

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUL 15 2022

Notice of Change in Water Right Ownership

DEPT OF WATER RESOURCES
SOUTHERN 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?
47-14179	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: RASCHKE REDWOOD INVESTMENTS LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): SCOTT R PIERCE and JENNIFER A PIERCE
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2375 East 3700 North Filer ID 83328
Mailing address City State ZIP
208-731-0497 pienceross@hotmail.com
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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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.

8. Signature: Scott R Pierce Title, if applicable _____ Date 6-29-22
Signature of new owner/claimant

Signature: Jennifer A Pierce Title, if applicable N/A Date 6/29/22
Signature of new owner/claimant

For IDWR Office Use Only:

Received by SG Date 7/15/22 Receipt No. 5039337 Receipt Amt. \$2500
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 DM Date 7-22-2022

DUPLICATE

**LONG-TERM ESCROW INSTRUCTIONS
WITH TAXPAYER IDENTIFICATION NUMBER (T.I.N.)**

TITLEFACT, INC.
TWIN FALLS, IDAHO

DATE: June 29, 2022

The undersigned, **SCOTT R. PIERCE and JENNIFER A. PIERCE, husband and wife, (BUYER)** and **ROBERT MEYERS and KATHI MEYERS, husband and wife, (LENDER)** deliver to you herewith, the following described documents:

Original Note
Original Recorded Deed of Trust
Authorization to Reconvey
Evidence of Hazard Insurance

on which there is an unpaid balance of \$ _____ payable as follows: **Interest at 10% to begin on June 29, 2022. Monthly payments of \$ _____ including interest are to begin on July 29, 2022. Final payment due June 29, 2027.**

Documents which call for an increase in the rate of interest when payments are delinquent must be supported by written authorization from the beneficiary (mortgagee).

Buyers have prepayment privilege without penalty.

You are hereby authorized to receive any or all payments or any part thereof due or to become due under the terms of such documents and at any time after the above date specified therefore with like effect as if paid on or before said due date. It is understood that you are not required to send notices or make any effort to collect.

\$10 per month/activity collection charges are to be:

☐ divided equally between buyer and seller ☐ paid by seller ☒ paid by buyer

Buyer's monthly payment including fees: _____

Escrow fees shall be in accordance with **TITLEFACT, INC.'S** schedule and may hereafter be amended. The above charges do not cover the handling of deeds, abstracts or similar documents. It is further understood and agreed that you are not responsible in any way to any of the parties to the above contract for any duty or responsibility other than accounting for funds received on this collection item and the undersigned hereby agrees to indemnify you and hold you harmless for any and all expenses incurred by you in the event you should become involved in any controversy between said parties other than controversy concerning the accounting for said funds.

In the event the contract specifies that monthly payments include insurance and taxes, you are authorized to apply these payments in such a manner as to relieve excessive bookkeeping. In case a mortgage exists on the property sold requiring auxiliary reserves, the undersigned agrees to the procedure of applying the total payment received under the contract to interest and principal disbursing the funds as above mentioned. As the taxes and insurance become due and are paid by the mortgagee, the amount paid is to be added to the unpaid principal balance on the contract. The undersigned also agrees to notify **TitleFact, Inc.**, of the amount

BUYER/BORROWER INFORMATION

IN THE EVENT A PAYMENT IS RETURNED TO **TITLEFACT, INC.**, FOR INSUFFICIENT FUNDS, A \$10.00 SERVICE CHARGE WILL BE IMPOSED. **ALL** SUBSEQUENT PAYMENTS MUST THEN BE PAID IN THE FORM OF A **CASHIERS CHECK**.

Under federal income tax law, you are subject to certain penalties if you have not provided us with your correct social security number or other taxpayer identification number. If you do not furnish us with your correct taxpayer identification number, you may be subject to a penalty imposed by the Internal Revenue Service. In addition, interest that we receive from you or pay to you may be subject to backup withholding of 20%.

Under penalty of perjury, I certify that the information provided as to my social security number or other taxpayer identification number on this form is true, correct, and complete.

Buyer	<u>Scott R Pierce</u> SCOTT R. PIERCE	<u>Jennifer A. Pierce</u> JENNIFER A. PIERCE
Phone	<u>208 - 358 - 1438</u>	<u>208 - 731 - 0497</u>
Email	<u>ScotJPierce91@gmail.com</u>	<u>pierceroost@hotmail.com</u>
SSN #	<u>560-67-7781</u>	<u>535-13-4631</u> 535-13

Mailing Address: 2375 East 3700 North
Filer, ID 83328

Email address to send receipt to: Pierceroot@hotmail.com

Above items received for collection:



Lea Taylor, Closing Agent

NOTE

Twin Falls, Idaho
June 29, 2022

FOR VALUE received, I, We, or either of us promise to pay to the order of:
ROBERT MEYERS and KATHI MEYERS, husband and wife the principal sum of
_____ in lawful money of the United States of America, with interest thereon at the rate of Ten per cent (10%) per annum from June 29, 2022, in monthly installments of _____ each on the 29th day of each and every consecutive month commencing on July 29, 2022. Said installments shall be applied first to the payment of interest at said annual rate calculated upon the unpaid balance of principal and second in reduction of principal. Said installments shall continue until the entire indebtedness evidenced by this note is fully paid, except that remaining indebtedness, if not sooner paid, shall be due and payable on June 29, 2027, which is the final due date.

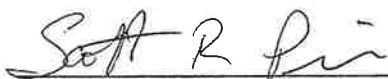
Any installments under this Note not paid when due shall, at the option of the legal holder hereof, incur interest at the rate of Twelve per cent (12%) per annum of the unpaid balance until paid, if any installment is not received by the note holder within **10** days after the installment is due.

The maker hereof may repay any or all sums due hereunder at any time without prior notice to the holder and without penalty or premium of any kind.

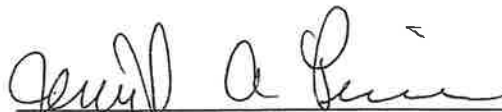
In case of failure to pay any installment when same shall become due, the holder, at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney either with or without suit the undersigned hereby agree to pay a reasonable attorney fee.

This Note is secured by a **DEED OF TRUST** of even date executed by the undersigned on certain property described therein.

The undersigned hereby waive presentment, protest and notice.



SCOTT R. PIERCE



JENNIFER A. PIERCE

TITLEFACT, INC.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83301

**** SPACE ABOVE FOR RECORDER ****

DEED OF TRUST

THIS DEED OF TRUST, Made this 29th day of June 2022, between **SCOTT R. PIERCE and JENNIFER A. PIERCE, husband and wife** herein called GRANTOR, whose address is 2375 East 3700 North, Filer, ID 83328, **TitleFact, Inc.**, an Idaho corporation, herein called Trustee, and **ROBERT MEYERS and KATHI MEYERS, husband and wife**, herein called BENEFICIARY, whose address is 3921 North 3300 East, Twin Falls, ID 83301, 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 Twin Falls, State of Idaho, described as follows :

Township 10 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho
Section 28: Part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, more particularly described as follows:
BEGINNING at the Northeast corner of Section 28, Township 10 South, Range 16 E., B.M., said corner marked

by a $\frac{5}{8}$ " rebar with aluminum cap;

THENCE South 89°38'44" West along the North line of Section 28 for a distance of 1321.40 feet to the REAL

POINT OF BEGINNING;

THENCE South 00°11'41" East for a distance of 25.00 feet to a $\frac{1}{2}$ " rebar;

THENCE South 00°11'41" East for a distance of 116.76 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89°38'44" West for a distance of 3.40 feet to a $\frac{1}{2}$ " rebar on the West line of the E $\frac{1}{2}$ NE $\frac{1}{4}$;

THENCE South 00°11'41" East along the 1/16th Section line for a distance of 289.53 feet to a $\frac{1}{2}$ " rebar;

THENCE South 89°38'44" West for a distance of 101.00 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00°11'41" West for a distance 406.29 feet to a $\frac{1}{2}$ " rebar;

THENCE North 00°11'41" West for a distance of 25.00 feet to the North line of Section 28;

THENCE North 89°38'44" East along said Section line for a distance of 101.00 feet to the Northwest corner of

the E $\frac{1}{2}$ NE $\frac{1}{4}$;

THENCE North 89°38'44" East along said Section line for a distance of 3.40 feet to the POINT OF BEGINNING.

SUBJECT TO: A county road right of way along the North side

In the event the property secured by this Deed of Trust is sold or conveyed in any manner without written consent of the beneficiary hereunder, said beneficiary may, at his option, declare the entire remaining balance, plus accrued interest, due and payable.

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

final payment due June 29, 2027, and to ensure payment of all such further

sums as may be hereafter 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 provided, further, 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 such advances together with interest thereon. In addition to securing all payments as set forth above, this Deed of Trust shall secure the payment and performance of all present and future debts, liabilities, obligations and covenants of Grantor to Beneficiary pursuant to any and all amendments, extensions, renewals, modifications, replacements or substitutions of this Deed of Trust. Any amendment, extension, renewal, modification, replacement or substitution to this Deed of Trust or to the underlying debt shall be in writing and signed by the party or parties sought to be charged or bound by such amendment, extension, renewal, modification, replacement or substitution.

The real property described above is not more than eighty (80) acres and is not principally used for the agricultural production of crops, livestock, dairy, or aquatic goods, or is not more than forty (40) acres regardless of use, or is located within an incorporated city or village.

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 workman like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished there for; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof with interest from date of expenditure at eighteen per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers or in enforcing this Deed of Trust by judicial foreclosure pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time from time to time without liability therefor and without notice upon written request of beneficiary and presentation of this Deed and said note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto the Grantor the right, prior to any defaults by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. 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. Trustee shall deliver to the purchaser its deed conveying the property sold, without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary may purchase at such sale.

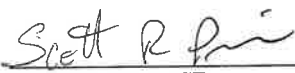
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fee in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eighteen per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This deed applies to, inures to the benefit of and binds all parties hereto their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. 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, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.


SCOTT R. PIERCE


JENNIFER A. PIERCE

STATE OF IDAHO
County of Twin Falls

On this 29th day of June 2022, before me, a Notary Public in and for said State, personally appeared **SCOTT R. PIERCE and JENNIFER A. PIERCE**, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing at Twin Falls
Commission expires 3-3-2023



REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

TO *TITLEFACT, INC.* Trustee: Dated this day of , 20

The undersigned is the legal owner and holder of all indebtedness secured by the Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warrant, the estate now held by you under the same;

Deliver to:

_____ Beneficiary

_____ Beneficiary

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST TO THE TRUSTEE.



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

July 22, 2022

SCOTT R PIERCE
JENNIFER A PIERCE
2375 E 3700 N
FILER ID 83328-5611

Re: Change in Ownership for Water Right No(s): 47-14179

Dear Mr. & Mrs. Pierce:

The Department received your Notice of Change in Water Right Ownership that you recently filed. We are returning the Notice to you because it is a duplicate filing. This Notice was submitted and paid for on June 29, 2022 by TitleFact; and processed on July 18, 2022.

Please note, a refund request in the amount of \$25.00 has been submitted for processing and will arrive under separate cover.

If you have any questions regarding this matter, please contact me at (208) 293-9908.

Sincerely,

Denise Maline

Denise Maline
Administrative Assistant 1

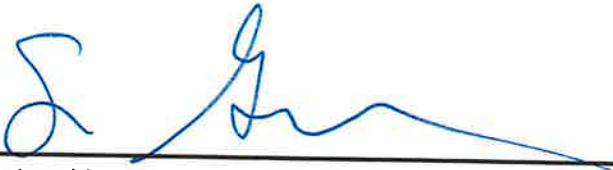
Enclosure(s)

Idaho Department of Water Resources Receipt
Receipt ID: S039337

Payment Amount	\$25.00	Date Received	7/15/2022	Region	SOUTHERN
Payment Type	Check	Check Number	1417		
Payer	PIERCE, SCOTT R; JENNIFER A				
Comments	CHANGE OF OWNERSHIP FROM: RASCHKE REDWOOD INVESTMENTS, LLC TO: SCOTT R & JENNIFER A PIERCE. WR#47-14179.				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155



Signature Line (Department Representative)

47-14179: Ownership change is a duplicate filing. TitleFact filed and paid for the ownership change on June 29, 2022. The paperwork filed on July 15, 2022 has been returned.

Please issue a \$25.00 refund to:

Scott R or Jennifer A Pierce
2375 E 3700 N
Filer ID 83328-5611
(208) 731-0497

DM 7-22-2022