

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 13 2014

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
45-10102	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
45-10102	Yes ☐		Yes ☐		Yes ☐
45-14458	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: L & S Land Holdings
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Randy and/or Trish Brown
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|-----------------------------|-----------------|--------------|--------------|
| <u>4504 East 3195 North</u> | <u>Murtaugh</u> | <u>Idaho</u> | <u>83344</u> |
| Mailing address | City | State | ZIP |
| <u>208-432-5510</u> | | | |
| 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 described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: Randy Brown Title, if applicable _____ Date May 9, 14
- Signature: Trish Brown Title, if applicable _____ Date May 9, 14
- Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 5.13.2014 Receipt No. 5034010 Receipt Amt. \$100-

Approved by _____ Processed by _____ Date _____

SUPPORT DATA

45-10102

1 **TWIN FALLS COUNTY**
2 RECORDED FOR:
3 LAND TITLE AND ESCROW - TWIN
4 11:33:44 AM 05-12-2014

5 **2014007645**

6 NO. PAGES 2 FEE: \$13.00

7 **KRISTINA GLASCOCK**
8 **COUNTY CLERK**

9 **DEPUTY: BH**
10 Electronically Recorded by Simplifile

11 **WARRANTY DEED**

12 **THIS INDENTURE**, made this 12th day of June 2013, between **MARGIE**
13 **JEAN GENTRY PERRY**, a single person, in care of Mike Perry of 2025 Chippewa Place,
14 Boise, ID 83709 ("**GRANTOR**"), and **RANDY BROWN** and **TRISH BROWN**, husband
15 and wife, whose address is 4504 East 3195 North, Murtaugh, ID 83344 ("**GRANTEE**").

16 **WITNESSETH:**

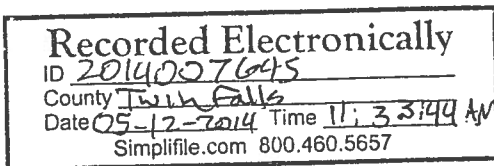
17 The Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money
18 of the United States of America, and other good and valuable consideration, to the Grantor in
19 hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted,
20 bargained, and sold and by these presents does grant, bargain and sell, convey and confirm
21 unto the Grantee, and to the heirs and assigns of Grantee forever, all of the following
22 described real estate situated in the County of Twin Falls, State of Idaho, to-wit:

23 Township 11 South, Range 19 East of the Boise Meridian, Twin Falls County,
24 Idaho

25 Section 25: S½N½SW¼

26 **SUBJECT TO:** The road right-of-way on the west side of the property, taxes, levies
and assessments, assessments of the Southwest Irrigation District, rights of way for ditches,
tunnels and telephone transmission lines.

TOGETHER with all and singular the tenements, hereditaments, Waste Water Right
No. 45-10102 and appurtenances thereunto belonging or in anywise appertaining, the
reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all
WARRANTY DEED - 1



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WARRANTY DEED

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THIS INDENTURE, made this 12th day of June 2013, between **MARGIE JEAN GENTRY PERRY**, a single person, in care of Mike Perry of 2025 Chippewa Place, Boise, ID 83709 ("**GRANTOR**"), and **RANDY BROWN** and **TRISH BROWN**, husband and wife, whose address is 4504 East 3195 North, Murtaugh, ID 83344 ("**GRANTEE**").

WITNESSETH:

The Grantor for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain and sell, convey and confirm unto the Grantee, and to the heirs and assigns of Grantee forever, all of the following described real estate situated in the County of Twin Falls, State of Idaho, to-wit:

Township 11 South, Range 19 East of the Boise Meridian, Twin Falls County, Idaho

Section 25: S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$

SUBJECT TO: The road right-of-way on the west side of the property, taxes, levies and assessments, assessments of the Southwest Irrigation District, rights of way for ditches, tunnels and telephone transmission lines.

TOGETHER with all and singular the tenements, hereditaments, Waste Water Right No. 45-10102 and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all

WARRANTY DEED - 1

estate, right, title and interest in and to said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

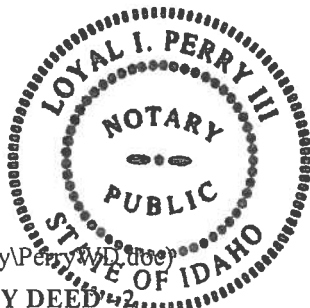
IN WITNESS WHEREOF, the Grantor has executed this Deed the day and year first above written.

GRANTOR


MARGIE JEAN GENTRY PERRY

STATE OF IDAHO)
) ss
County of Ada)

On this 12 day of June in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGIE JEAN GENTRY PERRY**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.




Notary Public for Idaho
Residing at: Boise, ID
Comm. Exp.: 4-8-15

(BrownRandy\Perry\W.D.doc)
WARRANTY DEED 15-42

(Optional) Recorded ☐ Platted ☐ Key Punched ☐ To Treasurer ☐
 Microfilmed ☐ Deed Card ☐ Master File ☐
 Indexed ☐ Compared ☐ Abstracted ☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

of Twin Falls County of A.L. Marjorie Gentry, a widow GRANTOR(S)
 hereby CONVEYS or GRANTS and WARRANTS TO Twin Falls State of Idaho

of Boise County of Margie Jean Gentry Perry GRANTEE(S)
 for the sum of Ten and no/100 ----- Dollars (\$10.00)
 the following described tract(s) of land in Twin Falls County, State of Idaho:
 S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 25 Township 11 South Range 19 East of the
 Boise Meridian

937.606
 State of Idaho
 Co. of Twin Falls
 hereby certify that
 this instrument is
 recorded as required
 by law.
 APR 1 1987
 In my office and recorded
 in Book _____ of
 the _____
 County of _____
 State of Idaho
 Fee \$ _____ Deputy
 return to _____
 919603

Location of above described property _____
 House No. _____ Street _____
 WITNESS the hands of said Grantors this First _____ day of April A.D. 1987

(NOTARY SEAL)
 State of Idaho } ss On the 1st day of April A.D. 1987
 County of _____
 personally appeared before me A.L. Marjorie Gentry
 the signer(s) of the within instrument, who duly acknowledged to me that She executed the same.
 Residing at: Twin Falls

 (NOTARY PUBLIC)
 My Commission expires: Life

MAIL DEED TO:

MARGIE JEAN PERRY

9440 COLLEEN DR.

BOISE, IDAHO 83709

MAIL TAX NOTICE TO: Same

Name

Address

City & State

Zip

No. _____

WARRANTY DEED

—TO—

Dated _____, 19__

STATE OF IDAHO

County of _____ } ss.

I hereby certify that this instrument was
filed for record at request of _____

at _____ minutes past _____
o'clock _____ M., this _____ day
of _____, A.D. 19__
in my office, and duly recorded in Book _____
of _____ at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees, \$ _____

RECEIVED

JUL 08 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

LEASE AGREEMENT

Marjorie Jean Perry of 9440 Coleen Drive, Boise ID, 83709, the LESSOR, hereby remise, release and let to Randy Brown, 4398 East 2900 North, Murtaugh, ID 83344, the LESSEE, Executors, administrators and assigns, all those premises situate, lying and being in the County of Twin Falls and State of Idaho. And particularly described as follows, to wit:

S½ N½ SW¼ Section 25, Township 11 South Range 19 East Boise Meridian, Twin Falls County, Idaho

TO HAVE AND TO HOLD the said premises, together with appurtenances, unto the said LESSEE, executors, administrators and assigns, from March 1, 2010 for and during and until October 1, 2012 a term of three (3) years.

And the said LESSEE covenants and agrees to pay to said LESSOR, heirs, executors, administrators and assigns as rental for said premises, the sum of ~~One Hundred Dollars (\$100)~~ for every acre farmed each year, payable the 1st day of May, 2010 for the three (3) year period beginning the 1st day of March, 2010. The LESSEE letting the LESSOR know at least 30 days prior to the 1st of March, 2010 as to the Agriculture Stabilization and Conservation Service (ASCS) measured acres on which payment is to be made - currently at 40 acres.

LESSEE covenants and agrees that if said rent above reserved or any part thereof shall be unpaid for 30 days after the same shall become due; or if default in any of the covenants herein contained to be kept by tenant is not cured within 60 days from written notice; or if LESSEE shall vacate such premises, LESSOR may elect, without notice or legal process, to re-enter and take possession of said premises and every and any part thereof and re-let

Initials

Initials

the same and apply the net proceeds so received upon the amount due or to become due under this lease, and LESSEE agrees to pay any deficiency.

LESSOR shall be responsible for payment of all real estate property taxes due or to become due on the said premise noted above.

Additional Terms and Conditions:

LESSEE agrees that the above-described premise is to be used for farming.

LESSEE further agrees that the ground will be cared for by yearly crop rotation.

LESSEE further agrees that he will be responsible for weed control on the land utilized.

LESSEE further agrees that he will mail to LESSOR, IRS form 1099 MISC by January 31st of each year.

LESSOR and LESSEE both mutually agree that if water for the premise above described is obtained, other than the water of the LESSEE that is being used on the property currently, the price per acre will be renegotiated.

If at any point the LESSOR decides to sell said land to any other than family members, the LESSOR gives LESSEE First Right of Refusal for purchase of said land, legal description described above.

Randy Brown

Randy Brown

LESSEE

Marjorie Jean Perry

LESSOR

Notary _____

Residing at:

My Commission Expires:

Notary _____

Residing at:

My Commission Expires:

CONSENT TO PERMISSIVE USE OF WATER

RECEIVED
JUL 08 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

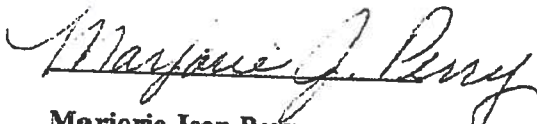
TO: Randy Brown and Tricia Brown
4398 East 2900 North
Murtaugh,, ID 83344

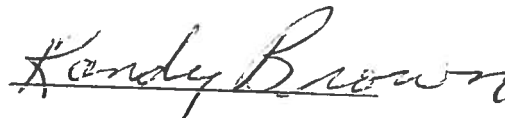
RE: IDWR Transfer 70409 ONLY (Not to be construed as pertaining to 45-10102)

The undersigned, as Lessor, of the S1/2 N1/2 SW1/4, Section 25, Township 11 South, Range 19 East Boise Meridian, Twin Falls County, Idaho, does hereby consent that the water utilized on said real estate is owned by Randy Brown and Tricia Brown and is utilized on the above land by consent of the undersigned with the express understanding that if Rand Brown and Tricia Brown do not lease the ground that they may transfer the water off of the ground and it does not in any way become appurtenant to the described real estate, provided, however Randy Brown and Tricia Brown agree to Quitclaim the waste water rights under 45-10102 (.4cfs and 40 acres) to Marjorie Jean Perry for use specifically on her property S1/2 N1/2 SW 1/4, Section 25 Township 11 South, Range 10 East Boise Meridian, Twin Falls County, Idaho.

It is further understood that a copy of this letter will be provided to the Idaho Department of Water Resources.

DATED this 26th day of April, 2006


Marjorie Jean Perry


Randy Brown

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JUL 08 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

CONTRACT OF SALE

AGREEMENT MADE this _____ day of June 2013, by MARJIE JEAN GENTRY PERRY, a single person, in care of Mike Perry of 2025 Chippewa Place, Boise, ID 83709 ("SELLER") and RANDY BROWN and TRISH BROWN, husband and wife, of 4504 East 3195 North, Murtaugh, ID 83344 ("BUYER").

1. PURCHASE AND SALE: Buyer agrees to buy and Seller agrees to sell the following real estate in Twin Falls County, Idaho, to-wit:

Township 11 South, Range 19 East of the Boise Meridian, Twin Falls County, Idaho

Section 25: S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$

2. PURCHASE PRICE: The purchase price for the property shall be ~~\$130,000.00~~ cash at closing.

3. CLOSING: Closing shall take place at Land Title and Escrow, Inc., 1411 Falls Avenue, Suite 1311, Twin Falls, ID 83301, on the _____ day of June 2013.

4. CONVEYANCE: The Seller shall convey the property to the Buyer by a Warranty Deed free and clear of all liens and encumbrances excepting accruing taxes, levies and assessments, assessments of the Southwest Irrigation District, rights-of-way for ditches constructed by the authority of the United States as granted to the United States under provisions of Section 58-604, Idaho Code, and a twenty-five foot right-of-way on the west of said property.

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4 5. **CLOSING EXPENSES**: The Buyer shall pay all closing expenses including
5 that of the Escrow Agent, recording and Title Insurance premium.

6 6. **TITLE INSURANCE**: The Seller shall furnish to the Buyer a Policy of Title
7 Insurance showing merchantable title in the Buyer subject only to the exceptions listed on
8 the Deed and the usual printed exceptions of the Title Policy. The premium shall be paid for
9 by the Buyer.
10

11 7. **EXISTING LEASE**: The Buyer has been leasing the property from the Seller
12 and the Lease is in all respects not in default and the conveyance shall be subject to the rights
13 of such Lease of the Buyer.

14 8. **WATER**: Waste Water Right No. 45-10102 shall be conveyed to the Buyer. It
15 is understood and agreed that other water that may have been used on the property is
16 property of the Buyer as evidenced by a Consent to Permissive Use of Water dated April 26,
17 2006.
18

19 9. **OBLIGATIONS OF THE PARTIES**: Prior to closing the Seller shall deposit
20 the Deed with the closing agent and the Buyer shall deposit the purchase price. Upon
21 closing the escrow agent will be instructed to disburse the purchase price to the Seller at the
22 address in the opening paragraph of this Contract.
23

24 10. **ATTORNEY FEES**: The prevailing party in any action arising under this
25 Agreement shall be entitled to reasonable attorney fees and costs in addition to all other
26 relief afforded by the court.

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11. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties and all prior negotiations, representations or agreements are deemed merged herein.

IN WITNESS WHEREOF the parties have executed this Agreement effective the day and year first above written.

SELLER

MARGIE JEAN GENTRY PERRY

BUYER

RANDY BROWN

TRISH BROWN

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STATE OF IDAHO)
) ss
County of Ada)

On this _____ day of June in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGIE JEAN GENTRY PERRY**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

STATE OF IDAHO)
) ss
County of Twin Falls)

On this _____ day of June in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **RANDY BROWN** and **TRISH BROWN**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for Idaho
Residing at: _____
Comm. Exp.: _____

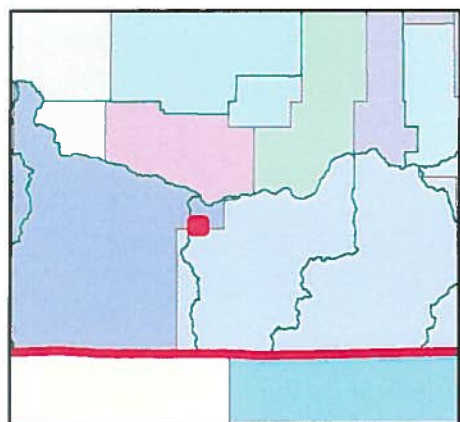
(BrownRandy\PerryContract.doc)



Idaho Department of Water Resources

Water Right
45-10102
(IRRIGATION)

- Place of Use
- State Outline
- Townships
- PLS Sections
- Quarter Quarters
- Taxlots

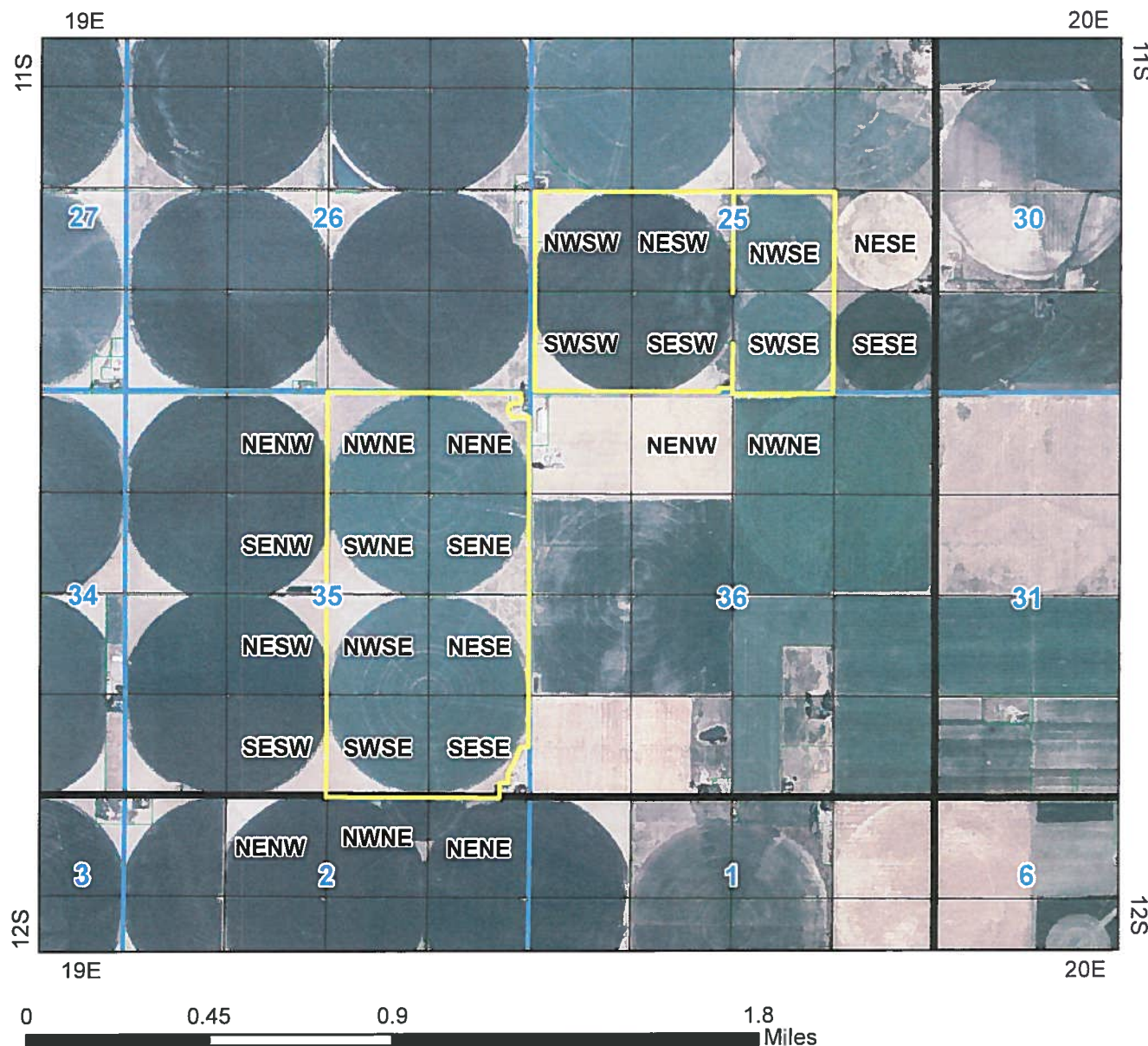


Cassia, Twin Falls Counties
IDWR Basin 45

Prepared by Fawcett, Trish

2009 Aerial Photography

Map BEFORE ownership change split





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

July 10, 2014

RANDY BROWN
TRISH BROWN
4504 E 3195 N
MURTAUGH ID 83344

Re: Change of Ownership/Split of Water Right 45-10102
Split into 45-10102 (L & S Landholdings) and 45-14458 (Brown)

Dear Water Right Holder(s):

The Department acknowledges receipt of correspondence splitting ownership of the above referenced water rights. The Department has modified its records to reflect the 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 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 black ink, appearing to read 'Trish Fawcett', is written over a horizontal line.

Trish Fawcett
Technical Records Specialist

Enclosure

Cc: Land Title & Escrow Inc. (#4385)



Land Title and Escrow, Inc.

Focused on Service, Positioned for the Future

RECEIVED

MAY 13 2014

DEPT. OF WATER RESOURCES
SOUTHERN REGION

#4385

Twin Falls

May 12, 2014

Idaho Department of Water Resources
650 Addison Avenue West
Suite 500
Twin Falls, Idaho 83301
Attn: Trish

RE: Water right #45-10102

Dear Trish:

In connection with the above-mentioned escrow, attached please find our check number 13423 in the amount of \$100.00, representing water right transfer and split for L & S to Brown. Larry Roberts in our Burley office also asked I send the deed where Mrs. Perry got the property in 1987..

Should you have any questions, please do not hesitate to contact Samantha Keller or me at 208-933-2650.

Thank you!

Sincerely,
LAND TITLE AND ESCROW, INC.

Karen Walker
Escrow Assistant

enc.
via US Mail

Box 177 • Burley, Idaho • 83318
Ph: 208.878.3524
Fx: 208.878.4435
lteb@pmt.org

Box 5375 • Twin Falls, Idaho • 83303-5375
Ph: 208.933.2650
Fx: 208.933.2655
ltetf@pmt.org

Box 473 • Gooding, Idaho • 83330
Ph: 208.934.8477
Fx: 208.934.5890
lteg@pmt.org

Box 111 • Rupert, Idaho • 83350
Ph: 208.436.0606
Fx: 208.436.1199
lter@pmt.org

Box 349 • Jerome, Idaho • 83338
Ph: 208.324.3357
Fx: 208.324.8961
ltej@pmt.org

PARSONS, SMITH, STONE, LOVELAND & SHIRLEY, LLP

WILLIAM A. PARSONS
RICHARD K. SMITH
RANDOLPH C. STONE
LANCE A. LOVELAND
DAVID F. SHIRLEY
JASON R. NAESS
SCOTT B. LINDSTROM

ATTORNEYS AT LAW
137 WEST 13TH STREET
P.O. Box 910
BURLEY, IDAHO 83318

TELEPHONE
(208) 878-8382
FAX NO.
(208) 878-0146

July 5, 2013

RECEIVED

JUL 08 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

ATTN: Trish
Idaho Dept. of Water Resources
1341 Fillmore Avenue N.
Twin Falls, ID 83301

**RE: Randy Brown – Marjorie Jean Perry
Our File No. 2686.130010**

Dear Trish:

Enclosed, for your information, are copies of the following documents in regards to the above-entitled matter:

1. Lease Agreement;
2. Consent to Permissive Use of Water; and
3. Contract of Sale.

Thank you for your courtesies. Should you have any questions, please contact me.

Very truly yours,

**PARSONS, SMITH, STONE, LOVELAND
& SHIRLEY, LLP**

Mailed without signature to avoid delay

William A. Parsons

WAP/sw
Enc.