

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 29 2015

DEPARTMENT OF
WATER RESOURCES

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?
74-00861H	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: Christine & James Casterson
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Laurie Ellen Barrett
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 24 Red Rock Stage Rd Salmon ID 83467
Mailing address City State ZIP
- 208-530-5357 jackiebarrett88@yahoo.com
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: December 1, 1989
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: Jackie Barrett _____ 7-29-15
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 df Date 6-29-15 Receipt No. C600683 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 gmk Date 9-22-15

Attn: Jean Hersley

Fax # 208-287-6700

3 pages including coversheet

From : Jackie Bixler for Ownership Change
for Laurie Ellen Barrett
-208-520-5857
-Jackiebarrett88@yahoo.com

WARRANTY DEED

For Value Received

ROY L. BISSON AND LOIS I. BISSON, husband and wife

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

CALVIN R. BARRETT AND LAURIE E. BARRETT, husband and wife

whose current address is

Rt. 1, Box 66A
SALMON, ID 83467

the grantees, the following described premises, in LEMHI County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantees, that they are the owners 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: DECEMBER 1, 1989

Roy L. Bisson
ROY L. BISSON

Lois I. Bisson
LOIS I. BISSON

STATE OF IDAHO, COUNTY OF LEMHI
On this 1st day of DEC. , 1989,
before me, a notary public in and for said State, personally
appeared

ROY L. BISSON AND LOIS I.
BISSON, husband and wife

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

LAURIE E. BARRETT Notary Public
Residing at SALMON, Idaho
Comm. Expires 6-19-1995

State of Idaho } ss No. 204425
County of Lemhi }

This instrument was filed for record at
the request of American Land Title
at 3:14 o'clock P. M. 12-4 1989
and duly filed and indexed in the
records of Lemhi County

Alberta Frederick
Ex-Officio Recorder

Terrell J. Martin Deputy
yes: 625

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SW1/4NW1/4, SECTION 3, T. 20 N. R. 23 E., B.M., LEMHI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3, A DISTANCE OF 386.19 FEET ON A BEARING OF N. $3^{\circ} 34' 48''$ E. TO A POINT ON THE NORTH SIDE OF A COUNTY ROAD; THENCE N. $35^{\circ} 59' 52''$ E. 270.71 FEET TO THE REAL POINT OF BEGINNING.

THENCE N. $35^{\circ} 59' 52''$ E. 387.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF IDAHO STATE HIGHWAY NO. 28;

THENCE S. $54^{\circ} 14' 10''$ E. 555.72 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE WEST SIDE OF A LANE;

THENCE S. $38^{\circ} 56' 48''$ W. 411.43 FEET ALONG SAID LANE;

THENCE N. $51^{\circ} 46' 32''$ W. 534.95 FEET TO THE REAL POINT OF BEGINNING.

INCLUDING: THE FOLLOWING DESCRIBED ACCESS EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S. $54^{\circ} 14' 10''$ E. 16.80 FEET ALONG SAID RIGHT-OF-WAY TO THE EAST SIDE OF A LANE;

THENCE S. $38^{\circ} 39' 34''$ W. 412.13 FEET ALONG THE EAST SIDE OF SAID LANE;

THENCE N. $51^{\circ} 45' 42''$ W. 18.84 FEET TO THE REAL POINT OF BEGINNING.



SOLAS, CLARENCE R

WM E

HAWKEY, JIM

CASPER, JOHN M

NOONER, MICHAEL DEAN

WITH STEVE

NOONER, MICHAEL DEAN

BARRETT, GARY

BARRETT, GARY

BARRETT LAURIE E

BARRETT, GARY

BARRETT, GARY

BARRETT, LAURIE ELLEN

AMILY TRUST 200

Rock Stage Rd

WILSON, JIM

WILSON, JIM

CASTERSON, JAMES S

SOUTHWELL, GARY LEE

STEPHENSON, THOMAS R

MONTGOMERY PROPERTIES LLC

JAKOVAC, JACK P

LUTERO FAMILY TRUST

STEPHENSON, THOMAS R

GLENNEY, ROBERT P

GLENNEY, P

TRIPLE S RANCH, LLC

MUNNING, NICHOLAS A

TAYLOR, PHILLIP EDWARD

State Hwy 28

4.3A
861D

861D

Mark S. Freeman
FOLEY FREEMAN, PLLC
Attorneys at Law
953 S. Industry Way
P.O. Box 10
Meridian, Idaho 83680
Telephone: (208) 888-9111
Facsimile: (208) 888-5130
ISB 3074

Attorneys for Applicant

STATE OF IDAHO
COUNTY OF LEMHI
I, TERRY J. MORTON, CLERK OF THE DISTRICT COURT
OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF LEMHI DOE HEREBY
CERTIFY THAT THE PROCEEDING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
IN WITNESS WHEREOF I HAVE HERE UNTO SET MY HAND
AND AFFIXED MY OFFICIAL SEAL THIS 11th DAY
OF March YEAR 2015
BY Terry J. Morton CLERK DEPUTY

FILED ON

MAR 11 2015

LEWIS & CLARK MAGISTRATE

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

In the Matter of the Estate of) Case No. CV2015-63
)
LAURIE ELLEN BARRETT,)
)
Deceased.) LETTERS TESTAMENTARY
)
)
)

1. Jackie Lorraine Bixler was duly appointed and qualified as general Personal Representative of the estate of the above-named decedent on the 11th day of March, 2015, by the Court with all authority pertaining thereto.
2. Administration of the estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative or special administrator.

WITNESS, my signature and the Seal of this Court, this 11th day of March, 2015.

Stephen C. [Signature]
MAGISTRATE JUDGE

LETTERS TESTAMENTARY

COPY

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from all incumbrances

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

Dated: DECEMBER 1, 1989

Roy L. Bisson
ROY L. BISSON

Lois I. Bisson
LOIS I. BISSON

STATE OF IDAHO, COUNTY OF LEMHI
On this 1st day of DEC. , 1989,
before me, a notary public in and for said State, personally
appeared

ROY L. BISSON AND LOIS I.
BISSON, husband and wife

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Laurie M. Santee Notary Public
Residing at SALMON, Idaho
Comm. Expires 6-19-1995

State of Idaho }
County of Lemhi } ss No. 204425
This instrument was filed for record at
the request of American Land Title
Co. 3:14 o'clock P. M. 12-4 1989
and duly filed and indexed in the
records of Lemhi County
Alberia Macerriok
Ex-Officio Recorder
L. Santee Deputy

Furnished by the AMERICAN LAND TITLE CO., Pocatello, Idaho

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THENCE S. $38^{\circ} 39' 34''$ W. 412.13 FEET ALONG THE EAST SIDE OF SAID LANE;

THENCE N. $51^{\circ} 45' 42''$ W. 18.84 FEET TO THE REAL POINT OF BEGINNING.

ESCROW AGREEMENT

BILL ALLEN ESCROW
533 Main Street-Box 1227
Salmon, Idaho 83467
208-756-2714

ESCROW NO. 1229

The undersigned ROY L. BISSON and LOIS I. BISSON, husband and wife,
hereinafter called "Grantor" and CALVIN R. BARRETT and LAURIE E. BARRETT, h/w
hereinafter called "Grantee" herewith deliver to you in escrow the documents and property
hereinafter described, to be held and disposed of by you in accordance with the instructions
and upon the terms hereinafter set forth, and not otherwise, to all of which the undersigned
hereby agree.

Said documents and property are described as follows:

1. Deed of Trust
2. Promissory Note
3. Escrow Agreement
- 4.
- 5.
- 6.

You are hereby authorized and directed to deliver the above described documents and
property to the Grantee upon payment to you for the Grantor the sum of \$ 12,500.00
principal, and interest on the unpaid balance thereof at the rate of 9 1/2 % per annum, from
Dec. 1 19 89 to be paid in accordance with the terms of the Promissory Note,
a copy of which is attached to this Escrow Agreement.

In accepting this collection, this escrow agent assumes only to use ordinary diligence in
keeping the instruments and/or any other documents received by it. It is understood and
agreed that Agent shall act only as a receiver of money voluntarily paid on the above described
items which shall be distributed in accordance with the above instructions, and that Agent as-
sumes no duty nor responsibility in respect to notice, demand, notice of non-payment, protest,
notice of protest, suit, probate, or bankruptcy claim, statutes of limitation, taxes, insurance
premiums, assessments, liens or endorsements heretofore made. PROVIDED HOWEVER, That a letter
of Demand for payment of the above stated amount will be issued by Agent on the request of
the Grantor hereunder. Grantee agrees to pay the cost of said Letter of Demand.

Charges:

Set up fee: \$ 85.00 Disbursement fee: \$ 4.00 (x) monthly () annual () semi
annual
Paid by: () Buyer () Seller (x) Split

This Agent, in accepting payments under this collection arrangement assumes no responsi-
bility for the procurement, execution, or delivery of any instruments, documents, or other
property to which the payer may be entitled upon completion of payments, or otherwise. It
is understood that Agent is acting only in the capacity of collection agent, and as such
assumes no responsibility for any representation made in any negotiation resulting in the
execution of the above mentioned instruments or documents.

The escrow holder shall not be responsible for determining the actual fact of default
and the grantor shall hold Bill Allen Escrow harmless from any claim, or demand of the grantee
in the event of such delivery to the grantor and the grantor shall also hold the escrow holder
harmless from any loss or damage it may sustain in the form of attorney fees, court costs
or damages awarded by any court of law for complying with the terms of the escrow agreement.

It is understood and agreed that the initial escrow fees and collection fees are
for the collection and distribution of payments and do not include any additional work in
connection with this escrow. There will be additional charge for any additional work done
in this escrow.

The escrow holder is granted a fee lien on all escrow documents and property and all
funds received by said escrow holder, and said escrow holder shall be under no obligation
to release any of said documents or disburse any funds until said lien is discharged. Any-
thing herein contained to the contrary notwithstanding.

It is further agreed that this instrument contains the entire agreement between
the escrow holder and the undersigned or any of them, and that the escrow holder shall not
be liable for loss or damage not caused by escrow holder's own negligence or wilful mis-
conduct.

All funds collected on this escrow shall be distributed as follows:

1. The payment of all escrow fees charged and expenses of the Escrow Agent incident to this account.

2. The balance to be remitted to the Grantor at the following address: _____

OR any other address subsequently furnished by the Grantor, entitled to receive funds collection on this escrow.

Bank Account No. _____ Name of Bank _____

3. Notice shall be sent to Grantor at the Grantor's address as follows: _____

4. Notice shall be sent to the Grantee at the Grantee's address as follows: _____
Rt 1, Box 66A, Salmon, ID 83467

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seal, this _____ day of Dec. _____, 198⁹

Roy L. Bisson
ROY L. BISSON
Social Security No. 518 03 2837

Lois I. Bisson
LOIS I. BISSON
Social Security No. 518 52 0947

Social Security No. _____

Social Security No. _____

"GRANTORS"

Calvin R. Barrett
CALVIN R. BARRETT
Social Security No. 518 46 8876

Laurie E. Barrett
LAURIE E. BARRETT
Social Security No. 528 92 1970

Social Security No. _____

Social Security No. _____

"GRANTEES"



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 22, 2015

LAURIE E BARRETT
24 RED ROCK STAGE RD
SALMON, ID 83467

Re: Change of Ownership for Water Right/Permit No(s): 74-861H

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report 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 § 42-222 and §42-223, Idaho.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

Hersley, Jean

From: Hersley, Jean
Sent: Wednesday, September 16, 2015 12:05 PM
To: 'jackiebarrett88@yahoo.com'
Subject: Ownership change for Laurie Ellen Barrel 74-861H

The Department of Water Resources has received your request for a change in ownership for the above mentioned water right. The Department requires a conveyance document- warranty deed, quitclaim deed, etc., that includes the legal description of the property conveyed. An Escrow agreement is not sufficient evidence of ownership. Please send the requested documents to the Department within 30 days. If the Department does not receive the requested documents within 30 days, your request will be returned unprocessed. You can send the documents by responding to this email, faxing to my attention to 208-287-6700 or send to: IDWR, PO Box 83720, Boise, Idaho 83720-0098. If you have any questions, please contact me at the number below. Thank you.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*