

DEV

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 19 2012
DEPT. OF WATER RESOURCES
SOUTHWEST REGION

Notice of Change in Water Right Ownership

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?
43-10492	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Lee Moyle and Marta Moyle
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Nathaniel Carson
Name of each new owner as listed on the conveyance document
Desiree Carson

New owner continued ☒ and ☐ or ☐ and/or

1174 South Hwy # 81

Mailing address

Marta Dec 10 ID 83342 83323

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: 4-18-12

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] Title, if applicable 4/18/12
Signature of new owner/claimant Date

Signature: [Signature] Title, if applicable 4/18/2012
Signature of new owner/claimant Date

For IDWR Office Use Only

Received by [Signature] Date 4/19/12 Receipt No. 5032497 Receipt Amt. \$2500

Approved by _____ Processed by _____ Date _____

COPY

WARRANTY DEED

CASSIA COUNTY

Recorded for:

LAND TITLE AND ESCROW
3:01:26 pm 04-18-2012

2012-001665

No. Pages: 2

Fee: \$13.00

JOSEPH W. LARSEN

County Clerk

Deputy: VIKI

#49052

For Value Received

LEE MOYLE, by and through MARTA MOYLE, His Attorney-In-Fact and MARTA MOYLE, husband and wife

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

NATHANIEL CARSON and DESIREE CARSON, husband and wife as community property with right of survivorship

Mailing Address: 1174 So. Hwy 81 Declo, ID 83323

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

**TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 24: N½SW¼

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.

Reservation or exceptions in United States Patent recorded December 30, 1966 as Instrument No. 32883, records of Cassia County, Idaho, which recites in addition to usual reservations or exceptions, the following: "There is also reserved a right-of-way for a Federal Aid Highway under 23 U.S.C. 317." "There is also reserved a right-of-way for a material site under 23 U.S.C. 317 within the NE¼NW¼SW¼ said Section 24." "Subject to such rights for transmission line purposes as the Raft River Rural Electric Cooperative, Inc., may have under the Act of March 4, 1911 (36 Stat. 1253), as amended (43 U.S.C. sec. 961)."

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., the Seller, and Lamar Anderson, as Consumer, dated May 7, 1986 and recorded January 26, 1988 as Instrument No. 193354 on Film No. 196, records of Cassia County, Idaho, covering E½SW¼ of Section 24, Township 12 South, Range 26 East, Boise, Meridian.

ASSUMPTION OF AGREEMENT FOR ELECTRIC SERVICE, dated February 8, 2010 and recorded May 11, 2010 as Instrument No. 2010-002371, records of Cassia County, Idaho.

Agreement For Purchase of Power between Raft River Rural Electric Cooperative, Inc., the Seller, and Lamar Anderson, as consumer, dated May 9, 1986 and recorded January 26, 1988 as Instrument No. 193355 on Film No. 196, records of Cassia County, Idaho covering W½SW¼ Section 24, Township 12 South, Range 26 East, Boise Meridian.

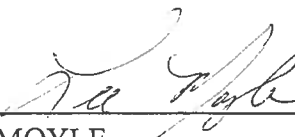
Well Agreement by and between Lee Moyle and Marta Moyle, husband and wife, Party of the First Part, and Mountain West Farms, L.L.C., a Minnesota Limited Liability Company, Party of the Second Part, dated September 25, 1996 and recorded October 9, 1996 as Instrument No. 245528 on Film No. 281, records of Cassia, County, Idaho.

Agreement For Electric Service between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller, and Lee Moyle, Consumer, dated October 10, 1996 and recorded May 27, 1997 as Instrument No. 249169, records of Cassia County, Idaho. (Covers E½SW¼ of Section 24 Township 12 South, Range 26 East of the Boise Meridian.)

This Deed is executed pursuant to a Power of Attorney dated November 30, 2005 and recorded November 30, 2005 as Instrument No. 305431 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: April 16, 2012

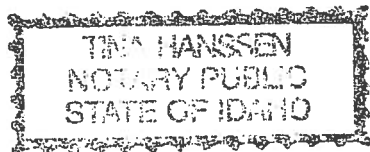
x 
LEE MOYLE

BY: 
MARTA MOYLE, His Attorney-In-Fact


MARTA MOYLE

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

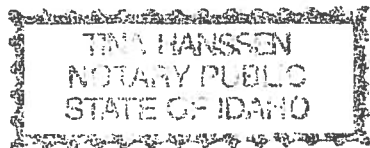
On this 16th day of **April, 2012**, before me, the undersigned, a Notary Public in and for said State, personally appeared **Marta Moyle**, known or identified to me to be the person whose name is subscribed to the within instrument, as the Attorney-In-Fact of Lee Moyle and acknowledged to me that she subscribed the name of Lee Moyle thereto as principal, and his own name as Attorney-In-Fact.

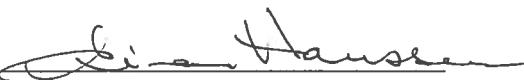



Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/15

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 16th day of **April, 2012**, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARTA MOYLE**, 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.




Notary Public
Residing at: Rupert, ID
My Commission expires: 05/07/15



Land Title and Escrow, Inc.

Focused on Service, Positioned for the Future

April 18, 2012

Idaho Department of Water Resources
1341 Fillmore ST. STE 200
Twin Falls, ID 83301

RECEIVED
APR 19 2012
DEPT. OF WATER RESOURCES
SOUTHERN REGION

RE: File No. 49052

Dear Trish:

Please find enclosed a Land Title and Escrow, Inc. trust account check in the amount of \$25.00 which reflects the payment for the water transfer fee for Nathaniel Carson.

Should you have any questions concerning this letter, please do not hesitate to contact me.

Very truly yours,
Land Title and Escrow, Inc.

Nicole Bruesch
Escrow Assistant

Box 177 • Burley, Idaho • 83318
Ph: 208.878.3524
Fx: 208.878.4435
lteb@pmt.org

Box 473 • Gooding, Idaho • 83330
Ph: 208.934.8477
Fx: 208.934.5890
lteg@pmt.org

Box 349 • Jerome, Idaho • 83338
Ph: 208.324.3357
Fx: 208.324.8961
ltej@pmt.org

Box 5375 • Twin Falls, Idaho • 83303-5375
Ph: 208.933.2650
Fx: 208.933.2655
ltetf@pmt.org

Box 111 • Rupert, Idaho • 83350
Ph: 208.436.0606
Fx: 208.436.1199
lter@pmt.org