

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 23 2025

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPT. OF WATER RESOURCES
EASTERN REGION

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?
15-7260 <u>OK</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
15-7522 <u>OK</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Adam Marriot Carter Patty Ann Carter I Kathleen Kerstetter Kim Kerstetter
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): William N Drury IV or Tracy L Drury
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or
- 5575 W 2000 N Malad ID 83252
Mailing address City State Zip
(208) 717-5764 fly1today@gmail.com
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: _____
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o 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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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.

SUPPORT DATA

FILE # 15-7260

8. Signature: [Signature] Title, if applicable _____ Date 4/18/2025
Signature of new owner/claimant
William N Drury IV
Print name
- Signature: [Signature] Title, if applicable _____ Date 4/18/2025
Signature of new owner/claimant
Tracy L Drury
Print name

For IDWR Office Use Only:
Received by JB Date 4/23/2025 Receipt No. E050817 Receipt Amt. \$50. -
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 JB Processed by JB Date 4/25/2025

Attachment # 26

NTO-66739
William N. Drury IV
819 Beverly Drive
Somerdale, NJ 08083

Microfilm No. **150733**
28 Day January 20 14
At 2:30 O'clock P.M.
Lola Bott
Oneida Co. Recorder
Fee \$ 10.00 Deputy
Recorded at Request of
Northern Title Co

WARRANTY DEED

Kathleen Kerstetter, a married person,

Grantor(s) of Island Park, County of Fremont, State of ID hereby **CONVEY AND WARRANT** to

William N. Drury, IV and Tracy L. Drury, Husband and Wife

Grantee(s) of Somerdale, County of Camden, State of NJ for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Oneida County, State of ID:

Lot 1 of the Sandridge Ranches Subdivision recorded July 15, 1997 under instrument number 124640, located in Section 10 Township 14 South, Range 35 East, Boise Meridian, Oneida County, Idaho.

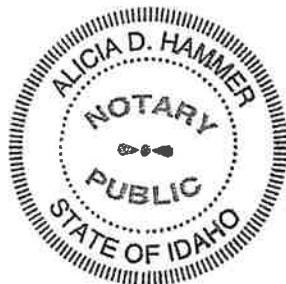
Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

Witness, the hand(s) of said Grantor(s), and dated this January 23, 2014.


Kathleen Kerstetter

State of: IDAHO)
County of: FREMONT)SS:

On this 23 day of January, in the year of 2014, before me the undersigned, a Notary Public, personally appeared **Kathleen Kerstetter**, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.




Notary Public:

Residing: Island Park

My commission expires on: 12/30/2016

WATER RIGHT NO. 15-7522
As Modified by Transfer No. 89572

In accordance with the approval of Transfer No. 89572, Water Right No. 15-7522 is now described as follows:

Right Holder: ADAM MARRIOT CARTER
PATTY ANN CARTER
12049 S 300 E
MALAD CITY, ID 83252-6657

Priority Date: 3/28/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>
IRRIGATION	04/01	to 10/31	0.040 cfs	10.5 af
			0.040 cfs	10.5 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER SWSE Sec 10 Twp 14S Rge 35E ONEIDA County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	35E	10															3.0		3.0

POU Total Acres: 3.0

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. Right holder shall comply with the drilling permit requirements of Idaho Code § 42-235 and applicable Well Construction Rules of the Department.
4. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Transfer No. 89572



ESCROW AGREEMENT
Sale - Water Rights

File No.: 074432 (Accommodation Escrow)

This Escrow Agreement is made and entered into the 23rd day of January, 2025, by and between William N. Drury IV and Tracy L. Drury ("Buyer"), Adam Marriott Carter and Patty Ann Carter ("Seller"), and US Title Insurance Agency ("US Title").

RECITALS

- A. Seller is the owner of certain water rights located in Oneida County, Idaho, said water rights are particularly described as follows (the "Water Right")

.04 CFS; 10.5 AFA; 3 acres from State of Idaho Division of Water Right # 15-7037
- B. Buyer and Seller have entered into a Purchase Contract wherein Seller has agreed to sell, and Buyer has agreed to buy, the Water Right (the "Transaction").
- C. Buyer and Seller acknowledge and agree that the state transfer processing needs to be filed and approved with the State (the "Approval of Water Transfer"):
- D. Buyer and Seller desire to establish an escrow with US Title for the amount of the purchase price for the Water Right plus and additional \$600 to cover the water transfer fees to the state and an \$80 fee to process the escrow to US Title. The total to be held in escrow and in accordance with the terms of this Escrow Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Seller, and US Title agree as follows:

- 1. Establishment of Escrow. At the closing of the Transaction, Seller shall deposit into an escrow established with US Title (the "Escrow") the sum of Thirty Six Thousand Six Hundred and Eighty Dollars and No/100 dollars (\$36,680) (the "Escrow Funds").
- 2. Disbursement of Escrow Funds. The Escrow Funds shall be disbursed by US Title as follows:
 - (a) Seller shall be entitled to utilize the Escrow Funds to pay for the transfer fees. Buyer shall submit to US Title invoices for said transfer. US Title shall then deliver to the invoice claimant such portions of the Escrow Funds as are necessary to pay the invoice and any overage of the costs will be refunded to the Buyer.
 - (b) Seller shall have until April 1, 2025, to complete the Transfer of Water Right. If the transfer is not completed within such time period or if the water right is not able to transfer for any reason, US Title shall deliver any remaining portions of the Escrow Funds to William N. Drury IV and Tracy L. Drury ("Buyer").
- 3. Investment of Escrow Funds. US Title shall hold the Escrow Funds in a non-interest bearing account.
- 4. Liability of US Title. Buyer and Seller agree that the following limitations on the liability of US Title shall apply to the Escrow:

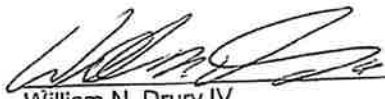
- (a) US Title shall not be liable for any act or omission whatever under this Agreement or in connection herewith if done in good faith, excepting only the willful or negligent conduct of US Title
- (b) It is expressly agreed that US Title acts as a depository only and is not responsible or liable in any manner whatever for any act to be performed under any agreement between Buyer and Seller by Buyer or Seller, or for any failure to perform by either;
- (c) US Title shall not be liable for acting upon any notice, request, waiver, consent, receipt or other paper or document believed by US Title to be genuine and to be signed by the proper party or parties;
- (d) Seller and Buyer jointly and severally agree to pay all costs, expenses and attorneys' fees incurred by US Title hereunder, and that US Title shall have the right to pay such costs, expenses, and fees out of the Escrow Funds, and
- (e) In the event of any disagreement or the presentation of adverse claims or demands in connection with or for any item affected hereby, US Title shall be entitled, at US Title's option, to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing US Title may make no delivery or other disposition of any document or property involved herein or affected hereby and in so doing US Title shall not be or become liable to the Buyer or Seller or to anyone else whomsoever for US Title's refusal to comply with such conflicting or adverse claims or demands, and US Title shall be entitled to continue so to refrain to act until:
 - (i) The rights of the adverse claimant have been finally adjudicated in a court of competent jurisdiction; or
 - (ii) All differences shall have been adjusted by agreement and US Title shall have been notified thereof in writing signed by all of the parties hereto.

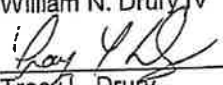
In the event of such a disagreement or presentation of adverse claims or demands as described above, US Title, at its sole option and discretion, may file a suit in interpleader for the purpose of having the respective rights of the claimants adjudicated, may deposit with the court all documents and property held hereunder, and the parties hereto agree to pay all costs, expenses, and attorney's fees incurred by US Title in such action, and said costs, expenses, and fees shall be included in any judgment rendered in any such action.

- 5. Indemnification. Buyer and Seller jointly and severally agree to indemnify and defend US Title of and from any and all claims, demands, obligations, actions or liabilities arising from or relating to the performance or nonperformance of Buyer or Seller pursuant to this Escrow Agreement.
- 6. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to be properly given when personally delivered to the party entitled to receive the notice or when sent by certified mail, postage prepaid and return receipt requested, properly addressed to the party entitled to receive such notice.
- 7. Binding Agreement. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 8. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof, and shall not be modified or amended except by written instrument duly executed by all of the parties hereto.
- 9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

Note: Parties are aware that no title insurance is issued on said water rights and escrow is being provided as a courtesy only.

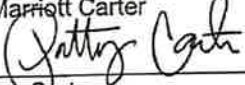
In witness whereof, the parties have executed this Agreement as of the date set forth above.



William N. Drury IV


Tracy L. Drury

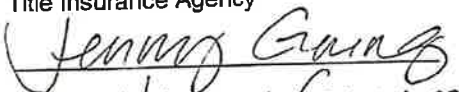


Adam Marriott Carter


Patty Ann Carter

US Title Insurance Agency

By:


Print Name: Jenny Gunning
Title: Escrow officer



IDAHO DEPARTMENT OF
WATER RESOURCES

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

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

April 25, 2025

WILLIAM N DRURY IV
TRACY L DRURY
5575 W 2000 N
MALAD CITY ID 83252-6698

Re: Change in Ownership for Water Right No(s): 15-7260, 15-7522

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

The active status of a water right is not maintained by updating the ownership record. Department records indicate this/these water rights have not been claimed in the Bear River Basin Adjudication (BRBA). **You must file this/these water rights in the BRBA, otherwise the water right(s) will be forfeited and lost.** The BRBA is conducted during a limited timeframe and it is important that you file the water right claim(s) promptly.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Bailly
Technical Records Specialist 1

Enclosure(s)