

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 13 2016

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?
65-10713	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: John E. Hess
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Randy R. Helmer and/or Amy M. Helmer
New owner(s) as listed on the conveyance document
- 14 Hill Creek Road Horseshoe Bend Idaho 83629
- Mailing address: 203 793-2898 City: Randy Helmer 9 @ gmail.com State: ID ZIP: 83629
- 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: Nov 20, 2015
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: Randy R. Helmer Amy M. Helmer 4/13/16
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: CS Date: 4/13/16 Receipt No. W044061 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: X Approved by: X Processed by: X Date: 6/30/16

7
Instrument # 249234
IDAHO CITY, BOISE COUNTY, IDAHO
11-23-2015 11:50:01 AM No. of Pages: 7
Recorded for: FIRST AMERICAN TITLE - MCCALL
MARY T. PRISCO Fee: \$28.00
Ex-Officio Recorder Deputy shirley george
Index to: MORTGAGE
Electronically Recorded by Simplifile

AFTER RECORDING MAIL TO:

COPY

Johnnie E. Hess
151 Porter Creek Road
Horseshoe Bend, ID 83629

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 4103-2552674 (DS)

DEED OF TRUST

THIS DEED OF TRUST, made this **Eighteenth day of November, 2015**, between **Randy Heffner and Amy Heffner, husband and wife**, as GRANTOR(S), whose address is **14 Hill Creek Road, Horseshoe Bend, ID 83629**, and **First American Title Company, a California Corporation**, as TRUSTEE, whose address is **738 S Bridge Way Pl, Eagle, ID 83616**, and **Johnnie E. Hess**, as BENEFICIARY, whose address is **151 Porter Creek Road, Horseshoe Bend, ID 83629**;

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 **Boise**, State of **Idaho**, described as follows and containing not more than 80 acres:

LEGAL DESCRIPTION: Real property in the County of Boise, State of Idaho, described as follows:

See legal description attached hereto and made a part hereof

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 **Sixty Thousand dollars (\$60,000.00)**, final payment due **November 20, 2019** 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.

AFTER RECORDING MAIL TO:

Johnnie E. Hess
151 Porter Creek Road
Horseshoe Bend, ID 83629

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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 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 attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

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 eight percent per annum.

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 obligation 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, 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 of Trust 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 of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. 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 the 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 attorneys' fees, upon any 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 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 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 such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title 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 eight percent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

7. This Deed of Trust 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 owner and holder of the Note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, 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 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 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.



Randy Heffner



Amy Heffner

APN: n/a

Deed of Trust - continued

File No.: 4103-2552674 (DS)

STATE OF Idaho)
)
COUNTY OF Ada)

On this 21 day of November, 2015, before me, a Notary Public in and for said State, personally appeared **Randy Heffner and Amy Heffner**, 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 the 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.




Notary Public for the State of Idaho
Residing at: Boise, ID
My Commission Expires: 9/29/2017



APN: n/a

Deed of Trust - continued

File No.: 4103-2552674 (DS)

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST	
_____ Idaho	_____ 20 _____
To: _____	Trustee
You are hereby authorized and requested to execute a reconveyance hereunder and _____	
The undersigned hereby certified _____	
Are the owner(s) and holder(s) of the debt mentioned in said Deed of Trust and that the same has never been _____	
Address: _____	By: _____
_____	By: _____
Telephone _____	

Date: November 11, 2015

File No.: 569210-MC (vs)

EXHIBIT 'A'

LEGAL DESCRIPTION:

A parcel of land being a portion of the East 1/2 of Section 12, T. 7 N., R. 2 E., B.M., Boise County, Idaho lying northerly of the existing centerline of Jerusalem Road, a public road and westerly of Warranty Deed, Inst. No. 174673 and westerly of Dalley-Hailey Subdivision, Inst. No. 185842, records of Boise County, Idaho, and more particularly described as follows: Commencing at an iron pin marking the northwest corner of the said East 1/2 of Section 12; Thence South 00°04'32" East, 1313.91 feet along the westerly line of the said East 1/2 of Section 12 to an iron pin marking the Center North 1/16 Corner and the POINT OF BEGINNING;

Thence South 89°20'59" East, 1897.75 feet along east-west 1/16 line to an iron pin;

Thence South 0°00'19" West 600.00 feet along the westerly boundary of said Warranty Deed to an iron pin on the northerly boundary line of said Dalley-Hailey Subdivision;

Thence North 89°20'59" West, 110.98 feet along said northerly boundary line, to railroad tie post and iron pin;

Thence South 0°00'19" West, 581.64 feet along said westerly boundary line of Dalley-Hailey Subdivision to the northerly right-of-way line of said Jerusalem Road;

Thence continuing along said west boundary line, South 15°52'30" East, 30.00 feet to the centerline of Jerusalem Road and the beginning of a non-tangent curve to the right, marked by an iron pin;

Thence along said existing centerline of Jerusalem Road the following courses and distances:

Thence 99.85 feet along the arc of said curve, having a radius of 582.77 feet, a central angle of 9°49'01", and a long chord which bears South 79°01'43" West, 99.73 feet to a point of tangent; Thence South 83°56'14" West, 216.94 feet;

Thence South 82°26'04" West, 232.70 feet to the beginning of a tangent curve to the left;

Thence 410.46 feet along the arc of said curve, having a radius of 1032.00 feet, a central angle of 22°47'19" and a long chord which bears South 71°02'25" West, 407.76 feet to a point of tangent;

Thence South 59°38'45" West, 196.60 feet to the beginning of a tangent curve to the left;

Thence 238.29 feet along the arc of said curve, having a radius of 1450.00 feet, a central angle of 9°24'58", and a long chord which bears South 54°56'16" West, 238.03 feet to a point of tangent;

Thence South 50°13'47" West, 175.77 feet to the beginning of a tangent curve to the left;

Thence 206.38 feet along the arc of said curve, having a radius of 1388.00 feet, a central angle of 8°31'09", and a long chord which bears South 45°58'13" West, 206.19 feet to a point of tangent;

File No.: 569210-MC (vs)
Date: November 11, 2015

Thence South 41°42'27" West, 321.81 feet to the west boundary line of the said East 1/2 of Section 12, being witnessed by an iron pin which bears North 0°04'32" West, 45.02 feet; Thence leaving said centerline and along said west boundary line, North 0°04'32" West, 2167.92 feet to the POINT OF BEGINNING.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 30, 2016

RANDY R & AMY M HEFFNER
14 HILL CREEK RD
HORSESHOE BEND ID 83629

RE: Ownership Change for Water Right No. 65-10773

Dear Applicants:

This is a follow up to the letter sent on May 5, 2016 that has not received a response. The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. However, the application has not been processed due to insufficient documentation.

The following was either not submitted with the notice or needs some clarification.

- 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. See the included letter originally sent on May 5, 2016 for the specifics referenced.

Because the Department cannot process this request at this time, we are returning the application and all attachments. You may submit this form with the required documentation and fees at any time. A refund has been requested and will be sent to the payer (RANDY HEFFNER FARMS) under separate cover.

Thank you for your cooperation, if you have any questions please contact this office at (208)334-2190.

Sincerely,

Chad Jones
Office Specialist II
Western Region Office

Enclosures

Jones, Chad

From: Jones, Chad
Sent: Thursday, June 30, 2016 10:40 AM
To: Marston, Sascha
Subject: Refund - RANDY HEFFNER FARMS

TO: Sascha Marston

FROM: Chad Jones

DATE: June 30, 2016

RE: Refund: Ownership Change 65-10773

Please refund \$25. RANDY R & AMY M HEFFNER filed an ownership change for 1 water right on 4/13/16. The fee was paid by RANDY HEFFNER FARMS. The conveyance documents provided with the application required clarification and/or additional documents regarding the Deed of Trust provided. A letter sent on 5/5/16 requesting clarification was not answered.

Please issue a refund of \$25.00 to:

RANDY HEFFNER FARMS
14 HILL CREEK RD
HORSESHOE BEND ID 83629

RECEIPT #

W044061



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 5, 2016

RANDY A & AMY M HEFFNER
14 HILL CREEK RD
HORSESHOE BEND ID 83629

RE: Ownership Change for Water Right No's: 65-10773

Dear Applicants,

The Department of Water Resources acknowledges receipt of your request for an ownership change on the water right mentioned above. However, after reviewing the request, it was determined the form was not completed and additional documentation is needed to complete this request.

Please complete and submit the requested documentation listed below:

- 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.

For reference, I have included an excerpt from the Department's Administrator Memorandum regarding processing notices of change in water right ownership for a Deed of Trust:

A deed of trust and a mortgage are not conveyance documents, but instead are two different ways to protect the interests of a lender in real property transactions. A deed of trust creates a lien and allows a trustee to foreclose on the property on behalf of the lender if the debt is not paid. A mortgage is also a security instrument that creates a lien on the property and allows the lender to foreclose in a court of law. A deed instead of a deed of trust or mortgage documents should be relied upon as evidence of ownership of the property. Deeds of trust and mortgages are acceptable to demonstrate a security interest in a water right for purposes of notification under Idaho Code § 42-248(6).

Because the Department cannot process this request at this time, we will hold any action on your notice pending receipt of the necessary documentation. If we do not receive the required documentation within 30 days, the notice will be returned and will not be processed.

Thank you for your cooperation. If you have any questions please, contact this office at 208-334-2190.

Sincerely,

Chad Jones
Office Specialist II
Western Regional Office

Enclosures