

RECEIVED
AUG 12 2016
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
78-10067	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: Leonard M. Wallace and Sheryl K. Wallace
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Michael Wallace; Eulla ("Sissy") Wallace
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 3288 Wallace Lane New Meadows ID 83654
Mailing address City State ZIP
- 208-315-1212 4_mykids@frontiernet.net
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: January 2, 2001
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: Michael Wallace Michael Wallace 8-8-16
Signature of new owner/claimant Title, if applicable Date
- Signature: Eulla Wallace Eulla ("Sissy") Wallace 8-8-16
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 8/12/16 Receipt No. W044507 Receipt Amt. \$25.00

Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 [Signature] Approved by _____ Processed by _____ Date _____

INSTRUMENT NO. **99257**
PAGE 1 OF 1

INFORMATION REQUESTED BY:

Sterling Savings Bank

900 Second St

McCall, ID 83638

WHEN RECORDED MAIL TO:

Sterling Savings Bank
Consumer Loan Servicing
PO Box 2224
Spokane, WA 99201

Instrument # 99257

COUNCIL, ADAMS, IDAHO

2001-01-09 01:58:10 No. of Pages: 6

Recorded for: TIMBERLINE TITLE & ESCROW

MICHAEL FISK

Fee: 18.00

Ex-Officio Recorder Deputy

Index to: DEED OF TRUST

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated January 2, 2001, among MICHAEL C WALLACE and EULLA C WALLACE, HUSBAND AND WIFE ("Grantor"); Sterling Savings Bank, whose address is McCall, 900 Second St, McCall, ID 83638 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and TIMBERLINE TITLE AND ESCROW, whose address is PO BOX 6, COUNCIL, ID 83612 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ADAMS County, State of Idaho:

TRACT 1: TOWNSHIP 19 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADAMS COUNTY, IDAHO. SECTION 8: A PARCEL OF LAND SITUATED IN THE NE1/4SE1/4 AND THE SE1/4SE1/4 MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN ALUMINUM CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16 AND 17, TOWNSHIP 19 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADAMS COUNTY, IDAHO; THENCE NORTH 00° 27' 23" WEST 1272.31 FEET ALONG A LINE COMMON TO SAID SECTIONS 8 AND 9; THENCE NORTH 89° 32' 24" WEST 247.33 FEET TO AN EXISTING FENCE LINE THE REAL POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 32' 24" WEST 522.20 FEET ALONG SAID EXISTING FENCE LINE; THENCE NORTH 00° 17' 00" EAST 417.40 FEET ALONG SAID EXISTING FENCE LINE; THENCE SOUTH 89° 32' 24" EAST 522.20 FEET ALONG SAID EXISTING FENCE LINE; THENCE SOUTH 00° 17' 00" WEST 417.40 FEET ALONG SAID EXISTING FENCE LINE TO THE REAL POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: COMMENCING AT THE CORNER COMMON TO SECTION 8, 9, 16 AND 17 SAID TOWNSHIP AND RANGE; THENCE NORTH ALONG THE EAST LINE OF SECTION 8, A DISTANCE OF 1,320.00 FEET TO A POINT; THENCE WEST 369 FEET TO THE REAL POINT AND PLACE OF BEGINNING; THENCE WEST 208 FEET TO A POINT; THENCE NORTH 208 FEET TO A POINT; THENCE EAST 208 FEET TO A POINT; THENCE SOUTH 208 FEET TO THE REAL POINT OF BEGINNING. ALSO EXCEPTING THEREFROM THE COUNTY ROAD RIGHT OF WAY AS NOW ESTABLISHED.

The Real Property or its address is commonly known as 3288 WALLACE LN, NEW MEADOWS, ID 83654. The Real Property tax identification number is RP19N02E084800A.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY EITHER IS NOT MORE THAN FORTY (40) ACRES IN AREA OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

81039

INSTR

BOOK NO. 99257

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DEED OF TRUST
(Continued)

700612036

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all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means TIMBERLINE TITLE AND ESCROW, whose address is PO BOX 6, COUNCIL, ID 83612 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Michael C. Wallace
MICHAEL C WALLACE, individually

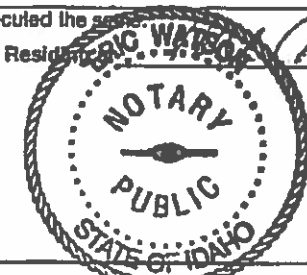
x Eulla C Wallace
EULLA C WALLACE, individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IdahoCOUNTY OF Valley)))
SS)

On this 2nd day of Jan, in the year 20 01, before me Eric Watson, a notary public in and for the State of Idaho, personally appeared MICHAEL C WALLACE and EULLA C WALLACE, known or identified to me (or proved to me on the oath of Eric Watson), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho

My commission expires 2/27/04

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: Trustee Sewell, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: March 11, 2004

Beneficiary: STERLING SAVINGS BANK
By: Custom Services
Its: Team Services

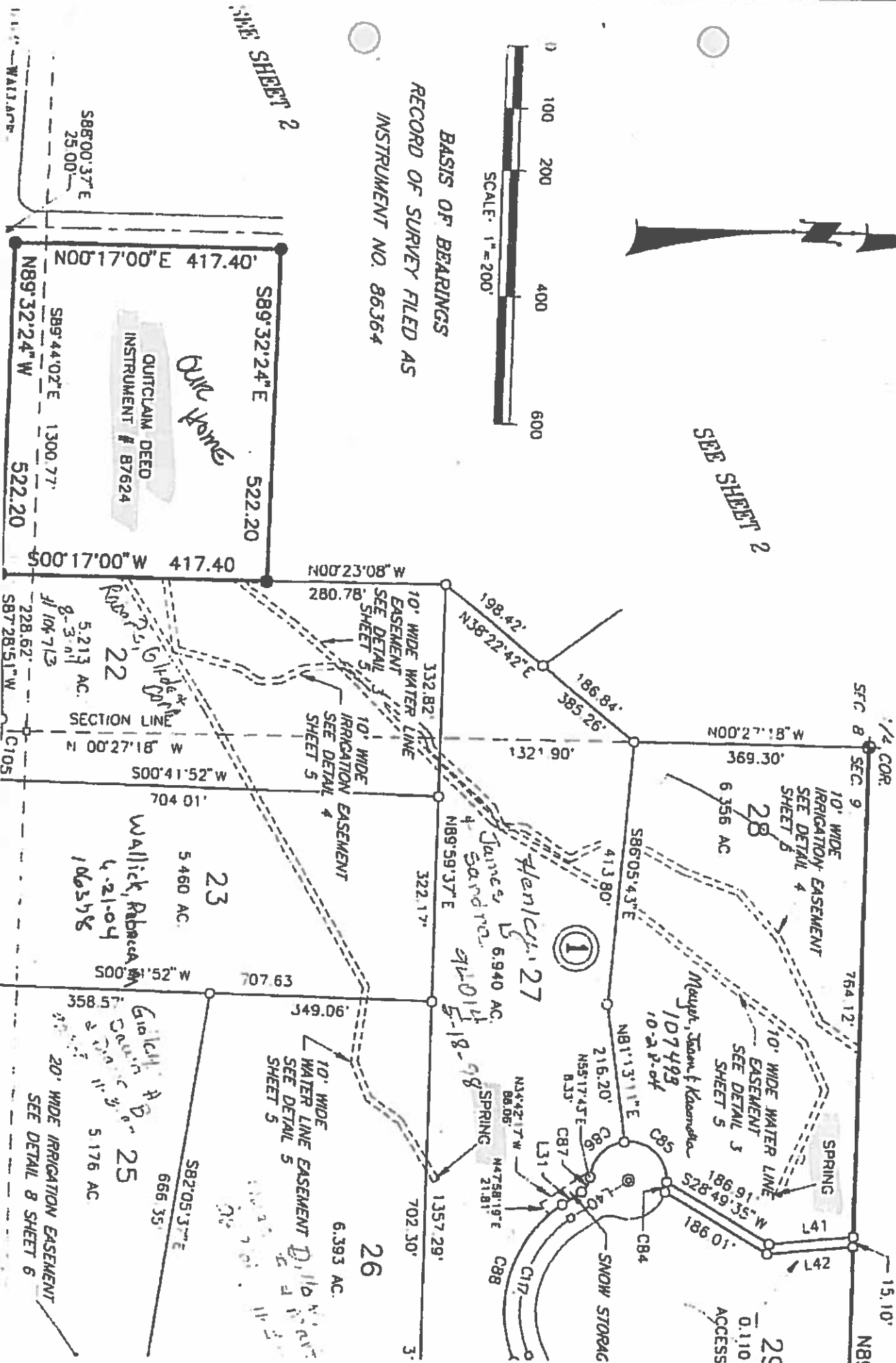
8103

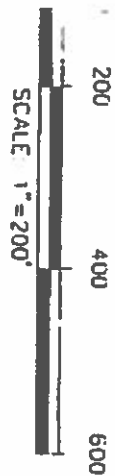
SEE SHEET 2



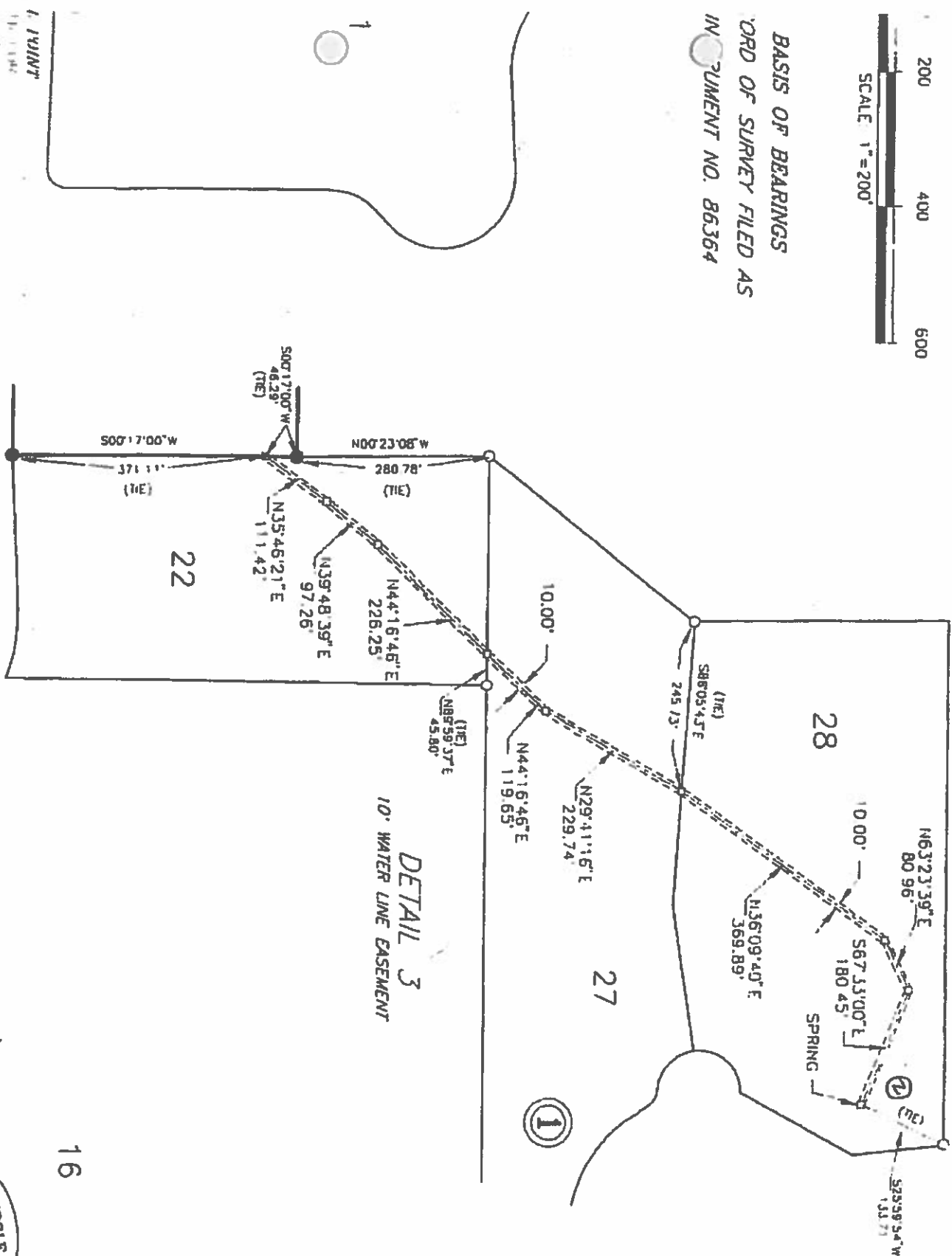
**BASIS OF BEARINGS
RECORD OF SURVEY FILED AS
INSTRUMENT NO. 86364**

THE SHEET 2





BASIS OF BEARINGS
 ORD OF SURVEY FILED AS
 INSTRUMENT NO. 86364



DETAIL 3
 10' WATER LINE EASEMENT

17
 (HE)
 Δ = 271.11'
 R = 60.00'
 I = 14.5°
 CB = N17.30°
 C = 28.20'



State of Idaho
Department of Water Resources

Water Right
78-10067

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

02E

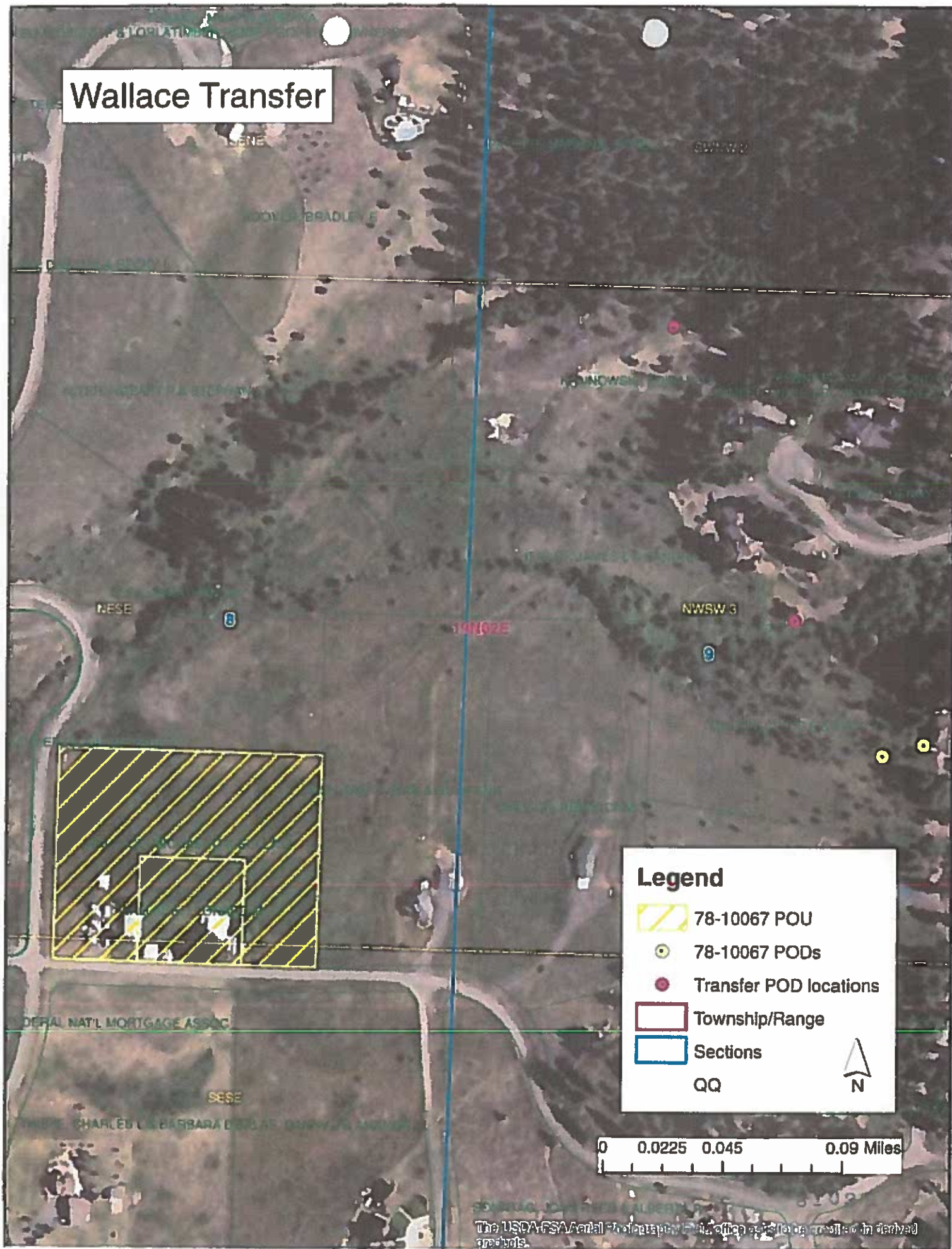


-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.045 0.09 0.18 Miles



Wallace Transfer



**MOFFATT
THOMAS**
Attorneys at Law

Scott L. Campbell

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208.345.2000 MAIN
800.422.2889 TOLL-FREE
208.385.5384 FAX

August 10, 2016
via U.S. Mail

Nick Miller
Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Re: Notice of Change in Water Right Ownership for Water Right No. 78-10067
MTBR&F File No. 26671.0000

Dear Mr. Miller:

Enclosed please find a Notice of Change in Water Right Ownership for the above-referenced water right, including the required \$25.00 fee.

Sincerely,



Scott L. Campbell

SLC/kam
Enclosures