

No Color
Documents
In File

WARRANTY DEED

For Value Received **Muriel L. Stanfield, a single person**

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

Danielle Gunn, an unmarried person

whose address is: **497 North 900 West, Blackfoot, ID 83221**

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

Parcel 1: A portion of the NW $\frac{1}{4}$ of Section 10, Township 2 South, Range 34 E.B.M., Bingham County, Idaho described as follows:

Beginning at a point 246 feet South of the NW corner of Section 10 on the W. line of said Section, and running S. 560 feet; thence E. 330 feet; thence N. parallel with the W line of said Section 560 feet; thence W. 330 feet to the point of beginning.

Parcel 2: A portion of the NW $\frac{1}{4}$ of Section 10, Township 2 South, Range 34 E.B.M.:

Beginning at a point that is 236 feet South of the Northwest corner of Section 10, Township 2 South, Range 34 E.B.M., Thence South 10 feet; thence East 330 feet; thence North 10 feet; thence West 330 feet to the point of beginning.

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: September 13, 2001

Muriel L. Stanfield
Muriel L. Stanfield

STATE OF Idaho

ss.

COUNTY OF BINGHAM

On this 13th day of September, 2001, before me Michelle Kofoed, personally appeared Muriel L. Stanfield, 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, and acknowledged to me that she executed the same.

Michelle Kofoed
Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/31/2003



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ATTACHED LEGAL DESCRIPTION

Order No.: B44274

Parcel 1: A portion of the NW¼ of Section 10, Township 2 South, Range 34 E.B.M., Bingham County, Idaho described as follows:

Beginning at a point 246 feet South of the NW corner of Section 10 on the W. line of said Section, and running S. 560 feet; thence E. 330 feet; thence N. parallel with the W line of said Section 560 feet; thence W. 330 feet to the point of beginning.

Parcel 2: A portion of the NW¼NW¼ of Section 10, Township 2 South, Range 34 E.B.M.:

Beginning at a point that is 236 feet South of the Northwest corner of Section 10, Township 2 South, Range 34 E.B.M., Thence South 10 feet; thence East 330 feet; thence North 10 feet; thence West 330 feet to the point of beginning.

ALTA Plain Language Commitment Legal Description
(B44274.PFD/B44274/18)

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

OCT 15 2002

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
35-8122	35-13425 - <i>deposited</i> 35-13426 - <i>1/2 Gunn</i>				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Jeffrey Stanfield and Muriel Stanfield
actual address unknown - do reside in Blackfoot / Idaho Falls area.

4. New Owner/Claimant(s)

Danielle Gunn
 Name Connector (Check one): [] and, [] or, [] and/or N/A

New Mailing Address

497 N 900 W

City, State and ZIP Code

Blackfoot, ID 83221

New Telephone Number

(208) 684-3069 work - 208-478-3777

5. Date you acquired the property

September 13, 2001

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See file 35-13426 for support documentation

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>35-8122</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>.08</u>	<u>4 1/4 acres</u>
Stock	<u>.01</u>	<u>horses / stock - cattle</u>
Domestic	<u>.02</u>	<u>1 home</u>
Other		
Total	<u>.11</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Danielle Gunn

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by [Signature] Date 10-15-02 Fee \$100.00
 Receipted by [Signature] Date 10-15-02 Receipt No. 2065147
 Processed by [Signature] AJ Date _____ WR _____ Date _____

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AGREEMENT TO DIVIDE WATER RIGHTS AND TO COOPERATE IN CHANGE OF POINT OF DIVERSION

Agreement made this 13th day of September, 2001, between Jeffrey Stanfield, Muriel L. Stanfield, and Danielle Gunn.

RECITALS

- A. The parties have entered into a contract to sell the following described property to Danielle Gunn:

Parcel 1: A portion of the NW¼ of Section 10, Township 2 South, Range 34 E.B.M., Bingham County, Idaho described as follows:

Beginning a point 246 feet South of the NW corner of Section 10 on the W. line of said Section, and running S. 560 feet; thence E. 330 feet; thence N. parallel with the W. line of said Section 560 feet; thence W. 330 feet to the point of beginning.

Parcel 2: A portion of the NW¼ NW¼ of Section 10, Township 2 South, Range 34 E.B.M.:

Beginning at a point that is 236 feet South of the Northwest corner of Section 10, Township 2 South, Range 34 E.B.M., Thence South 10 feet; thence East 330 feet; thence North 10 feet; thence West 330 feet to the point of beginning.

- B. Jeffrey Stanfield is the registered owner of Water Right Number 35-8122 wherein lies the right to domestic water of .040 CFS, irrigation water of .160 CFS and stock water of .020 CFS pursuant the Water Right Report attached hereto as Exhibit "A," and incorporated herein by reference thereto as if set forth in full. The point of diversion of such water rights lie on real property owned or controlled by Jeffrey Stanfield.
- C. One-half of the irrigation and stock water rights described above serve the real property described above.
- D. The parties desire to divide the irrigation and stock water rights described above and transfer one-half of such water rights to Danielle Gunn in connection with the purchase and sale agreement that has been entered between Muriel Stanfield and Danielle Gunn.
- E. The parties desire to transfer the point of diversion of the transferred water rights to an existing well located on the property described above.

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NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for further consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** The Recitals hereby are incorporated by reference into this Agreement.
2. **TRANSFER OF WATER RIGHTS.** Jeffrey Stanfield hereby transfers unto Danielle Gunn, Irrigation Water Rights from Water Right Number 35-8122 in the amount of .08 CFS to serve the real estate described above. Furthermore, Jeffrey Stanfield hereby transfers unto Danielle Gunn, Stock Water Rights from Water Right Number 35-8122 in the amount of .01 CFS to serve the real estate described above.
3. **ADDITIONAL DOCUMENTS.** The parties hereby agree to execute and deliver such additional documents and applications of transfer as may be necessary or desirable to carry out the intent of this Agreement.
4. **COOPERATION.** The parties agree to cooperate in the application process to transfer the point of diversion from the existing diversion point to a new point of diversion on the above-described property.
5. **BINDING EFFECT.** It is agreed that the covenants and agreements contained herein shall inure to the benefit of and be binding upon the heirs, legal representatives, assigns and successors in interest of the respective parties hereto
6. **COSTS AND EXPENSES - DEFAULT.** The parties agree that, should any of them default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the relevant Statutes of the State of Idaho, whether such remedy is pursued by filing a suit or otherwise.
7. **WAIVER.** The waiver of any breach of this agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Agreement.
8. **AMENDMENTS.** This agreement shall not be changed, altered, or modified, other than by written agreement of the parties hereto.
9. **TIME OF ESSENCE.** Time and the prompt performance of each and every term, covenant and condition of this agreement is material and of the essence of this agreement.
10. **CAPTIONS TO PARAGRAPHS.** The captions to the paragraphs of this agreement are for convenience only and shall not be deemed to enlarge, diminish or in any manner affect the meaning of such paragraphs.

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12. **SEVERANCE AND VALIDITY.** In the event any provision of this agreement or any part thereof or any Exhibits thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

Jeffrey Stanfield
JEFFREY STANFIELD

STATE OF IDAHO }
 } ss.
County of Bingham }

Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 10/21/2003

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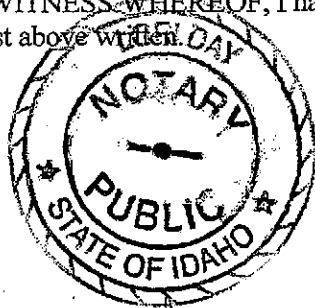
Muriel Stanfield
MURIEL STANFIELD

Date: 9-13-01

STATE OF IDAHO }
 } ss.
County of Bingham }

On this 13th day of September, 2001, before me the undersigned, a Notary public for Idaho, personally appeared **Muriel Stanfield**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lori Day
Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 10/21/2003

Danielle Gunn
DANIELLE GUNN

Date: 9-13-01

STATE OF IDAHO }
 } ss.
County of Bingham }

On this 13th day of September, 2001, before me the undersigned, a Notary public for Idaho, personally appeared **Daniel Gunn**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lori Day
Notary Public for Idaho
Residing at: Blackfoot
My Commission Expires: 10/21/2003

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09/07/2001

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-8122

WATER RIGHT NUMBER: 35-8122

Owner Type Name and Address
 Current Owner JEFFREY STANFIELD
 PO BOX 102
 MORELAND, ID 83256

Priority Date: 04/05/1983

Basis: License

Status: Active

Source Tributary
 GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	1.20 AF
IRRIGATION	4/01 to 10/31	0.160 CFS	32.00 AF
STOCKWATER	1/01 to 12/31	0.020 CFS	0.10 AF
	<u>Total Diversion:</u>	0.200 CFS	33.30 AF

Location of Point(s) of Diversion

GROUND WATER NW1/4NW1/4 Sec. 10, Twp 02S, Rge 34E, B.M.
 BINGHAM County

Place of Use

DOMESTIC

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
02S 34E 10							X										

Total Acres: 0

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
02S 34E 3												3.0					3.0
02S 34E 10							5.0										5.0

Total Acres: 8

STOCKWATER same as IRRIGATIONConditions of Approval:

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IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-8122

1. 048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
2. 049 The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
3. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 ata per acre for irrigation of the lands above.

Remarks:

1. General Domestic use is for 2 homes.^^ Domestic use does not include lawn, garden, landscape, or other types of irrigation.^^

Comments:Dates and Other Information:

Licensed Date: 10/4/1996
Decreed Date:
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

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IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 35-13426

WATER RIGHT NUMBER: 35-13426

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JEFFREY STANFIELD PO BOX 102 MORELAND, ID 83256
Current Owner	DANIELLE GUNN 497 N 900 W BLACKFOOT, ID 83221 (208) 684-3069

Priority Date: 04/05/1983

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.020 CFS	0.60 AF
IRRIGATION	04/01 to 10/31	0.080 CFS	16.00 AF
STOCKWATER	01/01 to 12/31	0.010 CFS	0.10 AF
<u>Total Diversion:</u>		0.100 CFS	16.70 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4NW1/4	Sec. 10, Twp 02S, Rge 34E, B.M.
BINGHAM County		

Place of UseDOMESTIC Within BINGHAM County

T02S R34E S10 NWNW

IRRIGATION Within BINGHAM County

T02S R34E S10 NWNW 4.0

Total Acres: 4

STOCKWATER same as IRRIGATIONConditions of Approval:

1. 048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
2. 049 The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
3. R31 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for irrigation of the lands above.

Remarks:

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IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-13426

1. General Domestic use is for 2 homes.
Domestic use does not include lawn, garden, landscape, or other types of irrigation.

Comments:

1. scurtis 10/17/2002 Ownership Change

Comment: This right is the result of a **split of Right 35-8122** which was split into 35-13425 and 35-13426 by an ownership change.

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State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 18, 2002

DANIELLE GUNN
497 N 900 W
BLACKFOOT ID 83221

RE: Change of Ownership for Water Right 35-13426

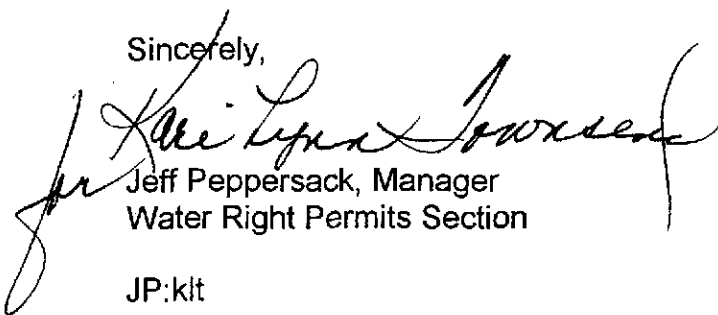
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$100.00 filing fee.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,



Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

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