

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 25 2024

**NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

DEPT. OF WATER RESOURCES

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 #7 of the instructions.

DE✓

| Water Right/Claim No. | Split?                                  | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|-----------------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 63-35615              | Yes <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name:

MORGAN BOLDERMAN

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

KHAMMANY RATHAMONE

Ten Mile Creek

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

9762 W. Shelterwood DR

BOISE

10

83709

Mailing address

City

State

Zip

208-919-5048

Koolkham@yahoo.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:

10/15/2024

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐

- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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):  
o \$25 per undivided water right.  
o \$100 per split water right.  
o 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:

Signature of new owner/claimant

Title, if applicable

Date

Khammany Rathamone

Print name

10/15/24

Signature:

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by KM

Date 10.25.24

Receipt No. C119199

Receipt Amt. \$100

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

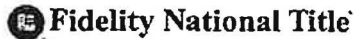
W-9 received? Yes ☐ No ☐

Name on W-9

Approved by

Processed by DM

Date 12-31-24



ADA COUNTY RECORDER Trent Tripple  
BOISE IDAHO Pgs=2 ANGIE STEELE  
VCR

**2024-057998**  
**10/15/2024 04:02 PM**  
\$15.00

Escrow No.: 34602441659-NH

**RECEIVED**

**DEC 31 2024**

DEPT. OF WATER RESOURCES

## WARRANTY DEED

### FOR VALUE RECEIVED

**Morgan Bolderman, a married man as his sole and separate property**

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

**Khammany Rathamone, a married man**

GRANTEE(S), whose current address is: **9762 W Shelterwood Dr, Boise, ID 83709**

the following described real property in Ada County, Idaho, more particularly described as follows, to wit:

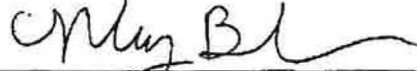
Lot 2 in Block 1 of Bold Estates Subdivision, according to the official plat thereof, filed in Book 128 of Plats at Page(s) 20731 and 20732, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

**WARRANTY DEED**  
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

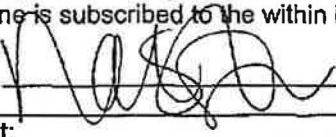
Effective this 15th day of October, 2024.

  
\_\_\_\_\_  
Morgan Bolderman

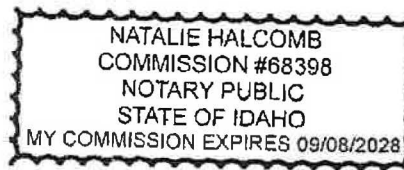
  
\_\_\_\_\_  
Natalia M Bolderman

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 14 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Morgan Bolderman and Natalia M Bolderman known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Signature:   
Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(SEAL)





Escrow No.: 34602441659-NH

## DEED OF TRUST

THIS DEED OF TRUST, made October 14, 2024 BETWEEN Khammany Rathamone, herein called the GRANTOR; whose address is: 9762 W Shelterwood Dr, Boise, ID 83709, AND Transnation Title & Escrow, Inc., a Delaware Corporation doing business as Fidelity National Title Company, herein called TRUSTEE, AND Morgan Bolderman, herein called BENEFICIARY, whose address is: 7985 S Cloverdale Rd, Boise, ID 83709.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in Ada County, Idaho, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH 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 Three Hundred Twenty-Five Thousand And No/100 Dollars (\$325,000.00) final payment due November 1, 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 of 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 performed and materials furnished therefore; **to comply with all laws, regulations and ordinances** 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.
2. To provide, maintain and deliver to Beneficiary **general commercial liability insurance with a livestock rider covering bodily injury, property damage, and personal injury, and that shall include covering in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 genreal aggregate and 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.

## DEED OF TRUST

(continued)

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 (10) days before delinquency all taxes and assessments affecting said property, when done, 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 the 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 expenditure at the highest lawful rate permissible under Idaho Law.
  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 of power 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 monies 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. 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.
  3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of the Deed of Trust 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 of plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
  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 matter 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".

## DEED OF TRUST

(continued)

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, 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 or notice of default hereunder or invalidate any act done pursuant to such notice.
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.

Notice of sale having been 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 such in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed 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 highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.
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 pledge thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or 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 proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

## DEED OF TRUST

(continued)

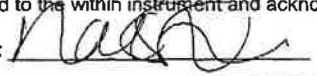
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, 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.
10. 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 herein before set forth.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

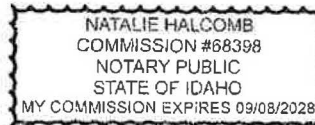
  
Khammany Rathamone

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 15 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Khammany Rathamone known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Signature:   
Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: 09/08/2028

(SEAL)



Hereby read and approved:

  
Morgan Bolderman

10/14/24  
Date

**EXHIBIT "A"**  
Legal Description

Lot 2 in Block 1 of Bold Estates Subdivision, according to the official plat thereof, filed in Book 128 of Plats at Page(s) 20731 and 20732, records of Ada County, Idaho.



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098  
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov) • Website: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Mathew Weaver

January 10, 2025

KHAMMANY RATHAMONE  
9762 W SHELTERWOOD DR  
BOISE ID 83709-5396

Re: Change in Ownership for Water Right No(s): **63-35615**

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Please note, there was no split required to process your ownership change for water right 63-35615. A refund of \$75 has been requested and will be mailed to Khammany Rathamone, under separate cover from the Idaho State Controller's Office.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield  
Technical Records Specialist 1

Enclosure(s)



## Mansfield, Debra

---

**From:** Mansfield, Debra  
**Sent:** Wednesday, January 8, 2025 2:42 PM  
**To:** IdwrPayable  
**Subject:** REFUND: KHAMMANY RATHAMONE

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: January 8, 2025

**RE: Refund: Ownership Change**

Khammany Rathamone submitted a split Change in Water Right Ownership for water right 63-35615 on 10/25/2024 but the ownership change did not require a split.

**Please issue a refund of \$75.00 to:**

KHAMMANY RATHAMONE  
9762 W SHELTERWOOD DR  
BOISE ID 83709-5396

RECEIPT #

C119199

Thank you,

**Debra Mansfield** | Technical Records Specialist 1  
IDWR – State Office  
322 E Front St, Boise ID 83702-7371  
(208) 287-4921 | [Debra.Mansfield@idwr.idaho.gov](mailto:Debra.Mansfield@idwr.idaho.gov)



IDAHO DEPARTMENT OF  
**WATER RESOURCES**

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098  
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: [idwrinfo@idwr.idaho.gov](mailto:idwrinfo@idwr.idaho.gov) • Website: [idwr.idaho.gov](http://idwr.idaho.gov)

Governor Brad Little

Director Mathew Weaver

November 19, 2024

KHAMMANY RATHAMONE  
9762 W SHELTERWOOD DR  
BOISE ID 83709-5396

RE: Change in Ownership for Water Right No(s): **63-35615**

Dear Interested Parties:

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

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

During our review of the documentation you submitted we found that we will need different evidence of water right ownership to proceed. The Department received a Deed of Trust with your Notice, I have enclosed a copy of the document for your reference. Deeds of Trust are not acceptable documents for the ownership change process.

*The supporting documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located.*

**Please note:** Items that are not conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

If you have any questions regarding this matter, please contact me at (208)287-4800.

Sincerely,

Debra Mansfield  
Technical Records Specialist 1

## Mansfield, Debra

---

**From:** Mansfield, Debra  
**Sent:** Tuesday, November 19, 2024 4:24 PM  
**To:** koolkham@yahoo.com  
**Subject:** Regarding your Received Notice of Change in Water Right Ownership: 63-35615  
**Attachments:** Regarding your Change in Ownership for Water Right 63-35615.pdf

Hello,

Please see the attached letter regarding your received Notice of Change in Water Right Ownership. This letter is also being mailed via USPS, per Department procedure.

Required documentation may be electronically submitted to: [file@idwr.idaho.gov](mailto:file@idwr.idaho.gov)

I cannot receive documentation through this email, but feel free to respond to this email with any questions you have regarding your ownership change.

Thank you,

**Debra Mansfield** | Technical Records Specialist 1  
IDWR – State Office  
322 E Front St, Boise ID 83702-7371  
(208) 287-4800 | [Debra.Mansfield@idwr.idaho.gov](mailto:Debra.Mansfield@idwr.idaho.gov)