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RECEIVED

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Department of Water Resources
Eastern Region

Jonie Barg
Idaho Department of Water Resources
900 N. Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

RE: Notice of Change of Water Right Ownership for Water Right Nos. 13-626, 13-627, and Split of Statutory Claim 13-4074.

Dear Jonie:

Enclosed for processing is a *Notice of Change of Water Right Ownership* for the above-referenced water rights. We have enclosed the chain of title for land in Section 19, within which the entire place of use of Water Right Nos. 13-626 and 13-627 are contained. The water rights are currently in the name of an R. E. Hansen. The first deed that we have provided vests title in the land appurtenant to these water rights to Mr. Hansen. The next deed also conveyed whatever interests the Sorgatz family had in the property to Mr. Hansen. There is an unusual part of the chain of title where Mr. Sorgatz deeded his interest to Mr. Hansen, but that deed was recorded after the deed just referenced. In any event, it appears clear at this point in the chain of title that Mr. Hansen owns the property associated with these water rights. The next deed, Instrument No. 162632, purports to have the Hansens convey the property to Jenny Misslen. At this point in the title report, there are a number of deeds that are inapplicable to Water Right Nos. 13-626 and 13-627 as they deal with property that are not included within this place of use. Eventually, there is a deed where Clifford and Ronda McLain convey the property to Ralph Anderson, and the legal description specifically includes a description of the priority date and sources of Water Right Nos. 13-626 and 13-627. There appears to be a gap between Jenny Misslen and the McLains. However, later on in the chain of title, the property is conveyed by warranty deed, which means that the grantor is conveying the property promising that they own it and that they will defend any challenge to ownership, so this does not appear to be an issue. Eventually, the property was conveyed by the McLains to Ralph Anderson, and eventually, pursuant to a Warranty Deed under Instrument No. 170777, the property was conveyed to Shaw Development, Inc., who conveyed it to Shaw Land & Livestock Co. who eventually conveyed it to its current owner, Shaw Land & Livestock Company, L.L.C.

We have also included a *Notice of Change of Water Right Ownership* for Water Right No. 13-4074, which is a statutory claim filed by Ralph Anderson. As just discussed, he is within the chain of title for the Section 19 land included above, and the place of use for this claim is mostly now owned by Shaw. Based on the statutory claim, Shaw owns 80 of the 90 acres

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described in the water right, and therefore they would be entitled to .18 cfs of irrigation water and .02 cfs of stock water. The place of use for 13-4074 also includes land in Section 20. We have included a chain of title so the relevant portion of the chain of title for this property as well. Instrument No. 170777 is a deed evidencing conveyance of the property in Section 20 from Ralph and Ida Anderson to Shaw Development, Inc. who conveyed it to Shaw Land & Livestock Co. and then conveyed it to the LLC. Statutory Claim No. 13-4074 is in the name of Ralph Anderson, so this is a sufficient chain of title to update ownership on this claim as well.

Lastly, with regard to 13-4074, we note that there is a split as described above, and therefore we have included the filing fee of \$100 for this split, as well as \$50 for the change in ownership of the other two water rights discussed in this letter, for a total filing fee of \$150. We appreciate your attention to this matter. Please let me know if you have any questions or concerns.

Best Regards,



Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures