

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 08 2019

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-11332	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Theda North or Theda Downing
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Christopher Emmett Doyle
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

25895 Weeping Willow St Middleton ID 83644
Mailing address City State ZIP
208-965-7932 none
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: 5-31-2019

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 • \$25 per *undivided* water right.
 • \$100 per *split* water right.
 • No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] 7-3-19
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 KT Date 7/8/19 Receipt No. W047575 Receipt Amt. 25⁰⁰
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 [Signature] Approved by KT Processed by KT Date 9/13/19

2019-025021
RECORDED
06/07/2019 03:49 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 DLSTEPHENS \$15.00
TYPE: DEED
ALLIANCE TITLE - BOISE PRODUCTION
ELECTRONICALLY RECORDED

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:436753

FOR VALUE RECEIVED

Theda North, an unmarried woman, aka Theda L. Downing

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

Christopher Emmett Doyle, an unmarried man

whose current address is

**25895 Weeping Willow Street
Middleton, ID 83644**

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

The North Half of the South Half of Tract 19 of Lansing Heights Estates, according to the official plat thereof, filed in Book 12 of Plats at Page(s) 8, records of Canyon County, Idaho.

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

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

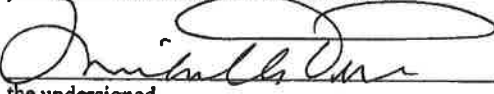
Dated: May 29, 2019


Theda North

State of Idaho } ss
County of Ada }

On this 30 day of May, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Theda North, 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.


the undersigned
Notary Public for the State of Idaho
Residing at:
Commission Expires:

Commission Expires: 05/31/2023
Residing in: Boise, Idaho

MICHELLE TURNER
COMMISSION #44408
NOTARY PUBLIC
STATE OF IDAHO

After recording please return to:

ATEC Order No. 436753

2019-025022

RECORDED

06/07/2019 03:49 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=3 DLSTEPHENS

\$45.00

TYPE: MTG D OF T

ALLIANCE TITLE - BOISE PRODUCTION

ELECTRONICALLY RECORDED

DEED OF TRUST

THIS DEED OF TRUST, Made this May 30, 2019 BETWEEN Christopher Emmett Doyle, an unmarried man herein called GRANTOR, whose address is: 25895 Weeping Willow Street Middleton, ID 83644 AND Alliance Title & Escrow Corp., herein called TRUSTEE, AND Theda North, an unmarried woman, herein called BENEFICIARY, whose address is 9519 W. Anderson Rd., Cheney, WA 99004.

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 Canyon, State of Idaho, described as follows and containing not more than eighty acres:

The North Half of the South Half of Tract 19 of Lansing Heights Estates, according to the official plat thereof, filed in Book 12 of Plats at Page(s) 8, records of Canyon County, Idaho.

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 \$415,000.00, with final payment due: September 30, 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 any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In Addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure 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 determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

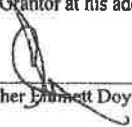
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the 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.

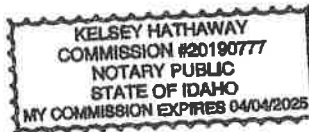

Christopher Emmett Doyle

State of Idaho } ss
County of Ada }

On this 1st day of June, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher Emmett Doyle, 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.


the undersigned
Notary Public for the State of Idaho
Residing at: Eagle, ID
Commission Expires: 4/4/25



Inst 9406322

Warranty Deed

Case # 39395

For Value Received PARCEL I: Kevin Gene Benham and Lynda Sue Benham, Husband and Wife

PARCEL II. Lynda S. Benham, who acquired title as Lynda S. Evans, subject to the community interest of her spouse, Kevin Gene Benham the grantor s, does hereby grant, bargain, sell and convey unto Derald B. Downing and Theda L. Downing, husband and wife

whose current address is 26286 Gail Lane , Middleton, Idaho 83644

the grantee s, the following described premises, in Canyon County Idaho, to wit:

See "EXHIBIT A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantor s do es hereby covenant to and with the said Grantee s, that t he y the owner s in fee simple of said premises; that they are free from all incumbrances

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

Dated: February 25, 1994

Kevin Gene Benham
Kevin Gene Benham

Lynda Sue Benham
Lynda Sue Benham

STATE OF IDAHO, COUNTY OF Canyon

On this 28th day of February , 19 94 before me, a notary public in and for said State, personally appeared

Kevin Gene Benham
Lynda Sue Benham

known to me to be the person s whose name s subscribed to the within instrument, and acknowledged to me that they executed the same.

Kimberlie S. Carter
Residing at Boise , Idaho
Comm. Expires 06/22/95

Notary Public

"EXHIBIT A"

PARCEL I. South One-Half of the North One-Half of Tract 19, LANSING HEIGHTS ESTATES, Canyon County, Idaho, according to the plat filed in Book 12 of Plats, Page 8, records of said County.

PARCEL II. The North One-Half of the South One-Half of Tract 19, of LANSING HEIGHTS ESTATES, Canyon County, Idaho, according to the plat filed in Book 12 of Plats, Page 8, records of said County.

9406322

RECORDED

'94 FEB 28 PM 4 04

RED FERR

CANYON COUNTY RECORDER

BY

C. R. R. R.

PIONEER — NAMPA

TYPE *Steel* FEE *6.00*



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

August 27, 2019

CHRISTOPHER E DOYLE
25895 WEEPING WILLOW ST
MIDDLETON ID 83644-5252

RE: Water Right Change in Ownership No(s): 63-11332

Dear Interested Parties:

The Department of Water Resources (Western) acknowledges receipt of your Notice of Change in Water Right Ownership. 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 including a legal description of the property.

During our review of the documentation you submitted we found that there only a deed of trust was given to show ownership going to Christopher Emmett Doyle. This type of document is valid proof of ownership of the land and a deed such as a warranty deed including a legal description of the property location is required to show ownership of the land and water right.

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 (9/27/19) 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 (208) 334-2190.

Sincerely,

Kensie Thorneycroft
Office Specialist 2



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

September 13, 2019

CHRISTOPHER E DOYLE
25895 WEEPING WILLOW ST
MIDDLETON ID 83644-5252

Re: Change in Ownership for Water Right No(s): 63-11332

Dear Water Right Holder(s):

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

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) 334-2190.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kensie Thorneycroft'.

Kensie Thorneycroft
Office Specialist 2

Enclosure(s)