

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED DE
JAN 24 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-16084	Yes ☒		Yes ☐		Yes ☐
<i>split</i> 36-16931 <i>Myron</i>	Yes ☐		Yes ☐		Yes ☐
36-16932 <i>Star Falls</i>	Yes ☐		Yes ☐		Yes ☐
36-16933 <i>Lawrence</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Four-H Farms, Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Star Falls Farms,
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
1369 South 2000 East
Mailing address
Hazelton ID 83335
City State ZIP
Telephone _____ Email _____

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner. See EXHIBIT A attached hereto.
5. Date you acquired the water rights and/or claims listed above: 11/9/11
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 36-16084

7. Signature: *Myron G. Huntley* Title, if applicable _____ Date 11/9/11
Signature of new owner/claimant
- Signature: _____ Title, if applicable _____ Date 11/9/11
Signature of new owner/claimant

For IDWR Office Use Only:

Received by *Chad* Date 12/5/11 Receipt No. 5032254 Receipt Amt. 1125.00
Approved by _____ Processed by _____ Date _____

EXHIBIT A

SPLIT OF WATER RIGHT NOS. 36-16084

Deed Grantee	No. of Acres in place of use per Special Warranty Deeds attached	Percentage of Total	Portion of total cfs of 4.91
Myron Huettig	29	6.4	.31 cfs
Star Falls Farms, LLC	157	34.1	1.66
Larry Huettig	117	25.4	1.263
Four-H Farms, Inc.	157	34.1	1.675

Following the above splits, Star Falls Farms, LLC conveyed 0.015 cfs of Water Right No. 36-16084 to Larry and Nancy Huettig by Water Right Special Warranty Deed (attached), for irrigation of lawn and landscape associated with residence in NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 27, T10S R20E. This results in Star Falls Farms, LLC owning 1.66 cfs and Larry and Nancy Huettig owning 1.263 cfs of Water Right no. 36-16804

Recording Requested by and
After Recording Return to:

Instrument # 2115313

JEROME COUNTY, JEROME, IDAHO
11-15-2011 04:34:29 No. of Pages: 7
Recorded for : LAND TITLE AND ESCROW
MICHELLE EMERSON Fee: 28.00
Ex-Officio Recorder Deputy *Justison*

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **FOUR-H FARMS, INC.**, an Idaho corporation; **STAR FALLS FARMS, LLC**, an Idaho limited liability company; **MYRON A. HUETTIG and ELLEN M. HUETTIG**, husband and wife; **LAWRENCE G. HUETTIG and NANCY K. HUETTIG**, husband and wife (collectively "Grantor"), hereby grants, bargains, sells, and conveys unto **STAR FALLS FARMS, LLC**, an Idaho limited liability company, whose current address is 1369 South 2000 East, Hazelton, ID 83335 ("Grantee"), all their right, title and interest in that certain real property more particularly described in **EXHIBIT A**, attached hereto and made a part by reference ("Property"), together with all water rights, ditches and ditch rights, or portions thereof, appurtenant thereto, including but not limited to 1.675 cfs of Water Right No. 36-16084, and easements, hereditaments, and appurtenances thereto.

TO HAVE AND TO HOLD, unto Grantee, its successors, and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on **EXHIBIT B** attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantor warrants that they are the owners in fee simple of the Property, that the Grantor has not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 9th day of November, 2011.

"GRANTOR"

FOUR-H FARMS, INC.

Myron A. Huettig

MYRON A. HUETTIG, President

Keith A. Huettig

KEITH A. HUETTIG, Secretary

MYRON A. HUETTIG, Member

Ellen M. Huettig
ELLEN M. HUETTIG, Member

Douglas Huettig
DOUGLAS HUETTIG, Member

Steven Huettig
STEVEN HUETTIG, Member

MYRON A. HUETTIG

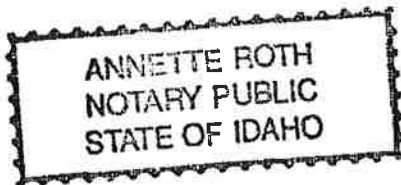
Ellen M. Huettig
ELLEN M. HUETTIG

Lawrence G. Huettig
LAWRENCE G. HUETTIG

Nancy K. Huettig
NANCY K. HUETTIG

On this 9th day of November, 2011, before me, a Notary Public in and for the State of Idaho, personally appeared MYRON A. HUETTIG, President of FOUR-H FARMS, INC., an Idaho corporation, known or identified to me to be such officer and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

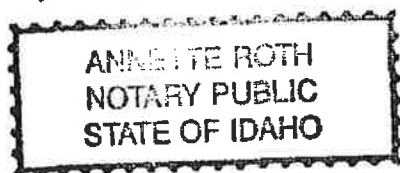


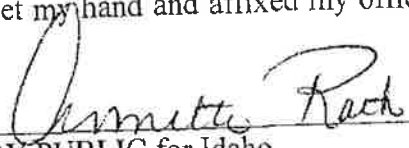
 NOTARY PUBLIC for Idaho
 Residing at: Rupert, ID
 Commission Expires: 8-4-2017

STATE OF IDAHO)
 : ss.
County of Jerome)

On this 9th day of November, 2011, before me, a Notary Public in and for the State of Idaho, personally appeared KEITH A. HUETTIG, Secretary of FOUR-H FARMS, INC., an Idaho corporation, known or identified to me to be such officer and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

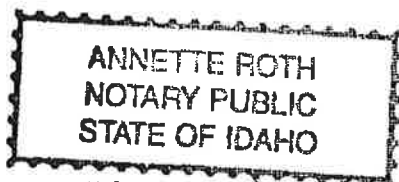


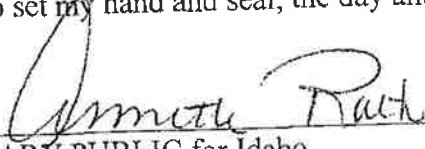

NOTARY PUBLIC for Idaho
Residing at: Rupert, ID
Commission Expires: 8-4-2017

STATE OF IDAHO)
 ss:
County of Jerome)

On this 9th day of November, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MYRON A. HUETTIG, Member of the STAR FALLS FARMS, LLC, an Idaho limited liability company, known to me to have been such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

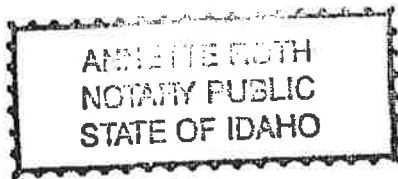


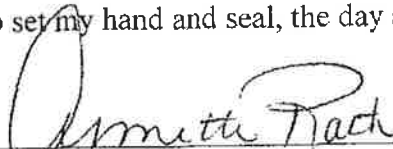

NOTARY PUBLIC for Idaho
Residing at: Rupert, ID
Commission Expires: 8-4-2017

STATE OF IDAHO)
 ss:
County of Jerome)

On this 9th day of November, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ELLEN M. HUETTIG, Member of the STAR FALLS FARMS, LLC, an Idaho limited liability company, known to me to have been such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

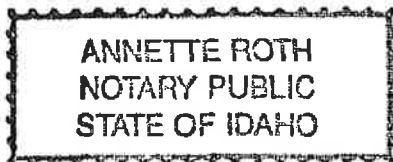


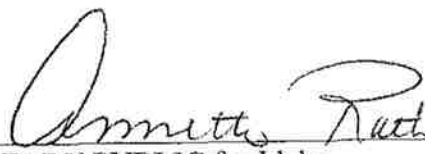

NOTARY PUBLIC for Idaho
Residing at: Rupert, ID
Commission Expires: 8-4-2017

STATE OF IDAHO)
 ss:
County of Jerome)

On this 9th day of November, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DOUGLAS HUETTIG, Member of the STAR FALLS FARMS, LLC, an Idaho limited liability company, known to me to have been such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

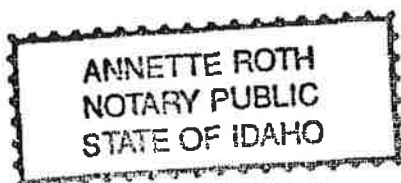


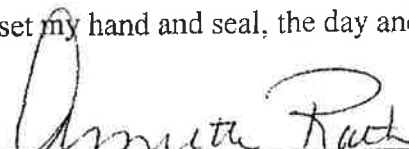

NOTARY PUBLIC for Idaho
Residing at: Rupert, ID
Commission Expires: 8-4-2017

STATE OF IDAHO)
 ss:
County of Jerome)

On this 9th day of November, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEVEN HUETTIG, Member of the STAR FALLS FARMS, LLC, an Idaho limited liability company, known to me to have been such member and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



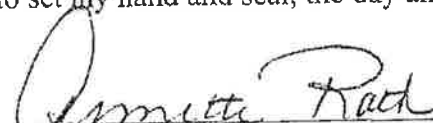

NOTARY PUBLIC for Idaho
Residing at: Rupert, ID
Commission Expires: 8-4-2017

STATE OF IDAHO)
 ss:
County of Jerome)

On this 9th day of November, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MYRON A. HUETTIG and ELLEN M. HUETTIG, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

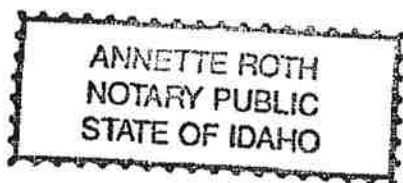



NOTARY PUBLIC for Idaho
Residing at: Rupert, ID
Commission Expires: 8-4-2017

STATE OF IDAHO)
 ss:
County of Jerome)

On this 9th day of November, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAWRENCE G. HUETTIG and NANCY K. HUETTIG, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



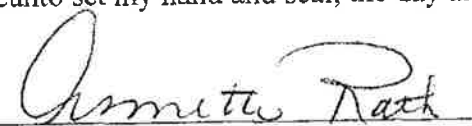

NOTARY PUBLIC for Idaho
Residing at: Rupert, ID
Commission Expires: 8-4-2017

EXHIBIT A

TOWNSHIP 10 SOUTH, RANGE 20, EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Sec. 27: NE $\frac{1}{4}$ EXCEPTING THEREFROM the following parcel of land:

Commencing at the Northwest corner of said NE $\frac{1}{4}$;
Thence South 0E13'00" East, 1328.83 feet along the Westerly boundary of said NE $\frac{1}{4}$ to
THE TRUE POINT OF BEGINNING;
Thence South 0E13'00" East, 208.71 feet along the Westerly boundary of said NE $\frac{1}{4}$;
Thence North 89E47'00" East, 208.71 feet;
Thence North 0E13'00" West, 208.71 feet;
Thence South 89E47'00" West, 208.71 feet to THE TRUE POINT OF BEGINNING.
Together with an easement for road and utilities 50.00 feet wide described as follows:
Beginning at the Northwest corner of the NE $\frac{1}{4}$ which point shall be known as THE
TRUE POINT OF BEGINNING;
Thence South 0E13'00" East along the Westerly boundary of said NE $\frac{1}{4}$, 1328.83 feet to
the Northwest corner of the above described property;
Thence North 89E47'00" East along the North boundary of the above described property,
50.00 feet;
Thence North 0E13'00" West parallel to the West boundary of the NE $\frac{1}{4}$, 1328.83 feet,
more or less, to a point on the North boundary of the NE $\frac{1}{4}$;
Thence West along the North boundary of the NE $\frac{1}{4}$, 50.00 feet to THE TRUE POINT OF
BEGINNING.

EXHIBIT B

Permitted Exceptions

1. Taxes for 2011 and subsequent years, a lien, but not yet due or payable.
2. Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.
3. Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.