

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
DEC 18 2017
DEPT OF WATER RESOURCES
SOUTHERN REGION

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?
51-13015	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-14166	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: United States of America
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Frank Hill
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 1554 E. 4300 N. Ball ID 8336
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: _____
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.
- SUPPORT DATA**
- IN FILE # 47-14166**
- ☐ 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: Frank Hill _____
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 DM Date 12-18-2017 Receipt No. 5036491 Receipt Amt. \$50.

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 _____ Date _____

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
01:41:04 PM 12-05-2017
2017019694
NO. PAGES 3 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

70803 sm
Case #: 1:16-cr-068-EJL
File #: MMR135560

SPECIAL / LIMITED WARRANTY DEED

United States of America, ("Grantor"), for valuable consideration paid, grants, remises, aliens and conveys, but without recourse, representation or warranty, except as expressed herein, to Frank Hill ("Grantee"), whose mailing address is 1854 E. 4300 N. Buhl Idaho 83316 all of Grantor's right, title and interest in and to that certain tract or parcel of land commonly known as 4119 North 400 East, Buhl, ID 83316 and situated in the County of Ada, State of Idaho, described as follows (the "Premises"):

* an unmarried man

PARCEL NO. 1

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho Section 31: Lots 3 and 4, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ EXCEPTING THEREFROM a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:

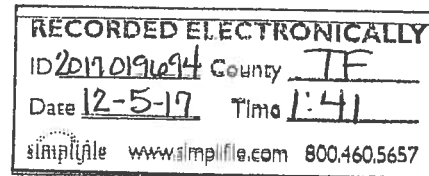
COMMENCING at the Southeast corner of said Section 31, said corner lies South 00°04'00" East 2644.59 feet from the East quarter corner of said Section 31; THENCE North 00°04'00" West 772.87 feet along the East boundary of the SE $\frac{1}{4}$ said Section 31 and being the REAL POINT OF BEGINNING; THENCE North 00°04'00" West 509.91 feet along said East boundary; THENCE leaving said East boundary, South 89°56'00" West 425.05 feet; THENCE South 00°04'00" East 514.82 feet to a point hereinafter referred to as point "A"; THENCE North 89°16'20" East 425.08 feet to the REAL POINT OF BEGINNING.

PARCEL NO. 2

Township 9 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho Section 31: A portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows: COMMENCING at the Southeast corner of said Section 31, said corner lies South 00°04'00" East 2644.59 feet from the East quarter corner of said Section 31; THENCE North 00°04'00" West 772.87 feet along the East boundary of the SE $\frac{1}{4}$ said Section 31 and being the REAL POINT OF BEGINNING; THENCE North 00°04'00" West 509.91 feet along said East boundary; THENCE leaving said East boundary, South 89°56'00" West 425.05 feet; THENCE South 00°04'00" East 514.82 feet to a point hereinafter referred to as point "A"; THENCE North 89°16'20" East 425.08 feet to the REAL POINT OF BEGINNING.

SUBJECT TO a 25.00-foot-wide county roadway easement being parallel with and adjoining said East boundary. TOGETHER WITH an easement for water well, domestic water pipeline, maintenance and access over the following described parcel of land, being a strip of land 15.00 feet wide, the centerline of which is described as follows: COMMENCING at the hereinabove referred to as point "A"; THENCE North 00°04'00" West 47.55 feet along the West boundary of the above described parcel of land and being the REAL POINT OF BEGINNING; THENCE leaving said West boundary South 70°01'49" West 890.00 feet to the ending point of the centerline of said 15.00-foot-wide easement.

PIN #'s RP09S13E310002 & RP09S13E319001



76803 sm

Case #: 1:16-cr-068-EJL

File #: MMR135560

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COMMENCING at the Southeast corner of said Section 31, said corner lies South 00°04'00" East 2644.59 feet from the East quarter corner of said Section 31; THENCE North 00°04'00" West 772.87 feet along the East boundary of the SE $\frac{1}{4}$ said Section 31 and being the REAL POINT OF BEGINNING; THENCE North 00°04'00" West 509.91 feet along said East boundary; THENCE leaving said East boundary, South 89°56'00" West 425.05 feet; THENCE South 00°04'00" East 514.82 feet to a point hereinafter referred to as point "A"; THENCE North 89°16'20" East 425.08 feet to the REAL POINT OF BEGINNING.

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PIN #'s RP09S13E310002 & RP09S13E319001

Subject to and together with all easements, restrictions and legal highways, if any, of record.

Prior Instrument Reference: Being the same real property acquired by Cascade Investments, LLC by virtue of Deed Recorded as Instrument No. 2016002249 of the Twin Falls County, Idaho Records subsequently all right, title and interest transferred to the United States of America by Final Order of Forfeiture recorded as Instrument No. 2016018304 of the Twin Falls County, Idaho Records.

And Grantor, for itself and its successors does covenant, promise and agree, to and with Grantee, grantee's heirs and assigns, that Grantor has not done or caused to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will specially warrant title to the Premises against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise. The warranties passing to Grantee hereunder are limited solely to those matters arising from acts of the Grantor, its agents or representatives, occurring solely during the period of Grantor's ownership of the subject real estate.

Grantor also covenants to specially warrant the title to the property hereby conveyed against any claim or action arising from the Federal case styled "United States of America v. Bernard Saul, Criminal Action No. # 1:16-cr-068-EJL, decided in the United States District Court for the District of Idaho, the Final Order of Forfeiture, dated September 8, 2016, having been recorded on October 18th, 2016 in the Twin Falls County, Idaho Records as Instrument No. 2016018304.

Exceptions to Conveyance and Special Warranty Covenants: This conveyance is subject to all easements, rights of way and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters or instruments that affect the property, rights of adjoining owners in any walls, fences, docks, piers and other improvements situated on a common boundary, any discrepancies, conflicts or shortages in area or boundary lines and any encroachments or overlapping of improvements. Further subject to all real property taxes and assessments due and payable after the date of this deed. Should this conveyance, Grantee's use of the property or any other cause result in assessment of additional taxes for periods prior to the date hereof, such rollback taxes shall be the responsibility and liability solely of the Grantee. Grantee hereby agrees to indemnify and hold Grantor harmless of and from any suits, claims, demands, losses and liabilities arising in connection with its responsibilities and liabilities arising in connection with its responsibilities and liabilities under this paragraph.

Grantor warrants to defend all and the singular of the property against every person whomsoever lawfully claims, the same or any part thereto, except as to the reservations from and these exceptions to conveyance and special warranty covenants, when the claim is by, through, or under Grantor, but not otherwise.

Grantee, by acceptance of this deed, certifies that he has inspected the property and has satisfied himself as to the condition of the same and that Grantee, relying solely upon his own investigation and examination of the property and not upon any representation by Grantor, accepts the property in its "AS IS" and WHERE IS" condition, with any and all faults, defects and environmental conditions, without representation or warranty of any kind, express, implied,

statutory or otherwise, including, without limitation, any warranty as to habitability, suitability, merchantability, condition or fitness, fitness for a particular purpose or fitness for any purpose.

Grantee recognizes and understands that the foregoing acknowledgments, confessions and agreements are a material inducement to Grantor in the execution and delivery of this deed and that, but for the foregoing acknowledgments, confessions and agreements, Grantor would not have executed and delivered this deed and Grantee recognizes, understands and agrees that the foregoing waivers, releases, indemnifications and other matters expressly apply to and include claims, losses, liabilities, damages and expenses arising, in whole or in part, out of the acts, omissions or negligence of Grantor or Grantor's predecessors in title or possession.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand this date:
October 19, 2017.

United States of America

By: Thavvy Sinn

Name: Thavvy Sinn

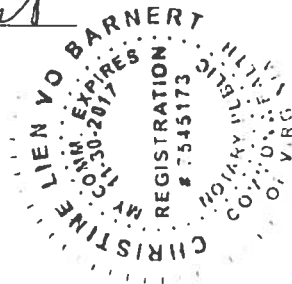
Title: Mgmt & Program Analyst

State of Virginia County of Arlington, ss:

Be it remembered, that on this 19th day of October, 2017, before me, the subscriber, a Notary Public in and for said county and State, came the United States of America, the Grantor herein, by and through Thavvy Sinn, Mgmt & Program Analyst of the United States Marshals Service, Asset Forfeiture Division, being authorized to make this conveyance by Title 28 of the U.S. Code (28 CFR §§ 0.111, 0.113, 0.156), who acknowledged the signing hereof to be his/her and its free and voluntary act and deed on behalf of the Grantor.

In testimony thereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

Chasler Burt
Notary Public





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 18, 2017

FRANK HILL
1854 E 4300 N
BUHL ID 83316

RE: Change of Ownership for Water Right Nos. 47-14166 and 51-13015

Dear Water Right Holder(s):

The Department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jim Bitzenburg
Senior Water Right Agent

Enclosure(s)

CC: Title Fact, Inc