

mail in / w/ copy of deed

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED DE
FEB 11 2019
WATER RESOURCES
WESTERN REGION
RECEIVED
MAR 12 2019
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.

PD
Split into 61-12338

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
61-12225	Yes ☒		Yes ☐		Yes ☐
61-12338	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Howard L. Fickle & Anita L. Fickle
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Thomas N. Hennessey & Shana L. Hennessey
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or

6955 Mayfield Road
Mailing address

Mountain Home ID 83647
City State ZIP

208 599-0154 shana.hennessey23@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: Sept. 19, 2018

6. 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.

SUPPORT DATA
IN FILE # 61-12225

7. Signature: Thomas N. Hennessey 2-7-19
Signature of new owner/claimant Title, if applicable Date

Signature: Shana L. Hennessey 2-7-19
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by ds Date 2/11/19 Receipt No. W047129 Receipt Amt. \$100⁰⁰

Approved by _____ Processed by _____ Date _____

Instrument # 468536 # Pages: 3
ELMORE COUNTY, Idaho
Sep 19, 2018 3:18:47 pm Fee: \$ 15.00
For: GUARANTY TITLE INC
BARBARA STEELE, Recorder
DELLIS, Deputy

WARRANTY DEED

18487

For Value Received,

ANITA L FICKLE AND HOWARD L FICKLE, WIFE AND HUSBAND

the Grantors do hereby grant, bargain, sell, convey and warrant unto

THOMAS N HENNESSEY AND SHANA L HENNESSEY, HUSBAND AND WIFE

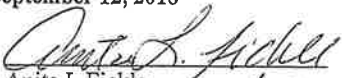
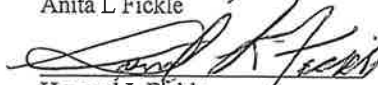
the Grantees whose current address is:
6955 Mayfield Rd, Mountain Home, ID 83647

the following described real property in Elmore County, State of Idaho more particularly described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that they will warrant and defend the same from all lawful claims whatsoever, except those of record.

Date: September 12, 2018


Anita L Fickle

Howard L Fickle

RE-RECORDED

Instrument # 470751 # Pages: 3
ELMORE COUNTY, Idaho
Jan 30, 2019 11:04:28 am Fee: \$ 15.00
For: GUARANTY TITLE INC
SHELLEY ESSL, Recorder
DELLIS, Deputy

State of Idaho
County of Elmore

On this 14th day of September, 2018, before me, the undersigned, a Notary Public, in and for said State, personally appeared ANITA L FICKLE AND HOWARD L FICKLE, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public
Residing at: Mountain Home
Commission Expires: 1-6-24

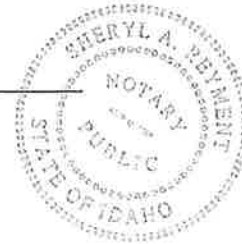


EXHIBIT "A"

Tract-I

A portion of the Southeast 1/4 of Section 11, Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho, and being more particularly described as follows:

Beginning at the South 1/4 corner of said Section 11,

thence N 00°12'40" W along the West boundary of said Southeast 1/4 of Section 11, for a distance of 451.90 feet to a point on the centerline of Canyon Creek;

thence leaving said West boundary along the centerline of Canyon Creek for the following 7 courses:

N 42°41'18" E for a distance of 455.29 feet;

thence N 60°07'27" E for a distance of 455.29 feet;

thence N 58°01'12" E for a distance of 213.15 feet;

thence N 48°51'11" E for a distance of 116.98 feet;

thence N 34°01'02" E for a distance of 223.44 feet;

thence N 57°44'05" E for a distance of 223.44 feet;

thence N 46°57'09" E for a distance of 47.64 feet to a point on the centerline of Mayfield Road, being a curve to the left;

thence along the centerline of Mayfield Road and said curve to the left a distance of 308.84 feet, said curve having a radius of 2770.53 feet, a central angle of 06°23'13" and a chord bearing S 40°07'13" E for a distance of 308.68 feet to a point of tangent;

thence continuing along said centerline for the following 5 courses:

S 43°18'50" E for a distance of 127.42 feet to a point of curve to the right;

thence along said curve to the right a distance of 313.59 feet, said curve having a radius of 239.59 feet, a central angle of 74°59'33" and a chord bearing S 05°49'03" E for a distance of 291.68 feet to a point of tangent;

thence S 31°40'43" W for a distance of 148.23 feet to a point of curve to the left;

thence along said curve to the left a distance of 224.99 feet, said curve having a radius of 324.54 feet, a central angle of 39°43'12" and a chord bearing S 11°49'07" W for a distance of 220.51 feet to a point of tangent;

thence S 08°02'29" E for a distance of 582.96 feet to the South boundary of said Section 11;

thence S 89°55'33" W along the South boundary of said Section 11 for a distance of 1593.88 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT

Tract-II

A parcel of land situated in the Southeast Quarter of Section 11, Township 2 South, Range 6 East, Boise Meridian, Elmore County, Idaho, described as follows:

COMMENCING at the South 1/4 corner of said Section 11, from which the Southeast corner of said Section 11 bears N 89°53'55" E., 2627.81 feet; thence

A) N 49°36'11" E., 2002.16 feet to a point in the centerline of Mayfield Road, marking

Canyon Creek Bridge Station 8+98.00, also the POINT OF BEGINNING; thence, leaving said centerline,

1) S 46°39'36" W., 40.00 feet; thence,

2) N 43°20'24" W., 10.11 feet to the beginning of a tangent curve; thence

3) Northwesterly along said curve to the right, having a radius of 2810.53 feet, an arc length of 309.02 feet, through a central angle of 06°17'59" and a chord bearing and distance of N 40°11'25" W., 308.86 feet; thence,

4) N 46°55'35" E., 40.23 feet to the centerline of Mayfield Road, marking Canyon Creek Bridge Station 5+79.04; thence, following the centerline of said Mayfield Road the following courses:

5) Southeasterly along a curve to the left, having a radius of 2770.53 feet, an arc length of 308.84 feet, through a central angle of 06°23'13" and a chord bearing and distance of S 40°08'47" E., 308.68 feet; thence, tangent from said curve,

6) S 43°20'24" E., 10.11 feet to the POINT OF BEGINNING.

Together with water right no. 61-12225 a 4 acre share of water including stock water



RE-13 COUNTER OFFER # 1 (1,2,3 etc.)
THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

JULY 2018 EDITION
Page 1 of 1



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
 IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 Today's Date: 08/07/2018
 2
 3 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: 08/05/2018
 4
 5 ADDRESS: 6955 Mayfield Road Mountain Home ID 83647 ID#: LMR-8-1
 6
 7 BUYER: Thomas N Hennessey Shana L Hennessey
 8
 9 SELLER: Howard Fickle Anita Fickle
 10

11 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 12 ☐ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 13 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 14 ☒ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a
 15 true copy of signed acceptance of this Counter Offer within the time frame specified herein.

16 1.) Purchase price to be \$815,000 to be allocated as follows, \$749,900
 17 towards the purchase of the home, shop, water rights and all real property,
 18 \$65,100 for the purchase of all personal property that is currently in the
 19 shop, on the premises and in the house excluding the owners personal
 20 effects, all artwork and wall hangings and the sellers tool box and tools
 21 within.
 22

23
 24 2.) The personal property list attached as addendum 1 is accepted by both
 25 parties minus the tool box and tools.
 26

27
 28 3.) The water rights to be included are 4 acre share of water right #61-12225 including stock water.
 29 Buyer shall transfer water right within 12 months of closing.
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40 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 41 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior
 42 Addendums not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan
 43 amount on Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. If original offer
 44 has expired, has been revoked and/or acceptance is late, then mutual execution of this Agreement shall constitute consent to revive and
 45 retender the original offer. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.
 46

47 If a signed acceptance is not delivered on or before (date): 08/08/2018 at 5 ☐ A.M. ☒ P.M.
 48 this Counter Offer shall be deemed to have expired.

49 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 50 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 51 or electronic transmission shall be deemed to be the same as delivery of an original.
 52

53 SELLER <u>Howard Fickle</u>	Date <u>08/08/2018</u>	Time _____	☐ A.M. ☐ P.M.
54 SELLER <u>Anita Fickle</u>	Date <u>08/08/2018</u>	Time _____	☐ A.M. ☐ P.M.
55 BUYER <u>Thomas N. Hennessey</u>	Date <u>8/7/18</u>	Time <u>6:18</u>	☐ A.M. ☒ P.M.
56 BUYER <u>Shana Hennessey</u>	Date <u>8/7/18</u>	Time <u>6:18</u>	☐ A.M. ☒ P.M.

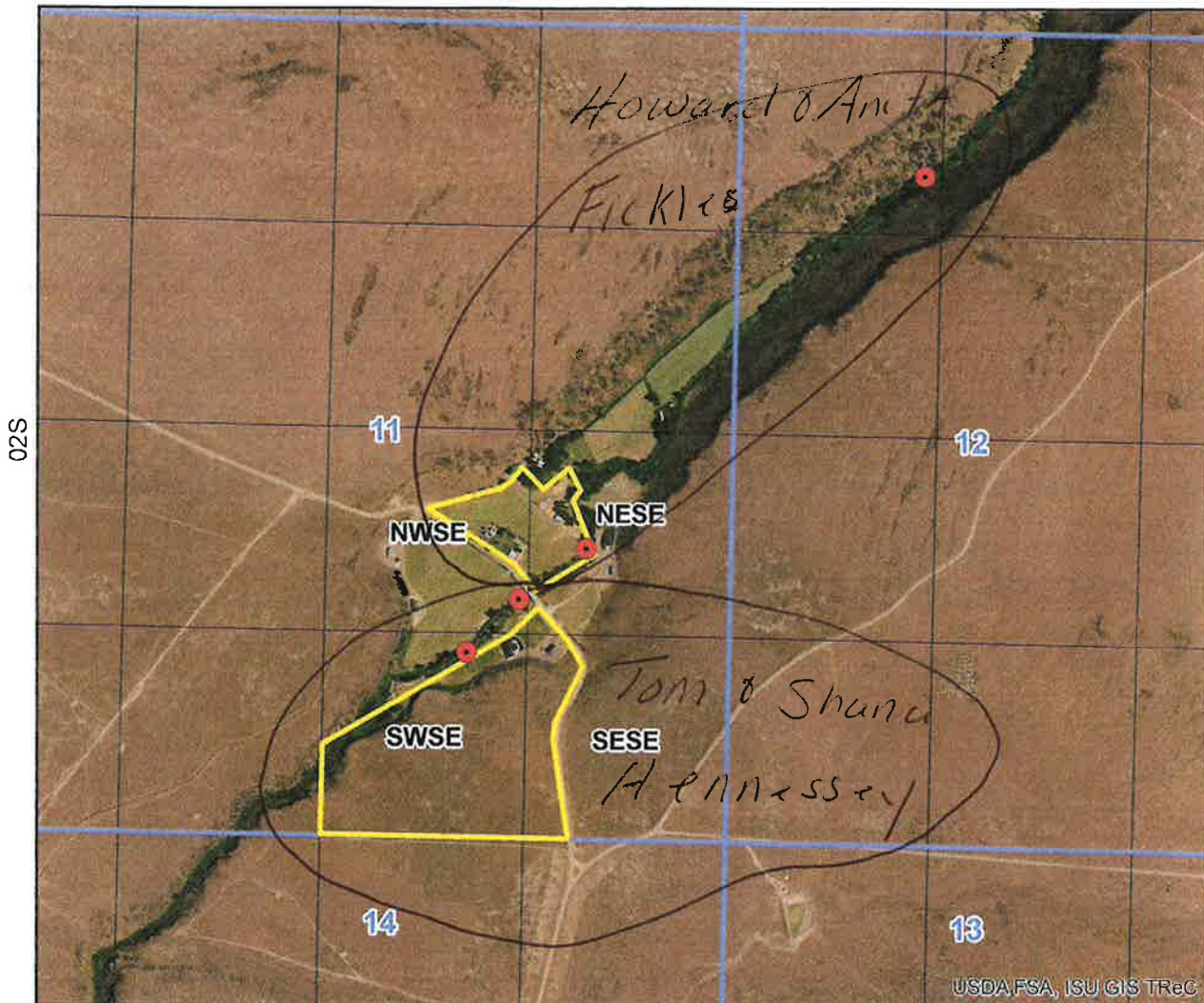
State of Idaho
Department of Water Resources

Attachment to Water Right License

61-12225

This map depicts the STOCKWATER place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.

06E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections

0 0.15 0.3 0.6 Miles





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

March 13, 2019

THOMAS N HENNESSEY
SHANA L HENNESSEY
6955 MAYFIELD RD
MOUNTAIN HOME ID 83647-5307

Re: Change in Water Right Ownership: 61-12225 (Split into 61-12225 and **61-12338**)

Dear Water Right Holder(s):

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

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: ANITA L FICKLE