

\$25 money order enclosed

Form 42-248/42-1409(6) Rev. 1/15

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

MAY 09 2017

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?
75-4359B	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: CRAIG D BAXTER
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JOHN E BUKIET
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

P.O. Box 21
Mailing address
208-943-3145
Telephone
Callaway
City
VA. 24067
State ZIP
johnstockdogs@gmail.com
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: MAY 5, 2008

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: John E. Bukiet
Signature of new owner/claimant Title, if applicable Date 5-3-17

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by: [Signature] Date: 5/9/17 Receipt No. 108530 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: [Signature] Date: 6/13/17



WARRANTY DEED

Order No.: 3070804677L-D

FOR VALUE RECEIVED

Craig D. Baxter and Stephanie C. Baxter, Husband and Wife

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

John E. Bukiet and Centry Ann Bukiet, Husband and Wife

whose current address is

4939 Myakka Valley Trail Sarasota FL 34241-1000

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

A PARCEL OF LAND LOCATED IN H.E.S. NO. 55 T. 25 N., R. 21 E., UNSURVEYED, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER 13 OF SAID H.E.S. NO. 55 FROM WHICH THE CORNER 12 OF SAID H.E.S. BEARS S. 33° 47' 00" W. 435.16 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 14° 19' 06" E. A DISTANCE OF 519.45 FT. TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93 AND THE POINT OF BEGINNING;

THENCE S. 22° 01' 30" W. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 293.03 FT.;

THENCE N. 65° 37' 25" W., A DISTANCE OF 410.85 FT. TO A POINT ON THE CENTERLINE OF THE NORTH FORK OF THE SALMON RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE:

N. 06° 35' 01" E. 167.20 FT.; N. 63° 05' 58" E. 165.52 FT.;

N. 74° 13' 57" E. 109.26 FT.;

THENCE S. 02° 33' 38" E., A DISTANCE OF 104.25 FT.;

THENCE S. 72° 44' 52" E., A DISTANCE OF 217.31 FT. TO THE POINT OF BEGINNING.

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: 5/05/2008

Craig D. Baxter by Stephanie C. Baxter
Craig D. Baxter Attorney in Fact Stephanie C. Baxter
By: Stephanie C. Baxter, Attorney in Fact

276096
Alliance Title
857 500 0000 5-9-2008
County: Teton J. Mullen
Ex-Officio Recorder
By: Elyse Cardin Deputy
Fee: 1.00
Return to: A-T

132

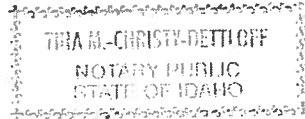
276096

State of Idaho

County of Lemhi

On this 6th day of May, in the year 2008, before me, a Notary Public in and for said state, personally appeared STEPHANIE C. BAXTER known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



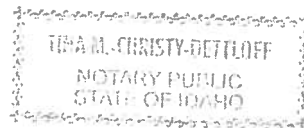
Amchristy-Dettloff
Notary Public for the State of Idaho
Residing at SALMON, ID
Commission Expires: 2/23/2010

State of Idaho

County of Lemhi

On this 6th day of May, 2008, before me, a Notary Public in and for said state, personally appeared STEPHANIE C. BAXTER known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of CRANE D. BAXTER, and acknowledged to me that she subscribed the name of CRANE D. BAXTER 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.



Amchristy-Dettloff
Notary Public for the State of
Residing at:
Commission Expires:

AB

276097
Alliance Title
BSS 2 in 5-7-2008
Tori J. Matton
Ex-Officio Recorder
Eynice Cardin
Deputy
A.7

SCB

Order No. 3070804677L-D

DEED OF TRUST

THIS DEED OF TRUST, Made this May 5, 2008 BETWEEN John E. Bukiet and Centry Ann Bukiet, Husband and Wife herein called GRANTOR, whose address is: 4939 Myakka Valley Trail Sarasota, FL 34241-1000 AND Alliance Title & Escrow Corp., herein called TRUSTEE, AND Craig D. Baxter and Stephanie C. Baxter, Husband and Wife, herein called BENEFICIARY, whose address is 2562 N. Hwy 93 North Fork, ID 83466.

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 Lemhi, State of Idaho, described as follows and containing not more than forty acres:

A PARCEL OF LAND LOCATED IN I.E.S. NO. 55 T. 25 N., R. 21 E., UNSURVEYED, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER 13 OF SAID I.E.S. NO. 55 FROM WHICH THE CORNER 12 OF SAID I.E.S. BEARS S. 33° 47' 00" W. 435.16 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 14° 19' 06" E. A DISTANCE OF 519.45 FT. TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 93 AND THE POINT OF BEGINNING; THENCE S. 22° 01' 30" W. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 293.03 FT.;

THENCE N. 65° 37' 25" W., A DISTANCE OF 410.85 FT. TO A POINT ON THE CENTERLINE OF THE NORTH FORK OF THE SALMON RIVER; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE:

N. 06° 35' 01" E. 167.20 FT.; N. 63° 05' 58" E. 165.52 FT.;

N. 74° 13' 57" E. 109.26 FT.;

THENCE S. 02° 33' 38" E., A DISTANCE OF 104.25 FT.;

THENCE S. 72° 44' 52" E., A DISTANCE OF 217.31 FT. TO THE POINT OF BEGINNING.

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 \$225,000.00, with final payment due: November 14, 2008 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 therefor; 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 judgement 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 therefor 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 of 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 or 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.

John E. Bukiet
John E. Bukiet

Century Ann Bukiet by John E. Bukiet
Century Ann Bukiet
By: John E. Bukiet, Attorney in Fact

State of Idaho }
County of Lemhi } ss

On this 8th day of May, in the year 2009, before me, a Notary Public in and for said state, personally appeared John E. Bukiet known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



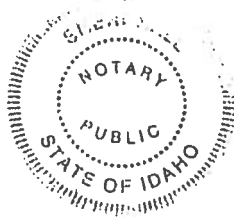
Shirley Hall
Notary Public for the State of Idaho
Residing at: Salmon
Commission Expires: 4/24/2009

276097

State of Idaho }
County of Lernhi } ss.

On this 8th day of May 2008, before me, a Notary Public in and for said state, personally appeared John E. Bukiet known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of Centry Ann Bukiet, and acknowledged to me that he subscribed the name of Centry Ann Bukiet 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.



Sharon Hall
Notary Public for the State of Idaho
Residing at: Salmon
Commission Expires: 4/24/2009



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 13, 2017

JOHN E BUKIET
CENTRY ANN BUKIET
PO BOX 21
CALLAWAY VA 24067

Re: Change of Ownership for Water Right/Permit No(s): 75-4359B

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this 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 § 42-222 and §42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4803.

Sincerely,

Caitlin McCoy
Administrative Assistant

Enclosure(s)