



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 1, 2015

Craig & Ellen Clark Trust
PO Box 65
New Castle UT 84756

The "Notice of Change in Water Right Ownership" for 34-12412 & 34-13673 has been returned for the following reason(s):

**** As per our phone conversation on Friday May 29, 2015 we are returning your application unprocessed. According to our discussion you indicated the property is getting ready to be sold and the new owner will be purchasing the entire place of use of the water rights, where your application would require a split. Because we are returning your application unprocessed you are entitled to a \$200.00 refund. The department has initiated the refund and it should arrive from the state office in a couple of weeks.

If at any time you change your mind you can resubmit your application.

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 within 120 days of the change. Failure to do so could result in a \$100 late filing fee. 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.

If you have any questions please contact Jonie Barg at (208)525-7161.

Respectfully submitted,

Jonie Barg
Technical Records Specialist

cc: Allan Banta

Barg, Jonie

From: Barg, Jonie
Sent: Monday, June 01, 2015 8:37 AM
To: Carlos, Rhea
Subject: Refund Request
Attachments: E041073

Rhea,

Good morning!!

I have a refund request as follows:

Receipt number: E041073
Amount: \$200.00
Payable to: Craig Clark
PO Box 65
New Castle UT 84756

Reason: Total filing fee received \$200.00 for ownership change for 2 water right. The department cannot complete the ownership change, therefore a full refund is required.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov

Water District #34

P.O. Box 53

Mackay, Idaho 83251

PHONE: 208-588-3137 FAX: 208-588-3130

EMAIL: waterdist34@atcnet.net

4-30-2015

RECEIVED

MAY 26 2015

Department of Water Resources
Eastern Region

Craig & Ellen Clark

RE: CHANGE OF OWNERSHIP FOR RIGHTS #

34-12412

Dear Water User:

It has come to our attention that the above listed water right(s) may belong to you and has not been transferred in to your name.

Enclosed is a Change in Ownership form. After completing, signing, and dating this form, please send this form as well as the proper fees, and a "copy" of your Warranty Deed and legal description of the property you have purchased to the STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES (see addresses on instructions).

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 within 120 days. Failure to report these changes could result in a \$100.00 late filing fee. Further information can be located at the IDWR's website at: www.idwr.idaho.gov.

If these records are not correct or incomplete, contact Water District #34 immediately.

Sincerely,

ALLAN "BUZZ" BANTA


Cindy Smyer,

Sec. Treasurer

Enc.

AGRICULTURAL BUSINESS SERVICES

Email: rbbanta@frontier.com

28130 Watkins Glen Ct.
Wilder, Idaho 83676

Mobile: 208-861-7168

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 26 2015

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern 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?
34-12412	Yes ☒	Yes ☐		Yes ☐	Yes ☐
13	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Larry Barnes

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Craig and Ellen Clark Trust

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☐ and/orBx 65

Mailing address

New Castle

City

Ut.

State

84756

ZIP

435-439-5404

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.

X 8. Signature: Craig & Ellen Clark, trustee Title, if applicable: _____ Date: 5-20-15

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by: JBDate: 5/26/15Receipt No. E041073

\$100. -

Receipt Amt. \$200. -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 _____



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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?
34-13673	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Larry Barnes

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Craig and Ellen Clark Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

Mailing address

Bx 65
435-439-5404

Telephone

New Castle

City

Ut. 84754

State

ZIP

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 described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: Craig Clark

Signature of new owner/claimant

Trustee

Title, if applicable

5-20-15

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use only: Refund Request sent 6/1 \$100.- for this app.

Received by JS Date 5/20/2015 Receipt No. E041073 Receipt Amt. \$200.-

Approved by _____ Processed by _____ Date _____

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED LARRY P. BARNES and
SHANNON K. BARNES, Husband and Wife, the Grantor,
 does hereby grant, bargain, sell and convey unto CRAIG A. CLARK and
ELLEN B. CLARK, Husband and Wife, the Grantee,
 whose current address is P.O. Box 65, New Castle, UT 84756,
 the following described real estate situated in BUTTE County,
 State of Idaho, to-wit:

TOWNSHIP 5 NORTH, RANGE 26 EAST of the Boise Meridian, Butte County, Idaho.

Section 3: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 4: SE $\frac{1}{4}$ SE $\frac{1}{4}$

TOGETHER WITH a Thirty-Foot wide access easement for egress and ingress along the East boundary line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 5 North, Range 26 East of the Boise Meridian, and an existing access road on public land located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 3, Township 5 North, Range 26 East of the Boise Meridian, as described in Right of Way Easement dated August 24, 2001, recorded October 19, 2001, under Instrument No. 37506, records of Butte County, Idaho.

SUBJECT TO: all easements, rights of way, covenants, restrictions, patent reservations, applicable building and zoning ordinances and use regulations and restrictions and accruing taxes, of record.

TO HAVE AND TO HOLD the said premises, together with all tenements, hereditaments and appurtenances thereunto belonging, unto the said Grantee, his successors and assigns forever. Grantor does hereby covenant to and with the said Grantee that IT is the owner in fee simple of said premises and that IT will warrant and defend the same from all lawful claims whatsoever.

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED: 2-5-04

Larry P. Barnes

Shannon K. Barnes

STATE OF IDAHO, County of BUTTE

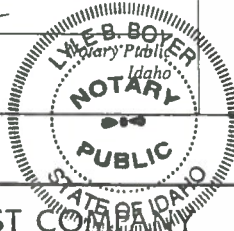
On this 5th day of February, 2004
 before me, Lyle B. Boyer, a
 Notary Public in and for the said State personally
 appeared

Larry P. Barnes and
 Shannon K. Barnes

Known to me to be the person(s) whose name(s) are
 subscribed to the within instrument, and acknowl-
 edges to me that they executed the same.

Lyle B. Boyer

Residing at Arco,
 Comm. Expires: 6-5-2009



THIS SPACE FOR COUNTY RECORD'S USE ONLY.

NO. 0040286
 RECORDED

FEB 05 2004

AM 4:30 PM
 BUTTE COUNTY RECORDER
Jim Garrett

IDAHO TITLE & TRUST COMPANY
 Escrows • Title Insurance

NO. 0050712
RECORDED

MAY 20 2013

When Recorded Return to:
Craig Clark
PO Box 65
Newcastle, UT 84756

11:00 A.M.
BUTTE COUNTY RECORDER
[Signature]

WARRANTY DEED

Craig A. Clark and Ellen B. Clark, husband and wife, Grantor, of New Castle, County of Iron, State of Utah, hereby CONVEY and WARRANT to Craig A. Clark and Ellen B. Clark, and their successors, as trustees of the Craig and Ellen Clark Trust, uad May 15, 2013, Grantee, of New Castle, County of Iron, State of Utah, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tract of land located in Butte County, State of IDAHO:

Township 5 North, Range 26 East of the Boise Meridian, Butte County, Idaho

Section 3: SW1/4 SW1/4

Section 4: SE1/4 SE1/4

TOGETHER WITH a thirty-foot wide access easement for egress and ingress along the east boundary line of the NW1/4SW1/4 of Section 3, Township 5 North, Range 26 East of the Boise Meridian, and an existing access road on public land located in the NE1/4SW1/4 of said Section 3, Township 5 North, Range 26 East of the Boise Meridian, as described in Right of Way Easement dated August 24, 2001, recorded October 19, 2001, under Instrument No. 37506, records of Butte County, Idaho.

WITNESS the hand of said Grantor, this 15th day of May 2013.

BY:

[Signature of Craig A. Clark]
Craig A. Clark

BY:

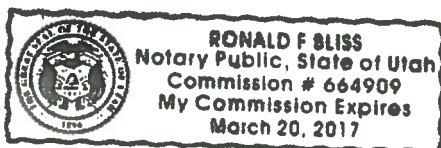
[Signature of Ellen B. Clark]
Ellen B. Clark

STATE OF UTAH)

)ss.

COUNTY OF WASHINGTON)

On the 15th day of May, 2013, Craig A. Clark and Ellen B. Clark personally appeared before me, acknowledging appropriate authority to execute, and duly executed the foregoing instrument.



[Signature of Ronald F. Bliss]
NOTARY PUBLIC

THE CRAIG AND ELLEN CLARK TRUST

THIS TRUST AGREEMENT, dated May 15, 2013, is by and between CRAIG A. CLARK and ELLEN B. CLARK, of Iron County, Utah, as grantors (hereinafter referred to as "grantors"); and CRAIG A. CLARK and ELLEN B. CLARK, of Iron County, Utah, as trustees (hereinafter referred to collectively as the "trustee").

CREATION OF TRUST

By execution of this trust agreement, the grantors transfer to the trustee the property described in Schedule A, and the trustee accepts such property as the initial trust estate. The trustee shall hold and dispose of the trust estate upon the terms set forth in this agreement. During grantors' joint lifetimes the trust hereby created shall be known as the The Craig and Ellen Clark Trust. All property transferred to this trust shall retain its character as community property or as the separate property of the grantor transferring such property to this trust. The trustee shall maintain records with respect to the community property and the separate property of each grantor.

PART ONE

ADMINISTRATION AND DISPOSITION OF TRUST ESTATE DURING JOINT LIFETIMES OF GRANTORS

ARTICLE 1-1: POWERS RESERVED BY GRANTORS

1-1.1 Enumeration of Powers. Grantors reserve the following powers: (1) to withdraw property from the trust in any amount at any time; (2) to add additional property to the trust by will or otherwise; (3) to change the number and the identity of the trustees acting as such hereunder; (4) to change the beneficiaries, their respective shares and the plan of distribution of the trust assets; (5) to alter or amend this agreement in any respect, provided that the duties or responsibilities of the trustee shall not be enlarged without its consent; (6) to revoke this trust in whole or in part; and (7) from time to time to require the trustees to pledge, mortgage or otherwise encumber all or any part of the trust estate as security for any indebtedness incurred by grantors. The foregoing powers, insofar as they relate to the separate property of either grantor, may be exercised by such grantor without any act or concurrence of the other grantor. The foregoing powers, insofar as they relate to the community property of the grantors, may be exercised by the joint act of the grantors or by either grantor, in the manner provided under the laws of the State of Utah. To be effective, the exercise of such powers shall be by written

instrument signed by grantor or grantors, as the case may be, and delivered to the trustee prior to the death of the grantor exercising such powers.

1-1.2 Scope of Powers. The powers reserved by grantors under this Article 1-1 are exercisable in the absolute discretion of either or both of the grantors, as the case may be, and except as provided in Article 1-4, neither the trustee nor any beneficiary hereunder shall have any right or power to enforce or object to the exercise of such powers.

ARTICLE 1-2: DISPOSITION OF INCOME AND PRINCIPAL DURING JOINT LIFETIMES OF GRANTORS

1-2.1 Direction from Grantors. During the joint lifetimes of the grantors, the trustee shall hold, manage, invest and reinvest the trust estate, collect the income therefrom, and pay to grantor or grantors, as the case may be, or as they may direct, all, none, or such part of the net income and principal as grantor or grantors may specify from time to time by a written instrument signed by such grantor or grantors and delivered to the trustee prior to the death of either grantor.

1-2.2 Absence of Direction. In the absence of effective written direction from grantors, the trustee shall, during the joint lifetimes of the grantors, pay grantors or apply to their benefit all, none, or such part of the net income and principal as the trustee shall from time to time determine to be advisable for their medical care, maintenance, support and reasonable comfort in their accustomed manner of living.

1-2.3 Accumulation of Income. Any net income not paid under the foregoing provisions shall be accumulated. Accumulated income may be added to principal at such times as the trustee shall determine, or may be held by the trustee as undistributed income, or added in part to principal and held in part as undistributed income.

1-2.4 Co-Trustees May Act Alone. During the lifetimes of both of the grantors, the trustee of any trust established hereby may exercise all powers of the trustee of such trust acting alone, without any act or concurrence by any other trustee of such trust.

ARTICLE 1-3: POWERS AND DUTIES OF TRUSTEE WITH RESPECT TO CERTAIN ASSETS

1-3.1 Tangible Personal Property. Notwithstanding any other provisions hereof or of any instrument of transfer now or hereafter delivered to the trustee, the trustee shall have no responsibility for any tangible personal property transferred to it upon this trust for so long as either grantor shall retain the use and possession thereof. The trustee shall be responsible only for such property as may be physically delivered to it. Either or both of the grantors may by

liability it might otherwise incur by reason of making distribution without the aid of judicial settlement or decree.

4-5.5 Order of Deaths.

(a) Death of Surviving Grantor. If a surviving grantor shall die within six months after a decedent grantor's death, the surviving the decedent grantor shall be conclusively deemed to have predeceased the decedent grantor for all purposes of this agreement and amendments to this agreement.

(b) Deaths of Decedent Grantor and Other Persons. Except as otherwise provided in Article 4-5.5(a), if any person dies within thirty days after a decedent grantor's death or under such circumstances that there is not, in the judgment of the trustee, whose decision shall be conclusive, sufficient evidence to determine whether such person has died within thirty days after the decedent grantor's death, the decedent grantor shall be deemed to have survived such person.

4-5.6 Court Decrees. All decrees of adoption of persons under the age of eighteen when such decrees are rendered, and all decrees of divorce at any time rendered by courts of record, shall be considered valid for all purposes of this agreement.

4-5.7 Child in Gestation. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation.

4-5.8 Trustee. Unless a contrary meaning or reference shall be expressly indicated or clearly implied from the context, the word "trustee" and the pronoun "it" in reference to trustee always refer interchangeably to the male or female individual or individuals or to the institution or any combination of them then acting as trustees of any trust established hereunder.

4-5.9 Internal Revenue Code. All references in this agreement, or in amendments to this agreement, to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax law.

4-5.10 Governing Law. The laws of Utah shall govern all questions as to the validity and construction of this agreement and of all trusts created by this agreement.

4-5.11 Other Principles of Construction. Words in any gender shall be deemed to include the other gender; the singular shall be deemed to include the plural and vice versa; the word "give" shall also mean devise and bequeath but shall not mean appoint; the words "pay" and "distribute" shall also mean assign, convey and deliver; and the headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this agreement.

IN WITNESS WHEREOF, grantors have hereunto affixed their hands and seals, and the trustee has executed this agreement, all as of the day and year first above written.

Craig A. Clark
Craig A. Clark, Grantor

Ellen B. Clark
Ellen B. Clark, Grantor

Craig A. Clark
Craig A. Clark, Trustee

Ellen B. Clark
Ellen B. Clark, Trustee

STATE OF UTAH)
) : ss.
COUNTY OF ~~IRON~~ Washington)

The foregoing trust instrument was acknowledged before me this 15th day of May 2013, by
Craig A. Clark.

Witness my hand and official seal.

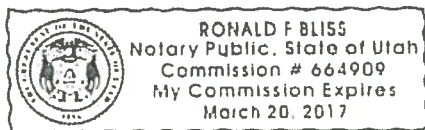


Ronald F. Bliss
NOTARY PUBLIC

STATE OF UTAH)
) : ss.
COUNTY OF ~~IRON~~ Washington)

The foregoing trust instrument was acknowledged before me this 15th day of May, 2013,
by Ellen B. Clark.

Witness my hand and official seal.



Ronald F. Bliss
NOTARY PUBLIC