

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 13 2020

DEPARTMENT OF
WATER RESOURCES

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?
74-319F	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: Ben and Delila T Garechana
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): John D Hemmert, Ana M Hemmert
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 103 Cemetery Lane Salmon ID 83467
Mailing address City State ZIP
- 206-226-6625 jdhemmert@icloud.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: Sept 14, 2020
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):
 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.

8. Signature: [Signature] Title, if applicable _____ Date 10/8/2020
 Signature of new owner/claimant

Signature: [Signature] Title, if applicable _____ Date 10/8/2020
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 10.13.2020 Receipt No. _____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing [Signature] W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by [Signature] Date 11/6/2020

EXHIBIT "A"

502806

Parcel I:

A parcel of land located in the South Half of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 8, run thence along the Southerly boundary of said Section 8, a distance of 1806.58 ft; thence N. 02° 27' 00" W. a distance of 188.88 ft. to the point of beginning. Thence S. 89° 52' 00" W. a distance of 125.70 ft.; Thence N. 00° 08' 00" W. a distance of 266.00 ft.; Thence N. 89° 52' 00" E. a distance of 210.00 ft; Thence S. 00° 08' 00" E. a distance of 125.00 ft.; Thence S. 89° 52' 00" W. a distance of 90.00 ft.; Thence S. 02° 27' 00" E. a distance of 141.12 ft. to the point of beginning.

Parcel II:

A Tract of land lying and being in the South Half of the Southeast Quarter and in the Southeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of said Section 8, run thence S. 89° 52' W. along the Southerly boundary of Section 8 a distance of 1135.06 feet to the point of beginning, and the Southeasterly corner of the tract of land herein described; thence N. 02° 27' W., 720.9 feet; thence West 763.2 feet; Thence South 77.0 feet; thence West 890.4 feet; thence S. 18° 08' E., 680.74 feet to a point on the Southerly boundary of Section 8; thence N. 89° 52' E. along the Southerly boundary of Section 8 a distance of 1469.04 feet to the point of beginning.

Excepting therefrom:

A tract of land lying and being in the South Half of the Southeast Quarter, and in the Southeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of said Section 8, run thence S. 89° 52' W along the Southerly boundary of Section 8 a distance of 1135.06 feet to the point of beginning, and the Southeasterly corner of the tract of land herein described; thence N. 02° 27' W., 330.0 feet; Thence S. 89° 52' W., 660.0 feet; thence S. 02° 27' E., 330.0 feet to the point on the Southerly boundary of Section 8; thence N. 89° 52' E. along the Southerly boundary of Section 8, a distance of 660.0 feet to the point of beginning.

Also excepting therefrom:

A parcel of land located in the South Half of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 8, run thence along the Southerly boundary of said Section 8, a distance of 1806.58 ft; thence N. 02° 27' 00" W. a distance of 188.88 ft. to the point of beginning. Thence S. 89° 52' 00" W. a distance of 125.70 ft.; Thence N. 00° 08' 00" W. a distance of 266.00 ft.; Thence N. 89° 52' 00" E. a distance of 210.00 ft; Thence S. 00° 08' 00" E. a distance of 125.00 ft.; Thence S. 89° 52' 00" W. a distance of 90.00 ft.; Thence S. 02° 27' 00" E. a distance of 141.12 ft. to the point of beginning

State of Idaho
Department of Water Resources

Water Right

74-319F

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 10/5/2020



Legend

- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters





Transaction Identification Data for reference only:

Issuing Agent: Alliance Title & Escrow Corp.

Issuing Office: 610 Main St., Salmon, ID 83467

Loan ID Number: 8042285943

Customer Reference Number:

Issuing Office File Number: 502806

Property Address: 103 Cemetery Ln, Salmon, ID 83467

Revision Number: #2, updated purchase price

SCHEDULE A

Read & Approved

1. Commitment date: **July 29, 2020 at 7:30 A.M**

2. Policy or Policies to be issued:

(a) **2006 ALTA® Owner's Policy**

☒

Standard

☐

Extended

Amount:

\$557,000.00

Premium:

\$1,956.00

Proposed Insured:

John Dean Hemmert and Ana Maria Hemmert

(b) **2006 ALTA® Loan Policy**

☐

Standard

☒

Extended

Amount:

\$510,000.00

Premium:

\$627.00

Endorsements: 8.1-06, 9-06 and 22-06

\$50.00

Proposed Insured: **Navy Federal Credit Union**

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**

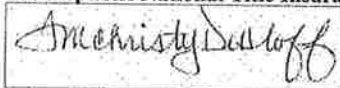
4. Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:

Ben Garechana and Delila T Garechana, husband and wife, also known of record as Delila Ty Garechana

5. The Land is described as follows:

See Attached Exhibit 'A'

Old Republic National Title Insurance Company

A rectangular box containing a handwritten signature in cursive script, which appears to read "Melvyn Saloff".

Authorized Signatory

Exhibit 'A'

Parcel I:

A parcel of land located in the South Half of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 8, run thence along the Southerly boundary of said Section 8, a distance of 1806.58 ft; thence N. $02^{\circ} 27' 00''$ W. a distance of 188.88 ft. to the point of beginning. Thence S. $89^{\circ} 52' 00''$ W. a distance of 125.70 ft.; Thence N. $00^{\circ} 08' 00''$ W. a distance of 266.00 ft.; Thence N. $89^{\circ} 52' 00''$ E. a distance of 210.00 ft; Thence S. $00^{\circ} 08' 00''$ E. a distance of 125.00 ft.; Thence S. $89^{\circ} 52' 00''$ W. a distance of 90.00 ft.; Thence S. $02^{\circ} 27' 00''$ E. a distance of 141.12 ft. to the point of beginning.

Parcel II:

A Tract of land lying and being in the South Half of the Southeast Quarter and in the Southeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of said Section 8, run thence S. $89^{\circ} 52'$ W. along the Southerly boundary of Section 8 a distance of 1135.06 feet to the point of beginning, and the Southeasterly corner of the tract of land herein described; thence N. $02^{\circ} 27'$ W., 720.9 feet; thence West 763.2 feet; Thence South 77.0 feet; thence West 890.4 feet; thence S. $18^{\circ} 08'$ E., 680.74 feet to a point on the Southerly boundary of Section 8; thence N. $89^{\circ} 52'$ E. along the Southerly boundary of Section 8 a distance of 1469.04 feet to the point of beginning.

Excepting therefrom:

A tract of land lying and being in the South Half of the Southeast Quarter, and in the Southeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southeasterly corner of said Section 8, run thence S. $89^{\circ} 52'$ W along the Southlery boundary of Section 8 a distance of 1135.06 feet to the point of beginning, and the Southeasterly corner of the tract of land herein described; thence N. $02^{\circ} 27'$ W., 330.0 feet; Thence S. $89^{\circ} 52'$ W., 660.0 feet; thence S. $02^{\circ} 27'$ E., 330.0 feet to the point on the Southerly boundary of Section 8; thence N. $89^{\circ} 52'$ E. along the Southerly boundary of Section 8, a distance of 660.0 feet to the point of beginning.

Also excepting therefrom:

A parcel of land located in the South Half of the Southeast Quarter, Southeast Quarter of the Southwest Quarter, Section 8, Township 21 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 8, run thence along the Southerly boundary of said Section 8, a distance of 1806.58 ft; thence N. $02^{\circ} 27' 00''$ W. a distance of 188.88 ft. to the point of beginning. Thence S. $89^{\circ} 52' 00''$ W. a distance of 125.70 ft.; Thence N. $00^{\circ} 08' 00''$ W. a distance of 266.00 ft.; Thence N. $89^{\circ} 52' 00''$ E. a distance of 210.00 ft; Thence S. $00^{\circ} 08' 00''$ E. a distance of 125.00 ft.; Thence S. $89^{\circ} 52' 00''$ W. a distance of 90.00 ft.; Thence S. $02^{\circ} 27' 00''$ E. a distance of 141.12 ft. to the point of beginning



**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

Note No. 1: As of the date hereof there are no matters against John Dean Hemmert and Ana Maria Hemmert which would appear as exceptions in the policy to issue, except as shown herein.

Note No. 2: We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: LLOYD Jones and Cheryle Jones, husband and wife

Grantee: Ben Garechana and Delila T. Garechana, husband and wife

Recorded: November 2, 1989

Instrument No.: 204059

Note No. 3: We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: Ben Garechana and Delila T. Garechana, husband and wife

Grantee: Ben Garechana and Delila Ty Garechana, husband and wife

Recorded: April 8, 1992

Instrument No.: 214278

Note No. 4: Taxes, including any assessments collected therewith, for the year shown below are paid:
Amount: \$1,129.94

Year: 2019

Parcel No.: RP21N22E086608, RP21N22E086607A

Taxes as paid include the following exemptions: Homeowners

Note No. 5: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 6: According to the available County Assessor's Office records, the purported address of said land is:

103 Cemetery Ln, Salmon, ID 83467

A copy of our Privacy Policy is available on our website at www.alliancetitle.com/About/Privacy-Policy or via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.



SCHEDULE B - SECTION II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.
9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: January 17, 1992
Instrument No.: 213278
Rerecorded: July 30, 2012
Instrument No.: 291027
10. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Idaho Power Company
Purpose: Public Utilities
Recorded: January 17, 1992
Instrument No.: 213279
Rerecorded: July 30, 2012
Instrument No.: 291026

11. Easements reservations and dedications, as shown on record of survey.
Recorded: June 26, 1991
Instrument No.: 210754
12. Ditch, road and public utility easements as the same may exist over said premises.
13. Rights of the public in and to that portion of the premises lying within Cemetery Road.
14. A Deed of Trust to secure an indebtedness in the amount shown below.
Amount: \$165,000.00
Trustor/Grantor: Ben Garechana and Delila Ty Garechana, husband and wife
Trustee: Lemhi Title Company
Beneficiary: Idaho Central Credit Union, a State Chartered Credit Union
Dated: September 5, 2017
Recorded: September 12, 2017
Instrument No.: 307081

END OF SCHEDULE B

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Idaho Department of Water Resources Receipt

Receipt ID: C109420

Payment Amount	\$25.00	Date Received	10/29/2020	Region	STATE
Payment Type	Check	Check Number	140		
Payer	HEMMERT, JOHN D.				
Comments	CHANGE OF OWNERSHIP FOR WR# 74-319F FOR: JOHN D HEMMERT				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155



Signature Line (Department Representative)



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

November 12, 2020

JOHN DEAN HEMMERT
ANA MARIA HEMMERT
103 CEMETERY LN
SALMON ID 83467-5058

Re: Change in Ownership for Water Right No: 74-319F

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right 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.

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) 287-4920.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debbi Judd'.

Debbi Judd
Technical Records Specialist

Enclosures

c. Water District 74 – *via email*