

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 15 2014

Department of Water Resources
Eastern 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-4159 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Randy & Shasta Bates (listed owner)/ Dave & Michele Cutler (actual previous owner)
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): LCSC Enterprises, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 433 E. Las Colinas Blvd. Ste. #1290 Irving TX 75039
Mailing address City State ZIP
- (972)556-1190 _____
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: 6/16/2011
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: *Ben L...* *Manager* *8.1.14*
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 *WLG* Date *8/15/14* Receipt No. *E 040161* Receipt Amt. *25.00*
Approved by *JB* Processed by *JB* Date *9/30/2014*

6/26/2014

WATER RIGHT NO. 35-4159

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RANDY BATES
Current Owner	SHASTA BATES 1274 W 50 S BLACKFOOT, ID 83221 (208)684-3298
Directors Report Owner	RICHARD S MERRILL
Directors Report Owner	SHIRLEY MERRILL 1274 W 50 S BLACKFOOT, ID 83221
Original Owner	JUDITH L KYSAR 1274 W 50 S BLACKFOOT, ID 83221 (208)684-5207

Priority Date: 01/09/1935
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	0.07 CFS	
STOCKWATER	1/01	12/31	0.03 CFS	
DOMESTIC	1/01	12/31	0.04 CFS	
Total Diversion			0.07 CFS	

Location of Point(s) of Diversion:

GROUND WATER|SWSE|Sec. 01|Township 03S|Range 33E|BINGHAM County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

[illegible]

Place of Use Legal Description: STOCKWATER BINGHAM County

[illegible]

Place of Use Legal Description: DOMESTIC BINGHAM County

[illegible]

Total Acres: 4

Conditions of Approval:

1.	N14	THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND STOCKWATER USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3.	N09	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE AND STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4.		STOCKWATER, 6 HORSES, 30 SHEEP, 5 CATTLE, 5 GOAT

Dates:
Licensed Date:
Decreed Date: 04/12/2001
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: S
Owner Name Connector: AND
Water District Number: 120
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
900 Pier View Drive Ste. 110
Idaho Falls, ID 83402

Instrument # 629910
BINGHAM COUNTY, IDAHO
2011-07-14 12:00:20 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - IDAHO F
SARA J. STAUB Fee: \$13.00
Ex-Officio Recorder Deputy CMiles
Index To: DEED/WARRANTY DEED - COUN
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **381848-IF (BS)**

Date: **June 16, 2011**

For Value Received, **Dave Cutler and Michele Cutler who erroneously took title as Michelle Cutler, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **LCSC Enterprises, LLC**, hereinafter called the Grantee, whose current address is **1274 West 50th South, Blackfoot, ID**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 1: WEST 200 FEET OF THE SE¼NW¼

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

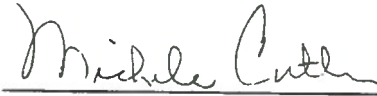
381848-IF
First American Title Co.
900 Pier View Dr., Suite 110
Idaho Falls, ID 83402

Date: 06/16/2011

Warranty Deed
- continued

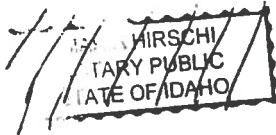
File No.: 381848-1F ()

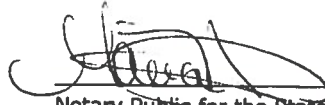

Dave Cutler


Michele Cutler

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **First day of July, 2011**, before me, a Notary Public in and for said State, personally appeared **Dave Cutler and Michele Cutler**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: ~~Idaho Falls, ID~~ Residing at: Rexburg, Idaho
My Commission Expires: ~~01/27/2012~~ Commission Expires: 02/09/2012

WARRANTY DEED

Instrument # 614469

BINGHAM COUNTY, IDAHO

01-15-2010 12:42:32 PM No. of Pages: 1

Recorded for: AMERITITLE - IDAHO FALLS

SARA J. STAUB

Fee: 3.00

Ex-Officio Recorder Deputy KBell

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

For Value Received,

Jeremy R Bingham,

married man dealing with his sole and
separate property

the Grantors, do hereby grant, bargain, sell and convey unto

Dave and Michelle Cutler, husband & wife

whose address is

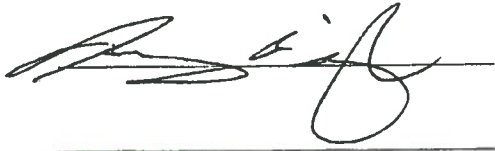
PO Box 5236 Greenhaven, Arizona 86040

the Grantee, the following described premises, to-wit:

Township 3 South, R33 E.B.M , Bingham County Idaho, Section 1: West 200' of the
SE ¼ NW ¼

TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the 2005 taxes and assessments and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: December 16, 2009



STATE OF IDAHO

)

) ss

COUNTY OF BONNEVILLE

)

On 12-16-09, before me, the undersigned, personally appeared

Jeremy Bingham

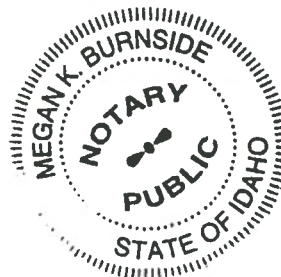
known or identified to me to be the person or persons who name (s) are subscribed to the within instrument, and acknowledged to me that such he, they, she executed the same.



Notary Public for the State of Idaho

Commission Expiration Date:

Residing in Jefferson County
Commission Expires: 08-23-11



This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or affect on title.

614469

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 611214
BINGHAM COUNTY, IDAHO
09-25-2009 03:37:51 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 6.00
Ex-Officio Recorder Deputy KBell
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **313305-B (Id)**

Date: **September 24, 2009**

For Value Received, **Tiffany Bingham, wife of Jeremy R Bingham**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jeremy R Bingham, a married man as his sole and separate property**, hereinafter called the Grantee, whose current address is **520 W 15th Street, Ste 200, Idaho Falls, ID 83402**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 1: WEST 200 FEET OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$

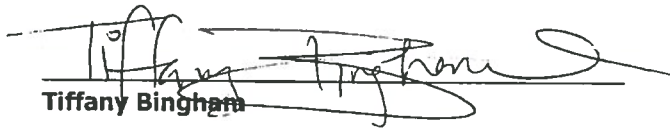
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 09/23/2009

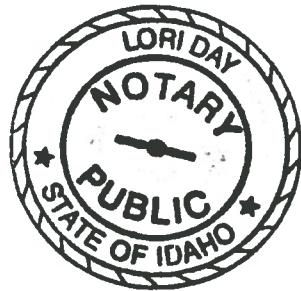
Warranty Deed
- continued

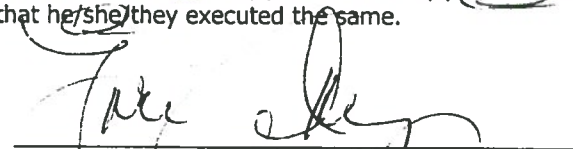
File No.: 313305-B (Id)


Tiffany Bingham

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **24th day of September, 2009**, before me, a Notary Public in and for said State, personally appeared **Tiffany Bingham**, known or identified to me to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that ~~he~~ she they executed the same.




Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2009

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 611213
BINGHAM COUNTY, IDAHO
09-25-2009 03:37:51 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 6.00
Ex-Officio Recorder Deputy K Bell
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **313305-B (Id)**

Date: **September 24, 2009**

For Value Received, **Randy Bates and Dwan Bates, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jeremy R Bingham, a married man as his sole and separate property**, hereinafter called the Grantee, whose current address is **520 W 15th Street, Ste 200, Idaho Falls, ID 83402**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

TOWNSHIP 3 SOUTH, RANGE 33 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 1: WEST 200 FEET OF THE SE $\frac{1}{4}$ NW $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 09/23/2009

Warranty Deed
- continued

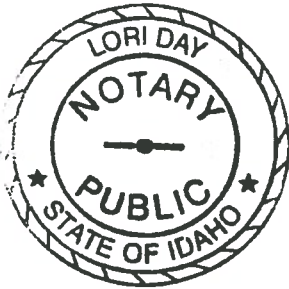
File No.: 313305-B (Id)

By: *Randy Bates*
Randy Bates

By: *Dwan Bates*
Dwan Bates

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **24th day of September, 2009**, before me, a Notary Public in and for said State, personally appeared **Randy Bates and Dwan Bates**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Lori Day
Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2009

Instrument # 587943

BINGHAM COUNTY

2007-11-14

04:08:21 No. of Pages: 1

Recorded for : ALLIANCE TITLE & ESCROW CORP

SARA J. STAUB

Fee: 3.00

Ex-Officio Recorder Deputy

QUITCLAIM DEED

ORDER NO.: 3020710626-B

FOR VALUE RECEIVED, Shasta Bates, ~~an unmarried person~~ spouse of Randy Bates

Do(es) hereby convey, release, remise and forever quit claim unto

Randy Bates, ~~an unmarried person~~ a married man as his sole and separate property

whose current address is:: 1274 W. 50 S., Blackfoot, ID 83221

the following described premises:

Township 3 South, Range 33 East, Boise Meridian, Bingham County, Idaho

Section 1: West 200 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

November 2, 2007


Shasta Bates

State of Idaho

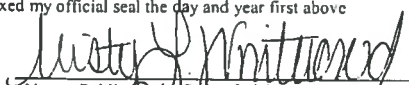
County of Bingham

ss.

On this 2nd day of November, in the year 2007 before me, a Notary Public in and for said state, personally appeared Shasta Bates known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

MISTY L. WINTEROWD
NOTARY PUBLIC
STATE OF IDAHO


Notary Public in the State of Idaho
Residing at: Blackfoot, ID
Commission Expires: 3-25-2010

587943