

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
AUG 13 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?
37-22446	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Idaho Water Co. LLC
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Ellis Gooch and Beatrice Gooch
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

724 W 620 N Shoshone Id. 83352
Mailing address City State ZIP
208-308-4760 goochfarms@live.com
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. 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: Ellis Gooch 6-28-14
Signature of new owner/claimant Title, if applicable Date
Signature: Beatrice Gooch 6-28-14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 8-13-2014 Receipt No. 5034229 Receipt Amt. \$25-
Approved by _____ Processed by _____ Date _____

When recorded return to:

SPECIAL WARRANTY DEED FOR WATER RIGHT

Idaho Water Company of 1135 Valley Rd. So. Eden, ID 83325(Grantor) does hereby grant, bargain, sell, assign, and convey unto Ellis and Beatrice Gooch, of 724W 620N Shoshone, Idaho 83352 (Grantee) and to Grantees heirs and assigns forever, all of Grantor's right title and interest in the Water Right(s)# 37-22446 and hereto (collectively the "Water Right"). Grantor retains no residual or reversionary interest in the Water Right(s) listed in the exhibits.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner or has the right to sell through an option contract with the original owner of the Water Rights;
- (B) that Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- (C) that each of the Water Rights is free from all liens, claims, or encumbrances at closing
- (D) that Grantor has the authority to convey the Water Rights to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights.

The Subject Water Rights are appurtenant to the real property described in Exhibit 1 consisting of a Water Right Report for Water Rights #37-22446 and legal description of land the Water Rights are appurtenant to. **No Land is included in this Deed.**

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor:

Delbert Kohtz Managing Member

Dated:

8/8/14

By:

Exhibits:

Exhibit 1: Water Right Report for Water Right #37-22446

There are 15 acre feet/annum of Water included in this agreement that are appurtenant to a portion of the land covered by the Water Right Reports.

STATE OF IDAHO

County of Twin Falls)
) S.

On this 8th day of August, 2014, before me the undersigned Notary Public in and for said state, personally appeared Delbert Kohtz, Managing Member of Idaho Water Company LLC, and known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

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

Notary public for

Idaho

Residing at

Twin Falls

My commission expires

06/02/2020

SPECIAL WARRANTY DEED FOR WATER RIGHTS - 2

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

8/8/2014

WATER RIGHT NO. 37-22446

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	IDAHO WATER CO LLC C/O DEL KOHTZ 1135 VALLEY RD S EDEN, ID 83325 (208) 825-5617
Original Owner	G K MUNSEE 1511 BITTERROOT DR TWIN FALLS, ID 83301 (208)734-7052

Priority Date: 09/12/1973

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>
STOCKWATER	01/01	12/31	0.1 CFS	15 AFA
COMMERCIAL	01/01	12/31	0.1 CFS	15 AFA
Total Diversion			0.1 CFS	

Location of Point(s) of Diversion:

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GROUND WATER	SWSWNW	Sec. 35	Township 04S	Range 16E	LINCOLN County
GROUND WATER	SWSWNW	Sec. 35	Township 04S	Range 16E	LINCOLN County

Place(s) of use:

Place of Use Legal Description: STOCKWATER LINCOLN County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04S	16E	35		SWNW										

Place of Use Legal Description: COMMERCIAL LINCOLN County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04S	16E	35		SWNW										

Conditions of Approval:

1.	201	The combination of changes under Transfer approval 75042 as described under right 37-22446 and Transfer approval 75043 as described under right 36-16674 provide the necessary mitigation for any increased depletion to connected reaches of the Snake River that would result from each individual transfer. These transfer approvals shall not require mutual dependence for ongoing mitigation. Any future action, including a subsequent transfer of this right or an order rescinding a transfer approval, which would result in a change to the point(s) of diversion under this right may require mitigation for the effects of the change. Such future action to change the point(s) of diversion under this right shall be analyzed for effects to connected reaches of the Snake River based on the priority date, point(s) of diversion and steady-state quantity as authorized for this right under Transfer approval 75042.
2.	205	The approval of this transfer redefines all of the elements of this water right, and the new use of water authorized by this approval shall constitute the full extent of the right.
3.	X01	Commercial use is for a heifer replacement facility located in the SWNW S35, T04S, R16E.
4.	R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 130.
5.	212	Prior to diversion and use of water under Transfer approval 75042, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion, in accordance with Department specifications.
6.	213	Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
7.	082	Prior to the diversion and use of water under this approval, the right holder shall comply with applicable county zoning and use ordinances.
		A lockable device subject to the approval of the Department shall be maintained on the

8.	R02	diverting works in a manner that will provide the watermaster suitable control of the diversion.
9.	106	Prior to the diversion and use of water under this approval, the right holder shall comply with applicable water quality permitting requirements administered by the Department of Environmental Quality or the Department of Agriculture.
10.	T07	The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
11.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
12.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates:

Licensed Date:

Decreed Date: 08/27/2001

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: 130

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Combined Acres Limit:

Combined Volume Limit:

Combined Rate Limit: 0.2

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

Close