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JUN 24 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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MAR 28 2018

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?
2-2245A	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<u>into 2-10562</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: A. Clay and Jacoba Atkins
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): John Clay Atkins
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 598 Harmon Lane Hillsboro KY 41049
Mailing address City State ZIP
- (606) 876-4598 _____
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: 1984
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.

SUPPORT DATA
IN FILE # 2-2245A

8. Signature: John Clay Atkins _____ June 06, 2015
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 AS Date 6/24/15 Receipt No. W043220 Receipt Amt. \$100⁰⁰

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 _____ Approved by _____ Processed by [Signature] Date 4-18-18

Recording Requested By And
When Recorded Mail To:

Stephen L. Pruss
Ahrens DeAngeli Law Group LLP
P.O. Box 9500
Boise, Idaho 83707-9500

Quitclaim Deed

A. Clay Atkins, as the custodian for John Clay Atkins under the Idaho Uniform Transfers to Minors Act, "Grantor," and as a result of the termination of the custodianship pursuant to Idaho Code Section 68-820, does hereby release and forever quitclaim unto John Clay Atkins, as his separate property, "Grantee," whose current address is 453 Fairway Drive, Pocatello, Idaho 83201, the following described real property located in Owyhee County, Idaho, more particularly described as follows:

IN TOWNSHIP 6 SOUTH, RANGE 5 EAST, B.M., OWYHEE COUNTY,
IDAHO SECTION 3: W/2SE/4, SE/4SE/4, W/2NE/4 EXCEPT THEREFROM
THE N/2N/2NW/4NE/4 (LOT 2).

TOGETHER WITH all improvements, easements, hereditaments and
appurtenances thereto, and all tenements, reversions, remainders, rights-of-way and
water rights in anywise appertaining to the property herein described.

SUBJECT TO all taxes and assessments for all past, present and subsequent years,
and to such rights, easements, liens, encumbrances, covenants, rights-of-way,
reservations, restrictions and zoning regulations as appear of record or based upon
the premises, and to any state of facts an accurate survey or inspection of the
premises would show.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 17 day of April, 2018.

A. Clay Atkins
A. Clay Atkins, as custodian for John Clay Atkins under the Idaho Uniform Transfers to Minors Act

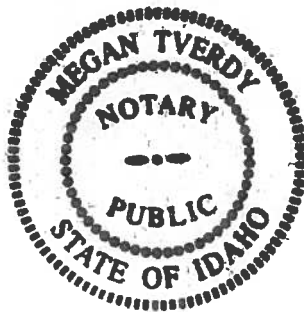
"Grantor"

STATE OF IDAHO)
 : ss.
COUNTY OF Ada)

On this 17 day of April, 2018, before me Megan Tverdy, a Notary Public, personally appeared A. Clay Atkins, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the custodian for John Clay Atkins under the Idaho Uniform Transfers to Minors Act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)



Megan Tverdy
Notary Public for Idaho
Commission expires: 6/25/19

WARRANTY DEED

~~the following described premises~~
RUSSELL D. HUNEMILLER and KAREN E. HUNEMILLER, husband and wife,

the grantors do hereby grant, bargain, sell and convey unto A. CLAY ATKINS as custodian for
JOHN CLAY ATKINS under the Idaho Uniform Transfers to Minors Act
the grantee, whose current address is P.O. Box 201, Bruneau, Idaho 83604

the following described premises, in Owyhee County Idaho, to wit:

IN TOWNSHIP 6 SOUTH, RANGE 5 EAST, B.M., OWYHEE COUNTY, IDAHO
Section 3: W/2SE/4, SE/4SE/4, W/2NE/4 Except therefrom the
N/2N/2NW/4NE/4 (Lot 2)

Subject to Mortgage dated November 15, 1982, and recorded
November 15, 1982, as Instrument No. 174948, Owyhee County
Records, wherein Russell D. Hunemiller and Karen E. Hunemiller
are mortgagors, and United States of America, acting through the
Farmers Home Administration, is mortgagee;

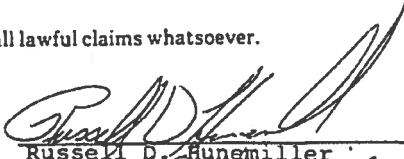
Subject also to the Mortgage dated December 30, 1983, and recorded
January 3, 1984, as Instrument No. 179403, records of Owyhee
County, Idaho, wherein Russell D. Hunemiller and Karen E.
Hunemiller are mortgagors, and Jack B. Witherspoon and Beulah

Witherspoon are mortgagees.

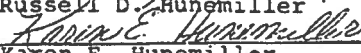
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee .
heirs and assigns forever. And the said Grantors do hereby covenant to and with the said
Grantee, that they are the owners in fee simple of said premises: that they are free from all in-
cumbrances.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 4, 1984



Russell D. Hunemiller



Karen E. Hunemiller

STATE OF IDAHO, COUNTY OF Ada

On this 4th day of October 19 84.
before me, a notary public in and for said State, personally
appeared Russell D. Hunemiller and
Karen E. Hunemiller,
husband and wife,

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Residing at
Comm. Expires

William A. Parker
Notary Public
Boise, Idaho

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for
record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____

Deputy.

Fees \$

Mail To: Wick

STRUMENT NO.



Water Right Number: **2-2245A**
Diversion Rate: **4.273 cfs**
Date: **3/18/2015**

2-2245A

4.273 cfs

3/18/2015

[illegible]



COMMITMENT FOR TITLE INSURANCE

Issued from the office of

OWYHEE COUNTY TITLE COMPANY
MURPHY, IDAHO 83650

SAFECO TITLE INSURANCE COMPANY OF IDAHO INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact the issuing office.

TABLE OF CONTENTS

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AGREEMENT TO ISSUE POLICY	ONE (1)
SCHEDULE A	INSERT
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I -- REQUIREMENTS	INSERT
SCHEDULE B-II -- EXCEPTIONS (Parts A and B)	INSERTS
CONDITIONS	TWO (2)

SCHEDULE A

1. Commitment Date: September 10, 1984 at 5:00 P.M. Your:
2. Policy (or policies) to be issued: Our No. 5066
(a) Standard Owner's Policy Policy Amount: \$
Proposed Insured:
JOHN CLAY ATKINS
(b) Loan Policy:
(Standard Coverage_____)(Extended Coverage_____) Policy Amount: \$
Proposed Insured:
(c) Policy Amount: \$
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned,
at the Commitment Date, by
RUSSELL D. HUNEMILLER and KAREN E. HUNEMILLER, husband and wife
4. The land referred to in this Commitment is described as follows:
IN TOWNSHIP 6 SOUTH, RANGE 5 EAST, B. M., OWYHEE COUNTY, IDAHO
Section 3: W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ Except therefrom the
N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Lot 2)

SCHEDULE A

ALTA Commitment - 1982
SAFECO Stock No. IDP-371A (3-83)



No. 5066

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone who will get an interest in the land or who will make a loan on the land and we may make additional requirements or exceptions relating to the interest or the loan.

No. 5066

SCHEDULE B - SECTION II

(PART A)

STANDARD EXCEPTIONS

Any standard coverage policy we issue will have the following exceptions.

- A. Taxes or special assessments which are not shown as existing liens by the public records; taxes not yet payable.
- B. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easements or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims, or title to water.
- F. 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.

SCHEDULE B - SECTION II

(PART B)

SPECIAL EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. (Restrictions, if any, based upon race, color, religion or national origin are deleted from any covenants, conditions or restrictions shown.)

1. General taxes for the year 1983 of which a portion of the last one-half ($\frac{1}{2}$) are delinquent. General taxes for the year 1984 are a lien, but not yet payable.

2. Joint Tenancy in Common Agreement affecting common irrigation system serving said premises and other lands, as recorded by Agreement dated March 29, 1978 and recorded May 18, 1983, as Instrument No. 176987, Owyhee County Records.

3. A Mortgage to secure payment of a note for \$288,000.00 and any other amounts as therein provided,

Recorded: November 15, 1982, as Instrument No. 174948
Owyhee County Records.

Date: November 15, 1982

Mortgagor: Russell D. Hunemiller and Karen E. Hunemiller,
his wife

Mortgagee: United States of America, acting through
the Farmers Home Administration

4. A Mortgage to secure payment of a note for \$157,231.34, and any other amounts as therein provided,

Recorded: January 23, 1984, as Instrument NO. 179613
Owyhee County Records.

Dated: January 3, 1984

Mortgagor: Russell D. Hunemiller and Karen E. Hunemiller,
husband and wife

Mortgagee: Provident Federal Savings and Loan Association,
a corporation

WHICH mortgage covers these premises and other lands.

5. Financing Statement executed by Russell D. Hunemiller to Provident Federal Savings and Loan Association, given to secure payment on Irrigation Equipment, motors and mint distilling equipment, recorded March 8, 1983, as Instrument No. 176246, 1983-119, Owyhee County Records, covering these premises and other lands.

6. Financing Statement executed by Russell D. Hunemiller to Provident Federal Savings and Loan Association, given to secure payment on Irrigation Equipment, motors and mint distilling equipment, recorded November 16, 1983, as Instrument No. 178995, 1983-637, Owyhee County Records.

Which financing statement covers these premises and other lands.

CONDITIONS**1. DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (b) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I

or

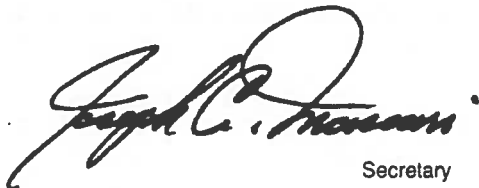
eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SAFECO Title Insurance Company of Idaho executes this commitment as of the date shown in Schedule A.


Secretary




President

NICK HILL

Authorized Signature





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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

April 18, 2018

JOHN CLAY ATKINS
598 HARMON LN
HILLSBORO KY 41049

Re: Change in Water Right Ownership: 2-2245 A (Split into 2-2245 A and **2-10562**)

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: Water District No. 2
SPF Water Engineering LLC

TRANSMITTAL

DATE: April 17, 2018

TO: Jean Hersley, Idaho Department of Water Resources

FROM: Roxanne Brown

RE: Change of Ownership – Clay Atkins to John Atkins

JOB NO.: 1165.0010

RECEIVED

APR 17 2018

**DEPARTMENT OF
WATER RESOURCES**

The following items are:

- | | | |
|--------------------------------------|--|---|
| ☐ Requested | ☒ Attached | ☐ Shipped Via _____ |
| ☐ Report | ☐ Specification | ☐ Cost Estimate ☐ Shop Drawings |
| ☐ Test Result | ☐ Prints | ☐ Test Sample ☐ Other |

No.	Description
1	Copy of Quit Claim Deed, signed April 17, 2018

These materials are submitted:

- | | |
|--|--|
| ☐ At your request | ☐ For your action |
| ☐ For your approval | ☐ For your files |
| ☐ For your review | ☒ For your information |

General Remarks: Please contact Roxanne Brown with any questions.

Hersley, Jean

From: Roxanne Brown <RBrown@spfwater.com>
Sent: Friday, April 06, 2018 2:13 PM
To: Hersley, Jean
Subject: RE: ownership change for John Clay Atkins

Jean –

Mrs. Atkins has provided the following deed for the property now owned by their son. The conveyance occurred when he was a minor many years ago. Clay is no longer the custodian for John because John is no longer a minor, but a new deed has not been issued. Please let me know what IDWR needs to see in addition to this document.

Roxanne

Roxanne Brown | Sr. Water Right Specialist

SPF Water Engineering, LLC

300 E Mallard Drive, Suite 350 | Boise, ID 83706

p. 208.383.4140 | f. 208.383.4156 | d. 208.489.2136

e. rbrown@spfwater.com | c. 208.859.8428

From: Hersley, Jean <Jean.Hersley@idwr.idaho.gov>

Sent: Wednesday, March 28, 2018 1:46 PM

To: Roxanne Brown <RBrown@spfwater.com>

Subject: ownership change for John Clay Atkins

Roxanne,

I am helping our Western Region office process ownership changes. I am reviewing an ownership change that was first received in June, 2015 and more recently March, 2018, for John Clay Atkins. The document, Commitment for Title Insurance, is not sufficient evidence of property ownership. The Department will need the actual Title Insurance packet or the deed that conveyed the land from A. Clay Atkins and Jacoba Atkins to John Clay Atkins. If we don't receive this information within 30 days, the ownership change and documents will be returned unprocessed.

Jean Hersley

Idaho Dept Water Resources

Technical Records Specialist II

208-287-4942



SPF WATER
ENGINEERING

RECEIVED

JUN 24 2015

WATER RESOURCES
WESTERN REGION

June 22, 2015

Angie Grimm, Supervisor
Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

Subject: *Change in Ownership – Water Right No. 2-2245A*

Dear Angie:

Please find enclosed a *Notice of Change in Water Right Ownership* for John Atkins. Mr. Atkins purchased the property in 1984. We understand the filing fee for this process is \$100.00; you will find a check for that amount enclosed.

Please contact us at your convenience with any questions.

Sincerely,

Roxanne Brown
Senior Water Rights Specialist

cc: A. Clay and Jacoba Atkins
John Atkins

Enclosures

Ownership Change form
Title Insurance Policy
Check No. 13240