

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 29 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?
36-14550	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: David Jacobsen and Kathy Jacobsen
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): John R. Hollifield and Nina J. Hollifield
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 177 West 300 South Jerome ID 83338
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: _____.
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.

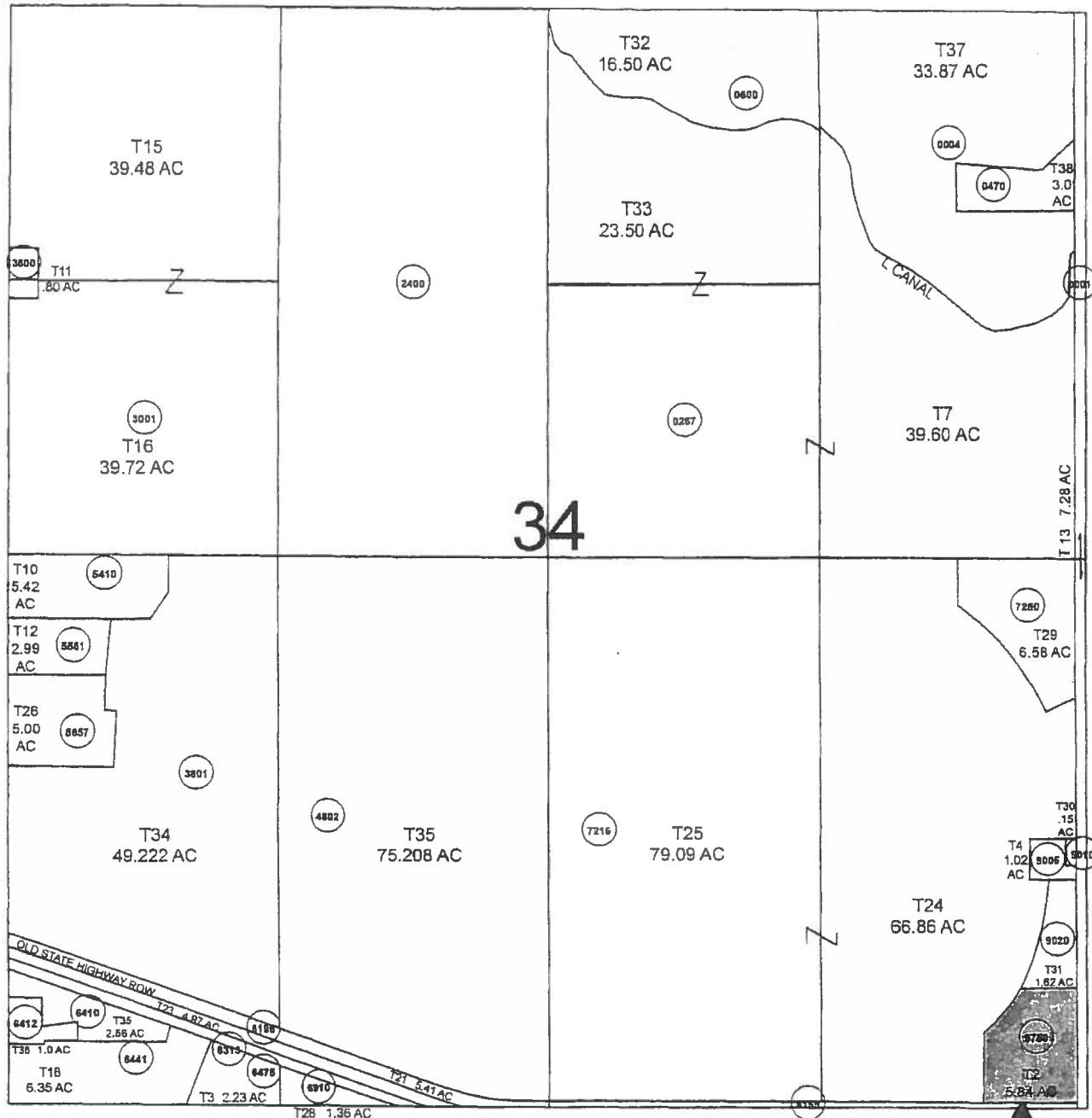
8. Signature: John R. Hollifield _____ _____
Signature of new owner/claimant Title, if applicable Date

Signature: Nina J. Hollifield _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 5-29-2014 Receipt No. 5034047 Receipt Amt. \$25-
Approved by _____ Processed by _____ Date _____

SECTION 34 TOWNSHIP 08 SOUTH RANGE 17 EAST JEROME COUNTY IDAHO



We have taken extreme care to insure accuracy.
However, we assume no responsibility for errors or omissions.
These maps are intended for assessment purposes only
and are not to be used as a legal document.
All canals and ditches are approximated from aerial maps.

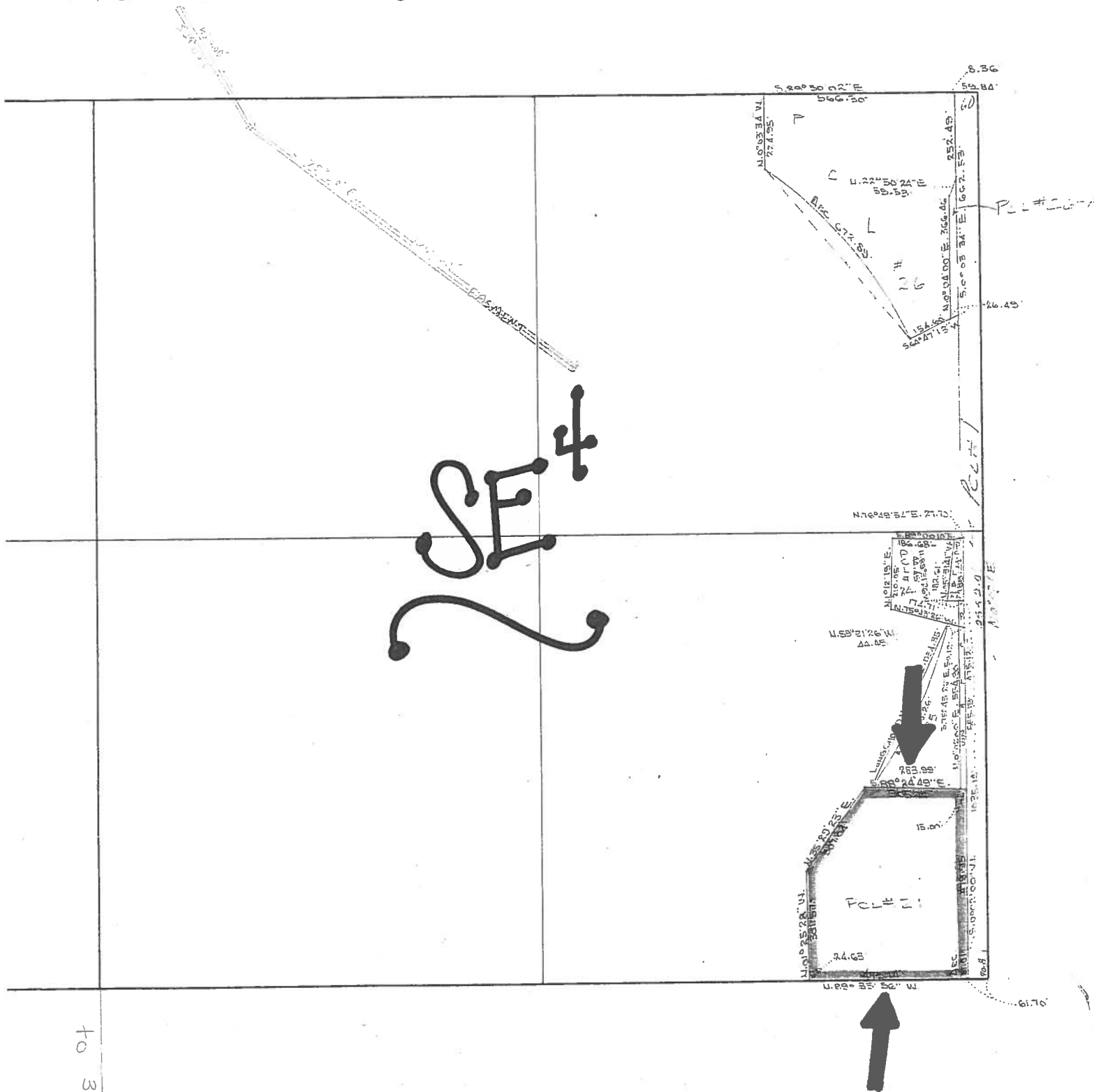


500 0 500 Feet

DATE PRINTED 06/13/2013
JEROME COUNTY ASSESSORS OFFICE

34-8-17

South
Half



to 3-9-17

SCALE 1" = 100'

J-42176

WARRANTY DEED

Instrument # 2142008

JEROME COUNTY, JEROME, IDAHO
5-28-2014 02:30:06 No. of Pages: 3
Recorded for : LAND TITLE & ESCROW
MICHELLE EMERSON
Ex-Officio Recorder Deputy

Fee: 16.00

For Value Received

David Jacobsen and Kathy Jacobsen, husband and wife

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

John R. Hollifield and Nina J. Hollifield, husband and wife, as community property with right of survivorship

Address: 177 West 300 South, Jerome, ID 83338

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

**TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 34: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section, described as follows:

Beginning at the Southeast corner of Section 34, Township 8 South, Range 17 East, Boise Meridian, said corner marked by a $\frac{5}{8}$ " rebar;
Thence North 89°35'56" West along section line for a distance of 61.70 feet to a point on the West right of way of State Highway 93 which shall be THE POINT OF BEGINNING;
Thence North 89°35'56" West along section line for a distance of 475.14 feet to a point;
Thence North 01°25'28" West for a distance of 24.63 feet to a $\frac{1}{2}$ " rebar;
Thence North 01°25'28" West for a distance of 301.57 feet to a $\frac{1}{2}$ " rebar;
Thence North 35°29'23" East for a distance of 307.04 feet to a $\frac{1}{2}$ " rebar;
Thence South 88°24'49" East for a distance of 305.74 feet to a $\frac{1}{2}$ " rebar on the West right of way of State Highway 93;
Thence South 00°02'00" West along the West right of way of State Highway 93 for a distance of 479.95 feet;
Thence along a curve to the right for 91.01 feet to THE POINT OF BEGINNING, said curve having a radius of 11394.71 feet with a central angle of 0°27'27" with a long chord bearing of South 00°13'44" West for a distance of 91.01 feet.

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 of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Terms and conditions of Agreement by and between Wm. A. Peters and Axline Fay Peters, husband and wife, parties of the first part, and Lawrence A. Campbell and Pearl A. Campbell, husband and wife, parties of the second part, and Russell W. Halstead and Dorothy Jean Halstead, husband and wife, parties of the third part, dated December 14, 1950, recorded December 28, 1950

in Book 143 Page 366 as Instrument Number 111387, Jerome County records.

Conditions and restrictions contained in Right of Way Deed given by Laurence A. Campbell and Pearl A. Campbell, husband and wife, first party, to the State of Idaho, second party, dated May 25, 1951, recorded August 2, 1951 in Book 141 Page 494 as Instrument Number 113733, Jerome County records, pertaining to property adjacent to highway right of way located on a portion of E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, Township 8 South, Range 17 East, Boise Meridian.

Power Line Easement given by Laurence A. Campbell and Pearl A. Campbell, husband and wife, to Idaho Power Company, a corporation, dated December 22, 1972, recorded April 5, 1973 in Book 184 Page 716 as Instrument Number 199471, Jerome County records, affecting the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 8 South, Range 17 East, Boise Meridian.

An easement over the South 10 feet of the SE $\frac{1}{4}$ of Section 34 for the purpose of locating and maintaining irrigation pipeline and for gaining ingress and egress to a pond from which irrigation water is pumped as set forth in document, dated July 10, 1995, recorded July 12, 1995 as Instrument Number 952774, Jerome County records.

A county road on the South side as set forth in Warranty Deed dated July 11, 1995, recorded May 30, 2002 as Instrument Number 2022735, Jerome County records.

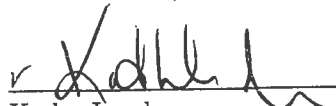
Ordinance No. 2004-4 dated September 10, 2004, recorded September 10, 2004 as Instrument Number 2044854, Jerome County records, amending the Jerome County Zoning Ordinance map from A-1 Agriculture to Commercial Overlap Zone.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 5.84 shares of Capital Stock in North Side Canal Company, LTD and State of Idaho Department of Water Resources Water Right No. 36-14550.

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 27, 2014


David Jacobsen


Kathy Jacobsen

STATE OF CALIFORNIA)
) ss.
COUNTY OF ✓)

On this ✓ day of May, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared David Jacobsen and Kathy Jacobsen, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

See attached

Notary Public
Residing at: ✓
My Commission expires: ✓

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

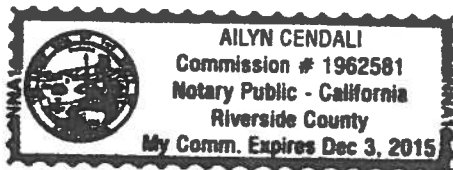
State of California

County of Riverside

On May 27, 2014 before me,
Date

Ailyn Cendali (Notary Public)
Here Insert Name and Title of the Officer

personally appeared Kathy Jacobsen and David Jacobsen
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Warranty Deed Document Date: May 27, 2014

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____