

RECEIVED
Form 42-218/42-1409(6) 10/07

5-22-01

\$25.00

MAI 26 2009

DEPARTMENT OF
WATER RESOURCES

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)
71-7113					
71-7180					

2. The following **REQUIRED** information must be submitted with this form:
- 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) Alison L and Daniel J Hammerbeck
PO Box 268
Stanley Id 83278
4. New Owner/Claimant(s) Alison L Beechert
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 42
- City, State and ZIP Code Stanley Id 83278
- New Telephone Number (208) 774 2903 Email: bealison@ruralnetw.net

SUPPORT DATA

IN FILE # 71-7113

5. Date you acquired the property

Sept. 5, 2007

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)



(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.

For IDWR Office Use Only:

Received by _____
 Received by SRP
 Processed by _____ AJ

Date _____
 Date 5-26-2009
 Date _____

Receipt Amt. \$25-
 Receipt No. C088721
 WR _____ Date _____

6/8/09\$25 C088785Total \$50

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG
Post Office Box 249
Ketchum, ID 83340
KKCL File No. 8592

227844
Custer County Req. of
Kneeland Korb & Collier
Time 11:10 AM Date 11-16, 2007
Barbara C. Breedlove, Clerk
B. C. Breedlove \$6.00
Deputy

(Space above line for Recorder's Use)

QUITCLAIM DEED

FOR VALUE RECEIVED, Daniel J. Hammerbeck, an unmarried man, as Grantor, does hereby convey, release, remise and forever quitclaim unto Alison L. Beechert, formerly known as Alison L. Hammerbeck, as Grantee, whose current address is Post Office Box 42, Stanley, ID 83278, and to Grantee's successors and assigns forever, the following described premises situated in Custer County, Idaho, to wit:

A part of the Stanley Townsite and NE 1/4 NE 1/4 of Section 9, Township 10 North, Range 13 E.B.M., Custer County, Idaho, also known as Tract 1 of the Piva Survey recorded June 25 1981, as Instrument Number 158702, described as:

Beginning at a point S. 46°28'14" W, 1509.97 feet from the NE corner of said Section 9; thence N 1°55'29" E 145.14 feet; thence N. 89°54'58" E. 330.10 feet; thence S 15°06'02" W 150.30 feet; thence S. 89°54'58" W. 295.81 feet, more or less, to the point of beginning.

together with appurtenances

DATED this 4 day of October, 2007

GRANTOR:

Daniel J. Hammerbeck
Daniel J. Hammerbeck

QUITCLAIM DEED

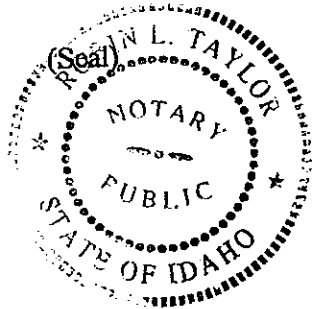
Page 1 of 2

STATE OF IDAHO)
) ss.
County of BLAINE)

On this 4 day of OCTOBER, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel J Hammerbeck, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

Robin L. Taylor
Notary Public for Idaho
Residing at Hailey
Comm. Exp. 3/11/2010



F:\WPDA\IA\hammerbeck a\QCD d hammerbeck 09-06-07 wpd

QUITCLAIM DEED

ASSIGNMENT AGREEMENT

237700

Between: Daniel J. Hammerbeck and Alison L. Hammerbeck nka Alison L. Beechert, hereinafter called Assignor, and Alison L. Beechert hereinafter called Assignee whose address is PO Box 42, Stanley, ID 83278-0268.

Covering: Promissory Note and Deed of Trust Dated September 30, 2003 between Daniel J. Hammerbeck and Alison L. Hammerbeck as Grantors. AmeriTitle, Inc. as Trustee for the benefit of Kropf Family Trust as Beneficiaries recorded on October 7, 2003 as Instrument No 0227951, Assignment recorded on July 31, 2006 as Instrument No. 234544.

which Promissory Note and Deed of Trust covers the following described real property:

See attached Exhibit A

Instrument # 326096

VALLEY COUNTY, CASCADE, IDAHO

2007-10-15

10:56:43 No. of Pages: 4

Recorded for : AMERITITLE

ARCHIE N. BANBURY

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: ASSIGNMENT OF MORTGAGE

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

For good and valuable consideration, the Assignor does hereby sell, assign, and transfer and set over to the Assignee all of the Assignor's equitable and/or legal rights, title and interest in and to the Promissory Note and Deed of Trust described above.

Assignors

Daniel J. Hammerbeck

Assignees

Alison L. Beechert

Alison L. Beechert

State of)

) ss

County of BLAINE

237700

Custer County Reg. of

Amerititle

Time 11:14 A.M Date 10-23-2007

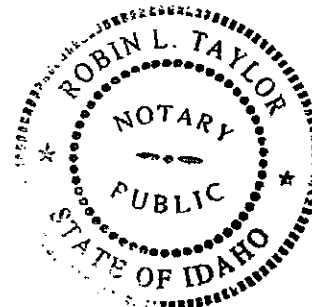
Barbara C. Breedlove, Clerk

Deputy \$12.00

On this 4 day of OCTOBER, 2007, before me, ROBIN L. TAYLOR a notary public in and for said State, personally appeared Daniel J. Hammerbeck known to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Robin L. Taylor
Notary Public

Residing at: HAILEY
Comm. Expires: 3/11/2010



ASSIGNMENT AGREEMENT

237700

Between: Daniel J. Hammerbeck and Alison L. Hammerbeck nka Alison L. Beechert, hereinafter called Assignor, and Alison L. Beechert hereinafter called Assignee whose address is PO Box 42, Stanley, ID 83278-0268.

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See attached Exhibit A

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

For good and valuable consideration, the Assignor does hereby sell, assign, and transfer and set over to the Assignee all of the Assignor's equitable and/or legal rights, title and interest in and to the Promissory Note and Deed of Trust described above.

Assignors

Assignees

Daniel J. Hammerbeck

Alison L. Beechert

Alison L. Beechert
Alison L. Beechert

State of)
) ss
County of)

On this day of , 2007, before me, _____
a notary public in and for said State, personally appeared Daniel J. Hammerbeck known
to me to be the persons whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Notary Public

Residing at:
Comm. Expires:

237700

State of Idaho)
) ss
County of Custer)

On this 1 day of October, 2007, before me, Nancy J. Anderson
a notary public in and for said State, personally appeared Alison L. Beechert known to
me to be the persons whose name is subscribed to the within instrument, and
acknowledged to me that she executed the same.

Nancy J. Anderson
Notary Public

Residing at: Stanley, Idaho 83278
Comm. Expires: 2/6/2010

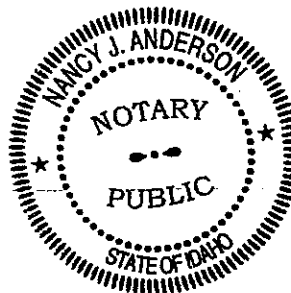
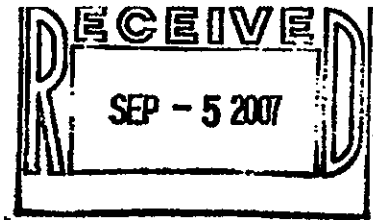


EXHIBIT "A"

A part of the Stanley Townsite and NE1/4NE1/4 of Section 9, Township 10 North, Range 13 E.B.M., Custer County, Idaho, also known as Tract 1 of the Piva Survey recorded June 25, 1981, as Instrument No. 158702, described as: Beginning at a point S. 46°28'14" W. 1509.97 feet from the NE corner of said Section 9; thence N. 1°55'29" E. 145.14 feet; thence N. 89°54'58" E. 330.10 feet; thence S. 15°06'02" W. 150.30 feet; thence S. 89°54'58" W. 295.81 feet, more or less, to the point of beginning.



BRUCE COLLIER, ESQ.
KNEELAND, KORB, COLLIER & LEGG
128 Saddle Road, Suite 103
Post Office Box 249
Ketchum, Idaho 83340
Telephone (208) 726-9311
Facsimile (208) 726-4515
ISB#1623
KKCL File No. 8592
Attorneys for Plaintiff

SEP 04 2007

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE
MAGISTRATE DIVISION**

ALISON HAMMERBECK,	)	
	)	Case No. CV 07-031
Plaintiff,	)	
v.	)	DECREE OF DIVORCE
	)	
DANIEL HAMMERBECK,	)	
	)	
Defendant,	)	
_____	)	

This case came before the Court in chambers. Neither of the parties were personally present before the Court. A Stipulation For the Entry of Decree of Divorce has been filed in this case, and the parties have therein stipulated:

1. That the Court has personal jurisdiction over the parties and subject matter jurisdiction;
2. That the Court consider, approve, adopt and merge into the Decree of Divorce the

DECREE OF DIVORCE

Marriage Settlement Agreement dated the 7th day of August, 2007, an executed copy of which has been attached to the Stipulation For Entry of Decree of Divorce; and

3. That they waive the need to make findings of fact and conclusions of law other than as stated herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. For more than six weeks prior to the commencement of this action, the Plaintiff has been a bona fide resident of and domiciled in the State of Idaho and residing in Custer County, State of Idaho. Irreconcilable differences have arisen between the Plaintiff and the Defendant which create substantial reasons for not continuing the marriage.

2. The bonds of matrimony heretofore and now existing between the parties are forever dissolved and forever set aside and the parties are granted a divorce from one another on the basis of a showing of irreconcilable differences between the parties.

3. The Court approves, confirms and ratifies the terms and provisions of the Marriage Settlement Agreement which is merged into and becomes a part of this Decree of Divorce. The parties are ordered to abide by the terms and conditions of the Marriage Settlement Agreement.

4. The Marriage Settlement Agreement equitably divides the community property of the parties, and allocates community obligations between the parties in an equitable fashion.

5. The Marriage Settlement Agreement confirms to each of the parties their respective separate property.

6. Consistent with the Marriage Settlement Agreement, neither of the parties shall be required to pay or provide spousal support to the other.

7. Consistent with the Marriage Settlement Agreement, the Plaintiff is reinstated to her

former surname, Beechert.

DATED this 4th day of September, 2007.

R. Ted Daniel
MAGISTRATE

F:\WPDATA\hammerbeck,al\decr of divorce.wpd