

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 04 2016

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?
45-13888	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: Colleen L. Barker & Steven L. Barker
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): George Kelley and/or JoAnn Kelley
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- Mailing address: PO Box 25 City: Albion State: ID ZIP: 83311
- Telephone: 208 312 0025 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):
- ☐ \$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: George Kelley Title, if applicable: _____ Date: 8-1-16
Signature of new owner/claimant
- Signature: JoAnn Kelley Title, if applicable: _____ Date: 8-1-16
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: DW Date: 8-4-2016 Receipt No.: 5035638 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: _____

**ALTA STANDARD OWNER'S POLICY
WESTCOR LAND TITLE INSURANCE COMPANY**

SCHEDULE A

Date of Policy: June 11, 2013 at 2:36 P. M.

Order Number: 50205

Policy Number: OP-6-3130998

Amount of Insurance: \$390,000.00

Premium: \$1,407.50

Address Reference: 750 South Main Street, Albion, ID 83311

1. Name of Insured: **GEORGE M. KELLEY and JOANN KELLEY**
2. The estate or interest in the Land that is insured by this policy is: **FEE SIMPLE**
3. Title is vested in: **GEORGE M. KELLEY and JOANN KELLEY,
husband and wife as community property with right of survivorship**
4. The Land referred to in this policy is described as follows:

**TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 6: Part of the SW¼SE¼, more particularly described as follows:

**Beginning at the South quarter section corner of said Section 6, said corner marked by a 5/8 inch rebar with a 3 inch cap on top; thence North 89°50'30" East along the South line of Section 6 for a distance of 462.00 feet; thence North 01°02'06" East parallel with the West line of the SE¼ for a distance of 700.21 feet to the Point of Beginning;
Thence South 89°51'43" West (South 89°51'24" West, rec.) for a distance of 0.70 feet to a ½ inch rebar;
Thence South 89°51'43" West (South 89°51'24" West, rec.) for a distance of 330.14 feet (330.00 feet, rec.) to a ½ inch rebar;
Thence South 89°51'36" West for a distance of 271.49 feet to a ½ inch rebar;
Thence North 01°34'13" East for a distance of 335.64 feet to a ½ inch rebar;
Thence North 89°50'30" East for a distance of 561.22 feet to a ½ inch rebar;
Thence North 89°50'30" East for a distance of 37.97 feet;
Thence South 01°02'06" West parallel with the West line of the SW¼SE¼ for a distance of 335.76 feet to the Point of Beginning.**

**LAND TITLE AND ESCROW, INC.
P.O. Box 177
211 West 13th Street
Burley, ID 83318**

Countersigned: 
Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

Tina Hanssen to close 2783524

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

RE-21
Rev. 1/00

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

George M Kelley and JoAnn Kelley, husband and wife
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
Blanton, County of Cassia
State of Idaho, commonly known as 750 So Main
legally described as: Tax # 9132 (S 1/2 S 1/2) 6-12-25 4.63 +/- acres

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Three Hundred Ninety Thousand Dollars
DOLLARS (\$ 390,000.00) payable as follows:

A. Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of Two Thousand Dollars (\$ 2,000.00)
evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or
paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by Land Title and Escrow for the benefit of the parties hereto,
and (Broker) shall hold the completely executed broker's copy of this agreement.

8. Balance of purchase price to be paid as follows: Cash at Closing - Purchase upon
contingency of loan approval by Buyer's lender.

Need a reading on the propane tank - Buyer will reimburse
Seller for gas in tank. Tank is leased with Kamgas.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of
If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal
patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and
easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any
liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

Taxes & Assessments
Title insurance (owners policy) - Closing fee at Land Title to be split
equally. Loan fees to be paid by Buyer.

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from
a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to
be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by
a title insurance company showing the condition of the title to said premises. The parties agree that Land Title & Escrow
Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot
be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved
said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and
Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other
remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Land Title & Escrow, Inc.
is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before Closing date, and taxes and water assessments (using the last
available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities
shall be prorated as of Closing date except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense

8. The parties agree that this agreement contains the following additional terms and conditions: Renters in home - need a
30 day notice to vacate. Buyer to notify Seller upon loan
approval & closing to occur no sooner than 40 days after loan approval

9. The following items of property now on the premises are specifically excluded from the sale:

(see attached)

The following items of personal property are specifically included in the sale:

(see attached)

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each
of the parties acknowledges reading this agreement in full.

Listing Agency: WA

Selling Agency: N/A

X George Kelley
BUYER

By

Buyer's Address

Buyer's Phone

On this date,

I/We hereby approve and accept the sale set forth in the above agreement and
agree to carry out all the terms thereof on the part of the Seller and the undersigned Seller further agrees to pay a commission of 2% %

Attachment to the Real Estate Purchase and Sale Agreement dated March 28, 2013

Item No. 9: The following items of property now on the premises are excluded from the sale:

- Microwave in the apartment

Items No 10: The following items of property now on the premises are included in the sale as follows:

Washer and Dryer in main house, Stackable Washer and Dryer in the apartment

Buyer to purchase from seller: 1) Refrigerator in main house for \$1,000, 2) Freezer for \$200.00, Refrigerator in apartment for \$200.00.

Additional terms and conditions: Seller to pay final payment in the approximate amount of \$185.00 to Raft River Rural Electric for the transformer.

Buyer:


George M. Kelley

JoAnn Kelley

Seller:


Steven I. Barker

Colleen J. Barker

SELLER PROPERTY DISCLOSURE FORM

SELLER'S NAME AND ADDRESS: Steven Barker

Section 55-2501, et seq., Idaho Code, requires Sellers of residential real property to complete a property condition disclosure form.

PURPOSE OF STATEMENT: This is a statement of the conditions and information concerning the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the Seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential buyer. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. It is not a warranty of any kind by the Seller or by any agent representing any Seller in this transaction. It is not a substitute for any inspections. Purchaser is encouraged to obtain his/her own professional inspections. Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, Sellers of such newly constructed residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1., 2. and 3.

1. Is the property located in an area of city impact, adjacent or contiguous to a city limits, and thus legally subject to annexation by the city? ☒ Yes ☐ No
2. Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city? ☐ Yes ☐ No
3. Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city? ☐ Yes ☐ No
4. All appliances and service systems included in the sale, (such as refrigerator/freezer, range/oven, dishwasher, disposal, hood/fan, central vacuum, microwave oven, trash compactor, smoke detectors, tv antenna/dish, fireplace/wood stove, water heater, garage door opener, pool/hot tub, etc.) are functioning properly except: (please list and explain)

5. Specify problems with the following:
 Basement water: _____
 Foundation: _____
 Roof condition and age: _____
 Well: (type) _____ problem: _____
 Septic system: (type) _____ problem: _____
 Plumbing: _____
 Drainage: _____
 Electrical: _____
 Heating: _____
6. Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, lot line disputes, etc.): _____

7. Are you aware of any hazardous materials or pest infestations on the property? none
8. Have any substantial additions or alterations been made without a building permit? none
9. Any other problems, including legal, physical or other not listed above that you know concerning the property?:
none

The Seller certifies that the information herein is true and correct to the best of Seller's knowledge as of the date signed by

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3. Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city? ☐ Yes ☐ No
4. All appliances and service systems included in the sale, (such as refrigerator/freezer, range/oven, dishwasher, disposal, hood/fan, central vacuum, microwave oven, trash compactor, smoke detectors, tv antenna/dish, fireplace/wood stove, water heater, garage door opener, pool/hot tub, etc.) are functioning property except: (please list and explain)

5. Specify problems with the following:
Basement water: _____
Foundation: _____
Roof condition and age: _____
Well: (type) _____ problem: _____
Septic system: (type) _____ problem: _____
Plumbing: _____
Drainage: _____
Electrical: _____
Heating: _____
6. Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, lot line disputes, etc.): _____

7. Are you aware of any hazardous materials or pest infestations on the property? none
8. Have any substantial additions or alterations been made without a building permit? none
9. Any other problems, including legal, physical or other not listed above that you know concerning the property?:
none

The Seller certifies that the information herein is true and correct to the best of Seller's knowledge as of the date signed by

State of Idaho
Department of Water Resources
Water Right License

45-13888

Water Service Area Boundary for Colleen J Barker

February 08, 2016



-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Taxlots

0 0.035 0.07 0.14 Miles





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

August 15, 2016

GEORGE KELLEY
JOANN KELLEY
PO BOX 25
ALBION ID 83311

RE: Change of Ownership for Water Right Nos. 45-13888

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,

Trish Fawcett
Technical Records Specialist

Enclosure(s)