

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
OCT 16 2023
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?
See Attached Exhibit 'A'	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: D. Jay Harper and Jeanette W. Harper
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jason Earl Harper and Natalie Harper
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 1922 S 2350 East Malta ID 83342
Mailing address City State Zip
- 208-650-0816 _____
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: October 5, 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.

SUPPORT DATA

IN FILE # 43-171B

8. Signature: _____
 Signature of new owner/claimant
Jason Earl Harper
 Print name

_____ Title, if applicable
 _____ Date

Signature: _____
 Signature of new owner/claimant
Natalie Harper
 Print name

_____ Title, if applicable
 _____ Date

Received by SG Date 10/16/2023 For IDWR Office Use Only: Receipt No. 5039963 Receipt Amt. \$750.00

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 DM Date 11/15/2023

#43-177G
#43-2562B
#43-173D
#43-171B
#43-177F
#43-13139
#43-13750
#43-13749
#43-13752
#43-13751
#43-13754
#43-13753
#43-13756
#43-13755
#43-13759
#43-178F
#43-13757
#43-2295H
#43-2330
#43-2528
#43-4166
#43-11235
#43-13141
#43-13143
#43-13758

43-12940
43-12943
43-13760
43-13761
43-13762

23474650 WARRANTY DEED RESERVING LIFE ESTATE

THIS INDENTURE is made this 5th day of October, 2023 between
DELWIN JAY HARPER, also known as D. JAY HARPER, also known as JAY HARPER and
JEANETTE HARPER, also known as JEANETTE W. HARPER, husband and wife, 1926 South
2350 East, Malta, Idaho 83342 ("Grantor") and **JASON EARL HARPER and NATALIE HARPER**,
husband and wife, whose address is 1922 South 2350 East, Malta, Idaho 83342 ("Grantee").

WITNESSETH:

That the Grantor for and in consideration of the sum of _____, lawful money of
the United States of America, and other good and valuable consideration, to the Grantor in hand paid
by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by
these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and
assigns of Grantee forever, in the following described real estate situated in the County of Cassia, State
of Idaho, to-wit:

SEE EXHIBIT A ATTACHED HERETO.

TOGETHER with 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 said property as well in law as
in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises,
together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises
in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all
and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

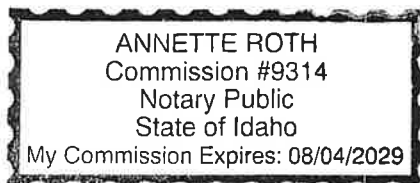
1
2
3
4 IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above
5 written.

6
7 Delwin Jay Harper
8

9 Jeanette Harper
10

11 STATE OF IDAHO)
12) ss
13 County of Cassia)

14 On this 5 day of October, in the year 2023, before me, the
15 undersigned, a Notary Public in and for said State, personally appeared **DELWIN JAY HARPER and**
16 **JEANETTE HARPER**, known or identified to me to be the persons whose names are subscribed to
17 the within instrument, and acknowledged to me that they executed the same.



Annette Roth

Notary Public for Idaho
Residing at Rupert, ID
My commission expires on 8-4-2029

Legal Description:

PARCEL NO. 1

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Lot 1 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL NO. 2

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Lot 2 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT the South 40 feet.

PARCEL NO. 3

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: Part of the N $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southeast corner of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31, said corner marked by a 5/8 inch rebar;

Thence North 00°13'58" West along the East line of Section 31 for a distance of 26.19 feet;

Thence North 89°54'01" West for a distance of 383.88 feet to a ½ inch rebar which shall be THE POINT OF BEGINNING;

Thence North 89°54'01" West for a distance of 208.72 feet to a ½ inch rebar;

Thence North 00°12'57" East for a distance of 208.71 feet to a ½ inch rebar;

Thence South 89°54'01" East for a distance of 208.72 feet to a ½ inch rebar;

Thence South 00°12'57" West for a distance of 208.71 feet to THE POINT OF BEGINNING.

PARCEL NO. 4

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: $W\frac{1}{2}NW\frac{1}{4}SE\frac{1}{4}$

PARCEL NO. 5

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$

PARCEL NO. 6

TOWNSHIP 13 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 31: $SE\frac{1}{4}NE\frac{1}{4}$; $E\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$; $NE\frac{1}{4}SE\frac{1}{4}$; $E\frac{1}{2}NW\frac{1}{4}SE\frac{1}{4}$

RESERVING AND EXCEPTING THEREFROM to Delwin Jay Harper, also known as D. Jay Harper, also known as Jay Harper and Jeanette Harper, also known as Jeanette W. Harper, the full use, control, income, and possession of the real property described below for and during the natural life of Delwin Jay Harper and Jeanette Harper, whose address is 1926 South 2350 East, Malta, Idaho 83342 in the following described parcel:

Commencing at the intersection of 1922 South and Keough Lane (2350 East), which shall be the Point of Beginning; thence West 223 feet; thence South 210 feet; thence East 223 feet; thence North to the Point of Beginning, including, but not limited to, a barn, shop, well, granary, and residence located thereon.

SUBJECT TO:

1. 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 or listed in Schedule B. The Company makes no

representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

2. Taxes, including any assessments collected therewith, for the year 2023 and subsequent years.

3. The land described herein is located within the district boundaries of the Raft River Ground Water Company and is subject to any assessments levied thereby.

4. 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.

5. Agreement in Warranty Deeds from Malta Land and Irrigation Company, a corporation, as the same appears in the chain of title, which reads as follows: "This deed is accepted with the understanding that Malta Land and Irrigation Company, shall administer, apportion, and distribute all water to which the grantee shall be entitled to, and with the further understanding that grantee shall hereafter pay his proportionate share of all water charges and of the maintenance of all conduits and ditches for the use of said water." (Parcel No. 6)

6. Special Warranty Deed, including the terms and conditions thereof, by and between Malta Land and Irrigation Company, a corporation and Malta Corporation of the Church of Jesus Christ of Latter Day Saints, a corporation sole.

Recorded: March 1, 1952 in Book 54 of Deeds, Page 487

Instrument No.: 174869, records of Cassia County, Idaho.

(Parcel No. 3)

7. Special Warranty Deed, including the terms and conditions thereof, by and between Malta Land and Irrigation Company, a corporation and John A. Elison.

Recorded: February 9, 1952 in Book 54 of Deeds, Page 480

Instrument No.: 174682, records of Cassia County, Idaho.

(Parcels No. 1 and 2)

8. Special Warranty Deed, including the terms and conditions thereof, by and between Malta Land and Irrigation Company, a corporation and Elmo Elison.

Recorded: May 21, 1956 in Book 59 Page 175

Instrument No.: 189992, records of Cassia County, Idaho.

(Parcels No. 1 and 2)

9. Special Warranty Deed, including the terms and conditions thereof, by and between Malta Land and Irrigation Company, a corporation and Floyd Bell and Leone Bell, his wife.

Recorded: April 24, 1957 in Book 59 of Deeds, Page 311

Instrument No.: 193312, records of Cassia County, Idaho.

(Parcel No. 5)

10. Right of Way Deed, including the terms and conditions thereof, by and between Malta Land & Irrigation Co., a corporation and Raft River Highway District, a quasi corporation.

Recorded: June 19, 1964 on Film No. 28

Instrument No.: 19190, records of Cassia County, Idaho.

(Parcels No. 3 and 6)

11. Oil, Gas and Mineral Lease, including the terms and conditions thereof, by and between Lano A. Elison and Lois Z. Elison, husband and wife and Standard American Co.

Recorded: November 13, 1973 on Film No. 85

Instrument No.: 73340, records of Cassia County, Idaho.

(Parcel No. 4)

12. Oil, Gas and Mineral Lease, including the terms and conditions thereof, by and between Elmo Elison and Louise M. Elison, husband and wife and Standard American Co.

Recorded: November 14, 1973 on Film No. 85

Instrument No.: 73342, records of Cassia County, Idaho.

(Parcels No. 1 and 2)

13. Oil, Gas and Mineral Lease, including the terms and conditions thereof, by and between Delwin Jay Harper aka D. Jay Harper and Jeanette Harper, husband and wife and Standard American Co.

Recorded: November 14, 1973 on Film No. 85

Instrument No.: 73349, records of Cassia County, Idaho.

(Parcel No. 6)

14. Oil, Gas and Mineral Lease, including the terms and conditions thereof, by and between Gordon C. Keetch and Bettie S. Keetch, husband and wife and Standard American CO.

Recorded: November 21, 1973 on Film No. 85

Instrument No.: 73480, records of Cassia County, Idaho.

(Parcel No. 5)

15. Exceptions and Reservations as contained in a/an Warranty Deed .

Executed by: Floyd J. Bell and Leone K. Bell, husband and wife

Recorded: January 11, 1988 on Film No. 195

Instrument No.: 193046, records of Cassia County, Idaho.

(Parcel No. 5)

16. Agreement for Electric Service, including the terms and conditions thereof, by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta.

Recorded: May 14, 1990 on Film No. 216

**Instrument No.: 207561, records of Cassia County, Idaho.
(Parcel No. 1)**

17. Agreement for Electrical Service and Easement, including the terms and conditions thereof, by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and D. Jay Harper and Jeanette Harper.

Recorded: April 30, 2004

**Instrument No.: 295414, records of Cassia County, Idaho.
(Parcel No. 1)**

18. Agreement for Electrical Service and Easement, including the terms and conditions thereof, by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and D. Jay Harper and Jeanette Harper.

Recorded: February 27, 2006

**Instrument No.: 306901, records of Cassia County, Idaho.
(Parcel No. 3)**

19. Agreement for Electrical Service and Easement, including the terms and conditions thereof, by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Jay Harper.

Recorded: April 11, 2008

**Instrument No.: 2008-002341, records of Cassia County, Idaho.
(Parcel No. 1)**

20. Agreement for Electrical Service and Easement, including the terms and conditions thereof, by and between Raft River Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Alan Harper.

Recorded: February 26, 2014

**Instrument No.: 2014-000757 records of Cassia County, Idaho.
(Parcel No. 6)**

21. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a/an Warranty Deed .

Granted to: Jason E. Harper, a married man as his sole and separate property

Purpose: An access and utility easement

Recorded: October 1, 2014

**Instrument No.: 2014-004044, records of Cassia County, Idaho.
(Parcel No. 3)**

22. Shared Well Maintenance Agreement, including the terms and conditions thereof, by and between D. Jay Harper and Jason Harper.

Recorded: May 17, 2016

**Instrument No.: 2016-001981, records of Cassia County, Idaho.
(Parcel No. 3)**

23. All matters, and any rights, easements, interests or claims as disclosed by Survey recorded May 19, 2016 as Instrument No. 2016-002039, records of Cassia County, Idaho. (Parcel Nos. 1 through 6)

24. Agreement for Electrical Service and Easement, including the terms and conditions thereof, by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Jason Harper.

Recorded: October 24, 2016

**Instrument No.: 2016-004488, records of Cassia County, Idaho.
(Parcel No. 3)**

25. Easement and Right of Way Agreement, including the terms and conditions thereof, by and between D. Jay Harper and Raft River Ground Water District.

Recorded: January 16, 2018

**Instrument No.: 2018-000232, records of Cassia County, Idaho.
(Parcel No. 2)**

26. Agreement for Electrical Service and Easement, including the terms and conditions thereof, by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and DJ Harper.

Recorded: March 12, 2018

**Instrument No.: 2018-000976, records of Cassia County, Idaho.
(Parcel No. 2)**

27. Agreement for Electrical Service and Easement, including the terms and conditions thereof, by and between Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta and Alan Harper.

Recorded: March 12, 2018

**Instrument No.: 2018-000978, records of Cassia County, Idaho.
(Parcel No. 6)**

INCLUDING THE FOLLOWING DESCRIBED WATER RIGHTS:

#43-13760

#43-13761

#43-13762

#43-12943

#43-12940

#43-177G
#43-2562B
#43-173D
#43-171B
#43-177F
#43-13139
#43-13750
#43-13749
#43-13752
#43-13751
#43-13754
#43-13753
#43-13756
#43-13755
#43-13759
#43-178F
#43-13757
#43-2295H
#43-2330
#43-2528
#43-4166
#43-11235
#43-13141
#43-13143
#43-13758



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

November 15, 2023

JASON EARL HARPER
NATALIE HARPER
1922 S 2350 E
MALTA ID 83342-8645

Re: Change in Ownership & Notice of Security Interest for Water Right No(s): 43-171B, etc.
See Attached List

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 Delwin Jay and Jeanette W Harper. 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, ID (File #23474650)
Delwin Jay and Jeanette W Harper, security interest holders
Water District(s) 143, 43B

List of Water Rights for Jason and Natalie Harper

[illegible]



RECEIVED

OCT 16 2023

DEPT OF WATER RESOURCES
SOUTHERN REGION

211 W. 13th St.
P. O. Box 177
Burley, ID 83318
Ph. (208) 878-3524
www.titleonecorp.com

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

Date: 10/13/2023

Escrow No. 23474650 Jason Harper and Natalie Harper/Delwin Harper and Jeanette Harper

Dear Clerk:

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

- The original executed Notice of Security Interest in a Water Right
- TitleOne check no. 48920 in the amount of \$750.00
- The original executed Notice of Change In Water Right Ownership
- TitleOne check no. 48919 in the amount of \$750.00
- A copy of the recorded Warranty Deed Reserving Life Estate

Please make the necessary changes in the records and send a receipted copy to this office attention Ashley Martinkus.

Should you have any questions, please do not hesitate to contact Ashley at the number listed above.

Best regards,
TITLEONE

Nancy Garrett
Ag Escrow Assistant

AR/nrg
Enc.
FedEx