

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 05 2024

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT OF WATER RESOURCES
SOUTHERN 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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-10576	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Stanley Lehmann
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tyler Ray Rogers and Hillary Danielle Rogers
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1747 E 3000 S Wendell ID 83335
Mailing address City State Zip
- (208) 736-5534 _____
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: December 22, 2023
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. 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.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] _____ _____
Signature of new owner/claimant Title, if applicable Date

Print name _____

Signature: [Signature] _____ _____
Signature of new owner/claimant Title, if applicable Date

Print name _____

Received by SB Date 1/5/2024 For IDWR Office Use Only: Receipt No. 5040042 Receipt Amt. \$50.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by [Signature] Date 3-4-2024

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

Instrument # 282654
GOODING COUNTY, GOODING, IDAHO
12-22-2023 14:23:45 No. of Pages: 5
Recorded for: TITLEONE - BURLEY
DENISE GILL Fee: \$15.00
Ex-Officio Recorder Deputy: JG
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **TAD RILEY ELISON**, an individual, ("Grantor"), does hereby grant, bargain, sell and convey unto **TYLER RAY ROGERS and HILLARY DANIELLE ROGERS**, husband and wife, whose current mailing address is 1747 E. 3000 S., Wendell, Idaho 83355 ("Grantee"), the following described real property, located in Gooding County, Idaho, to wit (the "Premises"):

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Premises including, but not limited to, those described on Exhibit B, and all others represented by any decree, license, permit, claim, permit application or storage entitlement, and all other ditch and canal company, water association, irrigation district, or other water delivery entity shares and entitlements to receive water from any such company, association, district or other entity, and all ditch rights, easements, and rights of way associated with any irrigation or other water well, pump, delivery ditch, canal, lateral, pipeline, or facilities used to divert, convey or deliver any water, water rights, or entitlements appurtenant to or beneficially used upon the Premises, and all minerals and mineral rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors and assigns, forever, and subject to the matters set forth on Exhibit C to this Warranty Deed attached hereto and incorporated herein (the "Permitted Exceptions"). Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or other defects of title except the Permitted Exceptions; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein and that Grantor and its successors and assigns will, on demand of the Grantee or its successors or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 22 day of December, 2023.

Tad Riley Elison, an individual

By: Tad Riley Elison
Tad Riley Elison

STATE OF IDAHO)
 : ss.
County of Jerome)

On this 22 day of December, 2023, before me, a Notary Public in and for said state, personally appeared Tad Riley Elison, who executed the instrument on behalf of the community, and acknowledged to me that such community executed the same.

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

Annette Roth
Notary Public for Idaho
Residing at: Rupert Id
My commission expires: 8-4-2029

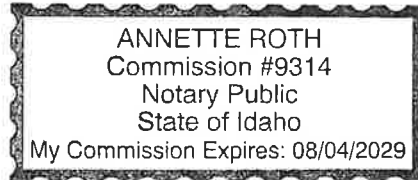


Exhibit A to Warranty Deed

LEGAL DESCRIPTION OF THE PREMISES

Tax Assessor Parcel No.: Parcel 1: RP08S15E062401 (Gooding County, Idaho)

Parcel 2: RP08S15E063600 (Gooding County, Idaho)

Legal Description:

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 6: Lots 3 and 4 and that part of Lot 2 North and West of the Sand Spring Lateral of the Northside Canal Company.

EXCEPTING THEREFROM a parcel of land located in Government Lot 2 that lies North and West of the Sand Spring Lateral of the North Side Canal Company, said parcel being more particularly described as follows:

Commencing at the North One Quarter (N¼) corner of said Section 6, from which the Northeast corner of Section 6 bears South 89°43'51" East, 2643.28 feet;

Thence from the North One Quarter (N¼) corner of Section 6 on a bearing of South 89°43'51" East along the North boundary of the NE¼ of Section 6 for a distance of 56.70 feet to THE TRUE POINT OF BEGINNING;

Thence South 89°43'51" East along the North boundary of the NE¼ of Section 6 for a distance of 721.91 feet to a point in the center of the Sand Spring Lateral of the Northside Canal Company;

Thence along the center of the Sand Spring Lateral on the following courses:

South 35°10'00" West, 62.92 feet;

South 40°21'19" West, 113.05 feet;

South 24°45'07" West, 60.81 feet;

South 20°28'35" West, 170.98 feet;

South 45°11'14" West, 82.96 feet;

South 66°46'17" West, 25.32 feet;

North 88°10'28" West, 140.83 feet;

South 83°22'05" West, 277.34 feet;

North 88°25'50" West, 53.53 feet;

Thence departing the center of the Sand Spring Lateral on a bearing of North 01°22'32" East for a distance of 436.94 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN, GOODING COUNTY, IDAHO

Section 6: Lot 5 and the SE¼NW¼

Exhibit B to Warranty Deed

WATER RIGHTS

All water and water rights, and other entitlements to water, appurtenant to or beneficially used upon the Land, including but not limited to the following decreed water rights identified in the records of the Idaho Department of Water Resources and shares in Northside Canal Company:

The Water Rights and Shares are Identified as Follows

Northside Canal Water Summary		
Certificate #	Shares	Location
16359	71.770	6-8-15
25028	71.210	6-8-15
Total	142.980	

Exhibit C to Warranty Deed

PERMITTED EXCEPTIONS

1. Easements shown by the Public Records.
2. Minerals of whatsoever kind, subsurface and surface substances, including by not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.
3. Assessments levied by North Side Canal Company, Ltd. for the year 2024.
4. Right-of-way for canals, laterals and waste ditches and the rights of access thereto for maintenance of said North Side Canal Company.
5. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
6. Terms and conditions contained in a/an Shared Well Water Agreement by and between Stanley Lehmann and Tyler and Hillary Rogers.
Recorded: October 30, 2017
Instrument No.: 259871, records of Gooding County, Idaho.
7. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded December 18, 2017 as Instrument No. 260318, records of Gooding County, Idaho.



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

March 4, 2024

TYLER RAY ROGERS
HILLARY DANIELLE ROGERS
1747 E 3000 S
WENDELL ID 83355-3359

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 36-10576

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department also acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to USDA Farm Service Agency. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: TitleOne, Burley, Idaho (File #23479407)
USDA Farm Service Agency, Jerome, Idaho



237 N. Lincoln Ave.
Jerome, ID 83338
Ph. (208) 324-5613
Fx. (866) 310-3443
www.titleonecorp.com

ID Dept. of Water Resources
650 Addison Ave. West, Ste. 500
Twin Falls, ID 83301

RECEIVED

JAN 05 2024

DEPT OF WATER RESOURCES
SOUTHERN REGION

Date: 01/03/2024

Escrow No. 23479407

Dear Clerk:

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

- The original executed Notice of Change In Water Right Ownership
- The original executed Notice of Security Interest in a Water Right
- A copy of the recorded Warranty Deed
- A copy of the recorded Mortgage
- TitleOne check no. 49991 for the transfer fees

Please make the necessary changes in the records to indicate the new Owner. Please send copies to TitleOne, attention Ashley Martinkus, P. O. Box 177, Burley, ID 83318 when completed.

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

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx