

DEC 02 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE 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?
47-11937	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

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

3. New Owner(s)/Claimant(s): Zachary Lee Todd
Name of each new owner as listed on the conveyance document

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

Mailing address

22333 Kimberly Road, Kimberly

id

83341

City

State

ZIP

Telephone

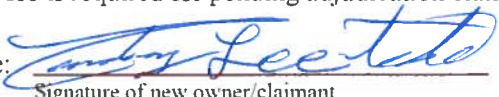
Email

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: 11-27-2013

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.

7. Signature:  Title, if applicable: _____ Date: 11-27-13

Signature: _____ Title, if applicable: _____ Date: _____

For IDWR Office Use Only:

Received by: DM Date: 12-2-2013 Receipt No.: SD33674 Receipt Amt.: \$25-

Approved by: _____ Processed by: _____ Date: _____

TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - TWIN
04:22:18 PM 11-27-2013
2013024418
NO. PAGES 2 FEE: \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

WARRANTY DEED

#4623

For Value Received

Shirley M. Miller

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Zachary Lee Todd, a single man

Address: 22333 Kimberly Road, Kimberly, ID 83341

Hereinafter called the Grantee, the following described premises situated in Twin Falls County, Idaho, to-wit:

**TOWNSHIP 10 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO**

SECTION 20: A tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ being more particularly described as follows:

BEGINNING at a point in the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ which is North 89° 27' West, 1321 feet and South 0° 09' West, 50 feet from the Northeast corner of Section 20;

Thence South 0° 09' West, 270 feet;

Thence South 89° 27' East, 200 feet;

Thence North 0° 09' East, 270 feet;

Thence North 89° 46' West, 200 feet along the South boundary of U S Highway No. 30 right of way to the POINT OF BEGINNING.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2013 are an lien, the first one-half of which is not delinquent until after December 20 of the current year.

Levies and assessments of American Falls Reservoir District.

Levies and assessments of Twin Falls Canal Company.

Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.

Easement and right-of-way for a ditch granted to Twin Falls Canal Company, a corporation, recorded November 17, 1920 as Instrument No. 124950.

Easement granted to State of Idaho, recorded June 15, 1962 as Instrument No. 514744.

Covenants, conditions, restrictions and easements contained in deed to the State of Idaho recorded June 15, 1962 as Instrument No. 514745.

Exchange Deed (Access) Agreement upon the terms, conditions and provisions contained therein:

Parties: State of Idaho, Acting by and through it's Idaho Board of Highway Directors and Clifford E. Miller and Shirley Miller, husband and wife.

Recorded: April 28, 1966

Instrument No. 563721

Easement granted to Idaho Power Company, a corporation, recorded August 5, 1966 as Instrument No. 567225.

Community Property Agreement between husband and wife upon the terms, conditions and provisions contained therein:

Parties: Clifford Eugene Miller, husband and Shirley Miller, wife

Recorded: January 21, 1972

Instrument No. 629192

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 1.50 shares of Twin Falls Canal Company water.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 27, 2013

Shirley M. Miller

Shirley M. Miller

By Jeffrey E. Miller
Jeffrey E. Miller, Attorney-In-Fact

STATE OF IDAHO)

) ss.

COUNTY OF TWIN FALLS)

On this 27th day of November, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jeffrey E. Miller**, known or identified to me to be the person whose name is subscribed to the within instrument, as the Attorney-In-Fact of **Shirley M. Miller** and acknowledged to me that he subscribed the name of **Shirley M. Miller**, thereto as principal, and his own name as Attorney-In-Fact.

JULIA G. COFFMAN
NOTARY PUBLIC
STATE OF IDAHO

Julia G. Coffman
Notary Public

Residing at: Rupert, ID

My Commission expires: 6-20-2014

TWIN FALLS COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW - TWIN
04:22:14 PM 11-27-2013
2013024417
NO. PAGES 2 FEE: \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: DJW
Electronically Recorded by Simplifile

GENERAL DURABLE POWER OF ATTORNEY

FOR

SHIRLEY M. MILLER

KNOW ALL MEN BY THESE PRESENTS: That SHIRLEY M. MILLER, of Twin Falls, Twin Falls County, Idaho, has made, constituted and appointed, and by these presents does make, constitute, and appoint JEFFREY E. MILLER and/or ANGEL K. SCHULTZE, as her true and lawful attorney for and in her name, place and stead, and for her use and benefit, to ask, demand, sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, savings accounts, legacies, bequests, interest, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing, payable, or belonging to her and to have, use and take all lawful ways and means in name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and to make acquittance, or other sufficient discharges of the same, for her and in her name, to make, seal, and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditament, and accept the seisin and possession of all lands, and all deeds and other assurances in the law therefore, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, and hereditament upon such terms and conditions, and under such covenants as she shall think fit, also to bargain and agree for, buy sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, merchandise, chooses in action, and other property in possession or in action, and to make, do and transact all and every kind of business in any nature and kind, and also for her and in her name and as her act and deed to sign, seal, execute, deliver, and acknowledge such deeds, leases, and assignment of leases, covenants, indentures, agreements, mortgages, hypothecation, bottomries, charter-parties, bills of lading, bills, bonds, notes, checks, receipts, evidences of debt, releases, and satisfaction of mortgages, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises, and to handle/transact any and all bank accounts and banking transactions.

Giving and granting unto said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as she might or could do if personally present (with full power of substitution or revocation), hereby ratifying and confirming all that her said attorney shall lawfully do or cause to be done by virtue of these presents.

This power of attorney shall not be affected by the subsequent disability or incapacity of the principal. This power of attorney shall be perpetual unless earlier revoked or terminated in writing pursuant to the law.

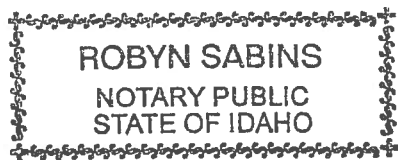
IN WITNESS WHEREOF, I have hereunto set my hand and seal the 4th day of October 2010.

Shirley M. Miller
SHIRLEY M. MILLER

STATE OF IDAHO)
)ss.
County of Twin Falls

On this 4 day of October, 2010, SHIRLEY M. MILLER came before me, a Notary Public in and for the said State, so subscribed to the within instrument and acknowledged to me that she executed the same.

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



Robyn Sabins
Notary in and for the State of Idaho
Residing at Twin Falls, Idaho
My Commission expires on: 5/1/2015