

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 27 2020

Notice of Change in Water Right Ownership Department of Water Resources Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes" If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
22-14137 < 22-14137	Yes <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
22-14156 < 22-14156	Yes <input checked="" 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: Frank Seay & Kimberley Seay  
Name of current water right holder/claimant

3. New Owner(s) Claimant(s): Helen Seay McGrath & Neal McGrath  
New owner(s) as listed on the conveyance document

3266 Cache Vista Drive Tetonia Id 83452  
Mailing address City State ZIP

208-757-2743 (Neal) or 208-270-1014 (Helen) neal4real@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: \_\_\_\_\_
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: Helen Seay McGrath Title, if applicable \_\_\_\_\_ Date 4-23-2020  
Signature of new owner claimant

Signature: Neal McGrath Title, if applicable \_\_\_\_\_ Date 4-23-2020  
Signature of new owner claimant

**For IDWR Office Use Only:**  
 Received by CH Date 4/27/2020 Receipt No. E045843 Receipt Amt. \$200  
 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 BN Processed by BN Date 6/9/20

SUPPORT DATA

IN FILE # 22-14137

# QUITCLAIM DEED

**FOR VALUE RECEIVED,**

**Frank R Seay and Kimberly Seay, husband and wife**

The grantor's, do(es) hereby grant, convey, release, remise, transfer and forever quitclaim unto

**Neal B McGahee and Helen S McGahee, husband and wife**

Whose current address is: 3266 Cache Vista Drive, Teton, ID 83452

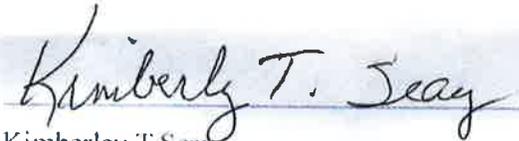
The following described:

**ONE (1) Acre of primary ground water rights NO. 22-14156 as modified by Transfer No. 80115.**

TO HAVE AND TO HOLD the said water rights, unto the said grantees, heirs and assigns forever

Dated, May 20 2020

  
Frank R Seay

  
Kimberley T Seay

On this 20 day of May 2020, before me, Cory Blankinship a Notary Public in and for said state, personally appeared Frank R Seay (Power of Attorney) to Kimberly T Seay, known or identified to me to be the person(s) whose names(s) is/are subscribed to within Instrument and acknowledged to me that he/she/they 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.

  
Notary Public for the State of GA  
Residing at: Pickens  
Commission Expires: 03-19-2023





Instrument # 258628  
TETON COUNTY, IDAHO  
02-06-2020 09:30:00 No. of Pages: 1  
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE  
KIM KEELEY Fee: \$10.00  
Ex-Officio Recorder Deputy, Kim Keeley  
Index to: RELEASE

Customer Reference No:  
ATEC Reference No. 340222 Scay

### DEED OF RECONVEYANCE

Pursuant to a written request made by the beneficiary, the undersigned, as trustee in the deed of trust executed by  
**Helen Elizabeth Seay, an unmarried woman , Grantor to Frank R. Seay and Kimberly T. Seay, Beneficiary** recorded 11/15/2017 as Instrument No. 248151 Records of Teton County, ID, does hereby GRANT and RECONVEY unto the parties LEGALLY ENTITLED THERETO, without warranty, all the estate and interest derived to the trustee under said deed of trust, in the lands therein described.

Alliance Title & Escrow Corp.

February 5, 2020

By

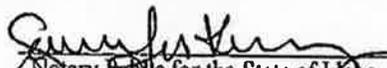
  
Brian Gibson

State of Idaho )  
                  )ss.  
County of        )

On this 6<sup>th</sup> Day of February 2020, before me, a Notary Public in and for said state, personally appeared Brian Gibson known to me to be the Manager/Vice President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, executed the foregoing in said Corporation name.

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



  
Notary Public for the State of Idaho  
Residing at: Victor, ID  
Commission Expires: March 14, 2023



## QUITCLAIM DEED

ATEC ORDER NO.: 340222

**FOR VALUE RECEIVED,**

**Helen Seay McGahee, who took title as Helen E. Seay an unmarried woman**

do(es) hereby convey, release, remise and forever quitclaim unto

**Neal Bernard McGahee and Helen Seay McGahee Husband and Wife**

whose current address is: 3266 Cache Vista Drive, Tetonia, ID 83452

the following described premises:

Part of the Southwest Quarter Northeast Quarter Section 5, Township 5 North, Range 45 East, B.M. Teton County, Idaho, being further described as:

From the North Quarter corner of said Section 5, South 00°10'53" West, 2052.72 feet and North 85°20'23" East, 1214.97 feet to the point of beginning;

Thence North 00°41'55" West, 344.82 feet to a point;

Thence North 56°26'41" West, 274.84 feet to a point;

Thence North 42°58'32" East, 126.01 feet to a point;

Thence North 70°12'47" East, 263.46 feet to a point;

Thence South 00°41'55" East, 669.28 feet to a point;

Thence South 85°20'23" West, 109.08 feet to the point of beginning.

Less and except the lands conveyed in deed recorded on December 23, 2013, in Instrument No. 230886. This being the same property conveyed to Kimberly T. Seay, a married woman, dated November 13, 2013 and recorded on November 14, 2013 in Instrument No. 230437, in the Teton County Recorders Office.

**SUBJECT TO** a 30-foot road and utility easement as described in Instrument No. 128970 recorded in Teton County, Idaho.

**FURTHER SUBJECT TO** all existing patent reservations, easements, rights of ways, protective and restrictive covenants, zoning ordinances and applicable building codes, laws and regulations.

**FURTHER SUBJECT TO A SCENIC VIEW EASEMENT** for the benefit of Grantors, Grantors' heirs, successors and assigns, under which Grantee, Grantee's heirs, successors and assigns shall not construct or install any building whatsoever, and may not construct or install any other improvement exceeding six (6) feet in height, including but not limited to landscaping and fencing, on that portion of the Granted Parcel that is described as:

An approximately 109 foot wide scenic easement across the Southern 225 feet of Parcel 2 as shown on AW Engineering Plat Instrument # 163782 as filed in Teton Co., Idaho in Section 5, Twp. 5 N., Rng. 45 E., Boise Meridian. The scenic easement being further described as:

Commencing at the Southwest corner of said Parcel 2, which lies S 00°10'53" E, 2052.72 feet and N 85°20'23" E, 1214.97 feet from the North quarter corner of said Section 5;  
Thence North 00°41'55" West, 225.00 feet;  
Thence East 108.83 feet;  
Thence South 00°41'55" East, 216.14 feet;  
Thence South 85°25'23" West, 109.08 feet to the point of beginning.

Encumbers approximately 0.55 acres.

The above described scenic view easement shall run with the land for the benefit of the following described real property retained by Grantors and located in Teton County, Idaho and further described as:

Part of the Southwest Quarter of the Northeast Quarter of Section 5, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the North Quarter corner of said Section 5, South 00°10'53" East, 2052.72 feet and North 85°20'23" East, 496.32 feet to the point of beginning; thence North 04°36'24" West, 33.86 feet to a point; thence North 42°58'32" East 712.57 feet to a point; thence South 56°26'41" East 274.84 feet to a point; thence South 00°41'55" East 344.82 feet to a point; thence South 85°20'23" West 718.65 feet to the point of beginning.

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

Dated: April 3, 2020

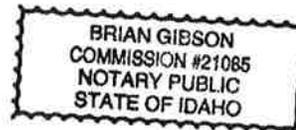
*Helen Seay McGahee*  
\_\_\_\_\_  
Helen E. Seay NKA Helen Seay  
McGahee

State of Idaho ) ss  
County of Teton)

On this 3 day of April, 2020, before me, *Brian Gibson*, a Notary Public in and for said state, personally appeared Helen Seay McGahee AKA Helen Seay, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they 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.

*Brian Gibson*  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Teton County, ID  
Commission Expires: 4/16/25



This instrument filed  
as an accommodation only.  
It has not been examined  
as to it's execution, insurability  
or effect on title.



## WARRANTY DEED

Alliance Title & Escrow Corp. Order No.: 473288

### FOR VALUE RECEIVED

**Frank R Seay and Kimberly T Seay, husband and wife**

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

**Michael E Salyers and Margaret M Salyers, husband and wife**

whose current address is

**PO Box 18  
Victor, ID 83455**

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

**Part of the Southwest Quarter of the Northeast Quarter of Section 5, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as:**

**From the North Quarter corner of said Section 5,  
South 00°10'53" East, 2052.72 feet and  
North 85°20'23" East, 496.32 feet to the Point of Beginning; thence  
North 04°36'24" West, 33.86 feet to a point; thence  
North 42°58'32" East 712.57 feet to a point; thence  
South 56°26'41" East 274.84 feet to a point; thence  
South 00°41'55" East 344.82 feet to a point; thence  
South 85°20'23" West 718.65 feet to the Point of Beginning.**

**EXCEPTING THEREFROM One (1) acre of primary ground water rights No. 22-14156 as modified by Transfer No. 80115.**

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: March 26, 2020

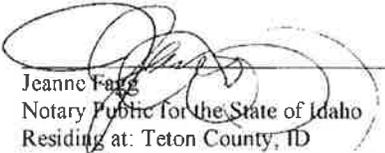
  
Frank R Seay

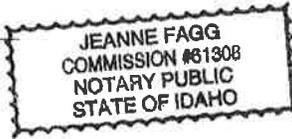
KIMBERLY T. SEAY, by Frank R. Seay, her ATTORNEY IN FACT,  
Kimberly T. Seay by Frank R. Seay, her attorney in fact

State of Idaho } ss  
County of Teton }

On this 30th day of March, 2020, before me, Jeanne Fagg, a Notary Public in and for said state, personally appeared Frank R. Seay, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they 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.

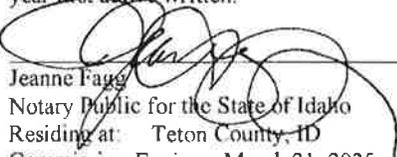
  
Jeanne Fagg  
Notary Public for the State of Idaho  
Residing at: Teton County, ID  
Commission Expires: March 21, 2025

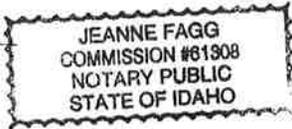


State of Idaho } ss.  
County of Teton }

On this 30th day of March 2020 before me, Jeanne Fagg a Notary Public in and for said state, personally appeared Frank R. Seay known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Kimberly T. Seay, and acknowledged to me that he subscribed the name of Kimberly T. Seay, as principal and his/her own name as Attorney-in-fact.

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

  
Jeanne Fagg  
Notary Public for the State of Idaho  
Residing at: Teton County, ID  
Commission Expires: March 21, 2025



**Instrument # 248151**

TETON COUNTY, IDAHO

11-15-2017 02:25:34 PM No. of Pages: 4

Recorded for BOB SEALY

MARY LOU HANSEN

Fee: 45.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST



After recording please return to:

Bob and Kimberly Seay  
PO Box 12  
Tetonia, ID 83452

## DEED OF TRUST

THIS DEED OF TRUST, Made this BETWEEN **Helen Elizabeth Seay an unmarried woman** herein called **GRANTOR**, whose address is: 3266 Cache Vista Drive Tetonia, ID 83452 AND **Kimberly T. Seay** herein called **TRUSTEE**, AND , **Frank R. Seay and Kimberly T. Seay** herein called **BENEFICIARY**, whose address is PO Box 12, Tetonia, ID 83452

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 eighty acres:

**Part of the Southwest Quarter Northeast Quarter Section 5, Township 5 North, Range 45 East, B.M. Teton County, Idaho, being further described as:**

**From the North Quarter corner of said Section 5, South 00°10'53" West, 2052.72 feet and North 85°20'23" East, 1214.97 feet to the point of beginning;**

**Thence North 00°41'55" West, 344.82 feet to a point;**

**Thence North 56°26'41" West, 274.84 feet to a point;**

**Thence North 42°58'32" East, 126.01 feet to a point;**

**Thence North 70°12'47" East, 263.46 feet to a point;**

**Thence South 00°41'55" East, 669.28 feet to a point;**

**Thence South 85°20'23" West, 109.08 feet to the point of beginning.**

**Less and except the lands conveyed in deed recorded on December 23, 2013, in Instrument No. 230886. This being the same property conveyed to Kimberly T. Seay, a married woman, dated November 13, 2013 and recorded on November 14, 2013 in Instrument No. 230437, in the Teton County Recorders Office.**

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 **\$35,000.00**, with final payment due: February 1, 2027 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

and without releasing Grantor from any obligations 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 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 therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to 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 and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect 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 attorney's fees, upon and 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 of invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee 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

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 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 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 obligations 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 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 therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: Reconvey all or any part of said property; consent to 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 and said note to Trustee for cancellation and retention upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The Grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect 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 attorney's fees, upon and 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 of invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated. Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may

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 feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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

Grantor at his address hereinbefore set forth.

Helen Elizabeth Seay 2/3/2017  
Helen Elizabeth Seay

State of Idaho } ss  
County of Teton }

On this day of February, 3, 2017 before me, Stephanie Thalín,  
a Notary Public in and for said state, personally appeared, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they 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.

[Signature]

Notary Public for the State of Idaho  
Residing at: 1511 Main Driggs ID  
Commission Expires: Sep 11, 2026





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](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

June 16, 2020

NEAL MCGAHEE  
3266 CACHE VISTA DR  
TETONIA ID 83452-5031

Re: Change in Water Right Ownership: 22-14137 (Split into 22-14137 and 22-14380) and 22-14156  
(Split into 22-14156 and 22-14381)

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: FRANK R SEAY  
KIMBERLY T SEAY