

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAY 20 2013

WATER RESOURCES
WESTERN 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?
PD 63-27340	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: George Sebastian Green Tree and Yvette J. Zoe

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Daniel W. Lyda and Janet Black

New owner(s) as listed on the conveyance document

Name connector

☒ and ☐ or ☐ and/or

3712 Kipling Road

Boise

ID

83706

Mailing address

City

State

ZIP

(208)336-5834

Lyda@Q.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: 6/15/12

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]

Signature of new owner/claimant

Title, if applicable

Date

5-20-13

Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

5-20-13

For IDWR Office Use Only:

Received by ML

Date 5/20/13

Receipt No. W04144

Receipt Amt. 25-

Approved by RS

Processed by 5/31/13

Date RS

AFTER RECORDING MAIL TO:

Daniel W. Lyda and Janet Black
3712 Kipling Rd.
Boise, ID 83706

RECEIVED

MAY 20 2013

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

File No.: **4101-1881716 (NR)**

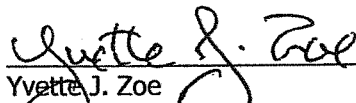
Date: **June 15, 2012**

For Value Received, **Yvette J. Zoe, an unmarried woman**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Daniel W. Lyda and Janet Black, husband and wife**, hereinafter referred to as Grantee, whose current address is **3712 Kipling Rd., Boise, ID 83706**, the following described premises, situated in **Boise County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Boise, State of Idaho, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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.



Yvette J. Zoe

AFTER RECORDING MAIL TO:

Daniel W. Lyda and Janet Black
3712 Kipling Rd.
Boise, ID 83706

WARRANTY DEED

File No.: **4101-1881716 (NR)**

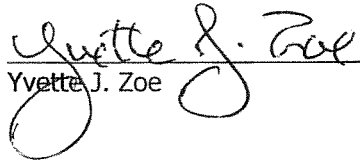
Date: **June 15, 2012**

For Value Received, **Yvette J. Zoe, an unmarried woman**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Daniel W. Lyda and Janet Black, husband and wife**, hereinafter referred to as Grantee, whose current address is **3712 Kipling Rd., Boise, ID 83706**, the following described premises, situated in **Boise County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Boise, State of Idaho, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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.



Yvette J. Zoe

APN:

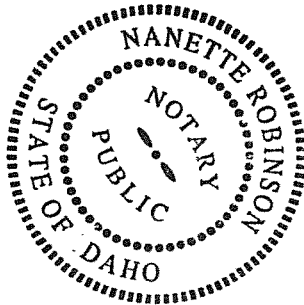
Warranty Deed
- continued

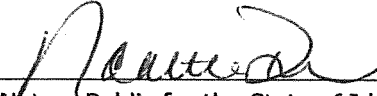
File No.: **4101-1881716 (NR)**
Date: **06/15/2012**

STATE OF Idaho)
SS.
COUNTY OF Ada)

On this 18 day of **June, 2012**, before me, a Notary Public in and for said State, personally appeared **Yvette J. Zoe**, 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.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for the State of Idaho
Residing at: Nampa, ID
My Commission Expires: 5/2/2013

Exhibit "A"

Real property in the County of Boise, State of Idaho, described as follows:

Parcel 1:

Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, Township 4 North, Range 4 E.B.M., Boise County, Idaho, described as:

Beginning at the NE corner of said Section 30, thence S. 89°04' W. a distance of 2625.19 feet to a point which is the unmarked N $\frac{1}{4}$ of said Section 30,

thence S. 17°39'13" W. 299.46 feet to a point,

thence S. 46°44'09" W. 215.15 feet,

thence N. 54°44'47" W. 129.62 feet,

thence S. 46°28'13" W. 271.09 feet to the Real Point of Beginning:

thence S. 20°57'28" W. 293.9 feet;

thence S. 73°59'43" W. 79.6 feet;

thence N. 56°30'21" W. 64.4 feet;

thence N. 33°12'47" W. 91.3 feet;

thence N. 45°48'58" E. 296.6 feet;

thence S. 72°58'32" E. 76.0 feet to the Real Point of Beginning.

Parcel 2:

Together with an easement for ingress and egress to and from the described property across adjacent property from the Robie Creek Road, along an existing access road approximately 20 feet in width which intersects the Robie Creek Road approximately 200 feet easterly of the Northeasterly corner of the described property as granted in Warranty Deed recorded January 9, 1981, as Instrument No. 98809.

AFTER RECORDING MAIL TO:

Daniel W. Lyda and Janet Black
3712 Kipling Rd.
Boise, ID 83706

RECEIVED

MAY 20 2013

WATER RESOURCES
WESTERN REGION

**PERSONAL REPRESENTATIVE'S
WARRANTY DEED**

File No.: **4101-1881716 (NR)**

Date: **June 18, 2012**

For Value Received, **Medea Karr, General Personal Representative of The Estate of Georg Sebastian GreenTree, also shown of record as Georg S. Karr, also shown of record as Georg Sebastian Green Tree**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Daniel W. Lyda and Janet Black, husband and wife**, hereinafter referred to as Grantee, whose current address is **3712 Kipling Rd., Boise, ID 83706**, the following described premises, situated in **Boise County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Boise, State of Idaho, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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.

The Estate of Georg Sebastian GreenTree


Medea Karr, General Personal
Representative

AFTER RECORDING MAIL TO:

Daniel W. Lyda and Janet Black
3712 Kipling Rd.
Boise, ID 83706

**PERSONAL REPRESENTATIVE'S
WARRANTY DEED**

File No.: **4101-1881716 (NR)**

Date: **June 18, 2012**

For Value Received, **Medea Karr, General Personal Representative of The Estate of Georg Sebastian GreenTree, also shown of record as Georg S. Karr, also shown of record as Georg Sebastian Green Tree**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Daniel W. Lyda and Janet Black, husband and wife**, hereinafter referred to as Grantee, whose current address is **3712 Kipling Rd., Boise, ID 83706**, the following described premises, situated in **Boise County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Boise, State of Idaho, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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.

The Estate of Georg Sebastian GreenTree


Medea Karr, General Personal
Representative

APN:

Warranty Deed
- continued

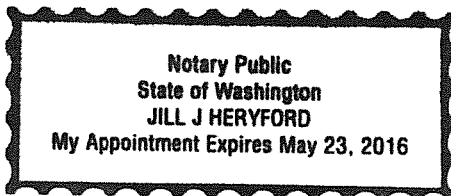
File No.: 4101-1881716 (NR)

Date: 06/18/2012

STATE OF WA)
COUNTY OF King) SS.

On this 19 day of June, 2012, before me, a Notary Public in and for said State, personally appeared **Medea Karr**, known or identified to me to be the person whose name is subscribed to the within instrument as General Personal Representative of the Estate of **Georg Sebastian GreenTree**, and acknowledged to me that he/she/they executed the same as such General Personal Representative.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jill A. Hood
Notary Public for the State of WA
Residing at: Nashon, WA
My Commission Expires: 5/23/12

Exhibit "A"

Real property in the County of Boise, State of Idaho, described as follows:

Parcel 1:

Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, Township 4 North, Range 4 E.B.M., Boise County, Idaho, described as:

Beginning at the NE corner of said Section 30, thence S. 89°04' W. a distance of 2625.19 feet to a point which is the unmarked N $\frac{1}{4}$ of said Section 30,
thence S. 17°39'13" W. 299.46 feet to a point,
thence S. 46°44'09" W. 215.15 feet,
thence N. 54°44'47" W. 129.62 feet,
thence S. 46°28'13" W. 271.09 feet to the Real Point of Beginning;
thence S. 20°57'28" W. 293.9 feet;
thence S. 73°59'43" W. 79.6 feet;
thence N. 56°30'21" W. 64.4 feet;
thence N. 33°12'47" W. 91.3 feet;
thence N. 45°48'58" E. 296.6 feet;
thence S. 72°58'32" E. 76.0 feet to the Real Point of Beginning.

Parcel 2:

Together with an easement for ingress and egress to and from the described property across adjacent property from the Robie Creek Road, along an existing access road approximately 20 feet in width which intersects the Robie Creek Road approximately 200 feet easterly of the Northeasterly corner of the described property as granted in Warranty Deed recorded January 9, 1981, as Instrument No. 98809.