

RECEIVED

SEP 14 2016

DEPARTMENT OF
WATER RESOURCESSTATE 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?
	Yes ☐	Yes ☐	75-10714	Yes ☐	Yes ☐
	Yes ☐	Yes ☐	75-10715	Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Clyde & Dorothy Hodges
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): JORDAN, HERMENGILDO T.
New owner(s) as listed on the conveyance document

P.O. Box 664 SALMON ID 83467
Mailing address City State ZIP
760 363 7158 dishong@centurytel.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: 1-17-2013

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 # 75-10714

8. Signature: [Signature] 9-9-2016
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 [Signature] Date 9-14-16 Receipt No. C102489 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 _____ Approved by _____ Processed by [Signature] Date 10-11-16

RECEIVED

OCT 11 2013

DEPARTMENT OF
WATER RESOURCES

WARRANTY DEED

ATEC Order No.: 172617

FOR VALUE RECEIVED

~~Clyde R. Hodges and~~ Dorothy R. Hodges, as ^{Successor} trustee of the Hodges Trust DTD
April 13, 1983

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

Hermenegildo T. Jordan AN UNMARRIED MAN

whose current address is

14 Elk Ridge Lane
NORTH FORK ID. 83466

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

**Lot 3 of Amended Rock Point Subdivision, according to the official plat thereof
filed for record in Book 10 at Page 39, records of Lemhi 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: January, 2013

Dorothy R. Hodges
Dorothy R. Hodges *Trustee*

State of Montana } ss.
County of Ravalli }

On this 16 day of January, 2013, before me, Kimberly Linneweh, a Notary Public in and for
said state, personally appeared Dorothy R. Hodges known or identified to me to be the person whose name is
subscribed to the foregoing instrument as trustee of the Hodges Trust DTD April 13, 1983, and acknowledged to me
that she executed the same as Trustee.

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



KIMBERLY LINNEWEH
NOTARY PUBLIC for the
State of Montana
Commission Expires
February 21, 2013

Kimberly Linneweh K.A.L.
Notary Public for the State of Montana
Residing at: Corvallis
Commission Expires: February 21, 2013

Water Right 75-10714 & 75-10715

RECEIVED

OCT 04 2016 WA

DEPARTMENT OF
WATER RESOURCES

WHEN RECORDED, MAIL TO:
BANK OF IDAHO
1230 YELLOWSTONE AVE
POCATELLO, IDAHO 83201

This instrument was prepared by:
BANK OF IDAHO
1230 YELLOWSTONE AVE
POCATELLO, IDAHO 83201
208-236-2964

Loan Number: 212128

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100223100002121280
SIS Telephone #: (888) 679-MERS

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 January 17, 2013, together with all Riders to this document.

(B) "Borrower" is Hermenegildo T Jordan, an unmarried man. Borrower is the trustor under this Security Instrument.

(C) "Lender" is BANK OF IDAHO. Lender is, AN IDAHO CORPORATION, organized and existing under the laws of IDAHO. Lender's address is 1230 YELLOWSTONE AVE, POCATELLO, IDAHO 83201.

(D) "Trustee" is ALLIANCE TITLE & ESCROW
Trustee's Address is 205 Courthouse Dr, Salmon, IDAHO 83467.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated January 17, 2013. The Note states that Borrower owes Lender ONE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$100,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2043.

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

(H) "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.

Water Right 75-10714 & 75-10715

(I) "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 | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ VA Rider |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |
| ☐ Other [Specify] | | |

(J) "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.

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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 Lemhi:

Lot 3 of Amended Rock Point Subdivision, according to the official plat thereof filed for record in Book 10 at Page 39, records of Lemhi County, Idaho.

Parcel ID Number: RP00112000003AA

which currently has the address of: 14 Elk Ridge Lane
North Fork, IDAHO 83466,

("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

MAKE CHECK PAYABLE TO:
LEMHI COUNTY-MARY ANN HEISER
206 COURTHOUSE DR
SALMON, ID 83467
208-756-2815 EXT. 231

2015 TAX BILL/RECEIPT

BILL# 5081
CODE AREA 25-0000
BANK CODE CCLR

PARCEL NUMBER
RP00112000003AA

LAND 80,778
IMPROVEMENT 164,281

1ST HALF DUE

TAX 621.43
LATE
INT
COST
TOT

2ND HALF DUE

TAX 621.43
LATE
INT
COST
TOT

FULL DUE

TAX 1,242.86
LATE
INT
COST
TOT

TOT MKT 245,059
HO EXEMPT 89,580
NET MKT 155,479
TOT ACRES 9.139

FOR YOUR INFORMATION

JORDAN HERMENEGILDO T
PO BOX 664
SALMON ID 83467

Your mortgage has requested and received
your 2015 property tax information.

No action on your part is required if your
Mortgage is responsible for paying your taxes.

If you are responsible for paying the taxes,
please consider this your copy.

ROCK POINT SUBD.
LOT 3 AMENDED

14 ELK RIDGE LN 83466

*** IMPORTANT ***
PLEASE READ BOTH FRONT AND BACK
*** MONTHLY PAYMENTS ARE ACCEPTED ***
YOU CAN NOW PAY TAXES ONLINE
WWW.LEMHICOUNTYIDAHO.ORG

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

AVOID LATE FEES & INTEREST--MAIL EARLY.
** \$20 WILL BE ADDED FOR CHECKS
RETURNED BY BANK.

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

JORDAN, HERMENEGILDO T

FOR YOUR INFORMATION

2015
BILL# 5081

2ND HALF

RP00112000003AA
25-0000 CCLR

AMOUNT DUE 621.43

LEMHI COUNTY
206 COURTHOUSE DR
SALMON, ID 83467

LATE
INT
COST
TOTAL

JUNE 20, 2016

DATE PAID
PAID BY
CHECK #
CASH

DELINQUENT IF NOT PAID ON OR BEFORE

TAXING DISTRICT RATE
STATE .000000000
LEMHI COUNTY .003947502 613.74
SCHOOL DIST 291
M&O
TORT .000044565 6.92
BOND
STATE AUTH PLNT .001602910 249.22
SUPPLEMENTAL .000731029 113.66
NORTH FORK FIRE .000976003 151.74
LEMHI LIBRARY .000241702 37.58
DISTRICT TOTAL .007543711 1,172.86
SOLID WASTE 70.00
AMOUNT DUE 1,242.86

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE.

JORDAN, HERMENEGILDO T

FOR YOUR INFORMATION

2015
BILL# 5081

1ST HALF

FULL

RP00112000003AA
25-0000 CCLR

AMOUNT DUE 621.43 1,242.86

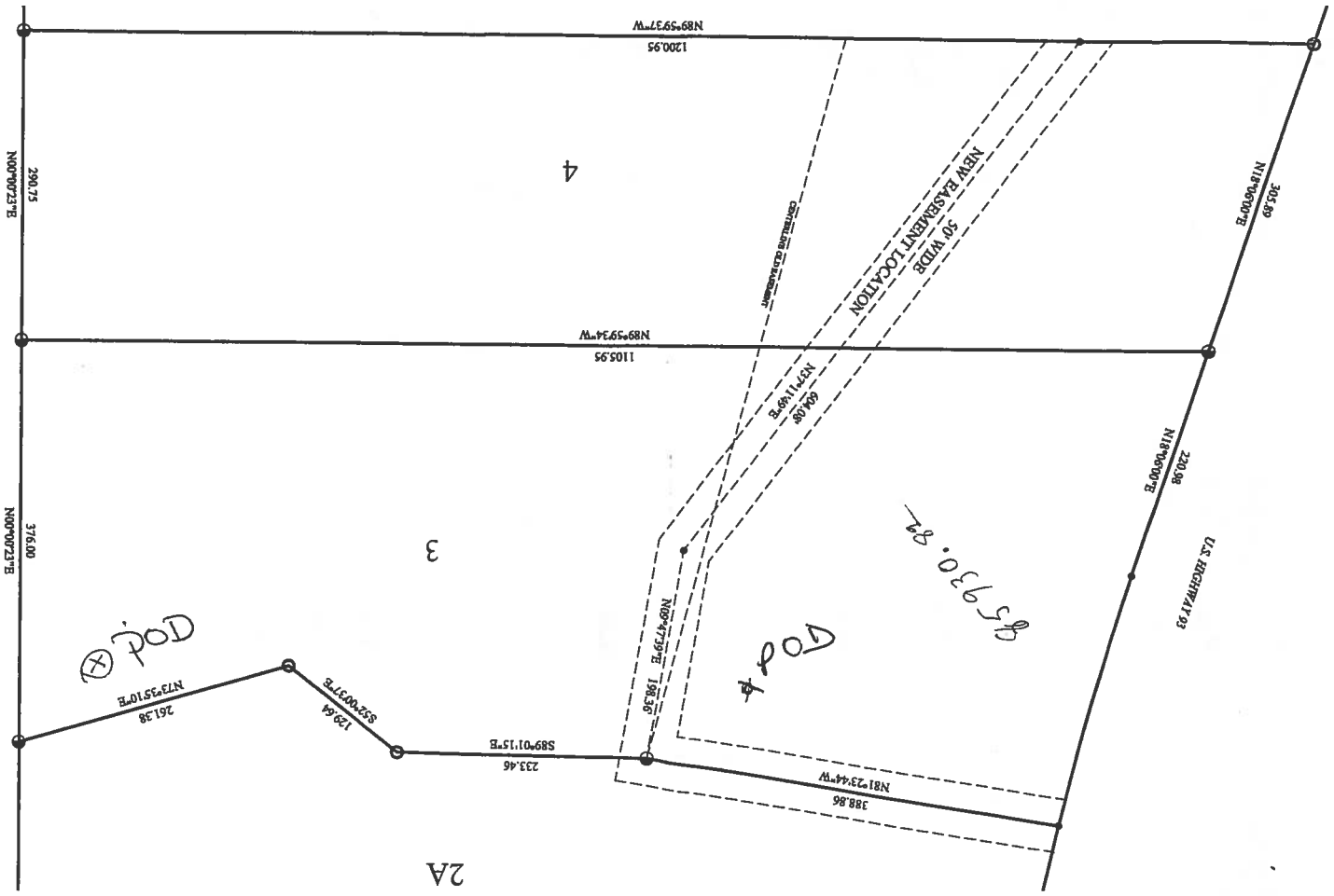
LEMHI COUNTY
206 COURTHOUSE DR
SALMON, ID 83467

LATE
INT
COST
TOTAL

DECEMBER 20, 2015

DATE PAID
PAID BY
CHECK #
CASH

DELINQUENT IF NOT PAID ON OR BEFORE



By: Robert L. Jordan Date: 4/12/76
 TITLE: Subdivision of Lot 1, Block 1, Subdivision

Robert L. Jordan
SALMON, ID. 83467
HARRINGTON T. JORDAN

Accepted to
 in this
 location
 this plot
 of the
 property
 for such
 elements.

This plot was accepted and approved by the County Planning
 and Zoning Commission of Lemhi County, Idaho

Robert L. Jordan
 CHAIRMAN

COUNTY PLANNING AND ZONING COMMISSIONS ACCEPTANCE

COUNTY REC

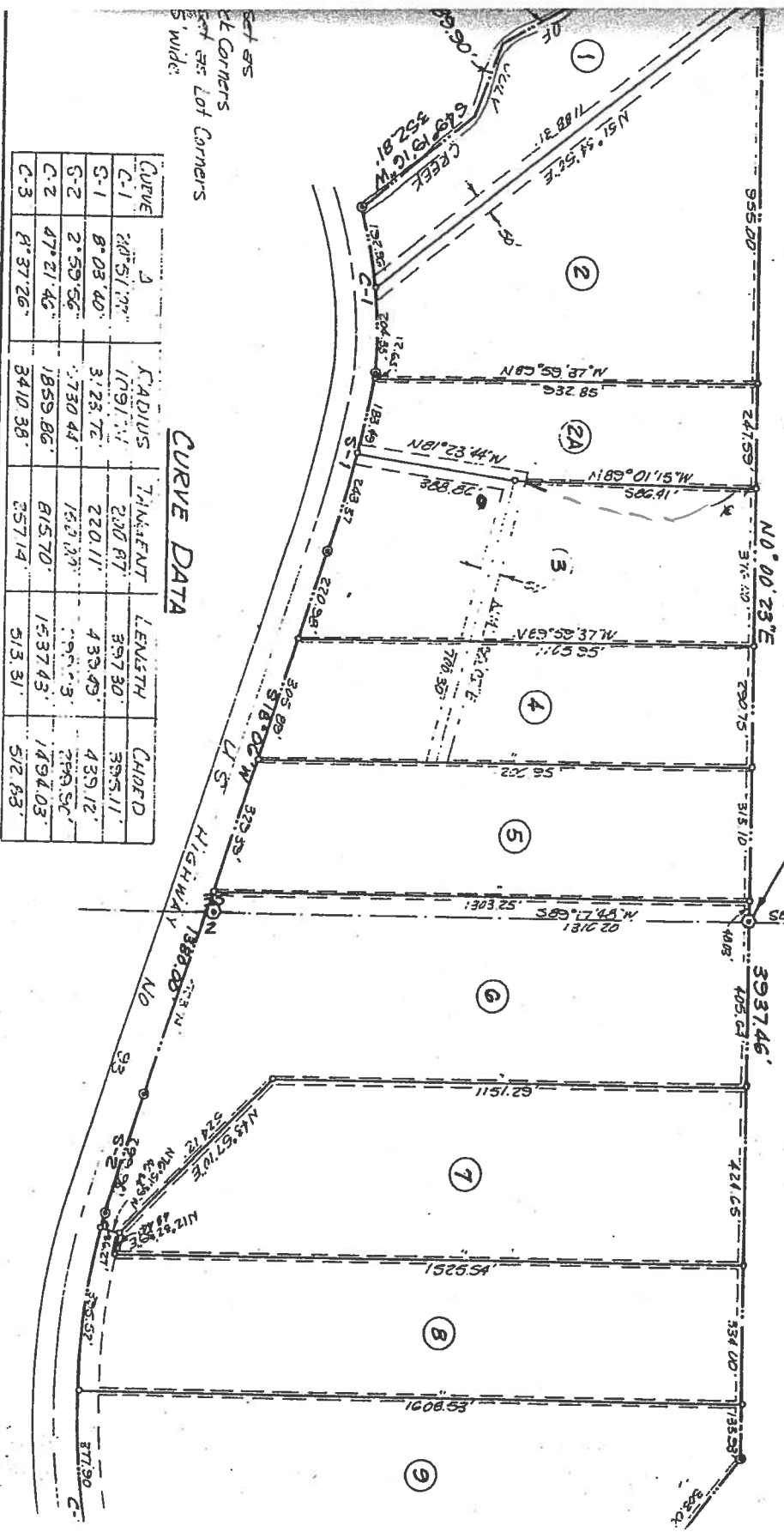
ANCE

of
 12/12/1976.

REAL POINT OF BEGINNING

STATE OF IDAHO } SS
 COUNTY OF LEMHI }
 This is to certify that the
 Recorder of Lemhi County
Robert L. Jordan and duly record

Robert L. Jordan
 EX-OFFICIO RECORDER



CURVE DATA

CURVE	ANGLE	RADIUS	TANGENT	LENGTH	CHORD
C-1	20° 51' 07"	1091.14'	230.87'	397.30'	395.11'
S-1	8° 03' 40"	3123.72'	220.11'	433.43'	439.12'
S-2	2° 59' 56"	7330.44'	162.23'	199.13'	209.50'
C-2	47° 21' 46"	1859.86'	815.70'	1537.43'	1494.03'
C-3	8° 37' 26"	3410.38'	257.14'	513.31'	512.83'

RP24N21E354800
QUEG, RONALD E

RP24N21E35480
POLANDER, WILMA M W/L E BASTY

RP001120000010
STARKEY, DON L TRUST

RP0021000000A0
WALKER, JAMES DANIEL

RP0021000000D0
WALKER, DANIEL LEE

RP0021000000C0
WITHERS, PAUL B

RP0021000000B0
SANDBERG, D ARRELL D

RP00112000002A
DISHONG, EARNEST

RP24N21E350601

RP001120000030
HODGES TRUST

RP001120000010
RANKIN, ROGER

RP001120000050
SMITH, HERBERT D

RP001120000070
SMITH, HERBERT D

RP23N21E021201
WILMOTH, CLARK L III

RP001200000070
SMITH, HERBERT D

P23N21E022402
WYO FISH & GAME

RP23N21E022401
PERSO, MICHAEL A



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

October 11, 2016

HERMENEGILDO T JORDAN
PO BOX 664
SALMON ID 83467

Re: Change of Ownership for Water Right/Permit No(s): 75-10714 and 75-10715

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.

Please 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) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

RECEIVED

OCT 11 2015

DEPARTMENT OF
WATER RESOURCES

Sean Hershey:

change of water rights 75-10714 + 75-10715

Thanks

H.T. Jordan

Hermenegildo T. JORDAN

P.O. Box 664

SALMON, IDAHO 83467

Hersley, Jean

From: Hersley, Jean
Sent: Tuesday, October 04, 2016 2:03 PM
To: 'dishong@centurytel.net'
Subject: Documents for Ownership Change of Water Rights 75-10714 and 75-10715

Thank you for submitting the Deed of Trust to the Department. However, the Deed of Trust is a document between the lender and the buyer of the land. The Department needs to have a copy of the **warranty deed** that conveys the property from the previous owner to Mr. Jordan. The warranty deed contains the legal description of the property which the Department needs to match ownership of the land with the water right.

Because the Department cannot process the request for Notice of Change in Water Right Ownership without proper documentation, we will hold any action on your notice pending receipt of the documentation. If we do not receive the documents with 30 days, we will return your notice and all attachments and your notice will not be processed.

If you have any questions, please contact me at (208) 287-4942.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*

Hersley, Jean

From: Hersley, Jean
Sent: Monday, September 26, 2016 2:57 PM
To: 'dishong@centurytel.net'
Subject: ownership for water rights 75-10714 and 75-10715

Thank you for the additional payment in regards to changing the ownership of water rights 75-10714 and 75-10715. However, the Department requires a copy of the conveyance document- warranty deed, quitclaim deed, etc. The conveyance document must include a legal description of the property.

Because the Department cannot process the request for Notice of Change in Water Right Ownership without proper documentation, we will hold any action on your notice pending receipt of the documentation. If we do not receive the documents with 30 days, we will return your notice and all attachments and your notice will not be processed.

If you have any questions, please contact me at (208) 287-4942.

Sincerely,

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

September 14, 2016

HERMENEGILDO T JORDAN
PO BOX 664
SALMON ID 83467

RE: Change of Ownership for Water Right No(s): 75-10714 and 75-10715

Dear Water Right holder(s):

The Department of Water Resources acknowledges receipt of the request for a Notice of Change in Water Right Ownership water rights 75-10714 and 75-10715. However, an additional fee and a warranty deed are needed before the Department can update the ownership of this right.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership for rights that have been decreed in the SRBA. The fee is \$25 **per** water right, except for ownership changes resulting in the division of a water right, which is \$100 per water right. All ownership change notices received after June 30, 2000 must include the appropriate filing fees in order to be processed. We have determined that **\$25** is needed to complete this request.

The Department also needs a copy of the conveyance document- warranty deed, quitclaim deed, etc., to complete this request. The conveyance document conveys the property from the previous owner to you and must include the legal description of the property.

Because the Department cannot process the request for Notice of Change in Water Right Ownership without proper documentation and additional fees, we will hold any action on your notice pending receipt of the documentation and additional fees. If we do not receive the documentation and additional fees and within 30 days we will return your notice and all attachments and your notice will not be processed.

If you have any questions concerning this letter, feel free to contact me at 287-4942.

Sincerely,

A handwritten signature in black ink, reading "Jean Hersley".

Jean Hersley
Technical Records Specialist II