

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 06 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
73-11931	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Larry Whittier
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Raymond Whittier, Kelli Whittier
New owner(s) as listed on the conveyance documentName connector ☐ and ☒ or4400 Pahsimeroi Rd
Mailing addressMay
City10
State83253
Zip208-313-5565
Telephonekelliwhittier@hotmail.com
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:
- Mar 2015

6. Do you own the land identified as the water right place of use? Yes
- ☒
- No
- ☐
-
- ☐
- If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:

[Signature]
Signature of new owner/claimantRaymond Whittier
Print name

Title, if applicable

3/30/23
Date

- Signature:

[Signature]
Signature of new owner/claimantKelli Whittier
Print name

Title, if applicable

3/30/23
Date

For IDWR Office Use Only:

Returned

Received by _____ Date _____

Receipt No. _____

Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9 _____

Approved by _____

Processed by _____

Date _____

AMENDMENT TO REAL AND PERSONAL PROPERTY SALE AGREEMENT

This Amendment ("Amendment") is entered into effective the 27 day of March, 2023, by and between Larry D. Whittier, individually, and on behalf of *The Estate of Judith A. Whittier* ("Seller"), and Raymond Whittier and Kelli Whittier, husband and wife ("Buyer"), as follows:

RECITALS

Whereas, the parties previously entered into a Real and Personal Property Sale Agreement dated March 31, 2015 ("Agreement") by which Larry D. Whittier and Judith A. Whittier sold certain personal and real property to Raymond Whittier and Kelli Whittier, as set forth therein (the "Property").

WHEREAS, since the Agreement was signed, Judith A. Whittier has passed,

WHEREAS, all right, title and interest of Judith A. Whittier in the Property has passed to Larry D. Whittier,

WHEREAS, Larry D. Whittier is now married to Marva Whittier,

WHEREAS, Larry D. Whittier owns, as his sole and separate property, any remaining interest of Sellers in the Property, to the extent provided in the Agreement,

WHEREAS, Marva Whittier does not claim any right, title or interest in the Property,

WHEREAS, the parties wish to amend the Agreement as forth herein.

Now, Therefore, the parties hereby amend the Agreement, and any memorandum of the Agreement as follows:

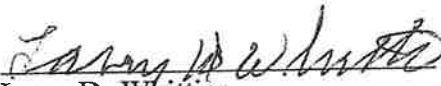
1. Seller acknowledges payment in full for the equipment, cattle, and any other personal property comprising the Property. Seller shall provide to Buyers a Bill of Sale for the personal property, including equipment and cattle, sold under the Agreement.
2. Seller acknowledges payment in full of all payments to be paid by Buyers under the Agreement through the effective date of this Amendment.
3. The parties acknowledge that Buyers still owe to Seller \$270, 000 for the real property portion of the Property, which shall be paid pursuant to a promissory note executed by Buyers concurrently with this Amendment (the "December 2022 Note"). Upon Buyers' execution of the December 2022 Note, any prior note executed by Buyers to Seller(s) shall be void and of no further effect. Any remaining payments

due by Buyers to Seller shall be solely as set forth in the December 2022 Note and shall be paid pursuant to its terms. Buyers shall be entitled to prepay the principal balance, or any portion thereof, at any time without penalty. Subject to Buyers' obligations to comply with this Paragraph 3, Paragraph 3.A. of the Agreement is hereby deleted

4. Paragraph 3. B. of the Agreement is modified to provide that,
 - a. should Larry D. Whittier predecease Marva Whittier, Marva Whittier shall have 90 days after the date of death of Larry D., Whittier to vacate the residence,
 - b. Should Larry D. Whittier choose to no longer treat the residence as his primary residence, or should he and Marva Whittier no longer live at the residence for health reasons, the Life Estate shall automatically terminate. Except to the extent health issues require Larry D. Whittier to no longer live at the residence, it shall be solely the decision of Larry D. Whittier whether he treats the residence as his primary residence, and
 - c. Sellers shall not be required to list Seller as an additional insured on such property/casualty insurance.
5. Paragraph 3. C. is hereby amended and restated as follows: Seller is allowed to use the Property rent free to graze seven calves, instead of thirty eight cow-calf pairs. That privilege shall continue until the loan is paid off under the terms of the December 2022 note. Seller shall provide the calves. Buyers shall provide all feed, water, veterinary care, and other care and maintenance until the calves are locked up to begin fattening. Thereafter, Sellers assume responsibility for feed, water and all care.
6. Paragraph 3. D. of the Agreement is modified to specifically remove the sale of the Property, or any portion thereof, to members of Buyers' own family as a limitation triggering additional payments. In the event Buyers shall sell the Property, or any portion thereof, to members of Buyers' own family, such sale shall not require the payment of any of sale proceeds to Seller. Provided, however, Buyers shall remain obligated to make the remaining payments under the December 2022 Note.

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7. The parties agree that the purchase of the Property includes all of Seller's interest in any water rights in such Property. Notwithstanding any other terms of the Agreement, as herein in amended, the parties may facilitate the transfer of such water rights to Buyers any time prior to the conveyance of the Warranty Deed for the Property. Until the Warranty Deed for the Property has been conveyed to Buyers, to the extent Seller retains any interest in the water rights for the Property, Seller hereby irrevocably appoints Buyers as his attorneys in fact to take any action Buyers deem necessary to utilize the water rights for the benefit of the Property.
8. The parties agree and acknowledge that, since execution of the Agreement, Buyers have taken over financing of the Property with Bank of Commerce/Western AgCredit ("Lender") directly, and Seller has been released from any financing obligations for the Property. Paragraph 7 is hereby amended to delete any reference to a "wraparound" arrangement with the Lender, as such arrangement has terminated.
9. Except as it relates to the residence, the Agreement (including paragraphs 15 and 16) is modified such that Buyers shall have no obligation to provide insurance for the Property, except as they may choose. In no event shall Seller be listed as an additional insured on any policy; nor shall Seller be entitled to any insurance proceeds in the event of a loss.
10. All other terms of the Agreement shall remain in place, except to the extent modified, expressly or by implication, by this Amendment.
11. The Recitals above constitute material and operative provisions in this Amendment, and are incorporated by reference.


Larry D. Whittier

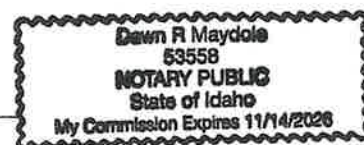
3-27-23
Date

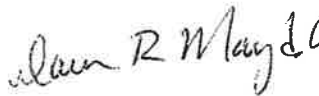

Raymond Whittier

3-27-23
Date


Kelli Whittier

3/27/23
Date



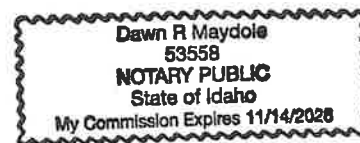


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Approved and Accepted

Marva Whittier
Marva Whittier

3-27-2023
Date



Dawn R Maydole



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

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Governor Brad Little

Director Gary Spackman

August 31, 2023

RAYMOND WHITTIER
KELLI WHITTIER
4400 PAHSIMEROI RD
MAY ID 83253

RE: Change in Ownership Water Right No. 73-11931

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership on April 6, 2023, for the above-mentioned water rights. The Notice could not be processed because additional information was required and after working with the department for several months you have decided to file the ownership change after the deeds are recorded.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

March 30, 2023

RE: Change in Ownership Water Right No. 73-11931, Evidence of Ownership

Dear Jonie:

We talked a week or so ago about our change of ownership application. I had inadvertently left off one of the water rights transferring from my father-in-law to my husband and I. That is No. 73-11931. I have included the water right ownership form for that water right as well as the fee for that transfer.

Also, you needed evidence of ownership. We had actually amended our sale agreement this spring. I am including a notarized, recorded copy of that agreement. In paragraph number 7 it speaks to the water right ownership transfer. I also have a quit claim deed, though it hasn't been recorded yet. The original agreement states that the warranty deed stays with the escrow company until the final payment. My father-in-law wants to transfer the water rights so that he no longer has to do the paperwork and deal with any of the details. Hopefully this amendment will be sufficient for your process.

Thanks,

Kelli Whittier

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Department of Water Resources
Eastern Region