



211 West 13th Street
Burley, ID 83318
Ph. (208) 881-0087
Fx. (866) 582-7546
www.titleonecorp.com

ID Dept. of Water Resources
900 N. Skyline Drive, Suite A
Idaho Falls, ID 83402

Date: 10/03/2022

Escrow No. 22460303 Shane Lee Dirks and Tanya Marie Dirks

Dear Clerk:

Enclosed with this letter please find the following in connection with the above referred to transaction:

- The original executed Notice of Security Interest in a Water Right
- A copy of the original recorded Warranty Deed
- TitleOne check no. 44115 made payable to Idaho Department of Water Resources in the amount of \$100.00

Should you have any questions, please do not hesitate to contact Ashley Martinkus at 208-878-3524.

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx

RECEIVED

OCT 04 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region**Notice of Security Interest in a Water Right**
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

1.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
	34-14526			
	34-14527			
	34-14528			
	34-14529			

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE of \$25.00 per** water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

D. L. Evans Bank

P. O. Box 87

Twin Falls, ID 83303

Phone 208-736-9300

Email central@dlevans.com

4. Name of Water Right Owner/Claimant(s)

Shane Lee Dirks; Tanya Marie Dirks

5. Expiration Date of Notification Period

01/01/2063

6. Is this a Renewal of Request for Notification?



YES



NO

7. Signature(s) of Security Interest Holder(s)

Title, if applicable

V.P. Branch Manager

For Office Use OnlyReceived by M. PetterDate 10-4-22Receipt No. E048601Fee 100.00

Processed by AJ

Date

WR

Date

Instrument # 263371

CHALLIS, CUSTER, IDAHO
09-27-2022 03:20:54 No. of Pages: 4
Recorded for: TITLEONE - BURLEY
Lura H. Baker Fee: \$15.00
Ex-Officio Recorder Deputy: TG

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.



TitleOne
a title & escrow co.

Order Number: 22460303

Warranty Deed

For Value Received,

Max J. Bingham and Cheryl J. Bingham, husband and wife, the Grantor, does hereby grant, bargain sell and convey unto, **Shane Lee Dirks also known as Shane Dirks and Tanya Marie Dirks also known as Tanya Dirks, husband and wife, as community property with right of survivorship**, whose current address is **3592 W 3600 N, Moore, ID 83255**, the Grantee, the following described premises, in **Custer County, Idaho**, To Wit:

See Exhibit A, attached hereto and incorporated herein.

TOGETHER WITH ALL WATER AND WATER RIGHTS USED THERE ARE AN APPURTENANT THERE TO INCLUDING BUT NOT LIMITED TO IDAHO DEPARTMENT OF WATER RESOURCES WATER RIGHT NO. 34-14526, 34-14527, 34-14528 AND A PORTION OF 34-14529 AND STORAGE WITH THE BIG LOST RIVER IRRIGATION DISTRICT ORIGINALLY WITH THE FARM AT THE TIME IT WAS PURCHASED BY THE GRANTOR.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.



Order Number: 22460303

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) in Section 19, Township 6 North, Range 26 East, Boise Meridian, Custer County, Idaho

EXCEPT that portion of the Southwest Quarter ($\frac{1}{4}$) of Section 19, Township 6 North, Range 26 East, Boise Meridian, Custer County, Idaho, on the North side of center line of 3800 North Road, and on the East side of center line of 3580 West Road as shown on the plans, in the office of the Idaho Transportation Department, as Federal Aid Project No. BROS-1900(101), and more particularly described as follows:

Commencing at the Southwest corner of Section 19;

Thence along the Southerly boundary of said section, South 88°36'15" East, 402.336 meters (1,320.00 feet) to the Point of Beginning;

Thence along the Westerly boundary of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section 19, North 00°17'36" East, 63.432 meters (208.11 feet);

Thence South 89°42'24" East, 9.766 meters (32.04 feet) to the intersection of the prescriptive right-of-way, and the new Easterly right-of-way of 3850 West Road;

Thence along the new Easterly right-of-way of 3850 West Road, South 04°03'55" East, 53.794 meters (176.49 feet) to the new Northerly right-of-way of 3800 North Road;

Thence along said right-of-way, South 86°09'18" East, 57.052 meters (187.18 feet) to the intersection of the prescriptive right-of-way, and the new Northerly right-of-way of 3800 North Road;

Thence South 01°23'45" West, 7.620 meters (25.00 feet) to the Southerly boundary of Section 19;

Thence along said boundary, North 88°36'15" West, 70.664 meters (231.84 feet) to the Point of Beginning.

ALSO EXCEPTING part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 19, Township 6 North, Range 26 East of the Boise Meridian, Custer County, Idaho, more particularly described as:

Commencing at the South Quarter ($\frac{1}{4}$) corner of Section 19 from which the Southwest corner of said section bears South 88°59'13" East 2714.04 feet, the basis of bearings for this description;

Thence South 88°59'13" East 469.09 feet along the South line of said section from said South Quarter ($\frac{1}{4}$) corner to the Point of Beginning, said point being witnessed by a 5/8" rebar and plastic cap inscribed "PLS 12222" which bears North 00°00'00" West 25.16 feet;

Thence North 00°00'00" West 68.15 feet to a point being marked by 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence North 78°47'45" East 145.76 feet to a point being marked by 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence North 59°30'05" East 218.92 feet to a point being marked by 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence North 49°53'02" East 193.40 feet to a point being marked by 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence North 40°04'45" East 212.13 feet to a point being marked by 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence North 89°59'15" East 137.04 feet to a point being marked by 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence South 00°00'00" East 508.60 feet to a point on the South line of said section which is witnessed by a 5/8" rebar and plastic cap inscribed "PLS 12222" which bears North 00°00'00" East 27.00 feet;

Thence North 88°55'50" West 753.26 feet along the South line of said section to the Point of Beginning.

ALSO EXCEPTING part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 19, Township 6 North, Range 26 East of the Boise Meridian, Custer County, Idaho, more particularly described as:

Commencing at the South Quarter ($\frac{1}{4}$) corner of Section 19 from which the Southwest corner of said section bears North 88°59'13" West 2646.59 feet, the basis of bearings for this description;

Thence North 88°59'13" West 743.20 feet along the South line of said section from said South Quarter ($\frac{1}{4}$) corner to the Point of Beginning, said point being witnessed by a 5/8" rebar and plastic cap inscribed "PLS 12222" which bears North 00°00'00" West 24.00 feet;

Thence continuing along said South line North 88°59'13" West 536.23 feet to its intersection with the Easterly right-of-way fence of a county road, said point being witnessed by a 5/8" rebar and plastic cap inscribed "PLS 12222" which bears North 02°42'28" West 27.36 feet;

Thence North 02°42'28" West 580.43 feet along said Easterly right-of-way fence to a point being marked by a 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence North 90°00'00" East 79.04 feet to a point being marked by a 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence South 33°43'05" East 232.13 feet to a point being marked by a 5/8" rebar and plastic cap inscribed "PLS 12222";

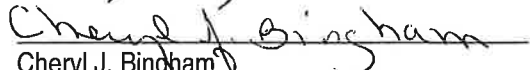
Thence South 47°13'47" East 262.00 feet to a point being marked by a 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence South 54°23'11" East 200.92 feet to a point being marked by a 5/8" rebar and plastic cap inscribed "PLS 12222";

Thence South 00°00'00" East 101.27 feet to the Point of Beginning.

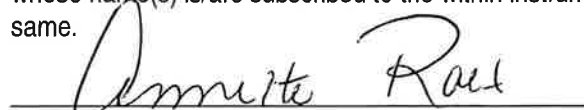
Dated: September 26, 2022


Max J. Bingham


Cheryl J. Bingham

State of Idaho, County of Cassia, ss.

On this 26 day of September in the year of 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Max J. Bingham and Cheryl J. Bingham, 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
Residing In: Rupert ID
My Commission Expires: 8-4-2023
(seal)

