

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 20 2015

Department of Water Resources
Eastern 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?
35-7464B <i>OK</i>	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: Larry Watt
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Watt Equipment, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 462 S 1200 W Pingree ID 83262
Mailing address City State ZIP
- 208-681-6844 _____
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: 5-24-12

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: *TL Watt* Watt Equip. by Tyler Watt, member 3/4/2015
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 *JB* Date 3/20/2015 Receipt No. E040783 Receipt Amt. \$37.50
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 *JB* Processed by *JB* Date 6/12/15

for this app

Instrument # 638806

BINGHAM COUNTY

6-1-2012 02:34:50 No. of Pages: 1

Recorded for: 60293 CANNON LAW, P.A.

SARA J. STAUB

Fee: 10.00

Ex-Officio Recorder Deputy

CJR

13,526

WARRANTY DEED PARCEL 8

FOR VALUE RECEIVED The Larry E. Watt and Merna M. Watt Family Trust, the Grantor, does hereby grant, bargain, sell and convey unto Watt Equipment, L.L.C., Blackfoot, ID, the Grantees, the following described premises, in Bingham County, Idaho, to-wit:

Township 4 South, Range 33 East of the Boise Meridian, Bingham County, Idaho.

Section 1: SW1/4NW1/4, Lot 4

Section 2: Lots 1 and 2

SUBJECT to easements, covenants, restrictions, rights of way and reservations appearing of record and taxes for the year 2012 and thereafter.

DATED this 23 day of May, 2012.

THE LARRY E. WATT AND MERNA M. WATT FAMILY TRUST:

Larry E. Watt
LARRY E. WATT, Trustee

Merna M. Watt
MERNA M. WATT, Trustee

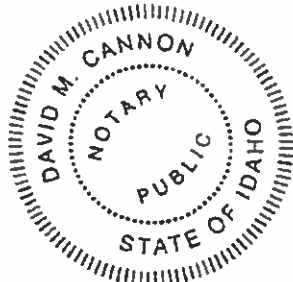
STATE OF IDAHO)

ss

County of Bingham)

On this 23 day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared LARRY E. WATT and MERNA M. WATT, known to me to be the people whose names are subscribed to the within instrument, and acknowledged to me that they executed the same, in their capacities as trustees.

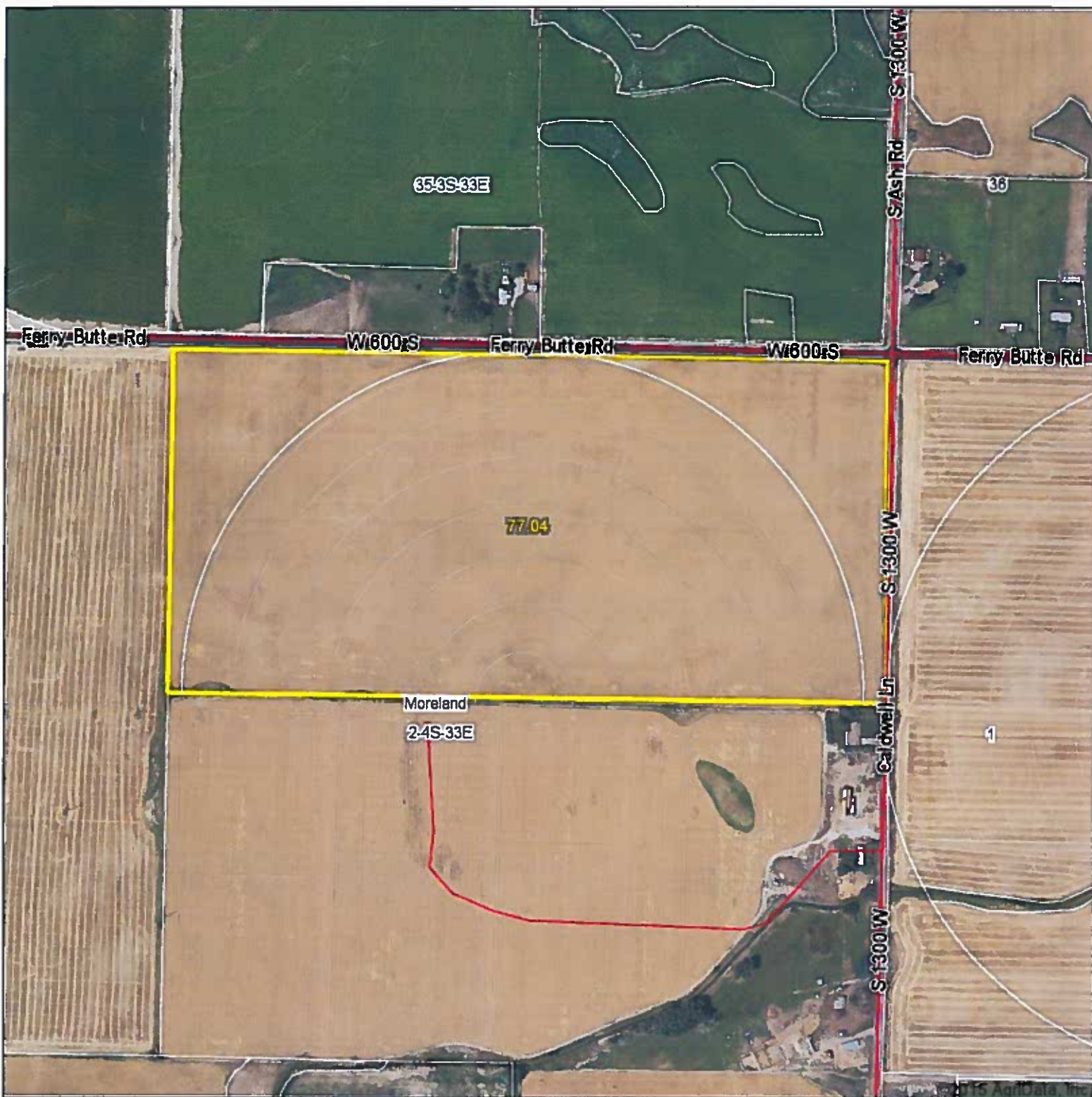
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



David M. Cannon
Notary Public for Idaho
My comn exprs: 11-15-2013

638806

Aerial Map



map center: 43° 6' 28.94, 112° 33' 32.73
scale: 6617

2-4S-33E
Bingham County
Idaho



3/19/2015

Maps Provided By:
surety
SUTTERFORD ONLINE MAPPING
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Instrument # 638814

BINGHAM COUNTY

6-1-2012 02:55:34 No. of Pages: 4

Recorded for : 60293 CANNON LAW, P.A.

SARA J. STAUB

Fee: 19.00

Ex-Officio Recorder Deputy

CTR

13,526

DEED OF TRUST PARCEL 8

THIS DEED OF TRUST is made on May 24, 2012, between WATT EQUIPMENT, L.L.C., whose address is Blackfoot, Bingham County, Idaho, called grantor, and Kuy Bank, Blackfoot, Idaho, called Trustee, and THE LARRY E. WATT and MERNA M. WATT FAMILY TRUST, whose address is Blackfoot, Bingham County, Idaho, called beneficiary.

Township 4 South, Range 33 East of the Boise Meridian, Bingham County, Idaho.

Section 1: SW1/4NW1/4, Lot 4
Section 2: Lots 1 and 2

This deed of trust is executed for the purpose of securing payment of a certain promissory note dated May 24, 2012, executed and delivered by grantor to beneficiary as payee, in the principal sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (1,200,000.00)

POWER OF BENEFICIARY OR TRUSTEE TO ACT

Should grantor fail to make any payment or to do any act as provided in this deed of trust, then beneficiary or trustee, without obligation to do so and without notice to or demand on grantor and without releasing grantor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security of this deed of trust, beneficiary or trustee being authorized to enter on the property for such purposes; appear in and defend and any action or proceeding purporting to affect the security of this deed of trust or the rights or powers of beneficiary or trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior to superior to this deed of trust; and, in exercising any such powers, or enforcing this deed of trust by judicial foreclosure, pay necessary expenses, employ counsel, and pay reasonable counsel fees.

RIGHTS OF TRUSTEE

At any time or from time to time, without liability therefor, and without notice, on written request of beneficiary in the presentation of this deed of trust and note for indorsement, and without affecting the personal liability of any person for payment of the indebtedness secured by this deed of trust, trustee may reconvey all or any part of the property; consent to the making of any map or plan thereof; join in granting any easement on the property; or join in any extension agreement or any agreement subordinating the lien or charge of this deed of trust.

RECONVEYANCE

On the written request of beneficiary stating that all sums secured by this deed of trust have been paid, and on the surrender of this deed of trust and note to trustee for cancellation and retention, and on payment of trustee's fees, trustee shall reconvey without warranty the property then held under this deed of trust. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

ACCELERATION

On default by grantor in the payment of any indebtedness secured by this deed of trust or in performance of any agreement under this deed of trust, all sums secured hereby shall immediately become due and payable at the option of beneficiary. In the event of a default, beneficiary shall execute or cause trustee to execute a written notice of the default and of beneficiary's election to cause the property to be sold to satisfy the obligation hereof and shall cause the notice to be recorded in the office of the recorder of each county in which the real property or some part of it 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 the property at the time and place fixed by it in the 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, payable at the time of sale. Trustee shall deliver to the purchaser a trustee's deed conveying the property sold, but without any covenant or warranty express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of their truthfulness. Any person, including grantor, trustee, or beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of trustee and of this trust, including the cost of evidence of title and reasonable counsel fees in connection with the sale, trustee shall apply the proceeds of the sale to the payment of or to all sums expended under the terms hereof, not then repaid, with accrued interest at four per cent (4%) per annum; to the obligation secured by the trust deed as their interests may appear; and the remainder, if any, to the person or persons legally entitled thereto.

BINDING EFFECT

This deed of trust applies to, inures to the benefit of, and binds all parties, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "beneficiary" shall mean the holder and owner of the notes secured by this deed of trust, or, if the note has been pledged, the pledgee thereof. Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

NOTICE NOT REQUIRED

Trustee is not obligated to notify any party of a 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.

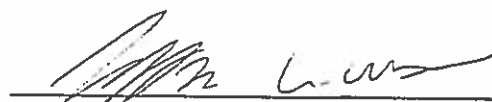
SUBSTITUTE TRUSTEE

In the event of the dissolution or resignation of trustee, 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 in this deed of trust.

CHANGES IN TAX LAWS

Except as prohibited by law, grantor agrees that in the event of the passage after the date hereof of any law of Idaho deducting from the value of property any lien on the property for the purpose of taxation, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby for state or local purposes, or the manner of collection of any such taxes so as to affect the interest of the owner and holder of this deed of trust, then the whole of the principal sum secured by this deed of trust, together with the interest due thereon, shall at the option of the owner and holder of this deed of trust, without notice to any party, become immediately due and payable.

Request is hereby made that a copy of any notice of default and a copy of any notice of sale under this deed of trust be mailed to grantor at grantor's address set forth above.



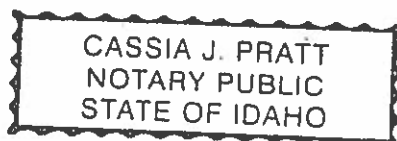
WATT EQUIPMENT, L.L.C.


By: Tyler Watt

STATE OF IDAHO)
 :SS
County of Bingham)

On this 24th day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Tyler Watt, known to me to be one of the officers of WATT EQUIPMENT, L.L.C., subscribed the foregoing instrument, and acknowledged to me that he executed the same as such officer.

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



Cassia J. Pratt
Notary Public for Idaho
My cmn exprs: 11/10/17