

NOV 08 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
36-39N	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Kenneth Runnels and Sandra Runnels
 Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Gary M. Pearson
 New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

<u>966 Pioneer Road</u>	<u>Hagerman</u>	<u>ID</u>	<u>83332</u>
Mailing address	City	State	ZIP
<u>Telephone</u>		<u>Email</u>	

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, 2013.

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: [Signature] Title, if applicable: _____ Date: 10.29.13
Signature of new owner/claimant
Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 11-8-2013 Receipt No. S033631 Receipt Amt. \$25-
Approved by _____ Processed by _____ Date _____

WARRANTY DEED

#GG-12469

For Value Received

Kenneth Runnels and Sandra Runnels, husband and wife

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

Gary M. Pearson, a single man

Address: 966 Pioneer Road, Hagerman, ID 83332



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

Lot 1 in Block 1 of Willow Brook Subdivision, Gooding County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the County Recorder of said County.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to Water Right Number 36-39N from the Idaho Department of Water Resources and 6.0 shares from the Buckeye Ditch Company.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes subsequent to the year 2013.

Assessments of the Buckeye Ditch Company and the rights and powers of said Company as by law provided.

Easement given by Charles C. Cary and Ruth Cary, husband and wife, first party, and Cleament Prince, a second party, dated August 28, 1961, recorded January 8, 1962 as Instrument Number 3305, Gooding County records, wherein first party grants to second party a right of way and easement to convey water from the Buckeye Ditch through a pipeline across Tax 14, Section 11, Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Charles C. Cary and Ruth E. Cary, husband and wife, to Idaho Power Company, a corporation, dated October 29, 1964, recorded March 4, 1965 as Instrument Number 13808, Gooding County records, granting to said corporation a right of way and easement for erection and maintenance of an electric transmission line over and across the NW¼SE¼ of Section 11, Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Ruth Cary, Stuart D. Gummow and Lillian Gummow, husband and wife, to Idaho Power Company, a corporation, dated May 1, 1973, recorded February 7, 1975 as Instrument Number 53368, Gooding County records, granting to said corporation a right of way and easement for erection and maintenance of an electric transmission line over and across Section 11, Township 7 South, Range 13, East Boise Meridian.

Restrictive and Protective Covenants impressed upon Willow Brook Subdivision, recorded August 13, 1979 as Instrument Number 78288, Gooding County records. Willowbrook Subdivision Property Owners Minutes of Meeting, dated June 10, 1995, recorded July 10, 2000 as Instrument Number 186553, records of Gooding County, Idaho.

Instrument # 246667

GOODING, GOODING, IDAHO

11-7-2013 11:10:22 No. of Pages: 2

Recorded for : LAND TITLE AND ESCROW

DENISE M. GILL Fee: 13.00

Ex-Officio Recorder Deputy



Easements as shown on the recorded plat.

Sanitary Restrictions as shown on the recorded plat.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 24, 2013

Kenneth Runnels
Kenneth Runnels

Sandra Runnels
Sandra Runnels

STATE OF IDAHO)
) ss.
COUNTY OF Gooding)

On this 26 day of **October**, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth Runnels and Sandra Runnels**, 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.

Tony Bowler
Notary Public
Residing at: Gooding Co., Idaho
My Commission expires: Aug 24, 2017

