

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 09 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?
43-13287	Yes ☐		Yes ☐		Yes ☐
43-13291	Yes ☐		Yes ☐		Yes ☐
43-13289	Yes ☐		Yes ☐		Yes ☐
43-2354A	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Bushman Farm & Livestock Co LP
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Hank T. Higley and Lacey G. Higley
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 652 Malta ID 83342
Mailing address City State ZIP
- 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: May 6, 2014
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] Title, if applicable Date
Signature of new owner/claimant

Signature: [Signature] Title, if applicable Date
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 5.9.2014 Receipt No. 5034002 Receipt Amt. \$100-
Approved by _____ Processed by _____ Date _____

SUPPORT DATA
IN FILE # 5743-13
43-2354A

WARRANTY DEED

CASSIA COUNTY

Recorded for:

#5105

LAND TITLE AND ESCROW

1:18:12 pm 05-07-2014

2014-001904

No. Pages: 2

Fee: \$13.00

JOSEPH W. LARSEN

County Clerk

Deputy: TPOLLARD

For Value Received

ROBERT KENT BUSHMAN, a single man

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

HANK T. HIGLEY and LACEY G. HIGLEY, Husband and Wife as community property with right of survivorship
Address: P.O. BOX 652, MALTA, ID 83342

Hereinafter called the Grantee, the following described premises situated in CASSIA County, Idaho, to-wit:

**TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 14: S½, EXCEPTING THEREFROM the following described tract:

Beginning at the E¼ section corner of said Section 14, said point marked by a No. 10 rebar which shall be the Point of Beginning;
Thence South 0°12' West (Basis of Bearing) along section line for 780.92 feet to a ½ inch rebar;
Thence North 44°40'08" West for 1106.92 feet to a ½ inch rebar on the ¼ section line;
Thence South 89°30'24" East along said ¼ section line for 780.92 feet to the Point of Beginning.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon including but not limited to Idaho Department of Water right No.'s 43-13287, 43-13291, 43-13289 & 43-2354A

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2014 and subsequent years, a lien, but not yet due or payable.

Assessments levied, or to be levied, by Raft River Ground Water District.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Allen Sexton, as Consumer, dated January 20, 1964 and recorded December 23, 1965, as Instrument No. 27478 on Film No. 38, records of Cassia County, Idaho, covering the S½ of Section 14, Township 12 South, Range 26 East of the Boise Meridian.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller and Allen Sexton and Thelma Sexton, as Consumer, dated October 10, 1979 and recorded March 17, 1980 as Instrument No. 124422 on Film No. 133, records of Cassia County, Idaho, covering the SE¼ of Section 14, Township 12 South, Range 26 East of the Boise Meridian.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., as Seller and Bushman Farm & Livestock Co., LLC, as Consumer, dated April 6, 2001 and recorded April 12, 2001 as Instrument No. 274377, records of Cassia County, Idaho, covering the SW¼SE¼ of Section 14, Township 12 South, Range 26 East of the Boise Meridian.

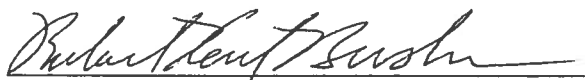
Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., as Seller and Bushman Farm & Livestock Co., LLC, as Consumer, dated April 6, 2001 and recorded April 12, 2001 as Instrument No. 274381, records of Cassia County, Idaho, covering the SE¼ of Section 14, Township 12 South, Range 26 East of the Boise Meridian.

Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc., as Seller and Bushman Farm & Livestock Co., LLC, as Consumer, dated April 6, 2001 and recorded April 12, 2001 as Instrument No. 274382, records of Cassia County, Idaho, covering the S½ of Section 14, Township 12 South, Range 26 East of the Boise Meridian.

Effects of Agreement for Electric Service between Raft River Rural Electric Cooperative, Inc. as Seller and Juana Lopez, as Consumer, dated June 3, 2005 and recorded June 24, 2005 as Instrument No. 302755, records of Cassia County, Idaho, covering the NE¼SE¼ of Section 14, Township 12 South, Range 26 East of the Boise Meridian.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 6, 2014


ROBERT KENT BUSHMAN

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 6th day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT KENT BUSHMAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Terri McBride
Notary Public
State of Idaho


Notary Public
Residing at: Idaho
My Commission expires: 2-5-20