

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DE RECEIVED
SEP 23 2019
WATER RESOURCES
WESTERN 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-32657	Yes ☒	Yes ☐		Yes ☐	Yes ☐
split into	Yes ☐	Yes ☐		Yes ☐	Yes ☐
63-34808	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dennis + Peggy Buchanan
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Brodesser Living Trust, Karen + Robert Brodesser, Trustees
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 5901 N. Beaham Ave Meridian ID 83646
Mailing address City State ZIP
- 208-884-1384
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: 9/6/2019
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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 # 63-32657

8. Signature: Karen Brodesser TTEE 9/23/19
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by KT Date 9/23/19 Receipt No. W047765 Receipt Amt. 100

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 X Approved by ds Processed by ds Date 10/12/19

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



TitleOne
a title & escrow co.

Order No.: 19343197

Corporation Warranty Deed

For value received,

C & T Construction, Inc, an Idaho Corporation

the grantor, does hereby grant, bargain, sell, and convey unto

Robert J. Brodesser and Kaaren D. Brodesser, trustees of the Brodesser Living Trust dated September 9, 1994

whose current address is X

Ce of 5901 N. Beaham Ave Meridian ID 83646

the grantee, the following described premises, in Ada County, Idaho, to wit:

Lot 1 in Block 1 of Sombra Canyon Subdivision, according to the official plat thereof, filed in Book 89 of Plats at Pages 10300 through 10304, official records of Ada County, Idaho.

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.

In witness whereof, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Remainder of this page intentionally left blank.



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Warranty Deed (Corporation) - Page 1 of 2

Dated: September 5, 2019

C & T Construction, Inc, an Idaho Corporation

BY: X Carl Funk
Carl Funk, President

State of ID County of ADA ss.

On this 5th day of September in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Carl Funk known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

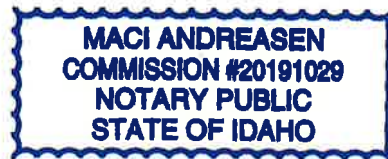
Maci Andreassen

Notary Public

Residing In: Bowl

My Commission Expires: 5/20/25

(seal)





ADDENDUM # 1(ONE) (All addendums shall be numbered sequentially.)

JULY 2018 EDITION
Page 1 of 1

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 Today's Date: 08/26/2019
2
3 This is an **ADDENDUM** to the ☐ Purchase and Sale Agreement ☒ Other Agreement to Hold Lot: Lot 1, Block 1 of Sombra Canyon Sub
4 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is
5 being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).
6
7 **AGREEMENT DATED:** 11/07/2018 **ID #** N/A
8
9 **ADDRESS:** 4752 W Shafer Meadow Ln Boise **ID** 83714
10
11 **BUYER(S):** C&T Construction Carl Funk
12
13 **SELLER(S):** Peggy Buchanan
14

15 The undersigned parties hereby agree as follows:

- 16 1. Sellers to credit buyer \$3,021.00 (three thousand twenty one dollars and 00/100) at closing.
- 17
- 18 2. Seller to pay for all Title, Escrow and Recording Fees through closing.
- 19
- 20
- 21 3. Title Insurance to be conveyed directly to end buyers, Brodesser Living Trust- Bob and Kaaren
- 22 Brodesser, Trustees.
- 23
- 24
- 25 4. Seller agrees to transfer all water rights associated with this parcel to the end buyers, Brodesser
- 26 Living Trust- Bob and Kaaren Brodesser, Trustees, once deed is recorded in their name.
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29 **END**
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48 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
49 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
50 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement
51 is made an integral part of the aforementioned Agreement.

52
53 **BUYER:** X Carl Funk **Date:** X 9/6/2019
54 C&T Construction/ Carl Funk
55 **BUYER:** _____ **Date:** _____
56
57 **SELLER:** _____ **Date:** _____
58 Peggy Buchanan
59 **SELLER:** _____ **Date:** _____



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BUYER: C&T Construction/ Carl Funk Date: _____

BUYER: _____ Date: _____

SELLER: *Peggy Buchanan* Date: X 9-6-19

SELLER: _____ Date: _____



The USDA-FSA Aerial Photography Field office asks to be credited in derived products.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

October 22, 2019

BRODESSER LIVING TRUST
C/O TRUSTEES KAREN & ROBERT BRODESSER
5901 N BEAHAM AVE
MERIDIAN ID 83646-5892

Re: Change in Water Right Ownership: 63-32657 (Split into 63-32657 and **63-34808**)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 334-2190.

Sincerely,

Chad Jones
Technical Records Specialist 1

Enclosure(s)

c: PEGGY J BUCHANAN, DENNIS K BUCHANAN, DONNA J BUCHANAN & WARREN B BUCHANAN JR