

RECEIVED

AUG 22 2014

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
34-137320X	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-139180X	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-139160X	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Steve & Kathy Henderson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Shawn and Brenda Anderson
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- Mailing address: 3650 N. 3650 W. City: Darlington State: Id ZIP: 83255
208-406-4777 Email: AndFeed@ida.net
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 18, 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):
 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.

SUPPORT DATA

IN FILE # 34-13732

8. Signature: [Signature] Title, if applicable: 8-22-14
Signature of new owner/claimant Date
- Signature: [Signature] Title, if applicable: August 22, 14
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by: [Signature] Date: 8/22/2014 Receipt No. E040188 Receipt Amt: \$75.-

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: [Signature] Approved by: [Signature] Processed by: [Signature] Date: 9/9/2014

RECORDING REQUESTED BY
First American Title Company

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

NO. **0051866**
RECORDED

AUG 06 2014

A.M. 1:17 P.M.
BUTTE COUNTY RECORDER
[Signature]

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **512823-B (Id)**

Date: **August 05, 2014**

For Value Received, **Steve F. Henderson and Kathy I. Henderson, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Shawn R. Anderson and Brenda H. Anderson, husband and wife**, hereinafter called the Grantee, whose current address is **3650 North 3650 West, Moore, ID 83255**, the following described premises, situated in **Butte County, Idaho**, to-wit:

Township 6 North, Range 25 East of the Boise Meridian, Butte County, Idaho
Section 36: All that portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$ that lies South and West of the Utah Construction Company Canal.

EXCEPTING THE FOLLOWING:

A parcel of land generally described as being that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 6 North, Range 25 EBM, Butte County, Idaho, lying Westerly of the Blaine Canal and Easterly of a county road right-of-way; and a portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 36, lying Westerly of said canal and Easterly of said county road right-of-way; being more particularly described as follows:

Beginning at a point on the Easterly right-of-way of a county road, from which the Northeast corner of said Section 36 bears N 46°54'14" East, 3535.02 feet, and the East one-quarter corner of said Section 36 bears S 84°20'57" East, 2603.51 feet; thence from said POINT OF BEGINNING, Southerly along the Westerly right-of-way of the Blaine Canal, the following three courses and distances:

S 58°06'36" E, 637.83 feet;

S 59°30'44" E, 179.99 feet;

S 59°01'53" E, 407.88 feet;

Thence leaving said canal right-of-way, N 90°00'00" W, a distance of 1041.24 feet to the Easterly right-of-way of a county road and an existing fenceline, thence along the Easterly right-of-way of said county road, as defined by an existing fenceline, the following two courses and distances:

N 00°47'13" W, 203.95 feet;

N 00°18'42" W, 434.24 feet to the POINT OF BEGINNING.

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.

