

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

OCT 28 2020

IDWR / NORTH

## Notice of Change in Water Right Ownership

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 #6](#) of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 95-15426              | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: RICHARD R ACUFF & JACKIE HINRICHS (YELLOW BRICK GROUP LLC)  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): THE ACUFF FAMILY TRUST DATED AUGUST 16, 2019  
New owner(s) as listed on the conveyance document      Name connector ☐ and ☐ or ☐ and/or
- |                     |                           |           |              |
|---------------------|---------------------------|-----------|--------------|
| <u>PO BOX 142</u>   | <u>WORLEY</u>             | <u>ID</u> | <u>83876</u> |
| Mailing address     | City                      | State     | ZIP          |
| <u>208 790-2200</u> | <u>RACUFF@HOTMAIL.COM</u> |           |              |
| 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: 09/24/2019
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
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]      TRUSTEE      10/26/2020  
 Signature of new owner/claimant      Title, if applicable      Date

Signature: \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 Signature of new owner/claimant      Title, if applicable      Date

### For IDWR Office Use Only:

Received by N/A      Date N/A      Receipt No. N/A      Receipt Amt. N/A

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 [Signature]      Approved by [Signature]      Processed by [Signature]      Date 11-2-2020

**WARRANTY DEED**

YELLOW BRICK GROUP LLC, a Washington limited liability company (and RICHARD R. ACUFF and JACKIE D. HINRICHS, members, each joining to convey any individual interest he or she may have) ("Grantor"), for and in consideration of \$10.00 and other good and valuable consideration, grants and conveys to RICHARD R. ACUFF, Trustee, or his successors in interest, of THE ACUFF FAMILY TRUST dated August 16, 2019, and any amendments thereto ("Grantee"), PO Box 142, Worley, ID 83876, the property described below, all of which is located in Kootenai County, State of Idaho, to wit:

Tract

~~/LX~~ 15, Cedar Grove Tracts, Kootenai County, State of Idaho, according to the plat recorded in Book C of Plats, page 237.

**SUBJECT TO THE FOLLOWING:**

1. General taxes and assessments for the current year and thereafter.
2. Liens, levies and assessments of the Cleland Bay Water and Sewer District, if any.
3. Liens, levies and assessments of the Cedar Grove Dock Association, if any.
4. Easements, reservations, notes and/or dedications as shown on the official plat of Cedar Grove Tracts.
5. Easement granted to The Washington Water Power Company granting the right to back and hold water upon and flood and overflow with water so much of said land lying below an elevation of 2128 feet above sea level:  
Recorded: June 5, 1912  
Book 48 of Deeds, Page 122
6. Covenants, conditions and restrictions, including those contained in that certain Warranty Deed recorded June 1, 1949, in Book 141 of Deeds, Page 590, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

7. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted To: Kootenai Electric Cooperative, Inc.

Purpose: Public Utilities

Recorded: May 21, 2018

Instrument No.: 2644150000

8. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Lake Coeur d'Alene, if it is navigable.
9. Any question of location, boundary or area related to the Lake Coeur d'Alene, including, but not limited to, any past or future changes in it.
10. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the land or to use any portion of the land which is now or may formerly have been covered by water.
11. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
12. Any difference in the mean high-water line of the Lake Coeur d'Alene and the meander line as shown by government survey.
13. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of the land covered by water.
14. Right of the public in and to any portion of the premises lying within the rights-of-way of Hemlock Drive, Cedar Road, Cleland Bay Road and Glory Road.

**ALSO SUBJECT TO:**

Rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the Grantor either in law or equity of, in and to the above described and bargained premises.

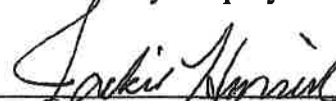
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, his successors, and assigns, forever.

AND the Grantor, for itself, and its successors, does covenant, grant, bargain and agree to and with the Grantee, his successors, and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments, and encumbrances of any kind whatsoever, except those stated above.

AND the Grantor shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantee, his successors, and assigns, against all and every person or persons lawfully claiming title, or to claim the whole or any part thereof.

McKarcher Law PLLC prepared this Warranty Deed solely on behalf of the Grantee. Grantor and JACKIE D. HINRICHS acknowledge that McKarcher Law PLLC does not represent them. It is the responsibility of the Grantor and JACKIE D. HINRICHS to determine whether the terms of this Warranty Deed satisfy their individual interests and to obtain any independent legal counsel they desire.

  
RICHARD R. ACUFF, Trustee of THE ACUFF  
FAMILY TRUST dated August 16, 2019, Member,  
YELLOW BRICK GROUP LLC, a Washington  
limited liability company

  
JACKIE D. HINRICHS, Member, YELLOW  
BRICK GROUP LLC, a Washington limited liability  
company

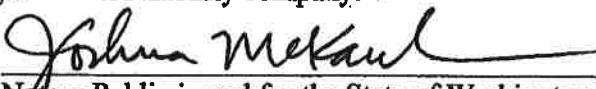
  
RICHARD R. ACUFF

  
JACKIE D. HINRICHS

State of Washington )  
: ss.  
County of Asotin )

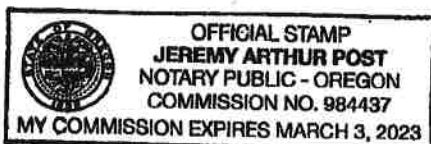
This record was acknowledged before me on September 16, 2019, by RICHARD R. ACUFF, as Trustee of THE ACUFF FAMILY TRUST dated August 16, 2019, as a member of YELLOW BRICK GROUP LLC, a Washington limited liability company.

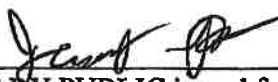


  
Notary Public in and for the State of Washington  
My Commission Expires: 7/18/20

State of Oregon )  
: ss.  
County of Multnomah )

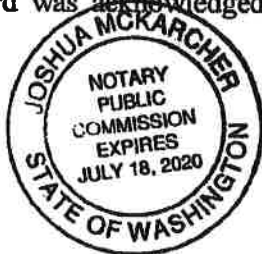
This record was acknowledged before me on September 20, 2019, by JACKIE D. HINRICHS, as a member of YELLOW BRICK GROUP LLC, a Washington limited liability company.



  
NOTARY PUBLIC in and for the State of Oregon.  
My commission expires: March 3, 2023

State of Washington )  
: ss.  
County of Asotin )

This record was acknowledged before me on September 16, 2019, by RICHARD R. ACUFF.

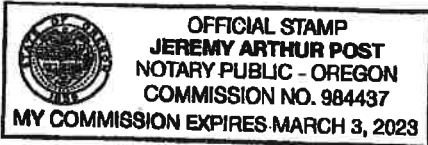


  
Notary Public in and for the State of Washington  
My Commission Expires: 7/18/20

WARRANTY DEED

State of Oregon )  
County of Multnomah ) ss.

This record was acknowledged before me on September 20<sup>th</sup>, 2019, by JACKIE D. HINRICHS.



Jeremy Post  
NOTARY PUBLIC in and for the State of Oregon.  
My commission expires: March 3, 2023

# **THE ACUFF FAMILY TRUST**

**August 16, 2019**

## **MCKARCHER LAW PLLC**

537 6TH STREET  
CLARKSTON, WASHINGTON 99403  
Telephone: (509) 758-3345  
Fax: (509) 758-3314  
[www.mckarcherlaw.com](http://www.mckarcherlaw.com)

# **The Acuff Family Trust**

## **Article One** **Establishing the Trust**

The date of this trust is August 16, 2019. The parties to this trust are Richard R. Acuff (the *Grantor*) and Richard R. Acuff (the *Trustee*).

I intend to create a valid trust under the laws of Idaho and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Idaho law, except those provisions that are mandatory and may not be waived.

### **Section 1.01 Identifying the Trust**

For convenience, the trust may be referred to as:

**“The Acuff Family Trust dated August 16, 2019.”**

To the extent practicable, for the purpose of transferring property to the trust or identifying the trust in any beneficiary or pay-on-death designation, the trust should be identified as:

**“Richard R. Acuff, Trustee, or his successors in interest, of The Acuff Family Trust dated August 16, 2019, and any amendments thereto.”**

For all purposes concerning the identity of the trust or any property titled in or payable to the trust, any description referring to the trust will be effective if it reasonably identifies the trust and indicates that the trust property is held in a fiduciary capacity.

### **Section 1.02 Reliance by Third Parties**

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of the Trustee or the powers held by the Trustee. To protect the confidentiality of this instrument, the Trustee may use an affidavit or a certification of trust that identifies the Trustee and sets forth the authority of the Trustee to transact business on behalf of the trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by the Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with the Trustee will not be required to inquire into this trust's terms or the authority of the Trustee, or to see to the application of funds or other property received by the Trustee. The Trustee's receipt of any money or property paid, transferred, or delivered to the Trustee will be a sufficient discharge to the third party from all liability

**(b) Acceptance by the Trustee**

By executing this instrument, the Trustee accepts and agrees to hold the \$10 as trust property. All property transferred to the trust after the date of this trust must be acceptable to the Trustee. The Trustee may refuse to accept any property. The Trustee shall hold, administer, and dispose of all accepted trust property for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

**Section 1.05 Powers Reserved by Me as Grantor**

As Grantor, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

**(a) Action on Behalf of the Trust**

Whenever I am serving as Trustee, I may act for and conduct business on behalf of the trust without the consent of any other Trustee.

**(b) Amendment, Restatement, or Revocation**

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose.

Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

An agent acting under a power of attorney may exercise the powers in this Subsection to the extent the power of attorney authorizes. The agent's good-faith acts, forbearances, or omissions are conclusive on all persons interested in the trust, and the agent will not be liable for the consequences.

**(c) Addition or Removal of Trust Property**

I may add property to the trust and may remove any property from the trust at any time.

**(d) Control of Income and Principal Distributions**

I retain the right to control the distribution of income and principal from the trust. I may direct the Trustee to distribute as much of the net income and principal of the trust property as I consider advisable to me or to other persons or entities. The Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of the trust.

**(e) Approval of Investment Decisions**

I reserve the absolute right to review and change the Trustee's investment decisions. But the Trustee is not required to seek my approval before making investment decisions.

I have executed this trust on August 16, 2019. This trust instrument is effective when signed by me, whether or not now signed by a Trustee.



Richard R. Acuff, Grantor and Trustee

STATE OF WASHINGTON                    )  
                                                  ) ss.  
COUNTY OF ASOTIN                    )

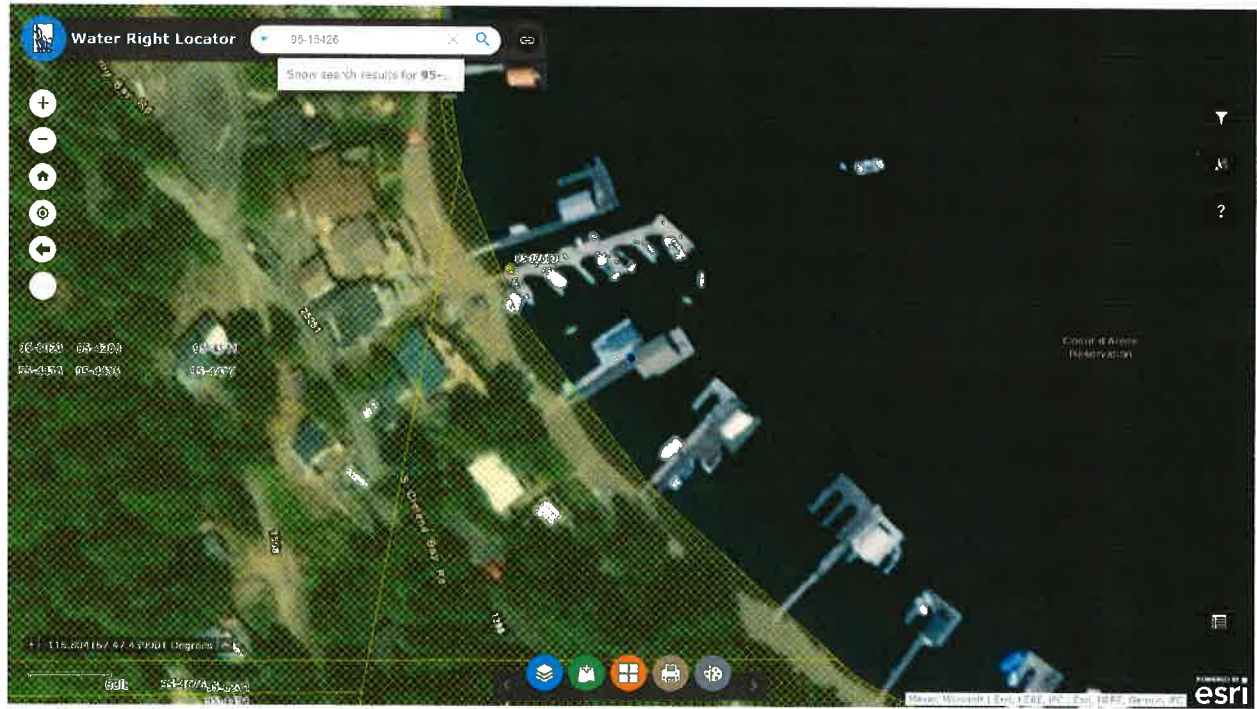
This record was acknowledged before me on August 16, 2019, by RICHARD R. ACUFF.



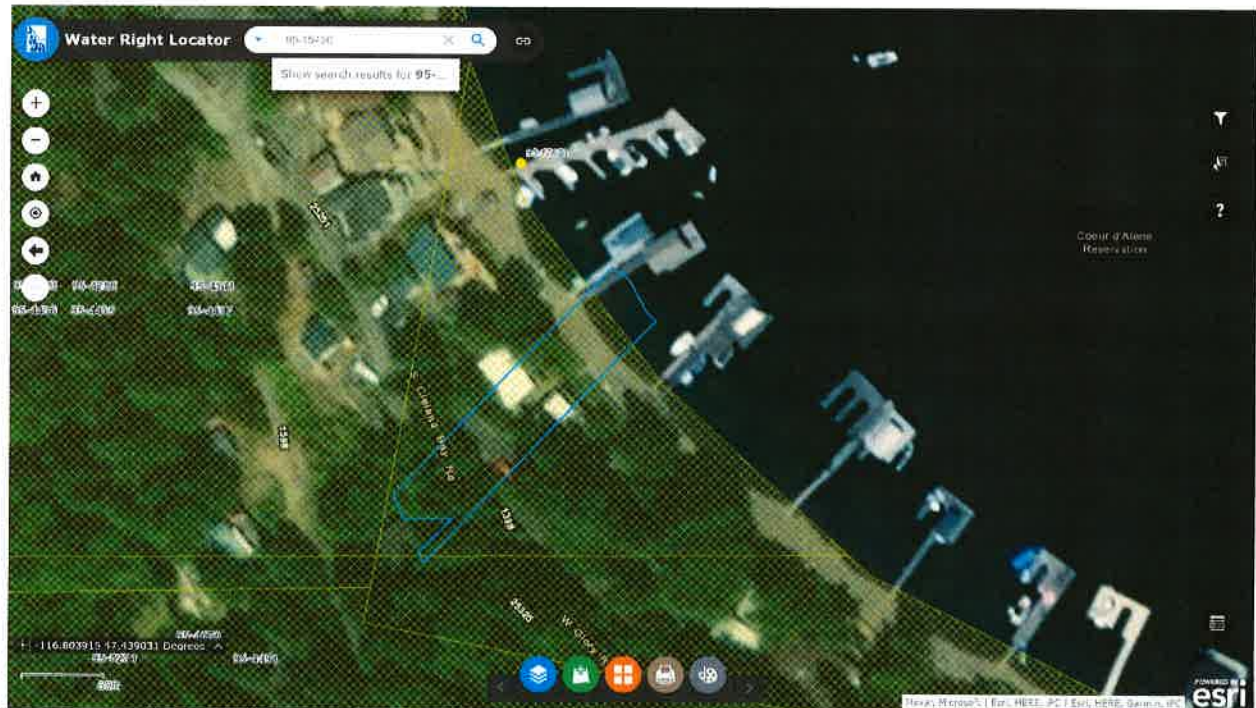
  
Notary Public for the State of Washington  
My commission expires July 18, 2020

## State of Idaho – Department of Water Resources Water Right 95-15426

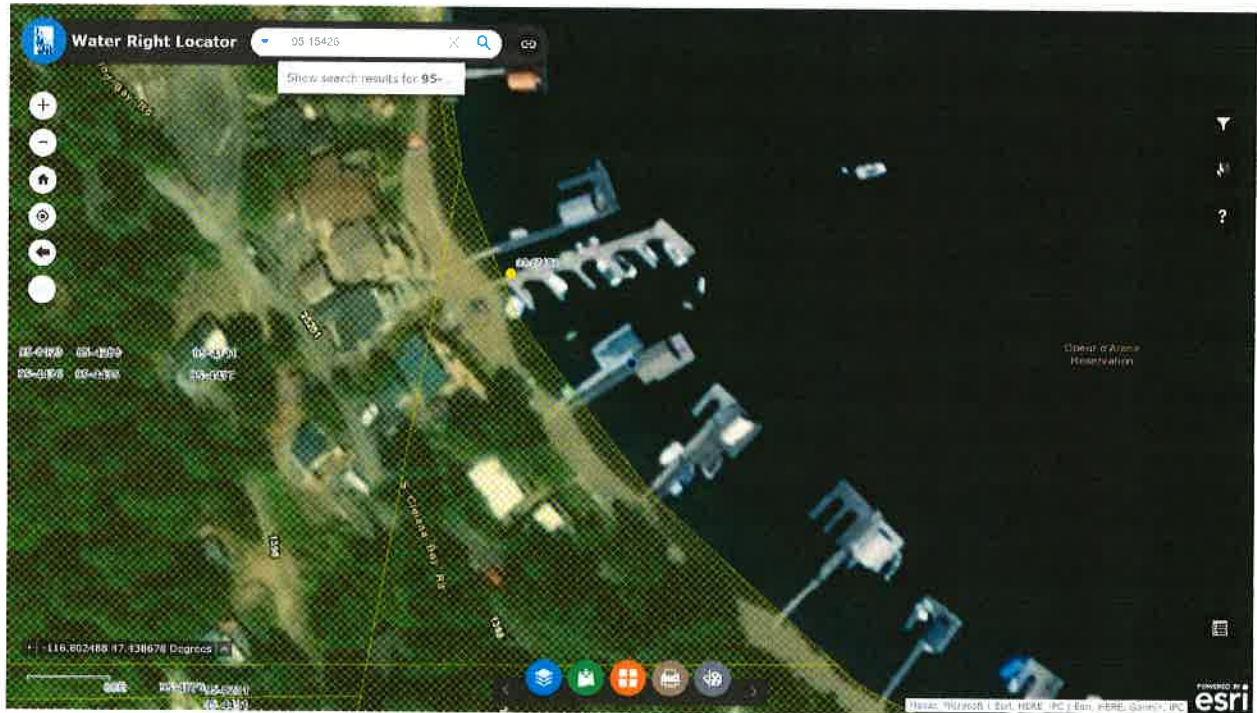
### Claim Diversion:



### Claim Place of Use:



## Recommendation Diversion:



## Recommendation Place of Use:

