

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED DE
NOV 18 2015
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?
PP 63-31950	Yes ☐	Yes ☒		Yes ☐	Yes ☐
PP 63-31952	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Anthony Miller
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): The Miller Family Living Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

10597 Kuna Mora Rd. Kuna ID 83634
Mailing address City State ZIP

(208) 880-0560
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: changing name to trust only

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.

SUPPORT DATA

IN FILE # 63-31950

8. Signature: Anthony H Miller Grantor 10/11/15
Signature of new owner/claimant Title, if applicable Date

Signature: John L Miller Grantor 11-11-15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by di Date 11-18-15 Receipt No. 0101229 Receipt Amt. \$375⁰⁰

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 Anthony H Miller Approved by _____ Processed by gme Date 11-19-15



108047066

FIRST AMENDED WARRANTY DEED

ANTHONY HEBER MILLER and TERESA LYNN MILLER, as Grantors, do hereby grant, bargain, sell, and convey unto THE MILLER FAMILY LIVING TRUST, ANTHONY HEBER MILLER and TERESA LYNN MILLER as Trustees, under trust agreement dated this 25th day of March, 2008, whose current address is number 10597 W. Kuna-Mora Road in the city of Kuna, Idaho 83634, as Grantee, and to Grantee's assigns forever, all of that property located at number 10597 W. Kuna-Mora Road in the city of Kuna, Idaho 83634 which property is more particularly described as follows:

PARCEL ONE: 10597 W. Kuna-Mora Road, Kuna, Idaho
Lot 63 in Block 1 of Arrowrock Ranch Subdivision No. One as the same is reflected on the Official Plat thereof in the records of Ada County, Idaho.

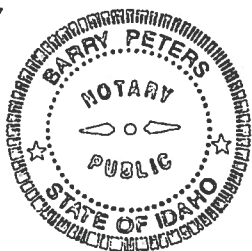
PARCEL TWO: 1921 E. Fairview Avenue, Meridian, Idaho
Lot 2 in Block 1 of The Econo Lube Subdivision as the same is reflected on the Official Plat thereof in the records of Ada County, Idaho.

TO HAVE AND TO HOLD the foregoing premises, with their appurtenances, unto the Grantee and unto said Grantee's assigns forever. The said Grantors hereby covenant to and with the said Grantee that Grantors are the owners in fee simple of said premises; that the premises are free from all encumbrances except for those set forth hereinabove or known to said Grantee; and that Grantors will warrant and defend the quiet and peaceable possession of the premises from all lawful claims whatsoever. This First Amended Warranty Deed corrects the defective legal description of Parcel Two that was found in the original Warranty Deed recorded on April 3, 2008, as Instrument Number 108038351.

Anthony H. Miller
ANTHONY HEBER MILLER, Grantor

Teresa L. Miller
TERESA LYNN MILLER, Grantor

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



WARRANTY DEED – Page No. 2



WARRANTY DEED

ANTHONY HEBER MILLER and TERESA LYNN MILLER, as Grantors, do hereby grant, bargain, sell, and convey unto THE MILLER FAMILY LIVING TRUST, ANTHONY HEBER MILLER and TERESA LYNN MILLER as Trustees, under trust agreement dated the 25th day of March, 2008, whose current address is number 10597 W. Kuna-Mora Road in the city of Kuna, Idaho 83634, as Grantee, and to Grantee's assigns forever, all of that property located at number 10597 W. Kuna-Mora Road in the city of Kuna, Idaho 83634 which property is more particularly described as follows:

A parcel of land located in the southwest 1/4 of the northwest 1/4 of Section 2, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a found ACHD brass cap PLS 5291 (corner record 97087023) marking the northwest corner of said Section 2;

Thence South 00°52'51" East coincident with the west line of said Section 2, a distance of 1351.65 feet to a found 5/8" rebar/cap PLS 8251 marking the northwest corner of the said southwest 1/4 of the northwest 1/4 of Section 2;

Thence South 89°22'46" East coincident with the north line of the said southwest 1/4 of the northwest 1/4 of Section 2, a distance of 318.52 feet to a found 5/8" rebar/cap PLS 10782, and the POINT OF BEGINNING;

Thence continuing South 89°22'46" East coincident with the said north line of the said southwest 1/4 of the northwest 1/4 of Section 2, a distance of 151.64 feet to a found 5/8" rebar/cap PLS 10782

Thence South 00°37'14" West, 287.27 feet to a found 5/8" rebar/cap PLS 10782;

Thence North 89°22'46" West parallel with the said north line of the

southwest 1/4 of the northwest 1/4 of Section 2, a distance of 151.64 feet to a found 5/8" rebar/cap PLS 10782, on the west line thereof;

Thence along said west line of said southwest 1/4 of the northwest 1/4 of Section 2, North 00°37'14" East, 287.27 feet to the POINT OF BEGINNING.

The parcel above described contains 1.00 acre more or less.

Together with and subject to covenants, easements and restrictions of record.

TO HAVE AND TO HOLD the foregoing premises, with their appurtenances, unto the Grantee and unto said Grantee's assigns forever. The said Grantors hereby covenant to and with the said Grantee that Grantors are the owners in fee simple of said premises; that the premises are free from all encumbrances except for those set forth hereinabove or known to said Grantee; and that Grantors will warrant and defend the quiet and peaceable possession of the premises from all lawful claims whatsoever. This First Amended Warranty Deed corrects the defective legal description of Parcel Two that was found in the original Warranty Deed recorded on April 3, 2008, as Instrument Number 108038351.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 23rd day of July, 2008.


ANTHONY HEBER MILLER, Grantor

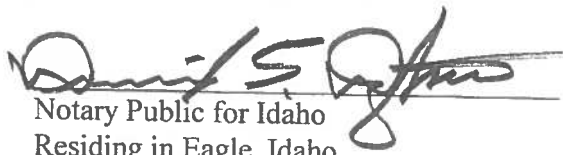

TERESA LYNN MILLER, Grantor

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of July, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY HEBER MILLER and TERESA LYNN MILLER, known to me to be the persons whose names are subscribed to the foregoing 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.




Notary Public for Idaho
Residing in Eagle, Idaho
My Commission Expires: March 17, 2014