

AUG 01 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
67-10907	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Gary Joe Baker

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Wayne L. and Diane J. Stafford

New owner(s) as listed on the conveyance document

Name connector ☐ and ☒ or702 Haas Rd.

Mailing address

Ukaiser

City

ID

State

83672

Zip

404. 208 549-1363 Cell 208 550-9072

Telephone

WStafford153@gmail.com

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: 1-31-1991
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: Wayne L. Stafford owner 7-28-2022
- Signature of new owner/claimant Title, if applicable Date
- Wayne L. Stafford
- Print name
- Signature: Diane J. Stafford owner 7-28-2022
- Signature of new owner/claimant Title, if applicable Date
- Diane J. Stafford
- Print name

For IDWR Office Use Only:

Received by u Date 06/01/2022 Receipt No. W050647 Receipt Amt. \$25.00

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 JP Date 10/31/22

SCANNED
DEC 16 2022

RECORDING REQUESTED BY
Pioneer Lender Trustee Services, LLC

AND WHEN RECORDED MAIL TO:
Pioneer Lender Trustee Services, LLC
8151 W. Rifleman St.
Boise, ID 83704

Instrument # 213047

STATE OF IDAHO, COUNTY OF WASHINGTON
8-19-2009 11:44:00 No. of Pages: 1
Recorded for : PIONEER TITLE
SHARON WIDNER Fee: 3.00
Ex-Officio Recorder Deputy *Sharon Widner*
Index to: MORTGAGE - RELEASE OF

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Ref: 190375

DEED OF RECONVEYANCE

WHEREAS, Pioneer Title of Canyon County, is the present Trustee of record under the following described Deed of Trust:

Trustor: Wayne L. Stafford and Diane J. Stafford, husband and wife

Beneficiary: Quinco Credit Union

Dated: 07/11/03, Recorded: 07/17/03, Book/Reel/Liber: N/A, Page/Folio: N/A as Instrument No.: 190375 in the County of Washington, State of Idaho

AND WHEREAS, the above said Deed of Trust has been paid in full;

NOW THEREFORE, the present Trustee having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby a written request to reconvey by reason of the obligations secured by said Deed of Trust, **DOES HEREBY RECONVEY**, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust and the describing the land therein as more fully described in said Deed of Trust

Pioneer Title Company of Canyon County, by Pioneer Lender Trustee Services, LLC, as its Authorized Agent
On July 1, 2009

By: *[Signature]*
Ronald W. Jantzen, Vice President/Trustee Manager

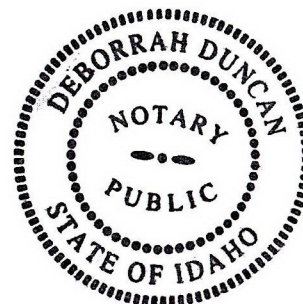
State of Idaho } ss.
County of Ada }

On 7/1/2009 before me, Deborrah Duncan, a Notary Public in and for Ada County in the State of Idaho, personally appeared Ronald W. Jantzen, Vice President/Trustee Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Signature : *[Signature]* (Seal)

Notary Commission Expires: 4/18/2014



RECEIVED

NOV 16 2022

DEPARTMENT OF
WATER RESOURCES

DEED OF TRUST

THIS DEED OF TRUST, Made this 31th day of January, 1991,
BETWEEN WAYNE STAFFORD and DIANE STAFFORD, husband and wife,
herein called GRANTOR,
whose address is 702 Haas Road, Weiser, Idaho 83672,

WASHINGTON COUNTY TITLE COMPANY, an Idaho corporation,
and JOE BAKER, a single man, ~~XXXXXXXXXXXX~~ with its principal place
of business at ~~XXXXXXXXXXXX~~ 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 Washington
State of Idaho, described as follows; and containing not more than twenty acres:

Beginning at the southeast corner of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26, Township 11 North,
Range 6 West of the Boise Meridian;

Thence N 89° 45' 51" W, along the South line of said E $\frac{1}{2}$ SE $\frac{1}{4}$, 956 feet to the True
Point of Beginning;

Thence N 0° 08' 04" W, parallel with the West line of said E $\frac{1}{2}$ SE $\frac{1}{4}$, 234.00 feet;

Thence N 89° 45' 51" W, parallel with the South line of said E $\frac{1}{2}$ SE $\frac{1}{4}$, 329.02 feet
to a point on the West line of said E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence S 0° 08' 04" E, along the said West line, 234 feet to the Southwest corner
of said E $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence S 89° 45' 51" E 329.02 feet along the South line of said E $\frac{1}{2}$ SE $\frac{1}{4}$ to the True
Point of Beginning.

SUBJECT TO right of way for Haas Road along the West line.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining which
shall be deemed to include but not to be limited to (1) all rents, issues, profits, damages, royalties, revenue and benefits therefrom,
subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (2) all
water and ditch rights however evidenced, used in and upon or appurtenant thereto; (3) all boilers, tanks, pumps, motors and
machinery, plumbing, heating, cooling, refrigerating, ventilating, circulating, air conditioning, water, light, power, gas, electric
and irrigation apparatus, fixtures and equipment, window shades, screens, awnings, venetian blinds, storm doors and windows,
attached floor coverings, in-a-door and roll-away beds, and similar apparatus and equipment.

For the purpose of securing payment of a certain promissory note dated January 31, 1991,
executed and delivered by Grantor to Beneficiary, in the principal sum of ***Sixteen Thousand and no/100***
(\$16,000.00) DOLLARS

and so secure payment of such further principal sums as prior to March 11, 1991,
the maturity date of this Deed of Trust, the Beneficiary may additionally loan to and for the account of Grantor; together with
the interest, and the cost and charges in case of default; Provided, this Deed of Trust shall not at any time secure more than the
principal sum of \$ 16,000.00, together with the interest, and the cost and charges in case of default; and to
secure the performance of the Grantor's covenants in this Deed of Trust contained; 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 inten-
tion 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 therefor; to comply with all laws affecting said property or requir-
ing 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 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.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Bene-
ficiary 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 pay-
ment 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 eight per cent per annum.

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 pur-
porting 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.

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 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.

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.

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 expenditure at eight per cent per annum.

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 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 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.

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 his 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."

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 obligation 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 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 his 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.

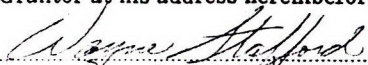
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; 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 feminine 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.


Wayne Stafford


Diane Stafford

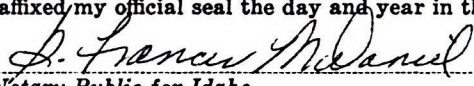
STATE OF IDAHO,

COUNTY OF Washington } ss.

On this 31st day of January, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne Stafford and Diane Stafford,

known to me to be the persons whose names are 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 in this certificate written.


Notary Public for Idaho

DEED OF TRUST

Between

Grantor,

and

Trustee,

and

Beneficiary.

Dated _____, 19____

Office of Recorder
STATE OF IDAHO
COUNTY OF } ss.

I hereby certify that the within Deed of Trust was filed for Record in this office on the _____ day of _____, A.D. 19____, at _____ o'clock _____ m., and was duly recorded in Book _____ of _____ Mortgages on Pages _____

Ex Officio Recorder

By Deputy.

Mail to

DO NOT RECORD. To be used when note has been paid.

To: Trustee.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.



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 • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

December 08, 2022

WAYNE L STAFFORD
DIANE J STAFFORD
702 HAAS RD
WEISER ID 83672-5092

Re: Change in Ownership for Water Right No(s): 67-10907

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.

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,

Sidney Palmer

Sidney Palmer
Technical Records Specialist 1

SCANNED
DEC 16 2022