

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 24 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

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?
45-10440	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dairymens creamery assn inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Doug Herbert
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
P.O. Box 52 Heyburn ID 83336
Mailing address 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.
5. Date you acquired the water rights and/or claims listed above: July 30, 2018
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):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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.

8. Signature: Long Nguyen Title, if applicable _____ Date 8-22-18

Signature: _____ Title, if applicable _____ Date _____

Signature of new owner/claimant _____ Title, if applicable _____ Date _____

For IDWR Office Use Only:

Received by Am Date 8.24.2018 Receipt No. 5036931 Receipt Amt. \$25-
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 Am Date 8.27.2018

AFTER RECORDING MAIL TO:

Doug Herbert
P.O. Box 52
Heyburn, ID 83336

ELECTRONICALLY RECORDED
DO NOT REMOVE THE COUNTY
STAMPED FIRST PAGE AS IT IS
NOW INCORPORATED AS PART
OF THE ORIGINAL DOCUMENT

WARRANTY DEED

File No.: **688981RU (tm)**

Date: **July 19, 2018**

For Value Received, **Keith Rasmussen and Sandra Rasmussen, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Doug Herbert, a single person**, hereinafter referred to as Grantee, whose current address is **P.O. Box 52, Heyburn, ID 83336**, the following described premises, situated in **Cassia County, Idaho**, to wit:

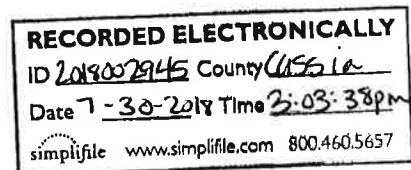
Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

Deed of Trust in favor of H & H Enterprises, LLC, an Idaho Limited Liability Company which the Grantee by acceptance of this Deed assumes and agrees to pay the balance thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

AFTER RECORDING MAIL TO:

Doug Herbert
P.O. Box 52
Heyburn, ID 83336



ELECTRONICALLY RECORDED
DO NOT REMOVE THE COUNTY
STAMPED FIRST PAGE AS IT IS
NOW INCORPORATED AS PART
OF THE ORIGINAL DOCUMENT

WARRANTY DEED

File No.: **688981RU (tm)**

Date: **July 19, 2018**

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Deed of Trust in favor of H & H Enterprises, LLC, an Idaho Limited Liability Company which the Grantee by acceptance of this Deed assumes and agrees to pay the balance thereof.

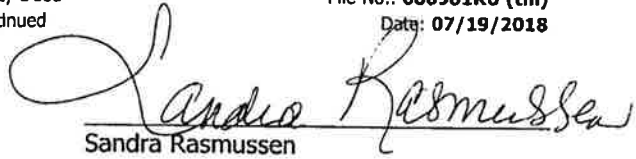
TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

APN: RP10S22E249160

Warranty Deed
- continued

File No.: 688981RU (tm)
Date: 07/19/2018

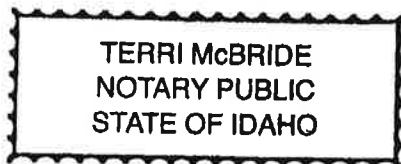

Keith Rasmussen


Sandra Rasmussen

STATE OF Idaho)
COUNTY OF Cassia)
SS.

On this 27th day of **July, 2018**, before me, a Notary Public in and for said State, personally appeared **Keith Rasmussen and Sandra Rasmussen**, 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public for the State of Idaho
Residing at: , ID
My Commission Expires: 2-5-20

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Cassia, State of Idaho, described as follows:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 24: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Commencing 384.8 feet North from the Southeast corner of said Section 24;
Thence West 337 feet;
Thence North 242.2 feet, more or less, to the South boundary line of U.S. Highway No. 30;
Thence in a Northeasterly direction along the South boundary line of said Highway, 346.3 feet, more or less, to the East section line of said Section 24;
Thence South 330.7 feet, more or less, to the Place of Beginning.

EXCEPTING THEREFROM the following described tracts:

Tract No. 1:

Beginning at a point that is North a distance of 384.80 feet from the Southeast corner of said Section 24;
Thence West a distance of 337.0 feet;
Thence North a distance of 10.0 feet;
Thence North 83°57'47" East a distance of 338.88 feet;
Thence South a distance of 45.64 feet to the Point of Beginning.

Tract No. 2

Beginning at the Southeast corner of said Section 24; thence North 00°35'55" West 702.37 feet along the Easterly boundary of said Section 24 to a point 60.00 feet right of Highway Station 372+58.51 and the Real Point of Beginning;
Thence South 73°15'16" West 350.84 feet to a point 60.00 feet right of Highway Station 369+07.67;
Thence North 00°35'55" West, 20.82 feet to a point 40.00 feet right of Highway Station 369+13.46;
Thence North 73°15'16" East, 350.84 feet along the Southerly boundary of said U.S. Highway No. 30 to a point on the Easterly boundary of said Section 24, 40.00 feet right of Highway Station 372+64.30;
Thence South 00°35'55" East 20.82 feet along the Easterly boundary of said Section 24 to the Real Point of Beginning.

Tract No. 3:

All that portion deeded to the State of Idaho, Idaho Transportation Department, by Warranty Deed dated January 23, 2006, recorded March 20, 2006 as Instrument No. 307365, records of Cassia County, Idaho, more particularly described as follows:

A parcel of land located in Cassia County, Idaho, being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 10 South, Range 22 East, Boise Meridian, and more particularly

described as follows:

Beginning at the point of intersection of the southerly line of a certain 20 foot wide strip of land conveyed by Warranty Deed to the City of Burley by D. Clydene Clark, Cynthia L. Vincent, a.k.a. Cyntia L. Vincent and Thelma C. Haslam on October 31, 1989 and recorded December 18, 1989, Instrument Number 205326, Cassia County Recorder Records; with the easterly line of the SE 1/4 SE 1/4 of Section 24, said Point of Beginning being offset 60.00 feet from the existing survey centerline of U.S. Route 30, F.A.P. F-2361(13); said Point of Beginning being North 00°07'20" West a distance of 702.38 feet from the SE Corner of Section 24 and being South 00°07'20" East a distance of 1936.92 feet from the E 1/4 Corner of Section 24; and said Point of Beginning being at proposed Station 372+52.39, offset 68.00 feet right;

Thence South 00°07'20" East, along the easterly line of the SE 1/4 SE 1/4 of Section 24, a distance of 137.42 feet to a point at proposed Station 372+14.18, offset 200.00 feet right;

Thence South 73°43'57" West a distance of 26.03 feet to a point at proposed Station 371+88.15, offset 200.00 feet right;

Thence North 11°26'41" West a distance of 93.33 feet to a point at proposed Station 371+96.00, offset 107.00 feet right;

Thence North 38°34'23" West a distance of 42.15 feet to a point on the southerly line of said City of Burley 30 foot wide strip of land, at proposed Station 371+80.00, offset 68.00 feet right;

Thence North 73°43'57" East, offset 60.00 feet from and parallel to the existing survey centerline of U.S. Route 30, along the southerly line of said City of Burley 20 foot wide strip of land, a distance of 72.39 feet to the Point of Beginning.

APN: RP10S22E249160

EXHIBIT 'A'

File No.: **688981RU (tm)**

Property: **10 North 100 West, Burley, ID 83318**

PARCEL NO. 1:

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 24: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

**Commencing 384.8 feet North from the Southeast corner of said Section 24;
Thence West 337 feet;
Thence North 242.2 feet, more or less, to the South boundary line of U.S. Highway No. 30;
Thence in a Northeasterly direction along the South boundary line of said Highway, 346.3 feet, more or less, to the East section line of said Section 24;
Thence South 330.7 feet, more or less, to the Place of Beginning.**

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Thence North 00°35'55" West, 20.82 feet to a point 40.00 feet right of Highway Station 369+13.46;
Thence North 73°15'16" East, 350.84 feet along the Southerly boundary of said U.S. Highway No. 30 to a point on the Easterly boundary of said Section 24, 40.00 feet right of Highway Station 372+64.30;
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Beginning at the point of intersection of the southerly line of a certain 20 foot wide strip of

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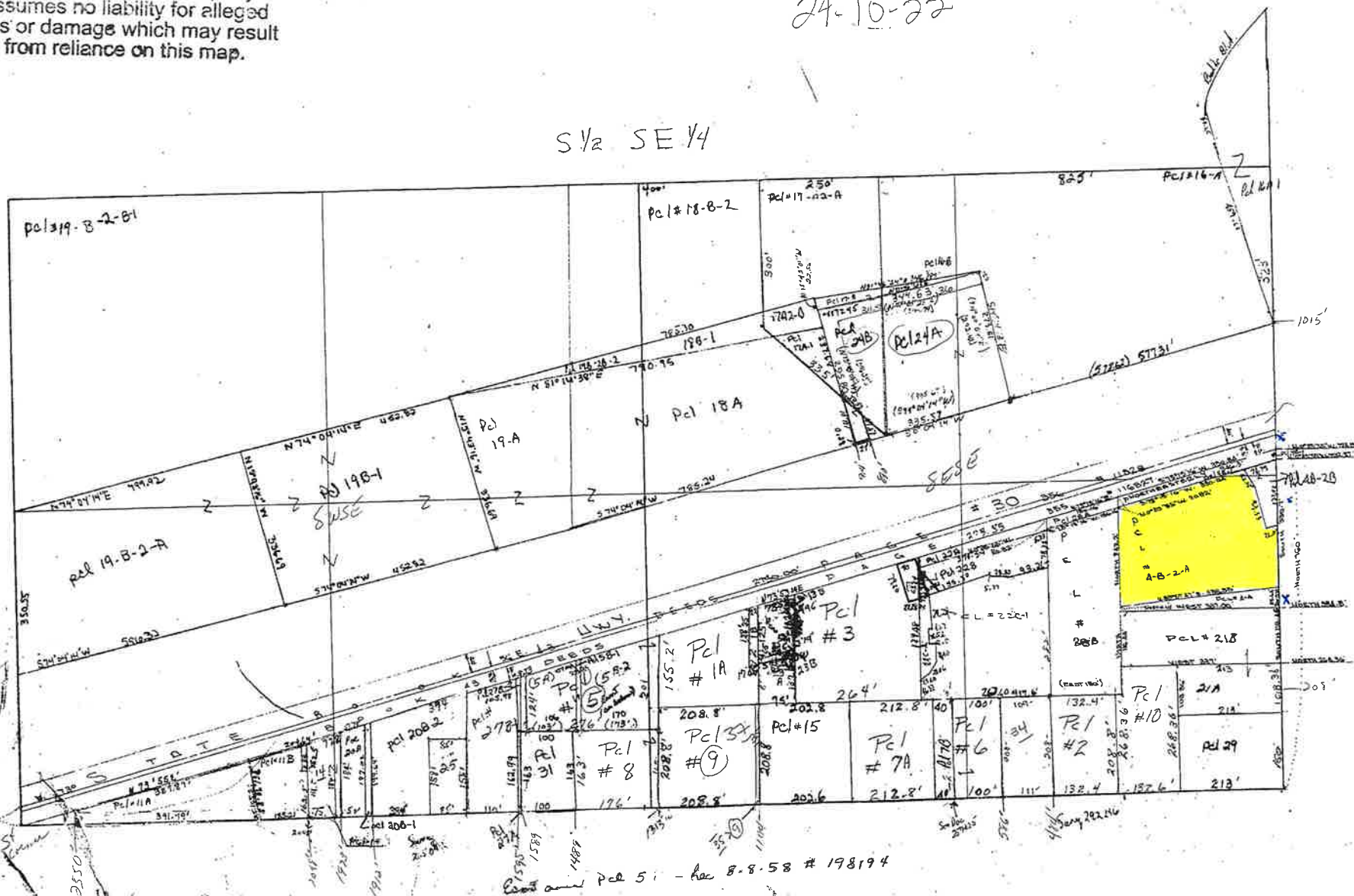
A.P.N. RP10S22E249160

This sketch is made solely for the purpose of assisting in locating the premises. The company assumes no liability for alleged loss or damage which may result from reliance on this map.

CLASS 18 COUNTY SEC. 1 TWP. 1

24-10-22

S 1/2 SE 1/4



Part and Parcel 5 - Sec 8-8-58 # 198194

303335

WARRANTY DEED

#40635

For Value Received

D. CLYDENE CLARK , a single person

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

KEITH RASMUSSEN and SANDRA RASMUSSEN, Husband and Wife

Address: 141 South 100 West Burley, ID 83318

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2005 and subsequent years, a lien, but not yet due or payable.

Assessments of the Burley Irrigation District and the rights and powers of said District as by law provided.

Easement for Maintenance of Underground Radial Arms for Future Construction of and Maintenance of Extention to Existing Underground Radial Arms for Radio Station from KBIO, INC., to Mini-Cassia Broadcasting, Inc., an Idaho Corporation, its successors and assigns, dated January 28, 1966 and recorded February 11, 1966 as Instrument No. 28206 on Film No. 39, records of Cassia County, Idaho.

Guy And Anchor Easement Deed executed by D. Clydene Clark and Robert Clark, wife and husband; Cynthia L. Vincent, also shown of record as Cyntia L. Vincent and Donald K. Vincent, wife and husband; Thelma C. Haslam, a single woman to the United States Of America and its assigns, dated April 30, 1977 and recorded May 6, 1977 as Instrument No. 98625 on Film No. 109; re-recorded June 23, 1977 as Instrument No. 99721 on Film No. 110, records of Cassia County, Idaho.

Effect of Resolution of Cassia County Idaho Board of Commissioners Resolution No. 98-6-2, dated June 8, 1998 and recorded June 23, 1998 as Instrument No. 256295, records of Cassia County, Idaho, wherein Notice is given of the intention to create a Local Improvement District.

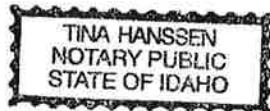
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 25, 2005

D. Clydene Clark
D. CLYDENE CLARK

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 26th day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared **D. CLYDENE CLARK**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Tina Hansen
Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/09

60328

WARRANTY DEED

THIS INDENTURE, made this 20th day of October, 1970, between the PET MILK COMPANY, a foreign corporation, qualified to do business in the State of Idaho, of St. Louis, ~~County of St. Louis~~, State of Missouri, hereinafter called the "Grantor" and ROBERT CLARK and D. CLYDENE CLARK, husband and wife, of Salt Lake City, Utah, hereinafter called the "Grantees".

W I T N E S S E T H:

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantees and to the Grantees' heirs and assigns forever, all of the following described real estate situated in the County of Cassia, State of Idaho, to-wit:

TOWNSHIP 10 South, RANGE 22 East, 3rd Meridian, Cassia County, Idaho

Section 24: Commencing 554.8 feet North from the Southeast corner of said Section 24; Thence West 337 feet; Thence North 242.2 feet, more or less, to the South boundary line of E. 1/4, Sec. 24, T. 10 S., R. 22 E., 3rd Meridian; Thence in a Northeasterly direction to the South boundary line of said E. 1/4, 512.3 feet, more or less, to the East section line of said Section 24; Thence South 330.7 feet, more or less, to the Place of Beginning.

SUBJECT TO: Accruing taxes, levies and assessments and the assessments of the Burley Irrigation District and that covenant to save harmless dated July 7, 1947, and recorded as Instrument no. 160150 in Book 13 of Miscellaneous of page 393 and 394 of the Cassia County Recorder.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders,

FARNSWORTH & SMITH
ATTORNEYS
BURLEY, IDAHO

PARSONS & SMITH
LAWYERS
BURLY, IDAHO

rents, issues and profits thereof, and all estate, right, title and interest in and to the said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the abovementioned and described premises, together with appurtenances unto the Grantees and to the Grantees' heirs and assigns forever; and the Grantor and the Grantor's successors and assigns, shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantees, and the Grantees' heirs and assigns against the Grantor and the Grantor's successors and assigns, and against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

PET INCORPORATED, formerly
IN WITNESS WHEREOF, /PET MILK COMPANY the party of the first part, has caused these presents to be signed by Lester G. Leutwiler, its Vice President and countersigned by M. R. Roche its Asst. Secretary at St. Louis, Missouri pursuant to corporate resolution, and its corporate seal to be hereunto affixed the day and year first above written.

PET MILK COMPANY now PET INCORPORATED

By Lester G. Leutwiler
Vice President

ATTEST:

M. R. Roche
Assistant Secretary
STATE OF MISSOURI)
CITY) ss
County of ST. LOUIS)

On this 20th day of October, 1970, before me, the undersigned, a Notary Public in and for said State, personally appeared M. R. Roche and Lester G. Leutwiler known to me to be the Asst. Secretary and Vice President PET INCORPORATED, formerly respectively of PET MILK COMPANY, the Corporation that executed

1 the foregoing instrument and acknowledged to me that such
2 corporation executed the same.

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

6 Jarothy A. K. Meyer
7 Notary Public for Missouri
8 Residing at St. Louis
9 My commission expires 2-26-71

10 Return to: Robert Clark
11 2038 Todd Way
12 Salt Lake City, Utah
13 84119

14
15
16
17
ONS & SMITH
LAWYERS
SALT LAKE CITY, UTAH

State of Idaho, County of Cassia 1st.
I hereby certify that this instrument was filed for record at _____
_____ day of _____ A.D. 1972 in my office as
Notary Public for the State of Idaho.
It is recorded on Film No. _____ as Inst. No. 60328
Fees: _____
By _____
In Office Recorder

THIS INDENTURE, Made the 15th day of July in the year of our Lord one thousand nine hundred and Forty-seven, between S. H. Kunau and Dorothy Kunau, his wife of Burley, County of Cassia, State of Idaho, the parties of the first part, and Sego Milk Products Company, a corporation qualified to do business in the state of Idaho of Salt Lake City, County of Salt Lake, State of Utah, the party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE AND NO/100 DOLLARS, lawful money of the United States of America, to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM, unto the said party of the second part, and to its successors and assigns, all certain lot, piece or parcel of land, situate, lying and being in County of Cassia, State of Idaho, bounded and particularly described as follows, to-wit:

Commencing 384.8 feet north from the southeast corner of section 24, Township 10 south Range 22 east of the Boise Meridian, thence west 337 feet, thence north 242.2 feet more or less to the south boundary line of U. S. Highway No. 30, thence in a northeasterly direction along the south boundary line of said highway 346.3 feet more or less to the east section line of said section 24, thence south 330.7 feet more or less to the place of beginning, being a part of the southeast quarter of the southeast quarter of section 24, township 10 south, range 22 east, Boise meridian.

Together With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seals, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

S. H. Kunau (SEAL)
Dorothy Kunau (SEAL)

STATE OF IDAHO,)
County of Cassia) ss.

On this 15th day of July, in the year 1947, before me, Lex H. Kunau, a Notary Public in and for said State, personally appeared S. H. Kunau and Dorothy Kunau, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(NOTARIAL SEAL)

Lex H. Kuseu
Notary Public Residing at Burley, Idaho.
My commission expires 11/20/50.

Filed for record at request of Cassi County Abstract Co. at 3:12 P. M. August 6, 1947.

Fee: \$1.00

Ivin Hoggen, County Recorder.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

August 27, 2018

DOUG HERBERT
PO BOX 52
HEYBURN ID 83336-0052

Re: Change in Ownership for Water Right No(s): 45-10440

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 736-3033.

Sincerely,

Denise Maline
Administrative Assistant I

Enclosure(s)

cc: First American Title Co., Burley (File # 688981RU)

RECEIVED

AUG 24 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

8-22-18

I am helping Doug Herbert get this notice of change done for a piece of property he purchased through First American. I have attached what I could find on it as far as ownership. Please let me know if you need something else. Thank you.

FIRST AMERICAN TITLE

Terri McBride

208-878-4772

QCD 160101
164
WD 60328
WD 303335
WD 2018-002945