

RECEIVED

OCT 05 2016

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT 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?
36-16686	Yes ☐	Yes ☐		Yes ☐	Yes ☐
36-16688	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Estate of Charles Clifton Hit, Estate of Eugene H. Hite, Jr. & Hite Family Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Western Mortgage & Realty Company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 6610 W Court St #B Pasco WA 99301
Mailing address City State ZIP
- 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.

SUPPORT DATA

IN FILE # 36-16686

8. Signature: [Signature] Vice President 9/27/16
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by SM Date 10-5-2016 Receipt No. 5035747 Receipt Amt. \$50-

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 MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

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

Instrument # 537911

MINIDOKA COUNTY, RUPERT, IDAHO
10-03-2016 01:38:17 PM No. of Pages: 2
Recorded for: TITLEONE - BURLEY
PATTY TEMPLE Fee: \$13.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

162-77726
SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, Carol Jacksen and Glen Clark, as Co-Personal Representatives for the Estate of Charles Clifton Hite, also known as Clifton C. Hite, also known as Clifton Charles Hite, the Grantor, does hereby grant, bargain, sell and convey unto The Clifton C. Hite Trust, dated July 8, 2011, the Grantee, whose current address is 671 Pine Street, Solvang, CA, 93463, the following described premises, in Minidoka County, Idaho, TO WIT:

Township 8 South, Range 22 East of the Boise Meridian, Minidoka County, Idaho

Section 2: SW1/4 NW1/4

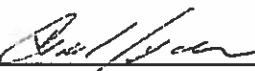
Section 3: Lots 1, 2, 3 and S1/2 N1/2

Together with all water and water rights under Nos. 36-16688 and 36-16686

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the Personal Representative of the owner 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 will warrant and defend the same from all lawful claims whatsoever.

Dated: September 26, 2016

Estate of Charles Clifton Hite, aka Clifton C. Hite,
aka Clifton Charles Hite

By: 
Carol Jacksen, Co-Personal Representative

Dated: September 26, 2016

By: 
Glen Clark, Co-Personal Representative

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

162 77776
SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, **Carol Jacksen and Glen Clark**, as Co-Personal Representatives for the Estate of **Charles Clifton Hite**, also known as **Clifton C. Hite**, also known as **Clifton Charles Hite**, the Grantor, does hereby grant, bargain, sell and convey unto **The Clifton C. Hite Trust, dated July 8, 2011**, the Grantee, whose current address is **671 Pine Street, Solvang, CA, 93463**, the following described premises, in **Minidoka County, Idaho**, TO WIT:

Township 8 South, Range 22 East of the Boise Meridian, Minidoka County, Idaho

Section 2: SW1/4 NW1/4

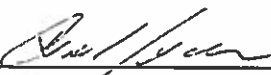
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Dated: September 26, 2016

Estate of Charles Clifton Hite, aka Clifton C. Hite,
aka Clifton Charles Hite

By: 
Carol Jacksen, Co-Personal Representative

Dated: September 26, 2016

By: 
Glen Clark, Co-Personal Representative

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

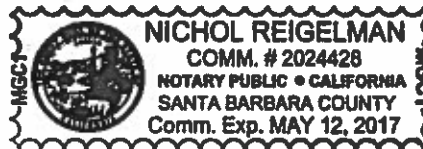
County of Santa Barbara)

On September 26, 2016, before me, Nichol Reigelman, Notary Public, personally appeared CAROL JACKSEN who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nichol Reigelman
NOTARY PUBLIC



(Seal)

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State of California)

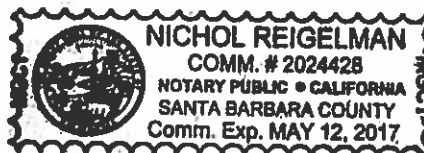
County of Santa Barbara)

On September 26, 2016, before me, Nichol Reigelman, Notary Public, personally appeared GLEN CLARK who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Nichol Reigelman
NOTARY PUBLIC



(Seal)

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Instrument # 537912

MINIDOKA COUNTY, RUPERT, IDAHO
10-03-2016 01:38:17 PM No. of Pages: 2
Recorded for: TITLEONE - BURLEY
PATTY TEMPLE Fee: \$13.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

1627776

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, Carol Jacksen and Glen Clark, as Co-Trustees for The Clifton C. Hite Trust, dated July 8, 2011, the Grantor, does hereby grant, bargain, sell and convey unto Western Mortgage & Realty Company, a Washington Corporation, the Grantee, whose current address is 6610 W. Court Street, Suite B, Pasco, WA, 99301, the following described premises, in Minidoka County, Idaho, TO WIT:

Township 8 South, Range 22 East of the Boise Meridian, Minidoka County, Idaho

Section 2: SW1/4 NW1/4

Section 3: Lots 1, 2, 3 and S1/2 N1/2

Together with all water and water rights under Nos. 36-16688 and 36-16686

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Dated: September 26, 2016

The Clifton C. Hite Trust dated July 8, 2011

By: 
Carol Jacksen, Co-Trustee

Dated: September 26, 2016

By: 
Glen Clark, Co-Trustee

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

16277776
SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, **Carol Jacksen and Glen Clark**, as Co-Trustees for **The Clifton C. Hite Trust**, dated July 8, 2011, the Grantor, does hereby grant, bargain, sell and convey unto **Western Mortgage & Realty Company, a Washington Corporation**, the Grantee, whose current address is **6610 W. Court Street, Suite B, Pasco, WA, 99301**, the following described premises, in **Minidoka County, Idaho**, TO WIT:

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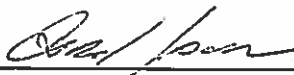
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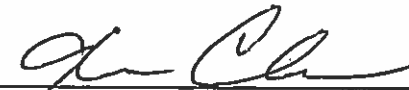
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Dated: September 26, 2016

The Clifton C. Hite Trust dated July 8, 2011

By: 
Carol Jacksen, Co-Trustee

Dated: September 26, 2016

By: 
Glen Clark, Co-Trustee

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State of California)

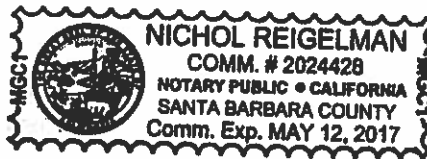
County of Santa Barbara)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nichol Reigelman
NOTARY PUBLIC



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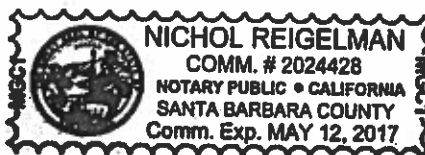
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Nichol Reigelman
NOTARY PUBLIC



(Seal)

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Instrument # 537913

MINIDOKA COUNTY, RUPERT, IDAHO
10-03-2016 01:38:17 PM No. of Pages: 1
Recorded for: TITLEONE - BURLEY
PATTY TEMPLE Fee: \$10.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

1627776

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, Carol Jacksen, Personal Representative for the Estate of Eugene Huston Hite, Jr., also known as Eugene Huston Hite, also known as Eugene H. Hite, Jr., the Grantor, does hereby grant, bargain, sell and convey unto Western Mortgage & Realty Company, a Washington Corporation, the Grantee, whose current address is 6610 W. Court Street, Suite B, Pasco, WA, 99301, the following described premises, in Minidoka County, Idaho, TO WIT:

Township 8 South, Range 22 East of the Boise Meridian, Minidoka County, Idaho

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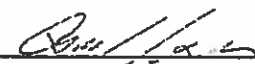
Section 3: Lots 1, 2, 3 and S1/2 N1/2

Together with all water and water rights under Nos. 36-16688 and 36-16686

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, that she is the Personal Representative of the owner 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 will warrant and defend the same from all lawful claims whatsoever.

Dated: September 26, 2016

Estate of Eugene Huston Hite, Jr., aka Eugene Huston Hite,
aka Eugene H. Hite, Jr.

By: 
Carol Jacksen, Personal Representative

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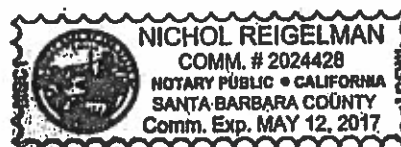
State of California)
County of Santa Barbara)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nichol Reigelman
NOTARY PUBLIC



(Seal)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

1627776

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

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Dated: September 26, 2016

Estate of Eugene Huston Hite, Jr., aka Eugene Huston Hite,
aka Eugene H. Hite, Jr.

By: *Carol Jacksen*
Carol Jacksen, Personal Representative

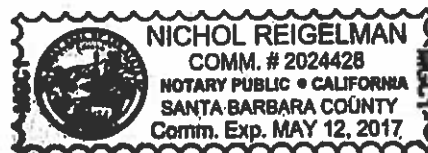
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State of California)
County of Santa Barbara)

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Instrument # 537914

MINIDOKA COUNTY, RUPERT, IDAHO
10-03-2016 01:38:18 PM No. of Pages: 1
Recorded for: TITLEONE - BURLEY
PATTY TEMPLE Fee: \$10.00
Ex-Officio Recorder Deputy Susan Aston
Electronically Recorded by Simplifile

16277776
SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, Buford S. Hite, Trustee of the Buford S. Hite Revocable Living Trust dated July 19, 2006, who acquired title as The Hite Family Trust, the Grantor, does hereby grant, bargain, sell and convey unto Western Mortgage & Realty Company, a Washington Corporation, the Grantee, whose current address is 6610 W. Court Street, Suite B, Pasco, WA, 99301, the following described premises, in Minidoka County, Idaho, TO WIT:

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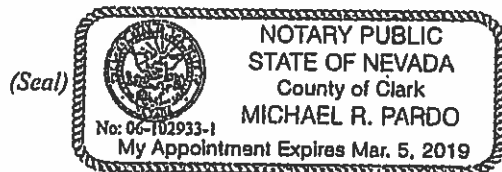
Dated: SEPT 29, 2016

The Buford S. Hite Revocable Living Trust,
dated July 19, 2006

By: Buford S. Hite
Buford S. Hite, Surviving Trustee

State of Nevada)
County of CLARK)

This instrument was acknowledged before me on SEPT 29, 2016, by BUFORD S. HITE as Trustee of the Buford S. Hite Revocable Living Trust dated July 19, 2006.



Michael R. Pardo
Signature of Notary Public

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
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16277776
SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

FOR VALUE RECEIVED, **Buford S. Hite**, Trustee of the Buford S. Hite Revocable Living Trust dated July 19, 2006, who acquired title as The Hite Family Trust, the Grantor, does hereby grant, bargain, sell and convey unto **Western Mortgage & Realty Company, a Washington Corporation**, the Grantee, whose current address is **6610 W. Court Street, Suite B, Pasco, WA, 99301**, the following described premises, in **Minidoka County, Idaho**, TO WIT:

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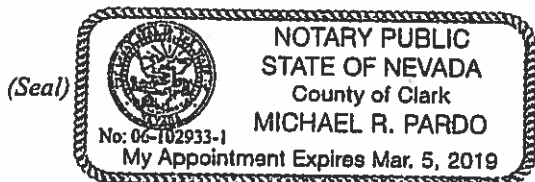
Dated: SEPT 29, 2016

The Buford S. Hite Revocable Living Trust,
dated July 19, 2006

By: Buford S. Hite
Buford S. Hite, Surviving Trustee

State of Nevada)
County of CLARK)

This instrument was acknowledged before me on SEPT 29, 2016, by BUFORD S. HITE as Trustee of the Buford S. Hite Revocable Living Trust dated July 19, 2006.



Michael R. Pardo
Signature of Notary Public



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 14, 2016

WESTERN MORTGAGE & REALTY CO
PO BOX 3110
PASCO WA 99302-3110

RE: Change of Ownership for Water Right Nos. 36-16686 and 36-16688

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). 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,

A handwritten signature in cursive script, appearing to read 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (16277776)



RECEIVED
OCT 05 2016
DEPT OF WATER RESOURCES
SOUTHERN REGION

October 4, 2016

Trish Fawcett
ID Dept. of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, ID 83301

RE: TitleOne File No. 16277776
Western Mortgage & Realty Company/Hite et al

Dear Trish:

Enclosed with this letter please find the following documents:

1. The original executed Notice of Change in Water Right Ownership.
2. Copies of four (4) recorded Warranty Deeds.
3. Land Title and Escrow, Inc. dba TitleOne's check no. 7579 payable to the Idaho Department of Water Resources in the amount of \$50.00 for the water transfer fee.

Please make the necessary changes in the records to show Western Mortgage & Realty Company as the new owner. Please send receipted copy to this office.

Should you have any questions, or if TitleOne may be of further assistance, please do not hesitate to contact this office.

Very truly yours,
TITLEONE

Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx