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AUG 02 2013

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUL 29 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
PD 63-03311	Yes ☐		Yes ☐		Yes ☐
PD 63-03196D	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: John Oord DBA Double O Dairy
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): John B. Toledo and Maria R. Toledo
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 2502 W Kuna Cave Road Kuna ID 83634
Mailing address City State ZIP
- 208-751-3481
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.

SUPPORT DATA

IN FILE # 63-3196D

8. Signature: John B. Toledo owner 7/17/13
Signature of new owner/claimant Title, if applicable Date
- Signature: Maria R. Toledo owner 7/17/13
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 7-31-2013 Receipt No. 5033429 Receipt Amt. \$50-
 Approved by RS Processed by JA Date 8/7/13

216787

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 12- DEPT. 

2002 JL -3 PM 4:33

102075825

COPY**WARRANTY DEED**

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PIONEER

WATER RESOURCES
WESTERN REGION

FOR VALUE RECEIVED,

DOUBLE O DAIRY, an Idaho general partnership, **JOHN A. OORD and JANICE M. OORD**, husband and wife, and **BRIAN J. OORD and SHANNON OORD**, husband and wife, General Partners, the "Grantors", do hereby grant, bargain, sell and convey unto **JOHN B. TOLEDO and MARIA R. TOLEDO**, husband and wife, whose address is 28 South 300 West, Jerome, Idaho 83338, the "Grantees", the following described premises located in Ada County, Idaho, to wit:

TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN,
ADA COUNTY, IDAHO

Section 15: NW¼; and S½

Except any portion lying within the right of way of Kuna Cave Road.

Consisting of 480 acres, more or less.

Together with Water Right A63-03196 D and Water Right No. A63-03311 and all water rights appurtenant thereto.

Subject to the following:

1. General taxes for the year 2002, which are liens, are not yet due and payable.
274-S2215210000 & 274-S2215210000
2. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
3. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals and lateral.
4. A Power Line Easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: a right of way and easement
In Favor of: Idaho Power Company
Recorded: March 26, 1974
Instrument No.: 882835

5. Oil and gas lease containing numerous terms, conditions and provisions.
Dated: January 8, 1974
Lessor: H.R. Montierth and Golda Montierth, husband and wife and Stephen E. Bevs and Becky Ann Bevs, husband and wife
Lessee: Gulf Oil Corporation, a Pennsylvania corporation
Recorded: August 13, 1974
Instrument No. 895921
Term: 20 years from and after the date hereof (subject to termination as therein provided) and so long thereafter as there is commercial production of steam, electrical power or any by-product from the condensates of steam, derived or produced from the property leased hereunder and for so long, as well, as Lessee is prevented from producing same, or the obligations of Lessee thereunder are suspended for the causes as set forth in said written Lease and Agreement
Affects: Section 15: all, and other land

The lessee's interest in said lease was assigned by Instrument:
To: Occidental Geothermal, Inc., a California corporation
Dated: August 11, 1977
Recorded: August 24, 1977
Instrument: 7740307
6. Well and Mainline Sharing Agreement. Terms and provisions set forth in agreement between the parties herein named.
Between: Herbert and Golda Darlene Montierth and Dean E. Beus and Elaine Beus and Shane Beus
Recorded: December 13, 1978
Instrument No.: 7865888
7. Well and Mainline Sharing Agreement. Terms and provisions set forth in agreement between the parties herein named.
Between: Dean E. Beus and Elaine Beus and Shane Beus and Elizabeth A. Beus and Herbert and Golda Darlene Montierth
Dated: August 21, 1985
Recorded: August 23, 1985
Instrument No.: 8544365
8. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.
For: perpetual easement of ingress and egress
In Favor of: a portion of the Northeast quarter of Section 15
Disclosed: warranty deed
Recorded: February 25, 1988
Instrument No.: 8908638

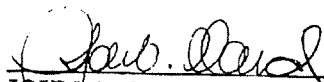
9. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: power line easement for right of way easement
In Favor of: Idaho Power Company
Recorded: May 19, 1999
Instrument No.: 99050456
10. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: underground power line easement
In Favor of: Idaho Power Company
Recorded: May 19, 1999
Instrument No.: 99050457

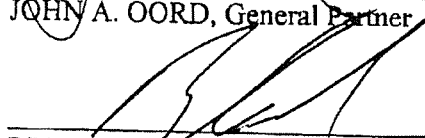
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. The said Grantors do hereby covenant to and with the said Grantees, that they are the owners of said premises; that they will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided.

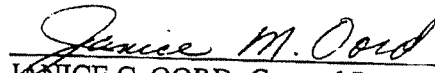
DATED THIS 1st day of July, 2002.

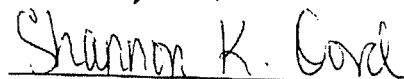
"GRANTORS"

DOUBLE O DAIRY


JOHN A. OORD, General Partner


BRIAN J. OORD, General Partner


JANICE C. OORD, General Partner

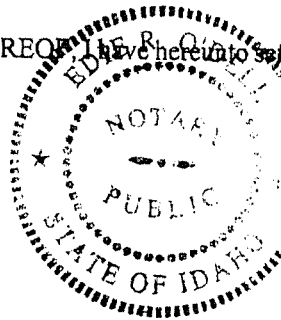

SHANNON OORD, General Partner

STATE OF IDAHO)

County of Canyon)
ss:

On this 1st day of July, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN A. OORD and JANICE C. OORD, husband and wife, General Partners of DOUBLE O DAIRY, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said partnership.

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



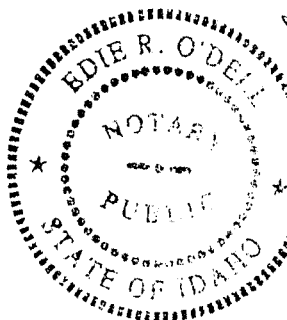
Edie R. O'Dell
NOTARY PUBLIC for Idaho
Residing at: Nampa, ID
Commission Expires: 4/17/2003

STATE OF IDAHO)

County of Canyon)
ss:

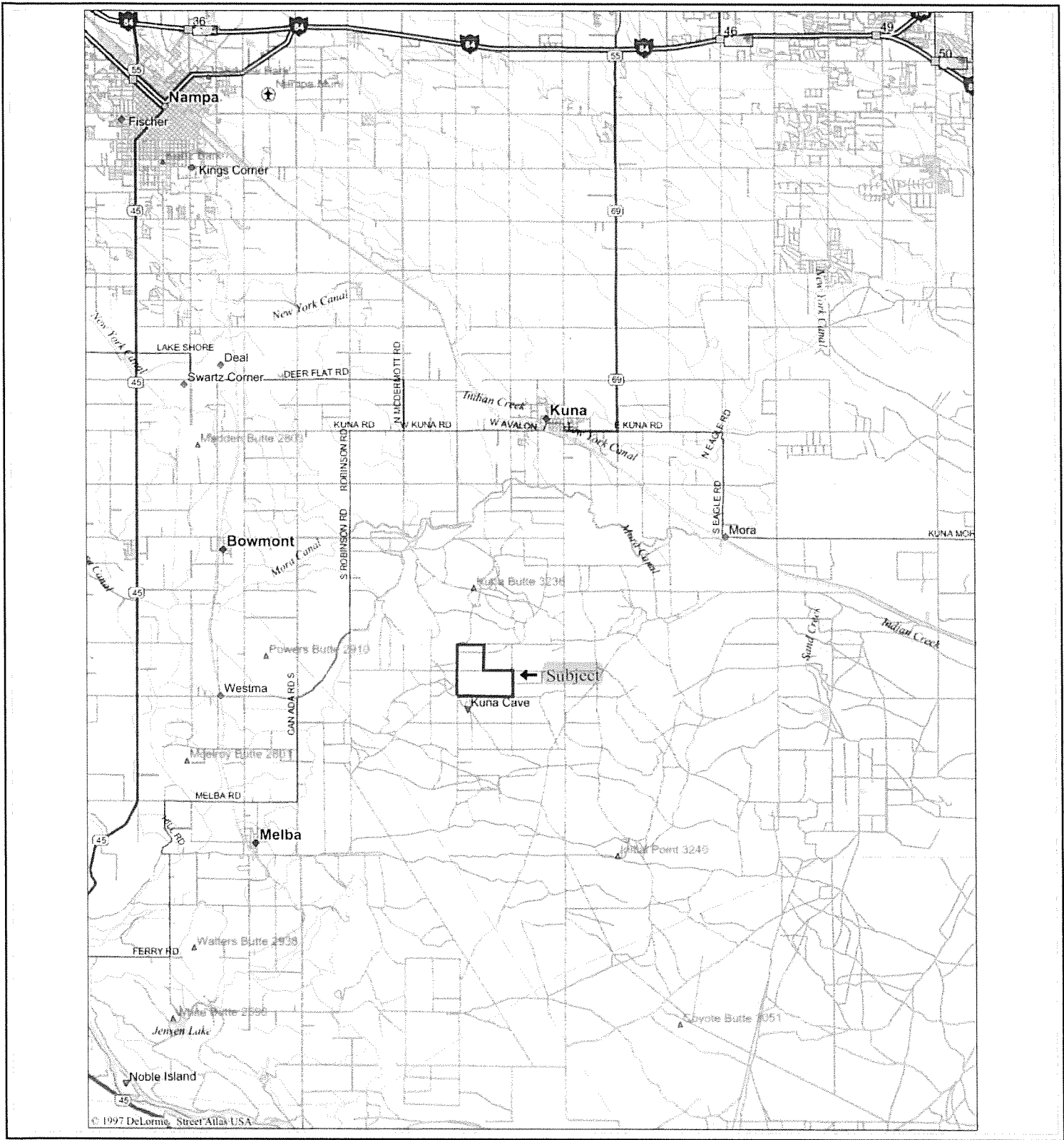
On this 1st day of July, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRIAN J. OORD and SHANNON OORD, husband and wife, General Partners of DOUBLE O DAIRY, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of said partnership.

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



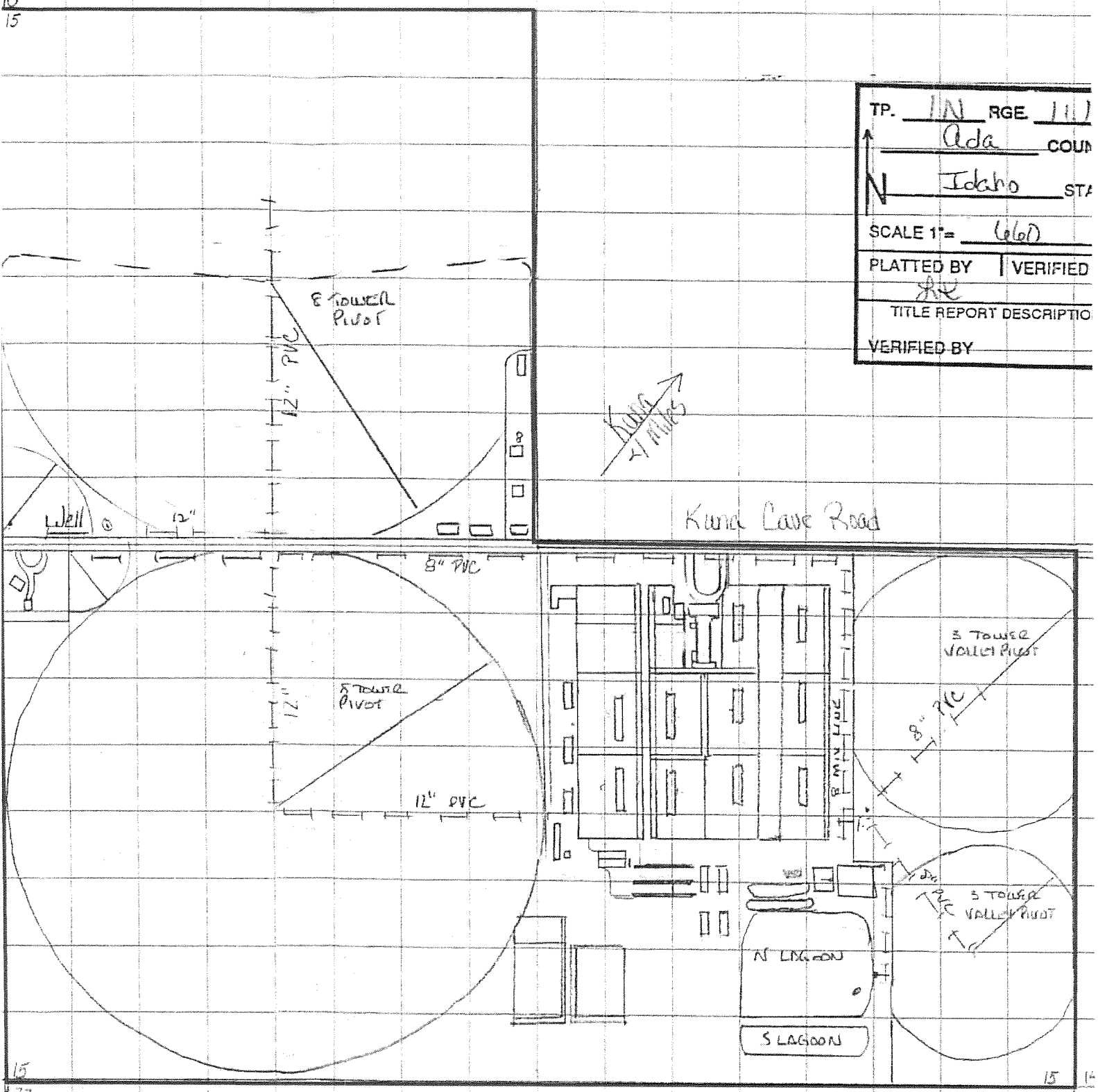
Edie R. O'Dell
NOTARY PUBLIC for Idaho
Residing at: Nampa, ID
Commission Expires: 4/17/2003

Locator Map



10
15

TP.	<u>1N</u>	RGE	<u>11W</u>
	<u>Ada</u>		COUNTY
	<u>Idaho</u>		STATE
SCALE 1" = <u>660'</u>			
PLATTED BY		VERIFIED	
<u>AK</u>			
TITLE REPORT DESCRIPTION			
VERIFIED BY			



15
22

15
22

Dairy Site Aerial Photograph

