

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

14241373.

RECEIVED

OCT 23 2014

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-8379	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-8379	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-22923	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Development West Corp.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Steven S. Miller Construction, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1201 Falls Ave. East, Ste. 22 Twin Falls ID 83301
Mailing address City State ZIP
- 208-308-5435
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.
5. Date you acquired the water rights and/or claims listed above: October 15, 2014
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. 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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 37-8379

8. Signature: [Signature] Title, if applicable Date
Signature of new owner/claimant
- Signature: _____ Title, if applicable Date
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 10-23-2014 Receipt No. S034360 Receipt Amt. \$125-

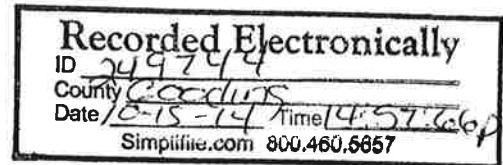
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by TF Date 4-14-2015

SCANNED
SEP 27 2018



TitleOne
a title & escrow co.



Order Number: 14241373

Warranty Deed

For value received,

Lonnie LeaVell and Charmianne LeaVell, husband and wife

the grantor, does hereby grant, bargain, sell, and convey unto

Steven S. Miller Construction, Inc.

whose current address is 1201 Falls Ave. East, Ste. 22 Twin Falls, ID 83301

the grantee, the following described premises, in Gooding County, Idaho, to wit:

PARCEL 1:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: A parcel of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows:

Commencing at the Center Quarter corner of said Section 31 which point is the Southeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and which is monumented by a 5/8" rebar C.P.F.# 127668, from which the West Quarter corner of said Section 31 bears North 89°35'10" West, 2631.65 feet;

Thence North 00°14'51" East along the East boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 488.13 feet;
Thence North 89°41'20" West for a distance of 293.02 feet to the POINT OF BEGINNING;
Thence North 89°41'20" West for a distance of 399.55 feet;
Thence North 03°43'02" East for a distance of 472.05 feet to the South bank of the Big Wood River;
Thence North 67°01'29" East along said South bank for a distance of 28.65 feet;
Thence North 68°10'17" East along said South bank for a distance of 367.85 feet;
Thence South 00°06'01" East for a distance of 621.19 feet to the POINT OF BEGINNING.



TitleOne
a title & escrow co.

Instrument # 249744

GOODING COUNTY, GOODING, IDAHO
10-16-2014 14:57:66 No. of Pages: 8
Recorded for: TITLEONE - GOODING
DENISE GILL Fee: \$31.00
Ex-Officio Recorder Deputy: MJS
Electronically Recorded by Simplifile

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PARCEL 1:

TOWNSHIP 5 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 31: A parcel of land located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows:

Commencing at the Center Quarter corner of said Section 31 which point is the Southeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and which is monumented by a 5/8" rebar C.P.F. # 127668, from which the West Quarter corner of said Section 31 bears North 89°35'10" West, 2631.65 feet;

Thence North 00°14'51" East along the East boundary of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 488.13 feet;

Thence North 89°41'20" West for a distance of 293.02 feet to the POINT OF BEGINNING;

Thence North 89°41'20" West for a distance of 399.55 feet;

Thence North 03°43'02" East for a distance of 472.05 feet to the South bank of the Big Wood River;

Thence North 67°01'29" East along said South bank for a distance of 28.65 feet;

Thence North 68°10'17" East along said South bank for a distance of 367.85 feet;

Thence South 00°06'01" East for a distance of 621.19 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

An easement for the purpose of ingress, egress and utilities being on, under and across the following described parcel:

A parcel of land being generally sixty feet in width located in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 31, Township 5 South, Range 15 East, Boise Meridian, Gooding County, Idaho and being more particularly described as follows;

Commencing at the Center Quarter corner of said Section 31, from which the West Quarter corner bears North 89°35'10" West, 2631.65 feet;
Thence North 00°14'51" East along the East boundary of said SE¼ NW¼ for a distance of 70.00 feet to a point on the Northerly Right-of-Way boundary of 1750 South Road as defined by Right-of-Way deed recorded February 4, 1961 as Instrument Number 443, Gooding County Records and being the POINT OF BEGINNING;
Thence South 87°13'25" West along said Northerly Right-of-Way for a distance of 15.93 feet;
Thence North 02°58'08" West for a distance of 360.72 feet to a point of curve to the left of which the radius point lies South 87°01'52" West, a radial distance of 20.00 feet;
Thence Northwesterly along the arc for a distance of 30.27 feet, through a central angle of 86°43'12", and a long chord bearing North 46°19'44" West for a distance of 27.46 feet;
Thence North 89°41'20" West for a distance of 657.57 feet to a point of curve to the left of which the radius point lies South 00°18'40" West, a radial distance of 220.00 feet;
Thence Westerly along the arc for a distance of 41.88 feet, through a central angle of 10°54'26", and a long chord bearing South 84°51'27" West for a distance of 41.82 feet;
Thence South 79°24'15" West for a distance of 45.28 feet to a point of curve to the right of which the radius point lies North 10°35'45" West, a radial distance of 280.00 feet;
Thence Westerly along the arc for a distance of 52.22 feet, through a central angle of 10°41'09", and a long chord bearing South 84°44'49" West for a distance of 52.14 feet;
Thence North 89°54'37" West for a distance of 121.37 feet to a point of curve to the right of which the radius point lies North 00°05'23" East, a radial distance of 70.00 feet;
Thence Northeasterly along the arc for a distance of 322.07 feet, through a central angle of 263°37'14", and a long chord bearing North 41°54'00" East for a distance of 104.35 feet to a point of reverse curve to the left of which the radius point lies North 83°42'38" West, a radial distance of 20.00 feet;
Thence Southeasterly along the arc for a distance of 29.19 feet, through a central angle of 83°37'14", and a long chord bearing South 48°06'00" East for a distance of 26.67 feet;
Thence South 89°54'37" East for a distance of 32.86 feet to a point of curve to the left of which the radius point lies North 00°05'23" East, a radial distance of 210.00 feet;
Thence Easterly along the arc for a distance of 39.17 feet, through a central angle of 10°41'09", and a long chord bearing North 84°44'49" East for a distance of 39.11 feet;
Thence North 79°24'15" East for a distance of 45.26 feet to a point of curve to the right of which the radius point lies South 10°35'45" East, a radial distance of 290.00 feet;
Thence Easterly along the arc for a distance of 55.21 feet, through a central angle of 10°54'26", and a long chord bearing North 84°51'28" East for a distance of 55.12 feet;
Thence South 89°41'20" East for a distance of 712.65 feet to a point on the East boundary of the SE¼NW¼ of said Section 31;
Thence South 89°41'20" East for a distance of 2.86 feet;
Thence South 00°15'29" West for a distance of 47.58 feet;
Thence South 89°35'33" East for a distance of 19.33 feet;
Thence South 02°58'08" East for a distance of 391.22 feet to a point on the Northerly Right-of-Way of 1750 South Road;
Thence North 89°36'34" West along said Northerly Right-of-Way for a distance of 44.14 feet to the POINT OF BEGINNING.

The use of a septic drain field easement more particularly described as follows:

Commencing at the Southeast corner of said 4.78 acre parcel;

Thence North 00°06'01" West along the easterly boundary of said 4.78 acre parcel for a distance of 20.00 feet to the POINT OF BEGINNING;

Thence North 89°41'20" West for a distance of 77.69 feet;

Thence North 00°14'51" East for a distance of 115.37 feet;

Thence South 89°41'58" East for a distance of 76.99 feet;

Thence South 00°06'01" East for a distance of 115.39 feet to the POINT OF BEGINNING.

The use of a 20.00 feet in width subsurface utility and pedestrian easement being on, under and across the following parcel which traverses the Northerly boundary of the parcel and which lies Southerly of, along and adjacent to the South bank of the Big Wood River.

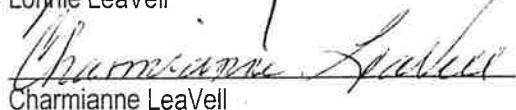
TOGETHER WITH all water and water rights, ditches and ditch rights, used thereon or appurtenant thereto including but not limited to 4 acres of Irrigation water from Water Right 37-8379 with the Idaho Department of Water Resources.

RESERVING UNTO THE GRANTOR, their successors and assigns, the following easements:

1. A thirty foot non-exclusive perpetual easement along the South boundary line on Parcel No. 1 described herein for roadway, utilities, pipeline, power lines for the benefit on the property described as Lot Numbers 1, 2,3 and 4 on records of survey recorded as Instrument No. 231486, records of Gooding County, Idaho.
2. A perpetual non-exclusive forty foot easement along the West boundary of the property described as Parcel No. 1 herein described for access and utilities, power lines, pump lines, irrigation pumping station for the benefit of the property described in Exhibit B attached hereto.
3. A perpetual non-exclusive 30 foot easement along the North boundary line of Parcel No. 1 described herein for ingress and egress, utilities, pipelines for the benefit of the property described as Lot No. 4 on Record of Survey, survey recorded as Instrument No. 231486, records of Gooding County, Idaho.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.


Lonnie LeaVell


Charmianne LeaVell

State of Idaho, County of Gooding, ss.

On this 15 day of October in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Lonnie LeaVell and Charmianne LeaVell, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



Notary Public

My Commission Expires: 10/8/16

(seal)

