

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 18 2017

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?
47-04295	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: David C. Sparks and Flourice H. Sparks
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): John Lezamiz
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 847 Canyon Spring Road Twin Falls ID 83301
Mailing address City State ZIP
- 208-308-5710 bjllezamiz@centurylink.net
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: _____.
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.

8. Signature: [Signature] Title, if applicable _____ Date 9/15/2017
 Signature of new owner/claimant

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

For IDWR Office Use Only:

Received by AM Date 9-18-2017 Receipt No. 5036359 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 _____ Date _____

Recording Requested By and
When Recorded Return to:
Paula L. Klusdal
HAWLEY TROXELL ENNIS & HAWLEY LLP
P.O. Box 1617
Boise, Idaho 83701

TWIN FALLS COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE - TWIN F/
12:36:10 PM 09-15-2017
2017014868
NO. PAGES 9 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: SW
Electronically Recorded by Simplifile

040055

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED
(With Reservation of Life Estate)

David C. Sparks and Flourice H. Sparks, husband and wife, (collectively, "**Grantor**"), hereby grants, bargains, sells, conveys and warrants to John Lezamiz, a married man, as his sole and separate property, ("**Grantee**"), whose address is 847 Canyon Spring Road, Twin Falls, ID 83301, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that certain real property located in Twin Falls County, State of Idaho, more particularly described in **Schedule I** attached hereto and incorporated herein by this reference, together with all and singular the buildings, structures, improvements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof ("**Subject Property**").

This conveyance is made subject to the liens, easements, restrictions, agreements and encumbrances of record as of the date of this instrument. Subject to those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by GRANTEE; GRANTOR covenants to GRANTEE, its successors and assigns, that GRANTEE shall enjoy the quiet and peaceful possession of the above described Subject Property, and GRANTOR warrants to GRANTEE, its successors and assigns, that GRANTOR is the owner of said Subject Property in fee simple and has the right and authority to convey the same to GRANTEE, and they will defend the same from all lawful claims.

Reserving unto the above named Grantor a life estate in the certain property describe in **Schedule II** (attached hereto and incorporated herein by this reference, the ("**Life Estate Property**")), including the house and the drain field for the septic tank, until the earlier of (i) death of all Grantor/Seller, (ii) until the last of Grantor(s)/Seller(s) are not physically occupying the structure located on the Life Estate Property for a period of three (3) months; or (iii) failure of the Grantor/Seller fails to comply with the Life Estate Conditions, whichever occurs first; during which Life Estate, Grantor and each of them shall have and enjoy the full and exclusive use, control and possession of the Life Estate Property. Such Life Estate shall not be assignable. Upon termination of the Life Estate, the Grantor(s)/Seller(s) shall have thirty (30) days to remove all personal property left on the Life Estate Property. Any personal property left after such thirty (30) day period shall be deemed abandoned and Grantee shall have the right to dispose of such personal property in any

manner available at law or equity. During the term of the Life Estate, Seller(s)/Grantor(s) shall: (i) maintain the Life Estate Property in as good of condition as the Life Estate Property is at the time of this Agreement; (ii) continue the use of the Life Estate Property only for residential; (iii) pay prior to delinquency all real and personal property taxes and assessments associated or assessed against the Life Estate Property; (iv) keep the structure on the Life Estate Property insured; (iv) maintain the Life Estate Property free and clear of any and all liens, including but not limited to mechanic's and materialmen's liens; and (v) keep the Life Estate Property free and clear of any and all hazardous materials (collectively, the "Life Estate Conditions"). Upon termination of the Life Estate the above-referenced life estate shall immediately terminate and Grantor shall have no further rights or interests of any nature whatsoever in the Life Estate Property.

The Life Estate Property shall have an easement 25' wide over and across the Property in the location of the currently existing road for the continuous motor vehicle and pedestrian access from the house currently located on the Life Estate Property to Pole Line Road East (the "Roadway Easement") and the right to connect to any future water and or sewer systems to be installed on the remaining Property as part of future development, with any and all fees, costs or expenses related to the connection to services delivered to the Life Estate Property shall be the sole responsibility of the Grantor. The Life Estate property shall also include an easement on, over and across the remaining property to Pole Line Road East for utilities, including but limited to land line telephone service, electrical, natural gas and internet or similar service; the location of said utility easement shall be in the location where such lines presently exist as of the date of this Agreement or within the Roadway Easement. Upon termination of the Life Estate, all rights of Grantor herein shall terminate, including but not limited to any and all rights in the Roadway Easement and any and all easements for utilities.

During the term of the life estate reserved herein, Grantor shall pay all costs associated with maintenance of, and utility services provided to, the Life Estate Property and shall bear all risk of loss related to the Life Estate Property and any improvements located thereon. The sale of Property shall include four (4) shares of the Twin Falls Canal Company water and a ground water right as evidenced in that certain Partial Decree for Water Right #47-04295 for .13 cfs for irrigation and stock water; said Partial Decree is attached hereto as **Schedule III**.

During the term of the life estate reserved herein, Grantor shall pay all costs associated with maintenance of, and utility services provided to, the Life Estate Property and shall bear all risk of loss related to the Life Estate Property and any improvements located thereon. Grantor shall comply with the duties of a holder of a life estate set forth in Idaho Code Section 55-311.

Grantor hereby acknowledges and agrees that the reservation of the life estate described herein shall not limit or restrict in any way the development of the adjacent real property or the Subject Property, and that Grantor shall cooperate with Grantee as is reasonably necessary to facilitate Grantee's development of the adjacent real property.

Witness the hand of said Grantor this 15th day of September, 2017.

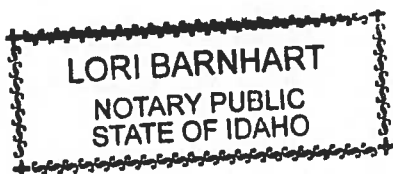
David C. Sparks
David C. Sparks

Flourice H. Sparks by David Sparks as Attorney in Fact
Flourice H. Sparks, by David Sparks, her
attorney in fact

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 15th day of September, 2017, before me,
Heidi Barnhart, a Notary Public in and for said state, personally appeared
David C. Sparks, known or identified to me to be the person whose name is subscribed to the
foregoing instrument, and acknowledged to me that he executed the same.

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

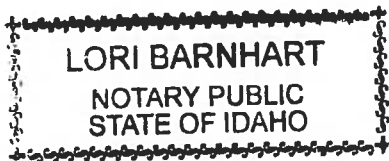


Lori Barnhart
Notary Public for Idaho
Residing at Twin Falls, ID
My commission expires 11.06.2018

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 15th day of September, 2017, before me, Flourice H. Sparks, a Notary Public in and for said state, personally appeared David Sparks, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Flourice H. Sparks, and acknowledged to me that he subscribed the name of Flourice H. Sparks thereto as principal, and his own name as attorney in fact.

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



Lori Barnhart
Notary Public for Idaho
Residing at Twin Falls Id
My commission expires 11-06-2018

SCHEDULE I
Legal Description of Subject Property

PARCEL NO. 1

TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY,

IDAHO SECTION 34: A PARCEL OF LAND IN THE E1/2 OF LOT 5, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE SOUTH 89°55' EAST ALONG THE SOUTHERN BOUNDARY OF LOT 5 FOR 1323.9 FEET TO THE SOUTHEAST CORNER OF LOT 5;

THENCE NORTH 00°20' EAST ALONG THE EASTERN BOUNDARY OF LOT 5 FOR 646.1 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 89°48' WEST FOR 330.7 FEET TO THE WESTERN BOUNDARY OF THE E1/2 OF LOT 5;

THENCE NORTH 00°21' EAST ALONG SAID WESTERN BOUNDARY OF 817.0 FEET TO THE NORTHERLY BOUNDARY OF LOT 5;

THENCE SOUTH 87°58' EAST FOR 330.6 FEET TO THE EASTERN BOUNDARY OF LOT 5; THENCE SOUTH 00°20' WEST FOR 806.4 FEET TO THE REAL POINT OF BEGINNING.

PARCEL NO. 2

TOGETHER WITH: AN EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE RUNNING SOUTH 89°55' EAST ALONG THE SOUTHERN BOUNDARY OF LOT 5 FOR 1323.9 FEET TO THE SOUTHEAST CORNER OF LOT 5;

THENCE NORTH 00°20' EAST ALONG THE EASTERN BOUNDARY OF LOT 5 FOR 25.0 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 00°20' EAST ALONG THE EASTERN BOUNDARY OF LOT 5 FOR 621.1 FEET;

THENCE NORTH 89°48' WEST FOR 25.00 FEET, MORE OR LESS TO A LINE WHICH IS PARALLEL TO AND 25.0 FEET FROM THE EASTERN BOUNDARY OF LOT 5;

THENCE SOUTH 00°20' WEST ALONG SAID LINE FOR 621.1 FEET, MORE OR LESS TO THE NORTHERN RIGHT OF WAY LINE OF THE PRESENT COUNTY ROAD;

THENCE SOUTH 89°55' EAST FOR 25.0 FEET, MORE OR LESS TO THE REAL POINT OF BEGINNING.

TOGETHER WITH 4 Shares of Twin Falls Canal Company water stock.

END OF DESCRIPTION

**SCHEDULE II
LIFE ESTATE PROPERTY LEGAL DESCRIPTION**

Being a portion of Government Lot 5 of Section 34, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Lot 5;

Thence, South 89°53'00" East 1323.28 feet along the South boundary of said Lot 5 to the Southeast corner thereof;

Thence, North 00°33'02" East 1319.95 feet along the East boundary of said Lot 5 and being the REAL POINT OF BEGINNING;

Thence, leaving said East boundary, North 87°53'54" West 330.91 feet to a point on the West boundary of the E 1/2 of said Lot 5;

Thence, North 00°41'08" East 131.74 feet along said West boundary to a point on the North boundary of said Lot 5;

Thence, South 87°53'54" East 330.60 feet along said North boundary to a point on said East boundary of Lot 5;

Thence, South 00°33'02" West 131.75 feet to said REAL POINT OF BEGINNING.

Containing approximately 1.00 acres.

End of Description

SCHEDULE III

(Partial Decree for Water Right #47-04295 for .13 cfs for irrigation and stock water)

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

DISTRICT COURT - SRGA
Fifth Judicial District
County of Twin Falls - State of Idaho

JUN - 1 2010

By _____ Clerk
Deputy Clerk

In Re SRGA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 47-04295

NAME AND ADDRESS:

DAVID C SPARKS
FLOURICE H SPARKS
1999 POLE LINE RD E
TWIN FALLS, ID 83301

SOURCE:

GROUND WATER

QUANTITY:

0.13 CFS
22.00 APY

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands herein.

PRIORITY DATE:

01/07/1952

POINT OF DIVERSION:

T09S R17E S34 LOT 6 (SESE) Within Twin Falls County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	03-15 TO 11-15	0.11 CFS
Stockwater	01-01 TO 12-31	22.00 APY
		0.02 CFS

PLACE OF USE:

Irrigation
T09S R17E S34 LOT 5 (SWSE) 5.5
5.5 Acres Total Within Twin Falls County

Stockwater
T09S R17E S34 LOT 5 (SWSE) Within Twin Falls County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

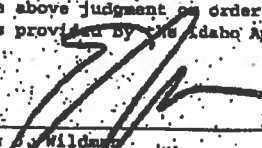
The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Eric S. Wildman
Presiding Judge of the
Snake River Basin Adjudication



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 12, 2017

JOHN T LEZAMIZ
847 CANYON SPRINGS RD
TWIN FALLS, ID 83301

RE: Change of Ownership for Water Right No. 47-4295

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership of the above referenced water right. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Kent L. Aasa
Water Resource Agent

Enclosure



RECEIVED

SEP 18 2017

DEPT OF WATER RESOURCES
SOUTHERN REGION

First American Title Company
1502 Locust Street North, Bldg. 300, Twin Falls, ID 83301
Phone (208)734-2905 Fax (208)734-2945

IDWR
650 Addison Avenue West, Ste 500
Twin Falls, ID 83301

September 15, 2017
File No.: 646055-TF (Ib)

Attn: Accounts Receivable

Re: **Water Transfer - Water Right #47-4295**
Property: **1999 Pole Line Road East, Twin Falls, ID 83301**
Buyer: **John Lezamiz**
Seller: **David C. Sparks and Flourice H. Sparks**

Sincerely,

Jeannie Harrison, Assistant for
Lori Barnhart, Escrow Officer

ja/ja