

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

JUN 24 2014

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
63-11993	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Parklane Company Inc
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Franklin Plaza Associates, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

<u>1020 W. Main St., Ste 270</u>	<u>Boise</u>	<u>ID</u>	<u>83702</u>
Mailing address	City	State	ZIP
<u>208.345.3221</u>	<u>kghowell@parklaneco.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: 01.23.2014

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: [Signature] Title, if applicable Date

Signature of new owner/claimant

Signature: _____ Title, if applicable Date

Signature of new owner/claimant

For IDWR Office Use Only:

Received by CT Date 6-27-14 Receipt No. 6099077 Receipt Amt. 25.00

Approved by _____ Processed by SN Date 7/3/14

ACCOMMODATION
RECORDING

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 10.00 1
BOISE IDAHO 01/23/2014 10:44 AM
DEPUTY Lisa Batt
Simplifile Electronic Recording
RECORDED-REQUEST OF
TITLEONE BOISE
114005801

Franklin Plaza

WARRANTY DEED

For Value Received,

Kenneth G. Howell, an unmarried man, the Grantor, does hereby grant, bargain sell and convey unto, Franklin Plaza Associates, LLC, an Idaho limited liability company, whose current address is 1020 Main Street, Suite 270, Boise, Idaho 83702, the Grantee, the following described premises, in Ada County, Idaho, To Wit:

Lots 9, 10, 11 and 12 in Block 88 of the BOISE CITY ORIGINAL TOWNSITE, according to the Official Plat thereof, filed in Book 1 of Plats at Page(s) 1, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 1/23/14

By: *Kenneth G. Howell*
Kenneth G. Howell, President

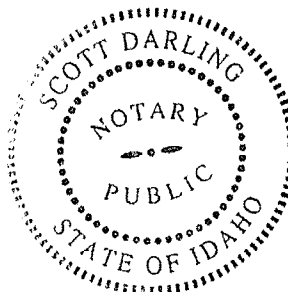
State of Idaho)
) ss:
County of Ada)

On this 23rd day of January, 2014, before me, the undersigned a Notary Public in and for said state personally appeared Kenneth G. Howell, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

Scott Darling
Notary Public

Commission Expires: RESIDING: BOISE, ID
COMMISSION EXPIRES: 11-28-19



ACCOMMODATION
RECORDING

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

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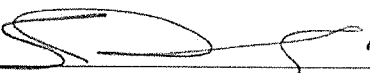
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