

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 19 2012

Notice of Change in Water Right Ownership

DEPT. OF WATER RESOURCES
SOUTHERN 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?
45-7455	Yes ☒		Yes ☐		Yes ☐
split into 45-7455 45-14437	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Mark L. Darrington

Name of current water right holder/claimant

Jimmy D. Hartwell

3. New Owner(s)/Claimant(s):

Name of each new owner as listed on the conveyance document

Janet L. Hartwell

New owner continued

Name connector

☐ and

☐ or

☐ and/or

888 East 500 South

Mailing address

Declo

ID

83323

City

(208) 654-2519

State

ZIP

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.

March 3, 1993

5. Date you acquired the water rights and/or claims listed above:

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.

SCANNED

MAY 11 2013

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

- Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

DM

Date

9-20-2012

Receipt No.

5032800

Receipt Amt.

\$100-

Approved by

Processed by

Date

45-7455

WARRANTY DEED

For Value Received

STAR QUALITY HOMES, a partnership

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

JIMMY D. HARTWELL and **JANET L. HARTWELL**, husband and wife
ADDRESS: 485 South 900 East, Burley, Idaho 83318

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

Lot 9 in Block 2 of Water Canyon Heights Subdivision, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of said County.

SUBJECT TO:

All reservations in Patents or Deeds in the chain of title.

Taxes for 1993 and subsequent years.

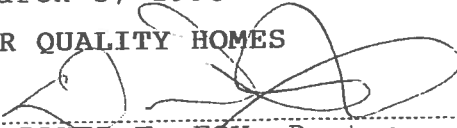
Restrictive Covenants of Water Canyon Heights Subdivision, dated November 1, 1977 and recorded November 4, 1977 as Instrument No. 102653 on Film No. 112, records of Cassia County, Idaho.

Well, Water Storage and License Agreement between Bruce B. Turner and Lila Turner, husband and wife, and Pete Gutierrez and Juanita Gutierrez, husband and wife, Bradley Bandy and Terry Bandy, husband and wife, and Max Turner and Maurine Turner, husband and wife, dated December 4, 1978 and recorded July 21, 1983 as Instrument No. 153595 on Film No. 158, records of Cassia County, Idaho.

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: March 3, 1993

STAR QUALITY HOMES

By: 

DAVID K. FOX, Partner

By: 

CARL W. BERGER, Partner

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
FILM 242
1993 MAR - 3 P 3143
CASSIA COUNTY, IDAHO
FRANK S. KEARNS
RECORDER
FEE 300 DEPUTY
LAND TITLE & ESCROW

WARRANTY DEED

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SCANNED
MAY 01 2013

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Dated: March 3, 1993

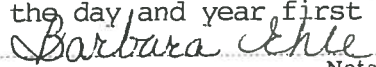
STAR QUALITY HOMES

By: 
DAVID K. FOX, PartnerBy: 
CARL W. BERGER, Partner

STATE OF IDAHO, COUNTY OF Cassia

On this 3rd day of March, 1993,

before me, a notary public in and for said State, personally appeared DAVID K. FOX and CARL W. BERGER known to me to be the partners in the Partnership of STAR QUALITY HOMES and the partners who subscribed said Partnership name to the foregoing instrument and acknowledged to me that they executed the same in said Partnership name.

IN WITNESS WHEREOF I have set my hand and seal the day and year first above written. 

Notary Public

Residing at Burley, Idaho, Idaho.
Commission expires: 6/12/97RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
FILM 242
1993 MAR - 3 P 3 43
CASSIA COUNTY, IDAHO
FRANK B. KEARNS
RECORDER
FEE 300 DEPUTY 
LAND TITLE & ESCROWBARBARA EHLE
★ NOTARY PUBLIC ★
STATE OF IDAHO
RESIDING AT BURLEY, ID
MY COMMISSION EXPIRES 6/12/97

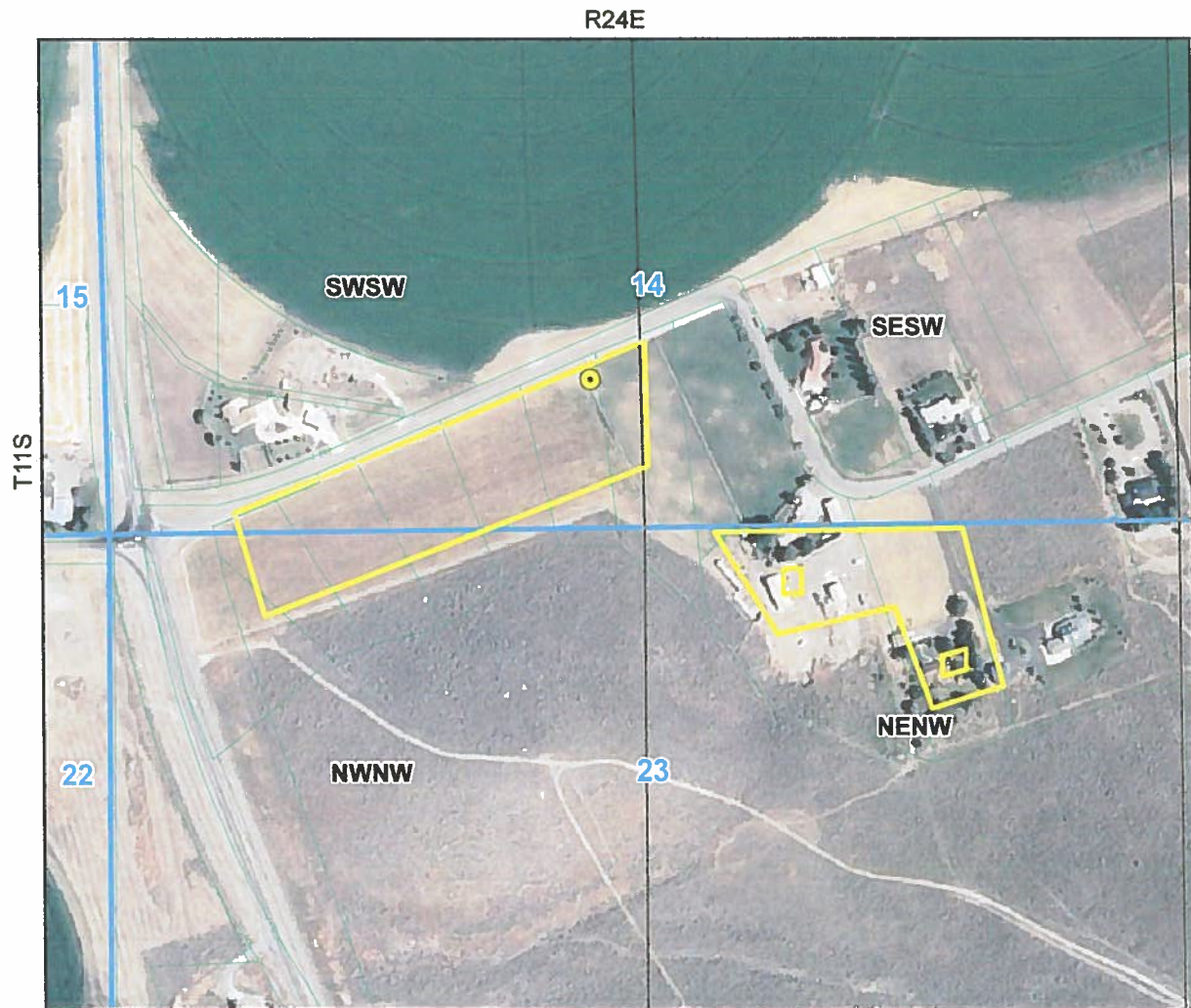
223387

State of Idaho
Department of Water Resources

Water Right 45-7552A

IRRIGATION

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 0.05 0.1 0.2 Miles



State of Idaho
Department of Water Resources

Water Right
45-7552A

DOMESTIC

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 0.025 0.05 0.1 Miles



153595

WELL, WATER STORAGE, AND LICENSE AGREEMENT

AGREEMENT, made December 4, 1978, between BRUCE B. TURNER and LILA TURNER, husband and wife, herein called "B. Turner", PETE GUTIEREZ and JUANITA GUTIEREZ, husband and wife, herein called "Gutierrez", BRADLEY BANDY and TERRY BANDY, husband and wife, herein called "Bandy" and MAX TURNER and MAURINE TURNER, husband and wife, and herein called "M. Turner".

1. RECITALS:

(a) The parties own certain lots in Water Canyon Heights Subdivision, Cassia County, Idaho, and being a part of Sections 14 and 23, Township 11 South, Range 24 East, Boise Meridian, and such ownership for the purposes of this agreement are identified as follows:

(1) B. Turner - Lots 13 and 14 of Block 3 of said Subdivision.

(2) Gutierrez - Lot 10, Block 2 of said Subdivision.

(3) Bandy - Lot 12, Block 3 of said Subdivision, and

(4) M. Turner - Lot 9, Block 2 of said Subdivision.

(b) The well, which is a subject matter of this agreement, is located on Lot 12, Block 3 of said Subdivision.

(c) The water storage facility, which is an object of this agreement, is located in the extreme Southeast corner of Lot 13, Block 3 of said Subdivision.

(d) The parties to this agreement have agreed among themselves as to the use of the well, storage facility and the construction of lines carrying the water to various parcels and such understanding is pursuant to the terms and conditions hereinafter set forth.

In consideration of the recitals, the mutual promises herein contained and the performance thereof, the parties

OCT 19 2001

1 agree as follows:

2 2. WELL. The parties have constructed on Lot 12,
3 Block 3 of Water Canyon Heights Subdivision a well. Each party
4 shall pay twenty-five percent (25%) of the total cost of the
5 drilling the well, casing, pump, motor, and necessary equipment
6 for operation. The parties shall reimburse each other, as the
7 case may be for any of such costs that may have been paid by
8 any of the parties, Subject to the terms and conditions of
9 this agreement each party shall be entitled to 25% of the water
10 from the well. In the event of any water shortage all parties
11 shall be reduced proportionately.

12 3. WATER STORAGE FACILITY: The parties have
13 constructed on Lot 13, Block 3 of Water Canyon Heights Sub-
14 division as water storage facility. Each party shall pay 25%
15 of the total cost of the construction and operation. The parties
16 shall reimburse each other, as the case may be, for any of such
17 costs that may have been paid by any of the parties. Such to
18 the terms and conditions of this agreement each party shall be
19 entitled to 25% of the water from the water storage facility.
20 In the event of any water shortage all parties shall be reduced
21 proportionately.

22 4. COSTS, CHARGES AND EXPENSES: The parties agree
23 to pay all costs, charges and expenses incurred in, about and
24 upon the well and storage facility and such costs, charges and
25 expenses shall be paid 25% by each of the parties signatory
26 to this agreement. It being understood that the husband and
27 wives are considered one party for the purpose of the percentage
28 allocation. All subsequent costs, charges and expenses, including
29 the utility charges shall be paid the same ratio. If any party
30 or parties do not pay their respective percent of the costs,
31 charges and expenses, the other parties may take such steps as
32 shall be necessary to terminate the right to receive water from

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1 the well and storage facility. A majority of the parties may
2 make the determination as to what costs, charges and expenses
3 are from time to time necessary.

4 5. PERMISSIVE USE: Bandy and B. Turner give to
5 each other and each gives to Gutierrez and M. Turner the right
6 and permission to conduct and divert water from the well and
7 from the storage facility over and across the parcels of land
8 owned by each together with the necessary right of ingress and
9 egress thereto for the purpose of construction, maintenance
10 and repair. M. Turner is hereby given the right and permission
11 by Gutierrez to conduct and divert water across Lot 10, Block 2,
12 to the property owned by M. Turner, being Lot 9, Block 2 all
13 of the Water Canyon Heights Subdivision. It being the express
14 intent and purpose of this agreement that the permissive use is
15 hereby perpetually given by the respective property owners for
16 the necessary facilities to divert the water to the property
17 more particularly above described. The parties have not particu-
18 larly identified, by exact description, the location of the pipes
19 and apparatus but generally the facilities are adjacent to the bor-
20 der between Lots 12 and 13, Block 3 of said subdivision, thence
21 crossing the road to Lot 10, Block 2 and along the Southerly
22 border of Lot 10 to Lot 9, Block 2 of said Subdivision.

23 6. TERM: Any party may terminate its right to this
24 agreement at any time, by recording written notice in the office
25 of the County Recorder, County of Cassia, State of Idaho and
26 delivering a copy to the other parties or their successors.
27 Such termination shall not in any manner affect the continued
28 permissive use of the facilities that may exist on the respective
29 parcels for the benefit of other parcels, but shall only relieve
30 the terminating party of the obligation to make payments for
31 costs, charges and expenses, and the right to receive water.

32 9. ADDITIONAL PROPERTY: If any of the parties

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1 to this agreement should acquire other lots within the Water
2 Canyon Heights Subdivision to which water from the well and
3 storage facility might appropriately be delivered, such party
4 shall not be entitled to use water on said lots without the
5 written agreement of the remaining parties. Such consent to
6 be effective must be recorded in the office of the County Recorder,
7 County of Cassia, State of Idaho.

8 10. BINDING EFFECT: This agreement shall be binding
9 upon the parties, their heirs, assigns, personal representatives,
10 and the successors in interest of the respective parcels as
11 described in paragraph 1(a). The permissive use of the properties
12 is revocable but only upon the written consent of the owner of
13 the lot for which the revocation is applicable.

14 11. AMENDMENT: This agreement may not be amended
15 orally and may only be amended by an instrument in writing signed
16 by the parties or their successors in interest in ownership in
17 the parcels described in paragraph 9 above.

18 12. UTILITY MEMBERSHIP: The energy to operate the
19 facility is currently supplied by Southside Electric Company,
20 Declo, Idaho. Any membership in Southside Electric or any succes-
21 sor in interest company, or any other utility having a membership
22 that may control the energy that operates the equipment, may
23 from time to time be held in the name of one or more of the
24 parties. If membership is held in the name of less than all
25 of the parties such holding shall be deemed to be in trust for
26 the benefit of all of the parties to this agreement or their
27 successors in interest in the respective lots. Each party shall
28 pay 25% of any membership or other charges of the utility company
29 for the privilege of receiving services. These charges shall
30 be in the same proportion as the periodic charges previously
31 expressed in this agreement.

32 13. INTENT: The parties agree to cooperate each

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1 with the other in making and continuing to make the water
2 distribution system operational. Each party agrees from time
3 to time to execute such other documents as may be necessary
4 to carry out the express intent of this agreement.

5 14. ATTORNEY FEES: The prevailing party or parties
6 in any action brought under this agreement shall be entitled to
7 a reasonable attorney's fee in addition to all other relief
8 awarded by the court.

9 15. INDIVIDUAL CONNECTION: The parties agree
10 that only the costs and expenses of maintenance of the well,
11 main line, and storage facility shall be shared as heretofore
12 stated and that individual hookups with various apparatus and
13 equipment in individual residences shall be paid for and
14 maintained by each of the individual parties. The main line
15 is the pipe from the well to the storage facility and from the
16 storage facility to the individual properties of the parties,
17 and that facility which carries the common water from its source.

18 16. INDEMNITY: Each party agrees to indemnify any
19 other party or parties to this agreement from any injuries to
20 person or damage to property that may be caused by one of the
21 parties signatory to this agreement. It being the express intent
22 and purpose that because of the jointness of the operation,
23 nevertheless, each party shall hold the others harmless because
24 of individual acts. Any claim that arises because of the joint
25 operation shall be shared equally by the parties in the percent-
26 ages elsewhere stated in this agreement or as may be amended
27 from time to time as herein provided.

28 17. WATER RIGHT: Each party shall be deemed to have
29 an undivided interest in the water right and should it be that
30 from time to time the water right must be in one or more
31 individual name, such individual or individuals shall be deemed
32 trustee for the remaining beneficiary entitled to receive the

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PARSONS, SMITH & STONE
LAWYERS
BURLEY, IDAHO

water.

18. EFFECT OF AGREEMENT: The covenants and agreements herein contained shall run with the land and shall be binding on and inure to the benefit of the parties as further provided in paragraph 10 above.

IN WITNESS WHEREOF, the parties have executed this agreement, effective the day and year first above written.

Bruce B. Turner
Bruce B. Turner

Lila Turner
Lila Turner

Pete Gutierrez
Pete Gutierrez

Juanita Gutierrez
Juanita Gutierrez

Bradley Bandy
Bradley Bandy

Terry Bandy
Terry Bandy

Max Turner
Max Turner

Maurine Turner
Maurine Turner

STATE OF IDAHO)
County of Cassia) ss

On this 8th day of December, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE B. TURNER and LILA TURNER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Burley

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OCT 19 2001

153595

RECORDED AT THE REQUEST OF
CASSIA COUNTY ABSTRACT

FILM 158

JUL 21 4 32 PM '83

CASSIA COUNTY, IDAHO
FRANK B. KEARNS
RECORDER

FEE \$4.00
KELLY

1 STATE OF IDAHO)
2) ss
2 County of Cassia)

3 On this 1 day of December, 1978, before me,
4 the undersigned, a Notary Public in and for said State, personally
5 appeared PETE GUTIEREZ and JUANITA GUTIEREZ, husband and wife,
6 known to me to be the persons whose names are subscribed to
7 the within instrument, and acknowledged to me that they executed
8 the same.

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

Notary Public for Idaho
Residing at Burley

11 STATE OF IDAHO)
12) ss
12 County of Cassia)

13 On this 11th day of December, 1978, before me,
14 the undersigned, a Notary Public in and for said State, personally
15 appeared BRADLEY BANDY and TERRY BANDY, husband and wife, known
16 to me to be the persons whose names are subscribed to the within
17 instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Burley

20 STATE OF UTAH)
21) ss
21 County of Cassia)

22 On this 11th day of December, 1978, before me,
23 the undersigned, a Notary Public in and for said State, personally
24 appeared MAX TURNER and MAURINE TURNER, husband and wife, known
25 to me to be the persons whose names are subscribed to the within
26 instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Burley

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OCT 19 2001

PARSONS, SMITH & STONE
LAWYERS
BURLEY, IDAHO