



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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

February 8, 2010

IRENE HULTGREN
ROBERT BEVAN
PO BOX 275
GARDEN VALLEY, ID 83622

RE: CHANGE OF OWNERSHIP FOR WATER RIGHT 65-10840A

In Dec. 2006 you submitted an ownership change form for the above water right. In Sept. 2009 a letter was sent to you from the Department requesting documents.

We have received no documentation so I am returning the Change of Ownership form and the documentation we received with it and the ownership change will not be processed.

If you would like a refund of the fees paid, please submit a request to the Department along with your current address, receipt number (WO34944) and approximate date the fees were submitted.

If you would like to proceed with the change of ownerships, you may at any time resubmit the proper forms and documentation plus fees.

Sincerely,

Sandy Egbert
GIS Specialist

Enclosures

RECEIVED

DEC 07 2006

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

RECEIVED

DEC 11 2006

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
PD 65-10840A					

2. The following REQUIRED information must be submitted with this form:

- A. The appropriate FILING FEE. See instructions for fee amounts.
- B. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, WITH ATTACHED LEGAL DESCRIPTION.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) DONALD & MARILYN COOK
4. New Owner/Claimant(s) PO BOX 89, GARDEN VALLEY
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address ROBERT L BEVAN, IRENE HULTGREN
- City, State and ZIP Code PO BOX 275
GARDEN VALLEY ID 83622
- New Telephone Number 208 462-8023
5. Date you acquired the property 1/1998

DEED OF TRUST

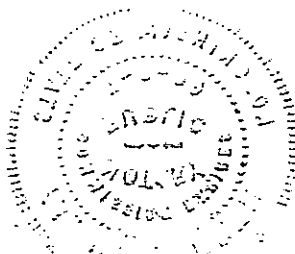
THIS DEED OF TRUST, Made this 22nd day of December, 1997,
 BETWEEN Robert L. Bevan, as his sole and separate property,

whose address is P.O. Box 275, Garden Valley, Idaho, 83622 herein called GRANTOR,
 The Alliance Title & Escrow Corp., herein called TRUSTEE, and Garden Valley Health Center, Inc.

whose address is P.O. Box 413, Garden Valley, Idaho, 83622 herein called BENEFICIARY.

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 twenty acres:

Lot 2 in Block 1 of GARDEN VALLEY HEALTH CENTER SEGREGATION PLAT, according to
 the Official Plat thereof recorded December 17, 1997, as Instrument No. 167079,
 records of Boise County, Idaho



167230

INST# 167230
 REQUEST Alliance

98 JAN -6 PM 3:01

BOISE COUNTY RECORDER

BY Laurie Adkins
 TYPE DT FEE 6.00/CK

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
Eight Thousand and NO/100 Dollars, (\$8000.00),

final payment due on or before December 31, 2002

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 per-
 formed 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, fumi-
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
 cluding 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 deter-
 mine, 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 ex-
 penditure 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 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, 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 pro-
 vided 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

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 female 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.

✓ Robert L. Bevan
Robert L. Bevan

✓ Holly Ann Bevan RPB

WASH
STATE OF IDAHO, COUNTY OF KING
On this 31st day of December, 1997,
before me, a Notary Public in and for said State, personally appeared

BEFORE ME AND IS

Known to me to be the person wh whose name Robert L. Bevan
subscribed to the within instrument, and acknowledged to me that
..... executed the same.

[Signature]
Notary Public,
Residing at KING COUNTY, WASHINGTON
Commission Expires 7-9-99



DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated, 19

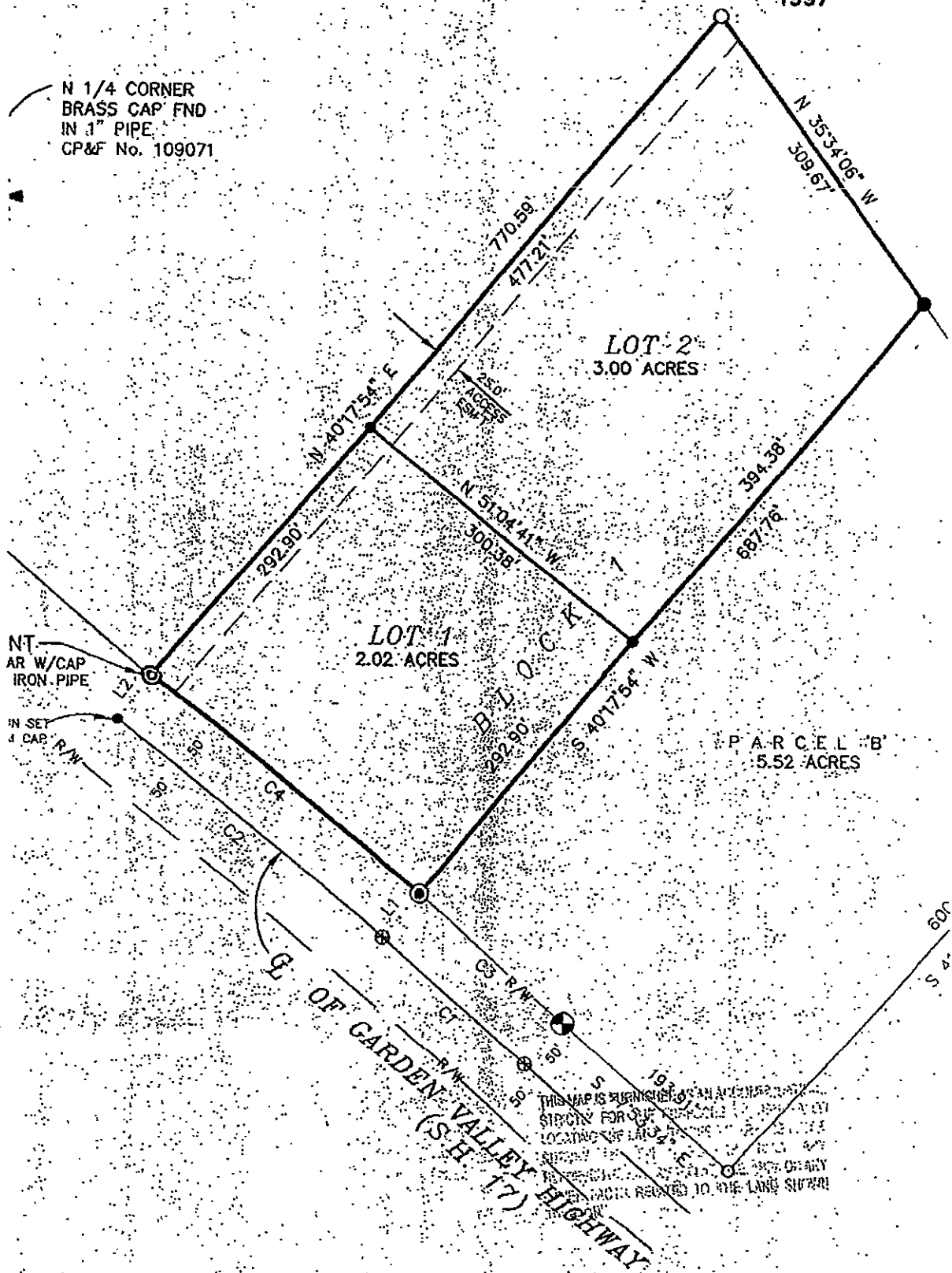
Furnished through the
courtesy of

ALLIANCE
TITLE & ESCROW CORP.

GARDEN VALLEY HEALTH CENTER

A PARCEL OF LAND LOCATED IN THE SE 1
THE SW 1/4 NE 1/4, SECTION 22, T.9N
BOISE COUNTY, IDAHO
1997

N 1/4 CORNER
BRASS CAP END
IN 1" PIPE
CP&F No. 109071



RP09N04E221793A
3/19/98

INSTRUMENT #: 167229
TYPE LOCATION 300

SALES VERIFICATION

SELLER GARDEN VALLEY HEALTH CENTER,
BUYER BEVAN, ROBERT L.
ADDRESS P.O. BOX 275
GARDEN VALLEY ID 83622

LEGAL DESCRIPTION
T9N R4E SEC 22 (SENE & SWNE)
GARDEN VALLEY HEALTH CENTER
SEGR. BLK 1 LOT 2

1. TOTAL SALE PRICE \$ 25,000.⁰⁰ DATE OF SALE: Month JAN. 1, Year 98
2. DOWN PAYMENT \$ _____ LOAN AMOUNT \$ _____ INTEREST RATE _____ % YEARS _____
- FINANCING ☐ Conventional ☐ VA ☐ FHA ☒ Cash ☐ Private ☐ IHA ☐ Other _____
3. IF FURNITURE, FIXTURES, ETC. WERE INCLUDED IN TOTAL PRICE, PLEASE ESTIMATE THE VALUE AND LIST THE ITEMS INCLUDED.
- Value \$ _____ Items _____
4. THIS SALE WAS: ☒ An Ordinary Transaction ☐ A Trade ☐ An Estate Sale ☐ A Foreclosure
☐ Between Family ☐ An Easement ☐ A Condemnation ☐ Other _____
5. THE TYPE OF PROPERTY WAS: ☐ Commercial ☐ Residential ☒ Agricultural ☐ Other _____
- WAS THIS BARE LAND? ☐ Yes ☐ No
6. IF THE PROPERTY WAS RENTED AT THE TIME OF SALE, WHAT WAS THE RENTAL AMOUNT? _____ mo. _____ y

REMARKS AND CONDITIONS OF THE SALE _____

SIGNATURE: _____

Robert L. Bevan

DATE: _____

5/12/98

WORK PHONE _____

N/A

HOME PHONE _____

208-462-3478

QUITCLAIM DEED

Instrument # 197967

IDAHO CITY, BOISE COUNTY, IDAHO

2004-08-23 11:32:42 No. of Pages: 1

Recorded for: ROBERT L. BEVAN

RORA A. CANODY

Fee: 3.00

Ex-Officio Recorder Deputy Shirley A. George

Index to: DEEDS

FOR VALUE RECEIVED,

Robert L. BEVAN

GRANTOR, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY
UNTO:

IRENE C. HULTGREN

GRANTEE, WHOSE CURRENT MAILING ADDRESS IS:

BOX 326

GARDEN VALLEY, IDAHO 83622

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN BOISE
COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS

FOLLOWS: LOT 2 IN BLOCK I OF GARDEN VALLEY HEALTH
CENTER SECREGATION PLAT ACCORDING TO THE OFFICIAL PLAT
THEREOF RECORDED DECEMBER 17, 1997, AN INSTRUMENT NO. 167079,
RECORDS OF BOISE COUNTY, IDAHO

TOGETHER WITH THEIR APPURTENANCES,

Robert L. Bevan

SIGNATURE

8/23/04

DATE

Irene C. Hultgren

SIGNATURE

8/23/04

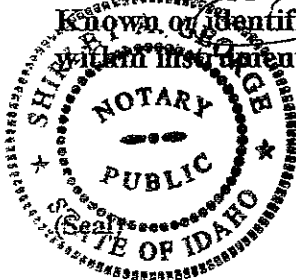
DATE

STATE OF IDAHO)

COUNTY OF BOISE)

On this 23 day of August in the year 2004, before me a notary public in and
for said State,

Personally appeared Robert L. Bevan and Irene C. Hultgren
known or identified to me to be the person whose name are subscribed to the
within instrument, and acknowledged to me that they executed the same.



Shirley A. George
Notary Public of Idaho

Residing at Idaho City,
My Commission expires 6-23-2005