

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 30 2014
DEPARTMENT OF
WATER RESOURCES

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?
29-14099	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

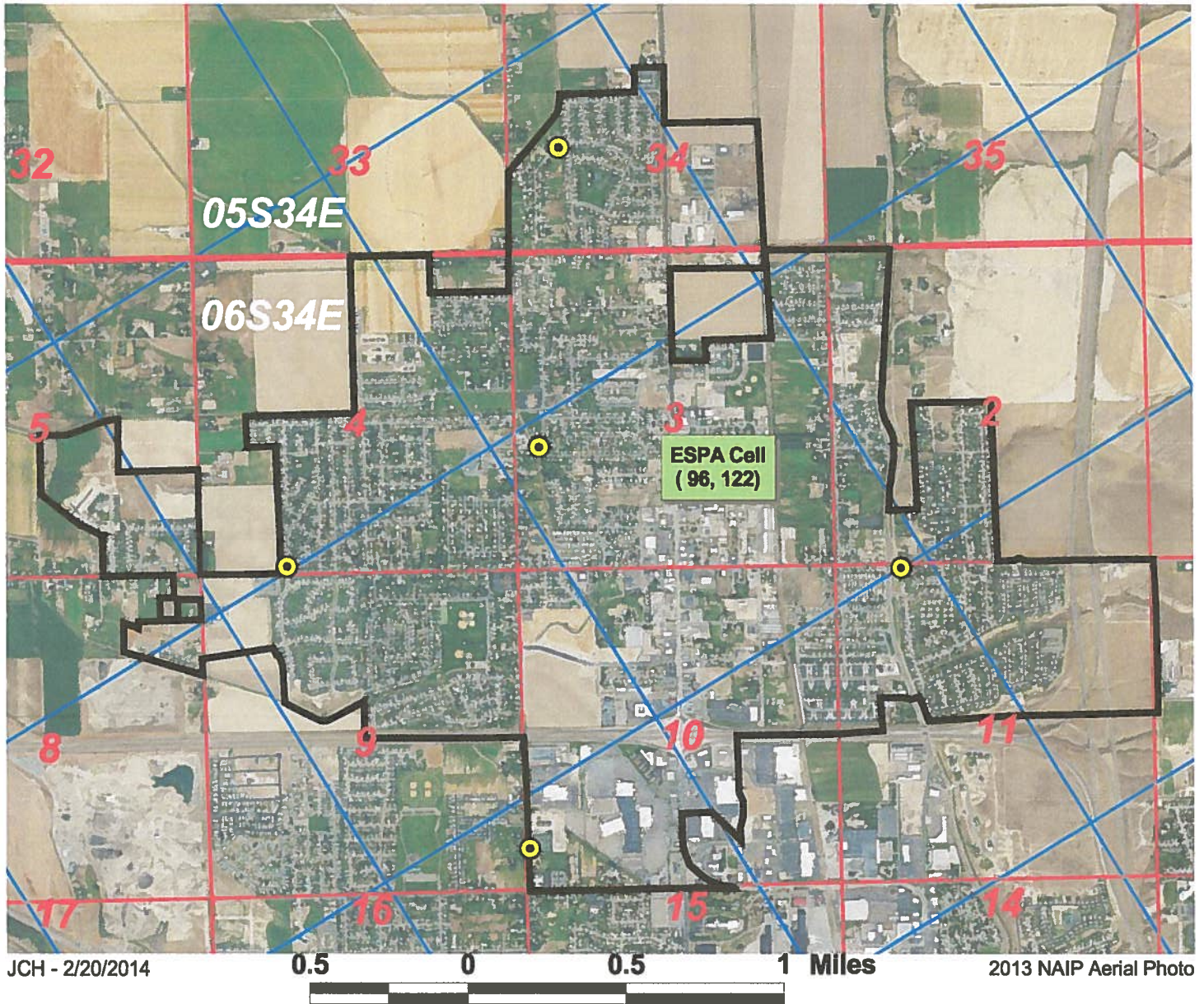
2. Previous Owner's Name: TeAuna Newton
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): City of Chubbuck Public Works Department
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- | | | | |
|-----------------|--------------------------|-------|------------|
| P.O. Box 5604 | Chubbuck | ID | 83202-5604 |
| Mailing address | City | State | ZIP |
| (208) 237-2430 | ssmart@cityofchubbuck.us | | |
| 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: 4/10/2014
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: *Keri B. Crayford* *Mayor* *13 May 2014*
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

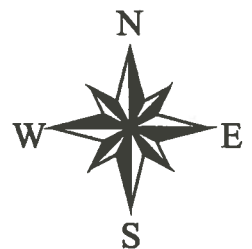
Received by *CS* Date *5/30/14* Receipt No. *C098910* Receipt Amt. *25.00*
Approved by _____ Processed by *[Signature]* Date *6-11-14*

CHANGE OF OWNERSHIP & WATER SUPPLY BANK APPLICATION TO LEASE WATER RIGHT

29-14099 (Priority: 5/2/1966 : 2.52 cfs, 132 ac., 462 acre-ft per year)



- ESPA Model Grid
- City of Chubbuck Existing Wells
- City of Chubbuck Municipal (Irrigation) Place Of Use
- Townships
- Sections



ATTACHMENT #1

4-1
21404561

SPECIAL WARRANTY DEED FOR WATER RIGHTS

Idaho Water Company, LLC, an Idaho limited liability company, whose address is 1135 Valley Road South, Eden, Idaho 83325, ("Grantor") does hereby grant, bargain, sell, assign, and convey unto the City of Chubbuck, an Idaho municipal corporation, whose address is City Hall, Chubbuck, Idaho 83201 ("Grantee") and to Grantee's heirs and assigns forever, all of Grantor's right, title and interest in water right no. 29-14099 (formerly a portion of 29-2523) described in Exhibit A hereto (the "Water Right").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Water Right;
- (B) Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- (C) The Water Right is free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Water Right to Grantee.

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

IN WITNESS WHEREOF, the undersigned authorized officer of Grantor, acting on behalf of Grantor, has caused his name to be hereunto subscribed.

DATED this 10th day of April, 2014.

ICIAL RECORD BK# 978
KNOCK COUNTY IDAHO

RECORDED AT REQUEST OF IDAHO WATER COMPANY, LLC
FEE 2 DEPUTY cm

City of Chubbuck

21404561

2014 APR 14 P 12: 02

By: 

Delbert G. Kohtz, Member

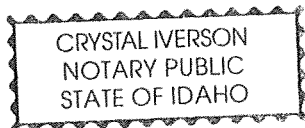
4-2

21404561

STATE OF IDAHO)
County of Bannock) ss.

On this 10 day of April, 2014 before me, a Notary Public for said County and State, personally appeared DELBERT G. KOHTZ, known or identified to me, to be one of the members of the limited liability company of IDAHO WATER COMPANY, LLC, and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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



Crystal Iverson
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID
My commission expires: 4/23/16

4-3

EXHIBIT A

21404561

Page 3 of 4

WATER RIGHT NO. 29-14099

As Modified by Transfer No. 79001

In accordance with the approval of Transfer No. 79001, Water Right No. 29-14099 is now described as follows:

Right Holder: TEAUNA NEWTON
1852 N W YOHN RANCH DR
MCMINNVILLE, OR 97128

Priority Date: 5/21/1966

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
MUNICIPAL	04/01	to 10/31	2 520 cfs	462 0 af
			2 520 cfs	462 0 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SENWSW	Sec 34 Twp 05S Rge 34E	BANNOCK County
GROUND WATER	L13 (SWSW)	Sec 10 Twp 06S Rge 34E	BANNOCK County
GROUND WATER	L4 (NENWNW)	Sec 11 Twp 06S Rge 34E	BANNOCK County
GROUND WATER	NWNWSW	Sec 3 Twp 06S Rge 34E	BANNOCK County
GROUND WATER	SWSESW	Sec 4 Twp 06S Rge 34E	BANNOCK County

CONDITIONS OF APPROVAL

1. Place of use is within the service area of the City of Chubbuck municipal water supply system as provided for under Idaho Law.
2. A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
3. Municipal use under this right is for irrigation of 132.0 acres within the authorized place of use in a single irrigation season.
4. 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. 120.
5. A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
6. Prior to the diversion and use of water under Transfer approval 79001, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.

Transfer No. 79001

WATER RIGHT NO. 29-14099

As Modified by Transfer No. 79001

CONDITIONS OF APPROVAL

- 7 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
- 8 The irrigation component of municipal use under this right when combined with all other rights shall provide no more than 4.0 afa per acre at the field headgate
- 9 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.
- 10 This right does not grant any right-of-way or easement across the land of another.
- 11 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- 12 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
- 13 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.

Transfer No. 79001

OFFICIAL RECORD BK# 978
BANNOCK COUNTY IDAHO

FEE 16.00 DEPUTY DQ
RECORDED AT REQUEST OF

First American Title - Pocatello

21404457

2014 Apr 11 AM 09:11:00

Electronically Recorded by Simplifile

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

**ELECTRONICALLY RECORDED
DO NOT REMOVE
THE COUNTY STAMPED
FIRST PAGE AS IT IS NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT**

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **480177-P (ci)**

Date: **April 08, 2014**

For Value Received, **TeAuna Newton, a married woman as her sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Idaho Water Company, LLC**, hereinafter called the Grantee, whose current address is **1135 Valley Road South, Eden, ID 83325**, the following described premises, situated in **Bannock County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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.

DK
JK

Recorded Electronically	
ID	21404457
County	Bannock
Date	4-11-14
Time	9:11
Simplifile.com 800.460.5657	

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
223 North 15th Avenue
Pocatello, ID 83201

Space Above This Line for Recorder's Use Only

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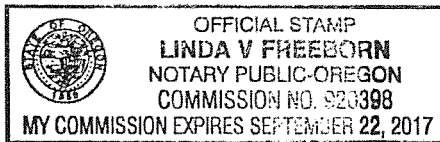
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DK
JK

TeAuna Newton
TeAuna Newton

STATE OF Oregon)
COUNTY OF Yasbrell)
SS.

On this 9th day of April, 2014, before me, a Notary Public in and for said State, personally appeared **TeAuna Newton**, known or identified to me 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.



L. V. L.
Notary Public for the State of Oregon
Residing at: Medford, OR
My Commission Expires: 9/22/17

EXHIBIT A

**SW1/4 OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 37 EAST, BOISE MERIDIAN,
BANNOCK COUNTY, IDAHO.**

**TOGETHER WITH ALL WATER AND WATER RIGHTS APPURTENANT TO SAID LANDS,
INCLUDING BUT NOT LIMITED TO THE FOLLOWING:**

**THOSE CERTAIN WATER RIGHTS DESCRIBED AND CONTAINED IN THE LICENSE NUMBERED
29-2523, ISSUED BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF IDAHO.**