

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAR 26 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?
36-7705	Yes ☐		Yes ☐		Yes ☐
36-11189	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Roth Investments, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): James Dennis Roth
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 530 South 800 East 3869 N 3400 E Jerome Kimberly ID 83336 B3341
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: X James D. Roth _____ 3-19-14
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 DM Date 3-27-2014 Receipt No. 5033909 Receipt Amt. \$100-
 Approved by _____ Processed by _____ Date _____
 SUPPORT DATA

IN FILE # 36-7705

WARRANTY DEED

For Value Received

Roth Investments, L.L.C., an Idaho limited liability company

COPY

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

James D. Roth, an unmarried man**Address: 3869 North 3400 East, Kimberly, ID 83341**Hereinafter called the Grantee, the following described premises situated in **Jerome** County, Idaho, to-wit:**TOWNSHIP 9 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO****Section 3: Tract A and B****Instrument # 2141035**

JEROME COUNTY, JEROME, IDAHO

3-25-2014 11:36:08 No. of Pages: 2

Recorded for : LAND TITLE & ESCROW

MICHELLE EMERSON

Fee: 13.00

Ex-Officio Recorder Deputy

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 American Falls Reservoir District No. 2 and the rights and powers of said District 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 a Contract with land owner constituting the incremental value by and between the United States of America, and Keith Weldon Bennett and Maxine B. Bennett, husband and wife, dated May 10, 1950, recorded May 17, 1950 in Book 143 Page 276 as Instrument Number 109211, Jerome County records.****Contract with land owner constituting the incremental value by and between The United States of America, and Eugene C. Kenner and Virginia B. Kenner, husband and wife, dated January 30, 1951, recorded March 14, 1951 in Book 143 Page 430, Jerome County records.****Easement Agreement for a driveway to permit ingress and egress by and between Eugene Kenner and Herman Huetig, dated March 4, 1991, recorded March 5, 1991 as Instrument Number 910727, Jerome County records.****Order of The Board of Directors of the North Snake Ground Water District on the Petitions for Annexation of Land and Facilities into the North Snake Ground Water District, dated June 18, 2002, recorded July 18, 2002 as Instrument Number 2023779, Jerome County records.****TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 153 acres of American Falls No. 2 and State of Idaho Department of Water Resources Water Right No.'s 36-7705 and 36-11189.****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: March 18, 2014

Roth Investments, L.L.C.

BY Donna Roth Habersitzer
Donna Roth Habersitzer, Co-Manager

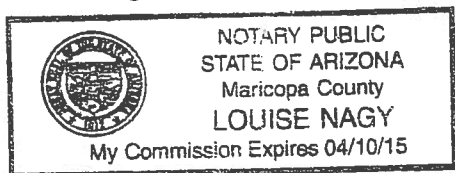
BY J. Michael Roth
J. Michael Roth, Co-Manager

BY James D. Roth
James D. Roth, Co-Manager

BY Todd A. Roth
Todd A. Roth, Co-Manager

STATE OF ARIZONA)
) ss.
COUNTY OF ✓ MARICOPA)

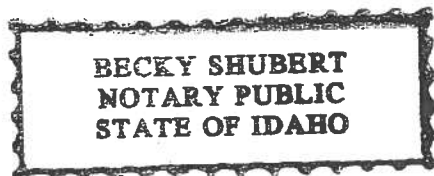
On this ✓ 18 day of March, 2014, before me, the undersigned, a Notary Public, personally appeared Donna Roth Habersitzer known or identified to me (or proved on the oath of) to be a Co-Manager of Roth Investments, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.



✓ Louise Nagy
Notary Public
Residing at: ✓ 8924 E Pinnacle Peak Rd
My Commission Expires: 4.10.15

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 19th day of March, 2014, before me, the undersigned, a Notary Public, personally appeared J. Michael Roth, James D. Roth and Todd A. Roth known or identified to me (or proved on the oath of) to be a Co-Managers of Roth Investments, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.



Becky Shubert
Notary Public
Residing at: Jerome ID
My Commission Expires: 02-23-2017