

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
SEP 10 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
47-7352	Yes ☐		Yes ☐		Yes ☐
47-12873	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: _____

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Dave Horden

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

3139 N 3500 E

Kimberly

Id

83341

Mailing address

City

State

ZIP

208-420-2983

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: 9/9/14

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: [Signature]

Signature of new owner/claimant

Title, if applicable

Date 9/9/14

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by DM

Date

9-11-2014
9-10-2014

Receipt No.

S034293
S034289

Receipt Amt.

\$25-
\$25-

Approved by _____

Processed by _____

Date _____

SUPPORT DATA

IN FILE # 47-7352



TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
02:26:12 PM 09-10-2014
2014015338
NO. PAGES 1 FEE: \$10.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

Order Number: 14239227

Warranty Deed

For value received,

James C. Carlton and Jamie N. Carlton, husband and wife

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

David J. Horton, a single person

whose current address is : 3139 North 3500 East Kimberly, Id. 83341

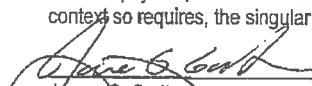
the grantee, the following described premises, in Twin Falls County, Idaho, to wit:

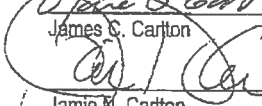
Township 11 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho
Section 20: Part of the E 1/2 SE 1/4, more particularly described as follows:

BEGINNING at a point 465 feet South of the NE corner of the E 1/2 SE 1/4;
THENCE South to a point which is 1683.4 feet North of the SE corner of the E 1/2 SE 1/4;
THENCE West 600 feet;
THENCE North to a point which is South 465 feet and West 600 feet from the NE corner of the E 1/2 SE 1/4;
THENCE 600 feet East to the REAL POINT OF BEGINNING.

EXCEPT the East 25 feet thereof.

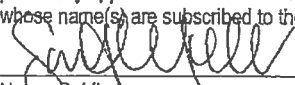
To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those 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.


James C. Carlton


Jamie N. Carlton

State of Idaho, County of TWIN FALLS, ss.

On this 9TH day of September in the year of 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES C. CARLTON and JAMIE N. CARLTON, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public
My Commission Expires: 6-20-2020 *skell* 01-20-2019
Residing: Rupert, Id. 83358 *skell* Twin Falls, Id.
(seal)

SAMANTHA KELLER
NOTARY PUBLIC
STATE OF IDAHO