



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

January 11, 2019

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

RE: Change in Ownership Water Right Permit No(s): 61-12225

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on September 24, 2018 for the above referenced water rights. The Notice was processed and an acknowledgement letter was sent on September 25, 2018.

On November 6, 2018, the Department received correspondence and a copy of a page from the Purchase and Sales Agreement between the Fickle's and Hennessey's from Anita Fickle stating that only a portion of water right 61-12225 was conveyed to you. However, in the deed provided by you Exhibit A lists the entire water right, not a portion.

The Department sent a letter to you requesting additional fees if you agreed with the assessment, which you submitted on January 4, 2019. However, the Department cannot update the ownership of a water right based on a Purchase and Sales agreement. The warranty deed states, "Together with water right no. 61-12225.

The Department is returning your Notice of Change in Water Right Ownership and the attachments so both parties will have a chance to clean up the ownership of the water right. There are different options to fix this and many attorney's that can help you. Anita Fickle will be listed as the current owner of water right 61-12225.

A refund of \$100 has been requested and \$25 will be mailed to Guaranty Title, Inc and \$75 will be mailed to Thomas N Hennessey and Shana L Hennessey under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: Anita L Fickle
Guaranty Title Inc

RECEIVED

JAN 04 2019

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

my 11/16/18
RECEIVED
SEP 24 2018
DEPT
WATER RESOURCES
WESTERN REGION

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
61-12225	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: Howard L Fickle and Anita L Fickle

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Thomas N Hennessey and Shana L Hennessey

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or6955 Mayfield RdMountain Home

ID

83647

Mailing address

City

State

ZIP

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: September 19, 2018

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: Thomas N Hennessey

Signature of new owner/claimant

Title, if applicable

Date

9-18-18

- Signature: Shana L. Hennessey

Signature of new owner/claimant

Title, if applicable

Date

9-18-18

For IDWR Office Use Only:

Received by

AK/AS

Date

11/27/18
1/24/2018

Receipt No.

W046968
W046784

Receipt Amt.

\$75.00
25.00Active 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

N/A

Approved by

AK

Processed by

AK

Date

9/25/2018

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

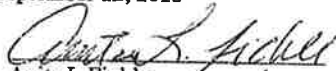
the Grantees whose current address is:
6955 Mayfield Rd, Mountain Home, ID 83647

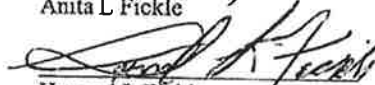
the following described real property in Elmore County, State of Idaho more particularly described as follows, to-wit:

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

State of Idaho
County of Elmore

On this 14 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



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

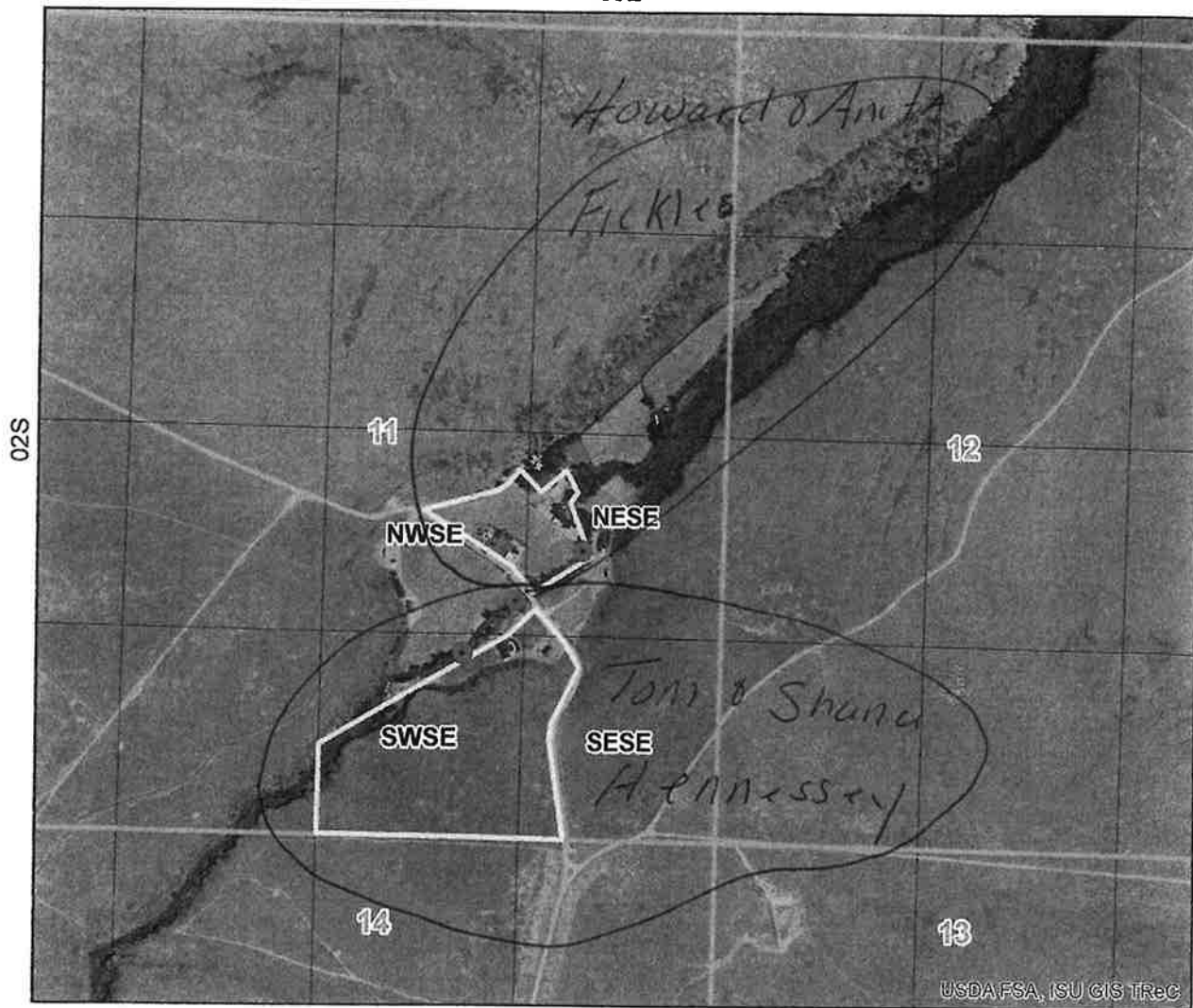
50 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 51 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 52 or electronic transmission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

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

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 20, 2018

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

RE: Notice of Ownership Change in Water Right No. 61-12225

Dear Applicants:

The purpose of this letter is to request clarification regarding the above referenced application.

The Department received a letter from Anita Fickle on November 11, 2018 claiming that a portion of the water right POU (place of use) for 61-12225 is located on a parcel owned by her per the Purchase and Sales Agreement when you purchased the property. A copy of the letter, the agreement and a map are included for your reference. If you agree with this assessment by Mrs. Fickle, please submit \$75.00 to the Department for the water right to be split accordingly. The \$25.00 previously submitted will be applied to the balance of the split.

If the Department does not receive a response and/or the remaining fee to split the water right within 30 days, the ownership changes to water right 61-12225 will be reverted and the \$25.00 refunded to you.

If you have any questions concerning the enclosed information, please feel free to contact this office at 208-334-2190.

Sincerely,

Chad Jones
Tech Records Specialist I
Western Regional Office

Enclosures

November 11, 2018

Attn: Phill Hummer
Dept. Of Water Resources

RECEIVED

NOV 16 2018

WATER RESOURCES
WESTERN REGION

Hello Phill,

Regarding water right split of #61-12225

Original Water Right #61-12225 includes 2 separate parcels of land. On 08-05-18 Howard and Anita Fickle sold to Tom and Shana Hennessey a parcel of property that included a house and shop. On the Purchase and Sales Agreement it is stated that the Hennesseys would obtain a portion (4 acre share) of water right #61-12225 including stock water for that parcel. Apparently it was not marked that the water right was to be split between the two parcels. The Fickles were to maintain two points of diversion and water rights for 6 acres and would reapply for stock water rights. The Hennesseys would obtain the water right for two points of diversion, four acres and stock water. Please reference the included map and description.

Please proceed in the correction of the split of this water right.

Thank you
Anita Fickle



MEMORANDUM

TO: Sascha Marston
FROM: Jean Hersley
DATE: January 11, 2019
RE: **Refund: ownership change-not processed**

Please refund \$25.

NAME: GUARANTY TITLE INC
206 S 3RD E ST
MOUNTAIN HOME ID 83647

RECEIPT #: W046968

AND

Please refund \$75.

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

RECEIPT #: W046968

Thank you.

Jean