

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 08 2018
Department of Water Resources
Eastern 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?
29-7221	Yes ☒	Yes ☐	29-367A	Yes ☒	Yes ☐
29-13498	Yes ☒	Yes ☐	29-421	Yes ☒	Yes ☐
29-14190	Yes ☒	Yes ☐	29-11415	Yes ☒	Yes ☐
29-14191	Yes ☒	Yes ☐		Yes ☐	Yes ☐
29-14192	Yes ☒	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Cecil Armstrong / Scott Christensen
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ralph O. Wheatley and Vauna B Wheatley
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 116 McCammon ID 83250
Mailing address City State ZIP
(208) 251-1243 upb4u@yahoo.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: 2014 & 2016
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 # 29-7221

8. Signature: Ralph Wheatley Owner 6-1-2018
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 SC Date 8/8/18 Receipt No. ED44279 Receipt Amt. 425⁰⁰

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 _____ Date Aug 16, 2018

82616

WARRANTY DEED



Alliance Title & Escrow Corp. Order No.:249264

FOR VALUE RECEIVED

Cecil E. Armstrong and Norma Armstrong, husband and wife
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Ralph O. Wheatley and Vanna B. Wheatley, husband and wife
whose current address is

**PO Box 116
McCammon, ID 83250**

the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

The Southeast ¼ of the Northwest ¼ and the South ½ of the Northeast ¼ of the Northwest ¼ of Section 9, Township 10 South, Range 36 East of the Boise Meridian in Bannock County, Idaho.

Also:

The Northeast quarter of Section 9, Township 10 South, Range 36 East of the Boise Meridian, Bannock County, Idaho, according to the official plat thereof, save and except therefrom the following tract of land.

Beginning at a point two rods West of the Northeast corner of Section 9, Township 10 South, Range 36 East of the Boise Meridian, running thence South two rods, running thence East One Hundred fifty-eight rods, running thence North 2 rods, running thence East 158 rods, to the place of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 12, 2014

21703070

When recorded return to:

SPECIAL WARRANTY DEED FOR WATER RIGHT

Idaho Water Company LLC (Grantor) does hereby grant, bargain, sell, assign, and convey unto Ralph and Vauna Wheatley of McCammon, Idaho (Grantee) and to Grantees heirs and assigns forever, all of Grantor's right title and interest in the Water Right #s 29-14190 (Groundwater), 29-14191 and 29-14192 (Garden Creek Water) hereto (collectively the "Water Rights"). Grantor retains no residual or reversionary interest in the portions of Water Right(s) listed in the exhibits attached.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner of the Water Rights
- (B) that Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- (C) that each of the Water Rights is free from all liens, claims, or encumbrances at closing
- (D) that Grantor has the authority to convey the Water Rights to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights. Legal description of land the Water Rights are appurtenant to in Water Right Reports attached to this deed

Special Warranty Deed For Water Rights - 1

OFFICIAL RECORD BOOK 1013
BENNETT COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 13 DEPUTY *RW*

Ralph Wheatley

21703070

2017 MAR -8 A 10:01

82616

SCANNED

AUG 16 2017

21703070

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor:

Dated:

By:

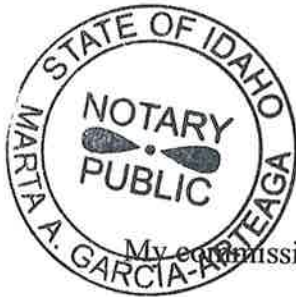
Exhibits: Exhibit 1: Water Right Report for 33 acre portion of 29-7159

STATE OF IDAHO

County of Jerome)
) S.
)

On this 13 day of January 2017, before me the undersigned Notary Public in and for said state, personally appeared Delbert C. Hontz, and known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

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



Notary public for

Residing at

My commission expires

SPECIAL WARRANTY DEED FOR WATER RIGHTS - 2

82616

SCANNED
AUG 16 2017

IDAHO WATER COMPANY LLC
1135 Valley Rd. So.
Eden, Idaho 83325
Office 208-825-5617
Cell 312-1135

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 6th day of May 2015
by and between Scott and Renee Christensen of 939 E 2180 N Lehi, Utah 84097
(hereinafter "Seller") and Idaho Water Co. LLC of 1135 Valley Rd. So., Eden, Id. 83325
hereinafter ("Buyer"). The Buyer, Del Kohtz discloses that he is a licensed real estate
agent acting herein as principal for his own account.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby
contract and agree to sell and convey to the Buyers and the Buyer does hereby agree
to buy from the Sellers a 85 acre portion of Idaho Water Right(s): 29-7159 and the
water appurtenant thereto, for \$ [REDACTED] per acre. There are 85 acres of water in this
agreement. No land is included in this agreement.

2. The total purchase price shall be \$ [REDACTED]
[REDACTED] Dollars). The entire purchase price shall be paid
on the closing dates described in paragraph 4 below less \$ [REDACTED] 00 non refundable
down payment made at signing.

3. This Agreement for Purchase and Sale of said license is contingent upon and
subject to IDWR finding that the Water Right is valid and transferable. If the Water
Right is invalid or non-transferable, this Agreement shall become null and void. Buyer
shall have sole discretion as to the validity and transferability of the Water Right.

4. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto upon closing which means paid for and Seller issues a Special Water Rights Deed to Buyer when payment is made by Buyer. The Water Rights shall remain in the name of Seller until they are paid for. The remaining Water Rights shall remain the property of the Seller.

5. In the event of any suit or proceeding by either party against the other party, in any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and costs.

6. Seller understands Buyer is transferring the water to another property.

7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

8. By signing this contract Buyer gives permission for a portion of Sellers water right to be transferred to Buyers point of diversion.

IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.

Scott Christensen 5/11/15
Scott Christensen - Seller

Renee Christensen 5/11/15
Renee Christensen - Seller

Idaho Water Company, LLC
Idaho Water Company, LLC - Buyer

By Delbert Kohtz
Delbert Kohtz - Managing Member

IDAHO WATER COMPANY LLC
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 14th day of Sept 2015
by and between Del Kohtz of Idaho Water Company LLC (hereinafter "Seller") of 1135
Valley Rd. So. Eden, Idaho 89335 and Ralph & Verma Wheatley of
PO Box 115 McCammon ID 83250 hereinafter ("Buyer"). The seller, Del
Kohtz discloses that he is a licensed real estate agent acting herein as principal for his
own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers 33 acres of Idaho Water Right 29-7159 and the water appurtenant thereto, for \$ per acre. 33 acres of water are included in this agreement. No land is included in this agreement. There are 33 acres of the above water rights in this agreement
2. The total purchase price shall be \$. The entire purchase price shall be paid on the closing date described in paragraph 5 below, less finders fee and down payment paid at signing. Payment of \$ paid at signing.
3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department of Water Resources. If the application is not approved, this Agreement shall become null and void.
4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price to Seller shall take place at the law offices of Givens Pursley, 277 N 6th Boise, Idaho, within thirty days of Buyers receipt