

FEB 04 2013

Department of Water Resources  
Eastern RegionSTATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## 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.

| Water Right/Claim No. | Split?                                  | Water Right/Claim No. | Split?                                  | Water Right/Claim No. | Split?                                  |
|-----------------------|-----------------------------------------|-----------------------|-----------------------------------------|-----------------------|-----------------------------------------|
| 33-51 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-56 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-10995 <i>OK</i>    | Yes <input checked="" type="checkbox"/> |
| 33-52 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-57 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-10996 <i>OK</i>    | Yes <input checked="" type="checkbox"/> |
| 33-53 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-58 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-2101A <i>OK</i>    | Yes <input checked="" type="checkbox"/> |
| 33-54 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-59 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-2101B <i>OK</i>    | Yes <input checked="" type="checkbox"/> |
| 33-55 <i>OK</i>       | Yes <input checked="" type="checkbox"/> | 33-60 <i>OK</i>       | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/>            |

2. Previous Owner's Name: Vance L Hawley  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): JEFF HAWLEY  
Name of each new owner as listed on the conveyance document  
KATIE HAWLEY  
New owner continued ☐ Name connector ☒ and ☐ or ☐ and/or  
3895 NORTH LITTLE LOST RIVER HIGHWAY  
Mailing address  
HOWE ID 83244  
City State ZIP  
208-767-3310  
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: 01-04-2013

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
  - \$25 per *undivided* water right.
  - \$100 per *split* water right.
  - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 33-51

7. Signature: [Signature] 01-04-2013  
Signature of new owner/claimant Title, if applicable Date

- Signature: [Signature] 01-04-2013  
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

- Received by [Signature] Date 2/4/2013 Receipt No. E038656 Receipt Amt. \$1050.-  
Approved by [Signature] Processed by [Signature] Date 8/28/2017 E038388 \$350.-

**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL TO:**  
First American Title Company  
168 West Pacific/P.O. Box 868  
Blackfoot, ID 83221

NO. **J050308**  
**RECORDED**

**JAN 04 2012**

A.M. **3:38** P.M.  
**BUTTE COUNTY RECORDER**  
*Jim Hammett*

Space Above This Line for Recorder's Use Only

### **WARRANTY DEED**

File No.: **447091-B (vb)**

Date: **December 28, 2012**

For Value Received, **Vance L. Hawley, an unmarried man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jeff Hawley and Katie Hawley, husband and wife**, hereinafter called the Grantee, whose current address is **3895 N Little Lost River Hwy, Howe, ID 83224**, the following described premises, situated in **Butte County, Idaho**, to-wit:

**Township 6 North, Range 28 E.B.M., Butte County, Idaho.**

**Section 24: S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; S $\frac{1}{2}$ SE $\frac{1}{4}$**

**Section 25: N $\frac{1}{2}$ NE $\frac{1}{4}$  EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE SE CORNER OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$  OF SECTION 25, THENCE NORTH 179 FEET TO THE POINT OF BEGINNING. THENCE NORTH 396 FEET; THENCE WEST 550 FEET; THENCE SOUTH 396 FEET; THENCE EAST 550 FEET TO THE POINT OF BEGINNING.**

**SUBJECT TO an easement in gross in favor of the Grantor in which Grantor maintains an easement in gross for purposes of hunting, fishing, and recreation.**

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: 12/28/2012

Warranty Deed  
- continued

File No.: 447091-B (vb)

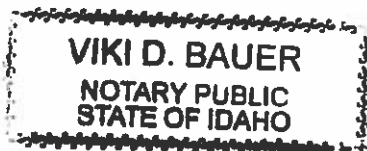
Vance L. Hawley  
Vance L. Hawley

Jeff Hawley  
Jeff Hawley

Katie Hawley  
Katie Hawley

STATE OF Idaho )  
COUNTY OF Bingham )  
SS.

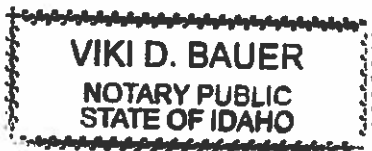
On this 4 day of January, 2013, before me, a Notary Public in and for said State, personally appeared Vance L. Hawley, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Viki D. Bauer  
Notary Public for the State of Idaho  
Residing at: Blackfoot  
My Commission Expires: 3/29/14

STATE OF Idaho )  
COUNTY OF Bingham )  
SS.

On this 4 day of January, 2013, before me, a Notary Public in and for said State, personally appeared Jeff Hawley and Katie Hawley, 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.



Viki D. Bauer  
Notary Public for the State of Idaho  
Residing at: Blackfoot  
My Commission Expires: 3/29/14

DEC 01 2014

33-512a1

## WARRANTY DEED

11:31 A.M.  
BUTTE COUNTY RECORDER  
Talley S. McAffee

For Value Received, Sunny Ann Hawley, a single woman, the grantor, does hereby grant, bargain, sell and convey unto Jeffrey L. Hawley and Katie A. Hawley, husband and wife, of 3895 N. Little Lost River Hwy., Howe, Idaho 83244, grantees, and to grantees' heirs, assigns and successors forever, all of the following described real estate located in Butte County, Idaho:

SEE ATTACHED EXHIBIT "A"

FURTHER conveying to the grantees the following rights to run with the land:

If the Grantees, their personal representative, heirs or devisees sell or contract to sell or encumber (other than by lease), the land hereby sold or any substantial portion thereof, the balance of the purchase price and accrued interest shall immediately become due and payable at the closing of the sale without notice.

The Grantees shall also have the right and privilege of drawing water from the domestic wells located on the property reserved by the Seller, provided at their own expense they shall maintain in good condition the water lines through which they draw water, and shall maintain and repair the pumps, panels and motors on said domestic wells to the extent that they are personally able to do so. If maintenance and repairs are required which Grantees are unable to make, then the Grantees shall pay 1/4 of the cost of repairs and maintenance by others, and grantor shall pay 3/4. During each month that the Grantees draw water from either well, the Grantees shall pay to the Seller, at the end of each month, 50 cents per animal using water at any time that month.

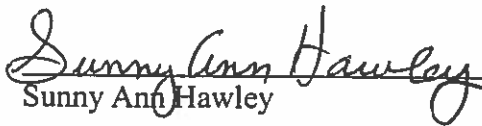
The purchase price also includes all of the Grantor's rights, title and interest in the furniture in the house known as the Steven's house on the property sold.

So long as the Grantees are not in default under the terms of this agreement, the Grantees shall have the first right of refusal to acquire from the Grantor or her estate or heirs, the property reserved to Grantor. If the Grantor, her estate or heirs receive an offer from anyone which they are willing to accept or decide to make an offer to sell, such offer shall be made in writing to the Grantees shall then have thirty days to accept such offer in writing. If not accepted by Grantees, Grantor, her estate or heirs may thereafter sell to any other buyer on terms and conditions equal to or better for the Grantor than those expressed to the Grantees, but shall not sell to any other buyer on terms and conditions more favorable to the buyer without first offering such more favorable terms and conditions to the Grantees for thirty days.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements hereditaments and appurtenances thereto. And the said grantor does hereby covenant to and with the said grantees, that the grantor is the owner in fee simple of said premises; that said premises

are free from all encumbrances and that said grantor will warrant and defend the same from all lawful claims whatsoever.

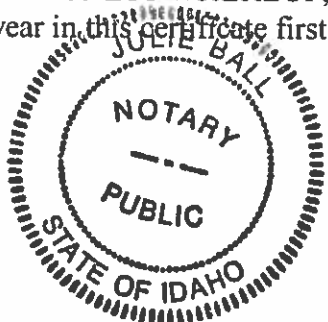
IN WITNESS WHEREOF, grantor has hereunto subscribed her name to this instrument this 14 day of November, 2014.

  
Sunny Ann Hawley

STATE OF IDAHO )  
                              : ss  
County of Madison )

On this 14<sup>th</sup> day of November, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sunny Ann Hawley, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she 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: Reverb  
My Commission Expires: 9/22/2019

## EXHIBIT "A"

- Section 13: The South Half of the Northwest Quarter, the Southwest Quarter, the West Half of the Southeast Quarter, the Southeast Quarter of the Southeast quarter.
- Section 14: The Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter.
- Section 24: The North Half of the Northwest Quarter, the Northeast Quarter. The Northwest Quarter of the Northeast Quarter of the Southeast Quarter, the North Half of the Northwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Northwest Quarter.

### LESS:

PART OF SECTION 13 AND SECTION 24, TOWNSHIP 6 NORTH, RANGE 28 EAST BOISE MERIDIAN, BUTTE COUNTY, IDAHO, DESCRIBED AS:  
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 28 EAST AND RUNNING THENCE N.  $01^{\circ}04'34''$  W 755.66 FEET ALONG THE EAST LINE OF SECTION 13, THENCE S.  $88^{\circ}55'27''$  W. 149.73 FEET TO THE TRUE POINT OF BEGINNING,

THENCE S.  $50^{\circ}12'59''$  W. 1335.21 FEET,  
THENCE S.  $52^{\circ}18'17''$  W. 139.87 FEET,  
THENCE S.  $44^{\circ}30'55''$  W. 159.74 FEET,  
THENCE N.  $08^{\circ}50'25''$  W. 338.81 FEET,  
THENCE N.  $50^{\circ}12'56''$  E. 1494.44 FEET,  
THENCE S.  $32^{\circ}42'53''$  E. 281.99 FEET TO THE POINT OF BEGINNING.

TOGETHER with all water, water rights, ditches, ditch rights, of way thereunto appertaining and all irrigation wells with pumps, motors, panels and wiring and sellers interest in sprinkling and irrigation equipment located thereon, all tenements, hereditaments and appurtenance thereunto belonging or in anywise appertaining, including particularly easements and rights of way described hereinafter over and across lands reserved by the Grantor.

EXCEPTING, EXCLUDING AND RESERVING UNTO THE GRANTOR;

A parcel of land generally described as being a portion of the south half of the southeast quarter of Section 13, Township 6 North, Range 28 East of the Boise Meridian, and a portion of the north half of the northeast quarter of Section 24, T. 6 N., R. 28 E., B.M., Butte County, Idaho, and being more particularly described as commencing at the northeast corner of said Section 24,

from which the east one-quarter corner of said Section 24 bears South 00° 29' 29" East, a distance of 2650.30 feet; thence from the northeast corner of said Section 24, North 82 degrees 13'05" West, a distance of 1186.93 feet to the POINT OF BEGINNING of this parcel. Thence South 03° 39' 09" East, a distance of 288.28 feet to an existing fenceline (referred to hereinafter as Point A); thence along said fenceline the following five courses and distances:

South 52° 51' 58" West, 140.43 feet;

South 45° 05' 56" West, 193.68 feet;

South 08° 15' 17" East, 251.21 feet;

South 42° 11' 55" East, 175.61 feet;

South 57° 15' 27" West, 224.43 feet; thence leaving said fenceline, North 56° 18' 27" West, a distance of 70.80 feet; thence South 83° 40' 18" West, a distance of 122.07 feet to the westerly bank of the Little Lost River; thence along said river bank, South 01° 23' 31" East, a distance of 177.37 feet; thence leaving said river bank, South 69° 24' 56" West, a distance of 201.15 feet; thence North 38° 22' 19" West, a distance of 1026.52 feet; thence North 41° 24' 36" East, a distance of 455.90 feet; thence North 84° 58' 55" East, a distance of 969.15 feet to the POINT OF BEGINNING, containing 22.08 acres, more or less and the following easements and rights of way:

A 50 foot wide easement and right of way for ingress to and egress from Grantor's reserved parcel on the road presently being used and approximately described as beginning at said Point A on the fenceline and being a strip of land 50 feet wide on the northwesterly side of the fence now running northeasterly to the public road, to be used and shared by both the Grantor and Grantee with each contributing one-half the cost of any maintenance, repair or upkeep. This easement may be relocated at Grantee's expense between the public road and the parcel reserved to the Grantor.

Grantor also reserves the right and privilege, while owning the residence on the above described parcel, to walk and/or ride along and across the property sold, immediately closing any gates opened and doing no unnecessary damage.

Grantor grants to Grantee an access easement 25 feet wide being 12.5 feet on each side of the following described centerline: Commencing at the northeast corner of said Section 24, (Recorded - Instrument No. 034069, Butte County records), from which the east one-quarter corner of said Section 24, ( Recorded Instrument No. 034068, Butte County records), bears South 00° 29' 29" East, a distance of 2650.30 feet; thence from the northeast corner of said Section 24, North 86° 38' 57" West, a distance of 1806.69 feet to the centerline POINT OF BEGINNING of said twenty five feet wide access easement.

Thence along the centerline of said access easement, along an existing lane, the following eighteen (18) courses:

South 38° 32' 00" East, 112.24 feet;

South 78° 19' 23" East, 276.76 feet;

South 54° 40' 07" East, 150.28 feet;

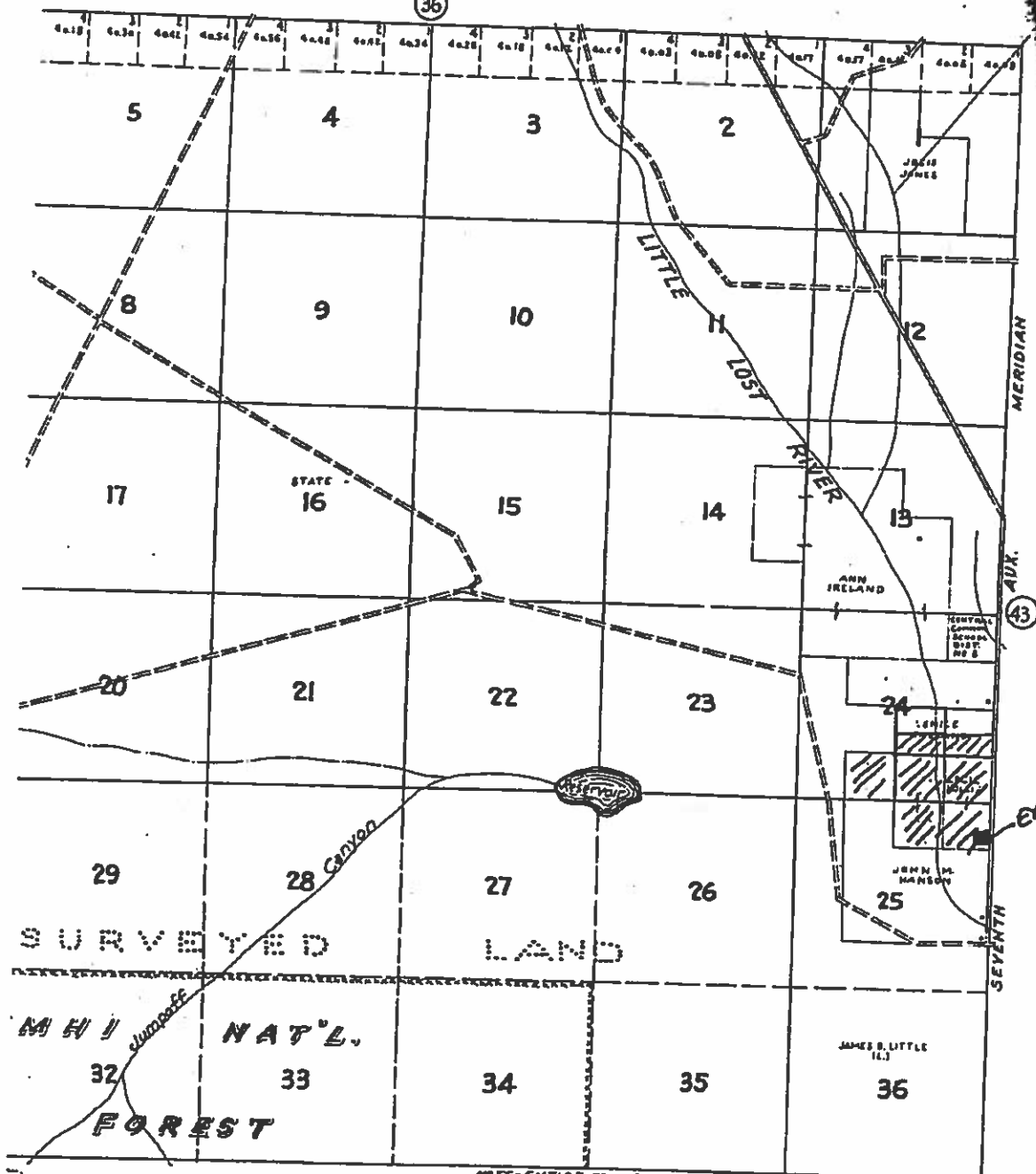
South 05° 52' 52" West, 48.61 feet;

South 45° 34' 18" West, 163.17 feet;  
South 06° 35' 59" East, 224.60 feet;  
South 24° 16' 31" West, 71.04 feet;  
South 31° 57' 12" West, 152.41 feet;  
South 49° 30' 47" East, 119.97 feet;  
North 49° 30' 47" West, 119.97 feet;  
South 48° 01' 32" West, 59.97 feet;  
South 85° 43' 02" West, 85.64 feet;  
South 44° 27' 45" West, 74.68 feet;  
South 18° 41' 10" West, 143.28 feet;  
South 47° 19' 20" West, 75.19 feet;  
North 37° 23' 36" West, 408.54 feet;  
North 20° 22' 15" West, 123.03 feet;  
North 50° 29' 54" West, 487.92 feet, more or less, to the boundary of said

parcel, provided the Grantee and his successors during such use shall properly maintain the roadway and bridge, cattleguard and gates, if any, on said access easement.

**TOWNSHIP 6 N., RANGE 28 E. B. M.**  
BUTTE COUNTY, IDAHO

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PAVED  
STATE  
IMPROVE  
DIRT ROA  
INFERIOR  
RAILROAD  
TRAFFIC  
INTERMIT  
SCHOOLS