

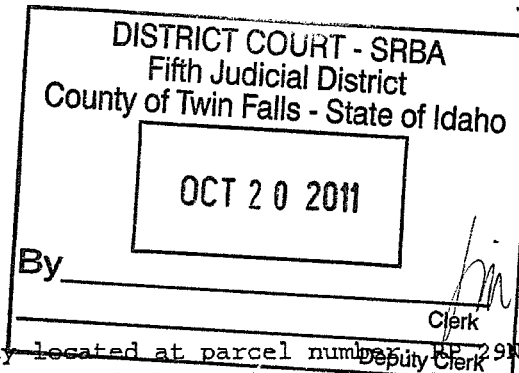
Edward Jones
1721 W Kennewick Ave
Suite 2c
Kennewick, WA 99336
(509) 582-3611

Michael W. Wallace
Financial Advisor

Edward Jones

82-10116
October 20, 2011

Idaho Water Adjudications
253 3rd Avenue North
Twin Falls, ID 83303



We recently purchased property located at parcel number ~~RP 29N08E263460 A~~ from Mable Rutt. We submitted a "Notice of Change in Water Right Ownership" and were informed that when the previous owner Fred Rutt filed for water right ownership on July 5, 1988 it was recorded incorrectly. Please correct this so that we may have water right ownership put into our name. Please see the accompanying paperwork.

Thank you,

Michael W. Wallace
2411 W. 41st Ave
Kennewick, WA 99337
509-586-1819 (home), 509-378-9594 (cell), 509-582-3611 (work)
mike.wallace76@gmail.com

SCANNED

OCT 21 2011

Mike

This is an email I received this morning from the person in Idaho who deals with water issues with the government.

Tom

From: Saxton, Craig [mailto:Craig.Saxton@idwr.idaho.gov]
Sent: Thursday, September 29, 2011 7:27 AM
To: Tom Heye
Subject: Error in Partial Decree 82-10116

Mr. Heye,

I received your voice mail and thought I would drop you an e-mail, initially, instead of calling as I wanted to send you some information. The reason Emalee returned the change of ownership is because since the water right is applicable to the property, in order to change the name on the water right to Wallace, the documentation submitted needs to show that the Wallace's own the place of use described on the water right.

The deed submitted says that the parcel falls in Township 29 North, Range 08 East, Section 26, **Government lot 4 (NW¼NW¼)** and identifies the Tax Parcel No. as RP29N08E263460A.

The partial decree shows the place of use as being in Township 29 North, Range 08 East, Section 26, **NE¼NW¼** and identifies the Tax Parcel No. as RP29N08E263460A.

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The fact that the Tax Parcel numbers match is great in supporting that there is an error in the legal description, but because Tax Parcel numbers change, it is used only as a reference and quarter quarter (QQ) and government lots are considered the actual place of use designation.

What needs to happen is your client needs to petition the SRBA court to set aside the partial decree (PD). For most people, this is done by sending the court a letter explaining the situation and asking for them to set aside the PD (<http://www.srba.state.id.us/INDEX.HTML>).

The court generally will set a hearing date to determine if there is evidence to set aside the PD for re-evaluation. IDWR will be notified of the hearing and there will be a representative from IDWR in attendance.

I have attached a reference map to try to visually explain what I stated above. I have also attached a copy of a survey plat map for section 26 so you can see how the government lots fall.

Please feel free to contact me if you have any questions.

Respectfully,

Craig L. Saxton
craig.saxton@idwr.idaho.gov
(208) 287-4916

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OCT 21 2011

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?
82-10116	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

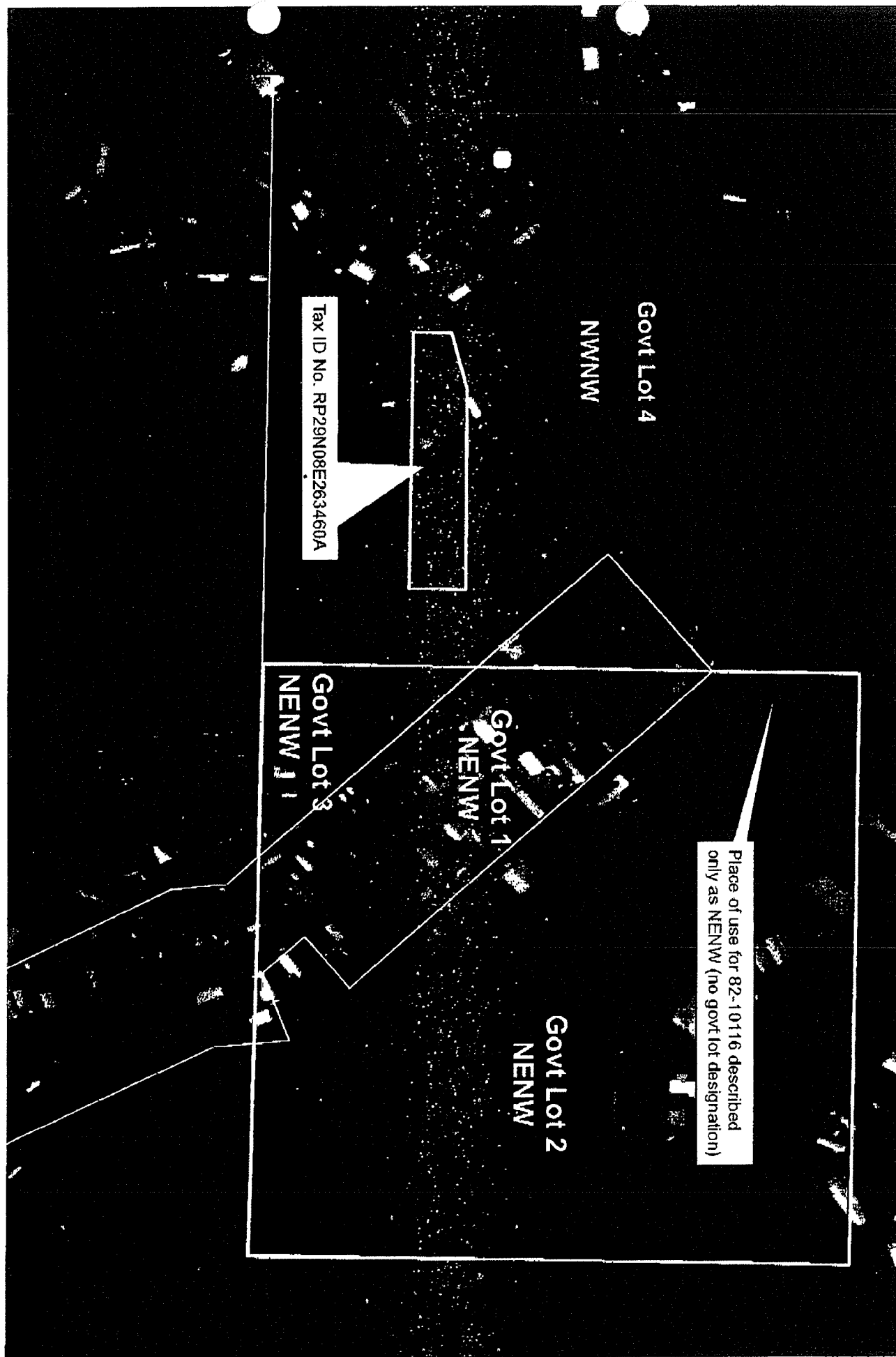
2. Previous Owner's Name: Frederick Rutt, Jr. and Mable M. Rutt
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael W. Wallace and Gina M. Wallace
Name of each new owner as listed on the conveyance document
- New owner continued _____ Name connector ☐ and ☐ or ☐ and/or _____
2411 W. 41st Ave.
Mailing address
Kennewick WA 99337
City State ZIP
509-586-1819 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: September 14, 2011
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: Michael W. Wallace owner 9/14/2011
Signature of new owner/claimant Title, if applicable Date
- Signature: Gina M. Wallace Owner 09/14/2011
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____
Approved by _____ Processed by _____ Date _____



IED

OCT 21 2011

WHEN RECORDED RETURN TO:

Walker Heye & Meehan, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

COPY

DEED OF TRUST

THIS DEED OF TRUST, made this 14th day of September, 2011, between GRANTOR, whose address is MICHAEL W. WALLACE and GINA M. WALLACE, husband and wife, INLAND TITLE COMPANY, TRUSTEE, whose address is 524 West Main Street, Grangeville, ID 83530 and MABLE M. RUTT, BENEFICIARY, whose address is 164 Bradley Blvd., Richland, WA 99352.

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Idaho County, Idaho:

See attached Schedule A.

Tax Parcel No. RP 29N08E263460 A

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of fifty-nine thousand dollars with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to

DEED OF TRUST - 1

SCANNED
OCT 21 2011

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of the Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Idaho, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Idaho is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. If Grantor, without written consent of Beneficiary, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Grantor's interest in the property or this Deed of Trust, Beneficiary may at any time thereafter either raise the interest rate on

**SCHEDULE A CONTINUED
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Township 29 North, Range 8 East, Boise Meridian, Idaho County, Idaho,
Section 26: A tract of land located in Government Lot 4, described as follows:
BEGINNING at a stone set at the Northeast corner of Lot 16, Block 44 of Hye Addition (Vacated) to the Town of
Elk City, being 788 feet South and 592 feet East of the Northwest corner of said Section 26;
Thence East 562 feet along the South line of Idaho Street to a stone set on the West line of Homestake Placer;
Thence South 225 feet along said West line of Homestake Placer;
Thence West 562 feet to a point;
Thence North 225 feet to the PLACE OF BEGINNING.

LESS

A tract of land described as follows:
BEGINNING at a point 788 feet South and 592 feet East of the Northwest corner of Section 26, said Township
and Range;
Thence East 478 feet to a half inch pipe, 2 feet long driven in the ground as Corner No. 2;
Thence South 73° 27' West, 495.64 feet to Corner No. 3, a half inch pipe, 2 feet long driven in the ground;
Thence North 142 feet to the PLACE OF BEGINNING.

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