

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
67-4544					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Donald J. Hass
4. New Owner/Claimant(s) Dolores A. Hass
Marvin E. Williams/Nancy J. Williams
 Name Connector (Check one): ☐ and, ☒ or, ☐ and/or
- New Mailing Address 41 Hillside
- City, State and ZIP Code Weiser, Id 83672
- New Telephone Number 208-549-3099
5. Date you acquired the property 2-27-06

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Main E. Weber

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

0011707



Instrument # 200369

WEISER, WASHINGTON, IDAHO

2006-02-27 03:06:00 No. of Pages: 1

Recorded for : AMERITITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: MORTGAGE

Lisa McKnight
 Fee 3.00

DEED OF TRUST

THIS DEED OF TRUST, Made this 27 day of February, 20 06, between **Marvin E. Williams and Nancy J. Williams, husband and wife**, herein called GRANTOR; whose address is **41 Hillside Ave, Weiser, ID 83672**; AMERITITLE herein called TRUSTEE, and **Donald J. Hass and Dolores A Hass**, herein called BENEFICIARY.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of **Washington**, State of Idaho, described as follows and containing not more than forty acres:

All that certain lot, piece or parcel of land situated in Washington County, Idaho and shown as

IN TOWNSHIP 11 NORTH, RANGE 5 WEST, BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 23: NW1/4NW1/4 and W1/2SW1/4NE1/4NW1/4;

AND ALSO all that part of the E1/2SW1/4NE1/4NW1/4 lying westerly of an existing lane commonly known as Gentry Lane, as said lane now exists across said E1/2SW1/4NE1/4NW1/4.

SUBJECT TO an easement for right-of-way.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ****ONE HUNDRED THOUSAND AND NO/100ths** Dollars, with interest thereon**, final payment due **03/01/2007**, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. PROVIDED, HOWEVER, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and further provided that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials