

RECEIVED

JAN 10 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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?
37-4037A	Yes ☐		Yes ☐		Yes ☐
37-4037B	Yes ☐		Yes ☐		Yes ☐
37-794a	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Gerald E. Robbins and Jeri Ann Robbins
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Richard M. Kern and Carolyn Sue Doedyns
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 4173 NW 61st Street Redmond OR 97756
Mailing address City State ZIP
- 541-420-1511 trapperkern@gmail.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: January 7, 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: Richard M. Kern 1-7-14
Signature of new owner/claimant Title, if applicable Date

Signature: Carolyn Sue Doedyns 1-7-14
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 1/10/2014 Receipt No. 5033951 Receipt Amt. \$75-
 Approved by _____ Processed by _____ Date _____

SUPPORT DATA
IN FILE # 37-794A

WARRANTY DEED

#GG-12527

Instrument # 247136

GOODING, GOODING, IDAHO

1-9-2014 11:45:18 No. of Pages: 3

Recorded for : LAND TITLE AND ESCROW

DENISE M. GILL Fee: 16.00

Ex-Officio Recorder Deputy

For Value Received

Gerald E. Robbins and Jeri Ann Robbins, husband and wife

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

Richard M. Kern and Carolyn Sue Doedyns, husband and wife, as community property with rights of survivorship

Address: 4173 NW 61st Street, Redmond, Oregon 97756

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

PARCEL 1:

**TOWNSHIP 6 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 21: Part of Lot 3, described as follows:

Beginning at the Northwest corner of said Lot 3, Section 21, Township 6 South, Range 13 East of the Boise Meridian;
Thence N89°25'E along the North boundary of said Lot 3, 296.0 feet to the TRUE POINT OF BEGINNING.
Thence S16°36'E, 373.7 feet;
Thence S30°00'W, 234 feet more or less to the Northeasterly bank of the Snake River;
Thence Southeasterly along the North and East bank of the Snake River to the South boundary of said Lot 3;
Thence East along the South boundary of Lot 3, to a point 250.0 feet West of the West boundary of old U.S. Highway No. 30;
Thence North 134.0 feet;
Thence Northeasterly 108.0 feet to the West boundary of old U.S. Highway No. 30, which point is the Northeast corner of the property conveyed in Book 45 of Deeds, Page 66, records of Gooding County, Idaho;
Thence Northwesterly along the West boundary of old U.S. Highway No. 30, 1229.5 feet to the North boundary of said Lot 3;
Thence S89°25'W along the said North boundary of Lot 3, 202.0 feet to the TRUE POINT OF BEGINNING.

Except the following tract described as follows:

Beginning at the point where the Northern boundary of Lot 3 intersects the Westerly line of old U.S. Highway No. 30;
Thence along the Northerly boundary of Lot 3, S89°25'W, 202.0 feet;
Thence S16°36'E, 223.7 feet;
Thence N73°24'E, 233.0 feet more or less to the Westerly line of old U.S. Highway No. 30;
Thence along the Westerly line of old U.S. Highway No. 30 in a Northerly direction to the POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH a non-exclusive perpetual access easement for ingress and egress for the Benefit of Parcel 1 over and across the easterly thirty (30) feet of the following described parcel:

**TOWNSHIP 6 SOUTH, RANGE 13 EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO**

Section 21: Part of Lot 3, described as follows:

Beginning at the point where the Northern boundary of Lot 3 intersects the Westerly line of old Highway 30;
Thence along the Northerly boundary of Lot 3, S89°25'W, 202.0 feet;
Thence S16°36'E, 223.7 feet;
Thence N73°24'E, 233.0 feet, more or less, to the Westerly line of Old Highway 30;
Thence along the Westerly line of Old Highway 30 in a Northerly direction to THE POINT OF BEGINNING.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Water Right No. 37-4037A and Water right No. 37-4037B and Water right No. 37-794A from the Idaho Department of Water Resources.

SUBJECT TO:

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

Taxes subsequent to the year 2013, a lien, but not yet due or payable.

Assessments levied or to be levied by any local irrigation district.

The abandoning of the old road running through Lot 3 of Section 21, Township 6 South, Range 13, and making a new road in lieu of the Commissioner's Minutes filed July 12, 1904 in Book 1 Page 438, Gooding County records. The road through said Lot 3 has not been put in as good conditions as the old road but that the same is almost impassable and it is hereby ordered by the Board that the road overseer open the road which was used prior as revealed in Commissioner's Minutes filed December 5, 1905 in Book 1 Page 477, Gooding County records.

Easement given by E. Bell, Grantor, to the Great Shoshone and Twin Falls Water Power Company, a corporation, Grantee, dated May 31, 1911, recorded January 19, 1912 in Book 20 Page 551 as Instrument Number 25540, Gooding County records, wherein it is granted the right to construct, operate and maintain a pole line over, and across Section 21, Township 6 South, Range 13, East Boise Meridian.

Power Line Easement given by B.W. Farnsworth and Stella Farnsworth, husband and wife, to Idaho Power Company, a corporation, dated July 5, 1947, recorded April 15, 1948 in Book 6 Page 314 as Instrument Number 105394, Gooding County records, affecting Lot 3 in Section 21, Township 6 South, Range 13, East Boise Meridian.

Terms and conditions of an Agreement by and between B. Warren Farnsworth and Stella E. Farnsworth, husband and wife, first parties, and Aldrich Bowler and Di Bowler, husband and wife, second parties, dated September 7, 1952, recorded April 18, 1953 in Book 5 Page 640 as Instrument Number 121125, Gooding County records.

Power Line Easement given by Robert M. Brown and Margaret L. Brown, husband and wife, to Idaho Power Company, a corporation, dated August 6, 1969, recorded October 10, 1969 as Instrument Number 29983, Gooding County records, affecting a portion of Lot 3 in Section 21, Township 6 South, Range 13, East Boise Meridian.

Power Line Easement given by Robert M. Brown, sole owner to Idaho Power Company, a corporation, dated November 3, 1986, recorded June 18, 1987 as Instrument Number 128014, Gooding County records, affecting A parcel of land in U.S. Government Lot 3 Section 21, T6S, R13E, BM, Gooding County, Idaho.

Easement for a domestic water line as disclosed in Warranty Deed, recorded June 13, 1994 as Instrument Number 157419, records of Gooding County, Idaho.

Rights of the United States of America, State of Idaho, and the Public generally in and to that portion of the property lying below the mean high water mark of the Snake River.

Any adverse claim based on the assertion that the location of the Snake River has moved.

Any adverse claim based on the assertion that some portion of said land is now or at any time has been within the boundaries of the Snake River or any other navigable body of water or by reason of the fact or claim that any portion or portions thereof have been rendered unnavigable by artificial means or have accreted to such portions so created.

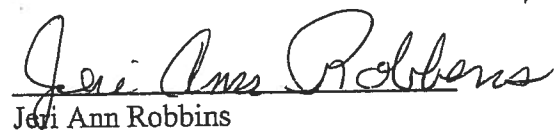
Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water.

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: January __, 2014



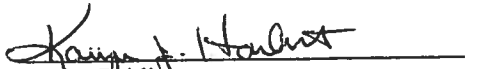
Gerald E. Robbins



Jeri Ann Robbins

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 6 day of January, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Gerald E. Robbins and Jeri Ann Robbins**, 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.


Notary Public
Residing at: 5001 E. Main St Mesa, AZ
My Commission expires: 11-30-2016

