



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

April 3, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

MATTHEW TELFORD
983 E 49 N
IDAHO FALLS ID 83401

RE: Notice of Change of Ownership for Water Rights 31-10111, 10112, 10113, 10114

Dear Mr. Telford:

Our letters of June 21, 2005 and August 8, 2005 (copies enclosed) requesting evidence of water right ownership for the above referenced water rights ownership change remain unanswered. Therefore, I am returning the Notice of Change in Water Right Ownership request. Copies of your ownership change request information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data we will be happy to complete the request for you.

If you have any questions regarding this matter, please call me at 208-287-4952.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kari Lynn Townsend', is written over a horizontal line.

Kari Lynn Townsend
Secretary

KLT:k

Enclosure

RECEIVED

APR 1 2002

RECEIVED

APR 10 2002

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

Department of Water Resources
Eastern District Office

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, 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
<u>31-10111</u>					
<u>31-10112</u>					
<u>31-10113</u>					
<u>31-10114</u>					

Partial Decree Issued

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) are 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)

Charles Vadnais
Ted Vadnais

4. New Owner/Claimant(s)

Matthew Telford

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

983 E 49 N

City, State and ZIP Code

Idaho Falls ID 83401

New Telephone Number

(208) 731-9987

5. Date you acquired the property

4-8-02

COPY

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Matthew Telford

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by <i>GC</i>	Date <u>4-10-02</u>	Fee <u>\$100 -</u>
Receipted by <i>GC</i>	Date <u>4-10-02</u>	Receipt No. <u>E027623</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

COMMITMENT FOR TITLE INSURANCE

Order No: 3060313744 (update 2)

SCHEDULE A

1. Effective date: 9/02/2003 at 7:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage
Amount: \$200,000.00
Premium: \$1,205.00
(based on
\$300,000.00 total
purchase price)

Proposed Insured:

Matt Telford

(b) ALTA Loan Policy ☐ Standard Coverage ☒ Extended Coverage
Amount: \$534,400.00
Premium: \$1,123.88

(c) Endorsements: Amount: \$

Proposed Insured:

Agricultural Mortgage Co. of America, LLC its successors and assigns

3. The estate or interest in the land described or referred to in this commitment and covered herein is:
Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

TRACT I: Thomas A. Vadnais and Ethel R. Vadnais, Husband and Wife
TRACT II: Matthew Telford, an unmarried person

5. The land referred to in this Commitment is described as follows:

TRACT I:

Township 12 North, Range 39 East of the Boise Meridian, Clark County, Idaho.
Section 5: SE¼

TRACT II:

Township 12 North, Range 39 East of the Boise Meridian, Clark County, Idaho.
Section 16: S¼
Section 17: E½ NE¼

COPY

COMMITMENT FOR TITLE INSURANCE

Order No.: 3060313744

SCHEDULE B - SECTION 1

The following are the Requirements to be complied with:

- A. Instrument(s) necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed for record.
1. A Deed from Thomas A. Vadnais and Ethel R. Vadnais, husband and wife, and Theodore L. Vadnais and Clysta M. Vadnais, husband and wife, and Charles R. Vadnais and Sharon K. Vadnais, husband and wife to Matt Telford, an unmarried person. (for Tract I)
 2. A Deed of Trust (Mortgage) to secure the debt from Matt Telford to Agricultural Mortgage Co. of America. (for Tracts I & II)

Note No.: 1: Taxes, including any assessments collected therewith, for the year shown below:
Amount: \$843.84 (due)
Year: 2003.
Parcel No.: RP 12N39E057210 A.

Note No.: 1: Taxes, including any assessments collected therewith, for the year shown below:
Amount: \$199.28 (due)
Year: 2003.
Parcel No.: RP 12N39E164810 A.

Note No.: 1: Taxes, including any assessments collected therewith, for the year shown below:
Amount: \$112.08 (due)
Year: 2003.
Parcel No.: RP 12N39E170010 A.

Note No.: 3: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No.: 4: According to the available County Assessor's Office records, the purported address of said land is:

Address not available at this time

Note No.: 5: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Kathleen Brown.

This commitment is made further subject to the exceptions shown in Schedule B, Section 2 hereof.

COPY

RECEIVED
AUG 08 2005
DEPARTMENT OF
WATER RESOURCES

WARRANTY DEED

Order No.: 3060414920

FOR VALUE RECEIVED

Theodore L. Vadnais aka Theodore Vadnais and Clysta Vadnais, Husband and Wife

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

Matt Telford, an unmarried person 

whose current address is

983 E 49th N Idaho Falls ID 83401

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

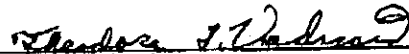
Tract 1: The North 1/4 of the E 1/2 of the E 1/2 of Section 8, Township 12 North, Range 39 East of the Boise Meridian, Clark County, Idaho. Excepting therefrom the NENENE of Section 8, Township 12 North, Range 39 East, Boise Meridian, Clark County, Idaho.

Tract 2: NENENE of Section 8, Township 12 North, Range 39 East, Boise Meridian, Clark 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: 4/01/2004


Theodore L. Vadnais

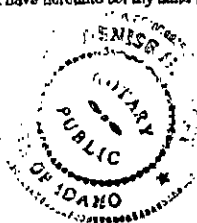

Clysta Vadnais

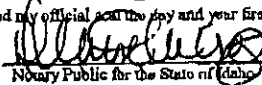
State of Idaho

County of Bonneville

On this 1st day of April, in the year 2004, before me, a Notary Public in and for said state, personally appeared Theodore L. Vadnais and Clysta Vadnais, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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




Notary Public for the State of Idaho
Residing at:
Commission Expires:

Residing in Bonneville County
Commission Expires: 2-27-10

Microfilm No. 050548
3 Day April 20 04
At 3:57 O'Clock P M
CONNIE S. OWEN
Clark Co. Recorder
Fee \$ 3 -
Becky Nordstrom Deputy
Recorded at Request of
Alliance

COPY

WARRANTY DEED

Order No.: 3060414920

FOR VALUE RECEIVED

Charles Richard Vadnais and Sharon Vadnais, husband and wife

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

Theodore L. Vadnais and Clysta Vadnais, husband and wife

whose current address is

2040 E 1900 N Hamer ID 83425

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

NENENE of Section 8, Township 12 North, Range 39 East, Boise Meridian, Clark 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: 4/01/2004

Charles Richard VadnaisSharon Vadnais

Charles Richard Vadnais

Sharon Vadnais

State of Idaho

County of Bonneville

On this 3rd day of March, in the year 2004, before me, a Notary Public in and for said state, personally appeared Charles Richard Vadnais, Sharon Vadnais known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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

Alvin C. Cross
Notary Public for the State of IdahoResiding at:
Commission Expires:Residing in Bonneville County
Commission Expires: 2-27-10

ALLIANCE TITLE REXBURG

Microfilm No. 050547

At 3:55 Day April 20 04
O'Clock P M

CONNIS S. OWEN

Clark Co. Recorder

Fee \$ 3.00

Becky Nordstrom Deputy

Recorded at Request of

Alliance

COPY

RECEIVED

AUG 08 2005

DEPARTMENT OF
WATER RESOURCES

REAL ESTATE MORTGAGE

Order No.: 3060414920

For Value Received

Matt Telford, an unmarried person,

the Mortgagor, does hereby Grant, Bargain, Sell and Convey unto

Theodore L. Vadnais aka Theodore Vadnais and Clysta Vadnais, Husband and Wife,

the Mortgagee, the following described premises in Clark County, ID, to-wit:

Tract 1: The North ½ of the E ½ of the E ½ of Section 8, Township 12 North, Range 39 East of the Boise Meridian, Clark County, Idaho. Excepting therefrom the NENENE of Section 8, Township 12 North, Range 39 East, Boise Meridian, Clark County, Idaho.

Tract 2: NENENE of Section 8, Township 12 North, Range 39 East, Boise Meridian, Clark County, Idaho.

To have and to hold the said premises, with their appurtenances, unto the said mortgagees heirs and assigns forever.

This conveyance is intended as a mortgage to secure payment of the sum of \$100800.00 With interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the mortgagee, with final payment due April 1, 2009 and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The Mortgagor covenants and agrees with the mortgagee as follows:

That he/she or they are the owner in fee simple of the above described premises and that they are free from all encumbrances.

That he/she or they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note.

That he/she or they will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency.

That he/she or they will keep the buildings on said premises insured against loss or damage by fire, by an insurance company acceptable to the mortgagee with loss payable to the mortgagee as their interest may appear, in a sum not less than the outstanding balance of the indebtedness secured hereby; and deliver such policy to the mortgagee, until the sums secured by this mortgage are fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the then date or procure a title report from a reputable Title Company and the mortgagor agrees to pay the cost thereof upon demand.

If the mortgagor shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the same or procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purpose shall be added to the indebtedness hereby secured and shall be repayable on demand, with interest.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagor hereby sells and assigns to the mortgagee any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagor shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal and interest, or in any of the covenants or agreements herein contained, then the mortgagee or assigns, at his option, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of

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such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, pay over to the mortgagor, heirs and assigns.

March 31, 2004

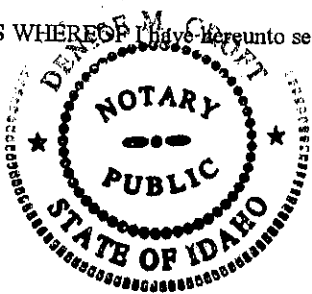
Matt Telford
Matt Telford

State of Idaho

County of Bonneville } ss.

On this 21st day of April, in the year 2004 before me, a Notary Public in and for said state, personally appeared Matt Telford known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Denise M. Croft
Notary Public for the State of Idaho

Residing at:
Commission Expires:

Residing in Bonneville County
Commission Expires: 2-27-10

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COPY