

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 82215

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED

MAR 09 2018

Department of Water Resources
Snake River

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Robert Davies

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☒ ☐ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☐ ☒ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☐ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Robert Davies Phone 208-351-3226
Mailing address 1750 N 1900 E Terreton ID 83450 Email rdavies300wby@yahoo.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Robert Davies
Signature of Applicant or Authorized Representative

Robert Davies
Print Name and Title if applicable

3-8-18
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☐ Change nature of use

☐ Add diversion point(s)
☐ Change period of use

☒ Change place of use
☒ Other **SPLIT OWNERSHIP**
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

THIS TRANSFER APPLICATION TRANSFERS HALF OF WATER RIGHT 31-12246 TO A NEW POINT OF
DIVERSION AND PLACE OF USE. THIS APPLICATION ALSO CHANGES THE OWNERSHIP FOR THE MOVED
PORTION OF THE WATER RIGHT.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	<u>Right Number</u>	<u>Amount</u> (cfs/ac-ft)	<u>Nature of Use</u>	<u>Period of Use</u>	<u>Source & Tributary</u>
All or Part ☐ ☒	31-12246	0.08 / 14	IRRIGATION	04/01 to 11/01	GROUNDWATER
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.08 cfs and/or 14 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.08 cubic feet per second and/or 14 acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
NO			NW	SE	05	07N	36E	JEFFERSON	GROUNDWATER	A0008538

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	36E	5				2.8									1.2				4
Total Acres (for irrigation use)																			4

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

1 pump running hand-lines to irrigate the place of use. Flow meter will be installed on the system.

- b. Who owns the property at the point(s) of diversion? APPLICANT

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

4 of the 8 acres will be dried up and the remaining 4 will continue to be irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

WATER RIGHT 31-4028 WILL USE THE SAME POINT OF DIVERSION

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/8/2018

WATER RIGHT NO. 31-12246

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CHIP L GASSER 2275 E 2300 N HAMER, ID 83425 2083138073
Original Owner	NICK R MICKELSEN 1812 E 1500 N TERRETON, ID 83450 2086634800

Priority Date: 03/28/1973

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.15 CFS	28 AFA
Total Diversion			0.15 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NESESE|Sec. 05|Township 07N|Range 36E|JEFFERSON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
07N	36E	5		SESE	8									

Total Acres: 8

Conditions of Approval:

1. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 02/22/2002

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: And

Water District Number: 110

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 3.5

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

As an accommodation and without charge, First American has provided this Real Estate Purchase and Sale Agreement and a Seller Property Disclosure Form for your consideration. First American makes no representation as to the content and sufficiency of the forms, nor has First American nor its employees given advice in connection therewith. Also, First American has not suggested the forms are appropriate or adequate for the purposes for which they will be used. First American suggests and you are urged to seek advice and assistance from real estate professionals, including Realtors and attorneys when using these forms.

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTIONS, CONSULT YOUR ATTORNEY.

Jefferson County, Idaho

Dated: 1.13.15

(hereinafter called

"Buyer") agrees to purchase, and the undersigned agree to sell the following described real estate hereinafter referred to as "premises" located in Hamer County of Jefferson State of Idaho, commonly known as:

Sacre Corner parcel, North West Corner of Circle, owned by Chip Gasser

legally described as (see Attached)

Part of the NE 1/4 of the SE 1/4 of Sec. 5, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho: Beginning at a point on a curve created by an existing Pivot that is South 89° 44' 04" West 536.93 feet along the center line through the section from the East 1/4 corner of said Section 5 running thence 1154.34 feet along curve to the left, Curve Data: Radius = 1422.10 ft., Delta = 46° 30' 40", Chord bearing = South 44° 58' 10" West 1122.91 ft. to the West line of the NE 1/4 of the SE 1/4 of Sec. 5; Thence North 00° 59' 53" East 780.95 ft. to the North West Corner of NE 1/4 of the SE 1/4 of Sec. 5, thence North 89° 44' 04" East 779.82 feet to point of beginning

1. TOTAL PURCHASE PRICE IS

 DOLLARS (\$) payable as follows:

A. Earnest Money N/A

(a) Buyer hereby deposits and a receipt is hereby acknowledged of

 Dollars (\$)

evidenced by: ☐ Personal Check, ☐ Cash, ☐ Cashiers Check, ☐ Note Due or

 paid or delivered as earnest money in part payment of purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by for the benefits of the parties hereto, and shall hold the completely executed copy of this agreement.

(B) Balance of purchase price to be paid as follows:

cash at closing

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of . If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: none

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment for insurance made by a title insurance company showing the condition of the title to said premises. The parties agree that First American Title Company shall provide said title policy and commitment for insurance. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.
5. It is hereby agreed that the "closing agent" for this agreement shall be First American. Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before _____.
6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.
7. Seller shall deliver possession to Buyer on or before _____, and taxes and water assessments (using the last available assessment as basis), rents, insurance premiums, interest and reserves on liens, loans or obligation assumed or taken subject to, and utilities shall be prorated as of _____ except as follows:
- * 2014 Property Taxes already paid in full.
Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.
8. The parties agree that this agreement contains the following additional terms and conditions:
- * 4 acres of water from water right 31-12246 included in this sale
C.R.H.
9. The following items of property now on premises are specifically excluded from the sale:
N/A
- The following items of personal property are specifically included in the sale:
N/A
10. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm window, storm doors, shades, Venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, cooling and heating systems, including built-in dishwashers and drop-in ranges, (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
11. If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefore within five (5) days after Seller's acceptance of this agreement.
12. Should the premises be materially damaged by fire or other causes, prior to closing the sale, this agreement shall be voidable at the option of the Buyer.
13. If Seller executes this agreement, and title to said premises is marketable and insurable and the Buyer fails, neglects or refuses to comply with the terms or any conditions of sale set forth within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money upon written request of the Seller shall be forfeited and Buyer's interest in the premises shall be

immediately terminated. The holder of the Earnest Money as designated herein shall pay from the Earnest Money forfeited by the Buyer the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred by or on behalf of the Buyer and Seller in connection with this transaction. The payment by the holder of the earnest money' as aforesaid shall not constitute a waiver of any other rights or remedies available to the Seller and/or holder of the earnest money.

14. In the event of default by either of the parties, in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.
15. Unless expressly stated otherwise herein, this agreement is the final agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.
16. Time is of the essence of this agreement.
17. Each of the parties acknowledges reading this agreement in full.

Robert Davies
Buyer

83450
1750 N 1900 E Terreton ID
Buyer's Address

[Signature]
Buyer

(208) 351-3226
* Buyer's Phone

On this date, _____ I/we hereby approve and accept the sale set forth in the above agreement and agree to carry out all terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of the agreement with the complete legal description of the premises inserted and signed by both parties.

Chip L. Gasser
Seller

2275 E 2300 N, Homer, ID 83425
Seller's Address

Chip L. Gasser
Seller

208-662-5258
* Seller's Phone

A true copy of the foregoing agreement signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 20____.

Buyer

Buyer

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 414685
RIGBY, JEFFERSON, IDAHO
01-13-2015 01:30:49 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - RIGBY
CHRISTINE BOULTER Fee: \$13.00
Ex-Officio Recorder Deputy: LK
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **530978-RI (ss)**

Date: **January 12, 2015**

For Value Received, **Chip L. Gasser, an unmarried person**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Robert Davies, an unmarried man**, hereinafter called the Grantee, whose current address is **1750 North 1900 East, Terreton, ID 83450**, the following described premises, situated in **Jefferson County, Idaho**, to-wit: **Part of the Northeast Quarter of the Southeast Quarter of Section 5, Township 7 North, Range 36 East, Boise Meridian, Jefferson County, Idaho**, described as follows: Beginning at a point on a curve created by an existing irrigation pivot that is **South 89°44'04" West 536.93 feet** along the centerline through the section from the East Quarter corner of said Section 5 and running thence **1154.34 feet** along said curve to the left, Curve Data: Radius = **1422.00 feet**, Delta = **46°30'40"**, Chord bearing = **South 44°58' 10" West 1122.91 feet** to the West line of the Northeast Quarter of the Southeast Quarter of said Section 5; thence **North 00°59'53" East 790.95 feet** to the Northwest corner of said Northeast Quarter of the Southeast Quarter of said Section 5, thence **North 89°44'04" East 779.82 feet** to the point of beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the 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.

RD

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442



Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **530978-RI (ss)**

Date: **January 12, 2015**

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SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the 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.

Date: 01/12/2015

Warranty Deed
- continued

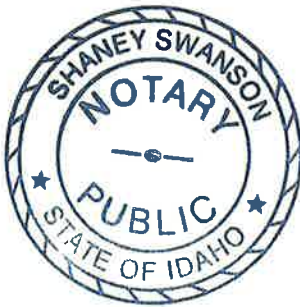
File No.: 530978-RI (ss)



Chip L. Gasser

STATE OF Idaho)
SS.
COUNTY OF Jefferson)

On this Thirteenth day of January, 2015, before me, a Notary Public in and for said State, personally appeared Chip L. Gasser, 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.

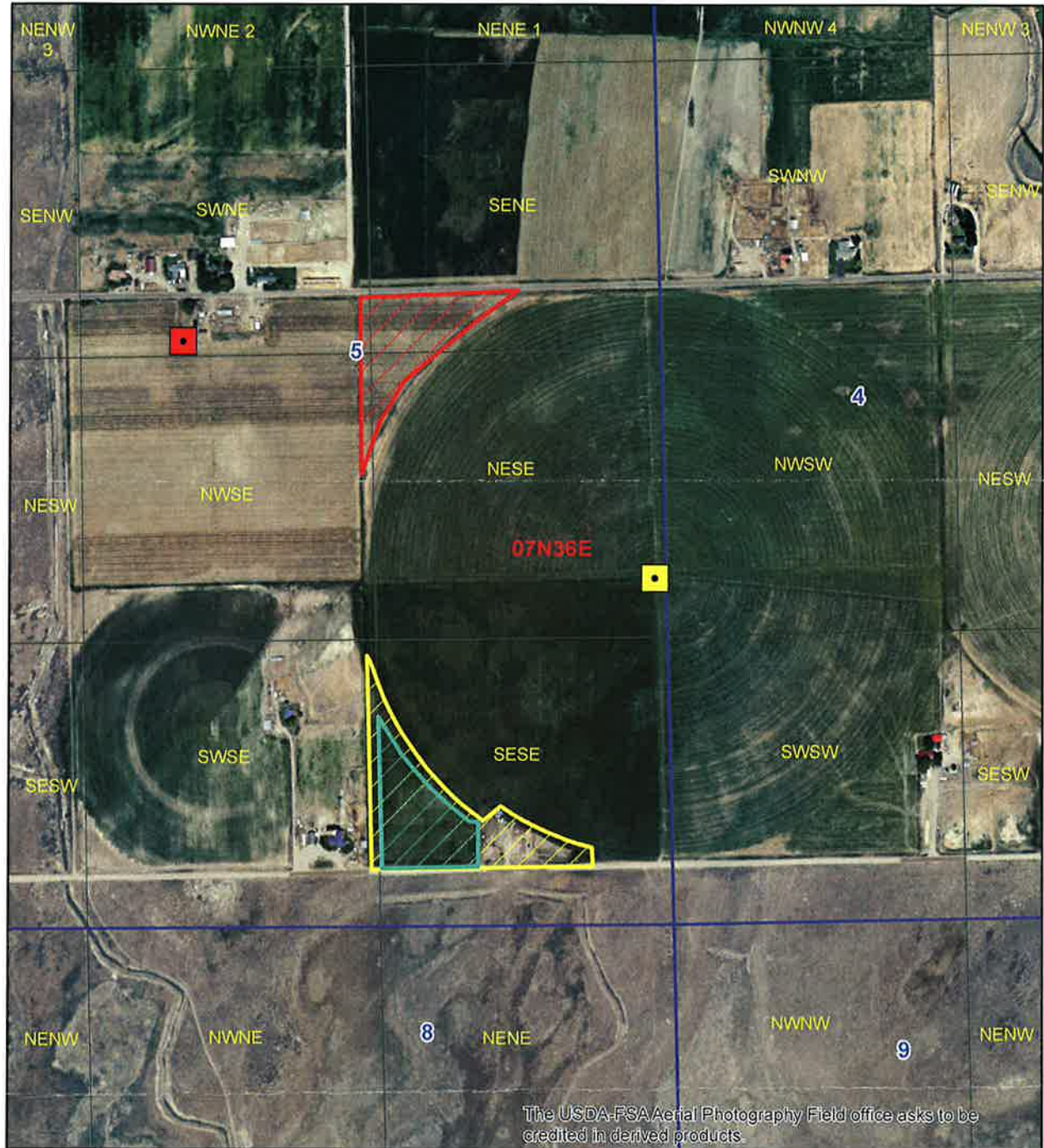




Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
My Commission Expires: 1-3-21

Roll D

31-12246

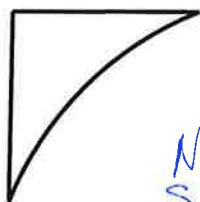


Legend

-  Proposed POU
-  Current POU 31-12246
-  Proposed Remaining POU 31-12246
-  Proposed POD
-  Current POD 31-12246
-  Township/Range
-  Sections
-  QQ

0 0.05 0.1 0.2 0.3 0.4 Miles





NE
SE

3/9/2018

Scale: 1 inch= 800 feet

File:

Tract 1: 5.0759 Acres (221107 Sq. Feet), Closure: s10.2200e 0.01 ft. (1/366108), Perimeter=2725 ft.

01 /se,ne,5,7n,36e

02 /s89.4404w 536.93

03 Lt, r=1422.00, delta=046.3040, arc=1154.34, chord=s44.5810w 1122.90

04 n00.5953e 790.95

05 n89.4404e 779.82

Quitclaim Deed

FOR VALUE RECEIVED, Chip Gasser, of Hamer, Idaho, (the "Grantor"), does hereby convey, release, remise and forever quitclaim unto Robert Davies, of Hamer, Idaho, (the "Grantee"), the following described premises:

FOUR ACRES OF WATER RIGHT 31-12246 LOCATED
WITHIN THE SE¹/₄ SE¹/₄ OF SECTION 5, TOWNSHIP
07N, RANGE 36E.

Together with the appurtenances. This Deed is intended to convey to the Grantee all right, title, and interest of the Grantor in and to the said property, now owned or acquired after this Deed has been executed.

Dated this 16 day of April, 2018.

Signed:

Chip Gasser
Chip Gasser

STATE OF IDAHO

COUNTY OF JEFFERSON

On this 16 day of April, 2018, before me, a notary public in and for the State of Idaho, personally appeared Chip Gasser, known to me, or

proven on the basis of satisfactory evidence, to be the person whose name is
subscribed to the within instrument, and acknowledged to me that they executed
the same.

Misty Neville
Notary Public

County of: Jefferson County Id
Residing at: Jefferson County Id
My Commission Expires: 11/19/24

