



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

January 28, 2011

Eugene Humphries
1429 N 600 E
Shelley ID 83274

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

RE: Change in Ownership Water Right No. 35-13611, 35-13612 & 35-14016

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

The "Change of Ownership" FOR 35-13611, 35-13612 & 35-14016 has been returned for the following items.

**** **Notarized Signature** for Assignment of Permit. Because a Permit is considered personal property an Assignment of Permit is required. If your deed specifically mentions the Permit number a change of Ownership can be accepted, please resubmit the ownership change with a copy of your Recorded Warranty Deed.

Because this water right is still in the permit stage, an Assignment of Permit will be required to complete the ownership change. Enclosed is an assignment form for your use. Please note that there is a \$25 filing fee required. We are returning the paperwork that you sent as we only require the completed assignment form and filing fee to process the change.

Effective July 1, 2000, the legislature enacted House Bill No. 545 requiring a filing fee for a change in water right ownership. 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.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Shawn Allen - Jorneys End Golf Course
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Eugene Humphries " " " "
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
1429 N 600E
Mailing address
Shelley ID. 83274
City State ZIP
208-357-7331 eugeneh@Hotmail.com
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: 1950 - Woodville Canal Co
6. 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.

7. Signature: Eugene Humphries Title, if applicable _____ Date Jan 24/11
Signature of new owner/claimant

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

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____
Approved by _____ Processed by _____ Date _____

**D. L. Evans Bank
Idaho Falls Branch
888 East 17th St
Idaho Falls, ID 83404**

**D. L. Evans Bank
Idaho Falls Branch
888 East 17th St
Idaho Falls, ID 83404**

Eugene Humphries
Colleen Arita R. Humphries
1429 North 600 East
Shelley, ID 83274

DEED OF TRUST

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 Bingham County, State of Idaho:

LOT 1, 6, AND 11, BLOCK 1, JOURNEY'S END GOLF COURSE COMMUNITY, DIVISION NO. 1, BINGHAM COUNTY, IDAHO. AS SHOWN ON THE PLAT RECORDED JULY 13, 2004, AS INSTRUMENT NO 543099.

The Real Property or its address is commonly known as Shelley, ID 83274.

~~Grantor hereby 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 interests in 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 IN FULL PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, AND THE AGREEMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Grantor's Obligation. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust, when due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the promissory note.

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

shall, with the concurrence of an Estate of English Gentry, only (1) remain in possession and control of the Property; (2) improve the Property; and (3) collect the Rentes from the Property. The following provisions relate to the use of the Property as pasture or for agriculture: THE SOIL HEREAFTER IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT MORE THAN ONE HUNDRED FORTY (140) POUNDS OF GRAIN OR LIVESTOCK DRYST OR AGRICULTURAL GOODS, OR IS NOT MORE THAN ONE HUNDRED FIFTY (150) COWS OR CALVES OR OTHER CATTLE OR SHEEP OR GOATS OR HORSES OR PONIES OR SWINE OR BIRDS OR BEES OR INSECTS OR PLANTS OR TREES OR SHRUBS OR FRUIT OR VEGETABLES OR ANY OTHER ANIMAL OR PLANT OR MINERAL OR ARTIFICIAL OBJECT OR MATERIAL OR SUBSTANCE OR COMBINATION THEREOF.

Contractor shall maintain this Property in accordance together and promptly perform all repairs, replacements, and

[illegible]

