

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 30 2016

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. 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?
65-10616 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-10617 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-10618 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-10619 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: CHARLES W. HAWKINS ; NEAL E. HAWKINS
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): TERRY W. HAWKINS AND DEBRA H. HAWKINS
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 95 HINES OR 97738
Mailing address City State ZIP
- 541-589-4110 tdhawkins@centurytel.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: OCTOBER 1, 2015
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: Terry W. Hawkins Title, if applicable: _____ Date: 12-26-2016
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 12/30/16 Receipt No. W044858 Receipt Amt. \$150⁰⁰ (bank apps)

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 [Signature] Approved by [Signature] Processed by [Signature] Date 1/13/17

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DEPARTMENT OF WATER RESOURCES

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
65-10876	Yes ☐	Yes ☐		Yes ☐	Yes ☐
65-10877	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: CHARLES W. HAWKINS
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): TERRY W. HAWKINS AND DEBRA H. HAWKINS
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- PO Box 95 HINES OR 97738
Mailing address City State ZIP
- 541-589-4110 tdhawkins@centurytel.net
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8. Signature: Terry W. Hawkins Title, if applicable: _____ Date: 12-26-2016
Signature of new owner/claimant

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

For IDWR Office Use Only:

Received by CS Date 12/30/16 Receipt No. W044858 Receipt Amt. \$150⁰⁰ (both apps)
 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 X Approved by _____ Processed by _____ Date _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

ATFC 272294

(Space Above For Recorder's Use)

WARRANTY DEED

P.O. Box
95

For value received Neal E. Hawkins and Grace E. Hawkins, husband and wife, as to their undivided one-third interest ("Grantor"), conveys, grants, bargains, and sells to Terry W. Hawkins and Debra H. Hawkins, husband and wife, whose address is 228 Cheate Avenue, Hines, OR 97738 ("Grantee"), and their successors and assigns forever, the following described real property situated in Boise County, State of Idaho:

The W ½ of the NW ¼, N ½ of the SW ¼, of Section 25, in Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho AND S ½ of the SW ¼ and the NW ¼ of the SW ¼, Section 24 in Township, 7 North, Range 2 East, Boise Meridian, Boise County, Idaho AND SE ¼ of the SE ¼, and Lot 4, Section 23, Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho.

TWH
DHH

SUBJECT TO taxes and assessments for the year 2015 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this
1 day of October, 2015.

Grace E. Hawkins
Grace E. Hawkins

Neal E. Hawkins
Neal E. Hawkins

STATE OF IDAHO)
County of Mer) ss.

On this day personally appeared before me, Randall E. Hawkins, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Neal E. Hawkins, and acknowledged to me that he subscribed the name of Neal E. Hawkins thereto as principal, and his own name as attorney in fact.



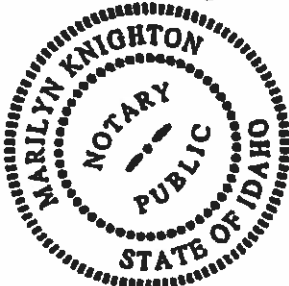
GIVEN under my hand and official seal this 1 day of October, 2015.

Marilyn Knighton
Notary Public in and for the State of IDAHO
Residing at Emmett
My commission expires 4-4-2017

STATE OF IDAHO)
County of Mer) ss.

On this day personally appeared before me, Randall E. Hawkins, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Grace E. Hawkins, and acknowledged to me that he subscribed the name of Grace E. Hawkins thereto as principal, and his own name as attorney in fact.

GIVEN under my hand and official seal this 1 day of October, 2015.



Marilyn Knighton
Notary Public in and for the State of IDAHO
Residing at Emmett
My commission expires 4-4-2017

Instrument # 248687

IDAHO CITY, BOISE COUNTY, IDAHO

10-01-2015 15:30:44 PM No. of Pages: 2

Recorded for: ALLIANCE TITLE - BOISE PRODUCT

MARY T. PRISCO Fee: \$13.00

Ex-Officio Recorder Deputy shirley george

Index to: DEEDS

Electronically Recorded by Simplifile

Recording Requested by and
After Recording Mail to:

JACOB A. SWEETEN
CAPITOL LAW GROUP, PLLC
PO Box 188
Emmett, ID 83617-0188
208-365-4136

**PERSONAL REPRESENTATIVE'S
DEED**

ATEC 272296

THIS DEED, made by Randall E. Hawkins, as personal representative of the estate of CHARLES W. HAWKINS, deceased ("Grantor"), to Terry W. Hawkins and Debra H. Hawkins, husband and wife, whose address is ~~228 Choate Avenue,~~ *P.O. Box 95* Hines, OR 97738 ("Grantee"). *TWH*
DKH

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate Number CV2013-219 in Boise County, Idaho;

THEREFORE, in accordance with the provisions of the Uniform Probate Code as set forth in Title 15 of the Idaho Code, Grantor hereby grants, sells, transfers and conveys to Grantee all of the Grantor's interest in the following described real property in Boise County, State of Idaho:

The W ½ of the NW ¼, N ½ of the SW ¼, of Section 25, in Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho AND S ½ of the SW ¼ and the NW ¼ of the SW ¼, Section 24 in Township, 7 North, Range 2 East, Boise Meridian, Boise County, Idaho AND SE ¼ of the SE ¼, and Lot 4, Section 23, Township 7 North, Range 2 East, Boise Meridian, Boise County, Idaho.

This conveyance shall include any and all appurtenances, estate, right, title, interest, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described.

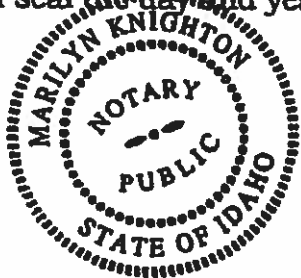
EXECUTED this 1 day of October, 2015.

Randall E. Hawkins
RANDALL E. HAWKINS,
Personal Representative of the
Estate of CHARLES W. HAWKINS,
deceased

STATE OF IDAHO)
County of Gem) ss.

On this 1 day of October, 2015, before me, the undersigned, a Notary Public for said State, personally appeared RANDALL E. HAWKINS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as personal representative of the Estate of Charles W. Hawkins.

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



Marilyn Knighton
Notary Public for said State
Residing at Emmett, Idaho
My Commission Expires 4-4-2017

Instr # 248691
IDAHO COUNTY, BOISE COUNTY, IDAHO
10-01-2015 15:30:44 PM No. of Pages: 23
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
MARY T. PRISCO Fee: \$76.00
Ex-Officio Recorder Deputy shirley george
Index to: MORTGAGE
Electronically Recorded by Simplifile

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

NEAL E. HAWKINS and GRACE E. HAWKINS
120 Canyon Street
Horseshoe Bend, ID 83629

RECEIVED
JAN 13 2017
WATER RESOURCES
WESTERN REGION

ATEC 272296

(Space Above For Recorder's Use)

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

BORROWER: TERRY W. HAWKINS and DEBRA H. HAWKINS
husband and wife

LENDER: NEAL E. HAWKINS and GRACE E. HAWKINS
husband and wife

DATE: October 1, 2015

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage") effective as of October 1, 2015 by TERRY W. HAWKINS and DEBRA H. HAWKINS, husband and wife, whose address is 228 Choate Avenue, Hines, OR 97738, as mortgagor ("Borrower"), and NEAL E. HAWKINS and GRACE E. HAWKINS, husband and wife, *their* successors and assigns, whose address is 120 Canyon Street, Horseshoe Bend, ID 83629, as mortgagee (the "Lender").

RECITALS

A. Borrower is indebted to Lender in the original principal sum of Two Hundred Thirty-Five Thousand and No/100 Dollars (\$235,000.00) with interest thereon, which indebtedness is evidenced by that certain Promissory Note of even date from Borrower to Lender, with final payment due and payable on September 1, 2025 (the Promissory Note and all substitutions, consolidations, modifications, replacements, restatements, increases, renewals, and extensions thereof, in whole or in part, are collectively referred to as the "Note").

B. Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note, has required that Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note as well as for the performance, observance and discharge by Borrower of various covenants, conditions and agreements made by Borrower for the benefit of Lender with respect to such indebtedness and security.

1. Grants of Security.

1.1 Property Granted. In consideration of and in order to secure the repayment, observance, performance and discharge by Borrower of the Secured Obligations (as defined in Section 1.4 below), Borrower grants Lender, subject to the terms and conditions of this Mortgage, all estate, right, title and interest that Borrower now has or may later acquire in and to the following described properties, rights and interests and all replacements of, substitutions for, and additions thereto (all of which are referred to as the "Property"):

1.1.1 Real Property. The real property in Boise County, Idaho, described in *Exhibit A* attached hereto and made a part hereof ("Real Property").

1.1.2 Improvements. All buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Real Property ("Improvements").

1.1.3 Appurtenances. All tenements, hereditaments, strips and gores of land, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of the Borrower in any after-acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to the Real Property; all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under, or above all or any part of the Real Property ("Appurtenances").

1.1.4 Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Real Property or the Improvements heretofore or hereafter entered into whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. "101, et seq. ("Bankruptcy Code"), as the same may be amended from time to time ("Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Real Property and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code ("Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Secured Obligations (defined below).

1.1.5 Condemnation Awards. Any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, and (c) any other injury, damage or casualty to, taking of, or decrease in the value of, the Property, to the extent of all amounts that may be secured by this Mortgage at the date of any such award or payment, including but not limited to

EXHIBIT A

Legal Description of Real Property

The South Half of the Southwest Quarter; and the Southeast Quarter; and the East Half of the Northwest Quarter; and the West Half of the Northeast Quarter; and the Southeast Quarter of the Northeast Quarter of Section 25, Township 7 North, Range 2 East of the Boise Meridian; and Lots 1, 2, & 3, and the East Half of the Northwest Quarter of Section 30, Township 7 North, Range 3 East of the Boise Meridian, Boise County, Idaho.

EXCEPT a tract of land in the Southwest Quarter of Section 25, Township 7 North, Range 2 East, Boise Meridian, described as follows, to-wit:

From the West Quarter Corner of said Section 25, run South 54°04' East 2206 feet to the REAL POINT OF BEGINNING of the land being described; thence
West 660 feet; thence
South 350 feet; thence
East 660 feet; thence
North 350 Feet to said REAL POINT OF BEGINNING.

EXCEPT FURTHER a parcel of land in the South Half of Section 25, Township 7 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northwest Corner of said South Half; thence South 54°04' East a distance of 2206 feet to the REAL POINT OF BEGINNING; thence
Easterly 622.29 feet to a point; thence
Southerly 350 feet to a point; thence
Westerly 622.29 feet to a point; thence
Northerly 350 feet to the REAL POINT OF BEGINNING.



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 13, 2017

TERRY W & DEBRA H HAWKINS
PO BOX 95
HINES OR 97738

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

65-10616, 65-10617, 65-10618, 65-10619, 65-10876 & 65-10877

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,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures

Jones, Chad

From: Terry Hawkins <tdhawkins@centurytel.net>
Sent: Thursday, January 12, 2017 7:25 PM
To: Jones, Chad
Subject: RE: Water Rights Ownership Change
Attachments: Section 30 Water right.pdf

I have attached the first two pages of the "Mortgage, Security Agreement, and Fixture Filing" and Exhibit A, describing the property concerned with these documents. The mortgage has since been paid off. Hopefully this documentation will work for you.

Thank you for your response.

Terry W. Hawkins

From: Jones, Chad [mailto:Chad.Jones@idwr.idaho.gov]
Sent: Thursday, January 12, 2017 7:40 AM
To: tdhawkins@centurytel.net
Subject: Water Rights Ownership Change

Terry/Debra,

In the process of completing the ownership change you submitted to IDWR I noticed that the place of use (POU) for one of the water rights is not conveyed on the deed provided. The POU for 65-10877 is located in Township 7N, Range 3E, Section 30 SE1/4, NW1/4. The deed provided does not include this parcel. I see that this taxlot is in both of your names, but the Department needs the supporting documentation in order to change this water right. Please provide the deed for this parcel and I can change all 6 water rights over to you. A copy can either be emailed to me at this email address or sent to:

IDWR
2735 Airport Way
Boise, ID 83705

If you have any questions, feel free to call me.

Thank You

Chad Jones
Office Specialist II
Idaho Dept. of Water Resources - Western Region
chad.jones@idwr.idaho.gov
(208)334-2190

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7497 / Virus Database: 4728/13754 - Release Date: 01/12/17

Jones, Chad

From: Jones, Chad
Sent: Thursday, January 12, 2017 8:40 AM
To: 'tdhawkins@centurytel.net'
Subject: Water Rights Ownership Change

Terry/Debra,

In the process of completing the ownership change you submitted to IDWR I noticed that the place of use (POU) for one of the water rights is not conveyed on the deed provided. The POU for 65-10877 is located in Township 7N, Range 3E, Section 30 SE1/4, NW1/4. The deed provided does not include this parcel. I see that this taxlot is in both of your names, but the Department needs the supporting documentation in order to change this water right. Please provide the deed for this parcel and I can change all 6 water rights over to you. A copy can either be emailed to me at this email address or sent to:

IDWR
2735 Airport Way
Boise, ID 83705

If you have any questions, feel free to call me.

Thank You

Chad Jones
Office Specialist II
Idaho Dept. of Water Resources - Western Region
chad.jones@idwr.idaho.gov
(208)334-2190