

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUN 01 2017
WATER RESOURCES
WESTERN 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?
78-4005	Yes ☐	Yes ☐		Yes ☐	Yes ☐
78-10029	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Geanie and Don Hotz
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Brian P. McCabe
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|--------------------------|-------------------------|-------|--------------|
| <u>262 N Elk Lake Rd</u> | <u>New Meadows</u> | ID | <u>83654</u> |
| Mailing address | City | State | ZIP |
| <u>(208) 628-4292</u> | <u>brino225@msn.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: _____
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: Brian P. McCabe Title, if applicable: _____ Date: 6/1/2017
 Signature of new owner/claimant

Signature: _____ Title, if applicable: _____ Date: _____
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 6/1/17 Receipt No. W045333 Receipt Amt. \$50.00
 Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing
 Name on W-9: X Approved by: [Signature] Processed by: [Signature] W-9 received? Yes ☐ No ☒
 Date: 7/10/17

Borrower/Client Brian McCabeProperty Address 262 N Elk Lake RdCity New MeadowsCounty IdahoState IDZip Code 83654Lender U.S. Bank, N.A.

477696

After Recording Return to:
John Curtis Hucks
Attorney at Law, P.C.
P.O. Box 737
New Meadows, ID 83654

Instrument # 477696

IDAHO COUNTY, IDAHO,

3-16-2011

09:31:46 No. of Pages: 3

Recorded for: JOHN HUCKS

KATHY M. ACKERMAN

Fee: 16.00

Ex-Officio Recorder Deputy

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made on the 10th day of March, 2011, by and between STEPHANIE ELAINE WATSON, AS GENERAL PERSONAL REPRESENTATIVE OF THE ESTATE OF GEANIE HOTZ, whose mailing address is 262 N. Elk Lake Road, New Meadows, ID 83654 (hereinafter "Grantor") and STEPHANIE ELAINE WATSON, a unmarried woman, whose address is 262 N. Elk Lake Road, New Meadows, ID 83654 (hereinafter "Grantee").

WITNESSETH:

THAT Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, sell and convey unto the said Grantee, their successors and assigns, the lots, tracts or parcels of land lying, being and situated in the County of Idaho, State of Idaho, described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A".

TOGETHER with and including all and singular the tenements, hereditaments and appurtenances to said premises belonging or in anywise appertaining, and together with all springs, water, water rights, ditches, wells, and irrigation or diversion works of whatever kind or nature; situate upon, used in connection with, or in anywise appurtenant to the before described premises.

SUBJECT to all unexpired conditions, restrictions, reservations and easements of record, if any, constituting constructive notice, together with taxes.

SUBJECT TO ALL CONFIRMED CREDITOR CLAIMS ALLOWED IN CASE NO. CV-2010-2633, THIRD JUDICIAL DISTRICT FOR STATE OF IDAHO OR ANY SUBSEQUENT PROCEEDINGS.

TO HAVE AND TO HOLD the aforesaid premises with all and singular, the rights, privileges and appurtenances belonging thereto, or in anywise appertaining unto the said Grantee and unto Grantee's heirs, successor and assigns forever, the said Grantor hereby covenants that the premises are free and clear from any encumbrance created, allowed or suffered by Grantor; and that Grantor will warrant and defend the title to said premises unto the said Grantee and unto Grantee's heirs, successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor.

COPY

Borrower/Client Brian McCabeProperty Address 262 N Elk Lake RdCity New MeadowsCounty IdahoState IDZip Code 83654Lender U.S. Bank, N.A.

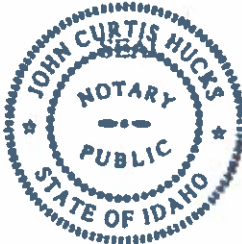
IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed the day and year above written.

DATED this 10th day of March, 2011.

Stephanie Elaine Watson
STEPHANIE ELAINE WATSON, AS
GENERAL PERSONAL REPRESENTATIVE
OF THE ESTATE OF GEANIE HOTZ

STATE OF Idaho
COUNTY OF Adams

On this 10th day of March, 2011, before me appeared STEPHANIE ELAINE WATSON, AS GENERAL PERSONAL REPRESENTATIVE OF THE ESTATE OF GEANIE HOTZ, to me personally known, or positively identified, who being by me duly sworn, did affirm that he did execute the within and foregoing instrument for the purposes set forth therein.



John Curtis Hucks
Notary Public - John Curtis Hucks
Residing at: New Meadows, Idaho
My Commission Expires: 6-13-15

COPY

27327

Please Remit To:



Idaho County Title Company, Inc.

319 West Main Street

Grangeville, Idaho 83530

Phone: (208) 983-2662

Fax: (208) 983-2096

Billed To:

U.S. BANK, N.A.
3151 HIGHLAND POINTE DRIVE
OWENSBORO, KENTUCKY, 42303

Invoice Date: July 26, 2016

Our File Number: 27327

Your Reference Number: 2200637694

Brief Legal: T22N R1E Sec 26 Tax 31

DESCRIPTION

AMOUNT

Policy premium for Owner's \$160,000.00	864.00
EXT Policy premium for Loan \$128,000.00	267.00
Endorsements 8.1 (\$15.00), 9 (\$35.00), 116 (0):	50.00

Invoice Total Amount Due \$ 1,181.00

Copies to: Mahra; Tiffany; Clyde; Mary; John Hucks

Owner/Seller: STEPHANIE ELAINE WATSON, an unmarried woman and the heirs or devisees and legal representatives of DONALD J. HOTZ, deceased, their interest being subject to the administration of the estate of said decedent.

Buyer: BRIAN P. MCCABE, a married man

NOTE: To insure proper credit to your account, please include the Title Insurance File No. on your check or money order.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE**

SCHEDULE A

Title Examiner: Maria Davis

Commitment Number: 27327

1. Effective Date: July 15, 2016 at 05:00 PM

2. Policy or Policies to be issued:

(a) ☒ STANDARD ALTA Owner Policy (06-17-06)

Policy Amount: \$ 160,000.00
Premium Amount: \$ 864.00

Proposed Insured: BRIAN P. MCCABE, a married man

(b) ☒ EXTENDED ALTA Loan Policy (06-17-06)

Policy Amount: \$ 128,000.00
Premium Amount: \$ 267.00

Endorsements 8.1 (\$15.00), 9 (\$35.00), 116 (0): \$50.00

Proposed Insured: U.S. BANK, N.A.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE and is at the effective date hereof vested in:

STEPHANIE ELAINE WATSON, an unmarried woman and the heirs or devisees and legal representatives of DONALD J. HOTZ, deceased, their interest being subject to the administration of the estate of said decedent.

4. The land referred to in the Commitment is situated in the County of IDAHO, State of IDAHO, and described as follows:

SEE SCHEDULE C ATTACHED HERETO

Countersigned


J. PAUL EIMERS, AUTHORIZED OFFICER OR AGENT

SCHEDULE B - Section I

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:
 - a) A properly executed Warranty Deed from vestees to proposed insured.
 - b) A properly executed Deed of Trust from proposed insured.
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. **This Title Company will require an Affidavit of Title and Indemnity be properly executed and notarized by the vestee(s) prior to the closing of this transaction.**
6. **Determination of marital status of STEPHANIE ELAINE WATSON must be made. If married, spouse is to join in execution of any forthcoming instruments. If single, recital of the fact, in the instruments to be executed, will be sufficient.**
7. **Determination of marital status of BRIAN P. MCCABE must be made. If married, spouse is to join in execution of any forthcoming instruments. If single, recital of the fact, in the instruments to be executed, will be sufficient.**

NOTES:

* General taxes for the year 2015 were assessed in the amount of \$868.94 but a circuit breaker was given in the amount of \$454.50 with a balance of \$75.78 remaining to be paid plus penalty and interest due. The assessment is given for informational use only and the Company assumes no liability for the amount quoted. (Parcel No. RP 22N01E262570A)

* The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

* The purported address of said property is: 262 North Elk Lake Road, New Meadows, Idaho, 83654.

SCHEDULE B - Section 2

File No.: 27327

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by person in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public record.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any services, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

9. General taxes for the year 2015, which are a lien, are delinquent.
10. General taxes for the year 2016, which are a lien, are not yet due and payable.
11. Power Line Easement, including the terms and provisions thereof, by and between THEODORE STILLMAN and MARY STILLMAN, his wife, Grantors, and IDAHO POWER COMPANY, a corporation, Grantee, recorded April 24, 1948, under Instrument No. 159349, records of Idaho County, Idaho.
12. "The restrictive covenant on the part of the Grantees, their heirs and assigns, that they will not construct or install any structure or other thing on the above described premises, West of the present residence of the Grantors located on the adjacent property except a fence of not more than 5 feet in height, which covenant shall be perpetual in duration, and which covenant shall run with the land, and which covenant is part of the consideration for the conveyance of the above described tract: as set forth in Warranty Deed, including the terms and provisions thereof, by and between JOE S. MILLER and LOIS M. MILLER, husband and wife, Grantors, and RICHARD E. BLAKELEY and EVA BLAKELEY, husband and wife, Grantees, recorded August 29, 1967, under Instrument No. 227899, Book 107 page 216, records of Idaho County, Idaho.
13. Easement for Roadway, including the terms and provisions thereof, by and between JOE S. MILLER and LOIS M. MILLER, husband and wife, Grantors, and MURIEL R. GIVENS, Grantee, recorded April 22, 1980, under Instrument No. 284659, and dated July 26, 1966, records of Idaho County, Idaho.

File No. 27327

SCHEDULE B - Section 2
(Continued)

14. Matters as shown on Survey No. S-624, recorded January 11, 1990, under Instrument No. 351545, records of Idaho County, Idaho.
15. Right, title and interest of the spouse of STEPHANIE ELAINE WATSON, if any.
16. Liens against the spouse of STEPHANIE ELAINE WATSON, if any.
17. Right, title and interest of the spouse of BRIAN P. MCCABE, if any.
18. Liens against the spouse of BRIAN P. MCCABE, if any.

NOTE: Exception 1-4, 6-8 will not appear in the Loan Policy to be issued hereunder.

END OF SCHEDULE B

MD:kg

File No.: 27327

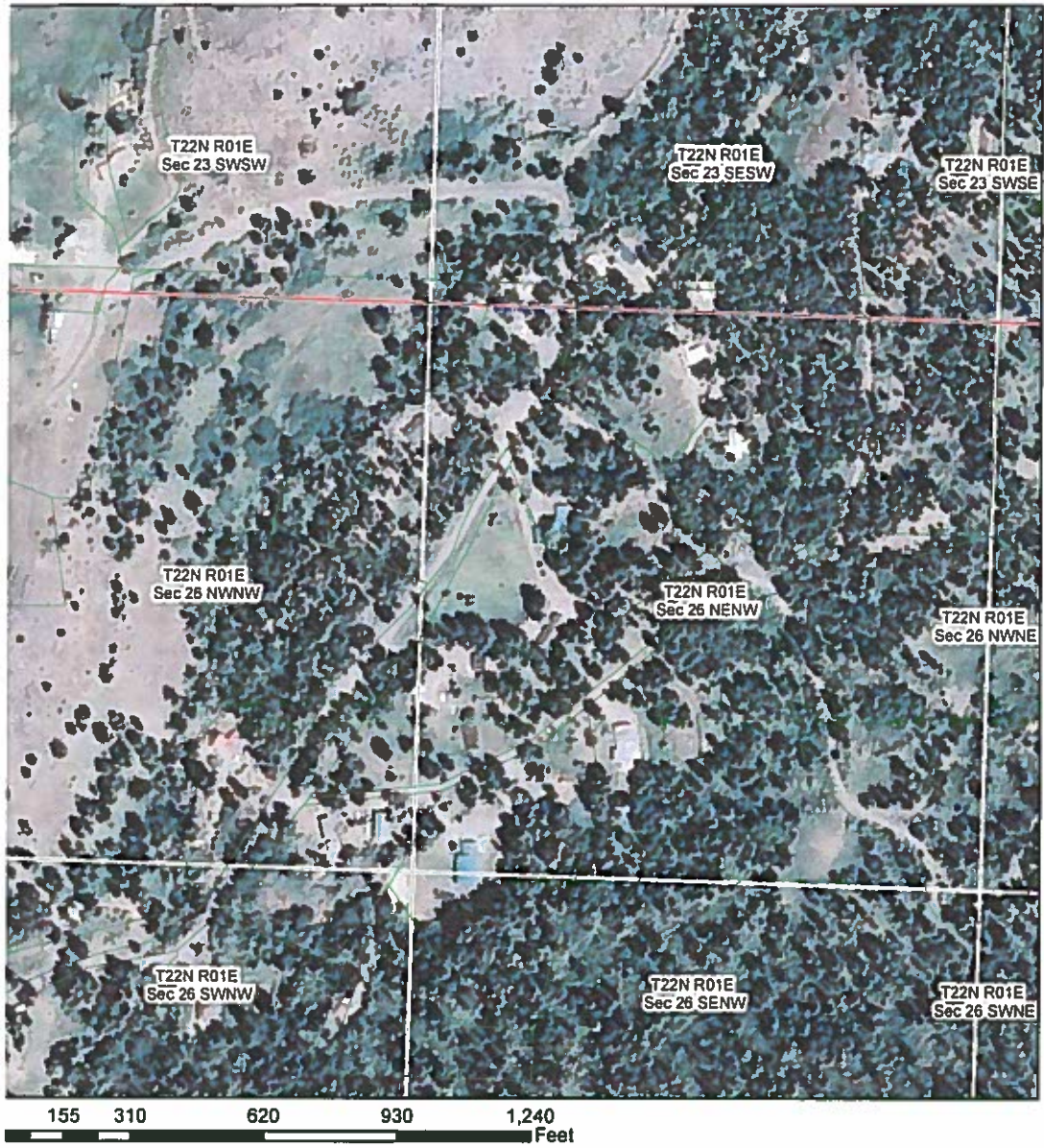
SCHEDULE C

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 26:

A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$;
thence North 430 feet to the True Place of Beginning;
thence East 275.5 feet;
thence N 54°07' E, 392.4 feet;
thence N 33°05' W, 109.2 feet;
thence S 31°27' W, 108.2 feet;
thence S 51°51' W, 202.7 feet;
thence N 57°03' W, 60.3 feet;
thence N 25°33' W, 296.9 feet, more or less, to a point on the South side of Elk Lake Road;
thence S 24°43' W, along the South side of said road 191.8 feet;
thence S 34°37' W, 280.0 feet;
thence East 100 feet to the True Place of Beginning.
Sometimes known as Assessor's Tax No. 31.

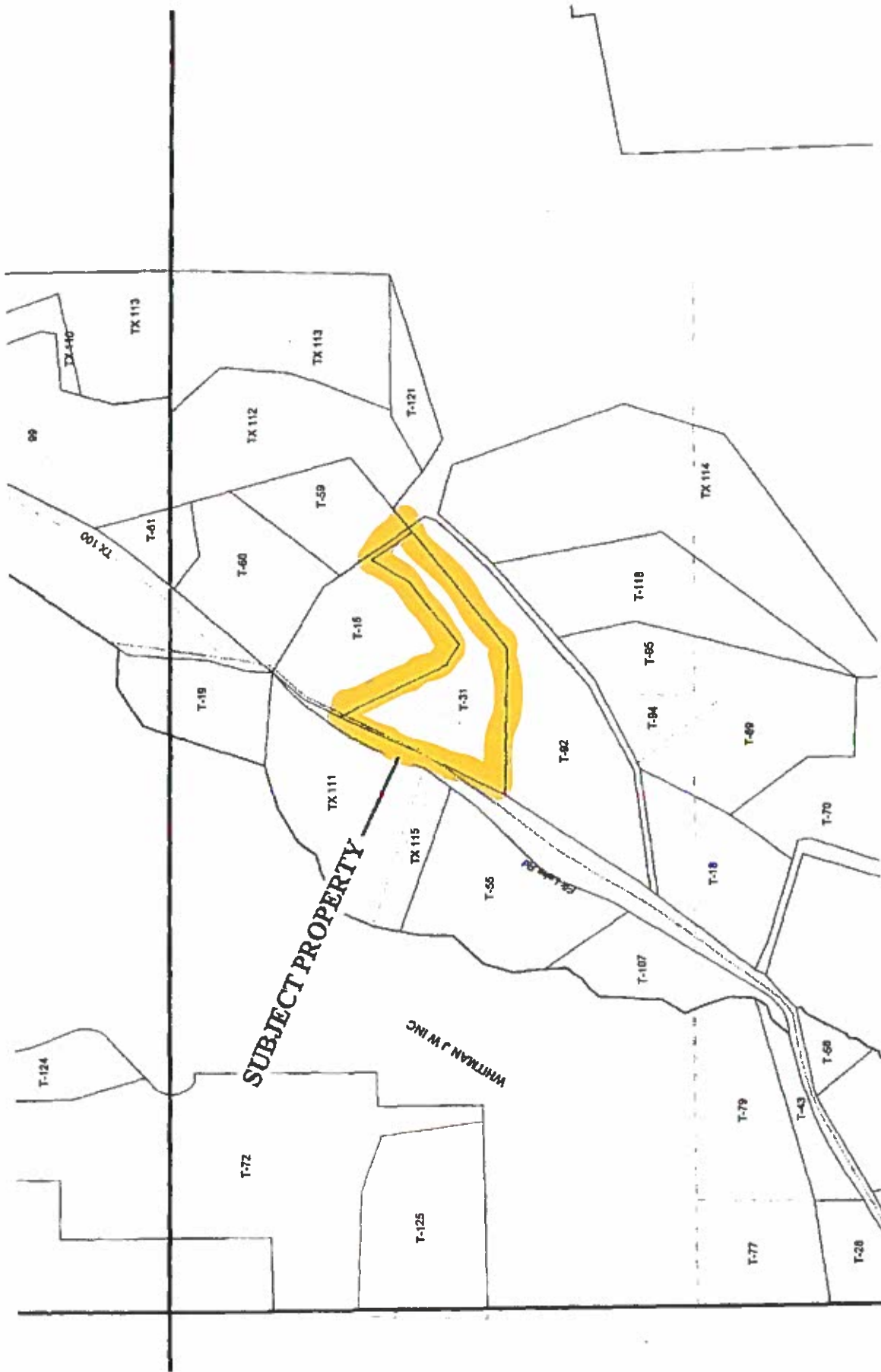
(end schedule c)



Legend

-  ESPA
-  GCDB Township/Range
-  GCDB Section
-  GCDB Quarter-Quarter
-  Counties





THIS PLAT IS MADE SOLELY FOR THE PURPOSE
OF ASSISTING IN LOCATING THE LAND AND THE
COMPANY ASSUMES NO LIABILITY FOR VARIA-
TIONS, IF ANY, WITH AN ACTUAL SURVEY.



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

July 10, 2017

BRIAN P MCCABE
262 N ELK LAKE RD
NEW MEADOWS ID 83654

RE: Notice of Ownership Change in Water Right No's:

78-4005 & 78-10029

Dear Applicant,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. 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.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience and cooperation. Please call (208)334-2190 if you have any questions concerning the enclosed information.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures