

RECEIVED

OCT 15 1993

Department of Water Resources
Adjudication Bureau

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re the General Adjudication of Rights
to the Use of Water From the Snake River
Basin Water System.

The State of Idaho, ex rel. R. Keith
Higginson in his official capacity as
Director of the Idaho Department
of Water Resources,

Petitioner,

vs.

The United States; the State of Idaho; and
all Claimants to the Use of Water From
the Snake River Basin Water System,

Respondents

Case No. 39576

STANDARD FORM 3

STANDARD FORM FOR NOTICE
OF CHANGE IN ADDRESS

OR

CONSENT TO SUBSTITUTION OF
PARTY

36-14529 -0001/
93-10-0038

INSTRUCTIONS FOR USE

This form must be used to provide notice of change in address or to substitute a party whose water right recommendation is in a director's report which has been filed with the court. The filing of Standard Form 3 cannot result in a contested matter. A hearing will not be scheduled.

This form has been adopted by the court in *SRBA Administrative Order 1* (amended June 21, 1993), Section 4A, which may be consulted for further information.

Form 42-1409(7)



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

DATE OF CLOSING: 5-24-91

LEGAL DESCRIPTION OF PROPERTY: Township 8 South Range 16 East of Boise meridian
 Section 27, NW 1/4 of SW 1/4 of _____, 1/4, Govt. Lot _____, BM. _____
 Lot _____, Block, _____, Subdivision/Townsite _____
 If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: TWO (2) Shares 36-14529
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): DOUGLAS A and Vicki C. Kenney
238 W. 300 South
Jerome ID 83338
- ☐ New Owner/Claimant (Purchaser): VERNON G and Yvonne M. DUTT
- ☐ New Mailing Address: 1616 MORADA PL.
ALTA DENA CA 91001
- ☐ New Telephone Number: (818) 797-0339
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: COPY "Warranty Deed"
COPY "DEED OF TRUST"
- (proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- ☐ Signature of New Owner/Claimant(s): Vernon G Dutt Date 10-6-93
Yvonne M. Dutt Date 10-6-93
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
 _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
 Initial Review and Data-Entry
 Date: _____ By: _____
 Further Action Needed:
 Further Action Taken
 Date: _____ By: _____
 Final Review and Data-Entry
 Date: _____ By: _____
 Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
 Copies to Former Owner and New Owner

Standard Form 3 shall not operate to excuse compliance with the statutory requirements of I.C. § 42-1409(7) where a water right recommendation is not before the court.

As used in this form, the term "prior claimant/seller" means any person who, pursuant to I.C. § 42-1409(2), (3) and (6), filed a notice of claim asserting the right to the use of water or on whose behalf the right to the use of water was asserted. "New claimant/purchaser" means any successor in interest of a "prior claimant/seller," whether the interest is acquired by purchase, gift, inheritance or other means.

A *Consent to Substitution of Party (Substitution)* must be signed by the prior claimant/seller and the new claimant/purchaser. The *Substitution* shall be filed by the new claimant/purchaser.

Check either the *Change in Address* or *Consent to Substitution of Party* box and fill in the requested information. A party may copy or reproduce the standard form. The text of the form must be on the front and back of each page, exactly as it appears here.

Follow the instructions on the form or the court will not accept it for filing. The Verification and the Certificate of Mailing must be completed.

The standard form may be obtained from the Idaho Department of Water Resources and the court. You must provide a copy of this form to each party, or to their legal counsel, in any subcase in which you are a party.

☒ CHANGE IN ADDRESS

My name is Yvonne M. and Vernon G. Dutt

I am the claimant of 2 Shares (numbers not listed)??
36-14529 (Insert each water right number)

I have filed an objection/response to the following water right(s) _____
36-14529
(Insert each water right number)

My new mailing address is 1616 MORADA PLACE
Altadena, CA 91001 (818)

My phone number is: Work _____ Home 797-0337

VERIFICATION

(Must be completed for either a *Notice of Change in Address* or for *Consent for Substitution of Party*)

State of CALIFORNIA
County of Los Angeles

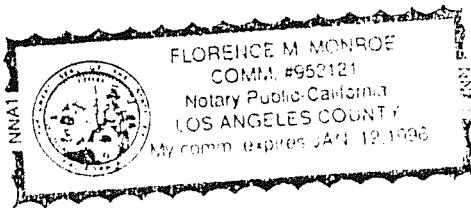
Yvonne M. DUTT, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

That I am the person or entity filing this form, that I am a water right claimant or party or their successor in interest, defined by I.C. §§ 42-1401A(1), (7) or (10); and that I have read this form, know its contents and that the statements are true to the best of my knowledge and belief.

Yvonne M. Dutt
Signature of person filing form

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on October 11, 1993
(Insert Date)



Florence M. Monroe
Notary Public for CALIFORNIA
Residing at: 906 E. ALTADENA, CA
My Commission expires: JAN 12, 1996 9100,

WARRANTY DEED

For Value Received

DOUGLAS A. KENNEY and VICKI C. KENNEY, Husband and Wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
 VERNON G. DUTT and YVONNE M. DUTT, Husband and Wife

Whose address is: 1616 Morada Place, Altadena, California 91001

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

SEE ATTACHED EXHIBIT "A"

RECORDED FOR REQUEST
 of Land Title & Escrow, Inc.
 MAY 24 3 29 PM '91
 JEROME COUNTY, IDAHO
 FEES: CO. SEP 1991

911794

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: May 21, 1991

[Signature]
 DOUGLAS A. KENNEY

[Signature]
 VICKI C. KENNEY

STATE OF IDAHO, COUNTY OF JEROME

On this 24th day of May, 1991,
 before me, a notary public in and for said State, personally appeared

Douglas A. Kenney and
 Vicki C. Kenney

known to me to be the persons whose names are
 subscribed to the within instrument, and acknowledged
 to me that they executed the same.

[Signature]
 Notary Public

Residing at Jerome
 Commission expires:

8-21-93

, Idaho.

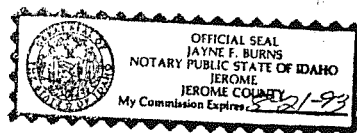


EXHIBIT "A"

TOWNSHIP 8 SOUTH, RANGE 16, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 27: That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Beginning at the West quarter corner of Section 27,
THE TRUE POINT OF BEGINNING;
Thence South 89°38'36" East, 701.38 feet along the
Northerly boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27;
Thence South 0°23'14" West, 58.34 feet;
Thence South 62°10'35" West, 123.73 feet;
Thence South 71°53'18" West, 74.36 feet;
Thence North 85°58'50" West, 264.85 feet;
Thence South 87°01'24" West, 99.49 feet;
Thence South 75°01'38" West, 162.74 feet to a point
in the Westerly boundary of said Section 27;
Thence North 0°02' West, 172.22 feet along said
Westerly boundary to the West quarter corner of
Section 27, THE TRUE POINT OF BEGINNING.

Together with all water and water rights, ditches and ditch
rights used thereon or appurtenant thereto including but
not limited to 2.0 shares of capital stock of the North
Side Canal Company, Limited.

SUBJECT TO THE FOLLOWING:

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

Taxes for 1991 and subsequent years, which are not yet due and
payable.

Assessments of the American Falls Reservoir District and the
rights and powers of said District as by law provided.

Assessments of the North Side Canal Company and the rights and
powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as
contained in an Agreement by and between the State of Idaho, and
the Twin Falls North Side Land and Water Company, dated August
21, 1907, recorded in Book 15 Page 589, Jerome County records.

Power Line Easement given by Michael T. Rasch and Gladys Marie
Rasch, husband and wife, to Idaho Power Company, a corporation,
dated August 27, 1979, recorded December 14, 1979 as Instrument
Number 246110, Jerome County records, affecting the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of
Section 27, Township 8 South, Range 16, East Boise Meridian.

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on May 20,
 19 91. The grantor is Vernon G. Dutt and Yvonne M. Dutt, husband and
wife ("Borrower"). The trustee is Titlefact, Inc., An Idaho
Corporation ("Trustee"). The beneficiary is
First Federal Savings Bank of Twin Falls, which is organized and existing
Idaho, and whose address is 886 Blue Lakes Blvd.
N., Twin Falls, Idaho 83301 ("Lender").
 Borrower owes Lender the principal sum of Twenty-Five Thousand Dollars and No/100**
***** Dollars (U.S. \$ 25,000.00*****). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on June 1, 2021. This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
 the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following
 described property located in Jerome County, Idaho:

Township 8 South, Range 16, East of the Boise Meridian, Jerome County,
 Idaho

Section 27: That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Beginning at the West quarter corner of Section 27,
 THE TRUE POINT OF BEGINNING;
 Thence South 89°38'36" East, 701.38 feet along the
 Northerly boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27;
 Thence South 0°23'14" West, 58.34 feet;
 Thence South 62°10'35" West, 123.73 feet;
 Thence South 71°53'18" West, 74.36 feet;
 Thence North 85°58'50" West, 264.85 feet;
 Thence South 87°01'24" West, 99.49 feet;
 Thence South 75°01'38" West, 162.74 feet to a point
 in the Westerly boundary of said Section 27;
 Thence North 0° 02' West, 172.22 feet along said
 Westerly boundary to the West quarter corner of
 Section 27, THE TRUE POINT OF BEGINNING.

which has the address of 300 West 152 South, Jerome
[Street] [City]
Idaho 83338 ("Property Address").
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter
 a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is
 referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
 and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

NON-UNIFORM COVENANTS. JTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Area and Location of Property. Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

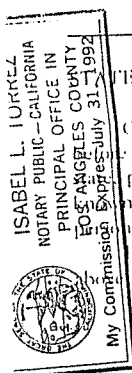
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☒ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Vernon G. Dutt (Seal)
- Borrower
Yvonne M. Dutt (Seal)
- Borrower

[Space Below This Line For Acknowledgment]



State of ~~XXXX~~ California Los Angeles County ss:

On this 23rd day of May, 1991, I, the undersigned, a Notary Public in and for said county and personally appeared Vernon G. Dutt and Yvonne M. Dutt, husband and wife, who executed 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 written.

Isabel L. Iurrez
Notary Public residing at
Comm. Expires July 31, 1992

REQUEST FOR RECONVEYANCE

TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: