

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
OCT 07 2015
DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
72-7526	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: Charlie Campbell; Dan Nutsch; Randy Somerville
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): David E. &/or Kathleen Burgess; David & Kathleen Burgess Living Trust, dtd 1993
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 47 A E 100 S Jerome ID 83338
Mailing address City State ZIP
- 208 324-1252 _____
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: May 15, 2012
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: David E. Burgess _____ 10/6/15
Signature of new owner/claimant Title, if applicable Date
- Signature: Kathleen Burgess _____ 10/6/15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by B. Walker Date 10/7/15 Receipt No. S035044 Receipt Amt. \$25.00
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 _____ Processed by _____ Date _____

RECEIVED

OCT 07 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

READ & APPROVED

DATE 5/15/12

David E. Burgess Trustee
Kathleen S. Burgess, trustee



HERE
SIGN

WARRANTY DEED

ATEC Order No.:140829

FOR VALUE RECEIVED

Dan C. Nutsch a single man and Charlie Campbell a single man and Randy Somerville a married man

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

David E. Burgess and Kathleen G. Burgess, Trustees or their successors in trust, under the David and Kathleen Burgess Living Trust, dated Dec. 21, 1993

whose current address is

47 A E. 100 S.
Jerome, ID 83338

the grantee(s), the following described premises, in Custer County, Idaho, TO WIT:

A parcel of land located in Section 32, Township 12 North, Range 15 East, Boise Meridian (unsurveyed) and being a portion of the patented mining claim "Idaho" which is located in the "Yankee Fork Mining District", said parcel being more particularly described as follows:

Commencing at corner #6 of Idaho Placer Patent Survey No. 2406, from which corner No. 5 of Idaho Placer Patent Survey No. 2406 bears North 02°40'00" East 723.86 feet; thence South 66°38'55" West for a distance of 166.79 feet; thence North 00°59'26" East for a distance of 370.39 feet; thence North 19°27'05" East for a distance of 53.41 feet; thence North 51°13'14" East for a distance of 60.51 feet to the TRUE POINT OF BEGINNING; thence North 36°03'14" West for a distance of 53.36 feet; thence North 17°10'54" West for a distance of 90.00 feet; thence North 28°02'52" East for a distance of 156.59 feet to a point in the approximate center of Ramey Creek; thence North 63°51'45" East along the approximate center of Ramey Creek for a distance of 96.96 feet, said point being located South 63°51'45" West 12.73 feet from Corner No. 5 of the Idaho Placer Patent Survey No. 2406; thence South 04°23'14" West for a distance of 287.95 feet; thence South 74°08'00" West for a distance of 83.81 feet to the TRUE POINT OF BEGINNING

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(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

At an accommodation and without charge, First American has provided this Real Estate Purchase and Agreement and a Seller Property disclosure Form for your consideration. First American makes no representation as to the content and sufficiency of the forms, nor has First American nor its employees given advice in connection therewith. Also, First American has not suggested the forms are appropriate or adequate for the purposes for which they will be used. First American suggests and you are urged to seek advice and assistance from real estate professionals, including Realtors and attorneys when using these forms.

REAL ESTATE PURCHASE AND SALE AGREEMENT (with Earnest Money Provision)

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

Stanley, Idaho Dated: 4-19-2012
Burgess L. L. L. C. (hereinafter called "Buyer") agreed to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "premises" located in Butter County of Idaho State of Idaho, commonly known as Lot 97-52 Spring Creek Rd legally described as See attached Survey dated 1/1/12

1. TOTAL PURCHASE PRICE IS Seventy-five thousand
DOLLARS (\$75,000.00) payable as follows:

A. Earnest Money

(a) Buyer hereby deposits and a receipt is hereby acknowledged of 0 Dollars (\$0.00) evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due or N/A 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 N/A for the benefits of the parties hereto, and Seller shall hold the completely executed copy of this agreement.

B. Balance of purchase price to be paid as follows: Cash at Close

C: All closing costs to be split by Buyer & Seller including title fees, closing fees and recording fees
2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 4/20/2012. 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: None

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 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 commitment for insurance made by a title insurance company showing the condition of the title to said premises. The parties agree that Adverse Title Company shall provide said title policy and commitment for insurance. 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.

8. The parties agree that this agreement contains the following additional terms and conditions: See Exhibit "A" attached

9. The following items of property now on premises are specifically excluded from the sale: Personal property, furniture, appliances, etc.

The following items of personal property are specifically included in the sale: Furniture, window treatments, windows, porches and original structure

10. All attached floor coverings, attached television-antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, waterheating apparatus and fixtures, attached fireplace equipment, awnings, cooling and heating systems, including built-in dishwashers and drop-in ranges, (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

11. If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefore within five (5) days after Seller's acceptance of this agreement.

12. Should the premises be materially damaged by fire or other causes, prior to closing the sale, this agreement shall be voidable at the option of the Buyer.

13. If Seller executes this agreement, and title to said premises is marketable and insurable and the Buyer fails, neglects or refuses to comply with the terms or any conditions of sale set forth within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money upon written request of the Seller shall be forfeited and Buyer's interest in the premises shall be immediately terminated. The holder of the Earnest Money as designated herein shall pay from the Earnest Money forfeited by the Buyer the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred by or on behalf of the Buyer and Seller in connection with this transaction. The payment by the holder of the earnest money as aforesaid shall not constitute a waiver of any other rights or remedies available to the Seller and/or holder of the earnest money.

14. In the event of default by either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

15. Unless expressly stated otherwise herein, this agreement is the final agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

16. Time is of the essence of this agreement.

17. Each of the parties acknowledges reading this agreement in full.

David D. Burger
Buyer David D. Burger

47 AR 1005 - Irons Ida 83338
Buyer's Address

Kathleen D. Burger
Buyer Kathleen D. Burger

208-324-1252
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 terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of the agreement with the complete legal description of the premises inserted and signed by both parties.

FE 7 4/21/12
Seller David C. Nisich

445 Shadetree Trail ID 83301
Seller's Address 208-731-4450

Cheryl E. Campbell 4-21-12
Seller Cheryl E. Campbell

HC 68 BOX 351 Clayton ID 83227
Seller's Phone 208-838-3024

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 20____.

RECEIVED

OCT 19 2015

DEPT OF WATER RESOURCES
SOUTHERN REGION

245666

Custer County Reg. of

Albion Title

Time *12:11 P* M Date *6-1* 20*12*

Barbara C. Tierney, Clerk

Barbara C. Tierney
Deputy

13

WARRANTY DEED

ATEC Order No.: 140829

FOR VALUE RECEIVED

Dan C. Nutsch a single man and Charlie Campbell a single man and Randy Somerville a married person

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

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47 A E. 100 S.
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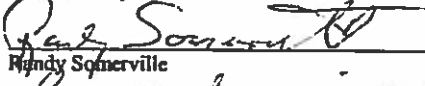
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

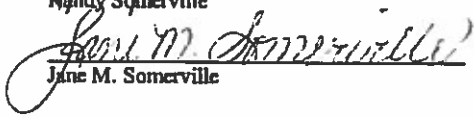
245666

Dated: 5/14/12

 Dan C. Nutsch


 Charlie Campbell


 Randy Somerville


 Jane M. Somerville

 State of Idaho) ss
 County of Ada

On this 14 day of May, 2012, before me, Gina Haynes, a Notary Public in and for said state, personally appeared Dan C. Nutsch known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

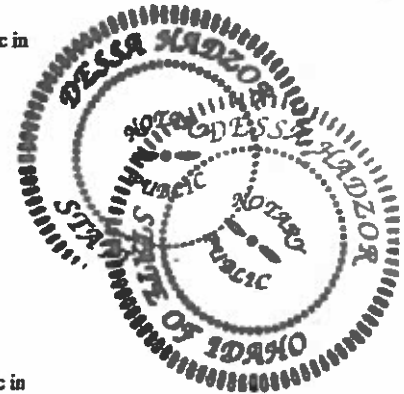
Gina Haynes
 Notary Public for the State of Idaho
 Residing at: Guthrie Falls
 Commission Expires: January 13, 2017

GINA HAYNES
 NOTARY PUBLIC
 STATE OF IDAHO

 State of Idaho) ss
 County of Custer

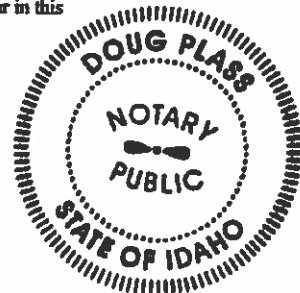
On this 16 day of May, 2012, before me, Dessa Hadzor, a Notary Public in and for said state, personally appeared Charlie Campbell known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Dessa Hadzor
 Notary Public for the State of Idaho
 Residing at: Clairton
 Commission Expires: 10-3-2014


 State of Idaho) ss
 County of Custer

On this 16 day of May, 2012, before me, Doug Plass, a Notary Public in and for said state, personally appeared Randy Somerville and Jane M. Somerville, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

Doug Plass
 Notary Public for the State of Idaho
 Residing at: Stanley ID
 Commission Expires: 9/21/2017





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 19, 2015

DAVID & KATHLEEN BURGESS LIVING TRUST
47A E 100 S
JEROME ID 83338

RE: Change of Ownership for Water Right Nos. 72-7526

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, reading "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: Randy Somerville
Dan Nutsch



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 13, 2015

DAVID & KATHLEEN BURGESS LIVING TRUST
47A E 100 S
JEROME ID 83338

Re: Change in Water Right Ownership for Water Right 72-7526

Dear Mr. and Mrs. Burgess :

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

☐ **Filing Fee** of \$25 per water right

☒ **Evidence of Water Right Ownership:** A complete copy of your Warranty Deed that includes the signatures of the sellers.

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending its receipt. If we do not receive it within 30 days, we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in water rights ownership and/or mailing address to the Department within 120 days of the change. Failing to report these changes could result in a \$100 late filing fee. Please feel free to contact this office if you have any questions.

Sincerely,

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

Trish Fawcett
Technical Records Specialist