



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

December 8, 2015

C.L. "BUTCH" OTTER
Governor

Virginia Anderson
PO Box 144
Mackay ID 83251

GARY SPACKMAN
Director

The "Notice of Change in Water Right Ownership" for 34-14258, 34-14262 & 34-14260 has been returned for the following reason(s):

**** Water Rights Withheld: According to the Warranty Deed submitted with your application the water rights withheld from the sale of the property you purchased. The department talked to you and you felt that was true. The department is returning your application unprocessed. A copy of this letter will be mailed to water district 34 for reference purposes only.

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 within 120 days of the change. Failure to do so could result in a \$100 late filing fee. 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.

If you have any questions please contact Jonie Barg at (208)525-7161.

If you believe this is an error please feel free to resubmit your application with additional evidence of ownership to the address below:

Idaho Department of Water Resources
Eastern Region
900 N Skyline Ste A
Idaho Falls ID 83402-1718

Respectfully submitted,

Jonie Barg
Technical Records Specialist

cc: Water District 34

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 20 2015

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?
34-14258	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14262	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14260	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Hendell Jew

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Virginia Anderson

New owner(s) as listed on the conveyance document

Name connector

☐ and

☐ or

☐ and/or

P.O. Box 144

Mackay

Id.

83251

Mailing address

City

State

ZIP

208-588-2539

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: Virginia Anderson

Signature of new owner/claimant

Title, if applicable

Date

11-17-15

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____

Norman E. and OR Virginia Helen Anderson, Husband and wife

the grantees, the following described premises, in Custer

County Idaho, to-wit:

Lot #-11, Wendell Tew Sub-division

No Water conveyed

Warrantee deed to be issued at completion of real estate contract; 1987

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they are the owner in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: September 23, 1977

STATE OF IDAHO, COUNTY OF

On this 30th day of October, 1977, before me a notary public in and for said State, personally appeared

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Idaho

Residing at
Comm. Expires

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of Virginia Anderson

at 12 minutes past 8:00 o'clock A m., this 12 day of April 2001, in my office, and duly recorded in Book of Deeds at page

Ethel M. Peck

Ex-Officio Recorder

By Barbara C. Budbue Deputy.

Fees \$ 3.00

Mail to:



INSTRUMENT No.

WARRANTY DEED

For Value Received

0222586

Wendell and Marjean Tew

the grantors, do hereby grant, bargain, sell and convey unto

Norman E. and OR Virginia Helen Anderson, Husband and wife

the grantees, the following described premises, in Custer

County Idaho, to-wit:

Lot #-11, Wendell Tew Sub-division

No Water conveyed

Warrantee deed to be issued at completion of real estate contract;1987

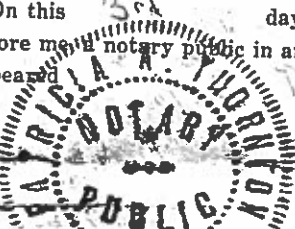
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they are the owner in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: September 23, 1977

STATE OF IDAHO, COUNTY OF

On this 3rd day of October, 1977, before me a notary public in and for said State, personally appeared



Norman E. Anderson
Virginia H. Anderson

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of Virginia Anderson

at 12 minutes past 8:00 o'clock A.M. this 12 day of April 2001, in my office, and duly recorded in Book of Deeds at page

**SAFECO TITLE INSURANCE COMPANY
OF IDAHO**

COMMITMENT FOR TITLE INSURANCE

Issued from the office of

CUSTER COUNTY TITLE, INC.

MAIN STREET
CHALLIS, IDAHO 83226

SAFECO TITLE INSURANCE COMPANY OF IDAHO, an Idaho corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance in ALTA Single Form Policy - 1970 coverages, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B, and the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, which Insured and said amount may be changed by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is further conditioned by the Conditions and Stipulations and Exclusions from Coverage of the basic form of the policy or policies committed to be issued. The examination of the public records made by Company as to the land set out in Schedule A was made wholly for determining the insurability of the title to said land and not for reporting on the condition of the record.

IN WITNESS WHEREOF, SAFECO Title Insurance Company of Idaho has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

COUNTERSIGNED:
CUSTER COUNTY TITLE, INC.

By: [Signature]



SAFECO TITLE INSURANCE COMPANY
OF IDAHO

W H Little

President

Bruce M. Jones
Secretary

SCHEDULE A

Order No. 3394
Page 2

1. Effective date: August 12, 1977, 8:00 A.M.

2. Policy or policies to be issued: (check)

(a) Owners () Purchasers (X) Lessees () Amount: \$ 10,962.00

Name of proposed Insured:

OR

NORMAN E. ANDERSON AND VIRGINIA HELEN ANDERSON, husband and wife.

(b) Mortgage Standard () Mortgage Extended () Amount: \$
Coverage Coverage

Name of proposed Insured:

3. The estate or interest in the land described in this commitment and covered herein is:
"fee simple"

4. Title to the estate or interest referred to herein is at the effective date hereof vested in:

WENDELL H. TEW AND MARJEAN A. TEW, husband and wife.

5. The land referred to in this Commitment is described as follows:

Lot 11, Wendell Tew Subdivision, filed February 13, 1975, as instrument No. 138916, records of Custer County, Idaho.

SCHEDULE B

Order No. 3394
Page 3

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment, including matters that may affect the title by reason of the proposed Insured acquiring title.
2. Rights or claims of persons in possession or claiming to be in possession, easements, liens or encumbrances including material or labor liens, which are not shown by the public records, reservations in patents or state grants, or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.*
3. Questions of location, boundary and areas, overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.*
4. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.*

*Paragraphs 2, 3 and 4 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed below:

5. General taxes for the year 1977, which are a lien, payable on or before December 20 of said year.

6. Charges under the Big Lost River Irrigation District.

7. General Power of Attorney from Norman E. Anderson to Virginia H. Anderson, recorded February 23, 1971, as instrument No. 130475, records of Custer County, Idaho.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company ~~will~~ assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.