

MAY 24 2021

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern Region

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. 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. **DB✓**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
✓ 22-420A OK (22-420A)	Yes ☒	Yes ☐	22-420A	Yes ☐	Yes ☐
	Yes ☐	Yes ☐	22-14426	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Teton Rainbow Ranches Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Julie C Bray - LaRose / T. Lane LaRose
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 3638 S. 650. W. VICTOR ID 83455
Mailing address City State ZIP
- 307-413-3370 lyppykia@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: July 7, 2004
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):
 ☐ \$25 per undivided water right.
 ☒ \$100 per split water right.
 ☐ 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: Julie C Bray Owner 5-20-21
Signature of new owner/claimant Title, if applicable Date
- Signature: Julie C Bray Owner 5-20-21
Signature of new owner/claimant Title, if applicable Date

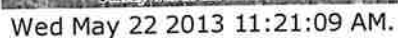
For IDWR Office Use Only:

Received by JB Date 5/24/2021 Receipt No. E046987 Receipt Amt. \$100.-

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 JB Processed by JB Date 9/1/2021

JULIE C BREAU-LAROSÉ



Wed May 22 2013 11:21:09 AM.

Deer #80843

4/10/70 Teton Rainbow Ranches

{ Clarence }
Darrell } Kunz
Larry

SOLD TO:

94 #118331
95 #118332
96

KINCINN #120948 8/10/95

Robert Brehe / is Winvess, Inc

SOLD TO:

#128052

Bruce }
Keith } Tonks
Judith }

10/28/97

SOLD TO:

10/28/97 #128052 Cheryl Chad Robinson

SOLD TO: Jenny Robert Bressler

4/16/02 #147680 Jenny Bressler

SOLD TO:

Julie Bureaux

7/7/04 #162132
202579
166035

#133856 5/12/99 Snow: Cherry Creek Rydz

202579 JAN29'09 AM11:37

ALLIANCE TITLE & ESCROW CORP. INC.
P.O. BOX 644 / 78 N. MAIN STREET
DRIGGS, IDAHO 83422

3056816398

WARRANTY DEED

Instrument # 202579

TETON COUNTY, IDAHO

1-29-2009 11:37:00 No. of Pages: 1

Recorded for: ALLIANCE TITLE

MARY LOU HANSEN

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

FOR VALUE RECEIVED

Julie C. Breaux-Larose, who acquired title as Julie C. Breaux

LAROSE

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Julie C. Breaux-Larose and T. Lane-Larose, Husband and Wife

LAROSE

LAROSE

whose current address is

65 West 350 South Victor, ID 83455

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A part of the Northeast Quarter Southwest Quarter of Section 14, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the Center Quarter corner of said Section 14, South 89°48'41" West 786.76 feet and South 0°07'26" East 667.01 feet to the true point of beginning; thence South 0°07'26" East 658.01 feet to a point; thence South 89°52'20" West 261.00 feet to a point; thence North 0°07'26" West 657.87 feet to a point; thence North 89°50'31" East 261.00 feet to the point of beginning.

Subject to a 40 foot access and utility easement at the Northeast corner of the property. Together with a 40 foot access and utility easement along the Eastern property boundary of Parcel 1 of the Robert Bressler land split plat located in the NE ¼ SW ¼ of said Section 14 as recorded in the Office of the Clerk of Teton County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: Julie C. Breaux-Larose

State of Idaho

County of Teton

On this 23rd day of January, in the year 2009, before me, a Notary Public in and for said state, personally appeared Julie C. Breaux-Larose known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

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

Judy Lane Hansen
Notary Public for the State of California
Residing at: Driggs, ID
Commission Expires: 12/06/13

166035

QUITCLAIM DEED

ORDER NO.: 3050412808-T

FOR VALUE RECEIVED,

Julie C. Breaux, an unmarried person

Do(es) hereby convey, release, remise and forever quit claim unto

Julie C. Breaux, an unmarried person and Lane LaRose, an unmarried person

whose current address is:

PO Box 9541, Jackson, WY 83002

the following described premises:

Instrument # 166035

DRIGGS, TETON, IDAHO

2005-01-27 02:00:24 No. of Pages: 1

Recorded for: JULIE C. BREAU

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DEED, QUIT-CLAIM

Fee: 3.00

A part of the Northeast Quarter Southwest Quarter of Section 14, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the Center $\frac{1}{4}$ corner of said Section 1, South $89^{\circ}48'41''$ West 786.76 feet and South $0^{\circ}07'26''$ East 667.01 feet to the true point of beginning; thence South $0^{\circ}07'26''$ East 658.01 feet to a point; thence South $89^{\circ}52'20''$ West 261.00 feet to a point; thence North $0^{\circ}07'26''$ West 657.87 feet to a point; thence North $89^{\circ}50'31''$ East 261.00 feet to the point of beginning.

Subject to a 40 foot access and utility easement at the Northeast corner of the property. Together with a 40 foot access and utility easement along the Eastern property boundary of Parcel 1 of the Robert Bressler land split plat located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14 as recorded in the Office of the Clerk of Teton County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

~~December 21, 2004~~ January 27, 2005

Julie C. Breaux
Julie C. Breaux

State of Idaho

County of Teton

On this 27 day of January, in the year 2005 before me, a Notary Public in and for said state, personally appeared Julie C. Breaux known or identified to me to be the person whose name is 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.

Samantha L. Schulteis

Notary Public for the State of Idaho

Residing at: Victor

Commission Expires: 2/25/08

SAMANTHA L. SCHULTEIS

RECEIVED

JAN 26 2005

TETON CO. CLERK & RECORDER

JUL 08 2004

162132

CLERK RECORDER

WARRANTY DEED

Order No.: 3050412808-T

FOR VALUE RECEIVED

Jenny R. Bressler, a married person

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

JB
Julie^{C.} Breaux, an unmarried person

whose current address is

PO Box 9451, Jackson, WY 83002

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A part of the Northeast Quarter Southwest Quarter of Section 14, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the Center $\frac{1}{4}$ corner of said Section 1, South $89^{\circ}48'41''$ West 786.76 feet and South $0^{\circ}07'26''$ East 667.01 feet to the true point of beginning; thence South $0^{\circ}07'26''$ East 658.01 feet to a point; thence South $89^{\circ}52'20''$ West 261.00 feet to a point; thence North $0^{\circ}07'26''$ West 657.87 feet to a point; thence North $89^{\circ}50'31''$ East 261.00 feet to the point of beginning.

Subject to a 40 foot access and utility easement at the Northeast corner of the property. Together with a 40 foot access and utility easement along the Eastern property boundary of Parcel 1 of the Robert Bressler land split plat located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14 as recorded in the Office of the Clerk of Teton County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 7-7-04

Jenny R. Bressler
Jenny R. Bressler

Robert M. Bressler
Robert M. Bressler

State of Idaho

County of Teton } ss.

On this 7 day of July, in the year 2004 before me, a Notary Public in and for said state, personally appeared Jenny R. Bressler & Robert M. Bressler known or identified to me to be the person whose name is subscribed to the within 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 first above written.

Samantha L. Schutteis
Notary Public for the State of Idaho

Instrument # 162132

DRIGGS, TETON, IDAHO

2004-07-08 09:33:13 No. of Pages: 1

Recorded for: ALLIANCE TITLE & ESCROW

NOLAN G. BOYLE

Fee: 3.00

Ex-Officio Recorder Deputy *in Driggs*

Index to: DEED, WARRANTY

149014 - 7/13 - 2002

147680 Jimmy Robert
* 4/16/07 ~~147680~~ ~~Robert~~ ~~owner~~ sold to ↑

~~4/16/07~~ ~~4/16/07~~ Chad Cheryl Robinson
84,100

* 128252

10/28/97. Bruce Tonks
Keith Tonks
Judith Tonks. } sold

733856 5/12/99 Cheryl Cheryl w/lt
rights

111533 11/7/92
104279

5/17/89 Kincaid Const

Kincaid
Kincaid Const

Teton Rainbow Ranches
80843

4/18/78 Clarence Kunz
Darrel
Larry are

Robert Kincaid
Yvonne Kincaid

15 WINVESTED
118331 118332
Beebe Robert
94/95/96
Oreville Hopkins 7/20
Steven Nelson
35 Shaner
Cherry
grove

305021263-T

RECEIVED

147630

APR 16 2002

TETON CO., ID
CLERK RECORDER
Order No.: 3050211263-T

WARRANTY DEED Document # 147680

ALLIANCE TITLE & ESCROW CORP. INC.
P.O. BOX 344 / 78 N. MAIN STREET
DRIGGS, IDAHO 83422

DRIGGS, TETON, IDAHO
2002-04-16 03:47:33 No. of Pages: 1
Recorded for: ALLIANCE TITLE & ESCROW
NOLAN G. BOYLE Fee: 3.00
Ex-Officio Recorder Deputy *N. Boyle*
Index to: DEED WARRANTY

FOR VALUE RECEIVED

Chad Robinson and Cheryl Robinson, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Robert M. Bressler and Jenny R. Bressler, Husband and Wife

whose current address is

1374 W. 585 S. Lehi UT 84043

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

Beginning 272 feet East of the Northwest corner of the Northeast Quarter Southwest Quarter of Section 14, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence East 261 feet more or less to the West boundary of Lot 12, Twin Spruce II Subdivision; thence South 1325 feet; thence West 261 feet; thence North 1325 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4/16/02

Chad Robinson
Chad Robinson

Cheryl Robinson
Cheryl Robinson

State of Idaho *aw C.R.*

County of Teton *aw C.R.*

On this 06 day of April 2002, before me, a Notary Public in and for said state, personally appeared Chad Robinson and Cheryl Robinson

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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



Crystal Weitz
Notary Public for the State of Alaska
Residing at:
Commission Expires:

My Commission Expires
November 09, 2004

RECEIVED

128652

OCT 21 1997

TETON CO., ID
CLERK REC'D

Warranty Deed

ALLIANCE TITLE & ESCROW CORP., INC.
P.O. BOX 644 / 78 N. MAIN STREET
DRIGGS, IDAHO 83422

For Value Received

BRUCE L. TONKS, AN UNMARRIED PERSON, AND KEITH W. TONKS AND JUDIE TONKS,
HUSBAND AND WIFE

the grantor s, do hereby grant, bargain, sell and convey unto

CHAD ROBINSON AND CHERYL ROBINSON, HUSBAND AND WIFE

whose current address is 5743 SOUTH 1275 EAST, ODGEN, UTAH 84405

the grantees, the following described premises, in TETON County Idaho, to wit:

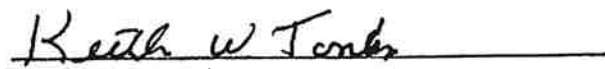
Beginning 272 feet East of the Northwest corner of the
Northeast Quarter Southwest Quarter of Section 14, Township 4
North, Range 45 East, Boise Meridian, Teton County, Idaho;
thence East 261 feet more or less to the West boundary of
Lot 12, Twin Spruce II Subdivision; thence South 1325 feet;
thence West 261 feet; thence North 1325 feet to the point
of beginning.

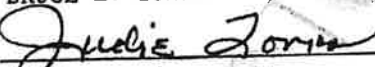
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said
Grantee s, that he is the owner in fee simple of said premises; that they are free from all incumbrances except;
Subject to all existing patent reservations, easements, rights of way, protective
covenants, zoning ordinances, and applicable building codes, laws and regulations

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: OCTOBER 21, 1997


BRUCE L. TONKS


KEITH W. TONKS


JUDIE TONKS


OFFICIAL SEAL
NANCY ANN PERRY
NOTARY PUBLIC - IDAHO
TETON COUNTY
MY COMMISSION EXPIRES 4/3/01

OCT 27 1994

118043

2-BT-35

AMERICAN LAND TITLE
P.O. BOX 732
REXBURG, IDAHO 83440

TETON Co. Id.
Clark Recorder

DEED OF RECONVEYANCE

AMERICAN LAND TITLE COMPANY, INC. an Idaho Corporation, as the Trustee
in the deed of trust executed by BRUCE L. TONKS, a single person, and KEITH W. TONKS and JUDIE TONKS,
husband and wife, grantors;
to THE BANK OF COMMERCE, beneficiary;
Official Record Book as , Instrument No. 111830 Mortgage records of Teton
County, Idaho, pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the PARTIES
ENTITLED THERETO,

without warranty; all the estate and interest derived to it by or through said Deed of Trust, in the lands therein described.
The corporate name subscribed by its Asst. Vice-President, and the seal affixed by its Asst. Secretary, is pursuant to a
resolution authorizing the execution of this reconveyance duly adopted by its Board of Directors.

Dated: October 25, 1994

AMERICAN LAND TITLE COMPANY, INC., TRUSTEE

By [Signature] Asst. Vice-President
Attest: [Signature] Asst. Secretary

STATE OF IDAHO
COUNTY OF MADISON

ss.

On this 25 day of October in the
year 1994, I, [Signature], Notary Public in and for said State,
personally appeared [Signature] a [Signature] known to me to be the [Signature] Pres. of the corporation that
executed the within instrument, and the person who executed the
instrument on behalf of said corporation, and acknowledge to me that
such corporation 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 above
written.

[Signature]
Notary Public for the State of Idaho,
Residing at St. Anthony
Commission expires: 10-18-97

118043

FILED

AT THE REQUEST OF

American Land
AT 10 MINUTES PAST 10 a.m.
DATE October 27, 1994
Asa J. Drake
CLERK OF RECORDER
BY Nora Rigby
DEPUTY

Filed ☒
Indexed ☒
Platted ☒

RECEIVED

37-0330-8
American Land Title Co.
P.O. Box 644
Driggs, ID 83422

DEED OF TRUST 119800

APR 24 1995

THIS DEED OF TRUST, Made this 21st day of April, 1995,
BETWEEN Bruce L. Tonks, a single person, and Keith W. Tonks and Judie Tonks,
husband and wife. hereinafter called GRANTOR,
whose address is P.O. Box 155, Victor, Id. 83455
The American Land Title Co., Inc., herein called TRUSTEE, and The Bank of Commerce
hereinafter called BENEFICIARY,
whose address is 35 E. Harper, P.O. Box 787, Driggs, Id. 83422
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 Teton, State of Idaho, described as
follows, and containing not more than twenty acres:

Beginning 272 feet East of the Northwest corner of the NE1/4SW1/4 of Section 14,
Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence East
261 feet more or less to the West boundary of Lot 12, Twin Spruce II Subdivision;
thence South 1325 feet; thence West 261 feet; thence North 1325 feet to the point
of beginning.

Filed
Indexed
Platted

119800

FILED
AT THE REQUEST OF
American Land
AT 5 MINUTES PAST 2 P. M.
DATE April 24, 1995
Clerk of Recorder
BY [Signature] DEPUTY

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
Four thousand six hundred ninety eight & 12/100----- Dollars, (\$4,698.12),

final payment due April 15, 1998
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 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.

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 furnished therefor; 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 cost 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 the payment by Beneficiary of any such items when due. Grantor's failure to so 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 the rate of interest specified in the above described promissory note.
6. Should Grantor fail to make any payment or to do any act as herein provided, then 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 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

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 shall deliver to the purchaser its deed conveying the property so sold, but 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 fees 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 the rate specified in the above described promissory note; 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 female 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.

Bruce L. Tonks

Judie Tonks
Keith W. Tonks

STATE OF IDAHO, COUNTY OF Teton
On this 21st day of April, 1995,
before me, a Notary Public in and for said State, personally appeared
Bruce L. Tonks, Keith W. Tonks
and Judie Tonks

119300

Known to me to be the person(s) whose name(s) are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

David L. Hensley
Notary Public
Residing at Driggs, Idaho.
Commission Expires 5-23-97

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated _____, 19____

Furnished through the
courtesy of

American Land Title Co.

312 West Center
P. O. Box 1176
Pocatello, Idaho 83201
Telephone 232-6163

"SERVING BANNOCK, BINGHAM, POWER,
MADISON, AND FRANKLIN COUNTIES."

RECEIVED

OCT 22 1992

TETON Co. Id.
Clerk Recorder

WARRANTY DEED

Warranty deed made this 15 day of December, 1991, between KINCAID CONSTRUCTION, INC., of P.O. Box 136, Victor, Idaho 83455, referred to as Grantor, and BRUCE L. TONKS and KEITH W. TONKS, of P.O. Box 153, Victor, ID 83455 referred to as Grantees.

Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantees and their heirs and assigns forever, all the following described real estate situated in Teton County, Idaho:

Lot 12, Twin Spruce II Subdivision, as per the recorded plat thereof, records of Teton County, Idaho.

TOGETHER WITH: a parcel beginning 272 feet East of the NW Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho; thence East 261 feet more or less to the West boundary of Lot 12, Twin Spruce II Subdivision; thence South 1325 feet; thence West 261 feet; thence North 1325 feet to the point of beginning. All within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, Township 4 North, Range 45 East, Boise Meridian, records of Teton County, Idaho. Contains 7.98 acres more or less.

SUBJECT TO: existing ditch and utility easements.

SUBJECT to all the recorded rights-of-way and easements.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantees and their heirs and assigns forever.

WARRANTY DEED-1

111310

FILED

AT THE REQUEST OF

Judy Tonks

AT 10:10 AM OCT 22 1992

October 22, 1992
Asa J. Drake
R. J. Drake



And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantees, their heirs, and assigns against Grantor and its heirs and against all and every person and persons whomsoever, lawfully claiming the same.

Grantor has hereunto set his hand on the day and year first above written.

Robert Kincaid President
ROBERT KINCAID, President
Kincaid Construction, Inc.

STATE OF IDAHO)
 : ss.
County of Teton)

On this 15 day of December, in the year of 1991, before me, a Notary Public in and for said State, personally appeared ROBERT KINCAID, known or identified to me to be the President of KINCAID CONSTRUCTION, INC., and the person whose name is subscribed to the within instrument and acknowledged to me that said corporation executed the same.

Roy C. Mauldin
Notary Public for Idaho
Residing at: Driggs
My Commission expires: 1992

RECEIVED

NOV 17 1992

111533

WARRANTY DEED

TETON Co. Id.
Clerk Recorder

Warranty deed made this 17th day of May, 1989, between TETON RAINBOW RANCHES, INC., an Idaho corporation, with its principal office at Driggs, Teton County, Idaho, referred to as Grantor, and KINCAID CONSTRUCTION, INC., an Idaho corporation, with its principal place of business at Box 136, Victor, Teton County, Idaho, referred to as Grantee.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does hereby grant, bargain, sell, convey, and confirm unto Grantee, and its assigns forever, all the following described real estate situated in Teton County, Idaho:

The Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section 14, Township 4 North, Range 45 E.B.M., LESS six (6) acres located in the southeast corner thereof, which is already owned by Grantee herein.

SUBJECT TO easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

SUBJECT TO restrict covenants, if any, of record.

SUBJECT TO the reservation of mineral rights, and any oil and gas leases of record.

TOGETHER with the premises proportionate share of Cherry Grove Canal Company water.

TOGETHER with any and all other water and water rights, ditch and ditch rights appurtenant thereto.

To have and to hold, all and singular the above-described

premises together with the appurtenances unto Grantee, and its assigns forever.

And Grantor shall and will warrant and by these presents forever defends the premises in the quiet and peaceable possession of Grantee, and its assigns against Grantor, and against all and every person and persons whomever, lawfully claiming the same.

Grantor hereunto sets its hand on the day and year first above written.

TETON RAINBOW RANCHES, INC.

(Pres) Larry Kunz
By Larry "J" Kunz

Terrie Kunz (Sec)
By Terrie Kunz

STATE OF IDAHO)
) ss.
County of Teton)

On this 17 day of May, 1989, before the undersigned notary public, personally appeared LARRY "J" KUNZ and TERRIE KUNZ, known to me to be the President and Secretary, respectively, of Teton Rainbow Ranches, Inc., the corporation that executed the foregoing instrument and acknowledged to me that such corporation 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 above written.

Robert Kincaid
Notary Public for Idaho
Residing at: Boise, ID
Commission expires: 9/30/92

111553
FILED

AT THE REQUEST OF

Robert Kincaid

45 MINUTES PAST 4 P.M.

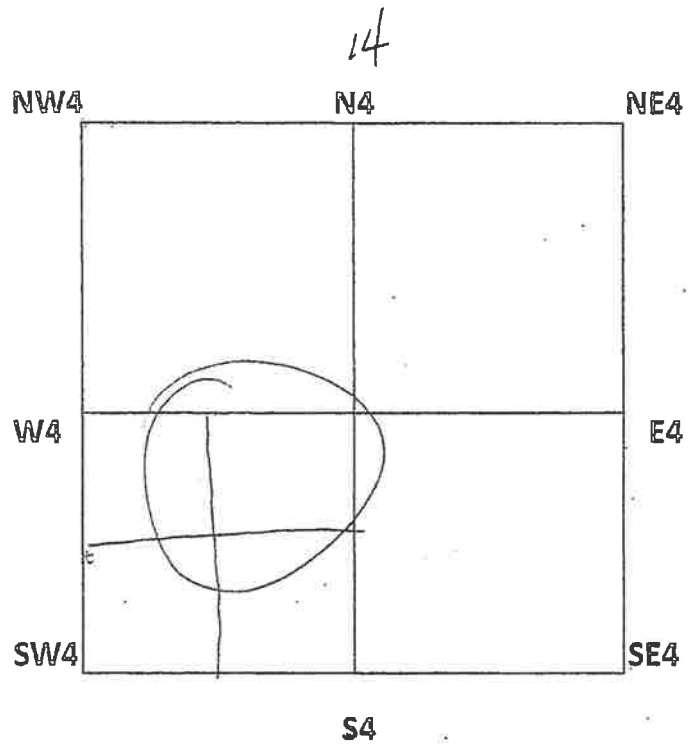
DATE May 17, 1989

Ass J. Kincaid

Dea. Dighs

WARRANTY DEED - 2

Quarter corners





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 01, 2021

JULIE C BREAUx-LA ROSE
3638 S 650 W
VICTOR ID 83455-4630

Re: Change in Water Right Ownership: 22-420 A (Split into 22-420 A and 22-14426)

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: TETON RAINBOW RANCHES INC
WATER DISTRICT 01