

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUN 22 2012
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?
45-13463	Yes ☐		Yes ☐		Yes ☐
45-13428	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Terry Asher and Tom Asher
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): T. Leroy Robinson
Name of each new owner as listed on the conveyance document
Karla L. Robinson
New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or
P.O. Box 154
Mailing address
Albion Idaho 83311
City 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.

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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: T. Leroy Robinson Title, if applicable _____ Date 6/19/12
Signature: Karla L. Robinson Title, if applicable _____ Date 6/19/12
Signature of new owner/claimant

For IDWR Office Use Only:

Received by dm Date 6-22-2012 Receipt No. 5032636 Receipt Amt. \$50-
Approved by _____ Processed by _____ Date _____

COPY

WARRANTY DEED

#49395

For Value Received

ELAINE ASHER, a single woman

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

**T. LEROY ROBINSON and KARLA L. ROBINSON, husband and wife as community property
with right of survivorship**

Mailing Address: P.O. Box 154, Albion, ID 83311

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

See Attached Exhibit "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

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

Taxes for 2012 and subsequent years.

Agreement for Purchase of Power between the Raft River Rural Electric Cooperative, Inc., and Tom Asher, dated April 5, 1978 and recorded May 22, 1978 as Instrument No. 107779 on Film No. 117, records of Cassia County, Idaho, covering a portion of SE $\frac{1}{4}$ of Section 6, Township 12 South, Range 25 East of the Boise Meridian.

Effects of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Lavon Cunningham, dated December 14, 1994 and recorded January 6, 1995 as Instrument No. 234595 on Film No. 261, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 12 South, Range 25 East of the Boise Meridian.

Effects of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and John Rell Erickson and G. Darlene Erickson, dated March 31, 1998 and recorded April 24, 1998 as Instrument No. 255124 on Film No. 298, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 12 South, Range 25 East of the Boise Meridian.

Effects of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and John Rell Erickson and G. Darlene Erickson, dated January 7, 1999 and recorded March 15, 1999 as Instrument No. 261478, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 12 South, Range 25 East of the Boise Meridian.

Effects of Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Ron Cahoon and Patricia Cahoon, dated May 23, 2000 and recorded June 7, 2000 as Instrument No. 269593, records of Cassia County, Idaho, covering part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 12 South, Range 25 East of the Boise Meridian.

Effects of Agreement For Electrical Service and Easement between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, and Michael Koenig and Dawn Koenig, dated October 9, 2002 and recorded May 30, 2003 as Instrument No. 289017, records of Cassia County, Idaho, covering the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 12 South, Range 25 East of the Boise Meridian.

Terms and Conditions contained in Stipulation and Final Order, Elaine Asher, Plaintiff vs Stephanie McCurry, Terry Vern Asher, Defendants, dated January 19, 2010 and recorded January 27, 2010 as Instrument No. 2010-000441, records of Cassia County, Idaho.

CASSIA COUNTY

Recorded for:

**LAND TITLE AND ESCROW
4:23:35 pm 06-19-2012
2012-002712**

No. Pages: 3

Fee: \$16.00

JOSEPH W. LARSEN

County Clerk

Deputy: HEVANS

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.

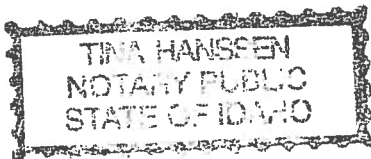
Dated: June 19, 2012

Elaine Asher

ELAINE ASHER

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 19th day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared ELAINE ASHER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Tina Hansen

Notary Public

Residing at:

My Commission expires:

Superior ID
05/07/15

EXHIBIT 'A'

TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 6: Part of the E $\frac{1}{2}$ SE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of said Section 6, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; thence North 01°06'35" East (North, rec.) along the East section line for a distance of 1518.58 feet to the Point of Beginning;
Thence North 01°06'35" East for a distance of 1135.04 feet to the East quarter corner of said Section 6, said corner marked by a 5/8 inch rebar with a 2 inch cap on top;
Thence South 89°46'25" West for a distance of 1312.55 feet to the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 01°04'11" West for a distance of 1325.80 feet to the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, said corner marked by a 5/8 inch rebar with a 2 inch cap on top;
Thence South 01°04'31" West for a distance of 8.03 feet to the East right-of-way of State Highway 77;
Thence South 45°32'32" East along said right-of-way for a distance of 114.07 feet to a ½ inch rebar;
Thence North 02°48'03" West for a distance of 88.27 feet;
Thence North 02°48'03" West for a distance of 191.92 feet to a ½ inch rebar;
Thence North 89°49'00" East for a distance of 1240.94 feet to a ½ inch rebar;
Thence North 89°49'00" East for a distance of 6.79 feet to the Point of Beginning.

SAVE AND EXCEPT, the following described tract;

Beginning at the East quarter corner of Section 6, said corner marked by a 5/8 inch rebar with a 2 inch aluminum cap on top which shall be the Point of Beginning;
Thence South 01°07'04" West along the East line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6 for a distance of 464.81 feet to a ½ inch rebar;
Thence South 89°47'08" West for a distance of 1312.30 feet to a ½ inch rebar on the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6;
Thence North 01°04'32" East along said line for a distance of 464.80 feet to a 5/8 inch rebar at the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°47'08" East along the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6 for a distance of 1312.64 feet to the Point of Beginning.