

RECEIVED

OCT 11 2016

DEPT OF WATER RESOURCES
SOUTHERN 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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
45-13625	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-14294	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-532	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-14296	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Chatburn Brothers Inc
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jeffery J. Chatburn and Tamera Chatburn
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 26 Albion ID 83311
Mailing address City State ZIP
208.431.6635
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: _____
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 45-532

8. Signature: [Signature] Title, if applicable _____ Date 10-6-16
Signature of new owner/claimant
- Signature: Tamera Chatburn Title, if applicable _____ Date 10-6-16
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 10-11-2016 Receipt No. 5035759 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 _____ Date _____



Order No.: A1091766

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
11:00:06 am 05-19-2010
2010-002488
NO. PAGES: 3 FEE: \$9.00
DEE YEAMAN
COUNTY CLERK
DEPUTY: UIKI
#47511

Corporation Warranty Deed

For value received,

Chatburn Brothers, Inc., an Idaho corporation

the grantor, does hereby grant, bargain, sell, and convey unto

The Fillmore Family Limited Partnership, an Idaho limited partnership

whose current address is 1775 E. Dunwoody Court, Meridian, Idaho 83642

the grantees, the following described premises, in Cassia County, Idaho, to wit:

EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

In witness whereof, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: May 18, 2010

Chatburn Brothers, Inc., an Idaho corporation

By: 
Jeff Chatburn
President

State of Idaho)

County of Cassia) ss.

On this 18th day of May, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeff Chatburn, known or identified to me to be the President of the corporation that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation and that such corporation executed it.

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
My Commission Expires: 2-5-14
City of Residence: Minidoka, ID

Terri McBride
Notary Public
State of Idaho

EXHIBIT "A"

PARCEL NO. 1:

TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 22: SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 23: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 27: W $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 28: E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Section 33: NW $\frac{1}{4}$ and SE $\frac{1}{4}$, EXCEPTING THEREFROM, the following described tracts:

TRACT NO. 1:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 33, which shall be the True Point of Beginning;
Thence North for 138.00 feet;
Thence East for 600.00 feet;
Thence South for 150.00 feet;
Thence West for 600.00 feet to the True Point of Beginning.

TRACT NO. 2:

Beginning at the West $\frac{1}{4}$ section corner of Section 33, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence North 00°34'00" West (North rec.) along the west section line for a distance of 150.00 feet to the Point of Beginning;
Thence North 00°34'00" West continuing along said line for a distance of 150.00 feet;
Thence North 89°54'56" East for a distance of 25.16 feet to a 1/4 inch rebar;
Thence North 89°54'56" East for a distance of 1774.84 feet to a 1/2 inch rebar;
Thence South 00°34'00" East for a distance of 300.00 feet to a 1/4 inch rebar on the south line of the NW $\frac{1}{4}$;
Thence South 89°54'56" West along said line for a distance of 1200.00 feet;
Thence North 00°34'00" West (North rec.) for a distance of 150.00 feet;
Thence South 89°54'56" West (West rec.) for a distance of 600.00 feet to the Point of Beginning.

TRACT NO. 3:

Beginning at the W $\frac{1}{4}$ section corner of Section 33, said corner marked by a 5/8 inch rebar; Thence North 00°34'00" West along the west line of Section 33 for a distance of 300.00 feet to a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 00°34'00" West along the west line of Section 33 for a distance of 2357.27 feet to a 5/8 inch rebar at the Northwest corner of Section 33;
Thence North 89°37'30" East along the north line of Section 33 for a distance of 846.09 feet to a 5/8 inch rebar;
Thence South 12°23'46" East for a distance of 318.21 feet to a 5/8 inch rebar;
Thence South 00°10'07" East for a distance of 408.88 feet to a 5/8 inch rebar;
Thence South 02°52'13" East for a distance of 304.75 feet to a 5/8 inch rebar;
Thence South 23°43'58" West for a distance of 289.65 feet to a 5/8 inch rebar;
Thence South 38°36'16" West for a distance of 285.99 feet to a 5/8 inch rebar;
Thence South 19°56'13" East for a distance of 290.84 feet to a 5/8 inch rebar;
Thence South 13°38'07" East for a distance of 592.02 feet to a 5/8 inch rebar;
Thence South 89°54'56" West for a distance of 826.10 feet to a 1/4 inch rebar;
Thence South 89°54'57" West for a distance of 25.16 feet to the Point of Beginning.

-Continued-

TRACT NO. 4:

Beginning at the North ¼ corner of Section 33, said corner marked by a 5/8 inch rebar; Thence South 89°24'11" East for a distance of 685.93 feet to a ½ inch rebar; Thence South 01°19'36" West for a distance of 1238.57 feet, which shall be the Point of Beginning; Thence South 01°19'36" West for a distance of 937.60 feet to a ½ inch rebar; Thence North 82°04'09" West for a distance of 440.77 feet to a ½ inch rebar; Thence South 00°33'38" West for a distance of 421.70 feet to a ½ inch rebar; Thence South 89°29'37" West for a distance of 175.13 feet to a ½ inch rebar; Thence South 04°52'53" West for a distance of 125.89 feet; Thence South 89°54'56" West for a distance of 827.24 feet to a ½ inch rebar; Thence North 00°34'00" West for a distance of 300.00 feet to a ½ inch rebar; Thence South 89°54'56" West for a distance of 948.74 feet to a 5/8 inch rebar; Thence North 13°38'07" West for a distance of 592.02 feet to a 5/8 inch rebar; Thence North 19°56'13" West for a distance of 290.84 feet to a ½ inch rebar; Thence North 38°36'16" East for a distance of 285.99 feet to a 5/8 inch rebar; Thence North 23°43'58" East for a distance of 42.79 feet; Thence North 89°37'10" East for a distance of 2470.30 feet to the Point of Beginning.

TRACT NO. 5:

Beginning at the North ¼ corner of Section 33, said corner marked by a 5/8 inch rebar, which shall be the Point of Beginning; Thence South 89°24'11" East for a distance of 685.93 feet to a ½ inch rebar; Thence South 01°19'36" West for a distance of 1238.57 feet; Thence South 89°37'10" West for a distance of 2470.30 feet; Thence North 23°43'58" East for a distance of 246.86 feet to a 5/8 inch rebar; Thence North 02°52'13" West for a distance of 304.75 feet to a 5/8 inch rebar; Thence North 00°10'07" West for a distance of 408.88 feet to a 5/8 inch rebar; Thence North 12°23'46" West for a distance of 318.21 feet to a 5/8 inch rebar; Thence North 89°37'30" East for a distance of 1798.49 feet to the Point of Beginning.

Section 34:

N¼, NW¼SW¼, SKSW¼

WARRANTY DEED

CASSIA COUNTY

Recorded for:

LAND TITLE AND ESCROW

2:53:54 pm 06-12-2014#51044

2014-002419

No. Pages: 6

Fee: \$25.00

JOSEPH W. LARSEN

County Clerk

Deputy: TPOLLARD

For Value Received

THE FILLMORE FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership

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

JEFFREY J. CHATBURN and TAMERA CHATBURN, husband and wife

Address: P.O. BOX 26, ALBION, ID 83311

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

SEE ATTACHED EXHIBIT "A"

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

SUBJECT TO:

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

Taxes for 2014 and subsequent years, a lien, but not yet due or payable.

A Permanent Easement as disclosed by Quitclaim Deed, dated January 15, 1969 and recorded January 17, 1969 as Instrument No. 44419 on Film No. 59, records of Cassia County, Idaho and by Warranty Deed, dated January 17, 1969 and recorded January 17, 1969 as Instrument No. 44420 on Film No. 59, records of Cassia County, Idaho.

(Covers Section 4, Township 12 South, Range 25 East Boise Meridian.)

Agreement For Purchase Of Power between Raft River Rural Electric Cooperative, Inc., Seller and Jim Chatburn, Consumer, dated June 2, 1971 and recorded September 1, 1972 as Instrument No. 64972 on Film No. 78, records of Cassia County, Idaho, covering the E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 4, Township 12 South, Range 25 East of the Boise Meridian.

Agreement For Purchase Of Power between Raft River Rural Electric Cooperative, Inc., Sello and Vard Chatburn, Consumer, dated March 12, 1974 and recorded May 7, 1976 as Instrument No. 90445 on Film No. 101, records of Cassia County, Idaho, covering the NW $\frac{1}{4}$, Section 4, Township 12 South, Range 25 East of the Boise Meridian.

Agreement For Purchase Of Power between Raft River Rural Electric Cooperative, Inc., Seller and Jim Chatburn, Consumer, dated April 18, 1977 and recorded April 26, 1977 as Instrument No. 98030 on Film No. 108, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 4, Township 12 South, Range 25 East of the Boise Meridian.

Oil and Gas Lease by and between J. Vard Chatburn and Bennie Gerald Chatburn, etal, and Faith Financial Services, dated May 6, 1981 and recorded June 5, 1981 as Instrument 135539 on Film No. 142, records of Cassia County, Idaho. (Covers a portion of Parcel Nos. 3 and 6)

Reservation contained in Warranty Deed, executed by Joseph William Chatburn, to J. Vard Chatburn, dated October 5, 1981 and recorded December 15, 1981 as Instrument No. 140083 on Film No. 146, records of Cassia County, Idaho, which reads as follows: "The Grantor retains and reserves under surface rights to all oil, gas, coal, other hydrocarbons, minerals and geothermal energy in direct proportion to the percentage set forth in the Correct Deed of Distribution dated November 10, 1980." (As to an undivided 4% interest in the herein described property.) (Parcel No. 6)

Agreement For Electric Service between Raft River Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and John Fillmore, Consumer, dated January 17, 1997 and recorded January 29, 1997 as Instrument No. 247201 on Film No. 284, records of Cassia County, Idaho, covering the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4, Township 12 South, Range 25 East of the Boise Meridian.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Jim Chatburn, Consumer, dated November 10, 1999 and recorded December 15, 1999 as Instrument No. 266404, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4, Township 12 South, Range 25 East of the Boise Meridian.

Agreement For Electrical Service And Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Jeffrey Chatburn, Consumer, dated October 15, 2003 and recorded February 2, 2004 as Instrument No. 293816, records of Cassia County, Idaho. (Covers the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4 Township 12 South Range 25 East of the Boise Meridian.)

Agreement For Electrical Service And Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Sandra L. Viau, Consumer, dated September 21, 2006 and recorded September 29, 2006 as Instrument No. 311156, records of Cassia County, Idaho. (Covers the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 Township 12 South Range 25 East of the Boise Meridian.)

Easement Agreement by and between Marsh Creek Estates, LLC and Chatburn Brothers, Inc., dated March 5, 2010 and recorded March 8, 2010 as Instrument No. 2010-001127, records of Cassia County, Idaho. (Covers the N $\frac{1}{2}$ of Section 33, Township 11 South, Range 25 East of the Boise Meridian.)

Reservation contained in Warranty Deed between Chatburn Brothers, Inc., an Idaho Corporation, as grantor and Parker & Hallett LLC, an Idaho limited liability company, as grantee, dated March 5, 2010 and recorded March 8, 2010 as Instrument No. 2010-001128, records of Cassia County, Idaho. (Covers the N $\frac{1}{2}$ of Section 33, Township 11 South, Range 25 East of the Boise Meridian.)

Easement Agreement by and between Chatburn Brothers, Inc. and Parker & Hallett, LLC, dated March 5, 2010 and recorded March 8, 2010 as Instrument No. 2010-001129, records of Cassia County, Idaho. (Covers Section 33, Township 11 South, Range 25 East of the Boise Meridian.)

Hunting Easement Agreement by and between Chatburn Brothers, Inc., an Idaho corporation, Jeffery J. Chatburn and Tamara Chatburn, husband and wife, and Parker & Hallett LLC an Idaho limited liability company, dated March 5, 2010 and recorded March 8, 2010 as Instrument No. 2010-001131, records of Cassia County, Idaho. (Covers additional property not included herein.)

Effects, if any, of Judgment On Judicial Review between, Albion Highway District, Respondent and Jeff Chatburn and Tammy Chatburn, Petitioners, Case No. CV 2009-0000664D, in the District of the Fifth Judicial District of the State of Idaho, in and for the County of Cassia, dated March 19, 2012 and recorded March 22, 2012 as Instrument No. 2012-001205, records of Cassia County, Idaho, in the matter of Road Validation Proceed of Road 800 South from 1250 East Coordinate East to the BLM Lands (aka "Cottler Mountains").

Agreement For Electrical Service And Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Scott Jones, Consumer, dated October 16, 2012 and recorded October 22, 2012 as Instrument No. 2012-004884, records of Cassia County, Idaho. (Covers the NE¼NE¼ of Section 4 Township 12 South Range 25 East of the Boise Meridian.)

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

Dated: June 9, 2014

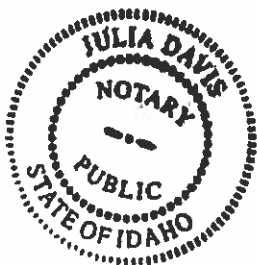
THE FILLMORE FAMILY LIMITED PARTNERSHIP

BY: Myrna S. Fillmore
MYRNA S. FILLMORE, General Partner

BY: Calvin J. Fillmore
CALVIN J. FILLMORE, General Partner

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 9 day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared MYRNA S. FILLMORE and CALVIN J. FILLMORE, known or identified to me to be the general partners in the Partnership of the Fillmore Family Limited Partnership, and the general partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.



Julia Davis
Notary Public
Residing at: Ada CO
My Commission expires: 1-10-17

Exhibit "A"

PARCEL NO. 1:
TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 33: Part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the North $\frac{1}{4}$ corner of Section 33, said corner marked by a 5/8 inch rebar, which shall be the Point of Beginning;

Thence South 89°24'11" East for a distance of 685.93 feet to a $\frac{1}{4}$ inch rebar;

Thence South 01°19'36" West for a distance of 1238.57 feet;

Thence South 89°37'10" West for a distance of 2470.30 feet;

Thence North 23°43'58" East for a distance of 246.86 feet to a 5/8 inch rebar;

Thence North 02°52'13" West for a distance of 304.75 feet to a 5/8 inch rebar;

Thence North 00°10'07" West for a distance of 408.88 feet to a 5/8 inch rebar;

Thence North 12°23'46" West for a distance of 318.21 feet to a 5/8 inch rebar;

Thence North 89°37'30" East for a distance of 1798.49 feet to the Point of Beginning.

PARCEL NO. 2:
A Nonexclusive Perpetual Easement for ingress and egress for the benefit of Parcel No. 1 as created by Easement Agreement by and between Marsh Creek Estates, LLC and Chatburn Brothers, Inc., dated March 5, 2010 and recorded March 8, 2010 as Instrument No. 2010-001127, records of Cassia County, Idaho, over and across the following described property:

TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN
CASSIA COUNTY, IDAHO

Section 33: Part of the W $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, more particularly described as follows:

Beginning at the West $\frac{1}{4}$ section corner of Section 33, said corner marked by a 5/8 inch rebar; Thence North 00°34'00" West along the west line of Section 33 for a distance of 300.00 feet to the Point of Beginning;

Thence North 00°34'00" West for a distance of 57.27 feet;

Thence North 89°37'30" East for a distance of 836.93 feet;

Thence South 13°38'07" East for a distance of 63.27 feet to a 5/8 inch rebar;

Thence South 89°54'56" West for a distance of 806.10 feet;

Thence South 89°54'56" West for a distance of 20.00 feet to a 5/8 inch rebar;

Thence South 89°54'56" West for a distance of 25.16 feet to the Point of Beginning.

PARCEL NO. 3:
A 40 foot wide easement for ingress and egress for the benefit of Parcel No. 1 as Reserved in Warranty Deed by and between Chatburn Brothers, Inc., an Idaho corporation, as grantor and Parker & Hallett LLC, an Idaho limited liability company, as grantee, dated March 5, 2010 and recorded March 8, 2010 as Instrument No. 2010-001128, records of Cassia County, Idaho.

PARCEL NO. 4:
TOWNSHIP 11 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 21: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 22: SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 23: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 27: W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 28: E $\frac{1}{2}$ NB $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

Section 33: N $\frac{1}{2}$ and SE $\frac{1}{4}$, EXCEPTING THEREFROM, the following described tracts:

Tract No. 1:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 33, which shall be the True Point of Beginning;
Thence North for 150.00 feet;
Thence East for 600.00 feet;
Thence South for 150.00 feet;
Thence West for 600.00 feet to the True Point of Beginning.

Tract No. 2:

Beginning at the West $\frac{1}{4}$ section corner of Section 33, said corner marked by a 5/8 inch rebar with a 3 inch aluminum cap on top; Thence North 00°34'00" West (North rec.) along the west section line for a distance of 150.00 feet to the Point of Beginning;
Thence North 00°34'00" West continuing along said line for a distance of 150.00 feet;
Thence North 89°54'56" East for a distance of 25.16 feet to a $\frac{1}{2}$ inch rebar;
Thence North 89°54'56" East for a distance of 1774.84 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°34'00" East for a distance of 300.00 feet to a $\frac{1}{2}$ inch rebar on the south line of the NW $\frac{1}{4}$;
Thence South 89°54'56" West along said line for a distance of 1200.00 feet;
Thence North 00°34'00" West (North rec.) for a distance of 150.00 feet;
Thence South 89°54'56" West (West rec.) for a distance of 600.00 feet to the Point of Beginning.

Tract No. 3:

Beginning at the W $\frac{1}{4}$ section corner of Section 33, said corner marked by a 5/8 inch rebar;
Thence North 00°34'00" West along the west line of Section 33 for a distance of 300.00 feet to a 5/8 inch rebar which shall be the Point of Beginning;
Thence North 00°34'00" West along the west line of Section 33 for a distance of 2357.27 feet to a 5/8 inch rebar at the Northwest corner of Section 33;
Thence North 89°37'30" East along the north line of Section 33 for a distance of 846.09 feet to a 5/8 inch rebar;
Thence South 12°23'46" East for a distance of 318.21 feet to a 5/8 inch rebar;
Thence South 00°10'07" East for a distance of 408.88 feet to a 5/8 inch rebar;
Thence South 02°52'13" East for a distance of 304.75 feet to a 5/8 inch rebar;
Thence South 23°43'58" West for a distance of 289.65 feet to a 5/8 inch rebar;
Thence South 38°36'16" West for a distance of 285.99 feet to a 5/8 inch rebar;
Thence South 19°56'13" East for a distance of 290.84 feet to a 5/8 inch rebar;
Thence South 13°38'07" East for a distance of 592.02 feet to a 5/8 inch rebar;
Thence South 89°54'56" West for a distance of 826.10 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°54'57" West for a distance of 25.16 feet to the Point of Beginning.

Tract No. 4:

Beginning at the North $\frac{1}{4}$ corner of Section 33, said corner marked by a 5/8 inch rebar; Thence South 89°24'11" East for a distance of 685.93 feet to a $\frac{1}{2}$ inch rebar; Thence South 01°19'36" West for a distance of 1238.57 feet, which shall be the Point of Beginning;
Thence South 01°19'36" West for a distance of 937.60 feet to a $\frac{1}{2}$ inch rebar;
Thence North 82°04'09" West for a distance of 440.77 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°33'38" West for a distance of 421.70 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°29'37" West for a distance of 175.13 feet to a $\frac{1}{2}$ inch rebar;
Thence South 04°52'53" West for a distance of 125.89 feet;
Thence South 89°54'56" West for a distance of 827.24 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°34'00" West for a distance of 300.00 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°54'56" West for a distance of 948.74 feet to a 5/8 inch rebar;
Thence North 13°38'07" West for a distance of 592.02 feet to a 5/8 inch rebar;
Thence North 19°56'13" West for a distance of 290.84 feet to a $\frac{1}{2}$ inch rebar;
Thence North 38°36'16" East for a distance of 285.99 feet to a 5/8 inch rebar;
Thence North 23°43'58" East for a distance of 42.79 feet;
Thence North 89°37'10" East for a distance of 2470.30 feet to the Point of Beginning.

Tract No 5:

Beginning at the North $\frac{1}{4}$ corner of Section 33, said corner marked by a $\frac{5}{8}$ inch rebar, which shall be the Point of Beginning;

Thence South $89^{\circ}24'11''$ East for a distance of 685.93 feet to a $\frac{1}{4}$ inch rebar;

Thence South $01^{\circ}19'36''$ West for a distance of 1238.57 feet;

Thence South $89^{\circ}37'10''$ West for a distance of 2470.30 feet;

Thence North $23^{\circ}43'58''$ East for a distance of 246.86 feet to a $\frac{5}{8}$ inch rebar;

Thence North $02^{\circ}52'13''$ West for a distance of 304.75 feet to a $\frac{5}{8}$ inch rebar;

Thence North $00^{\circ}10'07''$ West for a distance of 408.88 feet to a $\frac{5}{8}$ inch rebar;

Thence North $12^{\circ}23'46''$ West for a distance of 318.21 feet to a $\frac{5}{8}$ inch rebar;

Thence North $89^{\circ}37'30''$ East for a distance of 1798.49 feet to the Point of Beginning.

Section 34:

$N\frac{1}{2}$, $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{4}SW\frac{1}{4}$



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 24, 2016

JEFFREY CHATBURN
TAMERA CHATBURN
PO BOX 26
ALBION ID 83311

RE: Change of Ownership for Water Right Nos. 45-532, 45-13625, 45-14294 and 45-14296

Dear Water Right Holder(s):

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

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.

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.

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (16276230)

RECEIVED

OCT 11 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION



TitleOne

a title & escrow co.

October 7, 2016

Trish Fawcett
ID Dept. of Water Resources
650 Addison Avenue West, Suite 500
Twin Falls, ID 83301

RE: TitleOne File No. 16276230
Jeffery J. and Tamera Chatburn

Dear Trish:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Change in Water Right Ownership.
2. Land Title and Escrow, Inc. dba TitleOne's check no. 7616 payable to the Idaho Department of Water Resources in the amount of \$100.00 for the water transfer fee.
3. The original executed Notice of Security Interest in a Water Right.
4. Land Title and Escrow, Inc. dba TitleOne's check no. 7627 payable to the Idaho Department of Water Resources in the amount of \$300.00.

Please make the necessary changes in the records to indicate the new owner.
Please send a receipted copy to this office.

Should you have any questions, or if TitleOne may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx