

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 25 2010

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

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?
36-14222	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: V E Raugust
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jed Rich Seamons and Marcee Seamons
Name of each new owner as listed on the conveyance document

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

266 East 100 South

Mailing address

Jerome

ID

83338

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

7. Signature: [Signature] Title, if applicable _____ Date 10-21-10

Signature: [Signature] Title, if applicable _____ Date 10-21-10

For IDWR Office Use Only:

Received by SKT Date 10/25/2010 Receipt No. C092011 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

#J-39727

WARRANTY DEED

Instrument # 2104553

JEROME COUNTY, JEROME, IDAHO

10-22-2010 02:24:30 No. of Pages: 3

Recorded for : LAND TITLE AND ESCROW

MICHELLE EMERSON

Ex-Officio Recorder Deputy Fee: 16.00

For Value Received

Thomas Ray Ford and Joyce Ford, husband and wife

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

Jed Rich Seamons and Marcee Seamons, husband and wife, as community property with right of survivorship

Address: 266 East 100 South, Jerome, ID 83338

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

**TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 21: A parcel of land located in the S½SE¼, being more particularly described as follows:

Commencing at the South One Quarter (S¼) corner of said Section 21 from which the Southeast section corner of said Section 21 bears North 89°59'31" East, 2644.26 feet;
Thence North 89°59'31" East along the South boundary of the SE¼ of said Section 21 for a distance of 671.64 feet to THE TRUE POINT OF BEGINNING;
Thence North 00°00'29" West for a distance of 204.07 feet;
Thence North 89°59'31" East parallel with the South boundary of the SE¼ of said Section 21 for a distance of 213.46 feet;
Thence South 00°00'29" East for a distance of 204.07 feet to a point on the South boundary of the SE¼ of said Section 21;
Thence South 89°59'31" West along the South boundary of the SE¼ of said Section 21 for a distance of 213.46 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

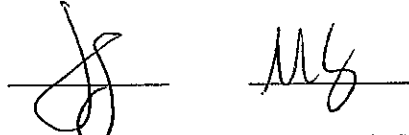
1. A 25.00 foot wide county road easement along the South boundary of the before described parcel.

Together with Idaho Department of Water Resources Water right number 36-14222.

RESERVING UNTO THE GRANTORS, their successors and assigns a 15 foot wide irrigation easement and the right to maintain said easement for a buried irrigation main line for the benefit of the property described on attached Exhibit "A", said easement being centered on the following described line:

Commencing at the Northwest corner of the before described parcel;
Thence North 89°59'31" East along the North boundary of the before described parcel for a distance of 61.19 feet to THE TRUE POINT OF BEGINNING;
Thence South 02°02'53" West for a distance of 155.00 feet to the terminus point of said easement.

Initials of buyers



THIS PROPERTY IS CONVEYED WITHOUT SURFACE WATER RIGHTS

SUBJECT TO:

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

Taxes for 2010 and subsequent years, a lien, but not yet due or payable.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

The Effect of a Power Line Easement given by Budd L. Madsen and Tania Madsen, husband and wife, grantors, to Idaho Power Company, a corporation dated May 19, 1976, recorded February 16, 1977 in Book 184 Page 1375 as Instrument Number 223092, Jerome County records, affecting the SE¼SE¼ of Section 21, Township 8 South, Range 17 East, Boise Meridian.

Permanent Easement given by North Side Canal Co., grantors, to Intermountain Gas Company, a Corporation, grantee, dated January 3, 2002, recorded January 4, 2002 as Instrument Number 2020521, Jerome County records, a right-of-way and easement to construct and maintain a gas distribution line through canal property.

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: October 21, 2010

Thomas Ray Ford
Thomas Ray Ford

Joyce Ford
Joyce Ford

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 21st day of October, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Ray Ford and Joyce Ford, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Becky Shubert
Notary Public
Residing at: Jerome ID
My Commission expires: 02-23-2011

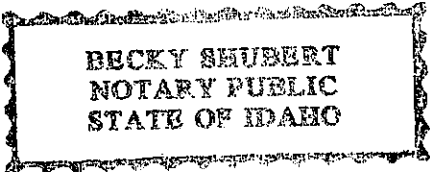


EXHIBIT "A"

Legal description for the benefit parcel for the easement referred to in Warranty Deed of which this is an attachment thereto:

**TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 21: That portion of the S½SE¼, described as follows:

Beginning at the quarter corner of Section 21 and 28, Township 8 South, Range 17 East of the Boise Meridian, running North on mid-section line 330 feet, more or less, to the intersection of center line of "L" Canal of the North Side Canal Co. as constructed; Thence in a Northeasterly and Southeasterly direction along center line of said canal to its intersection with the South section line of Section 21, along said section line 2,160 feet, more or less, to PLACE OF BEGINNING.

EXCEPTING THEREFROM a tract of land in the SE¼SE¼, West and South of the "L" lateral and East of the water line of the L-6 Coulee, of the North Side Canal Company Ltd., described as follows:

**Starting at the center line of the "L" Lateral which point is 2160 feet East of the South quarter corner of Section 21, said Township and Range;
Thence West on the section line of 21 and 28 a distance of 250 feet to the East side of the L-6 Coulee;
Thence Northeast 220 feet to the center line of the L-lateral;
Thence Southeasterly along the centerline of "L" lateral to the PLACE OF BEGINNING.**

Excepting therefrom:

**TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 21: A parcel of land located in the S½SE¼, being more particularly described as follows:

**Commencing at the South One Quarter (S¼) corner of said Section 21 from which the Southeast section corner of said Section 21 bears North 89°59'31" East, 2644.26 feet;
Thence North 89°59'31" East along the South boundary of the SE¼ of said Section 21 for a distance of 671.64 feet to THE TRUE POINT OF BEGINNING;
Thence North 00°00'29" West for a distance of 204.07 feet;
Thence North 89°59'31" East parallel with the South boundary of the SE¼ of said Section 21 for a distance of 213.46 feet;
Thence South 00°00'29" East for a distance of 204.07 feet to a point on the South boundary of the SE¼ of said Section 21;
Thence South 89°59'31" West along the South boundary of the SE¼ of said Section 21 for a distance of 213.46 feet to THE TRUE POINT OF BEGINNING.**

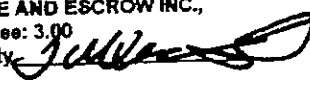
Instrument # 2094585

JEROME COUNTY, JEROME, IDAHO

9-15-2009 04:07:26 No. of Pages: 1

Recorded for: LAND TITLE AND ESCROW INC.,

MICHELLE EMERSON Fee: 3.00

Ex-Officio Recorder Deputy 

J-38819

Space above line for recording purposes

CO-ADMINISTRATORS' DEED

THIS INDENTURE, made this 15th day of September, 2009, between Arlen Raugust and Villa Jane Pilkenton, as Co-Administrators of the Estate of Edith Emma Raugust, Deceased, hereinafter referred to as Party of the First Part, and Thomas Ray Ford and Joyce Ford, husband and wife, as community property with right of survivorship, hereinafter referred to as Party of the Second Part, whose address is 367 State Highway 25, Jerome, Idaho 83338,

WITNESSETH:

WHEREAS, Edith Emma Raugust died intestate on September 11, 2006, and

WHEREAS, by Order of the Magistrate Division of the District Court of the Fifth Judicial District, Jerome County, Idaho, dated October 17, 2006, Arlen Raugust and Villa Jane Pilkenton were appointed Co-Administrators of the Estate of said Decedent.

NOW, THEREFORE, by virtue and in exercise of the powers to given by the laws of the State of Idaho, and of every other power and authority hereunto enabling, Party of the First Part, Co-Administrators as aforesaid, do hereby GRANT, BARGAIN, SELL, and CONVEY unto said Party of the Second Part any and all interest said Decedent may now have or be entitled to regarding that parcel of real property situate in Jerome County, State of Idaho, more particularly described as:

Township 8 South, Range 17 East of the Boise Meridian, Jerome County, Idaho
Section 21: That portion of the S1/2SE1/4, described as follows: Beginning at the quarter corner of Section 21 and 28, Township 8 South, Range 17 East of the Boise Meridian, running North on mid-section line 330 feet, more or less, to the intersection of center line of "L" Canal of the North Side Canal Co. as constructed; Thence in a Northeasterly and Southeasterly direction along center line of said canal to its intersection with the South section line of Section 21, along said section line 2,160 feet, more or less, to PLACE OF BEGINNING.

EXCEPTING THEREFROM a tract of land in the SE1/4SE1/4, West and South of the "L" lateral and East of the water line of the L-6 Coulee, of the North Side Canal Company Ltd., described as follows: Starting at the center line of the "L" Lateral which point is 2160 feet East of the South quarter corner of Section 21, said Township and Range; Thence West on the section line of 21 and 28 a distance of 250 feet to the East side of the L-6 Coulee; Thence Northeast 220 feet to the center line of the L-lateral; Thence Southeasterly along the centerline of "L" lateral to the PLACE OF BEGINNING.

TOGETHER WITH 22.0 shares of the capitol stock in North Side Canal Company, Ltd.

TO HAVE AND TO HOLD same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto Party of the Second Part, heirs, and assigns forever.

IN WITNESS WHEREOF, Party of the First Part, Co-Administrators of the Estate of Edith Emma Raugust, have hereunto set their hands the day and year first above written.

ESTATE OF EDITH EMMA RAUGUST

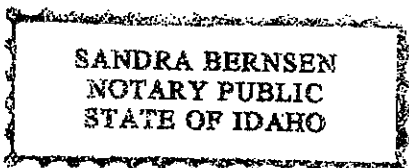
By: Arlen Raugust Co-ad
ARLEN RAUGUST
Co-Administrator

By: Villa Jane Pilkenton Co-Admin
VILLA JANE PILKENTON
Co-Administrator

STATE OF IDAHO)
) ss.
County of Jerome)

On this 15th day of September, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arlen Raugust, known to me to be the person whose name is subscribed to the within and foregoing instrument as Co-Administrator of the Estate of Edith Emma Raugust, Deceased, who acknowledged to me that he executed same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

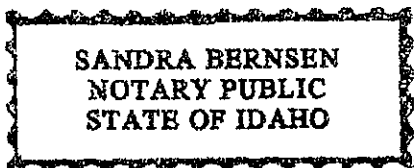


Sandra Bernsen
NOTARY PUBLIC FOR IDAHO
Residing at _____, Idaho
Commission expires Residing at: Jerome, ID
My Commission expires: 2-15-2012

STATE OF IDAHO)
) ss.
County of Jerome)

On this 15th day of September, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Villa Jane Pilkenton, known to me to be the person whose name is subscribed to the within and foregoing instrument as Co-Administrator of the Estate of Edith Emma Raugust, Deceased, who acknowledged to me that she executed same in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Sandra Bernsen
NOTARY PUBLIC FOR IDAHO
Residing at _____, Idaho
Commission expires Residing at: Jerome, ID
My Commission expires: 2-15-2012