

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUN 05 2013
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?
37-20438	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Joe Genarro

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Charles Reid Law, Jr.

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

P.O. Box 841

Mailing address

Bellevue

City

Idaho

State

83313

ZIP

208-720-1631

Telephone

ellenlaw@cof.net

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: December 1994 sold in 2007 + foreclosed on it + received it back March 11, 2010

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: C. Reid Law

Signature of new owner/claimant

Title, if applicable

Date

6-3-13

- Signature: Ellen N Law

Signature of new owner/claimant

Title, if applicable

Date

6-3-13

For IDWR Office Use Only:

Received by DM

Date 6.6.2013

Receipt No. 5033301

Receipt Amt. \$25-

Approved by

Processed by

Date

09 24846

Instrument # 576163

HAILEY, BLAINE, IDAHO
03-26-2010 09:52:16 No. of Pages: 4
Recorded for: SUN VALLEY TITLE CO.
JOLYNN DRAGE Fee: \$12.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

NON-MERGER DEED IN LIEU OF FORECLOSURE

FOR VALUE RECEIVED, Joseph T. Gennaro, an unmarried man, as his separate estate ("Grantor"), does hereby grant, bargain, sell, and convey unto C. Reid Lau and Ellen N. Lau, husband and wife, or assigns (collectively the "Grantee"), whose address is 13519 West Nogales Drive, Sun City West, Arizona 85375, the real property, commonly known as 10564 State Highway 75, Bellevue, Idaho, 83313, more particularly described in Exhibit 1 attached hereto and by this reference incorporated herein, situated in Blaine County, Idaho, TOGETHER with all crops, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all timber, mineral rights, oil and gas rights, minerals, oil, gas, geothermal and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, all diversion payments or third party payments made to crop producers, water, water and riparian rights, water permits, wells, ditches, well rights and permits, including but not limited to the water right appurtenant to the land, IDWR #37-20438, ditch rights (including stock in utilities with ditch or irrigation rights) and water stock and shares relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property with its appurtenances unto Grantee, their successors and assigns, and transferees forever, and Grantor does hereby covenant to and with Grantee that he is the owner in fee simple of the Property and that the Property is free from all encumbrances and liens, except easements of record and those encumbrances set forth on Exhibit 2, attached hereto and by this reference incorporated herein, and the following Deed of Trust executed by Grantor to Grantee: Deed of Trust dated May 22, 2008, recorded May 30, 2008, as Instrument No. 558560, records of Blaine County, Idaho (the "Deed of Trust"), and that Grantor will warrant and defend the same from all lawful claims whatsoever.

This Non-Merger Deed in Lieu of Foreclosure ("Deed") is absolute in effect and conveys to Grantee full, fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind. Grantor acknowledges that the Deed of Trust is valid and binding and shall remain in full force and effect. This Deed does not effect a merger of the fee ownership and the lien of the Deed of Trust. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Deed of Trust at any time as to any party with any claim, interest or lien on the Property.

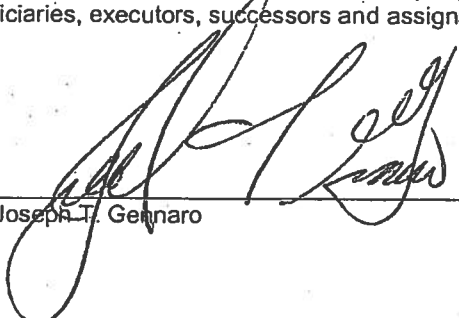
This Deed is made pursuant to and accordance with the terms of that certain Deed in Lieu of Foreclosure Agreement dated effective March 10, 2010, executed by Grantor and Grantee. The consideration for this Deed, subject to the terms of the Deed in Lieu of Foreclosure Agreement and Estoppel Affidavit executed concurrently herewith, is the release of liability owed by Grantor under the terms of the Promissory Note executed by Grantor in favor of Grantee and secured against the Property by the Deed of Trust and to avoid foreclosure fees and costs.

The possession of the Property has been or will be promptly surrendered to Grantee. Grantor further covenants with Grantee that Grantee shall enjoy the same without any loss or disturbance, and that Grantor and all persons having or acquiring any interest in the Property through or for Grantor will, on demand, execute, and deliver to Grantee any further assurances of the same as may be reasonably required. Grantee's acceptance of this conveyance is conditioned upon there being no liens or adverse claims against the Property except as set forth herein on Exhibit 2, attached hereto and by this reference incorporated herein.

This Deed is made as a result of the request of Grantor and is made of his free and voluntary act without undue influence or coercion from Grantee or any other party. At the time of the execution of this instrument, Grantor believes that the indebtedness secured by the Deed of Trust does exceed the fair market value of the Property. Grantee shall have the option and right to defer recording this instrument if they so elect until such time as they deem appropriate.

Grantor does hereby irrevocably waive, surrender, convey, and relinquish any equity of redemption and statutory rights of redemption whatsoever concerning the Property, and acknowledges that this instrument is not executed by virtue of any misrepresentation of Grantee, its agents, attorneys, or any other person. The warranties and representations made by Grantor as herein set forth are for the protection of Grantee and all other parties who hereafter acquire an interest in the Property and shall be binding upon the respective heirs, trustees, beneficiaries, executors, successors and assigns of Grantor.

DATED this 11 day of March, 2010.



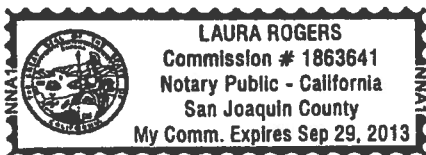
Joseph T. Gennaro

STATE OF CALIFORNIA)
County of San Joaquin) ss.

On March 11, 2010, before me, Laura Rogers Notary Public (insert name and title of the officer), personally appeared Joseph T. Gennaro, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.





Notary Public for California
Residing at 1169 S. Main St. Manteca, Ca
My commission expires Sept 29, 2013

EXHIBIT 1

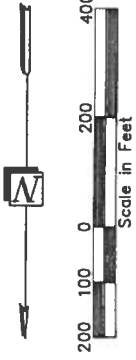
LEGAL DESCRIPTION

Lot 1A of DOVE FLATS NO. 2 SUBDIVISION, Blaine County, Idaho, according to the official plat thereof, recorded January 31, 1995, as Instrument No. 375283, records of Blaine County, Idaho.

EXHIBIT 2

APPROVED EXCEPTIONS

1. 2010 real property taxes which are an accruing lien not yet due and payable.
2. Levies and assessments of Water District No. 37 for Special Assessments and Sewerage Charges, not yet due and payable.
3. Easements and Restrictions and Notes as shown on the official plat of DOVE FLATS SUBDIVISION.
4. Easements and Restrictions and Notes as shown on the official plat of DOVE FLATS NO. 2 SUBDIVISION.
5. Easement set forth in a Right of Way Easement granted to West Coast Power Co., recorded October 17, 1940, in Book 143 of Deeds, Page 436, records of Blaine County, Idaho.
6. Easement set forth in a Right of Way Easement granted to Wood River Water Users Association, Inc., recorded December 8, 1942, in Book 148 of Deeds, Page 172, records of Blaine County, Idaho.
7. Easement set forth in Power Line Easement granted to Idaho Power Company, recorded March 8, 1962, in Book 176 of Deeds, Page 295, records of Blaine County, Idaho.
8. Easement set forth in Underground Power Line Easement granted to Idaho Power Company, recorded November 29, 1979, as Instrument No. 199193, records of Blaine County, Idaho.
9. Easement set forth in Power Line Easement granted to Idaho Power Company, recorded March 16, 1981, as Instrument No. 212896, records of Blaine County, Idaho.
10. Easement set forth in Power Line Easement granted to Idaho Power Company, recorded December 8, 1994, as Instrument No. 373709, records of Blaine County, Idaho.
11. Easement set forth in Power Line Easement granted to Idaho Power Company, recorded December 8, 1994, as Instrument No. 373713, records of Blaine County, Idaho.
12. Partial Assignment of the beneficial interest under said Deed of Trust, which names as Assignee, John Gabica and Gene Gabica, c/o Silver Dollar Realty, recorded May 30, 2008, as Instrument No. 558561, and re-recorded June 18, 2008, as Instrument No. 559105, records of Blaine County, Idaho.



Plat Showing

DOVE FLATS No. 2 SUBDIVISION

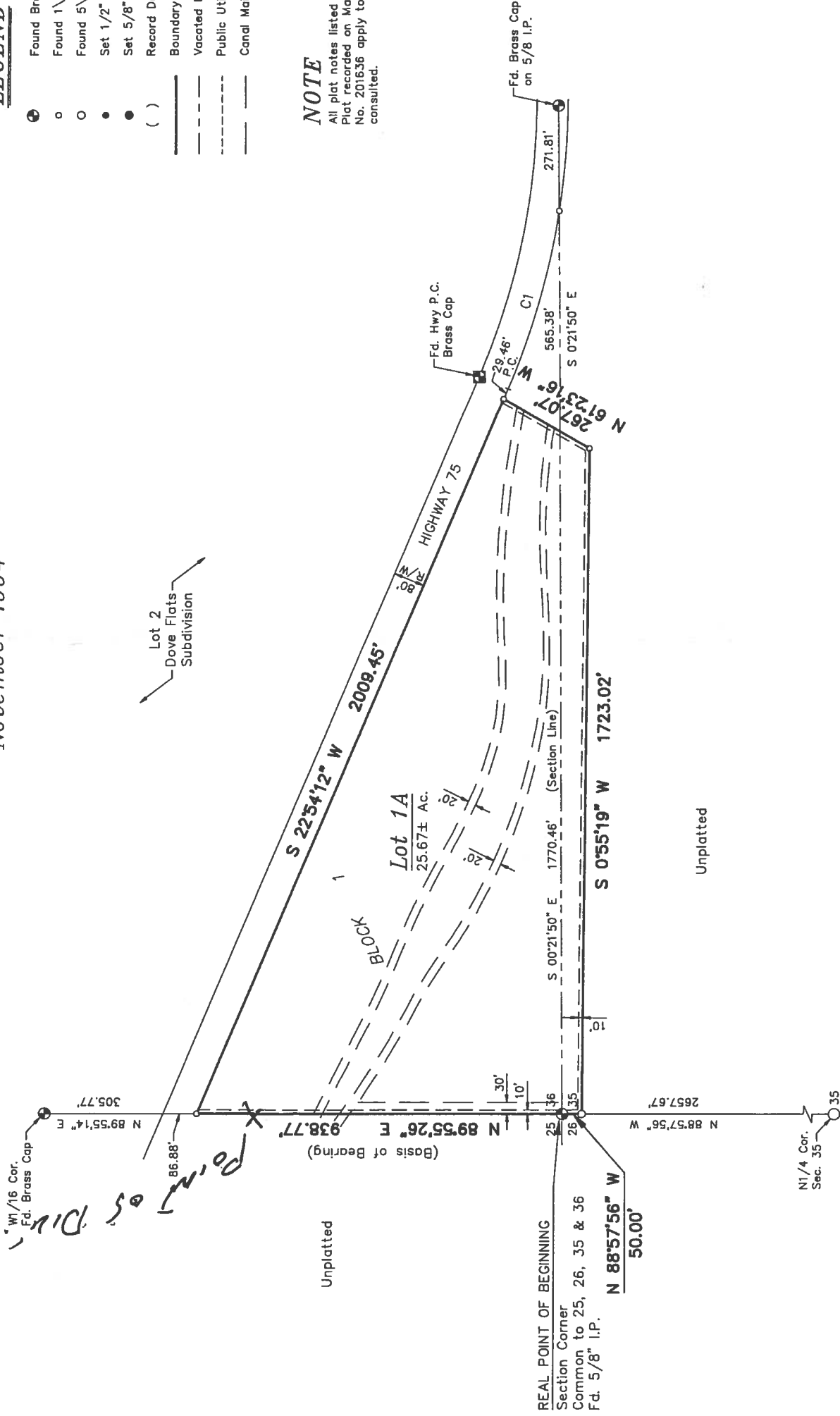
A Replat of Lot 1, Block 1 of DOVE FLATS SUBDIVISION
and a Portion of the NE1/4, Section 35, T.1N., R.18E., B.M.
Blaine County, Idaho
November 1994

LEGEND

- Found Brass Cap
- Found 1 1/2" Rebar
- Found 5/8" Rebar
- Set 1 1/2" Rebar
- Set 5/8" Rebar
- () Record Data
- Boundary of Lot 1A;
- Vacated Lot Line
- Public Utility Easement
- Canal Maintenance Easement

NOTE

All plat notes listed on the Dove Flats Subdivision Plat recorded on March 3, 1980 as Instrument No. 201636 apply to this replat and should be consulted.



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

12-19-94
Date

Robert W. Enid
South Central District Health Dept. EHS

CURVE DATA

CURVE	DELTA	RADIUS	ARC	TAN.	CH.	CH. BEARING
C1	14° 06' 22"	1943.64'	478.52'	240.47	477.31'	S 15°50'54" W



SAWTOOTH ENGINEERING
Civil Engineers and Land Surveyors

Hailey (208) 788-9060 Idaho

CERTIFICATE OF OWNERSHIP

This is to certify that C. REID LAU and ELLEN N. LAU are the owners of the real property described as follows:

A parcel of land located in a prortion of the NE 1/4 of Section 35, T. 1 N., R. 18 E., Boise Meridian, and in Lot 1 Block 1 of Dove Flats Subdivision as recorded at the Blaine County Recorders office, Hailey, Idaho, more particularly described as follows:

Beginning at the section corner common to sections 25, 26, 35 and 36, also being the northwest corner of said Lot 1 of Dove Flats Subdivision and the REAL POINT OF BEGINNING;

Thence along the northerly boundary of said Lot 1 of Dove Flats Subdivision, N 89° 55' 26" E 938.77 feet to the westerly right of way boundary of Highway 75, Thence along said westerly right of way and the easterly boundary of said Lot 1 of Dove Flats Subdivision S 22° 54' 12" W 2009.45 feet; Thence N 61° 23' 16" W 267.07 feet; Thence N 0° 55' 19" E 1723.02 feet to the northerly boundary of said Section 35; Thence S 88° 57' 56" E 50.00 feet to the REAL POINT OF BEGINNING, comprising of 25.67 acres more or less.

IN WITNESS WHEREOF, we hereunto set our hands this 9 day of Dec., 1994

C. Reid Lau
C. REID LAU

Ellen N. Lau
ELLEN N. LAU



ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF BLAINE }

On this 9th day of December, 1994, before me, a Notary Public in and for said state personally appeared the above named person(s) and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Connie J. Sparborough
Notary Public

SURVEYOR'S CERTIFICATE

I, BRUCE T. BUTLER, a registered land surveyor in the State of Idaho do hereby certify that this plat is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats and Surveys.

Bruce T. Butler
Date 12-1-94

COUNTY ENGINEER'S APPROVAL

I, Jim W. Koonee, County Engineer for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Jim W. Koonee
Date 12/12/94

APPROVAL OF COUNTY PLANNING AND ZONING COMMISSION

The foregoing plat was approved by the Blaine County Planning and Zoning Commission on this 31st day of January, 1995.

Lula Standa
Date

APPROVAL OF COUNTY COMMISSIONERS

The foregoing plat was approved by the county board of commissioners on this 30 day of Dec., 1994

Tom Bunchado
Chairman

COUNTY TREASURER'S APPROVAL

The taxes on the foregoing parcel of land have been paid to this date and this plat is hereby approved this 31 day of Jan., 1995.

Wicki L. Dick
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } ss 375283
COUNTY OF BLAINE }

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 31 day of January, 1995, at 10:13 A.M., and duly recorded in Plat Book , at page .

M. J. Sparborough
Ex-officio Recorder