

RECEIVED

DEV ✓

AUG 05 2009

Department of Water Resources
Eastern Region

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 22-2251 OK					
WR 22-7493 OK					
WR 22-7495 OK					
WR 22-7513					
PD 22-7090 OK					
8-21-09 Kirt Sutton indicated this water right should be split.					

SUPPORT DATA

2. The following **REQUIRED** information must be submitted with this form:

IN FILE # 22-2251

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

H LE ROY Zollinger ✓

WANDA Percival

LAVINIA Powell

4. New Owner/Claimant(s)

Kirt + Lori Sutton, Stanley + Pauline Sutton, Living Trust

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

864 E 7156 S

City, State and ZIP Code

Rexburg Id. 83440.

New Telephone Number

(208) 356-6356

Email:

5. Date you acquired the property

7/27/06

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Kirt Sutton Pres.

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

E035281 \$75.00**For IDWR Office Use Only:**
 Received by [Signature]
 Received by [Signature]
 Processed by AJ

 Date 8-5-09
 Date 8-5-09
 Date

 Receipt Amt. 125.00
 Receipt No. E035252
 WR Date

WARRANTY DEED

THIS INDENTURE, made this 4th day of February, 1994, between LAVINA ZOLLINGER POWELL of 1304 Laurel, Idaho Falls, Bonneville County, Idaho, the Party of the First Part, and BRET SUTTON and FRANKIE SUE SUTTON, his wife, of 390 East 7000 South, Rexburg, County of Madison, Idaho, and KIRT SUTTON and LORI SUTTON, his wife, of 864 East 7156 South, Rexburg, County of Madison, Idaho, the Party of the Second Part,

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations, to Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said Party of the Second Part, and to Party of the Second Part's heirs and assigns, forever, all the following described real estate situated in the County of Madison, State of Idaho, to-wit:

Township 5 North, Range 40 East. Boise Meridian,
Madison County, Idaho.

Section 28: W1/2 SE1/4, lying and being East of
the Railroad right of way.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Party of the First Part,

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances unto the Party of the Second Part, and to Party of the Second Part's heirs and assigns forever. And the said Party of the First Part, and said Party of the First Part's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said Party of the Second Part, and Party of the Second Part's heirs and assigns, against the said Party of the First Part, and Party of the First Part's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN CONSTRUING this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said Party of the First Part hereunto has set his hand.


LAVINA ZOLLINGER POWELL

STATE OF IDAHO)
) ss
County of Jefferson)

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared LAVINA ZOLLINGER POWELL, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same.

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

(seal)


Notary Public for Idaho
Residing at: Rigby, Idaho
Commission Expires: 10/24/97

Instrument # 353189

REXBURG, MADISON, IDAHO

4-13-2009 01:05:00 No. of Pages: 1

Recorded for: THATCHER BEARD ST. CLAIR

MARILYN R. RASMUSSEN Fee: 3.00

Ex-Officio Recorder Deputy 

WARRANTY DEED

THIS INDENTURE, made this 4 day of February, 1994, between H. LEROY ZOLLINGER and SHARON DALE ZOLLINGER, his wife, of 8611 Brynwood Drive, Boise, Ada County, Idaho; WANDA PERCIVAL and DONALD PERCIVAL, her husband, of 1180 Corrine Ave, Idaho Falls, Bonneville County, Idaho, the Party of the First Part, and BRET SUTTON and FRANKIE SUE SUTTON, his wife, of 390 East 7000 South, Rexburg, County of Madison, Idaho, and KIRT SUTTON and LORI SUTTON, his wife, of 864 East 7156 South, Rexburg, County of Madison, Idaho, the Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations, to Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said Party of the Second Part, and to Party of the Second Part's heirs and assigns, forever, all the following described real estate situated in the County of Madison, State of Idaho, to-wit:

Township 5 North, Range 40 East, Boise Meridian,
Madison County, Idaho

Section 27: SE1/4

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Party of the First Part,

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances unto the Party of the Second Part, and to Party of the Second Part's heirs and assigns forever. And the said Party of the First Part, and said Party of the First Part's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said Party of the Second Part, and Party of the Second Part's heirs and assigns, against the said Party of the First Part, and Party of the First Part's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN CONSTRUING this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said Party of the First Part hereunto has set his hand.

H. Leroy Zollinger
H. LEROY ZOLLINGER

Sharon Dale Zollinger
SHARON DALE ZOLLINGER

Wanda Percival
WANDA PERCIVAL

Donald Percival
DONALD PERCIVAL

Instrument # 353188

REXBURG, MADISON, IDAHO

4-13-2009 01:03:00 No. of Pages: 2

Recorded for : THATCHER BEARD ST. CLAIR

MARILYN R. RASMUSSEN

Fee: 6.00

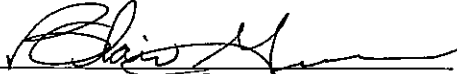
Ex-Officio Recorder Deputy

STATE OF IDAHO)
) ss
County of T Jefferson)

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared H. LEROY ZOLLINGER and SHARON DALE ZOLLINGER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing, 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 acknowledgement first above written.

(seal)


Notary Public for Idaho
Residing at: Rigby, Id.
Commission Expires: 10/24/97

STATE OF IDAHO)
) ss
County of T Jefferson)

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared WANDA PERCIVAL and DONALD PERCIVAL, known to me to be the persons whose names are subscribed to the foregoing, 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 acknowledgement first above written.

(seal)


Notary Public for Idaho
Residing at: Rigby, Id
Commission Expires: 10/24/97

WARRANTY DEED

THIS INDENTURE, made this 4th day of February, 1994, between ZOLLINGER FARMS PARTNERSHIP, an Idaho partnership composed of W. LeRoy Zollinger and Wanda Percival and Lavina Zollinger Powell, of 8611 Brynwood Drive, Boise, Ada County, Idaho, the Party of the First Part, and BRET SUTTON and FRANKIE SUE SUTTON, his wife, of 390 East 7000 South, Rexburg, County of Madison, Idaho, and KIRT SUTTON and LORI SUTTON, his wife, of 864 East 7156 South, Rexburg, County of Madison, Idaho, the Party of the Second Part,

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), lawful money of the United States of America, and other good and valuable considerations, to Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said Party of the Second Part, and to Party of the Second Part's heirs and assigns, forever, all the following described real estate situated in the County of Madison, State of Idaho, to-wit:

SEE ATTACHED EXHIBIT A

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Party of the First Part,

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances unto the Party of the Second Part, and to Party of the Second Part's heirs and assigns forever. And the said Party of the First Part, and said Party of the First Part's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said Party of the Second Part, and Party of the Second Part's heirs and assigns, against the said Party of the First Part, and Party of the First Part's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

IN CONSTRUING this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said Party of the First Part hereunto has set his hand.

ZOLLINGER FARMS PARTNERSHIP

by: H. Leroy Zollinger
H. LEROY ZOLLINGER

STATE OF IDAHO)
) ss
County of)

On this 4th day of Febuary, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared H. LEROY ZOLLINGER, ZOLLINGER FARMS PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that he executed the same on behalf of ZOLLINGER FARMS PARTNERSHIP.

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

(seal)

Blair St. Clair
Notary Public for Idaho
Residing at Rigby, Idaho
Commission Expires: 10/24/97

Instrument # 353187
REXBURG, MADISON, IDAHO
4-13-2009 01:01:11 No. of Pages: 2
Recorded for: THATCHER BEARD ST. CLAIR
MARILYN R. RASMUSSEN Fee: 6.00
Ex-Officio Recorder Deput

TRACT 2:

Township 5 North, Range 40 East, Boise Meridian, Madison County, Idaho

Section 27: SW $\frac{1}{4}$

Section 28: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 33: NE $\frac{1}{4}$, less right of way for railroad; E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; the West 2 rods of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and commencing at a point 522 feet North of the Southeast Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$, and running thence West 50 feet; thence South 60 feet; thence East 50 feet; thence North 60 feet to the point of beginning.

Also an undivided one-third interest in and to the following easement:

Easement for ingress and egress to the above described property 20 feet wide, the center line described as follows: commencing at a point 494 feet North of the Southwest Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and running thence East 1320 feet.

Section 34: All

GRANT DEED

FOR VALUE RECEIVED, **FRANKIE SUE SUTTON**, as Personal Representative of the **ESTATE OF BRET J. SUTTON**, deceased, with the Estate pending in the Seventh Judicial District in and for the County of Madison, Case No. CV-05-251, and **FRANKIE SUE SUTTON**, a widow, of 390 East 7000 South, Rexburg, Idaho 83440, collectively as to an undivided Fifty Percent (50%) interest, hereinafter "Grantors," do hereby grant and convey to **STANLEY B. SUTTON** and **PAULINE SUTTON**, as Co-Trustees, or their successors in trust, under the **STAN & PAULINE SUTTON LIVING TRUST**, dated November 24, 1999, of 578 East 7000 South, Rexburg, Madison County, Idaho 83440, hereinafter "First Grantees," an undivided Twenty-five Percent (25%) interest, and **KIRT SUTTON** and **LORI SUTTON**, husband and wife, of 864 E. 7156 S., Rexburg, Idaho 83440, hereinafter, "Second Grantees", an undivided Twenty-five Percent (25%) interest, in and to the following described property, situated in Madison County, Idaho, to-wit:

Twp. 5 N., Rge. 40 E., Boise Mer., Madison County, Idaho

- Sec. 27: S $\frac{1}{2}$
Sec. 28: E $\frac{1}{2}$ SE $\frac{1}{4}$ and that part of W $\frac{1}{2}$ SE $\frac{1}{4}$ lying and being East of the Railroad right-of-way
Sec. 33: NE $\frac{1}{4}$ less Railroad right-of-way
Also: E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$;
Also: The West 2 rods of NW $\frac{1}{4}$ SE $\frac{1}{4}$;
Also: Commencing at a point 522 feet North of the Southeast corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$ and running thence West 50 feet; thence South 60 feet; thence East 50 feet; thence North 60 feet to the point of beginning, **together with** an easement for ingress and egress thereto 20 feet wide, the center line of which commences at a point 494 feet North of the Southwest Corner of NW $\frac{1}{4}$ NW $\frac{1}{4}$ and running thence East 1320 feet.
Sec. 34: All

TOGETHER WITH any and all water rights, wells, pumps and irrigation systems and improvements and appurtenances thereto.

SUBJECT TO Easements of record or in existence for roads, railroads, ditches, pipelines and utilities.

THIS CONVEYANCE is subject to all the rights of Sellers under that "Contract of Sale," dated February 1, 1994, with "Notice of Purchasers Interest," recorded on February 10, 1994, as Instrument No. 250527, records of Madison County, Idaho. There is owing on the Contract of Sale three remaining amortized installments of \$109,800.00 each, due on February 1, 2007, February 1, 2008 and February 1, 2009 (with the final installment to include any balance of principal and interest then unpaid). Second Grantees are obligated to make all of those payments, when due, and to hold Grantors and First Grantees harmless of any liability thereunder.

AS A RESULT of this conveyance the property is owned, subject to the Contract of Sale above described, Twenty-five Percent (25%) by First Grantees and Seventy-five Percent (75%) by Second Grantees [who already owned Fifty Percent (50%) thereof under the Contract of Sale.]

THIS CONVEYANCE is in partial furtherance of a Real Estate Exchange Agreement dated February 10, 2006. The property included herein may be referred to as the "Hill Property" or the "Zollinger Property."

"GRANTORS"


FRANKIE SUE SUTTON,
as Personal Representative of the
Estate of Bret Sutton, deceased.


FRANKIE SUE SUTTON

Acknowledgment by Personal Representative

STATE OF IDAHO)
 ss.
County of Madison.)

On this 21st day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Frankie Sue Sutton**, known to me to be the Personal Representative of the Estate of Bret J. Sutton, deceased, and acknowledged to me that she executed the same as such Personal Representative.



Anne Wieben

Notary Public for Idaho

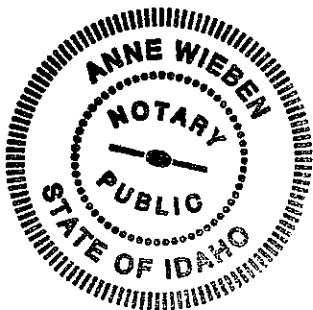
Residing at Rigby

My Commission expires: 7/27/2007

Acknowledgment

STATE OF IDAHO,)
 ss.
County of Madison)

On this 21st day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Frankie Sue Sutton**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Anne Wieben

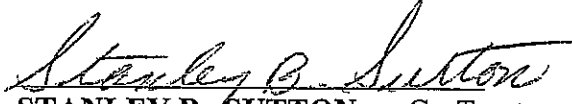
Notary Public for Idaho

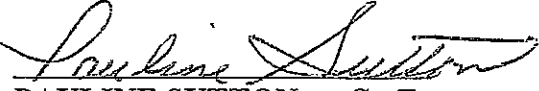
Residing at Rigby

My Commission Expires: 7/27/2007

ACCEPTED BY FIRST GRANTEES AND SECOND GRANTEES this 10th day of
February, 2006.

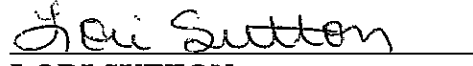
"FIRST GRANTEES"


STANLEY B. SUTTON, as Co-Trustee
of the Stan & Pauline Sutton
Living Trust


PAULINE SUTTON, as Co-Trustee
of the Stan & Pauline Sutton
Living Trust

"SECOND GRANTEES"

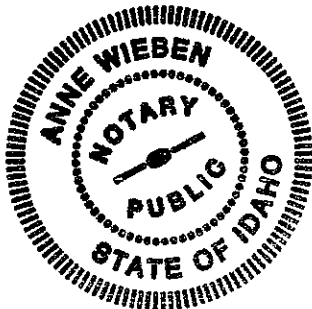

KIRT SUTTON


LORI SUTTON

Acknowledgment by Co-Trustees

STATE OF IDAHO,)
 ss.
County of Madison.)

On this 26th day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Stanley B. Sutton** and **Pauline Sutton**, known to me to be persons whose names are subscribed to the within instrument as the Trustees of the **STAN & PAULINE SUTTON LIVING TRUST**, and acknowledged to me that they executed the same as such Trustees.

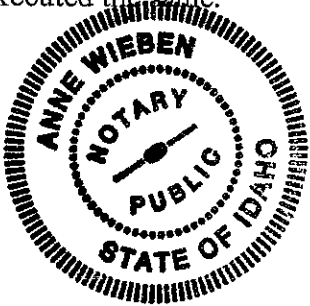



Notary Public for Idaho
Residing at Rigby
My Commission expires: 7/27/2007

Acknowledgment

[illegible]

On this 4 day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kirt Sutton** and **Lori Sutton**, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Annalinden

Notary Public for Idaho

Residing at Rigby

My Commission Expires: 7/27/2007