

File 36-2721B

~~Peppersack, Jeff~~

see attached owner change,
deed + agreement

From: Peppersack, Jeff
Sent: Monday, December 18, 2006 5:03 PM
To: 'North Snake Ground Water District'
Subject: RE: 36-2721B Patterson

Jf 12/18/06

Got the fax. Will change the owner to remove Randy Sellers as current owner.

Jeff

-----Original Message-----

From: North Snake Ground Water District [mailto:nsgwd@safelink.net]
Sent: Monday, December 18, 2006 2:53 PM
To: Peppersack, Jeff
Subject: RE: 36-2721B Patterson

Jeff,

I went to the court house and pulled a copy of that agreement. It states that Cooper and Sellers, can remain in the home that is now owned by Patterson, but complete ownership is Patterson. I will fax the agreement over, let me know that you receive and the status of the ownership on the water right.

Thanks

Angelina M. Leavitt
Secretary/Treasurer/Clerk
North Snake Ground Water District
152 East Main Street
Jerome, Idaho 83338
phone 208-324-8995
fax 208-324-8033

From: Peppersack, Jeff [mailto:Jeff.Peppersack@idwr.idaho.gov]
Sent: Monday, December 18, 2006 2:13 PM
To: North Snake Ground Water District
Subject: RE: 36-2721B Patterson

Yes, Trish found it and just scanned it in. The deed is in the name of Pattersons. I did notice that the conveyance was subject to a life estate agreement. I'm not sure how that might affect title or if it might explain the inclusion of Randy Sellers as owner. The deed notes an instrument number for the agreement, but we don't have a copy. I've tried to reach our attorney to discuss, but have not been successful yet. Could be that we'd need to know what the agreement says.

Jeff

-----Original Message-----

From: North Snake Ground Water District [mailto:nsgwd@safelink.net]
Sent: Monday, December 18, 2006 1:57 PM
To: Peppersack, Jeff
Subject: RE: 36-2721B Patterson

Jeff,

I was looking at the water right file on the IDWR web site for right 36-2721B and there is a tab for

12/18/2006

related documents, in there is a copy of the notice in change in ownership. This was the filing by Patterson's that has an attached copy of the warranty deed. Let me know what you find.

Angelina M. Leavitt
Secretary/Treasurer/Clerk
North Snake Ground Water District
152 East Main Street
Jerome, Idaho 83338
phone 208-324-8995
fax 208-324-8033

From: Peppersack, Jeff [mailto:Jeff.Peppersack@idwr.idaho.gov]
Sent: Friday, December 15, 2006 4:29 PM
To: North Snake Ground Water District
Subject: RE: 36-2721B Patterson

Angye,
I asked Trish at Southern Region to help locate the claim file so we could check on the deed. She is not having any luck so far. If you have access to the deed at some point, send me a copy and we'll see what needs to be done.

Jeff

-----Original Message-----

From: North Snake Ground Water District [mailto:nsgwd@safelink.net]
Sent: Thursday, December 14, 2006 1:49 PM
To: Peppersack, Jeff
Subject: 36-2721B Patterson

Jeff,
I have another right I could use a bit of help on researching. No huge rush on this one, no sale in works. Lisa Patterson sent a change of water right ownership form and fee to IDWR on 1-6-00 regarding 36-2721B. Former owner is Estate of Geraldine Sellers. New owners are Russell or Lisa Patterson. This right is showing owners as the Patterson's but shows that Randy Sellers also is a current owner. Could you see what you show in the file, the only owners that should show as current should be the Patterson's.

Thank you

Angelina M. Leavitt
Secretary/Treasurer/Clerk
North Snake Ground Water District
152 East Main Street
Jerome, Idaho 83338
phone 208-324-8995
fax 208-324-8033

— processed by AJ in 2:00 —

RECEIVED
JAN 07 2007
Department of Water Resources
Boise, IdahoSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIPPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.1. Water Right No(s): 36-27213

Adjudication Claim No(s): _____

2. The following **REQUIRED** information must be submitted with this form:A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with 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/ClaimantEstate of Geraldine Sellers

4. New Owner/Claimant(s)

1082 S 2000 E Heyburn ID 83335
Russell or Yvonne PattersonName Connector (Check one): ☐ and, ☒ or, ☐ and/or

New Mailing Address

1800 Z St.

City, State and ZIP Code

HEYBURN ID 83336

New Telephone Number

(208) 678-0441

5. Date you acquired the property

1-21-986. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

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

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

WARRANTY DEED

For Value Received

Shana Marie Green, as Conservator of the Estate of Geraldine Marie Sellers Cooper, an Incapacitated Person (also shown of record as Geraldine Marie Sellers)

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

RUSSELL V. PATTERSON and LISA E. PATTERSON, husband and wife
Address: 1800 Z Street, Heyburn, ID 83336

Hereinafter called the Grantee, the following described premises situated in Jerome County, Idaho, to-wit:

PARCEL NO. 2

TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 8: N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described tract:
Commencing at the Southeast Section corner in said Section 8;
Thence North 0°06'23" West, 982.63 feet to THE TRUE POINT OF BEGINNING;
Thence South 89°53'37" West, 128.00 feet;
Thence North 0°06'23" West, 215.00 feet;
Thence North 89°53'37" East, 128.00 feet;
Thence South 0°06'23" East, 215.00 feet to THE TRUE POINT OF BEGINNING.

Section 9: A parcel of land located in said Section, described as follows:

Commencing at the Southwest Section corner of said Section 9;
Thence North 0°06'23" West, 807.63 feet said point being THE TRUE POINT OF BEGINNING;
Thence North 89°53'37" East, 134.96 feet;
Thence South 0°15'48" West, 34.39 feet;
Thence South 89°44'12" East, 110.39 feet;
Thence North 0°44'12" West, 102.60 feet;
Thence North 67°15'48" East, 266.33 feet;
Thence North 62°15'48" East, 399.95 feet;
Thence North 83°15'48" East, 423.15 feet;
Thence North 8°44'12" West, 526.08 feet;
Thence North 75°15'48" East, 282.72 feet;
Thence North 67°15'48" East, 399.90 feet;
Thence North 87°15'48" East, 372.34 feet;
Thence North 57°15'48" East, 344.03 feet;
Thence South 85°44'12" East, 347.86 feet;
Thence South 71°44'12" East, 399.91 feet;
Thence North 68°32'01" East, 463.58 feet;
Thence North 17°27'59" West, 444.75 feet;
Thence South 64°23'37" West, 65.60 feet;
Thence North 64°46'53" West, 283.44 feet;
Thence North 51°09'53" West, 729.08 feet to the West boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 9;
Thence South 0°03'23" East, 523.82 feet to the Southwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;
Thence North 89°55'53" West, 2632.38 feet to the Northwest corner of the SW $\frac{1}{4}$;
Thence South 0°06'23" East, 1828.58 feet to THE TRUE POINT OF BEGINNING.

Section 17: NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING THEREFROM the following described tract:
Beginning at a point on the East line of said Section 17, at 485 feet South from the Northeast corner of said Section;
Thence South 54°00' West, 637 feet;
Thence South 47°19' West, 100 feet;
Thence South 29°50' West, 100 feet;

REC'D
Land Title & Escrow, Inc.
JAN 23 1 12 PM '99
JEROME
IDAHO
FEES
DEED
Sellers

980297

Thence South 7°15' West, 60 feet;
Thence South 31°56' East, 220 feet;
Thence South 54°45' East, 108 feet;
Thence South 89°58' East, 443 feet to the East line of said Section 17;
Thence North 836 feet on said Section line to THE TRUE POINT OF BEGINNING.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including but not limited to 40.4 shares of capital stock in North Side Pump Company, and water right #36-2721B.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 1998 and subsequent years, which are a lien, but not yet due and payable.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Power Line Easement given by Glen E. Trail and Violet A. Trail, husband and wife, to Idaho Power Company, a corporation, dated November 26, 1952, recorded February 23, 1995 in Book 2 Orders, Page 112 as Instrument Number 124960, Jerome County records, affecting the NW¼SE¼ of Section 9, Township 10 South, Range 20 East, Boise Meridian. (Parcel No. 2)

Easement given by Floyd W. Trail and Louise W. Trail, husband and wife, to Tom Hohnhorst and Beulah Hohnhorst, husband and wife, dated March 17, 1965, recorded March 25, 1965 in Book 168 Page 460 as Instrument Number 162985, Jerome County records, affecting the NW¼SW¼ of Section 9, Township 10 South, Range 20 East, Boise Meridian.

We note a survey of record of the subject property recorded December 19, 1997, as Instrument Number 975743, Jerome County records.

We note a survey of record of the subject property recorded December 19, 1997, as Instrument Number 975745, Jerome County records.

RP
JP
Subject to Life Estate Agreement by and between Geraldine Sellers Cooper, a widow, acting by and through her guardian and conservator, Shana Green; Randy Sellers, an unmarried man, and Russell V. and Lisa E. Patterson, husband and wife, dated January 23, 1998, recorded on January 23, 1998 as Instrument Number 980296 Jerome County Records.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

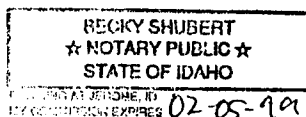
Dated: January 21, 1998

Shana Marie Green

Shana Marie Green, as Conservator of the Estate of
Geraldine Marie Sellers Cooper, an Incapacitated person

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 23rd day of January, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Shana Marie Green, known or identified to me to be the person whose name is subscribed to the within instrument as the Conservator of the Estate of Geraldine Marie Sellers Cooper, a protected person, and acknowledged to me that she executed the same as conservator.



Becky Shubert
Notary Public
Residing at: Jerome ID
My Commission expires: 02-05-99

FROM :

FAX NO. : 208-324-8033

Dec. 18 2006 05:06PM P1



152 East Main Street
Jerome, Idaho 83338
208-324-8995
208-324-8033
nsgwd@safelink.net

*North Snake Ground
Water District*

Fax

To: <i>Jeff Peppersack</i>	From: <i>Angelina M. Leavitt</i>
Fax: <i>208-287-6700</i>	Pages: <i>6 including cover</i>
Phone: <i>208-287-4800</i>	Date: <i>December 18, 2006</i>
Re: <i>36-2721B - Patterson</i>	CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:**

Confidential:

LIFE ESTATE AGREEMENT

THIS LIFE ESTATE AGREEMENT entered into by and between Geraldine Sellers Cooper, a widow, acting by and through her guardian and conservator, Shana Green ("Cooper"); Randy Sellers, an unmarried man ("Sellers"); and Russell V. and Lisa E. Patterson, husband and wife ("Patterson"):

1. RECITALS.

Cooper owns a farm located near Hazelton, Jerome County, Idaho consisting of approximately 234.86 acres, more particularly described upon Exhibit A attached, and located at 1082 South, 2000 East, Hazelton, Idaho. Cooper and Sellers presently reside in a house located upon the farm. Cooper has agreed to sell the farm, including the house, to Patterson. Pursuant to the agreement of sale, the parties have agreed that Cooper shall be entitled to reserve therefrom a life estate, for the duration of the lives of both Cooper and Sellers, permitting Cooper and Sellers (or the survivor of them) to occupy and use the house so long as either shall live, and desire to do so. The parties enter into this agreement for the purpose of documenting the reservation of such life estates, and the terms and conditions thereof.

2. RESERVATION AND TERM.

Notwithstanding any warranty deed or other conveyance absolute upon its face, Cooper reserves both to herself for her benefit, and to Sellers, for his benefit, an estate for life permitting Cooper and Sellers (or the survivor of them) to occupy, reside within and upon, and use the house, existing yard, driveways, well and other appurtenances comprising any portion thereof. The estate reserved hereby shall continue for a term so long as either Cooper or Sellers shall be living, and so long as either shall actually occupy the house and appurtenant premises as their principle place of residence. Neither Cooper or Sellers may rent the premises to any third party, or leave it vacant for any period in excess of 60 days without an intention to return to the premises and use it as their principle place of residence. The reserved estate shall terminate upon the deaths of both Cooper and Sellers, or when Cooper and Sellers shall have notified Patterson in writing that neither desires to continue to occupy the premises, or when Cooper and Sellers have elected to retain certain casualty loss insurance proceeds as provided in Section 6 hereof. Patterson may identify termination of the life estates by recording certified copies of the death certificates of Cooper and Sellers, or a writing signed by Cooper and Sellers indicating that the life estates have been terminated.

LIFE ESTATE AGREEMENT - 1

980296
REC'D
Hobart Title & Escrow, Inc.
JAN 23 1 12 PM '07
JEROME IDAHO
FEES \$5.00 DE [Signature]

3. LOCATION OF RESERVED PROPERTY.

That portion of the premises to which the reservation shall apply includes the existing residence; any lawns, yards, gardens and parking spaces used in connection therewith; a right of ingress, egress and access by and through any existing driveways and roads; and the right to make use of existing wells for the provision of domestic and culinary water supplies. The area encompassed thereby consists of a rectangular parcel described as follows: from the mid-line of County Road 2000 East, east one hundred forty-five (145) feet along the northerly edge of an existing driveway; then north one hundred sixty-five (165) feet; then west one hundred forty-five (145) feet; then south one hundred sixty-five (165) feet to the point of beginning.

4. PAYMENT OF EXPENSES.

It is understood that during the term of the reserved estates, Patterson shall be solely responsible for payment of all real property taxes or assessments; any major repairs to or replacement of the foundation, walls, floors, roof or other structural portions of the house, well, pump, motor, water-delivery system, furnace, and the electrical, plumbing and waste disposal systems. Cooper and Sellers shall be responsible for the expense of all other repairs, including all minor repairs to the well, pump, motor, furnace or roof, and all routine maintenance and upkeep to the structure including painting, yard maintenance and landscaping. For purposes of this provision, a "minor repair" is any costing less than a total of \$300.00, and a "major repair" is any costing in excess of a total of \$300.00.

5. NON-INTERFERENCE COVENANTS.

Patterson covenants and agrees to make use of the premises, and in particular that portion adjacent to the house, in such a way as not to unreasonably interfere with Cooper and Sellers occupation and use of the premises as a place of personal residence. Cooper and Sellers covenant and agree not to make use of the premises occupied by them in such a way as to unreasonably interfere with Patterson's use of the remainder of the premises as a farm.

6. INSURANCE: USE OF PROCEEDS.

Patterson covenants and agrees to purchase, and at all times during the period of the reserved estates for life maintain in full force and effect, a policy of broad-form casualty loss insurance issued in a form and by an insurer satisfactory to Cooper and Sellers, insuring the existing house against loss by fire, wind, and other insurable perils to its maximum insurable value. The policy shall identify Patterson, Cooper and Sellers as insured owners entitled to receive payment in the event of a covered loss. In the event of a covered loss, it is understood and agreed that Cooper and Sellers (or the survivor of

them) shall be entitled to make use of the proceeds, in their entirety, to repair, rebuild or replace the structure. To the extent such proceeds shall, for any reason, be insufficient to pay for the entire cost of repair, reconstruction or replacement, Cooper and Sellers (or the survivor of them) shall be entitled to make use of all such proceeds, and any further sum required to be expended shall be furnished or paid by Cooper and/or Sellers. In the alternative, and in lieu of repairing or reconstructing their premises, Cooper and Sellers (or the survivor of them) shall be entitled to elect to retain two-thirds of such proceeds, in which case the estates for life reserved hereby shall terminate. In the event Cooper and Sellers (or the survivor of them) shall elect to retain such proceeds, they agree to execute a recordable statement indicating that the life estates have been terminated.

7. MISCELLANEOUS PROVISIONS.

(A) This Agreement contains the complete, integrated understanding of the parties concerning its subject matter.

(B) This Agreement shall inure to the benefit of, and shall be binding upon the heirs, estates, personal representatives, assigns and successors in interest and title of the parties. The rights created hereby shall attach to, and run with the title to the land in question.

8. SIGNATURES.

IN WITNESS THEREOF, the parties have hereto set their signatures:

Geraldine Sellers Cooper

Dated: January 21, 1998

By Shana M. Green
Shana Green, her guardian and
conservator

Dated: January 22, 1998

Randy Sellers
Randy Sellers

Dated: January 23, 1998

Russell V. Patterson
Russell V. Patterson

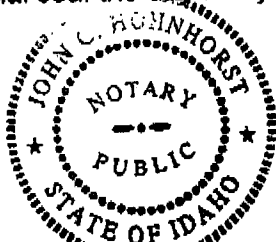
Dated: January 23, 1998

Lisa E. Patterson
Lisa E. Patterson

STATE OF IDAHO)
) ss.
 County of Twin Falls)

On this 22nd day of January, 1998, before me, the undersigned, a notary public in and for said county and state, personally appeared Shana Green, known to me to be the guardian and conservator of Geraldine Sellers Cooper, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of Geraldine Sellers Cooper.

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

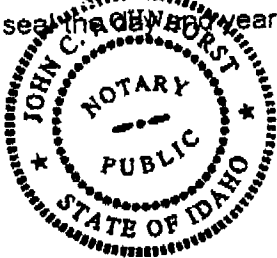


John C. Honnhorst
 NOTARY PUBLIC FOR IDAHO
 Residing at: Twin Falls
 My Commission Expires: Sept. 1999

STATE OF IDAHO)
) ss.
 County of Twin Falls)

On this 22nd day of January, 1998, before me, the undersigned, a notary public in and for said county and state, personally appeared Randy Sellers, known to me to be the person whose name is subscribed to the within 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.

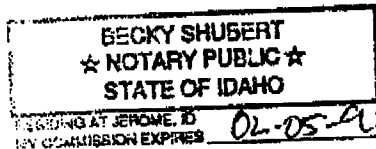


John C. Honnhorst
 NOTARY PUBLIC FOR IDAHO
 Residing at: Twin Falls
 My Commission Expires: Sept 1999

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 23rd day of January, 1998, before me, the undersigned, a notary public in and for said county and state, personally appeared Russell V. Patterson and Lisa E. Patterson, known to me to be the persons whose names are subscribed to the within instrument 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 first above written.



Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residing at: Jerome, ID
My Commission Expires: 02-05-03

(H0HN\61462AG.J15)