

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 27 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?
36-2169	Yes ☒		Yes ☐		Yes ☐
Split into 36-2169	Yes ☐		Yes ☐		Yes ☐
+ 36-16946	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Dan + Irma McFadden Family Limited Partnership
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Darrell D. Heinemann and Linda G. Heinemann
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☒ and ☐ or ☐ and/or

17985 US HWY 30, N

Mailing address

Hagerman
City

ID
State

83332
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: 09/4/1991

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

JUL 26 2012

7. Signature: [Signature] Title, if applicable: _____ Date: 3/24/2012
Signature of new owner/claimant

Signature: [Signature] Title, if applicable: _____ Date: 3/24/2012
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DB Date 3-27-2012 Receipt No. SD32437 Receipt Amt. \$100-
Approved by _____ Processed by _____ Date _____

SUPPORT DATA

COPY

ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made and entered into this 22nd day of October, 1991, by and between DANIEL H. MCFADDAN and IRMA R. MCFADDAN, husband and wife, hereinafter called the "Sellers," and DARRELL D. HEINEMANN and LINDA G. HEINEMANN, husband and wife, hereinafter called the "Buyers."

WHEREAS, the Sellers and Buyers entered into an Agreement of Purchase and Sale dated the 4th day of September, 1991, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, it was contemplated by the parties that the Buyers were purchasing only 1.13 acres of real property; and

WHEREAS, the real property described in the Agreement is the description for the entire 5 acres.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The correct legal description for the 1.13 acres is as follows, to-wit:

A parcel of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

Commencing at the Southeast corner of said Section 11, Thence North 0°16'33" West along the East boundary of Section 11 for a distance of 1318.69 feet to the Southeast corner of the NE¼SE¼ of Section 11, Thence North 89°33'34" West along the South boundary of the N¼SE¼ of Section 11 for a distance of 1371.96 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30 and being the True Point of Beginning:

Thence continuing North 89°33'34" West along the South boundary of the N¼SE¼ of Section 11 for a distance of 236.39 feet;

Thence North 0°15'28" East for a distance of 208.18 feet;

Thence : North 89°45'17" East for a distance of 234.77 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30;

Thence South 0°11'06" East along the westerly right-of-way boundary of State Highway U.S. 30 for a distance of 211.00 feet to the True Point of Beginning.

SUBJECT TO an approximate 40.0 foot wide easement adjacent to and on the Northerly side of the South boundary for the existing county road called Pioneer Road.

2. The parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to effect the correcting of the legal description contemplated by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Agreement the day and year first

above written.

Daniel H. McFadden
DANIEL H. MCFADDEN

Irma R. McFadden
IRMA R. MCFADDEN

"Sellers"

Darrell D. Heinemann
DARRELL D. HEINEMANN

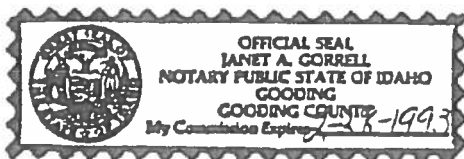
Linda G. Heinemann
LINDA G. HEINEMANN

"Buyers"

STATE OF IDAHO)
County of ^{Gooding} ~~Twin Falls~~) : SS.

On this 22nd day of October, 1991, before me, the undersigned, a Notary Public for Idaho, personally appeared DANIEL H. ^{MCFADDAN} ~~McfADDEN~~ and IRMA R. ^{MCFADDAN} ~~McfADDEN~~, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing 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.

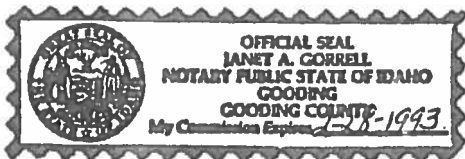


Janet A. Correll
Notary Public for Idaho
Residing at ~~Twin Falls~~ Gooding
Commission Expires: 2-28-1993

STATE OF IDAHO)
)
 Gooding : SS.
County of ~~Twin Falls~~)

On this 22nd day of October, 1991, before me,
the undersigned, a Notary Public for Idaho, personally
appeared DARRELL D. HEINEMANN and LINDA G. HEINEMANN,
husband and wife, known or identified to me to be the
persons whose names are subscribed to the foregoing
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.



Janet A. Gorrell
Notary Public for Idaho
Residing at ~~Twin Falls~~ Gooding
Commission Expires: 2-28-1993

CORRECTION WARRANTY DEED

For Value Received DANIEL H. McFADDAN and IRMA R. McFADDAN,
husband and wife,

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto
DARRELL D. HEINEMANN and LINDA G. HEINEMANN, husband and wife, whose
address is 17985 U.S. Highway 30, Hagerman, Idaho, 83332,

Hereinafter called the grantee, the following described premises, in Gooding County, Idaho,
to-wit:

See Exhibit "A" attached hereto and by this reference made a
part hereof.

This Deed corrects the Warranty Deed previously recorded on
September 4, 1991, as Instrument No. 146019, Records of
Gooding County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
and to the Grantee's, their heirs and assigns forever. And the said 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 described above and that Grantor will warrant
and defend the same from all lawful claims whatsoever.

Dated October 22 1991

Daniel H. McFaddan
DANIEL H. McFADDAN

Irma R. McFaddan
IRMA R. McFADDAN

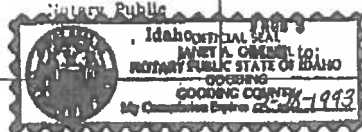
STATE OF IDAHO, COUNTY OF GOODING

On this 22nd day of October, 1991,
before me, a notary public in and for said State, per-
sonally appeared

DANIEL H. McFADDAN and IRMA R.
McFADDAN, husband and wife,

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

Janet A. Garrell
Residing at Gooding
Comm. Expires 2-28-1993



STATE OF IDAHO, COUNTY OF Gooding

I hereby certify that this instrument was filed for record at
the request of Land Title Esrow Inc

at 58 minutes past 9 o'clock A m.,
this 29 day of Oct
1991, in my office, and duly recorded in Book
of Deeds at page

JOHN A. MYERS

Ex-Officio Recorder

By Alberta Sells

Deputy.

146598

EXHIBIT "A"

A parcel of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

Commencing at the Southeast corner of said Section 11, Thence North 0°16'33" West along the East boundary of Section 11 for a distance of 1318.69 feet to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Thence North 89°33'34" West along the South boundary of the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11 for a distance of 1371.96 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30 and being the True Point of Beginning;

Thence continuing North 89°33'34" West along the South boundary of the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11 for a distance of 236.39 feet;

Thence North 0°15'28" East for a distance of 208.18 feet;

Thence North 89°45'17" East for a distance of 234.77 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30;

Thence South 0°11'06" East along the westerly right-of-way boundary of State Highway U.S. 30 for a distance of 211.00 feet to the True Point of Beginning.

SUBJECT TO an approximate 40.0 foot wide easement adjacent to and on the Northerly side of the South boundary for the existing county road called Pioneer Road.

TOGETHER WITH all water rights appurtenant thereto including but not limited to .043 second feet of water (30 gallons per minute) of water from the Florence Livestock Spring.

CORRECTION

DEED OF TRUST, Made this 22nd day of October, 1991, BETWEEN DARRELL D. HEINEMANN and LINDA G. HEINEMANN, husband and wife,

COPY

whose address is 17985 U.S. Highway 30, Hagerman, Idaho, 83332, ("GRANTOR"),
Land Title and Escrow, Inc., an Idaho Corporation, ("TRUSTEE"), and

DANIEL H. McFADDAN and IRMA R. McFADDAN, husband and wife, ("BENEFICIARY"),
 WITNESSETH: Grantor does hereby Irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST,
 WITH POWER OF SALE, that property in the County of Gooding State of Idaho,
 described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

This Amended Deed of Trust corrects the Deed of Trust previously recorded on September 4, 1991, as Instrument No. 146020, records of Gooding County, Idaho.

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of One Hundred Seventy Thousand and No/100 (\$ 170,000.00), with the final payment due on September 1, 1996 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

1. GRANTOR AGREES:
 1.1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

1.2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.4 To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary and any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

1.5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest on date of expenditure at the rate authorized by Idaho Code 28-22-104(1).

1.6 Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

1.7 The property does not contain more than twenty acres.

IT IS MUTUALLY AGREED:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby signed and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held under. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of said Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect, and retain such rents, issues and profits they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a power of attorney to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including any past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, to the payment of any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default under or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute and cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the County Clerk of Gooding County, Idaho.

EXHIBIT "A"

A parcel of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

Commencing at the Southeast corner of said Section 11, Thence North 0°16'33" West along the East boundary of Section 11 for a distance of 1318.69 feet to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Thence North 89°33'34" West along the South boundary of the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11 for a distance of 1371.96 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30 and being the True Point of Beginning:

Thence continuing North 89°33'34" West along the South boundary of the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11 for a distance of 236.39 feet;

Thence North 0°15'28" East for a distance of 208.18 feet;

Thence North 89°45'17" East for a distance of 234.77 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30;

Thence South 0°11'06" East along the westerly right-of-way boundary of State Highway U.S. 30 for a distance of 211.00 feet to the True Point of Beginning.

SUBJECT TO an approximate 40.0 foot wide easement adjacent to and on the Northerly side of the South boundary for the existing county road called Pioneer Road.

146599

STATE OF IDAHO, COUNTY OF GOODING

Filed for record at the request of Land Title Escrow Inc

59 min. past 9 o'clock 19 M. this 29

of Oct, 1991 14900

JOHN A. MYERS Recorder

Arbuthnot Sells Deputy

QUITCLAIM DEED

For Value Received

DARRELL D. HEINEMANN and LINDA G. HEINEMANN, husband and wife,

do hereby convey, release, remise and forever quit claim

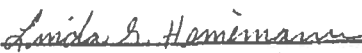
unto DANIEL H. McFADDAN and IRMA R. McFADDAN, husband and wife,
whose address is 17966 U.S. Highway 30, Hagerman, Idaho, 83332,

the following described premises, to-wit:

See Exhibit "A" attached hereto and by this reference made a
part hereof.

together with their appurtenances.

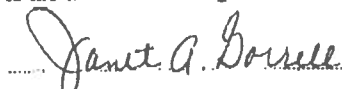
Dated: October 25, 1991.


DARRELL D. HEINEMANN
LINDA G. HEINEMANN

STATE OF IDAHO, COUNTY OF GOODING

On this 25th day of October, 1991,
before me, a notary public in and for said State, personally appearedDARRELL D. HEINEMANN and LINDA G.
HEINEMANN, husband and wife,

or identified

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged
to me that they executed the same.
Notary Public
Residing at ~~Boise, Idaho~~ Gooding, IdahoSTATE OF IDAHO, COUNTY OF *Gooding*I hereby certify that this instrument was filed for
record at the request of *Land Title Escrow Inc*at 57 minutes past 9 o'clock A.M.,
this 29 day of Oct,
1991, in my office, and duly recorded in Book
of Deeds at pageJOHN A. MYERS
Ex-Officio Recorder
Deputy.

148597

EXHIBIT "A"

TOWNSHIP 7 SOUTH, RANGE 13, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 11: A tract of land in Parcel "C" of Robert L. Justice Ranch in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Beginning at the Southeast corner of said Parcel "C;"
Thence West along the South line of said Parcel "C" a distance of 535.00 feet;
Thence North 31°12' East, 574.10 feet;
Thence North 78°42' East, 192.70 feet to a point on the West right of way of State Highway No. 30;
Thence South along the West right of way of State Highway No. 30, to THE POINT OF BEGINNING.

EXCEPT: A parcel of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho, and more particularly described as follows:

Commencing at the Southeast corner of said Section 11, Thence North 0°16'33" West along the East boundary of Section 11 for a distance of 1318.69 feet to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Thence North 89°33'34" West along the South boundary of the N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11 for a distance of 1371.96 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30 and being the True Point of Beginning:

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Thence North 0°15'28" East for a distance of 208.18 feet;

Thence North 89°45'17" East for a distance of 234.77 feet to a point on the westerly right-of-way boundary of State Highway U.S. 30;

Thence South 0°11'06" East along the westerly right-of-way boundary of State Highway U.S. 30 for a distance of 211.00 feet to the True Point of Beginning.

SUBJECT TO an approximate 40.0 foot wide easement adjacent to and on the Northerly side of the South boundary for the existing county road called Pioneer Road.