

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 02 2010

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern 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?
33-148920	Yes ☒	33-14916	Yes ☐		Yes ☐
33-148900	Yes ☒	33-14917	Yes ☐		Yes ☐
	Yes ☐	33-14914	Yes ☐		Yes ☐
	Yes ☐	33-14915	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

CHARLES McDONALD

Name of current water right holder/claimant

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

WESTON HESTMANEK

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☐ or

☐ and/or

P.O. Box 7

Mailing address

HOWE

City

208-844-0010

Telephone

ID

State

83244

ZIP

WESTON802@gmail.com

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: 2006

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:

Weston Hestmanek

Signature of new owner/claimant

Title, if applicable

Nov 2-10

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

8/2/2010

Receipt No.

E036016

Receipt Amt.

\$50

Approved by

Processed by

Date

E037132

\$200. -

Refunded Sep 7 2011

SCANNED

NOV 7 2011

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

NO. **0042947**
RECORDED
MAR 30 2006
A.M. **4:00** P.M.
BUTTE COUNTY RECORDER
Kim Barrett

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **151394-B (Id)**

Date: **March 22, 2006**

For Value Received, **Charles H. McDonald and Joyce L. McDonald, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Weston Hejtmanek, a single man**, hereinafter called the Grantee, whose current address is **1395 West 3900 North, Howe, ID 83244**, the following described premises, situated in **Butte County, Idaho**, to-wit:

TOWNSHIP 6 NORTH, RANGE 29 E.B.M., BUTTE COUNTY, IDAHO
SECTION 26: W $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPT BEGINNING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 29, E.B.M., AND PROCEEDING SOUTH 580.8 FEET, THENCE EAST 300 FEET, THENCE NORTH 540.8 FEET, THENCE EAST 40 FEET, THENCE NORTH 40 FEET, THENCE WEST 340 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO a Mortgage in Favor of The Federal Land Bank of Spokane, recorded August 4, 1983 as instrument No. 12773 and assigned to Northwest Farm Credit Services, FLCA, recorded June 21, 2004 as instrument No. 22423. records of Butte County, Idaho, which obligation is not assumed by the Mortgagor herein. The Mortgagor herein agrees to pay said obligation according to the terms thereof and to hold the Mortgagees harmless from any default on account thereof.

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 its 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.

Date: 03/22/2006

Warranty Deed
- continued

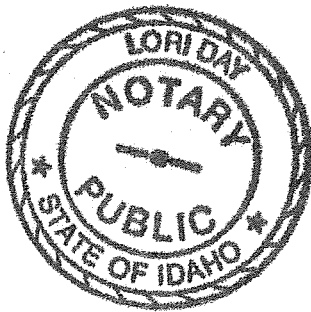
File No.: 151394-B (1d)

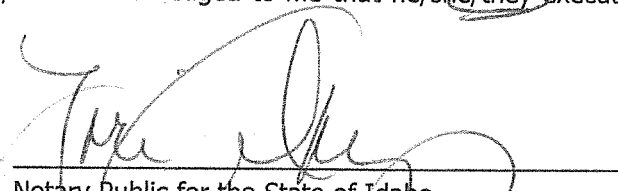

Charles H. McDonald


Joyce L. McDonald

STATE OF Idaho)
SS.
COUNTY OF Butte)

On this ^{23rd} day of March, 2006, before me, a Notary Public in and for said State, personally appeared **Charles H. McDonald and Joyce L. McDonald**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2009