

DE

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 04 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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 47-14280              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Charley and Derek Cantrel  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Cedar Draw, LLC  
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or  
PO Box 123  
Mailing address  
Rupert ID 83350  
City State ZIP  
208-436-0292 bhfarming@safelink.net  
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: 04/19/2012

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: [Signature] member 5/24/12  
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] member 5/24/12  
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 6.4.2012 Receipt No. 5032596 Receipt Amt. \$25-

Approved by \_\_\_\_\_ Processed by \_\_\_\_\_ Date \_\_\_\_\_

## WARRANTY DEED

For Value Received **Charles Kurt Cantrell, as Trustee of the Charles Cantrell Testamentary Family Trust and Derek Cantrell, who acquired title as Dereck Cantrell and Georgia Cantrell, husband and wife**

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

**John J. Gomez and Camelia K. Gomez**, husband and wife

whose address is: , 2092 Julie Lane, Twin Falls ID 83301

Hereinafter called the Grantee, the following described premises situated in **Twin Falls County**, to-wit:

**See attached legal description attached hereto and made a part of**

**Together with 187.86 shares of Twin Falls Canal Company Water Stock**

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's 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 said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 8, 2003

Charles Cantrell Testamentary Family Trust

BY: Charles Kurt Cantrell - trustee  
Charles Kurt Cantrell, Trustee

Derek Cantrell  
Derek Cantrell, who acquired title as Dereck Cantrell

Georgia Cantrell  
Georgia Cantrell

Twin Falls County, Idaho

Recorded for:  
**FIRST AMERICAN TITLE CO.**  
04:40pm May 13, 2003  
**2003-012287**

No. of Pages: 3 Fee: \$9.00  
ROBERT S. FORT  
Ex-Officio Recorder  
Deputy: CN

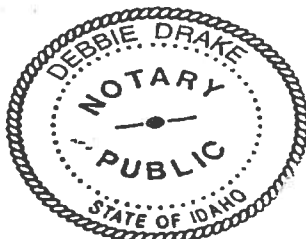
STATE OF Idaho

ss.

COUNTY OF TWIN FALLS

On this 13 day of May, 2003, before me Debbie Drake, personally appeared Charles Kurt Cantrell, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument as Trustee and acknowledged to me that he executed the same as such Trustee.

Debbie Drake  
Notary Public of Idaho  
Residing at Jerome, Idaho  
Commission Expires: 04/13/06



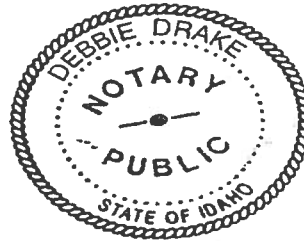
STATE OF IDAHO)

)ss.

COUNTY OF Twin Falls)

On this 9th day of May, in the year of 2003, before me, the undersigned, personally appeared Derek Cantrell, who acquired title as Dereck Cantrell and Georgia Cantrell, known or identified to me (or proved to me on the oath of ), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

  
\_\_\_\_\_  
Notary Public of Idaho  
Residing at: Jerome, ID  
Commission Expires: 4-13-06



**EXHIBIT "A"**

Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho

Section 23: NW1/4, and SW1/4NE1/4, EXCEPTING therefrom the following described parcel:

A parcel of land located in the SW1/4NE1/4 of Section 23, Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 23; THENCE South 0°15'05" West 1,321.07 feet to the Southeast corner of the NE1/4NE1/4 of said Section 23; THENCE North 89°45'45" West 1,325.14 feet to the Northeast corner of said SW1/4NE1/4, Section 23; THENCE South 0°21'40" West 40.00 feet along the Easterly boundary of said SW1/4NE1/4 to a point on the East Rim of Cedar Draw Canyon and the TRUE POINT OF BEGINNING; THENCE South 0°21'40" West 1280.67 feet to the Southeast corner of said SW1/4NE1/4; THENCE North 89°44'43" West 514.00 feet to a point on the East Rim of Cedar Draw Canyon; THENCE Northerly along the East Rim of said Cedar Draw Canyon the following courses and distances: North 30°52'56" East 36.14 feet; North 57°52'30" East 203.10 feet; North 50°41'23" East 192.57 feet; North 0°43'47" East 157.01 feet; North 19°02'58" West 235.92 feet; North 7°56'36" East 217.08 feet; North 38°18'31" East 254.88 feet; North 17°21'44" East 232.96 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: That certain Lease Agreement dated May 1, 1985, wherein Derek C. Cantrell and Georgia Lee Cantrell, husband and wife; Charles Kurt Cantrell, Trustee of the Charles Cantrell Testamentary Trust; and Vivian Cantrell are Lessors in a Lease Agreement with Crystal Springs Hydroelectric Company for the purpose of constructing, operating and maintaining upon the leased property certain hydroelectric facilities known as the Crystal Springs Hydroelectric Project, also known as the Cedar Draw Hydroelectric Project.

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# WARRANTY DEED

#3519

For Value Received

**Gomez Rentals, LLC, an Idaho Limited Liability Company**

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

**Cedar Draw, LLC, an Idaho Limited Liability Company**

**Address: PO Box 123, Rupert, Idaho 83350**

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

**See Attached Exhibit "A"**

## SUBJECT TO:

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

Taxes for 2012 and subsequent years, a lien, but not yet due or payable.

Licns, levies, and assessments of the Twin Falls Canal Company, and the rights, powers, and easements of said Company as by law provided.

Assessments of the American Falls Reservoir District and the rights and powers of said District as by law provided.

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 provisions of Section 58-604, Idaho Code.

Power Line Easement given by Charles Ihler and Amanda Ihler to Idaho Power Company, a corporation, dated May 2, 1996, recorded June 5, 1996 as Instrument Number 1996-009617, Twin Falls County records, affecting a strip of land in the W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 29, Township 9 South, Range 15 East Boise Meridian.

Public Road easement along the West and South boundaries.

Amended Agreement for Sprinkler Installation by and between Twin Falls Canal Company and Gail Paulson, dated December 11, 2002, recorded October 6, 2003 as Instrument Number 2003-025960, records of Twin Falls County, Idaho

An Easement for irrigation ditch and incidental purposes in favor of J.R. Simplot Company, a corporation, as set forth in an instrument recorded September 23, 1958 in Book 173 of Deeds, page 339 as Instrument Number 475974, records of Twin Falls County, Idaho.

An Easement for power lines and incidental purposes in favor of Idaho Power Company, a corporation, as set forth in an instrument recorded October 29, 1980 as Instrument Number 791869, records of Twin Falls County, Idaho.

Water Agreement by and between Watt Ranches, Inc. and Mervin E. Randall and Audrey H. Randall, husband and wife, recorded April 7, 1993 as Instrument Number 1993-004643, records of Twin Falls County, Idaho.

Agreement of Sale of Land by and between M. B. Osgood and Alberta Osgood, husband and wife and Joe Machacek, dated August 26, 1919, recorded September 4, 1919 as Instrument Number 109724, records of Twin Falls County, Idaho.

All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 8, 2006 as Instrument Number 2006-003110, records of Twin Falls County, Idaho.

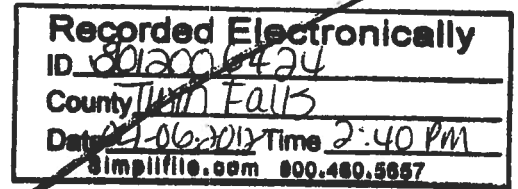
**TWIN FALLS COUNTY**  
RECORDED FOR:  
LAND TITLE AND ESCROW - TWIN  
02:40:25 PM 04-06-2012  
**2012006424**  
NO. PAGES 5 FEE: \$22.00  
**KRISTINA GLASCOCK**  
COUNTY CLERK  
DEPUTY: DJW  
Electronically Recorded by Simplifile

**TWIN FALLS COUNTY**  
Recorded for:  
LAND TITLE AND ESCROW,  
1:26:47 PM 04-19-2012  
**2012-007208**  
No. Pages: 6 Fee: \$ 25.00  
**KRISTINA GLASCOCK**  
County Clerk  
Deputy: DWRIGHT

e-Recorded to correct Scrivener's error in legal description

## WARRANTY DEED

#3519



For Value Received

**Gomez Rentals, LLC, an Idaho Limited Liability Company**

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

**Cedar Draw, LLC, an Idaho Limited Liability Company**  
**Address: PO Box 123, Rupert, Idaho 83350**

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**See Attached Exhibit "A"**

### SUBJECT TO:

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

Taxes for 2012 and subsequent years, a lien, but not yet due or payable.

Liens, levies, and assessments of the Twin Falls Canal Company, and the rights, powers, and easements of said Company as by law provided.

Assessments of the American Falls Reservoir District and the rights and powers of said District as by law provided.

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 provisions of Section 58-604, Idaho Code.

Power Line Easement given by Charles Ihler and Amanda Ihler to Idaho Power Company, a corporation, dated May 2, 1996, recorded June 5, 1996 as Instrument Number 1996-009617, Twin Falls County records, affecting a strip of land in the W $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 29, Township 9 South, Range 15 East Boise Meridian.

Public Road easement along the West and South boundaries.

Amended Agreement for Sprinkler Installation by and between Twin Falls Canal Company and Gail Paulson, dated December 11, 2002, recorded October 6, 2003 as Instrument Number 2003-025960, records of Twin Falls County, Idaho

An Easement for irrigation ditch and incidental purposes in favor of J.R. Simplot Company, a corporation, as set forth in an instrument recorded September 23, 1958 in Book 173 of Deeds, page 339 as Instrument Number 475974, records of Twin Falls County, Idaho.

An Easement for power lines and incidental purposes in favor of Idaho Power Company, a corporation, as set forth in an instrument recorded October 29, 1980 as Instrument Number 791869, records of Twin Falls County, Idaho.

Water Agreement by and between Watt Ranches, Inc. and Mervin E. Randall and Audrey H. Randall, husband and wife, recorded April 7, 1993 as Instrument Number 1993-004643, records of Twin Falls County, Idaho.

Agreement of Sale of Land by and between M. B. Osgood and Alberta Osgood, husband and wife and Joe Machacek, dated August 26, 1919, recorded September 4, 1919 as Instrument Number 109724, records of Twin Falls County, Idaho.

All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded February 8, 2006 as Instrument Number 2006-003110, records of Twin Falls County, Idaho.

A 25.00-foot-wide County road easement along the West boundary as disclosed in Warranty Deed dated March 13, 2006, recorded March 15, 2006 as Instrument Number 2006-006151, records of Twin Falls County, Idaho.

A 20.00-foot-wide irrigation easement for the purpose of installation, maintenance and access to a buried irrigation pipeline as disclosed in Warranty Deed dated March 13, 2006, recorded March 15, 2006 as Instrument Number 2006-006151, records of Twin Falls County, Idaho.

Drainage Agreement between J.S. Keel and Twin Falls Canal Company, recorded February 8, 1923 as Instrument Number 154746, records of Twin Falls County, Idaho.

Agreement upon the terms, conditions and provisions contained therein by and between Holland Hank and Western Loan & Investment Company, dated March 26, 1938, recorded April 19, 1938 as Instrument Number 292022, records of Twin Falls County, Idaho.

An Easement for power lines and incidental purposes in favor of Idaho Power Company, a corporation, as set forth in an instrument recorded June 1, 1950 as Instrument Number 399971, records of Twin Falls County, Idaho.

An Easement for power lines and incidental purposes in favor of Idaho Power Company, a corporation, as set forth in an instrument recorded July 17, 1996 as Instrument Number 1996-012349, records of Twin Falls County, Idaho.

Public road right-of-way along the West and South boundaries.

Amended Agreement for Sprinkler Installation by and between Twin Falls Canal Company and John Gomez, dated August 13, 2002, recorded October 6, 2003 as Instrument Number 2003-025958, records of Twin Falls County, Idaho.

Rights of the Twin Falls Canal company and/or third parties for the right of way, use, maintenance or otherwise of Cedar Draw.

County Road right of way along the Westerly boundary.

Amended Agreement for Sprinkler Installation by and between Twin Falls Canal Company and Albert Eriksen, dated March 11, 1994, recorded August 23, 1994 as Instrument Number 1994-015123, records of Twin Falls County, Idaho.

Rights of the Twin Falls Canal Company or third parties under Drainage Agreement dated July 10, 1926, recorded July 13, 1936 in Book 10 of C A & B, page 50, records of Twin Falls County, Idaho.

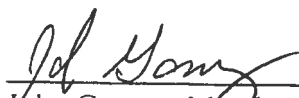
Agreement upon the terms, conditions and provisions contained therein by and between The Holland Land Company and Holland Bank to Western Loan & Investment Company, recorded April 19, 1938 in Book 116 of Deeds, page 389, records of Twin Falls County, Idaho.

**TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 813.25 shares of common stock of Twin Falls Canal Company.**

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.

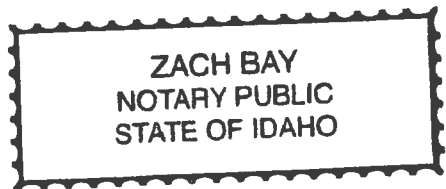
Dated: April 6, 2012

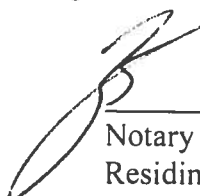
Gomez Rentals, LLC

  
John Gomez, Member

STATE OF IDAHO                    )  
                                              )ss.  
COUNTY OF TWIN FALLS)

On this 5<sup>th</sup> day of April, 2012, before me, the undersigned, a Notary Public, personally appeared John Gomez known or identified to me to be a member of Gomez Rentals, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.



  
\_\_\_\_\_  
Notary Public  
Residing at: Twin Falls, ID  
My Commission Expires: 8-15-2012

**EXHIBIT "A"**

**PARCEL NO. 1:**

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY,  
IDAHO

Section 29: W½SW¼

described EXCEPT a parcel of land located in the W½SW¼ of said Section 29 being more particularly  
as follows:

Commencing at the Southwest corner of Section 29;  
Thence North 00°00'14" East 816.47 feet along the West boundary of Section 29 to the REAL  
POINT OF BEGINNING;  
Thence continuing North 00°00'14" East 1015.97 feet along the West boundary of Section 29;  
Thence South 89°59'46" East 60.37 feet;  
Thence South 21°59'58" East 208.17 feet;  
Thence South 50°57'15" East 511.72 feet;  
Thence South 65°14'01" West 157.43 feet;  
Thence South 59°14'07" West 110.66 feet;  
Thence South 48°56'37" West 113.70 feet;  
Thence South 39°11'14" West 113.05 feet;  
Thence South 29°06'36" West 108.93 feet;  
Thence South 18°23'30" West 127.05 feet;  
Thence North 89°59'47" West 47.55 feet to the REAL POINT OF BEGINNING.

**PARCEL NO. 2:**

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY,  
IDAHO

Section 32: SE¼ lying North of the railroad right of way

TOGETHER WITH a 25-foot-wide equipment easement on the West boundary of said Section 32  
from Highway 30 North to South edge of Union Pacific Railroad right of way.

ALSO TOGETHER WITH an easement for right of ingress and egress over an 18-foot-wide  
existing road, beginning at Highway Grid 20382 as it intersects said 25-foot-wide equipment  
easement, described above. This easement is located in the S½SE¼SW¼ of Section 32 lying South  
of the Railroad right of way.

**PARCEL NO. 3:**

TOWNSHIP 10 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY,  
IDAHO

Section 4: A parcel of land located in the SW¼ being more particularly described as follows:

Commencing at the Southwest section corner of said Section 4 from which the West one-quarter  
corner of said Section 4 bears North 00°13'04" East 2652.07 feet, said Southwest section  
corner being the TRUE POINT OF BEGINNING;  
Thence North 00°13'04" East along the West boundary of the SW¼ for a distance of 1,780.51 feet;  
Thence North 87°33'44" East for a distance of 178.79 feet;  
Thence North 28°58'48" East for a distance of 330.79 feet;  
Thence North 00°54'28" West for a distance of 573.61 feet to a point on the North boundary of the  
SW¼ of said Section 4;  
Thence South 89°49'40" East along the North boundary of the SW¼ of said Section 4 for a distance  
of 2,316.19 feet to the Northeast corner of the SW¼ of said Section 4;

Thence South 00°07'18" West along the East boundary of the SW¼ of said Section 4 for a distance of 2,651.95 feet to the South one-quarter corner of said Section 4;  
Thence North 89°49'49" West along the South boundary of the SW¼ of said Section 4 for a distance of 2,647.14 feet to the Southwest section corner of said Section 4 and being the TRUE POINT OF BEGINNING.

**PARCEL NO. 4:**

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY,  
IDAHO

Section 17: SW¼

**PARCEL NO. 5:**

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY,  
IDAHO

Section 23: NW¼ and SW¼NE¼

EXCEPTING THEREFROM the following described parcel:

A parcel of land located in the SW¼NE¼ of said Section 23 more particularly described as follows:  
BEGINNING at the Northeast corner of said Section 23;

Thence South 0°15'05" West 1321.07 feet to the Southeast corner of the NE¼NE¼ of said Section 23;

Thence North 89°45'45" West 1325.14 feet to the Northeast corner of said SW¼NE¼, Section 23;

Thence South 0°31'40" West 40.00 feet along the Easterly boundary of said SW¼NE¼ to a point on the East rim of Cedar Draw Canyon and the TRUE POINT OF BEGINNING;

Thence South 0°21'40" West 1280.67 feet to the Southeast corner of SW¼NE¼;

Thence North 89°44'43" West 514.00 feet to a point on the East rim of Cedar Draw Canyon;

Thence Northerly along the East rim of said Cedar Draw Canyon the following courses and distances:

North 30°52'56" East 36.14 feet;

North 57°52'30" East 203.10 feet;

North 50°41'23" East 192.57 feet;

North 0°43'47" East 157.01 feet;

North 19°02'58" West 235.92 feet;

North 7°56'36" East 217.08 feet;

North 38°18'31" East 254.88 feet;

North 17°21'44" East 232.96 feet to the TRUE POINT OF BEGINNING.

**PARCEL NO.6:**

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY,  
IDAHO

Section 20: N½NW¼; SE¼NW¼

# Clear Creek Land & Mortgage

*"Serving the agricultural community for over 30 years"*

IDWR Southern Region  
1341 Fillmore Street, Suite 200  
Twin Falls, ID 83301-3380

**RECEIVED**

**JUN 04 2012**

**DEPT. OF WATER RESOURCES  
SOUTHERN REGION**

May 31, 2012

RE: Notice of Change in Water Right Ownership #47-14280

On behalf of Cedar Draw, LLC, please find enclosed the following documents for the Notice of Change in Water Right in connection with the above captioned water right number:

- Original executed Notice of Change In Water Right Ownership
- Warranty Deed from Cantrell to Gomez (2003)
- Warranty Deed from Gomez to Cedar Draw, LLC (2012)
- Check #8547 for \$25.00 filing fee for the change in ownership

Our records indicate that this water right was never transferred in 2003 to Gomez and the property has recently been sold to Cedar Draw, LLC.

If you have any questions or need clarification on anything, please feel free to call me at 208-293-9110 during normal business hours.

Sincerely,



Leslie Iversen,  
Clear Creek Land & Mortgage

*enclosures*

**Physical Address:**

409 Shoshone Street South  
Suite #25  
Twin Falls, Idaho 83301

**208.734.6622 Telephone**



**Mailing Address:**

PO Box 1598  
Twin Falls, Idaho 83303

**208.734.0745 Fax**