

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 19 2018
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?
75-14732 (AG)	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 M Barrington 75-14732
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): GARY A. HAD
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
1706 S.E. 55th Ave PORTLAND OR 97215
Mailing address City State ZIP
503 449 6009 GaryHad@gmail.com
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: AUG 27th, 2018 closing

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: Legal title
☒ 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. Google Map
☐ 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). Barrington
☒ 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: [Signature] (GARY A. HAD) 11-11-2018
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by AA Date 11/19/2018 Receipt No. W046945 Receipt Amt. 25.00

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 N/A Approved by AK Processed by AK Date 11/23/2018

Warranty Deed

For Value Received

Kathryn M. Barrington, an unmarried woman

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

Gary A. Had, a married man as his sole and separate property

Whose current address is:

**1706 SE 55th Ave
Portland OR 97215**

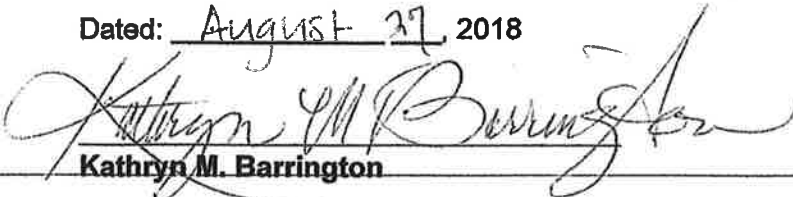
the grantee, the following described premises, to-wit:

See Attached Legal Description as Exhibit 'A'

Reserving therefrom, a life estate in and to the above described property for the life of Kathryn M Barrington, meaning and intending that the Grantor reserves the right to the use of said property for her lifetime.

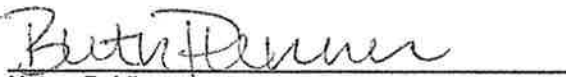
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

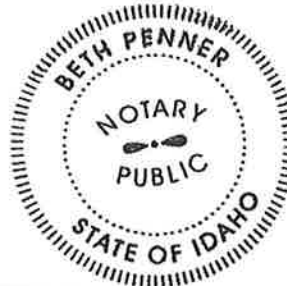
Dated: August 27, 2018


Kathryn M. Barrington

STATE OF Idaho)
COUNTY OF Lemhi) ss

On this 27th day of Aug., 2018, before me, a notary public in and for said State, personally appeared **Kathryn M. Barrington** known to me or proved to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public
Residing at: Calmar, ID
Comm. Expires: July 24, 2019



term_____)

5. No Assistance has been provided to the undersigned or any of their legal dependents and no application for assistance has been made in the last 31 days, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

True ✓

False _____

KMB
Initials

INDEMNITY: I agree to pay on demand to the purchasers/ lender and/or First American Title Insurance Company in this transaction, their successors and assigns, all amounts secured by any and all liens not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

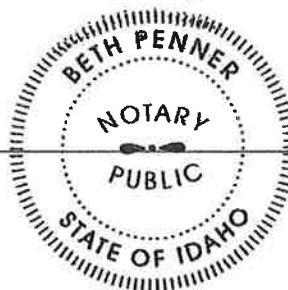
I realize that the purchaser/lender and/or Lemhi Title Company in this transaction are relying on the representations contained herein purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Kathryn M. Barrington
Kathryn M. Barrington

STATE OF ID)
COUNTY OF Lemhi) ss

On this 27th day of August, 2018, before me, a notary public in and for said State, personally appeared Kathryn M. Barrington known to me or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Beth Penner
Notary Public
Residing at Idaho
Comm. Expires: July 24, 2019



Lots Ten (10) and Eleven (11) of North Salmon Estates, according to the official plat thereof, filed for record in Book 4 of Plats, at Page(s) 27 through 31, Official Records of Lemhi County, Idaho.

SUBJECT TO:

AN EASEMENT LOCATED IN LOT 11, NORTH SALMON ESTATES, M.S. 1133, SECTION 14, T. 25 N., R. 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID LOT 11, RUN THENCE N. 01° 10' 40" W. ALONG THE EASTERLY BOUNDARY OF SAID LOT A DISTANCE OF 248.20 FT. TO THE POINT OF BEGINNING;

THENCE S. 82° 23' 07" W. A DISTANCE OF 5.19 FT;

THENCE S. 07° 36' 52" E. A DISTANCE OF 10.00 FT.;

THENCE S. 82° 23' 07" W. A DISTANCE OF 60.00 FT.;

THENCE N. 07° 36' 53" W. A DISTANCE OF 40.00 FT.;

THENCE N. 82° 23' 07" E. A DISTANCE OF 60.00 FT.;

THENCE S. 07° 36' 53" E. A DISTANCE OF 10.00 FT.;

THENCE N. 82° 23' 07" E. A DISTANCE OF 7.45 FT.;

THENCE S. 01° 10' 40" E. A DISTANCE OF 20.13 FT TO THE POINT OF BEGINNING.

TOGETHER WITH:

AN EASEMENT LOCATED IN LOT 12, NORTH SALMON ESTATES, M.S. 1133, SECTION 14, T. 25 N., R. 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID LOT 12, RUN THENCE N. 01° 10' 40" W. ALONG THE WESTERLY BOUNDARY OF SAID LOT A DISTANCE OF 168.24 FT. TO THE POINT OF BEGINNING;

THENCE CONTINUING N. 01° 10' 40" W. A DISTANCE OF 20.00 FT.;

THENCE N. 88° 49' 20" E. A DISTANCE OF 26.29 FT.;

THENCE N. 01° 10' 40" W. A DISTANCE OF 62.94 FT.;

THENCE S. 82° 23' 07" W. A DISTANCE OF 26.46 FT.;

THENCE N. 01° 10' 40" W. A DISTANCE OF 20.13 FT.;

THENCE N. 82° 23' 07" E. A DISTANCE OF 46.59 FT.;

THENCE S. 01° 10' 40" E. A DISTANCE OF 105.32 FT.;

THENCE S. 88° 49' 20" W. A DISTANCE OF 46.29 FT. TO THE POINT OF BEGINNING.

**SELLERS AFFIDAVIT AND INDEMNITY**

State of Idaho

County of Lemhi

Subject Property: Lots 10 & 11 North Salmon Estates

Commonly Known As: 61 Sheep Creek Road, North Fork, Idaho 83466

Before me, the undersigned authority on this day personally appeared,

Kathryn M. Barrington

personally known to me or proved to me to be the person whose name is subscribed and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party

Approximate Amount

n/a
Initials

2. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

Creditor

Approximate Amount

n/a
Initials

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied. In addition, all appropriate building permits have been obtained for the original structure and any additions or remodeling.

True ☒False 
Initials



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

November 23, 2018

GARY A HAD
1706 SE 55TH AVE
PORTLAND OR 97215-3344

Re: Change in Ownership for Water Right No: 75-14732

Dear Water Right Holder:

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) 334-2190.

Sincerely,

Anna Kaiser
Office Specialist II

Enclosure(s)