

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## Notice of Change in Water Right Ownership

RECEIVED  
OCT 28 2014  
DEPT OF WATER RESOURCES  
SOUTHERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 47-8268A              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Jack Wright ~ Randy Anderson  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): REB Irrevocable Trust  
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- 11919 Cottage View Lane Draper UT 84020  
Mailing address City State ZIP
- 206-350-9972 na  
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: 10/24/2014

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.
- ☐ 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] Trustee 10/23/14  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date

## For IDWR Office Use Only:

Received by DM Date 10-28-2014 Receipt No. 5034367 Receipt Amt. \$125-

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 \_\_\_\_\_

SUPPORT DATA  
IN FILE # 47-8226

Order Number: 14241115

## Warranty Deed

For value received,

H & P, LLC, an Idaho Limited Liability Company

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

REB Irrevocable Trust

whose current address is 11919 Cottage View Lane, Draper, UT 84020

the grantee, the following described premises, in Twin Falls County, Idaho, to wit:

Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

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

EXCEPT: BEGINNING at a point on the West line of the SE $\frac{1}{4}$  of said Section 21, 197.5 feet North of the Southwest corner of said quarter section and 30 feet from, measured at right angles to the centerline of Idaho Pacific State Highway at Station 473+26.1;

THENCE North on said West line of said quarter section 66.5 feet;

THENCE Southeasterly angle 115°35' right 563.3 feet;

THENCE West angle 155°4' right 142.2 feet;

THENCE Northwesterly on the North property line of the Oregon Short Line Railroad angle 24°56' right 404.5 feet to the POINT OF BEGINNING.

AND EXCEPT: BEGINNING at a point 660.4 feet East and 25 feet North from the Southwest corner of the SE $\frac{1}{4}$  of said Section 21;

THENCE North 312.6 feet parallel with the West line of said SE $\frac{1}{4}$ ;

THENCE West 212 feet parallel with the South line of Section 21;

THENCE South 283.2 feet to highway boundary;

THENCE Southeasterly 69.7 feet along highway boundary;

THENCE continue on highway boundary East 148.8 feet to the POINT OF BEGINNING.

AND EXCEPT a parcel of land being on the Northeasterly side of the centerline of U.S. Highway No. 30, Project No. S.T.S. 2361(549) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho and being a portion of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 21, Township 10 South, Range 18 East, Boise Meridian, described as follows, to-wit:

COMMENCING at the Southeast corner of the tract of land as described in that certain Warranty Deed dated August 1, 1964, and recorded March 22, 1966, as Instrument No. 562244, records of Twin Falls County, Idaho, which corner is shown of record to be 660.4 feet East and 25.0 feet North from the Southwest corner of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 21, Township 10 South, Range 18 East, Boise Meridian;

THENCE Northwesterly along the Southerly line of said tract of land 220.44 feet (shown of record to be 218.50 feet) to the Southwest corner of said tract of land and being the REAL POINT OF BEGINNING;

THENCE North 1°12' East (shown of record to be North) along the West line of said tract of land 12.47 feet to a point that bears North 18°37'49" East 34.37 feet from Station 6+05.15 of said U.S. Highway No. 30 Project No. S.T.S. 2361(549) Highway Survey;

THENCE North 66°42'18" West 200.40 feet to a point in the Northeasterly right-of-way line of existing U.S. Highway No. 30 and bears North 26°37' East 30.0 feet from Station 4+00 of said Highway Survey;

THENCE South 63°29' East along said Northeasterly right-of-way line 205.42 feet to the REAL POINT OF BEGINNING.

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



TitleOne  
a title & escrow co.

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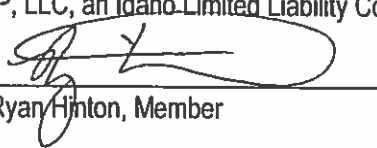
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due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

H & P, LLC, an Idaho Limited Liability Company

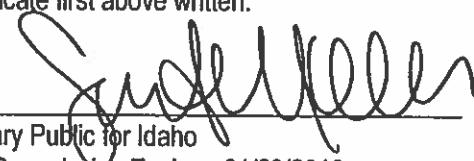
By: 

Ryan Hinton, Member

State of Idaho County of Twin Falls ss.

On this 9th day of October 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Hinton known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company 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 for Idaho  
My Commission Expires: 01/23/2019  
Residing At: Twin Falls, ID

