

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 06 2017

DE

Notice of Change in Water Right Ownership

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
67-467A	Yes ☐		Yes ☐		Yes ☐
67-468A	Yes ☐		Yes ☐		Yes ☐
67-4090	Yes ☐		Yes ☐		Yes ☐
67-10148	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Carlos L Post, Laura Post, Farrell E Carr

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Arthur Phillip Hintz

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

745 Indian Valley Road

Mailing address

Indian Valley

ID 83632

City

State ZIP

860-635-1326

asmilingart@att.net

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: 1/3/2017

6. 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.

SUPPORT DATA

IN FILE # 67-467A

7. Signature: Arthur Phillip Hintz
Signature of new owner/claimant

Title, if applicable

12-29-16
Date

Signature: _____
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only

Received by CS

Date 1/6/17

Receipt No. W044872

Receipt Amt. \$100⁰⁰

Approved by CS

Processed by CS

Date 1/31/17

CORPORATE WARRANTY DEED

For Value Received, PACIFIC INTERMOUNTAIN MORTGAGE COMPANY, an Oregon corporation

COPY

the grantor does hereby grant, bargain, sell and convey unto
ARTHUR PHILLIP HINTZ, an unmarried man

745 Indian Valley Road, Indian Valley, ID 83632
the grantee, whose current address is ~~142 North Road, Cromwell, CT 06416~~

the following described premises, in Adams County, Idaho, to-wit:

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 15: W1/2SE1/4

TOGETHER WITH & SUBJECT TO that certain private roadway easement and maintenance agreement
recorded as Instr. No. 115472

TOGETHER WITH Water Rights 67-467A, 67-468A, 67-4090, 67-10148; Little Weiser Irrigation District - 15
benefited acres in Section 15 in Parcel 14N01W157800 and 25 acres of sub-rights

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee, their
heirs and assigns forever. And the said Grantor hereby covenant to and with the said Grantee, that he is
the owner in fee simple of said premises; that he is free from all encumbrances excepting for all easements
of record, rights of way, matters visible, and all matters of record and title and that he will warrant and
defend the same from all lawful claims whatsoever.

Date: December 28, 2016

PACIFIC INTERMOUNTAIN MORTGAGE COMPANY, an Oregon Corporation

A.P.H.

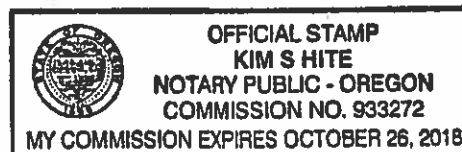
By: Bill L. Clonts
BILL CLONTS, Vice President
aka Bill L. Clonts

STATE OF Oregon)
COUNTY OF Baker)

On this 30th day of December, in the year of 2016, before me, a Notary Public in and for said State,
personally appeared BILL CLONTS aka Bill L. Clonts
known or identified to me to be the Vice President of the PACIFIC INTERMOUNTAIN MORTGAGE
COMPANY, an Oregon corporation, that executed the instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me that such corporation executed the
same.

Kim S. Hite
Notary Public
Residing at: Baker City, OR
Commission expires: 10-26-18

#16-1365



Instrument # 130506

COUNCIL, ADAMS, IDAHO
1-4-2017 02:52:21 PM No. of Pages: 1
Recorded for : TIMBERLINE TITLE & ESCROW
SHERRY WARD Fee: 10.00
Ex-Officio Recorder Deputy Mary Ann
Index to: DEED

Instrument # 127637

COUNCIL, ADAMS, IDAHO

12-22-2014 04:39:47 PM No. of Pages: 6

Recorded for : TIMBERLINE TITLE & ESCROW

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 25.00

Instrument # 127372

COUNCIL, ADAMS, IDAHO

10-23-2014 01:36:41 PM No. of Pages: 5

Recorded for : TIMBERLINE TITLE & ESCROW

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 22.00

COPY**NONMERGER DEED IN LIEU OF FORECLOSURE**Re-recorded to amend Grantor name
(ADAMS COUNTY)THIS DEED, Made this 13 day of August, 2014 between Carlos L. Post aka Laura E. Post
C.L.P. SEP

and wife, Grantor, and Pacific Intermountain Mortgage Company, the Grantee;

WITNESSETH:

That for and in consideration of the covenants hereinafter contained, the avoidance of the costs and expenses of foreclosure litigation, and other good and valuable consideration, the Grantor does by these presents grant, convey and warrant forever unto the Grantee, and to its successors and assigns, all that real property located in Adams County, Idaho, described as follows, to wit:

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 15: W $\frac{1}{2}$ SE $\frac{1}{4}$

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

AND**SUBJECT TO THE FOLLOWING:**

1. Deed of trust to secure indebtedness as shown below and any other obligations secured thereby:
 - a. Amount: \$250,000.00
Mortgagor: Carlos L. Post and Laura E. Post
Mortgagee: Old West Federal Credit Union
Dated: October 23, 2007
Recorded: October 31, 2007
Instrument No.: 115474

- b. Amount: \$591,000.00
Mortgagor: High Vista Estates, LLC and Carlos L. Post and Laura E. Post
Mortgagee: Pacific Intermountain Mortgage Company
Dated: November 28, 2007
Recorded: November 29, 2007
Instrument No.: 115607
- c. Amount: \$1,330,091.76
Grantor: Carlos L. Post and Laura E. Post, husband and wife
Trustee: AmeriTitle
Dated: May 27, 2011
Recorded: June 20, 2011
Instrument No.: 122020

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantor covenants with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantor and all persons acquiring any interest in the same through or for it will, on demand, execute and deliver to Grantee at Grantee's expense, any further assurances of the same that may be reasonably required; and that Grantor will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above described to the Grantee and does not operate as a rescission or as a mortgage, trust conveyance, or security agreement of any kind.

Grantee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

This deed does not affect a merger of the fee ownership and the liens of the deeds of trust and

mortgages described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Grantee covenants and agrees that it shall not enforce any judgment against Grantor, Carlos L. Post and Laura E. Post, husband and wife, for indebtedness evidenced by any promissory note secured by the above mortgages and deeds of trust to which this grant is subject.

The parties agree that the principal balance owed by Grantor to Grantee is approximately \$600,000.00. The property herein conveyed has a value of approximately \$600,000.00.

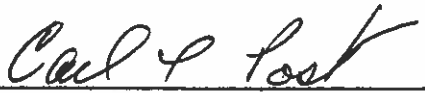
Grantor does hereby waive, surrender, convey, and relinquish any equity of redemption, right to cure, and statutory rights of redemption concerning the property and mortgage(s) and deed(s) of trust described above.

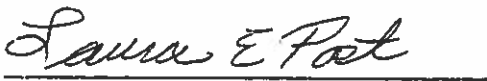
Grantor hereby surrenders and delivers possession of the property to Grantee.

Grantor declares that this conveyance is freely and fairly made, and Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agents, or attorney, or any other person.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand the day and year first above written.


Carlos L. Post


Carl L. Post


Laura Post aka Laura E. Post


Laura E. Post

STATE OF MONTANA

)

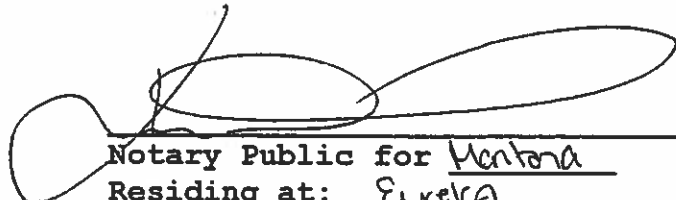
) ss

County of Lincoln

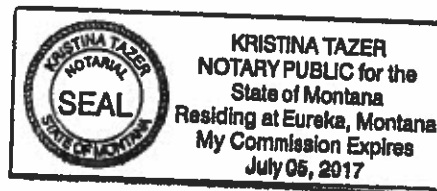
)

On this 18th day of December, 2014, before me, a Notary Public in and for the said State, personally appeared CARLOS L. POST and LAURA POST aka LAURA E. POST known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Notary Public for Montana
Residing at: Eureka
Commission expires: 7/6/17



Accepted As To Form and Content:

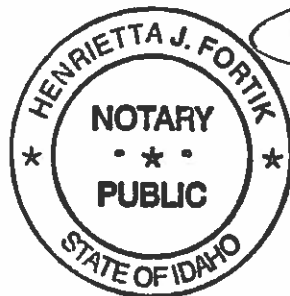
PACIFIC INTERMOUNTAIN MORTGAGE COMPANY

Billy L. Clonts
By: Billy Clonts, Vice President

Idaho
STATE OF ~~MONTANA~~)
County of Washington : ss:)

On this the 13th day of August, 2014, before me a Notary Public, personally appeared CARLOS L. POST and LAURA E. POST, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Henrietta J. Fortik
Notary Public for Idaho
Residing at Kenner, Id
My Commission expires: 08-25-2015

STATE OF OREGON

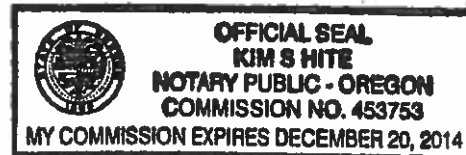
)
: ss.
)

COUNTY OF Baker

On this the 19th day of August, 2014, before me a Notary Public, personally appeared BILLY CLONTS, known or identified to me to be the Vice President of the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Kim S. Hite
Notary Public
Residing at: Baker City, OR
My Commission Expires: 12-20-14





IDWD
Order No. IA0050014

Instrument # 115547

COUNCIL, ADAMS, IDAHO

2007-11-19

08:48:30 No. of Pages: 1

Recorded for: AMERITITLE

SHERRY WARD

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: DEED

COPY

WARRANTY DEED

For Value Received,

Farrell E. Carr and Joan C. Carr, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Carlos L. Post and Laura Post, husband and wife

GRANTEE(s), whose address is: 1267 South Crane Road, Midvale, ID 83645

the following described real property, to-wit:

Township 14 North, Range 1 West, Boise Meridian, Adams County, Idaho,
Section 15: W1/2SE1/4

THIS DEED BEING EXECUTED TO CORRECT SCRIVNER'S ERROR ON INST #115473, RECORDED
OCTOBER 31, 2007.

TO HAVE AND TO HOLD the premises with its 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 the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 16 day of November, 2007.


Farrell E. Carr

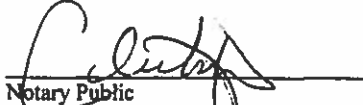

Joan C. Carr

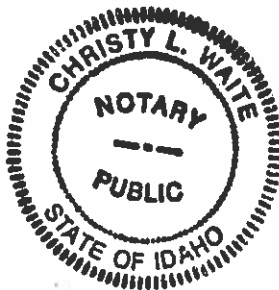
State of Idaho)

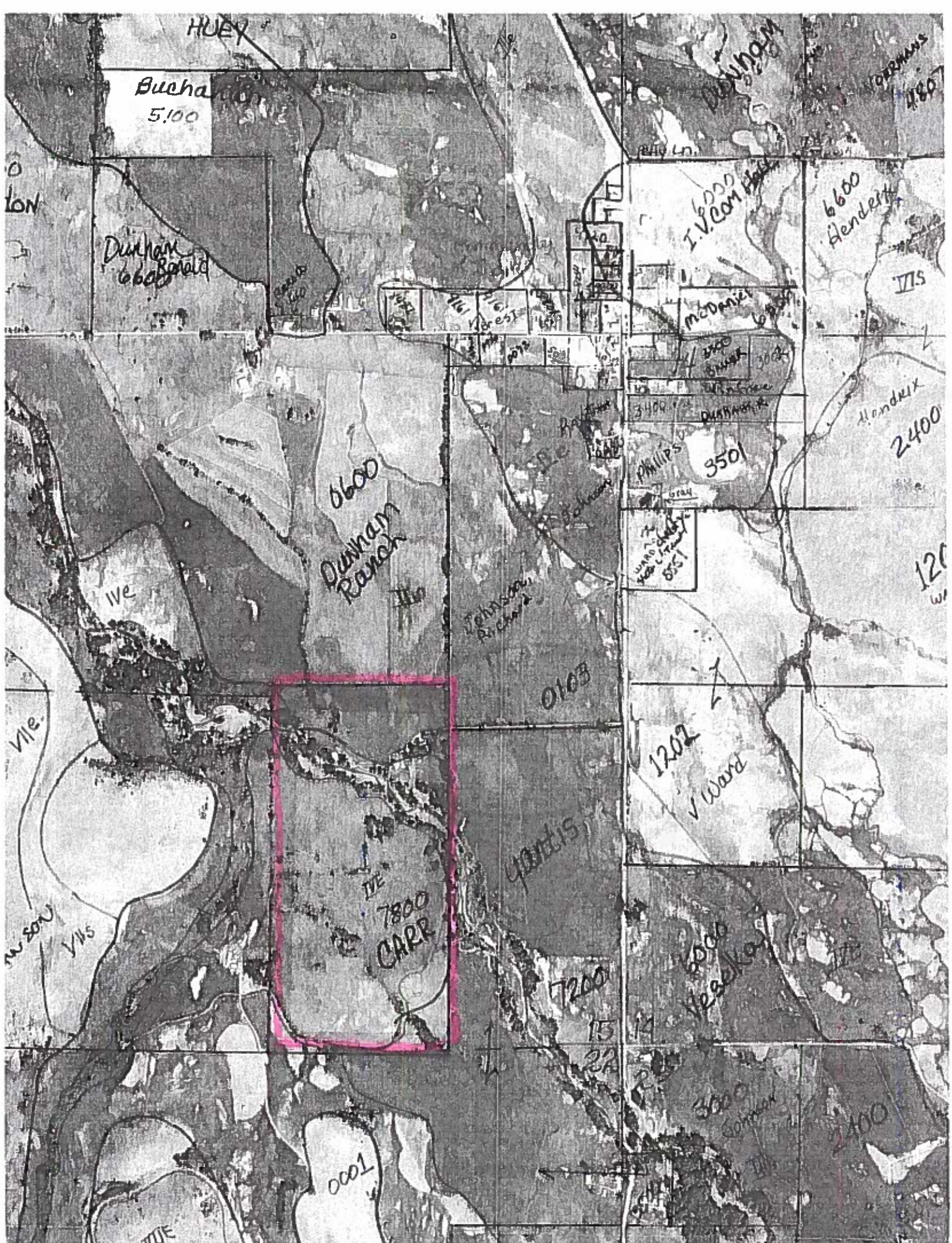
ss

County of Washington)

On this 16th day of November, 2007 before me, a notary public in and for said State, personally appeared Farrell E. Carr and Joan C. Carr known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public
Residing at: Weiser, ID
Commission Expires: 1/4/09







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

January 31, 2017

ARTHUR PHILLIP HINTZ
745 INDIAN VALLEY RD
INDIAN VALLEY ID 83632

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

67-467A, 67-468A, 67-4090 & 67-10148

Dear Applicants,

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,

A handwritten signature in black ink, appearing to read 'Chad Jones'.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures