



State of Idaho

## DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

February 24, 2021

BRANDON BARNES  
SONYA BLACK  
PO BOX 207  
SHAWNEE CO 80475-0207

RE: Change in Ownership Water Right No: 61-7213

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on December 7, 2020 for the above referenced water right. The Notice could not be processed because acceptable documentation of property and/or water right ownership was not received.

On December 14, 2020 and January 6, 2021, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25 has been requested and will be mailed to Bearfoot Hardwood Floors under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 287-4920 or [debby.judd@idwr.idaho.gov](mailto:debby.judd@idwr.idaho.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Debby Judd'.

Debby Judd  
Technical Records Specialist

Enclosures

**From:** Judd, Debbi  
**To:** [IdwrPayable](#)  
**Subject:** Refund request  
**Date:** Tuesday, February 23, 2021 3:02:00 PM

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**TO:** Sascha Marston  
**FROM:** Debbi Judd  
**DATE:** February 23, 2021  
**RE:** **Refund: Ownership change**

Please refund \$25. Ownership change for one water right was not processed.

**NAME:** BEARFOOT HARDWOOD FLOORS

**ADDRESS:** PO BOX 207  
SHAWNEE CO 80475-0207

RECEIPT #: C109577

-  
Thank you.

Debbi

Debbi Judd  
Technical Records Specialist  
[debbi.judd@idwr.idaho.gov](mailto:debbi.judd@idwr.idaho.gov)

Idaho Department of Water Resources  
322 E Front St  
PO Box 83720  
Boise, ID 83720-0098  
208-287-4920  
[www.idwr.idaho.gov](http://www.idwr.idaho.gov)

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## Notice of Change in Water Right Ownership

RECEIVED

DEC 07 2020

DEPARTMENT OF  
WATER RESOURCES

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? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 61-7213               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name:

Barbara Wilson

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Brandon Barnes Sonya Black

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

80 Box 207

Mailing address

720 261 7455

Telephone

Shawnee

City

CO

State

80475

ZIP

Brandon72IHC@msn.com

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: 5/19
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:

[Signature]

Signature of new owner/claimant

owner

Title, if applicable

12/20

Date

- Signature:

Sonya L. Black

Signature of new owner/claimant

owner

Title, if applicable

10/20

Date

**For IDWR Office Use Only:**

Received by Ku Date 12.7.2020

Receipt No. C109577

Receipt Amt. \$ 25.00

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

Date

American Land Title Association

ALTA Settlement Statement - Combined  
Adopted 05-01-2015

File No./Escrow No.: 19221  
Print Date & Time: 05/29/19 2:31 PM  
Officer/Escrow Officer:  
Settlement Location:  
Guaranty Title, Inc.  
206 South 3rd East St  
Mountain Home, ID 83647

Guaranty Title, Inc.  
ALTA Universal ID: 4559  
206 South 3rd East Street  
Mountain Home, ID 83647

Property Address:

T3S, R6E, Section 11, Tax 86, Elmore County  
679 NE Mashburn Rd

Borrower:

Mountain Home, ID 83647  
Brandon Barnes and Sonya I Black  
PO Box 207  
Shawnee, CO 80475

Seller:

Estate of Wayne S Kruckeberg  
c/o Erika Nicole Hernandez  
1215 E 10th North  
Mountain Home, ID 83647

Lender:

Guild Mortgage Company, ISAOA

Settlement Date:

05/30/2019

Disbursement Date:

05/31/2019

Additional dates per state requirements:

| Seller     |              | Description                                                     | Borrower/Buyer |              |
|------------|--------------|-----------------------------------------------------------------|----------------|--------------|
| Debit      | Credit       |                                                                 | Debit          | Credit       |
|            |              | <b>Financial</b>                                                |                |              |
|            | \$230,000.00 | Sale Price of Property                                          |                |              |
|            |              | Deposit                                                         | \$230,000.00   |              |
|            |              | Loan Amount                                                     |                | \$500.00     |
|            |              |                                                                 |                | \$207,000.00 |
|            |              | <b>Prorations/Adjustments</b>                                   |                |              |
| \$5,750.00 |              | Seller paid closing costs                                       |                |              |
| \$321.05   |              | County Property Taxes from 01/01/2019 thru 05/31/2019           |                | \$5,750.00   |
| \$388.02   |              | 2nd 1/2 2018 taxes #17622 to Elmore County Treasurer            |                | \$321.05     |
| \$92.64    |              | Idaho Power                                                     |                |              |
| \$128.00   |              | Clean drain blockage                                            |                |              |
| \$7,826.85 |              | Robyn J Kruckeberg                                              |                |              |
|            |              | <b>Loan Charges to Guild Mortgage Company, ISAOA</b>            |                |              |
|            |              | 1.375% of Loan Amount (Points)                                  | \$2,846.25     |              |
|            |              | Funding fee                                                     | \$250.00       |              |
|            |              | Tax service fee                                                 | \$64.00        |              |
|            |              | Underwriting fee                                                | \$595.00       |              |
|            |              | Wire transfer fee                                               | \$25.00        |              |
|            |              | Prepaid Interest \$24.81 per day from 05/31/2019 to 06/01/2019) | \$24.81        |              |

# Mashburn

## Legend

-  679 NE Mashburn Rd
-  corner

 ne corner

679 NE Mashburn Rd

 se corner

 nw corner

 sw

Google Earth

© 2020 Google

200 ft



RECEIVED  
JAN 04 2021  
DEPARTMENT OF  
WATER RESOURCES

Return to: GUILD MORTGAGE COMPANY  
ATTENTION: DMD  
5898 COPLEY DRIVE  
SAN DIEGO, CA 92111

Loan No: 885-1013699 [Space Above This Line For Recording Data] Data ID: 782  
Borrower: BRANDON BARNES

## DEED OF TRUST MIN: 100019988510136990

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 29, 2019, together with all Riders to this document.

(B) "Borrower" is BRANDON BARNES AND SONYA I. BLACK, HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.

(C) "Lender" is GUILD MORTGAGE COMPANY. Lender is A CORPORATION organized and existing under the laws of the State of CALIFORNIA. Lender's address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111.

(D) "Trustee" is FIRST AMERICAN TITLE INSURANCE COMPANY OF IDAHO.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated May 29, 2019. The Note states that Borrower owes Lender TWO HUNDRED SEVEN THOUSAND and NO/100-----Dollars (U.S. \$ 207,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2049.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Loan No: 885-1013699

Data ID: 782

which currently has the address of 679 NE MASHBURN RD,

MOUNTAIN HOME, IDAHO

[Street]

[City]

83647

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then to the principal balance of the Note.

Loan No: 885-1013699

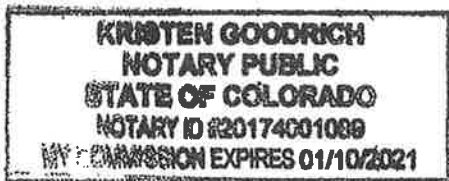
Data ID: 782

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

State of Colorado §  
County of Jefferson §

This record was acknowledged before me on May 30, 2019, by  
BRANDON BARNES AND SONYA I. BLACK.

(Stamp)



Kristen Goodrich  
Signature of notary public

My commission expires: 1/10/2021