

DEL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 19 2012

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN 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?
PD 63-09942	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Gordon Bort, Leo Nutsch and Michael Nutsch
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): United States of America - USDA Forest Service
Name of each new owner as listed on the conveyance document
- New owner continued _____ Name connector ☐ and ☐ or ☐ and/or _____
1249 South Vinnell Way, Suite 200
Mailing address _____
Boise _____ Idaho 83709
City _____ State _____ ZIP _____
208-373-4100 _____ sspencer@fs.fed.us
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: September 8, 2008
6. 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.

7. Signature: Kathryn J. Good Director of Lands and Minerals 12/13/2012
Signature of new owner/claimant Title, if applicable MM 12-11-2012 Date

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JA Date 12/19/12 Receipt No. W040772 Receipt Amt. \$100.00
Approved by _____ Processed by [Signature] Date 7-26-13

BEING RE-RECORDED TO CLARIFY LEGAL DESCRIPTION (SEE ATTACHED)

WHEN RECORDED MAIL TO:

Mr. Jack Haddox
USDA Forest Service
Idaho/Wyoming Land Adjustment Zone
1405 Hollipark Drive
Idaho Falls, ID 83401
(208) 557-5796

Danskin Camus Land Exchange
Weeks Law Status

Instrument # 401094
Elmore County, Idaho
04:15pm Sep. 08, 2008
For: GUARANTY TITLE INC
No. of Pages: 3 Fee: \$9.00
MARSA GRIMMETT, Recorder
Deputy: DLE

WARRANTY DEED

THIS WARRANTY DEED is made this 8th day of September, 2008, by and between **CASA DEL NORTE L.P., an Idaho limited partnership, GRANTOR**, and the **UNITED STATES OF AMERICA, and its assigns, GRANTEE**.

WITNESSETH: That the said Grantor, for and in consideration of the exchange therefore of certain National Forest System lands, receipt of which is hereby acknowledged, as authorized by the Act of March 1, 1911 (P.L. 61-435, Ch. 186, 36 Stat. 9161, as amended; 16 U.S.C. 516), the Act of October 21, 1976 (P.L. 94-579, 90 Stat. 2743; 43 U.S.C. 1716; as amended); and the Act of August 20, 1988 (P.L. 100-409, 102 Stat. 1086; 43 U.S.C. 1716(note)), does by these presents grant, bargain, sell, convey, and confirm unto the said Grantee, and its assigns, forever, all the certain lots, pieces, or parcels of land situate, lying, and being in the County of Elmore, State of Idaho, and bounded and particularly described as follows, to-wit:

Boise Meridian

T. 2 N., R. 4 E.,
Sec. 13, that portion of MS 2001;
Sec. 24, that portion of MS 2001.

T. 2 N., R. 5 E.,
Sec. 17, Lot 1;
Sec. 18, MS 2002, and that portion of MS 2001;
Sec. 19, NE $\frac{1}{4}$, and that portion of MS 2001;
Sec. 20, Lot 1, NW $\frac{1}{4}$ NW $\frac{1}{4}$;

T. 2 N., R. 6 E.,
Sec. 33, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Containing 475.709 acres, more or less.

Checked as to price, acreage, description, and
condition of exchange, and found to be correct.
JP 9-8-08

RE-RECORDED

Instrument # 401153
Elmore County, Idaho
02:43pm Sep. 11, 2008
For: GUARANTY TITLE INC
No. of Pages: 4 Fee: \$12.00
MARSA GRIMMETT, Recorder
Deputy: DLE

The acquiring agency is the U.S. Department of Agriculture, Forest Service.

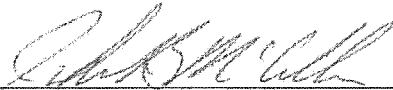
TOGETHER WITH all and singular the tenements, hereditaments, improvements, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular the above-mentioned and described premises, together with the appurtenances, unto the said Grantee and to its successors and assigns forever, and the said Grantor and its assigns, the said premises in the quiet and peaceable possession of the said Grantee, its successors and assigns, against the Grantor and its assigns and against all and every person and persons whosoever lawfully claimed or to claim the same, shall and will **WARRANT** and do by these presents forever **DEFEND**.

And the said Grantor for itself, its executors and administrators, does covenant and agree to and with the said Grantee, and its assigns, that it is lawfully seized in fee of the afore granted premises; that the same are free from all encumbrances; that it has a good right to sell and convey the same to the said Grantee, aforesaid, and that the Grantor warrants and will forever defend the before-granted land and premises against the right, title, interest, or claim of all and every person whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer effective on the day and year first above written.

**CASA DEL NORTE L.P., an Idaho Limited
Partnership, by its General Partner
A.R.D. TRADING, INC., President**

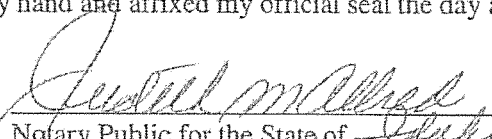
By: 
JOHN B. MCCALLUM

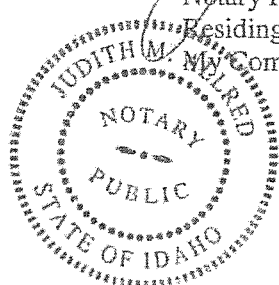
ACKNOWLEDGEMENT

STATE OF IDAHO)
)ss
COUNTY OF ELMORE)

On this 8th day of September, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN B. McCALLUM**, known or identified to me to be the **President of A.R.D. TRADING, INC.**, the corporation that executed the instrument on behalf of said corporation which is the general partner of **CASA DEL NORTE L.P.**, a partnership and on behalf of the general partner subscribed to me that such corporation executed the same in said partnership name.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

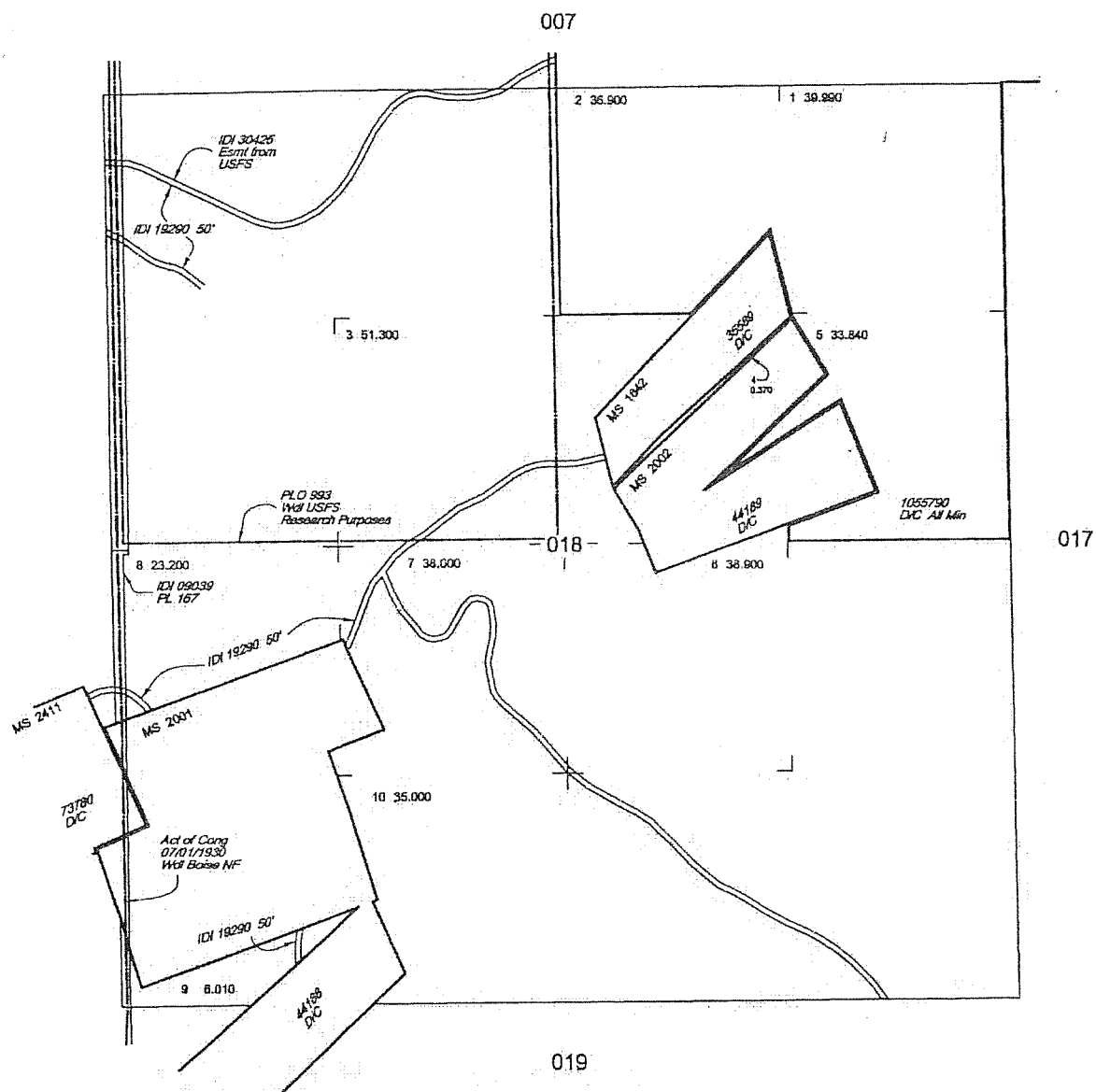

Notary Public for the State of Idaho
Residing in Mesa Lake
My Commission expires 3-26-12



TOWNSHIP 2 NORTH RANGE 5 EAST OF THE BOISE MERIDIAN, IDAHO

ELMORE COUNTY 039

BOISE DISTRICT SEC 15

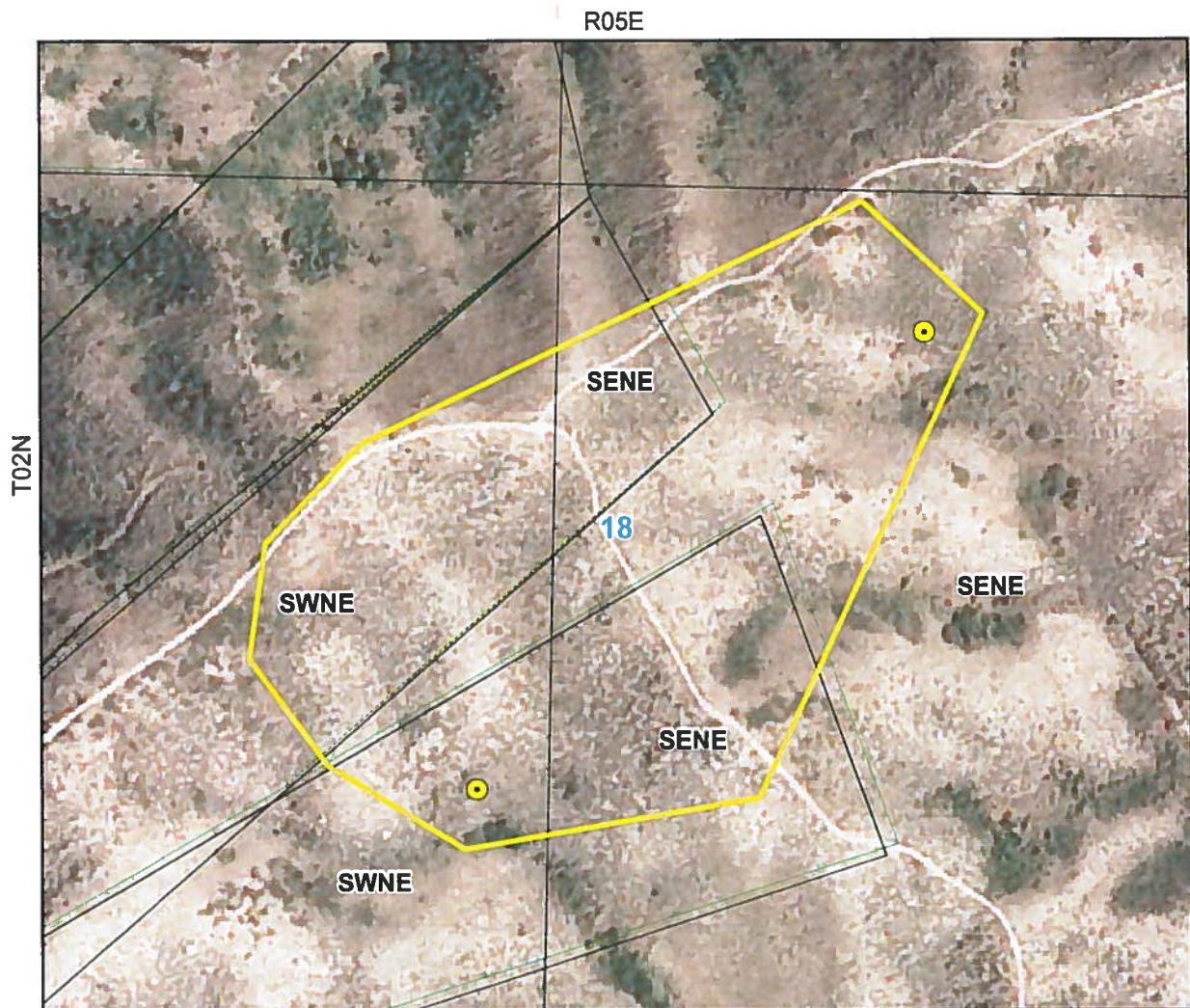


State of Idaho
Department of Water Resources

Water Right
63-9942

MINING

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters
- Taxlots

0 0.035 0.07 0.14 Miles

