

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 03 2013

WATER RESOURCES
WESTERN REGION

DEV

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?
PD 63-3483F	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Donna Metzger and Richard Metzger

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Elena Stamm and Randy Stamm

New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

<u>725 W Stillwell Dr.</u>	<u>Eagle</u>	<u>ID</u>	<u>83616</u>
Mailing address	City	State	ZIP
<u>208-406-4698</u>	<u>stamrand@isu.edu</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: May 30th, 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:

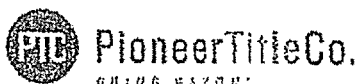
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows 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] Dr. 5/30/13
 Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] Dr. 5/30/13
 Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JA Date 6/3/2013 Receipt No. W041185 Receipt Amt. \$25.00
 Approved by RS Processed by JA Date 8/19/13



775 S. Rivershore Ln., Ste. 120
Eagle, ID 83616

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 525699

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 13.00 2
BOISE IDAHO 05/31/2013 03:41 PM
DEPUTY Bonnie Oberbillig
Simplify Electronic Recording
RECORDED-REQUEST OF
PIONEER TITLE COMPANY OF ADA C 113060280

WARRANTY DEED

For Value Received

Home Capital Resources LLC, an Idaho Limited Liability Company
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

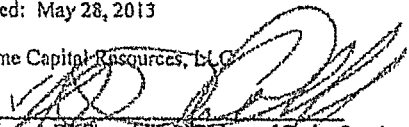
Randy L Stamm and Elena M Stamm, husband and wife
hereinafter referred to as Grantee, whose current address is 725 West Stillwell Drive Eagle, ID 83616
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 28, 2013

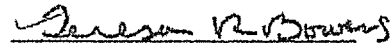
Home Capital Resources, LLC

By: 

Lance D. Churchill, President of Entity Services, Inc. as
Manager of Home Capital Resources, LLC

State of Idaho, County of Ada

On this 28th day of May in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Lance D. Churchill, President of Entity Services, Inc., known or identified to me to be the Manager of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.



Residing at: Meridian Idaho
Commission Expires: October 6, 2017

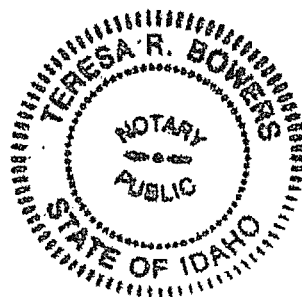


EXHIBIT A

Lot 5 in Block 3 of Stillwell Estates Subdivision No. 3, according to the official plat thereof, filed in Book 39 of Plats at Page 3266, Official Records of Ada County, Idaho,

EXCEPT the following portion of land, more particularly described as follows:

Commencing at the Northwest corner of said Lot 5 in Block 3 of STILLWELL ESTATES SUBDIVISION No. 3;

Thence East along the Northerly boundary of said Lot 5, a distance of 166 feet to the real point of beginning,

Thence South 119 feet to a point;

Thence West 3 feet to a point;

Thence South 16 feet to a point;

Thence East 16 feet to a point;

Thence North 16 feet to a point;

Thence West 3 feet to a point;

Thence North 119 feet to a point;

Thence West 10 feet to the REAL POINT OF BEGINNING.



PioneerTitleCo.

GOING BEYOND

5680 E. Franklin Rd., Ste. 250
Nampa, ID 83687

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 13.00 2
BOISE IDAHO 01/30/2013 12:46 PM
DEPUTY Nikola Olson
SimpliFile Electronic Recording
RECORDED-REQUEST OF
PIONEER TITLE COMPANY OF ADA C 113011169



File No. 505181

WARRANTY DEED

For Value Received

Richard E. Metzger and Donna J. Metzger, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Home Capital Resources LLC, an Idaho Limited Liability Company

hereinafter referred to as Grantee, whose current address is 967 E. Parkcenter Blvd. Ste. 311 Boise, ID 83706

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$[326,400.00] until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 28, 2013

Richard E. Metzger
Richard E Metzger

Donna J Metzger
Donna J Metzger

State of Idaho, County of Canyon

On this 29th day of January in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard E Metzger and Donna J Metzger known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Residing at:

Commission Expires:

Residing in Nampa, Idaho
Commission Expires: 5-17-16

EXPIRES 5-17-16

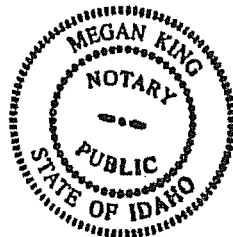


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Thence North 16 feet to a point;

Thence West 3 feet to a point;

Thence North 119 feet to a point;

Thence West 10 feet to the REAL POINT OF BEGINNING.



Address **725 W Stillwell Dr**
Eagle, ID 83616

