

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

RECEIVED

DEC 07 2016

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 (under the "split" heading), 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<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| <u>37-11383</u>       | _____                        | ___   | _____                 | _____                        | ___   |
| _____                 | _____                        | ___   | _____                 | _____                        | ___   |
| _____                 | _____                        | ___   | _____                 | _____                        | ___   |
| _____                 | _____                        | ___   | _____                 | _____                        | ___   |
| _____                 | _____                        | ___   | _____                 | _____                        | ___   |

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) is 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) Kathryn McMahan (Estate of)  
Norris/Campbell - Trustees
4. New Owner/Claimant(s) Leslie R. or J. Faye Hinzman  
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or  
101 Riverview Dr.  
 New Mailing Address \_\_\_\_\_  
 City, State and ZIP Code Bellevue, ID 83313  
 New Telephone Number (208) 788-6088
5. Date you acquired the property 07/25/2000

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<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

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

*Joseph R. King*  
*Joseph R. King*

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 \_\_\_\_\_ Date \_\_\_\_\_ Fee \_\_\_\_\_  
 Receipted by \_\_\_\_\_ Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

WARRANTY DEED

FOR VALUE RECEIVED, and as consideration as part of an IRC § 1031 tax-deferred exchange, WILLIAM E. NORRIS, Trustee of the WILLIAM E. NORRIS SEPARATE PROPERTY TRUST dated February 15, 1991, and LINDA M. CAMPBELL and WILLIAM D. CAMPBELL, Trustees of the Campbell Family Trust, established under the Declaration of Trust dated March 16, 1989 and the Amendment No 1 and Complete Restatement of Campbell Family Trust Declaration Dated November 11, 1999.

the grantors, do hereby grant, bargain, sell and convey unto

LESLIE R. HINZMAN and J. FAYE HINZMAN, husband and wife

the grantee, whose current address is PO Box 3169  
Hailey, ID 83333-3169

the following described premises, in Blaine County, Idaho, to wit:

**COPY**  
Lot 1 of DRIFTWOOD RANCH SUBDIVISION, BLAINE COUNTY,  
IDAHO, according to the official plat thereof, on file in the office of  
the County Recorder, recorded July 23, 1980, as Instrument No.  
204429, records of Blaine County, Idaho.

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that the owner in fee simple of said premises; that they are free from all incumbrances

and that will warrant and defend the same from all lawful claims whatsoever.

Dated: July 19, 2000

William E. Norris  
William E. Norris, Trustee

Linda M. Campbell, Trustee

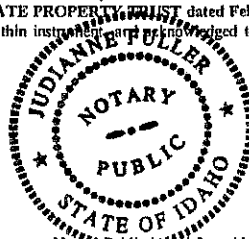
William D. Campbell, Trustee

State of: IDAHO

County of: BLAINE

On this 20 day of July, 2000, before me a Notary Public in and for said State, personally appeared William E. Norris, Trustee of the WILLIAM E. NORRIS SEPARATE PROPERTY TRUST dated February 15, 1991 known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as trustee.

Judianne Fuller  
Notary Public  
Residing at: Idaho  
Comm. Expires: 3-16-2004



State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me a Notary Public in and for said State, personally appeared LINDA M. CAMPBELL and WILLIAM D. CAMPBELL, Trustees of the Campbell Family Trust, established under the Declaration of Trust dated March 16, 1989 and the Amendment No 1 and Complete Restatement of Campbell Family Trust Declaration Dated November 11, 1999 known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as trustees.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_  
Comm. Expires: \_\_\_\_\_



Place of Use Legal Description: DOMESTIC BLAINE County

| <u>Township</u> | <u>Range</u> | <u>Section</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> | <u>Lot</u> | <u>Tract</u> | <u>Acres</u> |
|-----------------|--------------|----------------|------------|--------------|--------------|------------|--------------|--------------|------------|--------------|--------------|------------|--------------|--------------|
| 01N             | 18E          | 1              | 2          | NWNE         |              |            |              |              |            |              |              |            |              |              |

Total Acres: 5

Conditions of Approval:

APPLICATION FOR PERMIT HAS BEEN FILED ALSO,(37-08459) P/U IS LOT 1, DRIFTWOOD RANCH SUBD. | THIS CLAIM IS BASED ON LICENSE 37-02567A, WALTER STEWART, 3/9/55. THE POINT OF DIVERSION WAS CHANGED BY AN UN-RECORDED TRANSFER BY MC 1. MAHAN IN 8/31/1982. THIS CLAIM IS FOR ONLY 5 ACRES OF THE AREA COVERED BY LICENSE 37-02567A. RVW 4/2/91 THIS AMENDMENT IS A RESULT OF FURTHER RESEARCH TO REVEAL THAT THIS CLAIM IS A PART OF THE ABOVE LICENSE AND PROBABLY DOES NOT REQUIRE FILING FOR A PERMIT.

Dates:

Licensed Date:

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

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SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of  
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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs  
and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that the  
owner in fee simple of said premises; that they are free from all incumbrances

and that will warrant and defend the same from all lawful claims whatsoever.

Dated: July 19, 2000

William E. Norris, Trustee

*Linda M. Campbell*  
Linda M. Campbell, Trustee  
Trustee

*William D. Campbell*  
William D. Campbell, Trustee

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me a Notary Public in and for said State, personally appeared William E. Norris, Trustee of the WILLIAM E. NORRIS SEPARATE PROPERTY TRUST dated February 15, 1991 known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as trustee.

Notary Public

Residing at: \_\_\_\_\_

Comm. Expires: \_\_\_\_\_

State of: California

County of: Orange

On this 20th day of July, 2000, before me a Notary Public in and for said State, personally appeared LINDA M. CAMPBELL and WILLIAM D. CAMPBELL, Trustees of the Campbell Family Trust, established under the Declaration of Trust dated March 16, 1989 and the Amendment No 1 and Complete Restatement of Campbell Family Trust Declaration Dated November 11, 1999 known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as trustees.

*Holly Marie Merriman*

Notary Public

Residing at: Orange County, CA

Comm. Expires: 7/9/04



EXCHANGE ESCROW CLOSING INSTRUCTIONS

Date: July 19, 2000  
To: Sun Valley Title Co.

Seller herein deposits with you under these instructions the following documents which have been read and approved:

Executed Escrow Closing/Settlement Statement  
Warranty Deed  
IRS Report Form

which you are hereby authorized and instructed to deliver, release and/or record when you have for the account of Seller (THREE HUNDRED TWENTY SIX THOUSAND AND NO/100---\*\*), subject to any charges and/or credits authorized herein; AND Buyer herewith deposits with you "COLLECTED FUNDS" as required pursuant to escrow closing statements and the following documents which have been read and approved:

Executed Escrow Closing/Settlement Statement  
Note  
Deed of Trust  
Loan Closing Package

Buyer has deposited \$10,000.00 with Sun Valley Title pursuant to the escrow closing statement. You are hereby authorized and directed to disburse the funds and documents described above, when you are able to close in accordance with the instructions below:

1. When you are in a position to issue or have issued a policy (or policies) of title insurance insuring Buyer (or as otherwise hereinafter provided) in the form of an ALTA Standard Policy and in the amount (or amounts) as follows:  
Owner's Policy in the amount of \$326,000.00  
and  
Extended Lenders Policy in the amount of \$180,000.00  
on the real property described in Title Commitment No. 00-15978, which the undersigned have read and approved, which will show record title vested in:  
Leslie R. Hinzman and J. Faye Hinzman, husband and wife  
free and clear of all encumbrances except for the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provision of such form and exceptions numbered 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12 as set forth in above referenced Title Commitment dated June 27, 2000 @ 8:00 a.m.  
AND Deed of Trust/Mortgage executed by Leslie R. Hinzman and J. Faye Hinzman, husband and wife in favor of Bank of America in the amount of \$180,000.00.

Then you are instructed to disburse deposited funds pursuant to the Escrow Closing Statements examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents will be mailed via regular mail unless otherwise instructed.

All documents have been prepared and completed according to the directions and instructions of the parties hereto, or their authorized attorneys or agents.

2. You are instructed to prorate as of July 25, 2000 the following:
  - A. Taxes based on the estimated amount of \$1719.68. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
  - B. Levies and assessments of the city and/or associations to be current at close of escrow.
  - C. Insurance(including FHA mortgage insurance, if any)
  - D. Interest on all existing trust deeds, improvements assessments and/or bonds taken over by buyers.
  - E. Rental per rent statement handed you.
  - F. Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

THIS PROPERTY MAY BE SUBJECT TO FURTHER ASSESSMENTS WITH RESPECT TO NEW IMPROVEMENTS AND THE FIRST OCCUPANCY THEREOF DURING THE YEAR, WHICH MAY NOT BE INCLUDED ON THE REGULAR ASSESSMENT ROLL AND WHICH ARE A LIEN ON SAID PROPERTY.

NEW OCCUPANCY OWNERS MUST REPORT PROMPTLY TO THE ASSESSOR'S OFFICE TO AVOID ANY PENALTIES.

NEW BUYERS SHOULD CHECK WITH THE ASSESSOR'S OFFICE IMMEDIATELY TO APPLY FOR A HOMEOWNERS EXEMPTION IF THIS PROPERTY IS THEIR PRIMARY RESIDENCE.

3. You are bound solely by the provisions set forth in these escrow instructions and the parties hereto understand that you are not a party to Earnest Money Receipt and Agreement dated June 29, 2000 (and Amendments thereto, if any) previously executed by the parties herein, and that said Earnest Money Receipt and Agreement (and Amendments thereto, if any) is not/are not a part of these escrow closing instructions. You are to be concerned only in the performance of your duties in compliance with these escrow closing instructions.
4. All utility charges (except for city water and/or sewer, if any) will be handled by the principals outside of this escrow.
5. I hereby agree to hold you harmless from the failure of the transfer of water rights to myself regardless of the reason or cause. The transfer of water rights is being done as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.
6. Unless specifically provided elsewhere in these instructions, the cancellation, transfer or purchase of fire or other casualty insurance shall be handled by the parties outside of this escrow.
7. All deposits made by the parties to this escrow shall be deposited by escrow holder in an account designated as "Escrow Trust Account" with any local bank, without any liability for interest unless otherwise instructed. All disbursements shall be made by check of escrow holder drawn on said account. Escrow holder shall not be obligated to identify or to guarantee the signature of any payee on said checks.

Escrow shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the (earnest money or closing) funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall San Valley Title Company be liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.
8. Escrow is authorized to accept funds deposited to our account by our broker or agent without further authorization.
9. You are authorized to deduct from seller's proceeds any additional interest due on loan payoffs to lender after closing if a loan payoff is being made as a part of the transaction. The parties understand that there may be adjustments on unusual recording fees after the signing of these instructions. You are further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by you for said recording fees.
10. These escrow closing instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.
11. Should any disputes arise between parties interested in property or funds covered by these instructions, you shall have the option to hold all matters pending in their then existing status or to join in or commence a court action, or to bring an action in interpleader, at your option. Upon your determination to hold this escrow open for determination of the rights of the parties, you will be relieved of all responsibility to proceed until the rights of the parties are settled in your satisfaction. Further, you as escrow holder, shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement in their differences and shall have notified the escrow holder in writing of such agreement or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. It is further agreed that in the event of any suit or claim made against you by either or both parties to this escrow or in the event any suit is instituted by you to resolve your responsibility regarding conflicting claims of both parties to this escrow, that said parties, jointly and severally, shall be required to pay you all expenses, costs and reasonable attorney's fees incurred by you in connection therewith, whether suit is instituted by you or any of the parties hereto, or not.
12. If the conditions of this escrow have not been complied with at the time provided for in these instructions, you are nevertheless to complete this escrow as soon as the conditions (except as to time) have been complied with, unless a written demand for the return of money and/or instruments by a party to this escrow is received by you prior to the (recording/delivery) of any instrument provided for in these instructions.
13. Escrow holder shall not be held liable for sufficiency or correctness as to form, manner or execution or validity of any document deposited into escrow, nor as to the identity, authority, or rights of any person executing them, nor for failure of any party to this escrow to comply with any of the provisions of any agreement, contract or other instrument filed or referred to in these instructions.

14. The knowledge of escrow holder of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to the responsibility of escrow holder under these instructions. Escrow holder shall not be obligated to make any physical examination of any real or personal property described in any document deposited into escrow. The parties agree escrow holder is not making any representations whatsoever regarding this property.
15. The undersigned jointly and severally agree to indemnify and hold escrow holder harmless by reason of any misrepresentation or omission by either party or their respective agents or the failure of the parties to this escrow to comply with the rules and/or regulations of any government agency, state, federal, county, municipal or otherwise.

The parties acknowledge that Sun Valley Title Company has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code, The Property Condition Disclosure Act. The Buyer acknowledges receipt of the disclosures required from the Seller and/or agent outside of closing. And by this statement Sun Valley Title Company has recommended that the parties obtain legal advice as to the operation of this law. We further understand and acknowledge that any compliance with the Act was done outside of escrow.

AT THE CLOSE OF THIS TRANSACTION, SELLER AUTHORIZES SUN VALLEY TITLE COMPANY TO DISBURSE THE COMMISSIONS AS STATED ON THE CLOSING STATEMENT.

**DECLARATION OF ESCROW SERVICES:**

Both Buyer and Seller acknowledge the following by their signatures below:

We have been specifically informed that SUN VALLEY TITLE CO, INC. (hereinafter referred to as SVT) is not licensed to practice law and no legal advice has been offered by SVT or any of its employees. We have been further informed that SVT is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature and content of the documents executed herein, and that it has not done so.

We have been requested by escrow holder to seek legal counsel of our own choosing at our own expense, if we have any doubt concerning any aspect of this transaction.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

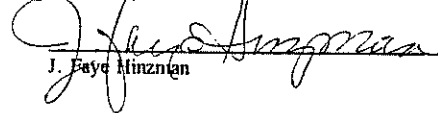
These escrow closing instructions constitute the entire agreement between the escrow holder and the undersigned parties. Any amendment and/or supplement to these instructions must be in writing.

**THE UNDERSIGNED HAVE READ AND FULLY UNDERSTAND THE FOREGOING ESCROW CLOSING INSTRUCTIONS AND ALSO THE DECLARATION SET FORTH ABOVE AND AGREE TO THE SAME.**

It is the intent of all parties to effect a Simultaneous exchange pursuant to provisions of Section 1031 of the Internal Revenue Code. All parties acknowledge that they have sought the counsel of their own qualified tax attorney and/or certified public accountant for the determination of any income tax consequences of this transaction, and said parties fully indemnify and hold escrow holder, brokers, and any third party free and harmless from any loss which should sustain in the event this transaction is audited by the Internal Revenue Service and disallowed as a tax deferred exchange, unless escrow holder knowingly violates these instructions.

This transaction is part of a 1031 Exchange. All documents are computer generated therefore stating Buyer and Seller instead of Exchangor and Exchangee.

  
\_\_\_\_\_  
Leslie R. Hinzman

  
\_\_\_\_\_  
J. Faye Hinzman

  
\_\_\_\_\_  
William E. Norris, Trustee

\_\_\_\_\_  
Linda M. Campbell, Trustee

\_\_\_\_\_  
William D. Campbell, Trustee

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\_\_\_\_\_  
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\_\_\_\_\_  
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Linda M. Campbell, Trustee

*William D. Campbell*  
William D. Campbell, Trustee