

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 18 2014

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
34-14046	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Brenda L. Blackwell
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

William H. and Toni L. Thomas
New owner(s) as listed on the conveyance document

4233 Houston Rd. Mackay ID. 83251
Mailing address City State ZIP
(208) 588-2678 Toni.L.Thomas50@gmail.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: November 30, 2005

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:

William H. Thomas
Signature of new owner/claimant

Title, if applicable

6/20/14
Date

Signature:

Toni L. Thomas
Signature of new owner/claimant

Title, if applicable

6/20/14
Date

For IDWR Office Use Only:

Received by JB

Date 7/18/2014

Receipt No. EO 40054

Receipt Amt. \$25.-

Approved by JB

Processed by JB

Date 7/25/2014

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
120 Second Avenue North
Ketchum, ID 83340

232905
Custer County Req. of
First American Title Co
Time 4:05 P M Date 12/9/2005
Ethel M. Peck, Clerk
Ethel M. Peck \$ 10.00
Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **134470-K (sn)**

Date: **November 30, 2005**

For Value Received, **Brenda L. Blackwell, who acquired title as Brenda L. Larkin, 1/2 interest and Brian D. Blackwell and Brenda L. Blackwell, husband and wife, 1/2 interest**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **William H. Thomas and Toni L. Thomas, husband and wife**, hereinafter called the Grantee, whose current address is **1135 So. Rim Line, Idaho Falls, ID 83401**, the following described premises, situated in **Custer County, Idaho**, to-wit:

**TOWNSHIP 6 NORTH, RANGE 24 E.B.M., CUSTER COUNTY, IDAHO
SECTION 12: SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$**

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.

Brian D. Blackwell
Brian D. Blackwell

Brenda L. Blackwell
Brenda L. Blackwell

STATE OF Idaho)
SS.

232905

COUNTY OF ~~Custer~~ BLAINE)

On this 16TH day of December, 2005, before me, a Notary Public in and for said State, personally appeared **Brian D. Blackwell and Brenda L. Blackwell**, 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.



A handwritten signature of Curtis S. Chambers in black ink.

Notary Public for the State of Idaho

Residing at: HANLEY

My Commission Expires: 5-15-10