DEV

Form 42-248/42-1409(6) Rev. 1/15

RECEIVED
MAR 14 2017
DEPARTMENT OF WATER RESOURCES

STATE 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. 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? |
|---|---|---|---|---|---|
| 11-2020 | Yes ☒ | Yes ☐ | | Yes ☐ | Yes ☐ |
| 11-7828 | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |
| | Yes ☐ | Yes ☐ | | Yes ☐ | Yes ☐ |

2. Previous Owner's Name: Harvey W. Higley
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Robert L. Geddes and/or Tamra W. Geddes
   New owner(s) as listed on the conveyance document  Name connector ☒ and ☐ or ☒ and/or

   2602 East Bernice Drive (Mailing address) | Meridian (City) | Idaho (State) | 82646 (ZIP)

   208-547-2423 (Telephone) | sssrlg@gmail.com (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: 28 February 2017.

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.

     SUPPORT DATA IN FILE # 11-2020
   - ☐ 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: [signature] (Signature of new owner/claimant) | (Title, if applicable) | 3/10/2017 (Date)

   Signature: (Signature of new owner/claimant) | (Title, if applicable) | (Date)

***For IDWR Office Use Only:***

Receipted by VC Date 3/14/17 Receipt No. C103178 Receipt Amt. $100

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 [signature] Date 5-1-17

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Ident. No. _____

# Season of Use/Purpose of Use Supplement

Attachment to: ☐ Application for Permit to Appropriate Water ☐ Application for Amendment of Permit ☐ Adjudication Claim ☐ Statutory Claim ☑ Beneficial Use Field Report

**Water will be used for the following purposes:**

Amount 0.16 (cfs or acre-feet per year) for Irrigation, Domestic, Evap. purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

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Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

Amount _____ (cfs or acre-feet per year) for _____ purposes from _____ to _____ (both dates inclusive)

**Instrument # 223944**
BEAR LAKE COUNTY
02-28-2017 10:36:37 No. of Pages: 2
Recorded for: ALLIANCE TITLE - POCATELLO OFFICE
Cindy Garner Fee: $13.00
Ex-Officio Recorder Deputy: JH
Index to: WARRANTY DEED

# WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:344572

**FOR VALUE RECEIVED**

**Michael P. Mecham Living Trust dated May 1st 2008 ,**

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

**Robert L Geddes and Tamra W Geddes husband and wife**

whose current address is

**2602 E Bernice Dr.**
**Meridian, ID 83646-8058**

the grantee(s), the following described premises, in Bear Lake County, Idaho, TO WIT:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: Feb. 24, 2017

Michael P. Mecham Living Trust, dated May 1, 2008.

Michael P. Mecham, Trustee

State of Utah } ss.
County of Weber

On this 24 day of February, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael P. Mecham, known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Michael P. Mecham Living Trist, dated May 1, 2008 , and acknowledged to me that he executed the same as Trustee.

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 Utah
Residing at: Ogden Utah
Commission Expires: 6-10-2020

PAULA CRAWFORD
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 688986
COMM. EXP. 06/10/2020

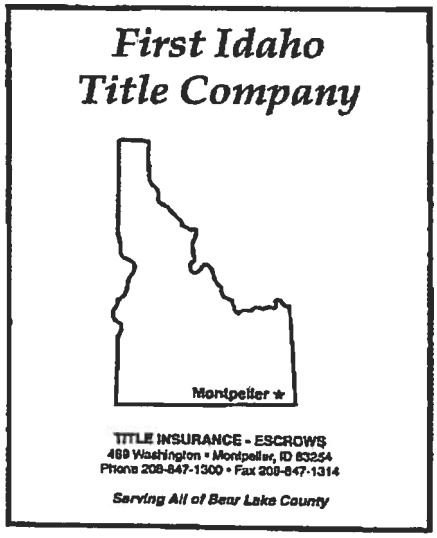
# EXHIBIT A

PARCEL NO. 1:
Lots 59, 64, 65 & 72 of the BAILEY CREEK SUBDIVISION NO. 4, according to the official plat thereof, records of Bear Lake County, Idaho.

PARCEL NO. 2:
ALSO: Beginning at a point North 32°55'10" East 2139.65 feet from the Southeast Corner of Section 6, Township 10 South, Range 42 East, Boise Base & Meridian, Bear Lake County, Idaho, said point also being Southeast Corner of Lot 59 of the Bailey Creek Subdivision No. 4, and running thence North 77°00'00" East 153.88 feet to the Southeast Corner of Lot 60 of said Subdivision; thence North 0°01'00" East 841.69 feet to the Northeast angle point of Lot 70 of said Subdivision; thence North 89°57'00" West 329.05 to the Northeast Corner of Lot 72 of the said Subdivision; thence South 1°30'00" West 217.25 feet to the North Right of Way line of Crow Circle; thence South 3°09'40" West 50.02 feet to the South Right of Way line of the said road, this point is also being the Northeast Corner of Lot 65 of the said Subdivision; thence South 3°19'10" West 206.56 feet; thence South 11°04'00" East 184.39 feet to the North Right of Way line of Stag Circle and a point on a 50.00 feet radius curve to the left; thence Southerly along said Right of Way line and curve for an arc distance of 8.26 feet (central angle =9°27'55") to the Southeast Corner of Lot 64 of said Subdivision; thence South 30 00'00" East 50.00 feet to the South Right of Way line of said circle and a point on a 50.00 feet radius to the left; thence Easterly along said curve for an arc distance of 44.51 feet (central angle = 51°00'00") to the Northeast Corner of Lot 59 of said Subdivision; thence leaving said Right of Way line South 30°00'00" East 193.28 feet to the Point of Beginning.

EXCEPTING THEREFROM all Oil, Gas, Geothermal and other Mineral Rights from all of the above described property.

*




# FIRST IDAHO TITLE COMPANY

**469 WASHINGTON • MONTPELIER, ID 83254**

**Phone (208)847-1300 • Fax (208)847-1314**

## COMMITMENT FOR TITLE INSURANCE

**Prepared-For:**

**MOUNTAIN RETREAT REAL ESTATE LLC**
**PO BOX 97**
**AFTON, WY 83110**

| | |
|---|---|
| **FILE NO.:** | **20170039** |
| **BUYER/BORROWER:** | **ROBERT L. GEDDES and TAMRA W. GEDDES** |
| **SELLER:** | **MICHAEL P. MECHAM, Trustee of the MICHAEL P. MECHAM LIVING TRUST dated May 1st 2008** |

**Thank you for choosing First Idaho Title Company**

**ALTA Plain Language Commitment Form**

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

*The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

TABLE OF CONTENTS

Page

AGREEMENT TO ISSUE POLICY

SCHEDULE A

I. Commitment Date
II. Policies to be Issued, Amounts and Proposed Insureds
III. Interest in the Land and Owner
IV. Description of the Land

SCHEDULE B-I – REQUIREMENTS

SCHEDULE B-II – EXCEPTIONS

CONDITIONS

# TITLE INSURANCE COMMITMENT

# BY

## *FIRST AMERICAN TITLE INSURANCE COMPANY*

**First Idaho Title Company**
**469 Washington**
**Montpelier, ID 83254**
**(208) 847-1300**
**Fax: (208) 847-1314**

### AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment date shown in Schedule A.

If the requirements shown in this Commitment have not been met within 6 months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

*FIRST AMERICAN TITLE INSURANCE COMPANY*

By: Marla P Johnson
**Authorized Signatory**

## THE CONDITIONS

1. DEFINITIONS

   "Mortgage" means mortgage, deed of trust or other security instrument, (b) "Public Records" means title records that give construction notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

   The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment date and the date on which all of the requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

4. LIMITATION OF OUR LIABILITY

   Our only obligation is to issue to you the Policy referred to in this commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

   Comply with the Requirements shown in Schedule B – Section I

   or

   Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

   We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

   Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

Prepared-For:
MOUNTAIN RETREAT REAL ESTATE LLC
PO BOX 97
AFTON, WY 83110

Agent:
FIRST IDAHO TITLE COMPANY
469 WASHINGTON
MONTPELIER, ID 83254

# COMMITMENT FOR TITLE INSURANCE

FIRST AMERICAN TITLE COMPANY

File No. 20170039

## SCHEDULE A

1. Effective date: February 16, 2017 at 10:00 AM

2. Policy (or Policies) to be Issued:

| | | Amount |
|---|---|---|
| (a) ALTA OWNER'S POLICY 06-17-06 | $ | 40,000.00 |
| Owner's Standard Policy Premium $413.00 less credit of $103.00: | $ | 310.00 |

Proposed Insured:

ROBERT L. GEDDES and TAMRA W. GEDDES

(b) ALTA LOAN POLICY 06-17-06 $

Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

MICHAEL P. MECHAM, Trustee of the MICHAEL P. MECHAM LIVING TRUST dated May 1st 2008

4. The land referred to in this Commitment is located in the County of **Bear Lake**, State of **IDAHO** and is described as follows:

See Attached Exhibit "A"

# EXHIBIT A

PARCEL NO. 1:
Lots 59, 64, 65 & 72 of the BAILEY CREEK SUBDIVISION NO. 4, according to the official plat thereof, records of Bear Lake County, Idaho.

PARCEL NO. 2:
ALSO: Beginning at a point North 32°55'10" East 2139.65 feet from the Southeast Corner of Section 6, Township 10 South, Range 42 South, Boise Base & Meridian, Bear Lake County, Idaho, said point also being Southeast Corner of Lot 59 of the Bailey Creek Subdivision No. 4, and running thence North 77°00'00" East 153.88 feet to the Southeast Corner of Lot 60 of said Subdivision; thence North 0°01'00" East 841.69 feet to the Northeast angle point of Lot 70 of said Subdivision; thence North 89°57'00" West 329.05 to the Northeast Corner of Lot 72 of the said Subdivision; thence South 1°30'00" West 217.25 feet to the North Right of Way line of Crow Circle; thence South 3°09'40" West 50.02 feet to the South Right of Way line of the said road, this point is also being the Northeast Corner of Lot 65 of the said Subdivision; thence South 3°19'10" West 206.56 feet; thence South 11°04'00" East 184.39 feet to the North Right of Way line of Stag Circle and a point on a 50.00 feet radius curve to the left; thence Southerly along said Right of Way line and curve for an arc distance of 8.26 feet (central angle =9°27'55") to the Southeast Corner of Lot 64 of said Subdivision; thence South 30 00'00" East 50.00 feet to the South Right of Way line of said circle and a point on a 50.00 feet radius to the left; thence Easterly along said curve for an arc distance of 44.51 feet (central angle = 51°00'00") to the Northeast Corner of Lot 59 of said Subdivision; thence leaving said Right of Way line South 30°00'00" East 193.28 feet to the Point of Beginning.

EXCEPTING THEREFROM all Oil, Gas, Geothermal and other Mineral Rights from all of the above described property.

File No. 20170039

## SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. **Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:**

Warranty Deed from MICHAEL P. MECHAM, Trustee of the MICHAEL P. MECHAM LIVING TRUST dated May 1st 2008, to ROBERT L. GEDDES and TAMRA W. GEDDES, husband and wife, conveying the premises described in Schedule A hereof, in fee simple, free and unencumbered.

2. **Pay the full consideration to, or for, the account of, the Grantors or Mortgagors.**
3. **Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.**
4. **Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.**

5. We require a copy of the Trust Agreement and any Amendments thereof of the MICHAEL P. MECHAM LIVING TRUST dated May 1st 2008. The forthcoming Warranty Deed must be executed in conformity with powers granted to the Trustee of the Trust Agreement.

FIRST AMERICAN TITLE COMPANY

File No. 20170039

## SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claim; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. General taxes for the year 2016 in the amount of $290.26 are paid in full. General taxes for the year 2017 and subsequent years are accruing liens, not yet due or payable.
   NOTE: Bear Lake County Tax Parcel 14059, 14064, 14065, 14072, & 2253.10.

8. Special assessments of Terracor and/or Bailey Creek Community Association, if any, for which we make no search.

9. Subject to the interest of R. W. SLEMAKER and those claiming under him pursuant to Warranty Deed dated 19 August 1948, as to an undivided 15/16th interest of all oil, gas, and other minerals; recorded 19 August 1948 in Book 42 of Deeds, page 199, as Instrument No. 61353, records of Bear Lake County, Idaho.
   Grantor: J. WARREN HIGLEY and MARTHA L. HIGLEY, husband and wife
   Grantee: R. W. SLEMAKER

10. Quit Claim Deed dated 31 March 1973, as to an undivided 1/16th interest of all oil, gas, and other minerals; recorded 04 April 1973 as Microfilm Instrument No. 100528, records of Bear Lake County, Idaho.
    Grantor: TERRACOR, a Utah Corporation
    Grantee: TERRA ENGINEERING, a Utah Corporation

11. Recorded Plat of Bailey Creek Subdivision No. 4, recorded 16 November 1973 as Microfilm Instrument No. 101897; revised and re-recorded 23 September 1975 as Microfilm Instrument No. 106210, records of Bear Lake County, Idaho.

12. Declaration of Covenants, Conditions and Restrictions of BAILEY CREEK COMMUNITY ASSOCIATION, dated 24 January 1974 and recorded 20 February 1974 as Microfilm Instrument No. 102529, records of Bear Lake County, Idaho.

13. Memorandum of Agreement executed by and between TERRACOR, a Utah Corporation and BAILEY CREEK COMMUNITY ASSOCIATION, INC., an Idaho non-profit Corporation; dated 16 December 1982 and recorded 20 December 1982 as Microfilm Instrument No. 129917, records of Bear Lake County, Idaho.

14. Amended Declaration of Covenants, Conditions and Restrictions of BAILEY CREEK COMMUNITY ASSOCIATION, dated 07 May 1985 and recorded 29 May 1986 as Microfilm Instrument No. 140764, records of Bear Lake County, Idaho.

(Continued)

FIRST AMERICAN TITLE COMPANY

File No. 20170039

## SCHEDULE B - SECTION 2
## (CONTINUED)

15. Amended Declaration of Covenants, Conditions and Restrictions of BAILEY CREEK COMMUNITY ASSOCIATION, dated 01 May 1989 and recorded 31 May 1989 as Microfilm Instrument No. 148485, records of Bear Lake County, Idaho.

16. Petition to the Board of County Commissioners of Bear Lake County, Idaho, for Partial Vacation of Plats, dated 19 May 1989, executed by TERRACOR and THE BAILEY CREEK COMMUNITY ASSOCIATION; recorded 13 July 1989 as Microfilm Instrument No. 148720, records of Bear Lake County, Idaho.

17. All rights, title or interest in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and rights to enter upon and use the surface of the land for exploration, drilling or extraction related purposes.

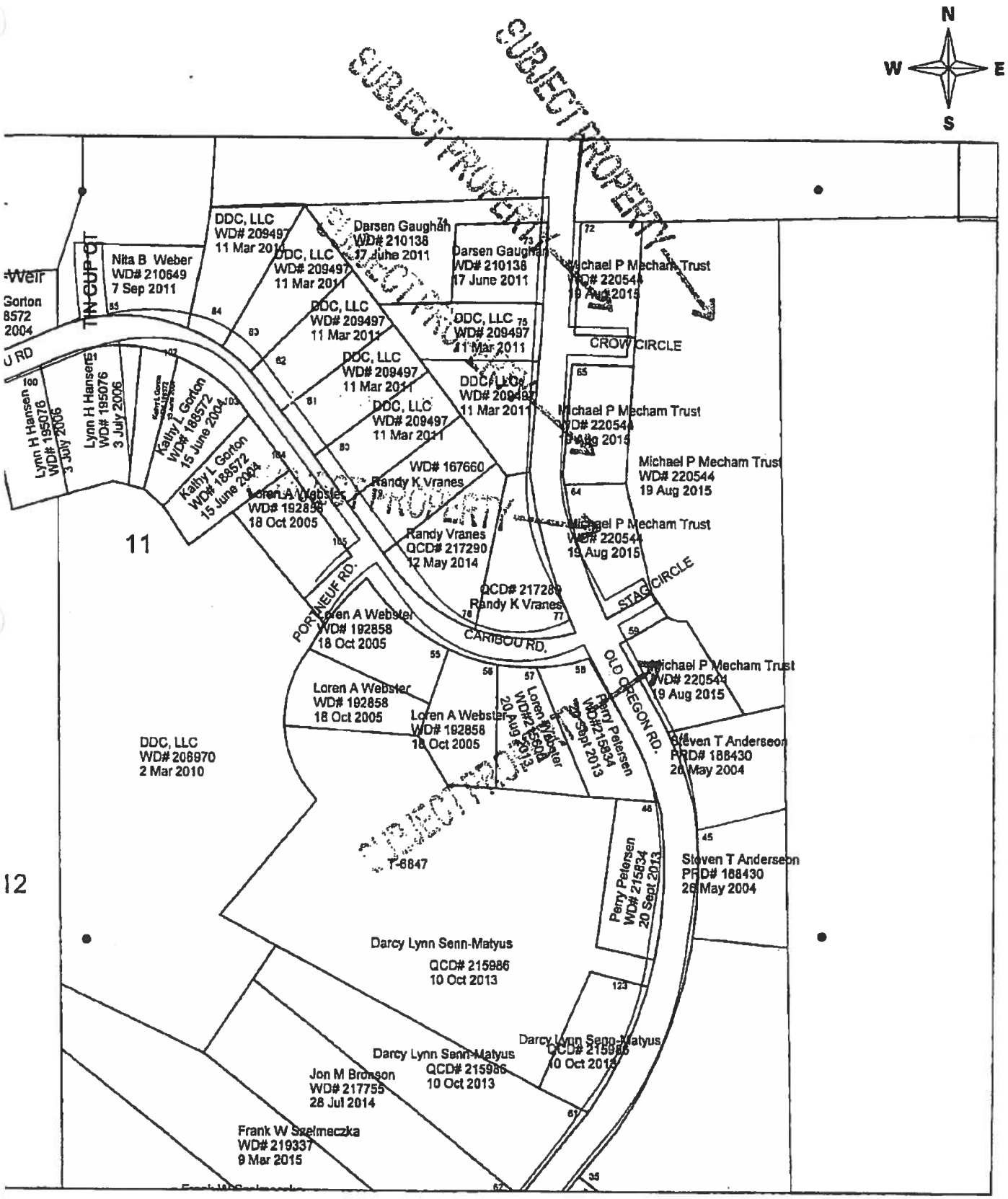
    This commitment/policy does not purport to disclose documents of record pertaining to the above referenced rights.

Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date of the commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

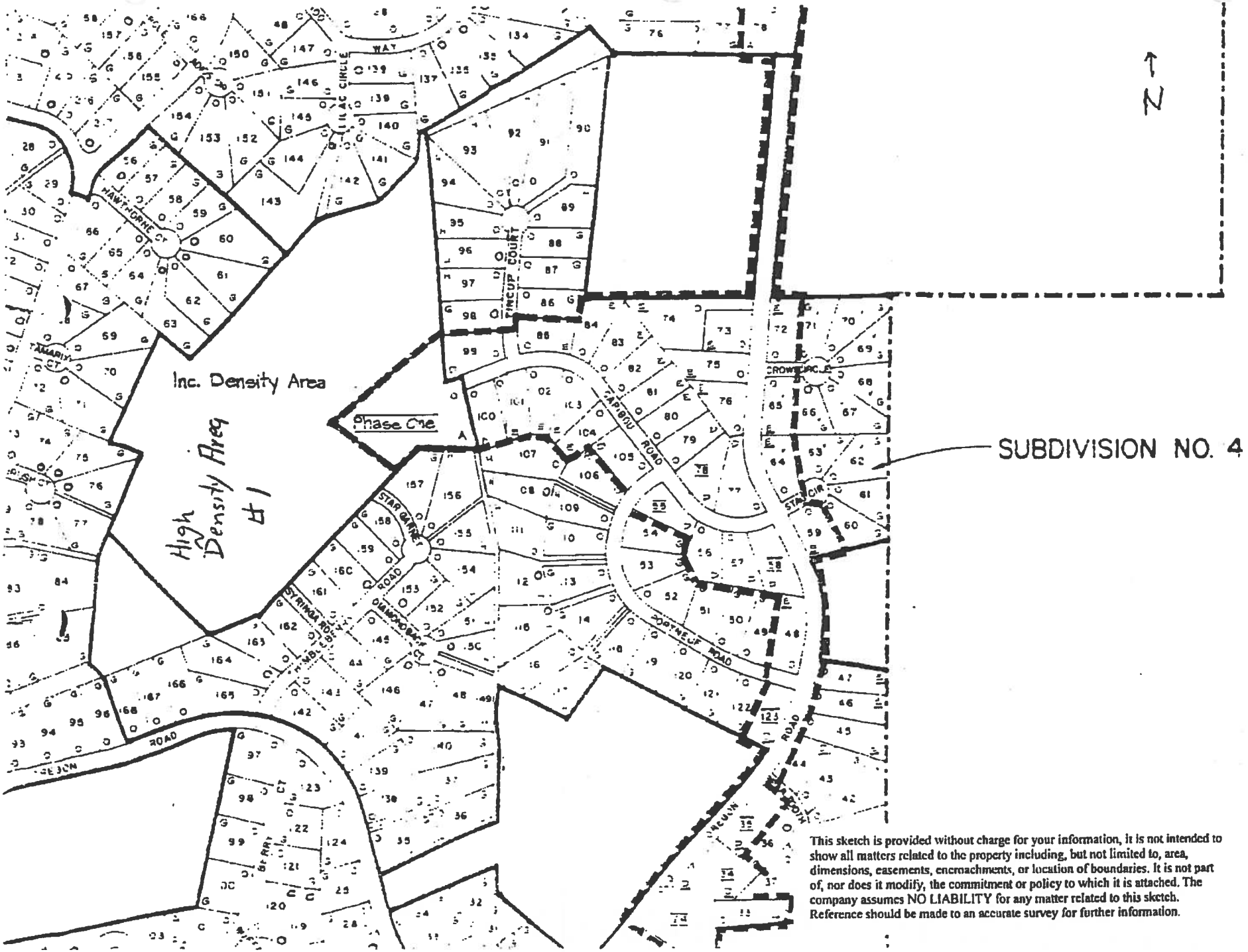
NOTE: EXCEPTIONS NO. 1 -6 WILL NOT APPEAR IN AN ALTA EXTENDED COVERAGE POLICY TO BE ISSUED HEREUNDER.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance if $2,000,000.00 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org.

*




This sketch is provided without charge for your information, it is not intended to show all matters related to the property including, but not limited to area dimensions, encroachments, or location of boundaries. It is not a part of, nor does it modify the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. References should be made to an accurate survey for further information.*

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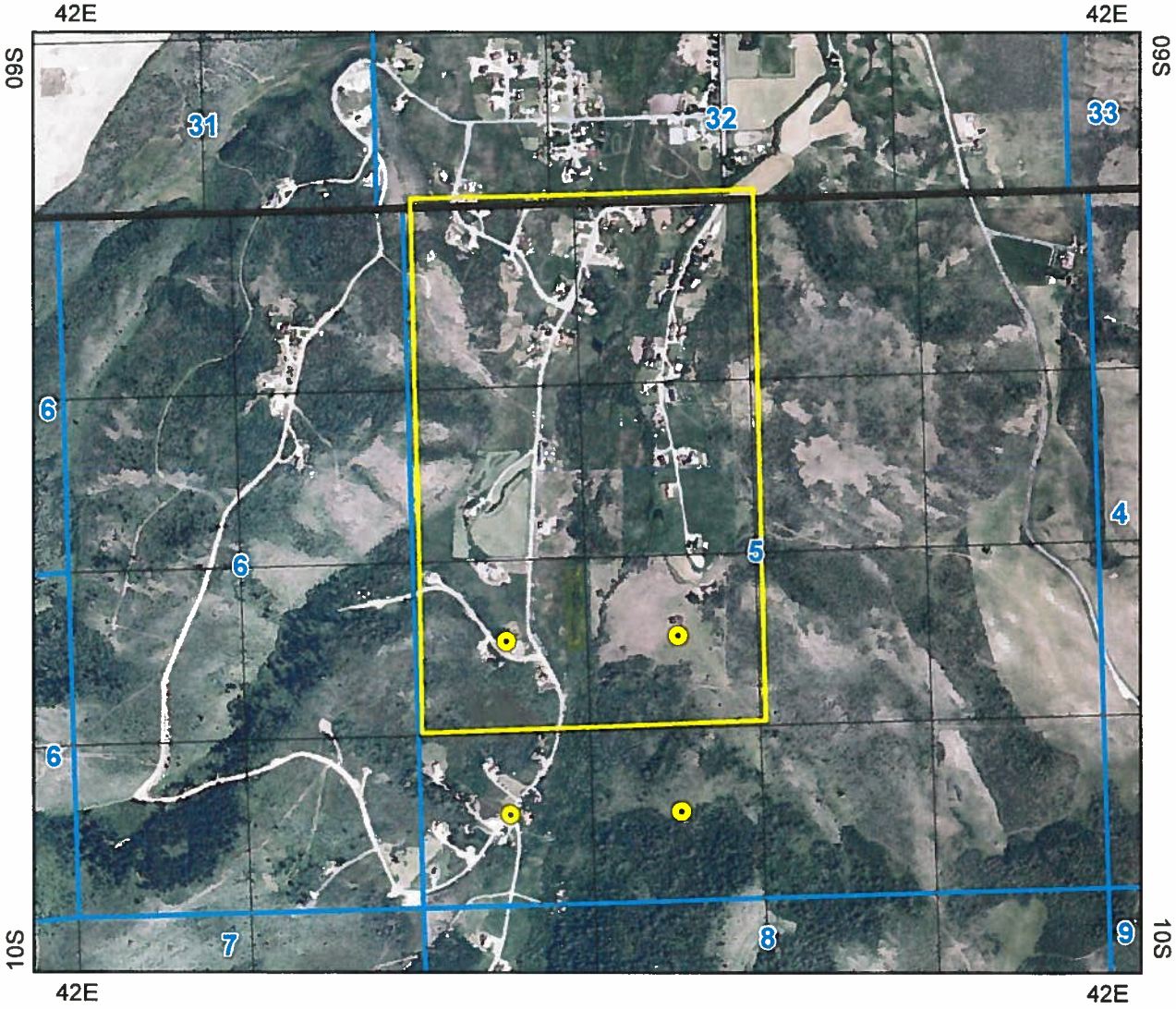
State of Idaho
Department of Water Resources

# Water Right

## 11-2020

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.




Map produced on March 10, 2017

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

3/10/2017

WATER RIGHT NO. 11-2020

| Owner Type | Name and Address |
|---|---|
| Current Owner | HARVEY W HIGLEY<br>SODA SPRINGS, ID 83276 |

Priority Date: 04/07/1908
Basis: License
Status: Active

| Source | Tributary |
|---|---|
| BAILEY CREEK | BEAR RIVER |

| Beneficial Use | From | To | Diversion Rate | Volume |
|---|---|---|---|---|
| IRRIGATION | / | / | 3 CFS | |
| DOMESTIC | / | / | | |
| Total Diversion | | | 3 CFS | |

Location of Point(s) of Diversion:

| | | | | | |
|---|---|---|---|---|---|
| BAILEY CREEK | NESW | Sec. 05 | Township 10S | Range 42E | BEAR LAKE County |
| BAILEY CREEK | NWSW | Sec. 05 | Township 10S | Range 42E | BEAR LAKE County |
| BAILEY CREEK | SWSW | Sec. 05 | Township 10S | Range 42E | BEAR LAKE County |
| BAILEY CREEK | SESW | Sec. 05 | Township 10S | Range 42E | BEAR LAKE County |

Place(s) of use:

Place of Use Legal Description: IRRIGATION BEAR LAKE County

| Township | Range | Section | Lot | Tract | Acres | Lot | Tract | Acres | Lot | Tract | Acres | Lot | Tract | Acres |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10S | 42E | 5 | | NENW | 35 | | NWNW | 20 | | SWNW | 25 | | SENW | 30 |
| | | | | NESW | 30 | | NWSW | 10 | | | | | | |

Place of Use Legal Description:DOMESTIC same as IRRIGATION

Total Acres: 150

Conditions of Approval:

1. 1 P/D IN CENTER OF SW1/4, S5, T10S, R42E. 1 P/D IN NWSW, S5, T10S, R42E.

Dates:
Licensed Date: 10/06/1910
Decreed Date:
Permit Proof Due Date:
Permit Proof Made Date:
Permit Approved Date:
Permit Moratorium Expiration Date:
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:
Owner Name Connector:
Water District Number: 11A
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plantiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:

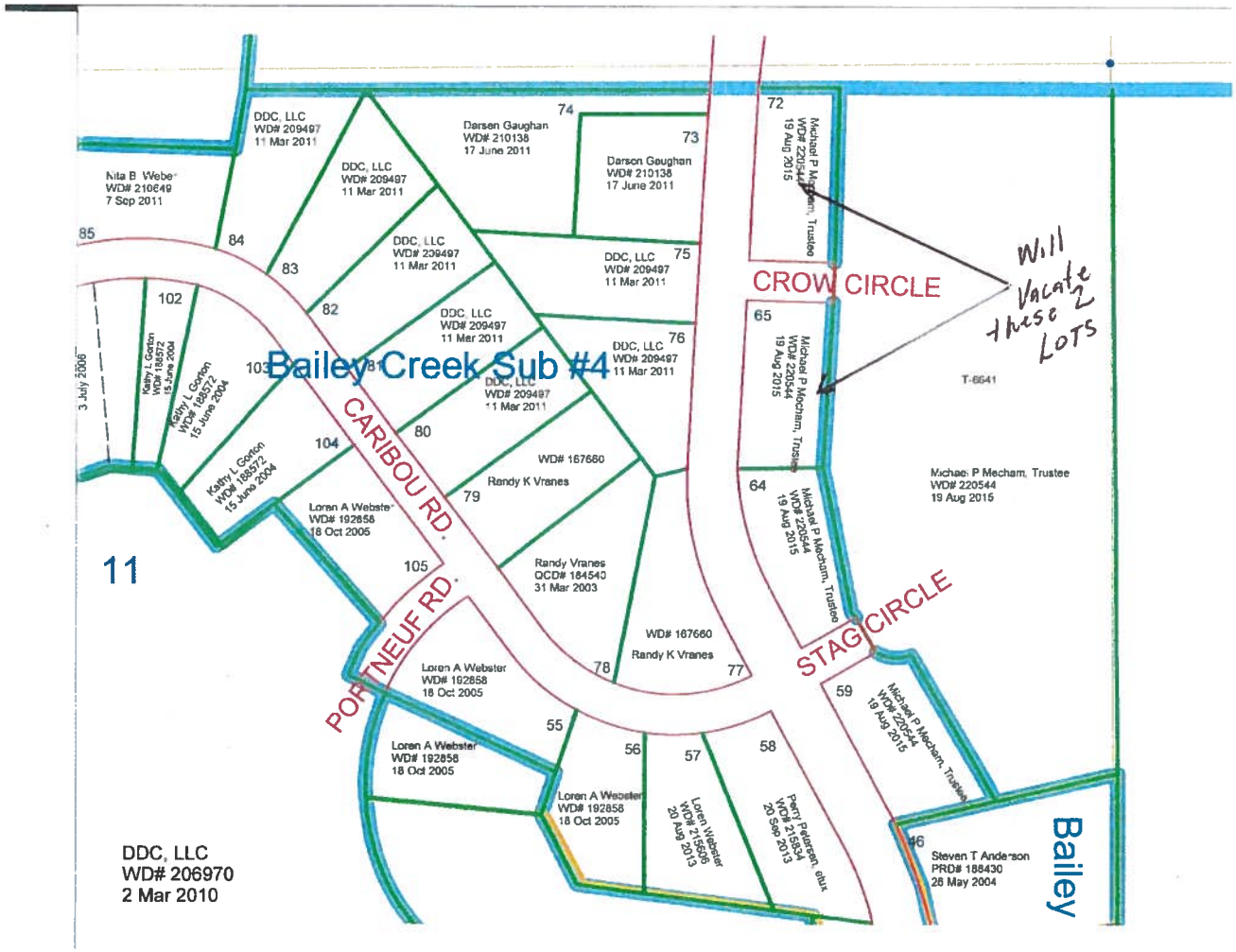
Mitigation Plan: False

Close

Google earth

feet 700
meters 200

From: **lynn lewis** lynnl@dcdi.net
Subject: mecham property
Date: July 13, 2016 at 3:14 PM
To: sssrlg@gmail.com



State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 1, 2017

ROBERT L GEDDES
TAMRA W GEDDES
2602 E BERNICE DR
MERIDIAN ID 83646

Re: Change in Water Right Ownership: 11-2020 (Split into 11-2020 and 11-7828)

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records based on the information received to reflect the change in ownership and has enclosed a computer-generated report for your records.

**Your portion of these water rights has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required.** Please contact this office for further information on the Application for Transfer form or you can find the forms at www.idwr.idaho.gov. If you do not plan on changing any items on your water right, then no further action is required at this time.

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 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.

Please feel free to contact me at 208-287-4942 if you have any questions concerning the enclosed information or this letter.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure

c: Water District No. 11A

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
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GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 1, 2017

HARVEY W HIGLEY
POST OFFICE
SODA SPRINGS ID 83276

Re: Change in Water Right Ownership: 11-2020 (Split into 11-2020 and 11-7828)

Dear Water Right Holder(s):

We have received and processed a Change of Ownership for a portion of your original Water Right as referenced above. This change of ownership resulted in a split of your original water right.

When a portion of the original water right has been conveyed to another and the original right has been split, a new water right number is issued to the new owner representing their portion of the original water right. Each water right contains only the portion of the original right for each separate owner. The original water right number reflects your remaining portion of the water right, after the change of ownership. Enclosed is a copy of this water right for your records. Please refer to your water right number when corresponding with our office.

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 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.

If you have any questions concerning this ownership change, or the enclosed information, please contact me at 208-287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure

c: Water District NO. 11A

RECEIVED
MAR 14 2017
DEPARTMENT OF
WATER RESOURCES

**Robert L. Geddes**
2602 East Bernice Drive
Meridian, Idaho 83646
208-547-2423

Mr. Jeff Peppersack
Idaho Department of Water Resources
322 East Front Street, 6th Floor
Boise, Idaho 83720-0098

Dear Mr. Peppersack:

Again, thank you for helping me comply with the process of completing the requirements to make a change in a Water Right Ownership for Idaho Water Right 11-2020. As we have discussed, I have purchased an 8.2 acre parcel of land along Bailey Creek a tributary to the Bear River in Bear Lake County, Idaho. The property I have acquired was included in a 150 acre parcel with an appropriated water right of 3.0 cfs and a priority date of 04/07/1908. The beneficial use was identified as irrigation/domestic.

My desire it to have my name listed on the ownership of Water Right 11-2020 for a proportional amount of 0.16 cfs* and to preserve the original Water Right priority date. The diversion will be made by pumping from Bailey Creek.

With the application **Notice of Change in Water Right Ownership**, I have included:

- Copy of Water Right 11-2020 with designation of acreage included for the beneficial use
- Filing Fee payment of $100.00
- Warranty Deed transferring this land into my and my wife's name
- Commitment of Title Insurance (indicates ownership history of this property)
- Aerial Photograph of the property
- Bear Lake County Plat Map of property

In addition to irrigation and domestic beneficial uses. As I develop this property I will ultimately request a permit for an approximate ¼ acre pond. Some of this water right will then be requested for use to provide mitigation for the small amount of evaporation that will occur. I will work to obtain affidavits from historic owners and those who have leased/rented this property to verify that this water right and subsequent water rights (11-370, 11-371, 11-372) associated with the July 14, 1920 Dietrich Decree have provided water to satisfy beneficial uses on this property.

If there is any additional information that would be helpful for me to provide to you, please notify me.

Sincerely,

Robert L. Geddes

*(150 acres/3.0 cfs = 8.2 acres/0.16 cfs)