

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 26 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?
35-13893	Yes ☒	Yes ☐		Yes ☐	Yes ☐
35-13893 35-14417	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Howard Klempel

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Sebastian & Maria Gonzalez

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

PO Box 748

Aberdeen

ID

83210

Mailing address

City

State

ZIP

(208)705-2712

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):
- ☐ \$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: Sebastian Gonzalez

Signature of new owner/claimant

Title, if applicable

Date

Signature: Maria Gonzalez

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by SC

Date 2/25/15

Receipt No. E040681

Receipt Amt. 100

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 AT

Date 3/23/2015

IN FILE # 35-13893

Full chain reviewed/water Rights not withheld

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 598959

BINGHAM COUNTY

9-18-2008 11:58:27 No. of Pages: 3

Recorded for : **FIRST AMERICAN TITLE COMPANY**

SARA J. STAUB

Fee: 9.00

Ex-Officio Recorder Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **267242-B (Id)**

Date: **September 15, 2008**

For Value Received, **Russell J. Klempel, an unmarried man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Sebastian Gonzalez and Maria F. Gonzalez, husband and wife**, hereinafter called the Grantee, whose current address is Po Box 748, **Aberdeen, ID 83210**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

SE
MFG.

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

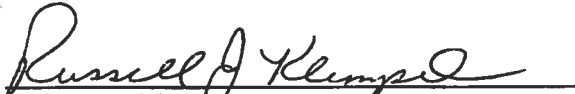
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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.

Date: 09/15/2008

Warranty Deed
- continued

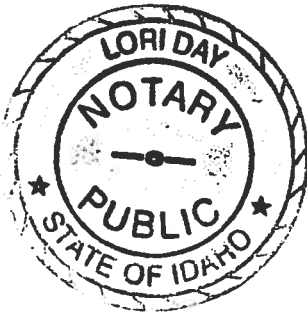
File No.: 267242-B (ld)

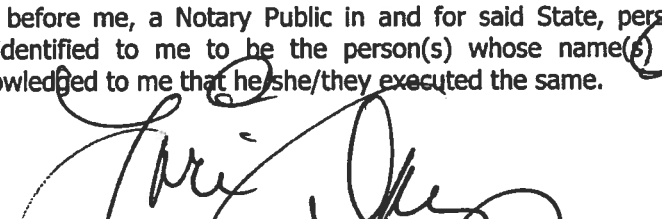


Russell J. Klempel

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 17 day of **September, 2008**, before me, a Notary Public in and for said State, personally appeared **Russell J. Klempel**, 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 the same.





Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 10/21/2009

EXHIBIT A

A PARCEL OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE, S. 89°59'05" W., ALONG THE SOUTH LINE OF SAID SECTION, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE, S. 89°59'05" W., CONTINUING ALONG SAID SOUTH LINE, 1270.06 FEET TO THE E1/16 CORNER ON SAID SOUTH LINE, SAID POINT BEING MARKED WITH A 5/8" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE, N. 00°02'54" W., ALONG THE E1/16TH LINE, 331.88 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE, N. 89°59'05" E., LEAVING SAID E1/16 LINE, 1320.01 FEET TO A POINT ON THE EAST LINE OF SAID SECTION;

THENCE, S. 00°03'24" E., ALONG SAID EAST LINE 276.88 FEET;

THENCE, S. 89°59'05" W., LEAVING SAID EAST LINE, 50.00 FEET TO A 1/2" REBAR AND PLASTIC CAP STAMPED PLS 843;

THENCE, S. 00°03'24" E. 55.00 FEET TO THE TRUE POINT OF BEGINNING.

WARRANTY DEED

For Value Received **G. Howard Klempel and Joyce A. Klempel, husband and wife**

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

Russell J. Klempel and LaNell Klempel, husband and wife

whose address is: **3080 W. 1500 S., Aberdeen, ID 83210**

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

Parcel 3:

**Township 5 South, Range 30 E.B.M., Bingham County, Idaho
Section 23: E $\frac{1}{2}$ SE $\frac{1}{4}$**

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: April 5, 2002

G. Howard Klempel
G. Howard Klempel

Joyce A. Klempel
Joyce A. Klempel

RECORDED AT THE REQUEST OF
2002 APR -5 PM 4:43
FEE 3.00
JUL 1991
BINGHAM COUNTY RECORDER
BLACK FOOT, IDAHO

STATE OF IDAHO)

: ss.

COUNTY OF BINGHAM)

On this 5th day of April, 2002, before me the undersigned, a Notary Public in and for the said county and state, personally appeared G. Howard Klempel and Joyce A. Klempel, known or proved to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.



Michelle Koford
Notary Public for Idaho
Residing at: Blackfoot, ID
My Commission Expires: 4-14-06

FILED IN AMERICAN TITLE COMPANY

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 586156

BINGHAM COUNTY

2007-09-28

04:47:22 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE COMPANY

SARA J. STAUB

Fee: 6.00

Ex-Officio Recorder Deputy

CM

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **228761-B (vb)**

Date: **September 25, 2007**

For Value Received, **LaNell Andersen, who took title as LaNell Klempel, former spouse of Russell J Klempel**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Russell J. Klempel, an unmarried man**, hereinafter called the Grantee, whose current address is **3080 W 1500 S, Aberdeen, ID 83210**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

TOWNSHIP 5 SOUTH, RANGE 30 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 23: E $\frac{1}{2}$ SE $\frac{1}{4}$

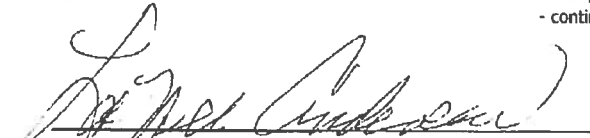
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its 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.

Date: 09/25/2007

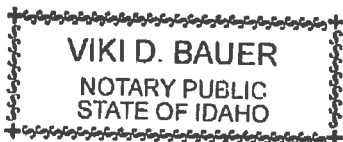
Warranty Deed
- continued

File No.: 228761-B (vb)


LaNell Andersen

STATE OF Idaho)
SS.
COUNTY OF Bingham)

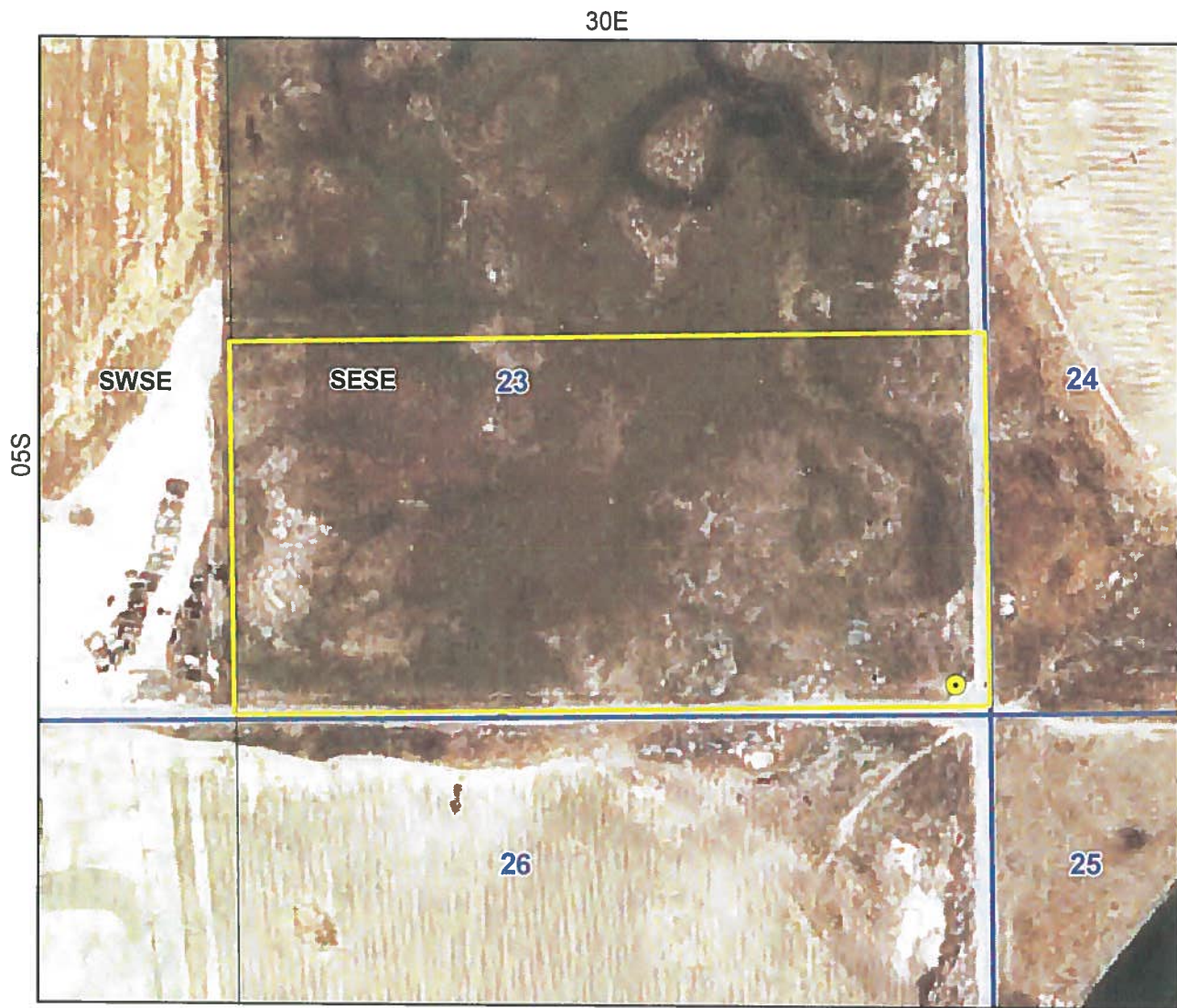
On this 28 day of September, 2007, before me, a Notary Public in and for said State, personally appeared **LaNell Andersen**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.




Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 03/29/08

586156

State of Idaho
Department of Water Resources
Water Right License
35-13893



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.0375 0.075 0.15 Miles



Purchase and Sale Agreement

I Russell J. Klempel agree to sell to Sebastian Gonzalez 10 acres of property with the legal description of:

A PARCEL OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 30 EAST OF THE BOISE MERIDIAN, BINGHAM COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23;

THENCE, S. 89°59'05" W., ALONG THE SOUTH LINE OF SAID SECTION, 50.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE, S. 89°59'05" W., CONTINUING ALONG SAID SOUTH LINE, 1270.06 FEET TO THE E1/16 CORNER ON SAID SOUTH LINE, SAID POINT BEING MARKED WITH A 5/8" REBAR AND PLASTIC CAP STAMPED PLS 843;

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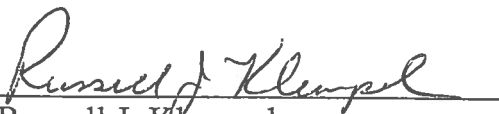
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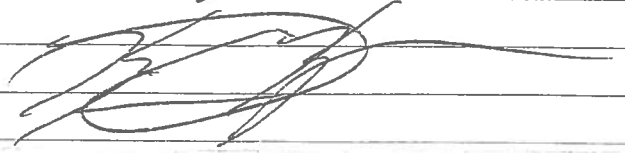
with 7 acres of Water Rights License #35-8195A, for the purchase price of \$30,500.


Russell J. Klempel


Sebastian Gonzalez

12-15-2011

Sebastian has repaid Kevin Klassen
the full amount of \$5,000 for 3
acres of water.

A handwritten signature, possibly reading "Sebastian", is written in dark ink over the bottom lines of the document.