

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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MAY 18 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?
65-13542	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: Dinah Jackson

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Terry R. Welch Lisa J. Clark

New owner(s) as listed on the conveyance document

Name connector

☐ and

☐ or

☒ and/or

PO Box 411

Garden Valley

ID

83622

Mailing address

City

State

ZIP

208.781-0460

clarkwelch3@gmail.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: 1994

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: Terry R. Welch

Signature of new owner/claimant

Title, if applicable

Date

3-15-49

- Signature: Lisa J. Clark

Signature of new owner/claimant

Title, if applicable

Date

3-15-49

For IDWR Office Use Only:

Received by JWH

Date 3-19-2020

Receipt No. C108488

Receipt Amt. 25

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 8/7/2020

WHEN RECORDED, MAIL TO:

Mountain America Federal Credit Union
P.O. Box 9001
West Jordan, Utah 84084-9001

Instrument # 252434

IDAHO CITY, BOISE COUNTY, IDAHO
09-28-2016 12:30:41 PM No. of Pages: 8
Recorded for: FIRST AMERICAN - TITLE
MARY T. PRISCO Fee: \$31.00
Ex-Officio Recorder Deputy shirley george
Index to: MORTGAGE
Electronically Recorded by Simplifile

132

5803434

SPACE ABOVE THIS LINE FOR RECORDER USE



MOUNTAIN AMERICA
CREDIT UNION

P.O. Box 9001 • West Jordan, UT 84084-9001

DEED OF TRUST

TO SECURE REAL ESTATE SECURED LOAN NOTE

THIS DEED OF TRUST is made this 21 day of September, 2016, among the Trustor,
TERRY R WELCH AND LILA JO CLARK

(herein "Borrower") FIRST AMERICAN TITLE COMPANY, INC (herein "Trustee"), and the Beneficiary,
MOUNTAIN AMERICA FEDERAL CREDIT UNION a corporation organized and existing under the Laws of the
State of UTAH whose address is 7181 S CAMPUS VIEW DRIVE, WEST JORDAN UT 84084 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and
conveys to Trustee, in trust, with power of sale, the following described property located in the County of
BOISE, State of ID

SEE ATTACHED EXHIBIT "A"
PARCEL# RP06N04E156075

which has the address of 20 GLENNON RANCH ROAD GARDEN VALLEY, ID 83622
(Street)
GARDEN VALLEY ID 83622 (herein "Property Address");
(City) (State and Zip Code)

Parcel Details - RP09N04E156075

Parcel Characteristics:

Assessed Amount:	\$61,412.00	
State Category Code:	12	Enter Search Terms
Acreage:	0.500	
Valuation Method:	LAND BASE	
Description:	Rural Residential Tracts	

Parcel Characteristics: HOUSE

Assessed Amount:	\$89,103.00
State Category Code:	34
Valuation Method:	COST
Description:	Improvements on Land Category

Parcel Characteristics: CABIN/DET GAR

Assessed Amount:	\$44,566.00
State Category Code:	34
Valuation Method:	COST
Description:	Improvements on Land Category
Description Line 1:	T9N R4E SEC 15
Description Line 2:	A PARCEL OF LAND IN SWSW
Description Line 3:	OR TAX 273
Total Acreage:	0.500



Boise County Idaho

Office Hours
8:00 a.m. to 5:00 p.m.
Monday - Friday

Resident Services Visit Boise County Photo Gallery

Online Property Management System

Home Search Address Search Parcel Search Subdivision Feedback

Parcel RP09N04E156075 Detail - 2016

Select Year: 2016 Search

Display as: List Table

Parcel Details Characteristics Tax Information

Parcel Details

Add Favorite Print Page Export Excel Export Word

Road and Bridge
Sheriff
Treasurer
Waste Management

Address: 20 GLENNON RANCH LN

Parcel Characteristics:

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Description Line 3:	OR TAX 273
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For contact information please go to Department pages

Website Developed By Veridom Technology Solutions

Parcel Tax Information - RP09N04E156075

Year:	2015
Assessment Roll:	1
Charges:	\$1,316.94
Interest Date:	8/23/2016
Year:	2014
Charges:	\$1,148.82
Assessment Roll:	3
Charges:	\$10.00
Year:	2013
Charges:	\$1,167.90
Year:	2012
Charges:	\$1,058.87
Year:	2011
Charges:	\$1,233.21
Year:	2010
Charges:	\$1,397.91
Year:	2009
Charges:	\$1,435.94
Year:	2008
Charges:	\$1,446.80
Year:	2007
Charges:	\$1,205.50
Year:	2006
Charges:	\$486.66
Year:	2005
Charges:	\$723.38
Year:	2004
Charges:	\$1,144.10
Year:	2003
Charges:	\$1,070.84
Year:	2002
Charges:	\$1,008.70
Year:	2001
Charges:	\$837.60
Year:	2000
Charges:	\$792.92
Year:	1999
Charges:	\$694.68
Year:	1998
Charges:	\$684.20

Year: 1997
Charges: \$655.74

Boise County Idaho**Office Hours**8:00 a.m. to 5:00 p.m.
Monday - Friday

Resident Services

Visit Boise County

Photo Gallery

Online Property Management System

[Home](#) [Search Address](#) [Search Parcel](#) [Search Subdivision](#) [Feedback](#)

Parcel RP09N04E156075 Detail - 2016

Select Year: 2016 Display as: ☐ List ☒ Table[Parcel Details](#) [Characteristics](#) [Tax Information](#)

Parcel Details

[Add Favorite](#) [Print Page](#) [Export Excel](#) [Export Word](#)**Address: 20 GLENNON RANCH LN**

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DEPT OF WATER RESOURCES

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5803434

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MOUNTAIN AMERICA
CREDIT UNION
P.O. Box 9001 • West Jordan, UT 84084-9001

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TO SECURE REAL ESTATE SECURED LOAN NOTE

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GARDEN VALLEY ID 83622 (herein "Property Address");
(City) (State and Zip Code)

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24. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender also requests that any notice of default of any other encumbrances on this property be mailed to the Lender at P. O. Box 9001, West Jordan, UT 84084-9001.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

LILA JO CLARK Borrower

Borrower

TERRY R WELCH Borrower

Borrower

STATE OF: ID County ss: Baise
On this 21st day of September 2016, personally appeared before me,
TERRY R WELCH AND LILA JO CLARK

the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

My Commission Expires: 7-1-21

Notary Public:

Residing at: Garden Valley, ID

KATE TIMMERMAN
Notary Public
State of Idaho

MACU Employee Name KATE TIMMERMAN
Mountain America Federal Credit Union

NMLS # 1359987
NMLS # 462815

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Rev09/2014. Federally insured by NCUA.

252434

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NOTARY CERTIFICATE

State of ID
County of Boise

On the 21st day of September, 2016 personally appeared before me Lila Jo Clark and Terry Welch
who verified (his/her/their) identity in the form of a Driver's License and whose name(s) are
subscribed to this instrument, and acknowledged that (he/she/they) executed the same.

NOTARY PUBLIC

My Commission Expires: 7-1-21

Residing at: Garden Valley, ID



MAR 23 2020

DEPT OF WATER RESOURCES

EXHIBIT 'A'

File No.: 880-5803434 ()
Property: 20 Glennon Ranch Rd, Garden Valley, ID 83622

A TRACT OF LAND SITUATED IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 4 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND IRON PIPE MONUMENTING THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 15;
THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 15 SOUTH $89^{\circ}24'14''$ WEST A DISTANCE OF 2606.02 FEET TO A FOUND ALUMINUM CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 15 NORTH $00^{\circ}26'02''$ WEST A DISTANCE OF 2619.09 FEET TO A FOUND BRASS CAP MONUMENTING THE WEST $\frac{1}{4}$ CORNER OF SAID SECTION 15; THENCE SOUTH $31^{\circ}25'03''$ EAST A DISTANCE OF 1548.28 FEET TO A SET $\frac{1}{2}''$ STEEL PIN ON THE APPROXIMATE MEAN HIGH WATER LINE OF THE MIDDLE FORK OF THE PAYETTE RIVER, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING; THENCE LEAVING THE APPROXIMATE MEAN HIGHWATER LINE
SOUTH $42^{\circ}42'36''$ EAST A DISTANCE OF 192.64 FEET TO A SET $\frac{1}{2}''$ STEEL PIN; THENCE SOUTH $47^{\circ}17'25''$ WEST A DISTANCE OF 115.58 FEET TO A SET $\frac{1}{2}''$ STEEL PIN; THENCE NORTH $42^{\circ}42'36''$ WEST A DISTANCE OF 185.12 FEET TO A SET $\frac{1}{2}''$ STEEL PIN ON THE APPROXIMATE MEAN HIGH-WATER LINE OF THE MIDDLE FORK OF THE PAYETTE RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE NORTH $43^{\circ}33'56''$ EAST A DISTANCE OF 115.83 FEET TO THE REAL POINT OF BEGINNING.

A.P.N. RP09N04E156075

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DEPT OF WATER RESOURCES



DEED OF TRUST

TO SECURE REAL ESTATE SECURED LOAN NOTE

TOGETHER, with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if the Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's Note dated 9/21/2016 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 225,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10/1/2031; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of the Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, prepayment and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Deed of Trust.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied first, to accrued but unpaid interest; second to the unpaid principal balance of your Loan, third to "Late Charges" as described herein, and finally to collection costs.
3. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust is not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lenders option either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the

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DEPT OF WATER RESOURCES



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DEED OF TRUST
TO SECURE REAL ESTATE SECURED LOAN NOTE

such installments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement or reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon the inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower, in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to the principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Hazardous Substances. Borrower represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal laws, or regulations adopted pursuant to any of the foregoing. Borrower authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. In addition, Borrower represents and warrants that the Property does not contain urea formaldehyde foam insulation or urea formaldehyde resin in violation of any state laws. Borrower hereby

MAR 13 2020

DEPT OF WATER RESOURCES


MOUNTAIN AMERICA
CREDIT UNION

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DEED OF TRUST
TO SECURE REAL ESTATE SECURED LOAN NOTE

releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Deed of Trust.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of Deed of Trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, then all the sums secured by this Deed of Trust shall be immediately due and payable. The loan which is secured by this Deed of Trust is NOT Assumable.

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

19. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due and sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the

RECEIVED

MAR 23 2020

DEPT OF WATER RESOURCES



MOUNTAIN AMERICA
CREDIT UNION

P.O. Box 9001 • West Jordan, UT 84084-9001

DEED OF TRUST
TO SECURE REAL ESTATE SECURED LOAN NOTE

notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and those remedies permitted by applicable law may be invoked. Lender shall be entitled to collect all reasonable cost and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied, the Recitals in the Trustee's deed shall be prima facie evidence of the truth of the statement made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

20. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, (By reason of Borrower's Failure to make payments as agreed), Borrower shall have the right to have such proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had not acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

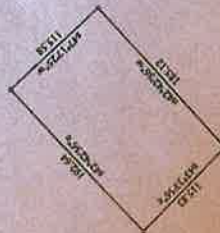
Page 5 of 8

03/09/2020 9:11 AM

Page 5 of 6

SCAN

Tide:	
Scale: 1 inch = 100 feet	
File:	
Tract 1: 0.501 Acres: 21831 Sq Feet. Closure = 906.2228w 0.01 Feet. Precision = 1/85779; Fortimeter = 609 Feet	
001=42.4236d 192.64	
002=47.1725w 115.58	
003=42.4236w 185.12	
004=43.3356d 115.83	



RECEIVED
MAR 23 2020
DEPT OF WATER RESOURCES

 Fidelity National Title

Escrow No.: 34602016788-CH

Instrument # 268011
IDAHO CITY, BOISE COUNTY, IDAHO
06-10-2020 13:04:06 PM No. of Pages: 2
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
MARY T. PRISCO Fee: \$15.00
Ex-Officio Recorder Deputy shirley george
Index to: DEEDS
Electronically Recorded by Simplifile

RECEIVED

AUG 05 2020

DEPT OF WATER RESOURCES

AT-479742

WARRANTY DEED

FOR VALUE RECEIVED

Terry R. Welch and Lila Jo Clark, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

William Arlen Byrd and Laura Elizabeth Byrd, husband and wife

GRANTEE(S), whose current address is: PO Box 529, Garden Valley, ID 83622

the following described real property in Boise County, Idaho, more particularly described as follows, to wit:

See attached legal description

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 5th day of June, 2020.



Terry R. Welch



Lila Jo Clark

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 5th day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry R. Welch and Lila Jo Clark 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.

Signature: 

Name:

Residing at: EXETER, ID

My Commission Expires: 7/29/2024

(SEAL)

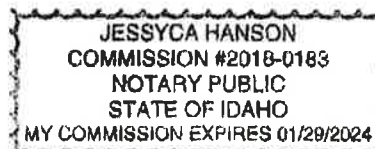


EXHIBIT A

Order No.: 34602018786

Title No.: 479742

Parcel I:

A tract of land situated in the Southwest Quarter of Section 15, Township 9 North, Range 4 East, Boise Meridian, Boise County, Idaho, described as follows:

Commencing at a found iron pipe monumenting the South Quarter corner of said Section 15; thence along the Southerly line of said Section 15

South 89°24'14" West a distance of 2606.02 feet to a found aluminum cap monumenting the Southwest corner of said Section 15;

thence along the Westerly line of said Section 15

North 00°26'02" West a distance of 2619.09 feet to a found brass cap monumenting the West Quarter

corner of said Section 15; thence

South 31°25'03" East a distance of 1548.28 feet to a set ½" steel pin on the approximated mean high

water line of the middle fork of the Payette River, said point also being the REAL POINT OF BEGINNING; thence leaving the approximate mean high water line

South 42°42'36" East a distance of 192.64 feet to a set ½" steel pin; thence

South 47°17'25" West a distance of 115.58 feet to a set ½" steel pin; thence

North 42°42'36" West a distance of 185.12 feet to a set ½" steel pin on the approximate mean high water

line of the middle fork of the Payette River; thence along said mean high water line

North 43°33'56" East a distance of 115.83 feet to the REAL POINT OF BEGINNING.

Parcel II:

Together with a thirty (30) foot permanent and perpetual easement for ingress and egress as disclosed in a

Grant of Easement recorded February 5, 1986 as Instrument No. 119562.



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 07, 2020

TERRY R WELCH
LILA J CLARK
PO BOX 411
GARDEN VALLEY ID 83622-0411

RE: Change in Ownership: 65-13542

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on March 19, 2020 for the above referenced water rights. The Notice could not be processed because documentation in the form of a Deed of Trust is not considered sufficient to show evidence of ownership.

On March 20, 2020 the Department requested documentation showing evidence of ownership in the form of a warranty deed from you. On March 21, 2020 the same Deed of Trust was provided. The Department then requested evidence of ownership documentation from Boise County. On August 5, 2020 Boise County supplied the Department with a Warranty Deed showing you have sense sold the property the water right above is appurtenant to. A Warranty Deed is considered sufficient evidence of ownership.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25.00 has been requested and will be mailed to Terry R Welch & Lila J Clark 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) 287-4945.

Sincerely,

A handwritten signature in cursive script that reads "Amanda Johnson-Veibell".

Amanda Johnson-Veibell
Technical Records Specialist 1

Enclosure(s)

From: Veibell, Amanda
To: [IdwrPayable](#)
Subject: Refund C108488
Date: Thursday, August 6, 2020 3:13:00 PM

Good Afternoon.

Please issue a refund for receipt C108488 for \$25.00 to Terry R Welch and Lila J Clark for the return of an ownership change.

Terry R Welch
Lila J Clark
PO Box 411
Garden Valley, ID 83622

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: Shirley George <shirleygeorge@co.boise.id.us>
Sent: Wednesday, August 5, 2020 10:03 AM
To: Veibell, Amanda
Subject: Deed
Attachments: 08052020100210.pdf

Have a great day!

*Shirley George, Deputy Recorder
Boise County Clerk's Office
208-392-4431, extension 120
420 Main Street/Box 1300
Idaho City, Idaho 83631
sgeorge@co.boise.id.us*



CONFIDENTIALITY NOTICE: This email is intended only for the personal and confidential use of the individual(s) named as recipients and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. It may contain information that is privileged, confidential and/or protected from disclosure under applicable law including, but not limited to, the attorney client privilege and/or work product doctrine. If you are not the intended recipient of this transmission, please notify the sender immediately by telephone. Do not deliver, distribute or copy this transmission, disclose its contents or take any action in reliance of the information it contains.

Veibell, Amanda

From: Veibell, Amanda
Sent: Tuesday, July 14, 2020 4:37 PM
To: 'cjuszcza@co.boise.id.us'
Subject: RE: Deed request

Good Afternoon,

As a follow up to the below request, are you able to provide me with the deeds for the property below?

Thank you.

Amanda Johnson-Veibell

208-287-4945

From: Veibell, Amanda
Sent: Tuesday, March 24, 2020 9:07 AM
To: 'cjuszcza@co.boise.id.us' <cjuszcza@co.boise.id.us>
Subject: Deed request

Good Morning,

Idaho Dept. of Water Resources recently received a change of ownership request to change the water right ownership for land owned by Terry R Welsh and Lila J Clark; RP09N04E156075, Legal Address at T9N R4E SEC 15, A PARCEL OF LAND IN SWSW, OR TAX 273. Would you be able to provide me with the recorded deeds on this property?

Any help would be greatly appreciated.

Amanda Veibell

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

Veibell, Amanda

From: Jody Clark/Terry Welch <clarkwelch3@gmail.com>
Sent: Saturday, March 21, 2020 11:58 AM
To: Veibell, Amanda
Subject: Re: Change in Ownership: 65-13542

Hi Amanda/

Did the forms I sent sent fulfill the requirement you needed? Let me know. I called the assessor yesterday, and was directed to Records. I had to leave a message, and they didn't return my call, and then our realtor brought over our files.

I appreciate your assistance.

Lila Clark

On Fri, Mar 20, 2020 at 12:53 PM Veibell, Amanda <Amanda.Veibell@idwr.idaho.gov> wrote:

TERRY R WELCH

PO BOX 411

GARDEN VALLEY ID 83622-0411

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:

☒ 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

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 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: Friday, March 20, 2020 12:53 PM
To: 'clarkwelch3@gmail.com'
Subject: Change in Ownership: 65-13542

TERRY R WELCH
PO BOX 411
GARDEN VALLEY ID 83622-0411

Dear Interested Parties:

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

Sincerely,

Amanda Veibell

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