

JAN 15 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?
36-14034	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Michael T. & Elaine H. Phillips
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Lonnie D. & Stefanie R. Lickley
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 433 S. 700 E. Jerome ID 83338
Mailing address City State ZIP
- 208-324-2208 S-lickley@yahoo.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: Yes - Jan 15, 1991
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: Lonnie D. Lickley Title, if applicable _____ Date 1-15-14
Signature of new owner/claimant
- Signature: Stefanie R. Lickley Title, if applicable _____ Date 1-15-14
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date 1/15/2014 Receipt No. 5033759 Receipt Amt. \$25

Approved by: _____ Processed by: [Signature] Date 1-28-2014

WARRANTY DEED

For Value Received MICHAEL T. PHILLIPS and ELAINE PHILLIPS, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
LONNIE D. LICKLEY and STEFANIE R. LICKLEY, husband and wife
whose address is: 700 East 433 South, Jerome, Idaho 83338

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

SEE ATTACHED EXHIBIT "A"
(Containing 2 Pages)

RECORD REQUEST
OF Land Title & Escrow, Inc.
JAN 15 1 32 PM '91
JEROME COUNTY, IDAHO
FEES 9.00 DEP. [Signature]

910146

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 15, 1991

Michael T. Phillips
MICHAEL T. PHILLIPS

Elaine Phillips
ELAINE PHILLIPS

STATE OF IDAHO, COUNTY OF JEROME

On this 15th day of January, 1991,
before me, a notary public in and for said State, personally appeared

MICHAEL T. PHILLIPS
ELAINE PHILLIPS

known to me to be the person whose names are
subscribed to the within instrument, and acknowledged
to me that they executed the same.

[Signature]

Notary Public

Residing at Jerome, Idaho.
Commission expires: 7-1-91

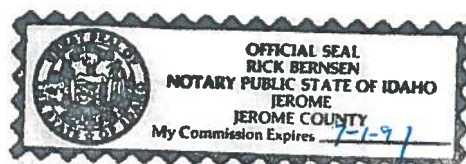


EXHIBIT "A"

PARCEL NO. 1:

TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: SW $\frac{1}{4}$;

EXCEPTING THEREFROM that portion deeded to the State of Idaho by Deed recorded June 21, 1951 in Book 141 Page 454 as Instrument Number 113396, Jerome County records.

AND EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 89°56'00" West, 649.35 feet along the Southerly boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence North 16°37'57" East, 213.21 feet;
Thence North 46°33'26" East, 175.39 feet;
Thence South 66°37'44" East, 288.70 feet;
Thence North 44°56'11" East, 284.37 feet to the Easterly boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 0°40'45" West along the East boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, 412.46 feet to THE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 2: SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT a parcel of land described as follows:

Commencing at the South quarter corner of said Section 2 and being THE TRUE POINT OF BEGINNING;
Thence North 0°40'45" East along the West boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2 for a distance of 409.50 feet;
Thence North 89°52'35" East for a distance of 632.94 feet;
Thence South 26°28'00" West for a distance of 459.50 feet to a point on the South boundary of Section 2;
Thence North 89°56'00" West along the South boundary of Section 2 for a distance of 433.00 feet to the South quarter corner of Section 2 and THE TRUE POINT OF BEGINNING.

TOGETHER WITH all water and water rights, ditches and ditch rights, used thereon or appurtenant thereto, including but not limited to 195 shares of North Side Canal Company Limited water stock.

SUBJECT TO THE FOLLOWING:

Taxes for 1991 and subsequent years, which are not yet due and payable.

Assessments of the American Falls Reservoir District and the rights and powers of said District as by law provided.

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.

Pole Line Easement given by Grover Newman and Georgie Newman to Idaho Power Company, a corporation, dated May 9, 1930, recorded September 19, 1930 in Book 102 Page 45 as Instrument Number 45198, Jerome County records, affecting a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$

of Section 2, Township 9 South, Range 17, East Boise Meridian.
(PARCEL NO. 1)

Easement contained in the Right of Way Deed given by Ira E. Foster and Rachel M. Foster, husband and wife, to the State of Idaho, dated May 18, 1951, recorded June 21, 1951 in Book 141 Page 454 as Instrument Number 113396, Jerome County records, wherein there is granted an easement adjacent to the highway right of way for relocation of all irrigation and drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway. Grantors agree that no buildings or structures except irrigation or drainage structures will be permitted closer than 100 feet of the highway right of way line. (PARCEL NO. 1)

Restrictions contained in Warranty Deed given by S. A. Shinn and Lela M. Shinn, husband and wife, to Michael T. Phillips and Elaine Phillips, husband and wife, dated April 30, 1980, recorded May 2, 1980 as Instrument Number 249498, Jerome County records, which states as follows: "that there are no dairy or feedlots permitted for a period of 12 years" on the above described property. (PARCEL NO. 2)

