

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 24 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?
29-328A ✓	Yes ☒	Yes ☐		Yes ☐	Yes ☐
~~29-328A~~ 29-14168	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ken & Donna Williams
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Richard & Lorry Baker
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 331 Downey ID 83234
Mailing address City State ZIP
(208) 221-4550
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: 2001/2002
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 # 29-328A

8. Signature: [Signature] [Signature] 24 Feb 2015
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 [Signature] Date 2-24-2015 Receipt No. E040666 Receipt Amt. \$100.00
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 [Signature] Processed by [Signature] Date 10/30/15

WARRANTY DEED

For Value Received **KENNETH MARK WILLIAMS** and **DONNA MARIE WILLIAMS**, Trustees of the **KENNETH MARK WILLIAMS FAMILY TRUST**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

ROBERT RICHARD BAKER and LORRY A. BAKER, HUSBAND AND WIFE

whose address is: P.O. Box 331, 272 East 100 North, Downey, Id 83434

Hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to-wit:

A PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

BEGINNING AT A POINT ON THE EAST LINE OF COUNTY ROAD LOCATED NORTH 89°42'18" EAST 333.90 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION; RUNNING THENCE NORTH 6°30'16" EAST 611.32 FEET ALONG SAID EAST LINE; THENCE SOUTH 82°45'00" EAST 660.00 FEET; THENCE NORTH 8°17'12" EAST 330.00 FEET TO AN EXISTING FENCE; THENCE SOUTH 82°45'00" EAST 540.96 FEET ALONG SAID FENCE; THENCE SOUTH 16°31'09" WEST 810.36 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°42'18" WEST 1067.51 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: June 6, 2001

Kenneth Mark Williams Trustee
KENNETH MARK WILLIAMS, TRUSTEE

Donna Marie Williams Trustee
DONNA MARIE WILLIAMS, TRUSTEE

STATE OF Idaho
)ss.
COUNTY OF BANNOCK

On this 06/06/2001, before me LINDA CHIVERS, personally appeared KENNETH MARK WILLIAMS, TRUSTEE AND DONNA MARIE WILLIAMS, TRUSTEE, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) ARE subscribed to the within instrument as TRUSTEES and acknowledged to me that THEY executed the same as such TRUSTEES.

Linda Chivers
Notary Public of Idaho
Residing at: POCA TELLO, Idaho
Commission Expires: 02/18/05

SCHEDULE A

1st Update

Order No.: P32171

Reference No.:

1. Commitment Date: **January 31, 2001**

at **02:00 PM**

2. Policy (or Policies) to be issued:

Policy Amount

Premium Amount

(a) **Owner's Policy** (

Form 1402-92)

Proposed Insured:

No credits applicable

Endorsements:

(b) **Loan Policy**

(Std Loan Policy (10/17/92) Form 1056-92)

\$ 16,000.00

\$ 236.00

Proposed Insured:

No credits applicable

IRELAND BANK, its successors and/or assigns as their respective interests may appear.

Endorsements:

(c)

(

)

Proposed Insured:

Endorsements:

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

KENNETH MARK WILLIAMS and DONNA MARIE WILLIAMS, Trustees of the KENNETH MARK WILLIAMS FAMILY TRUST by Trust Agreement dated the 17th day of April 1992.

4. The Land referred to in this Commitment is described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY OF A COUNTY ROAD LOCATED NORTH 89°47'46" EAST 476.32 FEET ALONG THE NORTH LINE OF SAID SECTION AND SOUTH 00°00'00" WEST 1726.80 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE SOUTH 82°45'00" EAST 660.00 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 08°17'12" WEST 330.00 FEET; THENCE NORTH 82°45'00" WEST 660.00 FEET TO SAID RIGHT OF WAY LINE; THENCE NORTH 08°17'12" EAST 330.00 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

According to the County Assessor's office, the above described property is commonly known as:

Bareground, Idaho

**VALID ONLY IF SCHEDULE B AND
COVER ARE ATTACHED**

ALTA Plain Language Commitment
Form No.: 1344-A (1982)
(P32171/P32171/4)

KENNETH M. WILLIAMS FAMILY TRUST
KENNETH & DONNA WILLIAMS
26132 SO. DOWNATA RD.
Downey, Idaho 83234

To Richard & Lorry Baker
Downey, Idaho 83234

With refrence to our Ernest Money Agreement on the property you purchased from us we have written up an agreement about the water from the Birch Creek Irrigation Ditch.

We followed your advice and went to the office of the FARM SERVICE AGENCY in Pocatello and requested a copy of our farm land. The map showed that your irrigated acrege is 7.4 acres on the south and our acrage 26.2 acres on the north. When we considered the water we confered to Justesons-to Jewkes we felt that we would transfer 1/4 of the water to you. So that is how it is written up on our agreement.

Copies of which is enclosed.

Kenneth & Donna Williams Trustees

KENNETH M, WILLIAMS FAMILY TRUST

AMENDMENT TO EARNEST MONEY AGREEMENT
BETWEEN KENNETH M. WILLIAMS FAMILY TRUST
AND RICHARD AND LORRY BAKER DATED JUNE 29, 2001

THE PARTIES AGREE THAT THIS AGREEMENT HAS THE

THE FOLLOWING
ADDITIONAL TERMS AND CONDITIONS: TOTAL ACREAGE
CONSISTING OF APPROXIMATELY SIX ACRES
INCLUDED IN OFFER, 1/4 OF 1/4 OF 1/6 OF THE FLOW
OF BIRCH CREEK IRRIGATION WATER.

STATE OF IDAHO
COUNTY OF BANNOCK

Kenneth M. Williams TRUSTEE

Dorcas B. Williams TRUSTEE

Richard Baker BUYER

Lorry Baker BUYER

ON THIS 28 DAY Aug. IN THE YEAR 2002,

KENNETH M WILLIAMS CO.

26132 SO DOWNATA RD.
DOWNEY ID. 83234



RICHARD & LORRY BAKER
272 Ea. 1st north
Downey, Idaho 83234



FRY TO TERRY S ALL 1ST AMERICAN TITLE CO. SHOWING CHANGES
FROM KENNETH & DONNA WILLIAMS - DOWNEY, ID.

152074 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. DO NOT SIGN THIS DOCUMENT UNLESS IT IS FULLY COMPLETED AND YOU COMPLETELY UNDERSTAND BOTH THE FRONT AND BACK OF IT.

IDAHO LAW PROHIBITS ANYONE OTHER THAN A LICENSED ATTORNEY FROM GIVING LEGAL ADVICE. THIS TRANSACTION WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

AGREEMENT. The undersigned buyer(s) agree to buy, and the undersigned seller(s) agree to sell, the property described below, at the price and terms described herein.

Buyer's Signature: Robert Richard O'Brien Date: 4-1-2001
Buyer's Signature: Spring Bohn Date: 4-1-2001
Seller's Signature: _____ Date: _____
Seller's Signature: _____ Date: _____

State of _____
County of _____

On this _____ day of _____, 199____, before the undersigned, a Notary Public, personally appeared _____, known to me to be the person(s) who signed this agreement 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 first above written.

Notary Public for _____ Residing at _____ My bond expires _____, 199____

SPECIFIC TERMS AND DETAILS OF AGREEMENT:

1 Legal Description: property consisting of approx 15 acres + on - containing rest from Baker's 40 existing North Boundary then South to Williams' 500 West - South Boundary line, then West to Marsh Valley Rd then North to Baker's South West Corner.
2 Property Address: MARSH VALLEY RD
3 City: Downey (City) Boise (County) ID (State)

4 Amount of Earnest Money: Five Hundred dollars
(\$ 500.00) Receipt Acknowledged by: _____

5 Form of Earnest Money: to be refunded at closing + all funds paid from 1031
6 Personal Check ☒ Cash ☐ Cash ☐ Promissory Note ☐ Other (Describe in "Additional Terms of Purchase")

7 Total Price of Property: \$ 800.00 Per Acre x 17.64 = \$ 14,112.00
(\$ 14,112.00)

8 Financing: ☒ Cash ☐ FHA ☐ VA ☐ UDA
☐ Conventional ☐ Assume Seller's Loan
☐ Seller Financing (Describe in "Additional Financing Terms", below)

9 Down Payment: N.A.
(\$ _____)

10 Additional Financing Terms: Purchase 12 m 1031 exchange handled by funds deposited as a 1031 Exchange with Pioneer 1031 Company - Boise, Idaho - Any costs involved with exchange to be paid by buyer

11 Contingencies: ☒ None (No Contingencies Apply)
Contingent on Financing: ☐ Yes ☐ No
Contingent on sale of buyer's home: ☐ Yes ☐ No
Other Contingency (Describe in "Additional Financing Terms"): ☐ Yes ☐ No
Maximum interest rate for Buyer's loan: N.A. %
Maximum number of points: N.A.
Seller is obligated to pay: N.A.
Maximum cost of lender's title to be paid by Seller: \$ N.A.
Property to remain on market: ☐ Yes ☒ No

12 Date of Closing: on or before June 29, 2001 Date of Possession: on closing

13 Closing to be performed by: First American Title Co. Pocatello

14 Title Insurance to be _____

15 Property Specifically EXCLUDED from Sale: Any & all oil, water & mineral rights.
Water Rights @ 1/8 OF 1/8 OF 1/4 OF 1/4

16 Property Specifically EXCLUDED from Sale: N.A.

17 Offer subject to Acceptance by (Date): _____ (Time): _____

18 Listing Broker: _____ Selling Broker: _____

19 Responsible Broker: _____ Amount of Commission: _____

20 AGENCY DISCLOSURE: At the time of signing this agreement the agent working with the buyer represented _____ and the agent working with the seller represented N.A. Each party signing this document certifies that prior written disclosure of agency was provided to him/her in this transaction. Each party in this transaction has read and understands the contents of the agency disclosure brochure previously received.

21 Parties to Transaction: Buyer's Names: Robert Richard + Larry A. Baker

Names: _____

Address: 272 East 100 North

City, State, Zip: Downey, Idaho 83234

Seller's Names: Kenneth + Donna Williams Family Tr.

Names: by: Kenneth + Donna Williams

Address: 26132 South Downey Rd.

City, State, Zip: Downey, Idaho 83234

22 Additional Terms of Purchase: Seller to pay for title insurance, pro-rated Taxes to closing, Buyer + Seller to split closing Agents fee, Document preparation, Recording fees, etc.

Buyer hereby accepts for a copy of this agreement with the seller's signature showing seller's acceptance of offer (OR agent certifies that the buyer's copy with seller's acceptance was sent to buyer via certified mail).

Signature: _____ Date: _____

The undersigned on the BACK of this _____ Buyer's _____ Seller's _____