

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

FEB 06 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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?
45 47-11169	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: Wade and Laura Fessenden

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): William Jacob Millenkamp and Brecken Kelly Millenkamp

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or

525 N 400 W

Mailing address

Jerome

City

ID

State

83338

Zip

(208) 731-5518

Telephone

jake@millenkamp.com

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 30, 2024

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: William Jacob Millenkamp 12/24/2024

Signature of new owner/claimant

Title, if applicable

Date

William Jacob Millenkamp

Print name

- Signature: Brecken Kelly Millenkamp 12/24/2024

Signature of new owner/claimant

Title, if applicable

Date

Brecken Kelly Millenkamp

Print name

Received by: SG Date: 2-6-2025 For IDWR Office Use Only: Receipt No. 5040513 Receipt Amt. \$25-

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 CG

Date 03/05/2025

24530423

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Wade C. Fessenden and Laura L. Fessenden, husband and wife, ("Grantor"), does hereby grant, bargain, sell and convey unto William Jacob Millenkamp and Brecken Kelly Millenkamp, husband and wife, whose current mailing address is 525 N 400 W, Jerome, ID 83338 ("Grantee"), the following described real property, located in Cassia County, Idaho, to wit:

See Exhibit A attached hereto and incorporated herein by this reference (the "Land"),

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to or beneficially used upon the Land including, but not limited to, those described on Exhibit B reserving to Grantor no portions thereof, 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 Land, 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 Land, as well in law as in equity (collectively, the Land and all appurtenances are, the "Premises").

TO HAVE AND TO HOLD the Premises 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.

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DATED effective as of the 30 day of December, 2024.

By: Wade C Fessenden
Wade C. Fessenden

By: Laura L Fessenden
Laura L. Fessenden

STATE OF IDAHO)
 : ss.
County of Cassia)

On this 30 day of December, 2024, before me, a Notary Public in and for said state, personally appeared Wade C. Fessenden and Laura L. Fessenden, husband and wife, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that s/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.

Ashley Martinkus
Notary Public for Idaho
Residing at: Rupert, ID
My commission expires: 07/01/2027

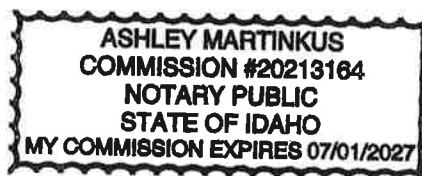


Exhibit A

Legal Description

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 25 EAST OF THE
BOISE MERIDIAN, CASSIA COUNTY, STATE OF
IDAHO

Section 10: Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast Corner of Section 10, said corner marked by a U.S. B.L.M. iron pipe with aluminum cap; Thence South 00°02'09" East along the east line of Section 10 for a distance of 450.00 feet to the POINT OF BEGINNING;

Thence South 00°02'09" East along said section line for a distance of 880.10 feet to a 5/8 inch rebar at the Southeast Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 89°32'06" West along the south line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 1324.52 feet to a 5/8 inch rebar at the Southwest Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence North 00°07'58" West along the west line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ for a distance of 1323.36 feet to a 5/8 inch rebar at the Northwest Corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Thence South 89°49'38" East along the north line of Section 10 for a distance of 982.62 feet to a ½ inch rebar; Thence South 00°02'09" East for a distance of 217.80 feet to a ½ inch rebar;

Thence South 89°49'38" East for a distance of 101.09 feet to a ½ inch rebar; Thence South 00°02'09" East for a distance of 232.20 feet to a ½ inch rebar; Thence South 89°49'38" East for a distance of 223.60 feet to a ½ inch rebar;

Thence South 89°49'38" East for a distance of 19.40 feet to the POINT OF BEGINNING.

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 25 EAST OF THE
BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 10: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SAVE AND EXCEPT, the following described tract:

Beginning at the East ¼ Corner of Section 10, said corner marked by a 5/8 inch rebar with a 3 inch cap on top which shall be the POINT OF BEGINNING;

Thence North 89°13'36" West along the South line of the NE $\frac{1}{4}$ for a distance of 112.29 feet to a ½ inch rebar; Thence North 00°45'40" East for a distance of 72.11 feet to a ½ inch rebar;

Thence South 88°46'07" West for a distance of 78.31 feet to a ½ inch rebar; Thence North 01°39'17" East for a distance of 648.60 feet to a ½ inch rebar; Thence South 89°14'07" East for a distance of 145.59 feet to a ½ inch rebar;

Thence South 89°14'07" East for a distance of 25.02 feet to the East line of the NE $\frac{1}{4}$;

Thence South 00°01'20" East along the East line of the NE $\frac{1}{4}$ for a distance of 717.99 feet to the POINT OF BEGINNING.

Exhibit B

Water Rights

Minidoka Irrigation District Water Right S/N 063-00 (76.07 acres)

Exhibit C

Permitted Exceptions

10. Taxes, including any assessments collected therewith, for the year 2024 which are a lien not yet due and payable.

11. The Land described herein is located within the boundaries of the Minidoka Irrigation District and is subject to any assessments levied thereby.

12. The Land described herein is located within the boundaries of the Magic Valley Ground Water District and is subject to any assessments levied thereby.

13. Right-of-way for roads, canals, laterals and waste ditches and the rights of access thereto for maintenance.

14. County Road Rights-of-way and the rights of access thereto for maintenance.

16. Effects of, Cassia County, Idaho Board of Commissioners Ordinance No. 2014-08-01,
Recorded: August 5, 2014
Instrument No.: 2014-003204

17. Request to Cross Waterway-Bridge or Crossing, Lateral 33, including the terms and provisions thereof, by and between Wade and Laurie Fessenden and Minidoka Irrigation District.
Recorded: March 24, 2016
Instrument No.: 2016-001166

The conveyance of the Land shall be subject to the following restrictive covenants running with the Land, binding on Grantees, their successors and assigns, until the earlier of Grantors selling or conveying that property owned by Grantors and adjacent to the Land or upon the death of the surviving Grantor. The restrictions being designed for the purpose of prohibiting all mining/mineral operations and subdividing the Land. The restrictions and limitations are as follows:

1. Without the express written permission of Grantors, Grantee shall not subdivide nor sell any portion of the Land except for the sale and conveyance of all the Land as one unit or parcel.
2. Without the express written permission of Grantors, no oil, gas, "mineral," geothermal, or similar mining operation of any kind shall be permitted upon or in the Land, nor shall wells (except potable water wells), mining, tunnels, mineral excavations or shafts be permitted upon the land. This prohibition includes the surface and subsurface of the land.



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 05, 2025

WILLIAM J MILLENKAMP and BRECKEN KELLY MILLENKAMP
525 N 400 W
JEROME ID 83338-5069

Re: Change in Ownership for Water Right No(s): 45-11169

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 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) 293-9909.

Sincerely,

Collin Glass
Water Resource Agent

CC: Title One, Jerome, File # 24530523



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

RECEIVED

FEB 06 2025

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Idaho Dept of Water Resources
650 Addison Ave W, Ste 500
Twin Falls, ID 83301

Date: January 31, 2025

Re: Escrow No. 24530423 ~ William Jacob Millenkamp and Brecken Kelly Millenkamp

In connection with the above referenced transaction, I am enclosing the following:

- TitleOne Check no. 55569 in the amount of \$25.00
- Notice of Change in Water Right Ownership
- Copy of Warranty Deed Number 2024-004727 Cassia County Realty

Your business is greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,

Laury Lamb
(208) 324-5613
llamb@titleonecorp.com