

RECEIVED ✓

SEP 16 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN REGION

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?
47-7270	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Sunsett Butte LLC

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): James L. Wells Ruth T. Wells

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or790 E 3800 NBuhlId83316

Mailing address

City

State

ZIP

208 308 1950

Telephone

Jim Wells FNZR idaho.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: Aug 21, 2015

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.

8. Signature: James L. Wells

Signature of new owner/claimant

OWNER

Title, if applicable

9/16/15

Date

- Signature: Ruth T. Wells

Signature of new owner/claimant

owner

Title, if applicable

9/16/15

Date

For IDWR Office Use Only:

Received by DM Date 9-16-2015Receipt No. S035012Receipt Amt. \$25-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 _____

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:278994

FOR VALUE RECEIVED

Sunset Butte, LLC, an Idaho Limited Liability Company

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

James L. Wells and Ruth T. Wells, husband and wife

whose current address is 790 E. 3800 N., Buhl, ID 83316

the grantee(s), the following described premises, in Twin Falls County, Idaho, TO WIT:

See Attached Exhibit "A"

Subject to Provisions in Agreement attached as Exhibit "B"

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: August 19, 2015

Sunset Butte, LLC, an Idaho Limited Liability Company

Robin D. Wells - Member
Robin D. Wells, Member

Vivian R. Wells, Member
Vivian R. Wells, Member

State of ID} ss
County of Twin Falls}

On this 20 day of August, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Robin D. Wells and Vivian R. Wells known or identified to me to be the Managing Member in the Limited Liability Company known as Sunset Butte, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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

Debbie Drake
Notary Public for the State of ID
Residing at: Twin Falls, Idaho
Commission Expires: 04-13-2018



TWIN FALLS COUNTY
RECORDED FOR:
ALLIANCE TITLE - TWIN FALLS OF
03:01:03 PM 08-20-2015
2015014141
NO. PAGES 14 FEE \$49.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

EXHIBIT "A"

278994

Parcel 1

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 12: A parcel of land located in the S $\frac{1}{2}$ S $\frac{1}{2}$ being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E $\frac{1}{4}$) corner of Section 12 bears North 00°34'05" West 2649.91 feet;
THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 1325.15 feet to the southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 and being the TRUE POINT OF BEGINNING;
THENCE continuing South 89°32'18" West along the South boundary of the SE $\frac{1}{4}$ of Section 12 for a distance of 1325.15 feet to the South One Quarter (S $\frac{1}{4}$) corner of Section 12;
THENCE continuing South 89°32'18" West along the South boundary of the SW $\frac{1}{4}$ of Section 12 for a distance of 993.86 feet;
THENCE North 00°34'20" West for a distance of 996.37 feet;
THENCE South 89°34'44" West for a distance of 1367.72 feet;
THENCE South 00°34'32" East for a distance of 997.34 feet to a point on the South boundary of the SW $\frac{1}{4}$ of Section 12;
THENCE South 89°32'18" West along the South boundary of the SW $\frac{1}{4}$ of Section 12 for a distance of 288.77 feet to the Southwest corner of Section 12;
THENCE North 00°34'05" West along the West boundary of the SW $\frac{1}{4}$ of Section 12 for a distance of 1330.11 feet to the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12;
THENCE North 89°35'39" East along the North boundary of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 12 for a distance of 2650.16 feet to the Northeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12;
THENCE continuing North 89°35'39" East along the North boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 for a distance of 1325.23 feet to the Northeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12;
THENCE South 00°34'17" East along the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 for a distance of 1326.24 feet to the TRUE POINT OF BEGINNING.

Parcel 2

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Section 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E $\frac{1}{4}$) corner of Section 13 bears South 00°33'48" East 2648.78 feet;
THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of the NE $\frac{1}{4}$ of Section 13 for a distance of 1325.15 feet to the Northeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13 and being the TRUE POINT OF BEGINNING;
THENCE South 00°34'43" East along the East boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13 for a distance of 2649.40 feet to the Southeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 13;

ADW JSW

THENCE South 89°30'41" West along the South boundary of the W½NE¼ of Section 13 for a distance of 1324.45 feet to the Northeast corner of the SW¼ of Section 13;
THENCE South 00°35'37" East along the East boundary of the NE¼SW¼ of Section 13 for a distance of 1325.02 feet to the Southeast corner of the N½SW¼ of Section 13;
THENCE South 89°29'45" West along the South boundary of the N½SW¼ of Section 13 for a distance of 2645.15 feet to the Southwest corner of the N½SW¼ of Section 13;
THENCE North 00°30'01" West along the West boundary of the NW¼SW¼ of Section 13 for a distance of 1325.68 feet to the West One Quarter (W¼) corner of Section 13;
THENCE North 00°45'05" West along the West boundary of the NW¼ of Section 13 for a distance of 2651.30 feet to the Northwest corner of Section 13;
THENCE North 89°32'18" East along the North boundary of the NW¼ of Section 13 for a distance of 288.77 feet;
THENCE South 00°34'32" East for a distance of 331.38 feet;
THENCE North 89°32'53" East for a distance of 1386.00 feet;
THENCE North 08°00'00" East for a distance of 315.01 feet;
THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary the NE¼NW¼ of Section 13;
THENCE North 89°32'18" East along the North boundary of Section 13 for a distance of 2319.01 feet to the TRUE POINT OF BEGINNING.

ADW JW

EXHIBIT "B"

**FIRST ADDENDUM TO REAL ESTATE PURCHASE
AND SALE AGREEMENT**

This First Addendum to Real Estate Purchase and Sale Agreement is made and entered into effective this 20 day of August, 2015, by and between **SUNSET BUTTE, LLC**, an Idaho limited liability company, hereinafter referred to as "Sunset", and **JAMES L. WELLS and RUTH T. WELLS**, hereinafter referred to as "Wells".

WITNESSETH:

WHEREAS, Sunset owns certain parcels of real property located in Twin Falls County, Idaho. Each parcel is more particularly described in this Agreement; and,

WHEREAS, the Wells are purchasing a portion of Sunset's real estate in a transaction scheduled to close on or before August 21, 2015; and,

WHEREAS, the parties have entered into a Real Estate Purchase and Sale Agreement dated June 25, 2015 which calls for an easement across the parcel to be sold to the Wells in favor of real estate owned by Sunset, and which calls for a restrictive covenant to run with the land; and,

WHEREAS, the parties desire to further describe the easement and the restrictive covenant.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties do hereby agree to the reservation of a perpetual, nonexclusive access and utility easement, more particularly described below, for ingress, egress, vehicular travel and the construction, installation, use, replacement and maintenance of utilities and related equipment to service Sunset's real estate which is surrounded by the parcels being sold to Wells. The easement shall be located on, over, under and across a strip of land that is described in

Exhibit "C" attached hereto and incorporated herein by reference. The parties to this Agreement are as set forth below together with their respective successors in interest. This Agreement is subject to the terms and conditions as set forth below.

I. PARTIES.

The parties to this Agreement are as follows:

- A. Sunset Butte, LLC
3219 E 3600 N
Kimberly, ID 83341
- B. James L. Wells and Ruth T. Wells
790 E 3800 N
Buhl, ID 83316

II. PROPERTY BURDENED.

The Wells property burdened by this access and utility easement is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

III. PROPERTY BENEFITTED.

The Sunset property benefitted by this access and utility easement is more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

IV. EASEMENT LEGAL DESCRIPTION.

The specific legal description of the portion of the Wells property subject to the easement is more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof. In addition to the easement reserved in Exhibit "C" for the benefit of and appurtenant to Sunset's real property, the parties acknowledge and confirm the existing easement described on Exhibit "D" attached hereto and by this reference made a part hereof. The easement described on Exhibit "D" is also a perpetual, nonexclusive easement for vehicular access for the benefit of and appurtenant to Sunset's real property described on Exhibit "B".

It is specifically understood by all parties that the actual location of the Exhibit "C" easement may slightly vary from time to time as farming practices and equipment change. Both parties acknowledge and consent to such temporary and minimal deviations from the specific legal description.

V. USE OF THE EASEMENTS.

A. Sunset shall have reasonable access to the Exhibit "C" Easement for the purpose of construction, repair, maintenance, operation, replacement or removal of utilities and related equipment for the benefit of their real property.

B. Sunset may use both easements for the purpose of ingress, egress, and access to their real property, including the use of vehicles and machines.

C. The Wells shall have the right to use and enjoy the surface of the land encumbered by the easements provided that such use does not interfere with the construction, repair, maintenance, operation, replacement or removal of the utilities or related equipment used by Sunset, and does not impede their ingress, egress, or access across the easement property.

D. Sunset may delegate the use of the easements to their agents, tenants, and subtenants for all of the purposes for which Sunset may use the easements.

VI. ATTORNEY'S FEES.

In the event of any suit or proceeding by either party herein and against the other party, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the interest of a party, including the hiring of any attorney in the event of default, the non-defaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorneys' fees and costs, including fees or costs that may be incurred in any appellate proceeding.

VII. PERPETUAL EASEMENT.

The easements referenced in this Addendum are perpetual and shall be binding upon all of the parties hereto and their successors and assigns and shall be deemed to be a covenant running with the real property appurtenant to and for the express benefit of and for the express burden of each party's real property as described herein.

VIII. COVENANT TO NOT COMPETE.

It is expressly acknowledged and agreed to that the Wells property described in Exhibit "A" shall be and is subject to the following covenant: Wells covenants and agrees to not construct any radio antenna supporting structure, including without limitation, towers, poles, monopoles or buildings which contain or are used for the purpose of transmission or reception of radio signals on the purchased property. This covenant shall run with the land and shall bind Wells and their heirs, successors, and assigns of the property, in whole or in part, including without limitation any future owner of the property, in whole or in part.

IX. RECORDING.

This Addendum shall be recorded with the Warranty Deed conveying the real estate to Wells described in Exhibit "A". Once recorded, the easements and covenant contained in this Addendum shall be incorporated into and become a part of that Warranty Deed.

X. ATTORNEY DISCLOSURE

This Addendum was drafted by attorneys of the law firm of Stephan, Kvanvig, Stone & Trainor representing Sunset Butte, LLC as a convenience to the parties and as an accommodation to a pending transaction between Sunset Butte, LLC and Wells. Wells acknowledges that Stephan, Kvanvig, Stone & Trainor has not provided legal advice to Wells, and that Wells was encouraged to, and offered the opportunity to, consult legal counsel of their choosing relative to this agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this First Addendum to Real Estate Purchase And Sale Agreement effective the 20 day August, 2015.

Sunset Butte, LLC,
an Idaho Limited Liability Company,

By: Vivian R. Wells Manager &
Vivian R. Wells, Manager & Member Member

By: Robin D. Wells Member
Robin D. Wells, Member

"Sunset"
James L. Wells
James L. Wells

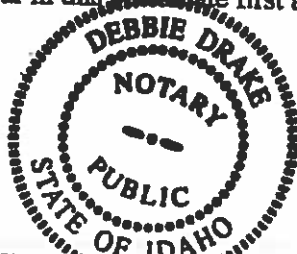
Ruth T. Wells
Ruth T. Wells

"Wells"

STATE OF IDAHO)
COUNTY OF TWIN FALLS) : ss.

On this 20 day of August, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared VIVIAN R WELLS as manager and member and ROBIN D. WELLS as member of Sunset Butte, LLC, an Idaho limited liability company, known or identified to me to be the persons that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said company.

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



Debbie Drake
Notary Public for Idaho
My Commission Expires on 04-13-2018
Residing at: Twin Falls, Idaho
Commission Expires: 04-13-2018

STATE OF IDAHO

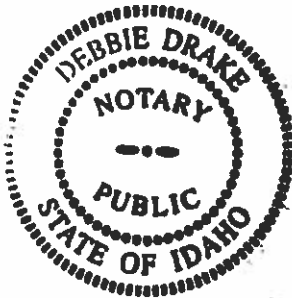
)
: ss.

COUNTY OF TWIN FALLS

)

On this 20 day of August, 2015, before me the undersigned, a Notary Public for Idaho, personally appeared JAMES L. WELLS and RUTH T. WELLS, known or proved to me on the basis of satisfactory evidence to be the persons whose name is 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
My Commission Expires on 04-13-2018
Residing at: Twin Falls, Idaho
Commission Expires: 04-13-2018

EXHIBIT "A"

Parcel 1

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 12: A parcel of land located in the S½S½ being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E¼) corner of Section 12 bears North 00°34'05" West 2649.91 feet;
THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 1325.15 feet to the southeast corner of the SW¼SE¼ of Section 12 and being the TRUE POINT OF BEGINNING;
THENCE continuing South 89°32'18" West along the South boundary of the SE¼ of Section 12 for a distance of 1325.15 feet to the South One Quarter (S¼) corner of Section 12;
THENCE continuing South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 993.86 feet;
THENCE North 00°34'20" West for a distance of 996.37 feet;
THENCE South 89°34'44" West for a distance of 1367.72 feet;
THENCE South 00°34'32" East for a distance of 997.34 feet to a point on the South boundary of the SW¼ of Section 12;
THENCE South 89°32'18" West along the South boundary of the SW¼ of Section 12 for a distance of 288.77 feet to the Southwest corner of Section 12;
THENCE North 00°34'05" West along the West boundary of the SW¼ of Section 12 for a distance of 1330.11 feet to the Northwest corner of the SW¼SW¼ of Section 12;
THENCE North 89°35'39" East along the North boundary of the S½SW¼ of Section 12 for a distance of 2650.16 feet to the Northeast corner of the SE¼SW¼ of Section 12;
THENCE continuing North 89°35'39" East along the North boundary of the SW¼SE¼ of Section 12 for a distance of 1325.23 feet to the Northeast corner of the SW¼SE¼ of Section 12;
THENCE South 00°34'17" East along the East boundary of the SW¼SE¼ of Section 12 for a distance of 1326.24 feet to the TRUE POINT OF BEGINNING.

Parcel 2

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E¼) corner of Section 13 bears South 00°33'48" East 2648.78 feet;
THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of the NE¼ of Section 13 for a distance of 1325.15 feet to the Northeast corner of the W¼NE¼ of Section 13 and being the TRUE POINT OF BEGINNING;
THENCE South 00°34'43" East along the East boundary of the W¼NE¼ of Section 13 for a distance of 2649.40 feet to the Southeast corner of the W¼NE¼ of Section 13;
THENCE South 89°30'41" West along the South boundary of the W¼NE¼ of Section 13 for a distance of 1324.45 feet to the Northeast corner of the SW¼ of Section 13;

THENCE South 00°35'37" East along the East boundary of the NE¼SW¼ of Section 13 for a distance of 1325.02 feet to the Southeast corner of the N¼SW¼ of Section 13;
THENCE South 89°29'45" West along the South boundary of the N¼SW¼ of Section 13 for a distance of 2645.15 feet to the Southwest corner of the N¼SW¼ of Section 13;
THENCE North 00°30'01" West along the West boundary of the NW¼SW¼ of Section 13 for a distance of 1325.68 feet to the West One Quarter (W¼) corner of Section 13;
THENCE North 00°45'05" West along the West boundary of the NW¼ of Section 13 for a distance of 2631.30 feet to the Northwest corner of Section 13;
THENCE North 89°32'18" East along the North boundary of the NW¼ of Section 13 for a distance of 288.77 feet;
THENCE South 00°34'32" East for a distance of 331.38 feet;
THENCE North 89°32'53" East for a distance of 1386.00 feet;
THENCE North 08°00'00" East for a distance of 315.01 feet;
THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary the NE¼NW¼ of Section 13;
THENCE North 89°32'18" East along the North boundary of Section 13 for a distance of 2319.01 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

Parcel 1

A parcel of land located in the S1/2SW1/4 of Section 12 and N1/2NW1/4 of Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho and being more particularly described as follows:

**TOWNSHIP 10 SOUTH
RANGE 13 EAST**

SECTIONS 12 and 13: (42.022 ACRES)

COMMENCING at the Southeast corner of said Section 12, from which the East One Quarter (E1/4) corner of Section 12 bears North 00°34'05" West-2649.91 feet, THENCE from the Southeast corner of Section 12 on a bearing of South 89°32'18" West along the South boundary of Section 12 for a distance of 3644.16 feet to the TRUE POINT OF BEGINNING:

THENCE South 73°24'51" East for a distance of 68.35 feet;
THENCE South 08°00'00" West for a distance of 315.01 feet;
THENCE South 89°32'53" West for a distance of 1386.00 feet;
THENCE North 00°34'32" West for a distance of 331.38 feet to a point on the South boundary of the SW1/4 of Section 12;
THENCE continuing North 00°34'32" West for a distance of 997.34 feet;
THENCE North 89°34'44" East for a distance of 1367.72 feet;
THENCE South 00°34'20" East for a distance of 996.37 feet to the TRUE POINT OF BEGINNING.

Parcel 2

A parcel of land located in the NE1/4NW1/4 of Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho and being more particularly described as follows:

**TOWNSHIP 10 SOUTH
RANGE 13 EAST**

SECTIONS 13: (0.337 ACRES)

COMMENCING at the Northeast corner of said Section 13, from which the East One Quarter (E1/4) corner of Section 13 bears South 00°33'48" East-2648.78 feet, THENCE from the Northeast corner of Section 13 on a bearing of South 89°32'18" West along the North boundary of Section 13 for a distance of 3610.26 feet, THENCE South 00°20'20" East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING:

THENCE continuing South 00°20'20" East for a distance of 140.00 feet;
THENCE South 89°32'18" West parallel with the North boundary of the NW1/4 of Section 13 for a distance of 105.00 feet;
THENCE North 00°20'20" West for a distance of 140.00 feet;
THENCE North 89°32'18" East parallel with the North boundary of the NW1/4 of Section 13 for a distance of 105.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C"

Reserving unto the grantor an access and utility easement being encompassed by the following described boundary:

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho
Sections 12 and 13: A parcel of land being more particularly described as follows:

COMMENCING at the Northeast corner of Section 13;
THENCE South 89°32'18" West along the North boundary of the NE¼ of Section 13 for a distance of 25.0 feet to a point on the West easement boundary of county road 900 East and being the TRUE POINT OF BEGINNING;
THENCE South 00°33'48" East along the West easement boundary of county road 900 East for a distance of 25.00 feet;
THENCE South 89°32'18" West parallel with and 25.0 feet South of the North boundary of the NE¼ of Section 13 for a distance of 1985.97 feet;
THENCE South 76°11'21" West for a distance of 41.38 feet;
THENCE South 70°03'40" West for a distance of 203.34 feet;
THENCE South 80°28'33" West for a distance of 71.04 feet;
THENCE North 89°21'40" West for a distance of 87.41 feet;
THENCE North 84°25'38" West for a distance of 214.97 feet;
THENCE North 77°39'49" West for a distance of 88.08 feet;
THENCE North 69°00'27" West for a distance of 86.28 feet;
THENCE North 79°33'18" West for a distance of 69.73 feet;
THENCE South 89°32'18" West parallel with the North boundary of the NW¼ of Section 13 for a distance of 676.54 feet;
THENCE South 07°54'12" West for a distance of 309.93 feet;
THENCE South 89°32'53" West for a distance of 54.66 feet;
THENCE North 08°00'00" East for a distance of 315.01 feet;

THENCE North 73°24'51" West for a distance of 68.35 feet to a point on the North boundary of the NW¼ of Section 13;
THENCE North 00°34'20" West for a distance of 25.00 feet;
THENCE North 89°32'18" East parallel with the South boundary of Section 12 for a distance of 3619.16 feet to a point on the West easement boundary of the county road 900 East;
THENCE South 00°34'05" East along the West easement boundary of county road 900 East for a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "D"

DESCRIPTION OF THE EASEMENT

A 20.00 foot wide vehicular access easement located in a portion of W 1/4, Section 13, Township 10 South, Range 13 East, Boise Meridian, Twin Falls, County, Idaho; being more particularly described as follows.

Commencing at the Northeast corner of said Section 13. Said point lies South 00-01'-41" East 5300.11 feet from the Northeast corner of Section 12, Township 10 South Range 13 East, B.M. Thence South 89-32'-18" West 3610.46 feet. Thence South 00-11'-18" West 56.47 feet to the REAL POINT OF BEGINNING of the centerline of said 20.00 foot wide easement.

Thence South 71-26'-10" East 47.42 feet, Thence South 8-59'-03" West 167.24 feet, Thence South 8-15'-18" West 180.49 feet, Thence South 9-12'-25" West 776.61 feet, Thence South 26-32'-42" West 37.18 feet, Thence South 63-22'-05" West 49.00 feet, Thence South 89-30'-34" West 76.50 feet, Thence South 75-50'-20" West 48.50 feet, Thence South 49-27'-31" West 45.59 feet, Thence South 19-56'-31" West 59.51 feet, Thence South 4-30'-20" West 48.68 feet, Thence South 0-16'-15" East 822.49 feet, Thence South 0-27'-18" West 244.18 feet, Thence South 0-03'-46" East 923.90 feet, Thence South 2-20'-51" East 159.96 feet, Thence South 0-14'-14" East 173.15 feet, Thence South 1-03'-02" West 145.26 feet, Thence South 2-27'-13" West 127.64 feet, Thence South 0-00'-25" East 319.61 feet, Thence South 0-35'-08" East 834.86 feet, Thence South 9-38'-33" West 39.16 feet, Thence South 37-07'-17" West 36.00 feet, Thence South 69-01'-28" West 25.25 feet, Thence South 74-54'-58" West 47.50 feet, Thence South 71-01'-51" West 22.93 feet, Thence South 14-18'-46" West 43.73 feet, To the centerline of the 3800 North County Road and being the ending point of the centerline of the 20.00 wide easement.



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

September 16, 2015

JAMES WELLS
RUTH WELLS
790 E 3800 N
BUHL ID 83316

RE: Change of Ownership for Water Right Nos. 47-7270

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,

Trish Fawcett
Technical Records Specialist

Enclosure(s)