

No Color
Documents
In File

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED
JUL 03 1997
Department of Water Resources
Southern Region

1. Water Right Number(s) 36-11771
Adjudication Claim Number(s) _____

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) EMERSON GRANGE #190
400 S 850 W
HEYBURN ID 83336

4. New Owner/Claimant(s) JASON RYAN CULLEY
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 848 W 400 S

City, State and ZIP Code HEYBURN ID 83336

New Telephone Number (208) 678-7959

5. Date you acquired the property 1-28-97

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 1 Number and type of stock 0

Diversion rate in CFS _____ Number of homes 1 Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Jon R. Culley Date 6-30-97

Date _____

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

MAY 22 2000

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190

IDWR Southern Region, 1341 Fillmore St. N., Twin Falls, ID 83301-3380 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

428111 DEED OF TRUST

Made this 28th day of January, 1997, BETWEEN JASON RYAN CULLEY, An unmarried person ("GRANTOR"), whose address is 388 South 850 West HEYBURN, ID 83336, LAND TITLE AND ESCROW, INC. an Idaho Corporation, ("TRUSTEE"), P O Box 111, Rupert, Idaho 83350 and RYAN D. CULLEY AND JUDITH A. CULLEY ("BENEFICIARY"), WITNESSETH: Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of MINIDOKA, State of Idaho described as follows:

SEE ATTACHED EXHIBIT "A"

THIS IS A PURCHASE MONEY DEED OF TRUST

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of **Thirty Eight Thousand Dollars, (\$ 38,000.00)**, with the final payment due on January 28, 2027 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.

1. GRANTOR AGREES:

1.1 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 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, 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.

1.2 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 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.

1.3 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 costs 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.

1.4 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 and any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

1.5 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 the rate authorized by Idaho Code 28-22-104(1).

1.6 Should Grantor fail to make any payment or to do any acts 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 any 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 judgement 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.

1.7 The property does not contain more than twenty acres.

2. IT IS MUTUALLY AGREED:

2.1 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.

2.2 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.

2.3 At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed 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.

2.4 Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed 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."

2.5 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,

MAY 22 2000

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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 attorney's 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 hereunder or invalidate any act done pursuant to such notice.

2.6 Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby 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.

2.7 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.

2.8 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; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. The Beneficiary shall also have all rights provided by law whether stated here or not.

2.9 This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns. The term Beneficiary shall mean the holder and owner of the debt secured hereby. 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.

2.10 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.

2.11 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 named herein.

2.12 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.

2.13 The interest and payment terms on the note secured hereby may be indexed, renewed, renegotiated or adjusted during the term of the note and which may affect the term of the note. The amount of the debt secured may be increased because of a deferment of all or portions of the interest of a deferment of all or portions of the interest if added to the principal balance of the note.

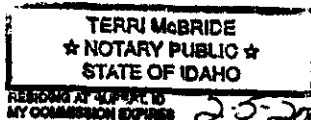
3. ADDITIONAL AGREEMENTS:

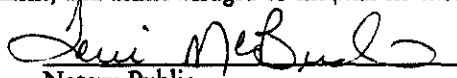
DATED the 28th day of January, 1997


JASON RYAN CULLEY

STATE OF IDAHO)
) ss.
COUNTY OF Minidoka)

On this 29th day of January, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared JASON RYAN CULLEY, 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.




Notary Public
Residing at:
My Commission expires:

MINIDOKA COUNTY, IDAHO
DUANE SMITH, RECORDER
FEE 9 DEPUTY
JAN 22 2000

RECORDED AT REQUEST OF
Land Title Report
FILM NO. 428111
97 JAN 30 15 : 30
MINIDOKA COUNTY, IDAHO
DUANE SMITH, RECORDER
FEE 9 DEPUTY

EXHIBIT "A"

Order Number: 28039 MC

TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 12: Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Commencing at the Southwest corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 12;
Thence East 30 rods;
Thence North 16 rods;
Thence West 30 rods;
Thence South 16 rods to the Place of Beginning.

EXCEPTING THEREFROM the following described parcel:

Beginning at a point 212 feet East of the Southwest corner of the
S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 12;
Thence East 283 feet;
Thence North 264 feet;
Thence West 283 feet;
Thence South 264 feet to the Place of Beginning.

MAY 22 2000

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. EC1245

Date: January 28, 1997

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled REAL ESTATE PURCHASE & SALE AGREEMENT and dated 1/03/97, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these Instructions shall conflict, the terms of these instructions shall control.

PROPERTY: 400 SOUTH 850 WEST, HEYBURN, ID

BUYER: JASON RYAN CULLEY, An unmarried person

SELLER: EMERSON GRANGE NO. 190 INC. an Idaho Corporation

TERMS: Sale Price \$ 38,000.00

Payable as follows:

Earnest Money Deposit:	\$ 400.00	held by BROWN REALTY
Assumption of	\$	
approximate balance owing		
after the \$ payment		
New Loan	\$38,000.00	from RYAN D. CULLEY AND JUDITH A. CULLEY
Purchase Money Deed of Trust	\$	from JASON RYAN CULLEY TO RYAN D. CULLEY
Cash Required at Closing	\$	

(All assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRORATION DATE: January 28, 1997 CLOSING DATE: January 28, 1997 The closing agent is instructed to prorate all items to be prorated as of the proration date with the Seller being responsible for all such items up to but not including the date of proration and the Buyer being responsible for such items from and including the date of proration.

The property taxes for 1997 shall NOT be prorated because seller has exempt status. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203, and Title 63, Chapter 39 "New and Additional Assessments", "Adjustments of Taxes by the Board of Commissioners", and "Tax on Newly Constructed and Occupied Residential and Commercial Structures", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D), or PAID OUTSIDE CLOSING (POC).

na Attorney's Fees	S Title Insurance, Owners Policy
D Closing Fee	NA Title Insurance, Loan Policy
NA Assumption Fee	NA Initial Escrow Fee
NA Escrow Collection Fee	

S Real Estate Commission 3.0000% (\$1,140.00) to BROWN REALTY

S Real Estate Commission 3.0000% (\$1,140.00) to CENTURY 21/RIVERSIDE REALTY

TITLE INSURANCE: Insurer FIRST AMERICAN TITLE INSURANCE CO. Order No. 28039 MC

S (X) Standard () Extended coverage owners policy Amt. \$38,000.00

NA () Standard () Extended coverage loan policy Amt. \$

HAZARD INSURANCE:

☐ Assume Existing ☒ Obtain New ☐ None Required

RECEIVED
JAN 28 1997

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 36-11771

1996 NOV 22 AM 9:42

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

FILED _____

NAME & ADDRESS: EMERSON GRANGE 190
400 S 850 W
RUPERT ID 83350

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 2,500
GALLONS PER DAY.

PRIORITY DATE: 12/31/1914

POINT OF DIVERSION: T10S R22E S12 SWSWSW Within MINIDOKA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE DOMESTIC 1 GRANGE HALL	PERIOD OF USE 01-01 12-31	QUANTITY 0.04 CFS
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PLACE OF USE: DOMESTIC Within MINIDOKA County
T10S R22E S12 SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED: NOV 22 1996


DANIEL C. HURLBUTT
PRESIDING JUDGE
Snake River Basin Adjudication

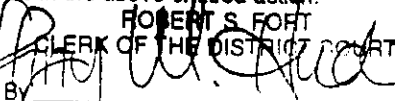
RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

State of Idaho

County of Twin Falls ss.

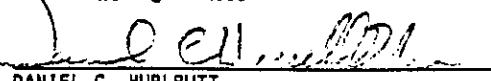
I hereby certify the foregoing to be a full,
true and correct copy of the original on
file in the above entitled action.

By 
ROBERT S. FORT
CLERK OF THE DISTRICT COURT

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 36-11771



DATED: NOV 22 1996


DANIEL C. HURLBUTT
PRESIDING JUDGE
Snake River Basin Adjudication

MICROFILMED

MAY 22 1997

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OCT-29-1996

MAY 22 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 6, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JASON RYAN CULLEY
848 W 400 S
HEYBURN ID 83336

RE: Decreed Water Right 36-11771

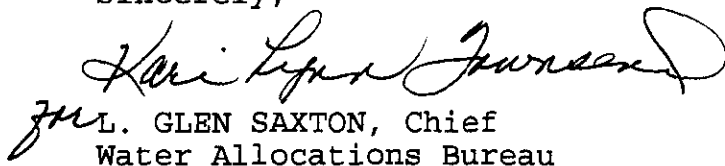
Dear Mr. Culley:

The department acknowledges receipt of correspondence changing ownership of the above referenced decreed water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,


L. GLEN SAXTON, Chief
Water Allocations Bureau

LGS:klt

Enclosure

MCRC-11771

MAY 22 2006