

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

FEB 19 2014

Department of Water Resources
Eastern 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?
34-649 AOK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Arthur Storer
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Casey C Whitworth & Suzanne E Whitworth
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

PO Box 114 Mackay ID 83251
Mailing address City State ZIP
208-588-2814 Suzanne13mackay@hotmail.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: 2005
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: Casey C Whitworth 2-6-14
Signature of new owner/claimant Title, if applicable Date
Signature: Suzanne E Whitworth 2-6-14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 2/19/2014 Receipt No. E039556 Receipt Amt. \$25.-
 Approved by JB Processed by JB Date 3/3/2014

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

231770
Custer County Req. of
First American
Time 11:45 A.M. Date 7/21/2005
Ethel M. Peck, Clerk
Ruth Brunke \$ 9.00
Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **117124-B (Id)**

Date: **July 07, 2005**

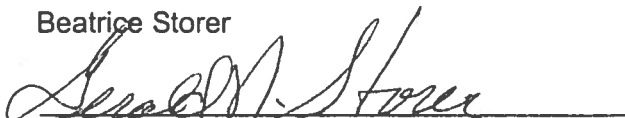
For Value Received, **Arthur J. Storer & Beatrice Storer, initial trustees of the Trust of Arthur J. Storer and Beatrice Storer and Arthur J Storer and Beatrice Storer**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Casey C. Whitworth and Suzanne E. Whitworth, husband and wife**, hereinafter called the Grantee, whose current address is **4254 North US Hwy 93, Mackay, ID 83251**, the following described premises, situated in **Custer County, Idaho**, to-wit:

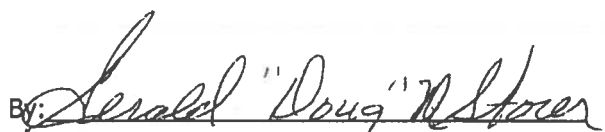
Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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.

Arthur J. Storer & Beatrice Storer, initial
trustees of the Trust of Arthur J. Storer and
Beatrice Storer


Gerald N Storer, Successor Trustee

By: 
Gerald "Doug" N Storer, General Personal
Representative of the Estate of Arthur J
Storer and Beatrice Storer

By: _____

231770

Date: 07/07/2005

Warranty Deed
- continued

File No.: 117124-B (Id)

EXHIBIT A

A TRACT OF LAND IN THE SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO, DESCRIBED AS: COMMENCING AT THE S $\frac{1}{4}$ CORNER OF SAID SECTION 35, THENCE NORTH ALONG THE EAST BOUNDARY OF THE SW $\frac{1}{4}$ OF SAID SECTION 35 A DISTANCE OF 2628.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 965 FEET; THENCE WEST 1284.0 FEET; THENCE SOUTH 200.0 FEET; THENCE WEST 16.0 FEET; THENCE SOUTH 1060.0 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 93 ALTERNATE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT WHICH LIES S. 89°25' W. 796.0 FEET AND S. 23°24' W. 505.00 FEET FROM THE POINT OF BEGINNING (SHOWN OF RECORD AS THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 316.4 FEET); THENCE N. 23°24' E. 505.0 FEET; THENCE N. 89°25' E. 796.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: A PARCEL OF LAND BEING GENERALLY DESCRIBED AS A PORTION OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 35, TOWNSHIP 7 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93, FROM WHICH THE SW CORNER OF SAID SECTION 35 BEARS S. 32°04'58" W. 2695.50 FEET, AND THE W $\frac{1}{4}$ CORNER OF SAID SECTION 35 BEARS N. 76°10'10" W. 1504.12 FEET; THENCE N. 30°43'35" E. ALONG AN EXISTING FENCE LINE, A DISTANCE OF 324.66 FEET; THENCE S. 64°52'33" E. 148.15 FEET; THENCE S. 30°43'35" W. 324.66 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93; THENCE N. 64°52'33" W. ALONG THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93, A DISTANCE OF 148.15 FEET TO THE POINT OF BEGINNING.

231770

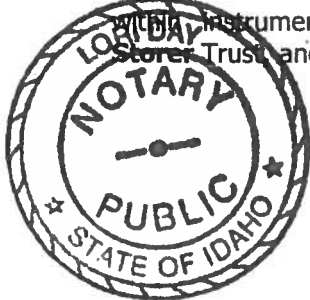
Date: 07/07/2005

Warranty Deed
- continued

File No.: 117124-B (Id)

STATE OF Idaho)
COUNTY OF ~~Euster~~ *Bingham*)
SS.

On this 7th of July, 2005, before me, a Notary Public in and for said State, personally appeared **Gerald N Storer**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Successor Trustee of the **The Trust of Arthur J Storer and Beatrice Storer Trust**, and acknowledged to me that he executed the same as such Successor Trustee.

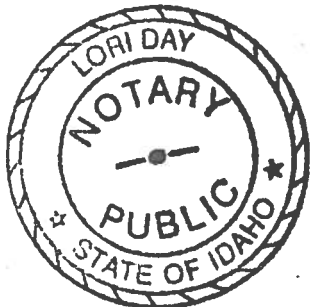


[Signature]

Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

STATE OF Idaho)
COUNTY OF ~~Euster~~ *Bingham*)
SS.

On this 7th day of July, 2005, before me, a Notary Public in and for said State, personally appeared **Gerald "Doug" N Storer**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of **Arthur James Storer and Beatrice Storer**, and acknowledged to me that he executed the same as such Personal Representative.



[Signature]

Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009