

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 22 2013

Notice of Change in Water Right Ownership

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
36-15025	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Gary Pool and M. Ann Pool
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Brennon T. Miller
New owner(s) as listed on the conveyance document

614 Twin View Road Jerome ID 83338
Mailing address City State ZIP

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: [Signature] 8-16-13
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 B Walker Date 8/23/13 Receipt No. S033479 Receipt Amt. 250
Approved by _____ Processed by _____ Date _____

WARRANTY DEED

COPY

Instrument # 2133823

JEROME COUNTY, JEROME, IDAHO

8-20-2013 02:39:18 No. of Pages: 2

Recorded for : LAND TITLE AND ESCROW

MICHELLE EMERSON

Fee: 13.00

Ex-Officio Recorder Deputy Swinson

For Value Received

Gary W. Pool and M. Ann Pool, husband and wife

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

Brennon T. Miller, an unmarried man

Address: 614 Twin View Road, Jerome, ID 83338

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

S½ of Lot 5 and all of Lot 6 in Block 1 of BLUE LAKES ACRES, Jerome County, Idaho, according to the plat thereof, recorded April 28, 1970 in Book 3 of Plats, Page 7 as Instrument Number 184658, in the Office of the County Recorder of said County.

AND

A portion of Lot 7 in Block 1 of BLUE LAKES ACRES, Jerome County, Idaho according to the plat thereof, recorded April 28, 1970 in Book 3 of Plats, Page 7, as Instrument No. 184658, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northeast corner of Lot 7;

Thence along the North line, West to the Northwest corner;

Thence South along the West line, 16 feet;

Thence Easterly to the Northeast corner, being the POINT OF BEGINNING.

SUBJECT TO:

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

Taxes for 2013 and subsequent years, a lien, but not yet due or payable.

Assessments levied or to be levied by the Blue Lakes Acres Homeowner's Association.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Restrictions as disclosed by the Instrument entitled "Restrictive Covenants Affecting Blue Lakes Acres", recorded September 26, 1966 as Instrument Number 169562, Jerome County records.

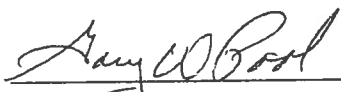
The effect of Transmission Line Easement given by George D. Petrie and Georgia Petrie, husband and wife, to Idaho Power Company, a corporation, dated May 15, 1937, recorded May 19, 1937 in Book 110 Page 283 as Instrument Number 66885, Jerome County records, granting to said corporation a perpetual easement and right of way for erection and maintenance of an electric transmission line over and across the described property.

Power Line Easement given by Darrel L. Wolfe and JoAnn Wolfe, husband and wife, to Idaho Power Company, a corporation, dated April 1, 1969, recorded May 16, 1969 in Book 184 Miscellaneous, Page 274 as Instrument Number 180910, Jerome County records, granting to said corporation a right of way and easement for erection and maintenance of an electric transmission line over and across a portion of the described property.

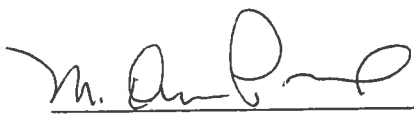
TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including State of Idaho Department of Water Resources Water Right Number 36-15025 and 1.59 shares of capital stock in the North Side Canal Company, Ltd.

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: August 16, 2013



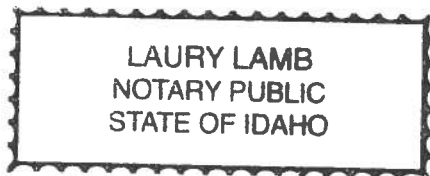
Gary W. Pool

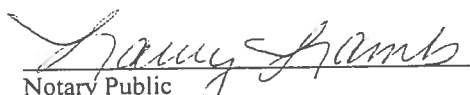


M. Ann Pool

STATE OF IDAHO)
) ss.
COUNTY OF JEROME)

On this 16 day of **August, 2013**, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary W. Pool and M. Ann Pool, 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.

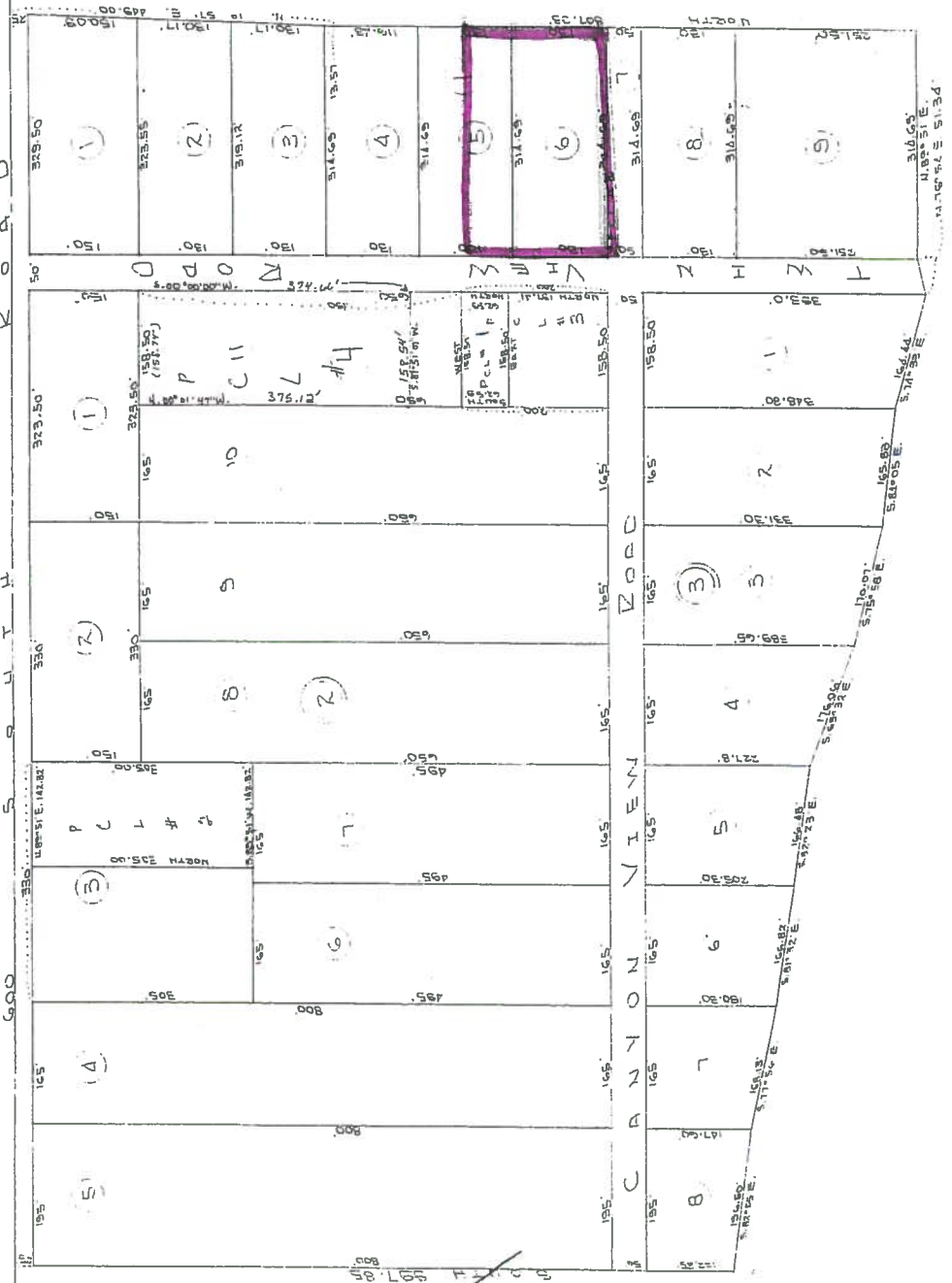




Notary Public
Residing at: Jerome
My Commission expires: 4/9/2016

BLUE LAKES ACRES SUBDIVISION

Amend-
Ltr 11 Bldg 2
See Blue Lakes Areas 2



SCALE 1"=200'

* See Blue Lakes Sub. No. 3 - 211-Sub. of Bldg 7, 9 Bldg 1 of Blue Lakes Area 2

Inst. #184658
4/28/70