

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAILED
DEPARTMENT OF WATER RESOURCES
Returned 8/15/2020

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?
<i>61-4065</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>61-4065</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>61-10093</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Family Trailer Park c/o Cutler Brothers
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Beatty Property Management and Kayla Cruise
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 8623 Boise ID 83702
Mailing address City State ZIP
- (203) 464-7636 beattypropertymgmt@outlook.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: 11/9/2015
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: Kayla Cruise Owner of Beatty Property Management 5/7/20
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by KM Date 5-11-2020 Receipt No. C108737 Receipt Amt. 50.00
 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 _____

Returned 8/15/2020

AFTER RECORDING MAIL TO:

Beatty Property Management LLC
2721 W. Lemp St
Boise, ID 83702

READ AND APPROVED:

BY: [Signature]

BY: [Signature]

DATE: 11/10/15

WARRANTY DEED

File No.: **4102-2529757 (KY)**

Date: **November 09, 2015**

For Value Received, **Cutler Brothers, a general partnership**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Beatty Property Management LLC, an Idaho limited liability company**, hereinafter referred to as Grantee, whose current address is **2721 W. Lemp St, Boise, ID 83702**, the following described premises, situated in **Elmore County, Idaho**, to wit:

LEGAL DESCRIPTION: Real property in the County of Elmore, State of Idaho, described as follows:

Lots 9, 10, 11 and 12, inclusive, and Lots 19, 20, 21 and 22, inclusive, all in Block 10 of Fruitdale Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

EXCEPTING Therefrom any manufactured / mobile home located thereon.

APN:

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

COPY

Instrument # 0000450673
ELMORE COUNTY ID
09:35:20 AM Nov 12, 2015
For FIRST AMERICAN TITLE AND ESC
No. of Pages 5 Fee \$22.00
BARBARA STEELE, Recorder
DE, Deputy
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

Cutler Brothers
3510 Unocal Pl, Suite 200
Santa Rosa, CA 95403

RECEIVED

JUL 31 2020

DEPT OF WATER RESOURCES

**ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.**

A.P.N.:

File No. **4102-2529757 (KY)**

DEED OF TRUST

THIS DEED OF TRUST, made this **Ninth day of November, 2015**, between **Beatty Property Management LLC, an Idaho limited liability company**, as GRANTOR(S), whose address is **2721 W. Lemp St, Boise, ID 83702**, and **First American Title Company, a California Corporation**, as TRUSTEE, whose address is **800 W. Main Street, Ste 910, Boise, ID 83702**, and **Cutler Brothers**, as BENEFICIARY, whose address is **3510 Unocal Pl, Suite 200, Santa Rosa, CA 95403**;

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 **Elmore**, State of **Idaho**, described as follows and containing not more than 80 acres:

LEGAL DESCRIPTION: Real property in the County of Elmore, State of Idaho, described as follows:

Lots 9, 10, 11 and 12, inclusive, and Lots 19, 20, 21 and 22, inclusive, all in Block 10 of Fruitdale Subdivision, Elmore County, Idaho, according to the official plat thereof on file and of record in the office of the County Recorder of Elmore County, Idaho.

EXCEPTING Therefrom any manufactured / mobile home located thereon.

APN:

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 **Two Hundred Seventy Six Thousand dollars (\$276,000.00)**, final payment due **November 12, 2020** 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 therefore; 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 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 attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

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 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 eight percent per annum.

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, 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 or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust 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 the 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 of Trust 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."

APN:

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 Grantor the right, prior to any default 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 attorneys' 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 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 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 shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title 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 eight percent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

7. This Deed of Trust 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 owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, 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 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 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.

Beatty Property Management LLC, an Idaho limited liability company

By:  
Name: Nathan Beatty
Title: Manager

By: Kaysa Cruse
Name: Kaysa Cruse
Title: Manager

STATE OF Idaho)
COUNTY OF Ada) ss.

On this 10th day of **November, 2015**, before me, a Notary Public in and for said State, personally appeared **Nathan Beatty and Kaysa Cruise**, known or identified to me to be the person whose name is subscribed to the within instrument as **Managers** of the **Beatty Property Management LLC**, limited liability company, and acknowledged to me that such limited company executed 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.



Kimberly Wren
Notary Public for the State of Idaho
Residing at: Meridian, ID
My Commission Expires: 6/15/2019



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

Brad Little
Governor

Gary Spackman
Director

August 25, 2020

BEATTY PROPERTY MANAGEMENT
PO BOX 8623
BOISE ID 83707-2623

RE: Change in Ownership: 61-4065, 61-10093

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on May 11, 2020 for the above referenced water rights. The Notice could not be processed because the appropriate evidence of water right ownership was not provided.

On June 23, 2020 and July 21, 2020, the Department requested the second page of the provided Warranty Deed from you. On July 31, 2020 you provided a Deed of Trust, which is not considered sufficient evidence of water right ownership. On August 5, 2020 the Department requested additional information, reiterating the request for the second page of the provided Warranty Deed. As of the day of this letter, the Department has not received the additional information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$50 has been requested and will be mailed to Beatty Property Management 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 Amanda.veibell@idwr.idaho.gov or (208) 287-4945.

Sincerely,

Amanda Johnson-Veibell
Technical Records Specialist 1

Enclosure(s)

Veibell, Amanda

From: Veibell, Amanda
Sent: Tuesday, August 25, 2020 10:52 AM
To: Financial
Subject: RE: Refund of C108737

Receipt C108737 for \$50.00 is a payment paid by Beatty Property Management an Ownership Change for water rights #61-4065 & 61-10093. I am returning the ownership change due to incomplete evidence of water right ownership. If we could please refund C108737 for \$50 and mail it to:

BEATTY PROPERTY MANAGEMENT
PO BOX 8323
BOISE, ID 83707-2623

Thank you.

Amanda Johnson-Veibell

Technical Records Specialist I
Idaho Dept Water Resources
PO Box 83720 Boise ID 83720-0098
208-287-4945

Veibell, Amanda

From: Veibell, Amanda
Sent: Wednesday, August 5, 2020 3:50 PM
To: 'Kaysa Cruse'
Subject: RE: BEATTY PROPERTY MANAGEMENT DEED

Good Afternoon.

Thank you for sending in the Deed of Trust between Beatty Property Management and First American Title Company. As per IDWR Records Memorandum Number 9, a Deed of Trust is not considered a conveyance document. If you could please send the second page of the originally supplied Warranty Deed, I will be able to move forward in processing the Ownership Change.

Thank you.

Amanda Johnson-Veibell

208-287-4945

From: Kaysa Cruse [mailto:kaysacruse@hotmail.com]
Sent: Friday, July 31, 2020 10:42 AM
To: Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov>
Subject: BEATTY PROPERTY MANAGEMENT DEED

Hi Amanda,

This is the deed to complete water rights transfer. Let me know if you need anything else. Thanks!

Kaysa

Sent from my MetroPCS 4G LTE Android Device
Get [Outlook for Android](#)



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

Brad Little
Governor

Gary Spackman
Director

July 21, 2020

BEATTY PROPERTY MANAGEMENT
PO BOX 8623
BOISE ID 83707-2623

SECOND ATTEMPT RE: Change in Ownership: 61-4065, 61-10093

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

 X Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question; specifically page 2 of the supplied Warranty Deed

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. **If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.**

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at Amanda.veibell@idwr.idaho.gov or (208) 287-4945.

Sincerely,


Amanda Johnson-Veibell
Technical Records Specialist 1

Enclosure(s)

Veibell, Amanda

From: Veibell, Amanda
Sent: Tuesday, June 23, 2020 10:55 AM
To: 'beattypropertymgmt@outlook.com'
Subject: Change in Ownership: 61-4065, 61-10093

BEATTY PROPERTY MANAGEMENT
PO BOX 8623
BOISE ID 83707-2623

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

 X Evidence of Water Right Ownership: copy of **Notarized Deed**, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question; specifically page 2 of the supplied Warranty Deed

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at Amanda.veibell@idwr.idaho.gov or (208) 287-4945.

Amanda Johnson-Veibell

Technical Records Specialist I
Idaho Dept Water Resources
PO Box 83720 Boise ID 83720-0098
208-287-4945

MAY 11 2020

DEPARTMENT OF
WATER RESOURCES

To who it may concern,
I was told recently that I
had to put a water meter in on my well
at the mobile home park I purchased
in 2015.

During that process, I was made
aware that the water rights for it were
never transferred into my name.

I have included the deed and form.
I do not have a map.

Let me know what else
you need from me.

Thanks,

Kaysa Cure

Owner

Beatty Property Management.

(203) 464-7636