

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED  
DEC 18 2017

Notice of Change in Water Right Ownership

Department of Water Resources  
Eastern 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?                       |
|--------------------------------------|-----------------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 11-00367                             | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| <del>11-07326</del> already complete | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                                      | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                                      | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                                      | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Dorothy C. McFarland and/or F. H. McFarland  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Margaret H. Webb and/or Brent L. Webb  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 429 N Hisaw Ln American Falls ID 83211  
Mailing address City State ZIP
- 208-349-5532 webbbasin@icloud.com  
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: 7/16/2013
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
  - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
  - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: Brent L. Webb 12/07/17  
Signature of new owner/claimant Title, if applicable Date
- Signature: Margaret Webb 12/14/17  
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only: NOT A FULL CHAIN BUT GOES BACK 1982 WD.

Received by JB Date 12/18/17 Receipt No. E043614 Receipt Amt. \$50.-

Approved by JB Processed by JB Date 1/9/2017



42

File Code: 2720  
Date: October 7, 2016

Brent Webb  
Webb Dairy  
406 North Hisaw Lane  
American Falls, ID 83211

**CERTIFIED MAIL – RETURN  
RECEIPT REQUESTED  
NUMBER: 7010 3090 0002 9601 4002**

Dear Brent:

On July 15, 2015 I sent you a letter to inform you that your special use permit for a water transmission line on the Montpelier Ranger District will expire on December 21, 2015. I also informed you that there were a couple of things that we need from you in order to reissue the permit. They included:

1. The water right for this permit is still recorded under the previous permit holder. You need to go to the Idaho Department of Water Resources, in Idaho Falls, and apply for a change in ownership. It is currently assigned to Dorothy C. McFarland and/or F. H. McFarland. We need a copy of the changed water right before we can reissue the permit.
2. Complete and sign the included application for a special use permit.

We have not received any response to that letter.

It is imperative that you respond to this letter with the requested forms by December 31, 2016. Occupation of Federal lands requires a valid special use permit. Failure to obtain a current permit may result in the removal or decommissioning of your water transmission line in the summer of 2017.

If you have any questions regarding reissuance of your permit or your responsibilities under the terms of your permit, please contact me at (208)847-0375.

Sincerely,

DENNIS DUEHREN  
District Ranger

Enclosure

*Id Falls Water R  
206 525 7181 Carrie*

*owner*



QUITCLAIM DEED

THIS INDENTURE, made this 11th day of July, 2013, between WEBB

BASIN, a partnership consisting of DOUGLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, herein called the "Grantors," and BRENT L. WEBB and MARGARET H. WEBB, husband and wife, of 392 North Hisaw Lane, American Falls, Idaho 83211, herein called the "Grantees."

WITNESSETH:

The said Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other valuable consideration to Grantors in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, as his sole and separate property, and to the successors and assigns of the Grantees, all of the interest of the Grantors in that certain lot, piece or parcel of land situated, lying and being in the County of Bear Lake, State of Idaho, bounded and particularly described as follows, to-wit:

~~Township 10 South, Range 42 East of the Boise Meridian:~~

Section 16:

SW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , including a decreed Water Right for Irrigation, Number 11-00367, with a priority date of May 1, 1894, for .20 C.F.S. of water, and

Water Right Permit Number 11-07326, with a priority date of August 8, 1983, for an irrigation diversion of .60 C.F.S., and a stock water diversion of .03 C.F.S.,

EXCEPT THEREFROM an undivided one-fourth ( $\frac{1}{4}$ ) of all mineral and geothermal rights.

TO HAVE AND TO HOLD TOGETHER with all and singular the tenements,

hereditaments, and appurtenances thereunto belonging or in anywise appertaining, 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 Grantees, and to the  
successors and assigns of Grantees forever.

IN WITNESS WHEREOF, the Grantors have executed this Quitclaim Deed.

WEBB BASIN, a Partnership

BY:

Brent L Webb

ITS:

Partner

BY:

Margaret H. Webb

ITS:

Partner

BY:

Michael L Webb

ITS:

Partner

BY:

Carol D. Webb

ITS:

partner

BY:

George F. Webb

ITS:

Partner

BY:

Carol D. Webb

ITS:

Partner

BY:

George F. Webb

ITS:

Partner

BY:

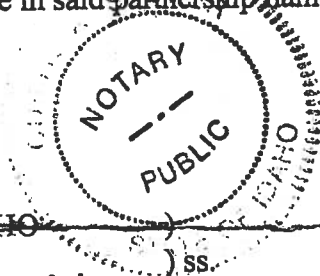
Patricia Webb

ITS:

partner

STATE OF IDAHO )  
 ) ss.  
 1 County of Cassia  
 2

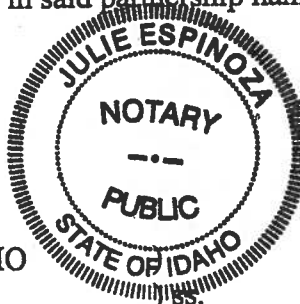
3 On this 16 day of July, in the year 2013, before me, the undersigned, a  
 4 Notary Public in and for said State, personally appeared **DOUGLAS C. WEBB**, known or  
 5 identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who  
 6 subscribed said partnership name to the foregoing instrument, and acknowledged to me that he  
 7 executed the same in said partnership name.



D. C. Webb  
 Notary Public for Idaho  
 Residing at Cassia County  
 My commission expires on 8/26/17

8 ~~STATE OF IDAHO~~ )  
 9 ) ss.  
 10 County of Minidoka

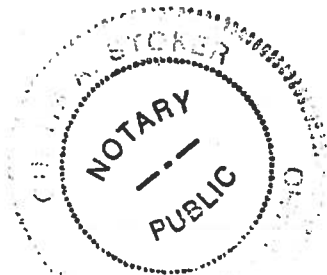
11 On this 18<sup>th</sup> day of September in the year 2013, before me, the undersigned, a  
 12 Notary Public in and for said State, personally appeared **PATRICIA A. WEBB**, known or  
 13 identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who  
 14 subscribed said partnership name to the foregoing instrument, and acknowledged to me that she  
 15 executed the same in said partnership name.



Julie Espinoza  
 Notary Public for Idaho  
 Residing at Minidoka County  
 My commission expires on 3-29-19

17 STATE OF IDAHO )  
 18 ) ss.  
 19 County of Cassia

20 On this 16 day of July, in the year 2013, before me, the undersigned, a  
 21 Notary Public in and for said State, personally appeared **GORDON K. WEBB**, known or  
 22 identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who  
 23 subscribed said partnership name to the foregoing instrument, and acknowledged to me that he  
 24 executed the same in said partnership name.

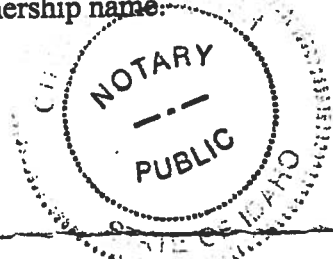


D. C. Webb  
 Notary Public for Idaho  
 Residing at Cassia County  
 My commission expires on 8/26/17

216026

STATE OF IDAHO )  
 ) ss.  
 County of Cassia )

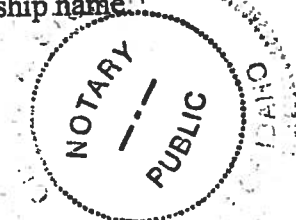
On this 30 day of July, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **PAULA D. WEBB**, known or identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.



[Signature]  
 Notary Public for Idaho  
 Residing at Cassia County  
 My commission expires on 8/26/17

STATE OF IDAHO )  
 ) ss.  
 County of Cassia )

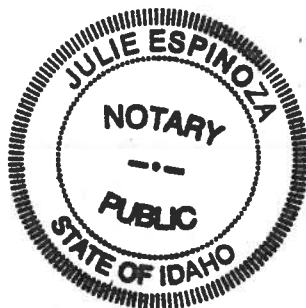
On this 16 day of July, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **BRENT L. WEBB**, known or identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.



[Signature]  
 Notary Public for Idaho  
 Residing at Cassia County  
 My commission expires on 8/26/17

STATE OF IDAHO )  
 ) ss.  
 County of Minidoka )

On this 5<sup>th</sup> day of September in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGARET H. WEBB**, known or identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.



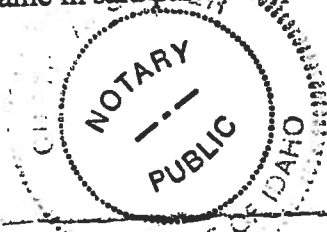
[Signature]  
 Notary Public for Idaho  
 Residing at Minidoka County  
 My commission expires on 9-5-13 JE  
9-29-19

216026

STATE OF IDAHO )

County of Cassia ) ss.

On this 16 day of 2013, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL G. WEBB**, known or identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.



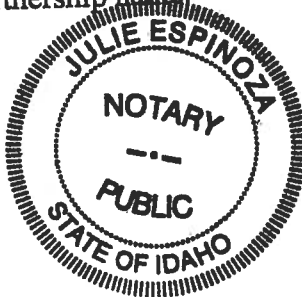
Notary Public for Idaho

Residing at Cassia CountyMy commission expires on 8/26/17

STATE OF IDAHO )

County of Minidoka ) ss.

On this 25<sup>th</sup> day of Sept, in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **CAROL D. WEBB**, known or identified to me to a Partner of the partnership, **WEBB BASIN**, and one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.



Notary Public for Idaho

Residing at Minidoka CountyMy commission expires on 3-29-19

Change in ownership Water Right No. 11-7326  
Attn. Jonie Berg

RECEIVED

SEP 24 2015

Department of Water Resources  
Eastern Region

WARRANTY DEED

FOR VALUE RECEIVED, FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, the GRANTORS, do hereby grant, bargain, sell and convey unto WEBB BASIN, a partnership consisting of DOUGLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, and MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, the GRANTEES, of Cassia County, Idaho, the following described premises, to-wit:

TOWNSHIP 10 SOUTH, RANGE 42 EAST OF THE  
BOISE MERIDIAN, BEAR LAKE COUNTY, STATE  
OF IDAHO:

Section 16:

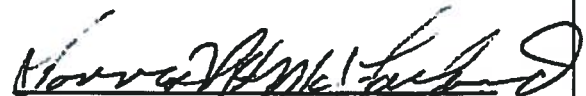
SW1/4 NE1/4, E1/2 SW1/4, NW1/4 SE1/4,  
including a decreed Water Right for  
Irrigation, Number 11-00367, with a  
priority date of May 1, 1894, for .20  
C.F.S. of water, and

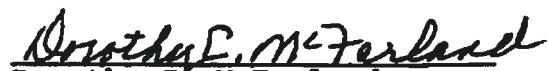
Water Right Permit Number 11-07326, with  
a priority date of August 8, 1983, for an  
irrigation diversion of .60 C.F.S., and a  
stock water diversion of .03 C.F.S.,

EXCEPT THEREFROM and undivided one-fourth  
(1/4) of all mineral and geothermal  
rights.

TO HAVE AND TO HOLD the said premises, with its  
appurtenances unto the said GRANTEES, their heirs and  
assigns forever. And the said GRANTORS do hereby covenant  
to and with the GRANTEES that they are the owners in fee of  
the said premises, that said premises are free from all  
encumbrances and that they will warrant and defend the same  
from all lawful claims whatsoever.

DATED this 15th day of June, 1993.

  
Forrest H. McFarland

  
Dorothy C. McFarland

156776

BEAR LAKE COUNTY RECORDER  
JAN 16 1993

'93 JUN 16 PM 2 00  
Cassia County #6.00  
DEPUTY FEE

WARRANTY DEED

156776

STATE OF IDAHO                    )  
                                      ) SS.  
County of Bear Lake.        )

On this 15th day of June, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and 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.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Druid ID  
My Commission Expires: 12-1-94

MAIL TAX NOTICE TO: WEBB BASIN  
H.C. 76 Box 1050  
American Falls ID 83211

PROMISSORY NOTE

COPY

\$185,000.00

Rupert, Idaho

June 15, 1993

FOR VALUE RECEIVED, the undersigned, WEBB BASIN, a partnership consisting of DOUGLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, and MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, (the "MAKERS") jointly and severally, promise and agree to pay in lawful money of the United States of America to the order of FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, (the "PAYEES") at BANK ONE, 2910 Washington Boulevard, Ogden, Utah 84401, Account Number 48346692, or wherever by them directed in writing by the PAYEES, the principal sum of ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS, (\$185,000.00), with interest thereon at the rate of EIGHT and ONE-HALF PERCENT (8.5%) per annum on the unpaid principal until paid from June 15, 1993, payable as follows:

1. The sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) plus interest as set forth above, which shall be due and payable on or before February 15, 1994.
2. The balance of ONE HUNDRED FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$145,000.00) to be paid in one hundred twenty (120) monthly installments of not less than ONE THOUSAND SEVEN NINETY SEVEN AND 79/100 DOLLARS (\$1,797.79) in any one payment, including the full amount of interest due on this Note at the time of payment on each installment, with the first payment therefore being made on or before the 15th day of July, 1993, and a like payment on the 15th day of each and every month thereafter until the whole sum of principal and interest has been paid.
3. A 5% late charge will apply if payments are received more than five (5) days after the due date.

Notwithstanding the foregoing, the undersigned promise and agree to pay, unless sooner paid, the entire balance of all principal and interest on or before the 15th day of July, 2003. All payments shall first be applied to interest and the balance to principal. The MAKERS expressly reserve the right to prepay any and all of the unpaid balance at any time and agree to pay all accrued interest to the date of such prepayment. Provided a partial prepayment

is made, said monies shall apply to the end of the Note, and shall not relieve the undersigned from making scheduled monthly payments.

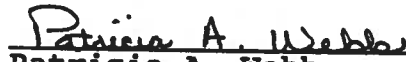
If default be made in the payment of any installment required by this note, or in the performance of any covenant or promise of the undersigned contained in the Mortgage securing the payment hereof, the entire principal sum and accrued interest shall at once become due, payable and collectable at the option of the holders of this Note, without notice to the undersigned or their successors in interest. Failure to exercise this option shall not constitute a waiver to exercise the same in the event of a subsequent default or defaults.

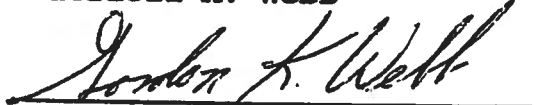
The MAKERS waive presentment, demand, protest and notice thereof and agree to pay a reasonable attorney's fee in addition to other costs and expenses in the event the amount due hereunder or any part is collected by an attorney, with or without court action.

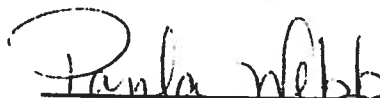
This Note is secured by a MORTGAGE of equal date.

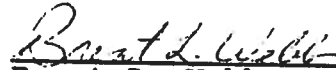
WEBB BASIN

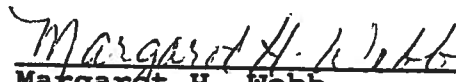
  
Douglas C. Webb

  
Patricia A. Webb

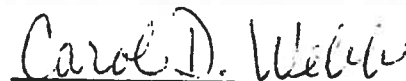
  
Gordon K. Webb

  
Paula D. Webb

  
Brent L. Webb

  
Margaret H. Webb

  
Michael G. Webb

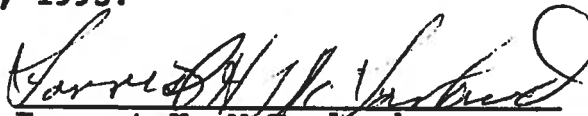
  
Carol D. Webb

SATISFACTION OF MORTGAGE

COPY

KNOW ALL MEN BY THESE PRESENTS that FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, do hereby certify and declare that a certain Mortgage, bearing date the 15th day of June, 1993, made and executed by WEBB BASIN, a partnership consisting of DOUBLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, and MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, the parties of the first part therein, to FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, the parties of the second part therein, to secure a certain Promissory Note recorded in the office of the County Recorder of Bear Lake County, State of Idaho, as Instrument Number 156777, on the 16th day of June, 1993, together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the 15th day of June, 1993.

  
Forrest H. McFarland

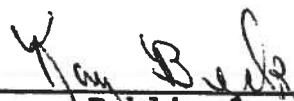
  
Dorothy C. McFarland

STATE OF IDAHO                    )  
                                          ) SS.  
County of Bear Lake.        )

On this 15th day of June, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and 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.

(SEAL)

  
Notary Public for Idaho  
Residing at Ovid ID  
My Commission Expires: 12-1-94

SATISFACTION OF MORTGAGE

WARRANTY DEED

FOR VALUE RECEIVED, FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, the GRANTORS, do hereby grant, bargain, sell and convey unto WEBB BASIN, a partnership consisting of DOUGLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, and MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, the GRANTEES, of Cassia County, Idaho, the following described premises, to-wit:

TOWNSHIP 10 SOUTH, RANGE 42 EAST OF THE  
BOISE MERIDIAN, BEAR LAKE COUNTY, STATE  
OF IDAHO:

Section 16:

SW1/4 NE1/4, E1/2 SW1/4, NW1/4 SE1/4,  
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Irrigation, Number 11-00367, with a  
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Water Right Permit Number 11-07326, with  
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stock water diversion of .03 C.F.S,

EXCEPT THEREFROM and undivided one-fourth  
(1/4) of all mineral and geothermal  
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TO HAVE AND TO HOLD the said premises, with its  
appurtenances unto the said GRANTEES, their heirs and  
assigns forever. And the said GRANTORS do hereby covenant  
to and with the GRANTEES that they are the owners in fee of  
the said premises, that said premises are free from all  
encumbrances and that they will warrant and defend the same  
from all lawful claims whatsoever.

DATED this 15th day of June, 1993.

  
Forrest H. McFarland

  
Dorothy C. McFarland

BEAR LAKE COUNTY RECORDER  
JOAN P. EGGAN

'93 JUN 16 PM 2 00  
Cinda L. Lujan #6.00  
DEPUTY FEE

WARRANTY DEED

156776

STATE OF IDAHO                    )  
                                      ) SS.  
County of Bear Lake.        )

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



W. J. Beck  
Notary Public for Idaho  
Residing at Dried ID  
My Commission Expires: 12-1-94

MAIL TAX NOTICE TO: WEBB BASIN  
H.C. 76 Box 1050  
American Falls ID 83211

PROMISSORY NOTE

COPY

\$185,000.00

Rupert, Idaho

June 15, 1993

FOR VALUE RECEIVED, the undersigned, WEBB BASIN, a partnership consisting of DOUGLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, and MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, (the "MAKERS") jointly and severally, promise and agree to pay in lawful money of the United States of America to the order of FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, (the "PAYEES") at BANK ONE, 2910 Washington Boulevard, Ogden, Utah 84401, Account Number 48346692, or wherever by them directed in writing by the PAYEES, the principal sum of ONE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS, (\$185,000.00), with interest thereon at the rate of EIGHT and ONE-HALF PERCENT (8.5%) per annum on the unpaid principal until paid from June 15, 1993, payable as follows:

1. The sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) plus interest as set forth above, which shall be due and payable on or before February 15, 1994.
2. The balance of ONE HUNDRED FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$145,000.00) to be paid in one hundred twenty (120) monthly installments of not less than ONE THOUSAND SEVEN NINETY SEVEN AND 79/100 DOLLARS (\$1,797.79) in any one payment, including the full amount of interest due on this Note at the time of payment on each installment, with the first payment therefore being made on or before the 15th day of July, 1993, and a like payment on the 15th day of each and every month thereafter until the whole sum of principal and interest has been paid.
3. A 5% late charge will apply if payments are received more than five (5) days after the due date.

Notwithstanding the foregoing, the undersigned promise and agree to pay, unless sooner paid, the entire balance of all principal and interest on or before the 15th day of July, 2003. All payments shall first be applied to interest and the balance to principal. The MAKERS expressly reserve the right to prepay any and all of the unpaid balance at any time and agree to pay all accrued interest to the date of such prepayment. Provided a partial prepayment

is made, said monies shall apply to the end of the Note, and shall not relieve the undersigned from making scheduled monthly payments.

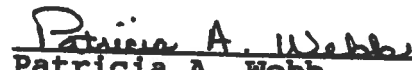
If default be made in the payment of any installment required by this note, or in the performance of any covenant or promise of the undersigned contained in the Mortgage securing the payment hereof, the entire principal sum and accrued interest shall at once become due, payable and collectable at the option of the holders of this Note, without notice to the undersigned or their successors in interest. Failure to exercise this option shall not constitute a waiver to exercise the same in the event of a subsequent default or defaults.

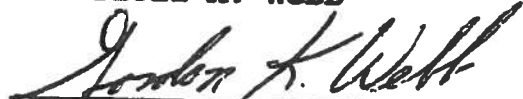
The MAKERS waive presentment, demand, protest and notice thereof and agree to pay a reasonable attorney's fee in addition to other costs and expenses in the event the amount due hereunder or any part is collected by an attorney, with or without court action.

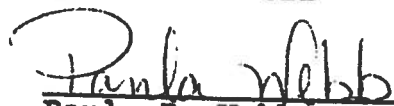
This Note is secured by a MORTGAGE of equal date.

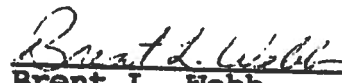
WEBB BASIN

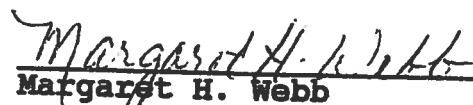
  
Douglas C. Webb

  
Patricia A. Webb

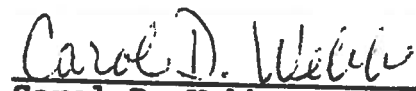
  
Gordon K. Webb

  
Paula D. Webb

  
Brent L. Webb

  
Margaret H. Webb

  
Michael G. Webb

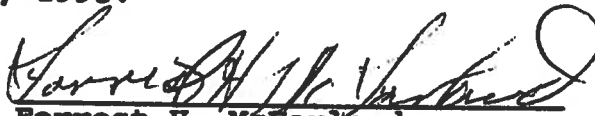
  
Carol D. Webb

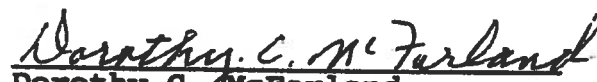
SATISFACTION OF MORTGAGE

COPY

KNOW ALL MEN BY THESE PRESENTS that FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, do hereby certify and declare that a certain Mortgage, bearing date the 15th day of June, 1993, made and executed by WEBB BASIN, a partnership consisting of DOUBLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, and MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, the parties of the first part therein, to FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, the parties of the second part therein, to secure a certain Promissory Note recorded in the office of the County Recorder of Bear Lake County, State of Idaho, as Instrument Number 156777, on the 16th day of June, 1993, together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the 15th day of June, 1993.

  
Forrest H. McFarland

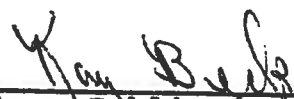
  
Dorothy C. McFarland

STATE OF IDAHO                    )  
                                          ) SS.  
County of Bear Lake.        )

On this 15th day of June, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and 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.

(SEAL)

  
Notary Public for Idaho  
Residing at Ovid ID  
My Commission Expires: 12-1-94

SATISFACTION OF MORTGAGE

WARRANTY DEED

FOR VALUE RECEIVED, FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and wife, the GRANTORS, do hereby grant, bargain, sell and convey unto WEBB BASIN, a partnership consisting of DOUGLAS C. WEBB and PATRICIA A. WEBB, husband and wife, GORDON K. WEBB and PAULA D. WEBB, husband and wife, BRENT L. WEBB and MARGARET H. WEBB, husband and wife, and MICHAEL G. WEBB and CAROL D. WEBB, husband and wife, the GRANTEES, of Cassia County, Idaho, the following described premises, to-wit:

TOWNSHIP 10 SOUTH, RANGE 42 EAST OF THE  
BOISE MERIDIAN, BEAR LAKE COUNTY, STATE  
OF IDAHO:

Section 16:

SW1/4 NE1/4, E1/2 SW1/4, NW1/4 SE1/4,  
including a decreed Water Right for  
Irrigation, Number 11-00367, with a  
priority date of May 1, 1894, for .20  
C.F.S. of water, and

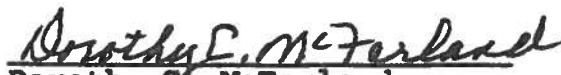
Water Right Permit Number 11-07326, with  
a priority date of August 8, 1983, for an  
irrigation diversion of .60 C.F.S., and a  
stock water diversion of .03 C.F.S,

EXCEPT THEREFROM and undivided one-fourth  
(1/4) of all mineral and geothermal  
rights.

TO HAVE AND TO HOLD the said premises, with its  
appurtenances unto the said GRANTEES, their heirs and  
assigns forever. And the said GRANTORS do hereby covenant  
to and with the GRANTEES that they are the owners in fee of  
the said premises, that said premises are free from all  
encumbrances and that they will warrant and defend the same  
from all lawful claims whatsoever.

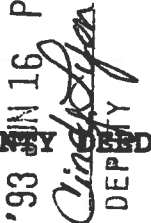
DATED this 15th day of June, 1993.

  
Forrest H. McFarland

  
Dorothy C. McFarland

156776

BEAR LAKE COUNTY RECORDER  
JOAN P. EGBORN

'93 JUN 16 PM 2 00  
WARRANTY DEED  
#6.00  
FEE  
DEPUTY  


156776

STATE OF IDAHO                    )  
                                      ) SS.  
County of Bear Lake.        )

On this 15th day of June, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared FORREST H. McFARLAND and DOROTHY C. McFARLAND, husband and 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.



*W. J. Beck*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Orvid ID  
My Commission Expires: 12-1-94

MAIL TAX NOTICE TO: WEBB BASIN  
H.C. 76 Box 1050  
American Falls ID 83211

## Warranty Deed

THIS INDENTURE, Made this 23rd day of December, 1922, in the year of our Lord One Thousand Nine Hundred and Eighty-two, between Helen Z. Matthews, individually and as Conservator of the estate of S. E. Matthews, Sr. of Soda Springs, County of Caribou, State of Idaho, of the part of the first part, and

Forrest H. McFarland and Dorothy C. McFarland, husband and wife, 2247 W. 1800 So.  
of Ogden, County of Weber, State of Utah, 84401  
the parties of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of SIXTY THOUSAND AND NO/100 ----- DOLLARS, lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged

of the second part, and to their heirs and assigns forever: All it at certain lot  
piece or parcel of land situate, lying and being in the County of Bear Lake, State of Idaho, bounded  
and more particularly described as follows, to-wit:

**Township 10 South, Range 42 East of the Boise Meridian:**

Section 16: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ .  
EXCEPT THEREFROM and undivided one-fourth of all mineral and geothermol rights.

Letters of conservatorship, in the matter of the estate of Stanley E. Matthews, Sr., an incapacitated person, are on record in the Microfilm Records of Bear Lake County, as instrument No. 130106

*Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.*

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, and to their heirs and assigns forever. And the said part Y of the first part, and her successors the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns against the said part Y of the first part, and her successors & assigns and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, *The said party* of the first part has herunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of \_\_\_\_\_

HELEN Z. MATTHEWS, Individually [Seal]  
 HELEN Z. MATTHEWS, as Conservator for  
 S. E. Matthews, Sr. [Seal]

BEAR LEADERS - 1983  
JOAN R. BROWN  
03 JAN 14 PM 12 50  
Joan Brown 4.<sup>00</sup>  
RECEIVED FEB

## INDEXED

130107

STATE OF IDAHO,  
County of Caribou.

ss.

On this 10th day of January in the year 1983, before me

the undersigned, a Notary Public in and for said County and State, personally appeared  
Helen Z. Matthews, individually and as conservator for S. E. Matthews, Sr.,

known to me to

be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he 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.



*Helen B. Kingsford*  
Notary Public.

Residence and P. O. Address: Soda Springs, Idaho.

Commission expires: Lifetime.

## WARRANTY DEED

Helen Z. Matthews, individually  
and as Conservator for S. E.  
Matthews, Sr.

TO

Forrest H. McFarland and Dorothy C.  
McFarland, husband and wife.

Dated December 23, 1982

STATE OF IDAHO,

County of Bear Lake. } ss.

I hereby certify that this instrument was filed for  
record at the request of

Caribou Title Company

at minutes past

o'clock M., this day

of January, A. D. 1983.

in my office and duly recorded in Book

of Deeds at page

Ex-Officio Recorder.

By Deputy.

Fee, \$

SEE PRICES SCHEDULE, INC., P.O. BOX 1040

Forrest H. McFarland  
2247 West 1800 South  
Ogden, Utah 84401

RECEIVED

JAN 05 2018

Department of Water Resources  
Eastern Region

Here is information that we got  
that shows who owned property  
before McFarlands



## State of Idaho

### DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

January 12, 2018

C.L. "BUTCH" OTTER  
Governor

Brent Webb  
Margarett Webb  
429 N Hison Ln  
American Falls ID 83211

GARY SPACKMAN  
Director

RE: Change of Ownership for Water Right No(s). 11-367 & 11-7326

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

The ownership change for the 11-7326 was previously submitted and complete, therefore you are entitled to a partial refund. The refund has been initiated and will arrive from the state office in a couple of weeks.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg  
Technical Records Specialist

Enclosure(s)

cc: Water District 11A

## Barg, Jonie

---

**From:** Barg, Jonie  
**Sent:** Wednesday, January 10, 2018 11:54 AM  
**To:** Marston, Sascha  
**Subject:** Refund Request  
**Attachments:** E043614.pdf

Sascha,

Good morning!! (Almost afternoon)

I have a refund request as follows:

Receipt number: E043614  
Amount: \$25.00  
Payable to: Highland Farms LLC  
429 N Hisaw Ln  
American Falls ID 83211

Reason: Total filing fee received \$50.00 for an ownership change. One of the water rights had the ownership change previously submitted. Because the ownership change was already complete a partial refund is required.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

*Jonie Barg*

Jonie Barg  
Technical Records Specialist  
Idaho Department of Water Resources  
900 N Skyline Ste A  
Idaho Falls ID 83402  
phone: (208) 525-7161  
fax: (208) 525-7177  
email: [jonie.barg@idwr.idaho.gov](mailto:jonie.barg@idwr.idaho.gov)