

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 27 2016

Notice of Change in Water Right Ownership

DEPT OF WATER RESOURCES
SOUTHERN 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?
37-22119	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<i>split # 37-23014</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Peter Carse and Amy Carse Revocable Living Trust Agreement
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): David E. Town and Debra A. Town
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 5 Quigley Land Hailey ID 83333
Mailing address City State ZIP
208-788-3053 debtown54@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.

SUPPORT DATA

IN FILE # 37-22119

8. Signature: David E. Town 6-24-16
Signature of new owner/claimant Title, if applicable Date
Signature: Debra A. Town 6-24-16
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by DM Date 6-27-2016 Receipt No. 5035549 Receipt Amt. \$100 -
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 _____

SVTC Order No. 01-17101

QUITCLAIM DEED

For Value Received David Town and Debra Town, also shown of record as David E. Town Debra A. Town, husband and wife

Do hereby convey, release, remise and forever quitclaim unto

David E. Town and Debra A. Town, husband and wife

Whose current address is PO Box 1473
Hailey, ID 83333

Instrument # 457759

HAILEY, BLAINE, IDAHO

2001-11-13

02:41:00 No. of Pages: 1

Recorded for : SUN VALLEY TITLE

MARSHA RIEMANN

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

the following described premises, to-wit:

Lot 8, of a REPLAT OF LOTS 4 and 5, MARVIN GARDENS NO. 1 SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded April 5, 1988, as Instrument No. 293527, records of Blaine County, Idaho.

Together with their appurtenances.

Dated: November 5, 2001

David E. Town
David E. Town

Debra A. Town
Debra A. Town

State of: Idaho

County of: Blaine

On this 6th day of Nov 2001, before me, a Notary Public in and for said State, personally appeared David E. Town and Debra A. Town known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Carolyn David
Notary Public

Residing at: Hailey

Comm. Expires: 3/14/2003



After Recording Return To:

PIONEER FEDERAL CREDIT UNION
250 WEST 3RD SOUTH
MOUNTAIN HOME, IDAHO 83647

Loan Number: 10000221

[Space Above This Line For Recording Data]

95524AM

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JUNE 15, 2016, together with all Riders to this document.

(B) "Borrower" is DAVID E. TOWN AND DEBRA A. TOWN, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is PIONEER FEDERAL CREDIT UNION

Lender is a FEDERAL CREDIT UNION

organized

and existing under the laws of IDAHO

Lender's address is 250 WEST 3RD SOUTH, MOUNTAIN HOME, IDAHO 83647

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is AMERITITLE, INC.
PO BOX 188, KETCHUM, IDAHO 83340

(E) "Note" means the promissory note signed by Borrower and dated JUNE 15, 2016

The Note states that Borrower owes Lender ONE HUNDRED THIRTY-EIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 138,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2046

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

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

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| ☐ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☒ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☐ Other(s) [specify] |

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of

BLAINE :
[Name of Recording Jurisdiction]

LOT 8 IN BLOCK 1 OF A REPLAT OF LOTS 4 AND 5 OF MARVIN GARDENS
NO. 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED AS INSTRUMENT NO. 293527, RECORDS OF BLAINE COUNTY,
IDAHO.
A.P.N.: RP004020010080

which currently has the address of 5 QUIGLEY LANE

BLAINE COUNTY
[City]

, Idaho

83333
[Zip Code]

[Street]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

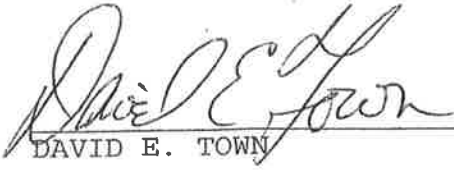
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
DAVID E. TOWN -Borrower

 (Seal)
DEBRA A. TOWN -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

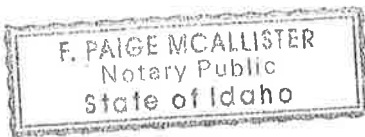
[Space Below This Line For Acknowledgment]

State of IDAHO)
) ss.
County of BLAINE)

On this 15th day of June, in the year of 2016, before me,

F. Paige McAllister, personally appeared
DAVID E. TOWN AND DEBRA A. TOWN

known or identified to me (or proved to me on the oath of _____),
to the person whose name is subscribed to the within instrument, and acknowledged to me that ~~he~~ she executed
the same.



(SEAL)

F. Paige McAllister
Notary Public

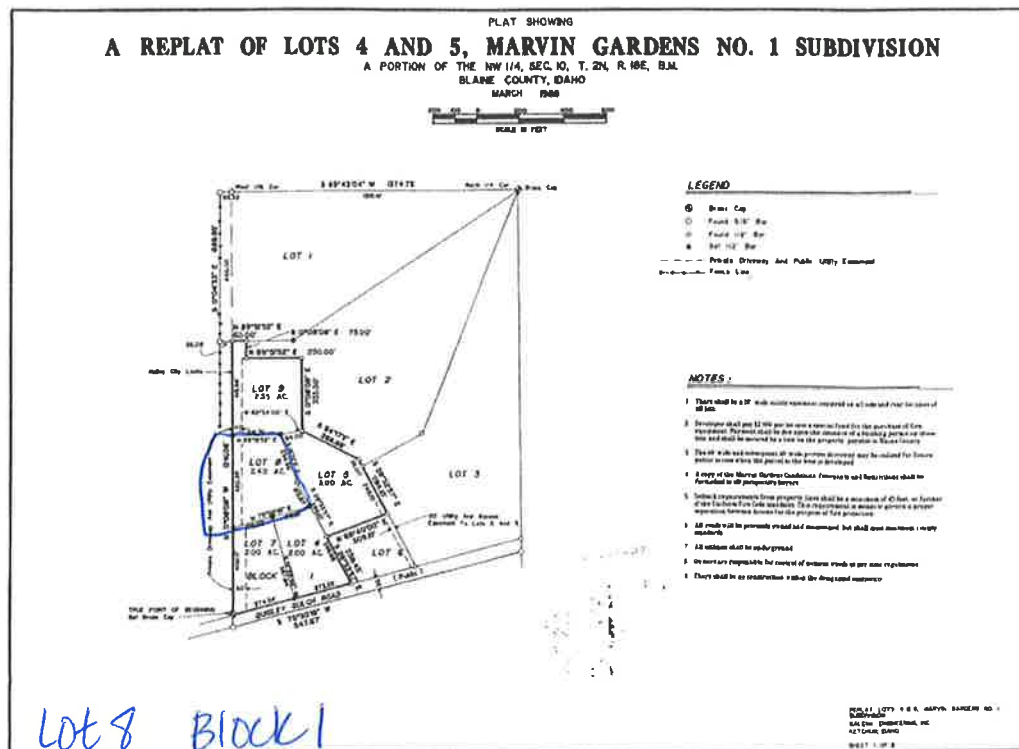
My commission expires on: 1/31/19

Loan Originator: BRITNEY SPIKER, NMLSR ID 668627
Loan Originator Organization: PIONEER FEDERAL CREDIT UNION, NMLSR ID 1122574

IDAHO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3013 1/01 (rev. 7/08) Page 14 of 14

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www.docmagic.com

Plat Map - Page 1





State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 21, 2016

DAVID TOWN
DEBRA TOWN
5 QUIGLEY LN
HAILEY ID 83333

Re: Change of Ownership/Split of Water Right 37-22119
Split into 37-22119 (Carse) and 37-23014 (Town)

Dear Water Right Holder(s):

The Department acknowledges receipt of correspondence splitting ownership of the above referenced water rights. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure