

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

APR 25 2019

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 #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-12038	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: Kathryn B William Lampo
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Lloyd Burrell, Violet Brothers
New owner(s) as listed on the conveyance document
- Name connector ☒ and ☐ or ☐ and/or
- P.O. Box 311 Wendell ID 83366
Mailing address City State ZIP
- 208-961-1416
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: May 23rd, 2017
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):
 ☐ \$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: Lloyd Burrell Title, if applicable _____ Date 4/23/19
 Signature: Violet Brothers Title, if applicable _____ Date 4/23/19
 Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 4/25/19 Receipt No. S037288 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 AI Date 5/31/19

**NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

This Deed, made this 23rd day of May 2017, between Kathryn B. Williams, the Grantor, and Lloyd Burrell, Violet Brothers, and Doris Allred, whose address is P.O. Box 311, Wendell, ID 83355, the Grantees.

WITNESSETH:

That for and in consideration of the covenants hereinafter contained, the avoidance of further costs and expense of foreclosure and litigation, the payment by Grantees of additional recording and transfer fees, costs and expenses, and other good and valuable consideration, the Grantor does by these presents grant, convey and warrant forever unto the Grantees, and to their successors and assigns, the property commonly known as 12 Baseline Ext. Rd., Blaine County, Idaho, 83313, and more particularly described as follows:

**TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN,
BLAINE COUNTY, IDAHO.**

SECTION 35: A parcel of land more particularly describes as follows:

Commencing at the South Quarter, corner of said Section 35; thence
North 89° 58' East, 1877.00 feet to the point of beginning; thence
North 00° 00' East, 710.00 feet; thence
South 89° 19' East, 284.00 feet; thence
South 01° 30' West, 710.00; thence
South 89° 58' West, 275.00 feet to the POINT OF BEGINNING.

All situate in the County of Blaine, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, unpaid real property taxes, and Deed of Trust to Grantees dated the 15th day of November, 1982, and recorded on the 16th day of November, 1982, as instrument No. 232648.

Together with all water and water rights of every kind and description and however evidenced used upon or appurtenant to said property, which in any manner entitle Grantor to water.

Together with any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

To have and to hold, all singular the said property, together with the appurtenances, unto the said Grantees, and to their successors and assigns forever. Grantor covenants with Grantees that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set for above); that Grantor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Grantees at Grantees' expense, any further assurance of the same that may be reasonably required; and that Grantor will warrant to Grantees all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

**NONMERGER WARRANTY DEED
IN LIEU OF FORECLOSURE**

1

Instrument # 643723

HAILEY, BLAINE, IDAHO
6-23-2017 02:13:17 PM No. of Pages: 2
Recorded for : BROWN & JAMES
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

JB

This deed is absolute in effect and conveys fee simple title of the property above-described to the Grantees and does not operate as a rescission or as a mortgage, trust conveyance, or security agreement of any kind.

Grantees' acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Grantees covenant and agree that it shall not enforce any judgment against Grantor for the indebtedness evidenced by the promissory note secured by that certain Deed of Trust executed by Grantor to Grantees, dated the 15th day of November, 1982, and recorded on the 16th day of November, 1982, as instrument No. 232648, records of Blaine County, Idaho. This deed shall not operate to preclude Grantees from proceeding in any action to enforce the Deed of Trust, but shall preclude Grantees from obtaining a deficiency judgment against Grantor.

Grantor does hereby waive, surrender, convey, and relinquish any equity or redemption and statutory rights of redemption concerning the property and Deed of Trust above.

Grantor declares that her conveyance is freely and fairly made, and Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantees, their agent, or attorney or any other person.

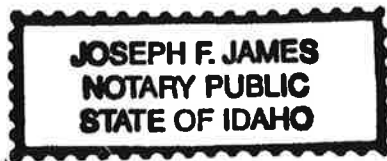
In Witness Whereof, the Grantor has hereunto set her hand the day and year first above written.


Kathryn B. Williams

STATE OF IDAHO)
)ss.
County of Blaine)

On the 23rd day of May, 2017, before me, a Notary Public in and for said state, personally appeared Kathryn B. Williams, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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




Notary Public for Idaho
My Commission Expires: 2/26/2023



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 31, 2019

LLOYD BURRELL
VIOLET BROTHERS
DORIS ALLRED
PO BOX 311
WENDELL ID 83355-0311

Re: Change in Ownership for Water Right No(s): 37-12038

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) 736-3033.

Sincerely,

A handwritten signature in blue ink that reads "Allison Inouye".

Allison Inouye
Water Resource Agent

Enclosure(s)