

DEV

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 09 2010

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
36-16516	Yes		Yes ☐		Yes ☐
36-16518	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: U.S.D.I., BLM, Idaho State Office; 1387 S. Vinnell Way; Boise, ID 83709-1657
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Alan V. Woodland
Name of each new owner as listed on the conveyance document
Debra W. Woodland
New owner continued Name connector ☐ and ☐ or ☐ and/or
419 W 125 Lane N
Mailing address
Paul ID 83347
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: Sept 15, 2010

6. 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.

7. Signature: Alan V. Woodland Title, if applicable Date 12-8-10
Signature of new owner/claimant
Signature: Debra W. Woodland Title, if applicable Date 12-8-10
Signature of new owner/claimant

For IDWR Office Use Only:

Received by Che Date 12/13/10 Receipt No. 5031718 Receipt Amt. \$ 50.00
Approved by _____ Processed by _____ Date _____

The United States of America
To all to whom these presents shall come, Greeting:

IDI-35790

WHEREAS

Alan V. Woodland and Debra W. Woodland

are entitled to a land patent pursuant to Sections 203 and 209 of the Act of October 21, 1976, as amended (43 U.S.C. 1713 and 1719), for the following described land:

Boise Meridian, Idaho

T. 6 S., R. 22 E.,
Sec. 29, SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Containing 40 acres.

NOW KNOW YE, that there is, therefore, granted by the **UNITED STATES**, unto Alan V. Woodland and Debra W. Woodland, the land described above; **TO HAVE AND TO HOLD** the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, there unto belonging, unto Alan V. Woodland and Debra W. Woodland and to their heirs or assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).
2. A 60-foot wide right-of-way for road purposes, including the right of access for the people of the United States, as reserved under Right-of-Way IDI 36669, pursuant to Title V of the Act of October 21, 1976 (43 U.S.C. 1767) , and the right to enforce all or any of the terms and conditions of the right-of-way.

SUBJECT TO:

1. Pursuant to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act [42 U.S.C. 9620(h)] (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1988 (100 Stat. 1670), notice is hereby given that the above described parcel has been examined and no evidence was found to indicate that any hazardous substances have been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

Patent No. 11-2010-0006

2. The patentees, by accepting this patent, covenant and agree to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind arising from the past, present, and future acts or omissions of the patentee, its employees, agents, contractors, lessees, or any third party, arising out of, or in connection with the patentee's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentees and its employees, agents, contractors, or lessees, or any third party, arising out of, or in connection with, the use and/or occupancy of the patented real property that has already resulted or does hereafter result in: (1) Violations of Federal, State, and local laws and regulations that are now, or may in the future, become applicable to the real property; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s), and /or hazardous substance(s), as defined by Federal or State environmental laws, off, on, into or under land, property and other interests of the United States; (5) Activities by which solids or hazardous substance(s) or wastes, as defined by Federal and State environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substance(s) or waste(s); or (6) Natural resource damages as defined by Federal and State law. This covenant shall be construed as running with the patented real property and may be enforced by the United States in a court of competent jurisdiction.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Boise, Idaho, the fifteenth day of September in the year of our Lord two thousand and ten and of the Independence of the United States the two hundred and THIRTY-FIFTH.

By Jerry L. Taylor
Jerry L. Taylor
Chief, Branch of Lands, Minerals, Water Rights
Resource Services Division