

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOV 06 2023

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern 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?
74-575 *	Yes ☐	Yes ☐		Yes ☐	Yes ☐
74-576	Yes ☐	Yes ☐		Yes ☐	Yes ☐
74-7103 *	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Mary Ann Beasley Revocable Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): James and Darla Doan
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or
- 601 Lincoln St Salmon ID 83467
Mailing address City State Zip
208-952-3003 / 651-283-6092 jamesdoan2004@gmail.com / dhansen8083@gmail.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: 10/31/2023
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.

SUPPORT DATA

IN FILE # 74-575

8. Signature: James A. Doan 11/1/2023
Signature of new owner/claimant Title, if applicable Date
James Doan
Print name
- Signature: Darla Doan 11/1/2023
Signature of new owner/claimant Title, if applicable Date
Darla Doan
Print name

* Not complete see 11/7 letter

Received by JB Date 11/6/2023 Receipt No. E049597 Receipt Amt. \$75.-

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 Partial JB Approved by JB Processed by JB Date 12/20/23

Refund Requested \$50.- 12/20/2023



WARRANTY DEED

Alliance Title & Escrow, LLC Order No.:650277

FOR VALUE RECEIVED

Mary Ann Beasley, Trustee of The Mary Ann Beasley Revocable Trust, UTA dated February 25, 2008

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

James A. Doan and Darla M. Doan, husband and wife

whose current address is

**601 Lincoln Street
Salmon, ID 83467**

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

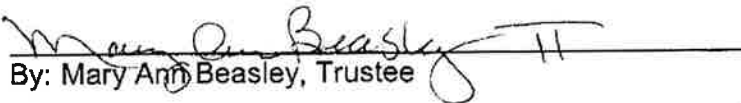
See attached Exhibit 'A'

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: October 31, 2023

The Mary Ann Beasley Revocable Trust, UTA dated February 25, 2008


By: Mary Ann Beasley, Trustee

State of Idaho} ss.
County of Lemhi}

On this 31st day of October, 2023, before me, Sarah Magyar, a Notary Public in and for said state, personally appeared Mary Ann Beasley known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of The Mary Ann Beasley Revocable Trust, UTA dated February 25, 2008,

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

EXHIBIT "A"

650277

Parcel A:

A parcel of land located in Section 5, Township 21 North, Range 22 East, Boise Meridian, City of Salmon, Lemhi County, Idaho, more particularly described as follows:

COMMENCING at the ITD monument located at the intersection of Main Street and Water Street from the which the ITD monument located at the intersection of Main Street and Challis Street, bears South 61°14'40" East a distance of 2847.38 feet, the basis of bearing of this description, run
Thence North 68°08'14" East a distance of 2200.86 feet to a point on the Easterly right-of-way of Confederate Drive;
Thence North 60°36'17" East a distance of 191.92 feet to the POINT OF BEGINNING;
Thence North 26°39'18" West a distance of 124.15 feet;
Thence North 27°09'17" West a distance of 86.12 feet;
Thence South 60°33'47" West a distance of 43.16 feet;
Thence North 15°50'51" West a distance of 119.67 feet;
Thence North 59°50'56" East a distance of 9.59 feet;
Thence North 29°26'11" West a distance of 46.58 feet;
Thence North 20°40'49" East a distance of 407.06 feet to a point on the centerline of the Lemhi River;
Thence the following courses along said centerline:
South 15°13'03" East 180.98 feet;
South 09°56'08" East 170.85 feet;
South 19°15'36" East 201.71 feet;
South 23°52'11" East 99.70 feet;
Thence South 60°36'17" West a distance of 169.64 feet to the POINT OF BEGINNING.

Parcel B:

A parcel of land located in Section 5, Township 21 North, Range 22 East, Boise Meridian, City of Salmon, Lemhi County, Idaho, more particularly described as follows:

COMMENCING at the ITD monument located at the intersection of Main Street and Water Street from which the ITD monument located at the intersection of Main Street and Challis Street, bears South 61°14'40" East a distance of 2847.38 feet, the basis of bearing of this description, run
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Thence North 29°26'11" West a distance of 46.58 feet to the POINT OF BEGINNING;
Thence continuing North 29°26'11" West a distance of 366.34 feet to a point on the Easterly right-of-way of North St. Charles Street;
Thence North 61°09'24" East along said right-of-way a distance of 338.17 feet to a point on the centerline of the Lemhi River;
Thence South 15°13'03" East along said centerline a distance of 105.04 feet;
Thence South 20°40'49" West a distance of 407.06 feet to the POINT OF BEGINNING.

After recording please return to:

Futura Title & Escrow – Long Term Department
925 S Allante Pl.
Boise, ID 83709

Order No. 650277

DEED OF TRUST

THIS DEED OF TRUST, Made this October 30, 2023 BETWEEN **James A. Doan and Darla M. Doan, husband and wife** herein called **GRANTOR**, whose address is: 601 Lincoln Street Salmon, ID 83467 AND **Alliance Title & Escrow, LLC**, herein called **TRUSTEE**, AND Mary Ann Beasley, Trustee of The Mary Ann Beasley Revocable Trust, UTA dated February 25, 2008, herein called **BENEFICIARY**, whose address is 267 Highway 28, Salmon, ID 83467.

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 Lemhi, State of Idaho, described as follows and containing not more than eighty acres:

See attached Exhibit 'A'

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **\$333,000.00**, with final payment due: **November 1, 2025** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided.

Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; 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

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 the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligations 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 therefore 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 upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. 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 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 and 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

bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the 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.

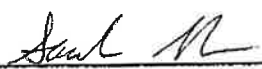

James A. Doan


Darla M. Doan

State of Idaho } ss
County of Lemhi }

On this 31st day of October, 2023, before me, Sarah Magyar, a Notary Public in and for said state, personally appeared James A. Doan and Darla M. Doan, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.

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


Sarah Magyar
Notary Public for the State of Idaho
Residing at: Salmon, ID
Commission Expires: 11-09-2027



File No. 650277

Exhibit 'A'

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State of Idaho
Department of Water Resources

Water Right

74-7103

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/1/2023



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



State of Idaho
Department of Water Resources

Water Right

74-575

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/1/2023



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



State of Idaho
Department of Water Resources

Water Right

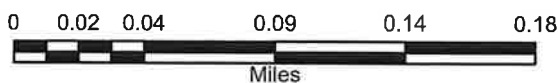
74-575

STOCKWATER

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/1/2023



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



State of Idaho
Department of Water Resources

Water Right

74-576

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



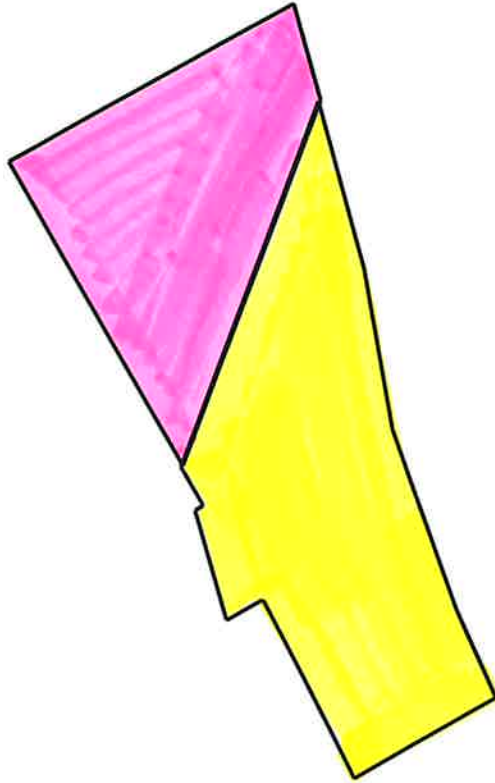
Date created: 11/1/2023



Legend

- Quarter Quarters
- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion





James & Darla Doan

11/6/2023

Scale: 1 inch= 200 feet

File: 74-575, 74-576, 74-7103

Tract 1: 2.4445 Acres (106484 Sq. Feet), Closure: n35.0033e 0.09 ft. (1/19037), Perimeter=1659 ft.
Tract 2: 1.7097 Acres (74477 Sq. Feet), Closure: s88.0140w 0.01 ft. (1/169462), Perimeter=1217 ft.

01 /n68.0814e 2200.86
02 /n60.3617e 191.92
03 n26.3918w 124.15
04 n27.0917w 86.12
05 s60.3347w 43.16
06 n15.5051w 119.67
07 n59.5056e 9.59
08 n29.2611w 46.58
09 n20.4049e 407.06
10 s15.1303e 180.98
11 s09.5608e 170.85
12 s19.1536e 201.71
13 s23.5211e 99.70
14 s60.3617w 169.64
15 @0
16 /n68.0814e 2200.86
17 /n60.3617e 191.92
18 /n26.3918w 124.15

19 /n27.0917w 86.12
20 /s60.3347w 43.16
21 /n15.5051w 119.67
22 /n59.5056e 9.59
23 /n26.2611w 46.58
24 n29.2611w 366.34
25 n61.0924e 338.17
26 s15.1330e 105.04
27 s20.4049w 407.06



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 20, 2023

JAMES DOAN
DARLA DOAN
601 LINCOLN ST
SALMON ID 83467-3523

Re: Change in Ownership for Water Right No(s): 74-575, 74-576, 74-7103

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 for one of the water rights and has enclosed a computer-generated report for you.

Two of the water rights could not be updated. On November 7, 2023, we sent a request for additional information and/or fees (copy of the letter enclosed). Additional information was to be provided within 30 days. The department has not received the additional information or fees. Therefore, the ownership change for water right 74-575 and 74-7103 cannot be complete. Because we did not update those water rights you are entitled to a partial refund. The department has initiated a refund, and it should arrive from the state office in a couple of weeks.

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. For water rights 74-575 and 74-7103 feel free to refile your change in ownership anytime in the future. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you refile the application.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 74

Baily, Jonie

From: Baily, Jonie
Sent: Wednesday, December 20, 2023 12:37 PM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt.PDF

Good afternoon!

I have a refund request as follows:

Receipt number: E049597
Amount: \$50.00
Payable to: DARLA DOAN
601 LINCOLN ST
SALMON ID 83467

Reason: Ownership Change filed. Additional information for some of the water rights was requested but was not received. Therefore, the water right that can be complete is being complete the water rights that cannot be complete are being returned unprocessed. .

Let me know if you have any questions or need additional information. Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Baily | Technical Records Specialist

900 N Skyline Drive Ste. A, Idaho Falls, ID 83402

Phone number: (208) 525-7161

Fax number: (208) 525-7177

Email: jonie.barg@idwr.idaho.gov

Website: www.idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 7, 2023

JAMES DOAN
DARLA DOAN
601 LINCOLN ST
SALMON ID 83467

RE: Change in Ownership Water Right No. 74-575, 74-576, 74-7103

Dear Sir/Madam:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. The department received sufficient evidence to update 74-576, however additional information and/or fees is required for 74-575 and 74-7103.

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

**** **Evidence of Ownership:** Please review the map attached. According to the legal description on the Warranty Deed we received you did not purchase the entire place of use of the water rights 74-575 and 74-7103. If you believe this is an error, please provide evidence of ownership for the entire place of use of the water right. If you believe a split is required, an additional filing fee of \$150.00 is required. The fee for a split ownership change is \$100.00 per water right and a non-split is \$25.00 per water right. Making the total fee for this application \$225.00 if we split 2 water rights. The department has already received \$75.00, so the additional fee would be \$150.00.

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

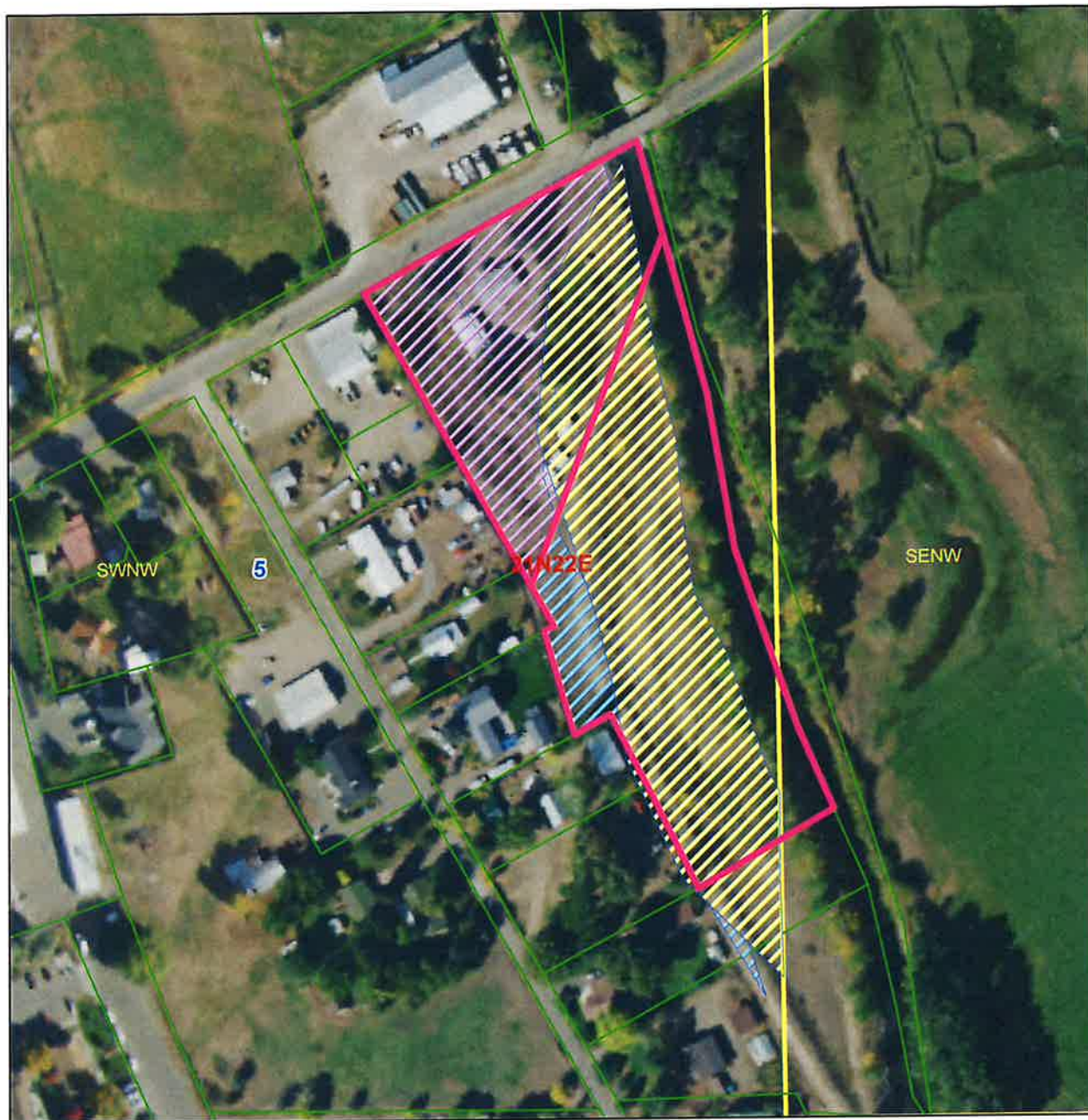
Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Jonie Bailly
Technical Records Specialist

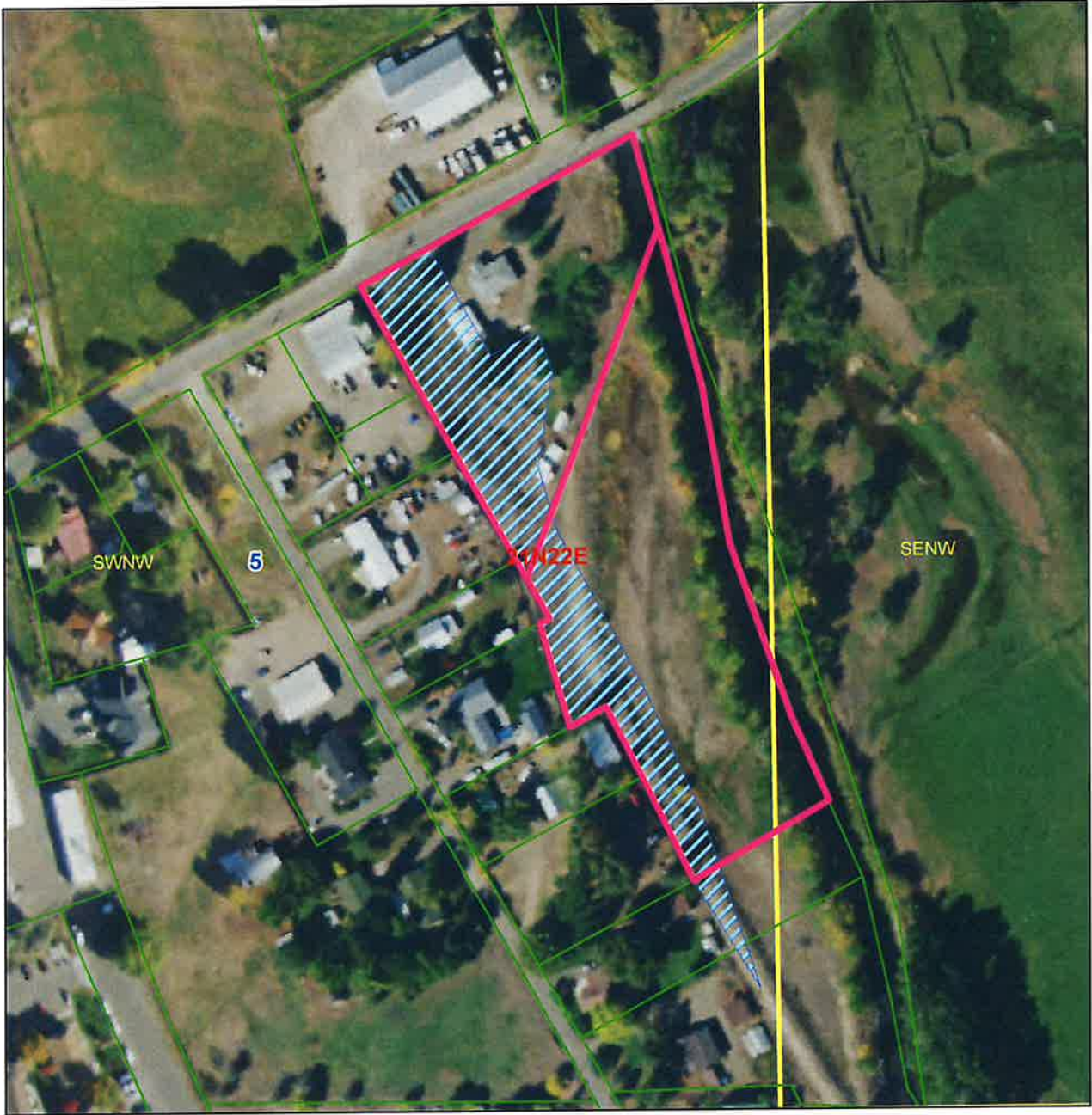
Idaho Department of Water Resources



Legend

-  Doan Property
-  POU 74-7103
-  POU 74-576
-  POU 74-575
-  Parcels
-  Township/Range
-  Sections
-  QQ

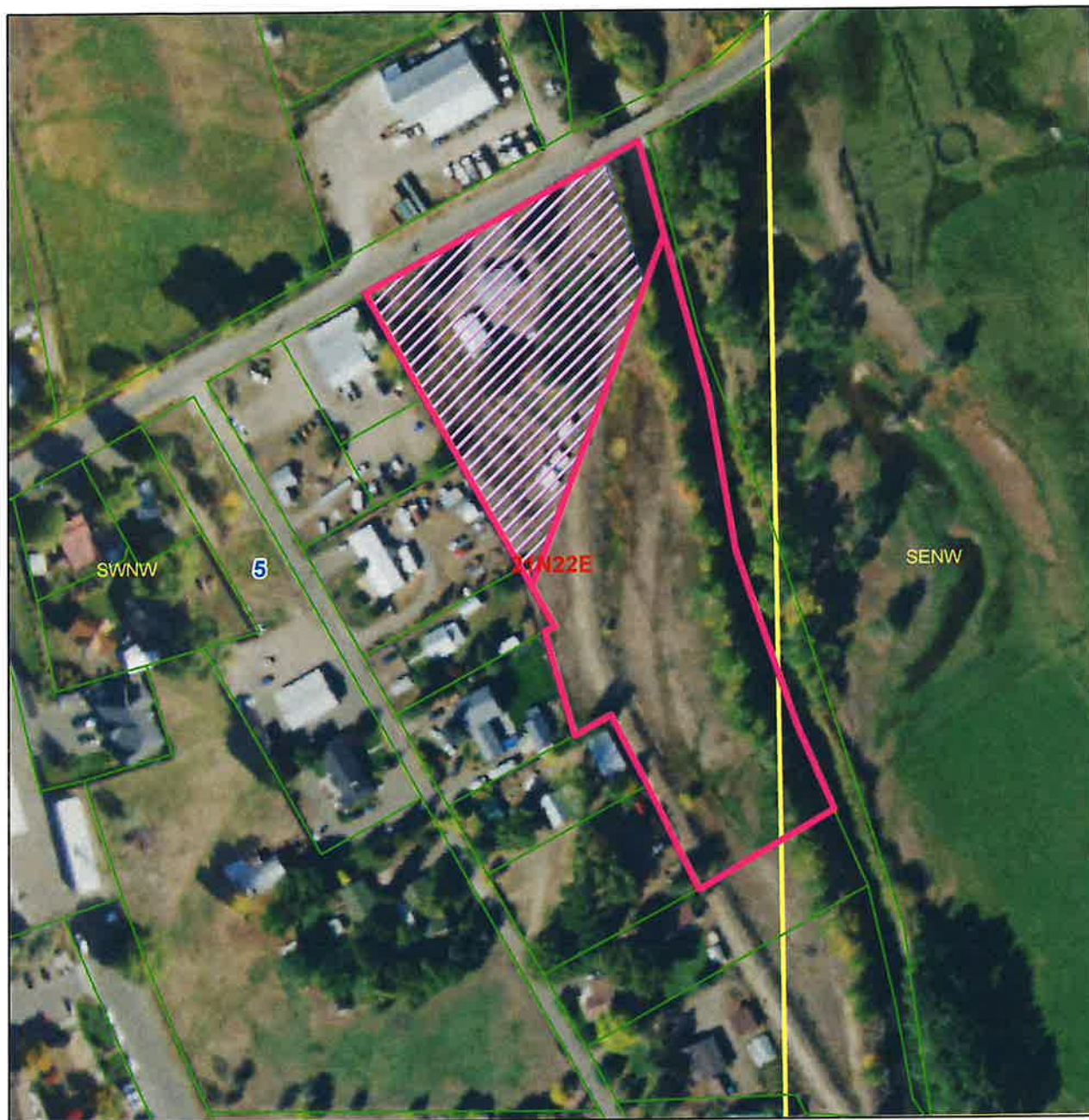
Idaho Department of Water Resources



Legend

-  Doan Property
-  POU 74-575
-  Parcels
-  Township/Range
-  Sections
-  QQ

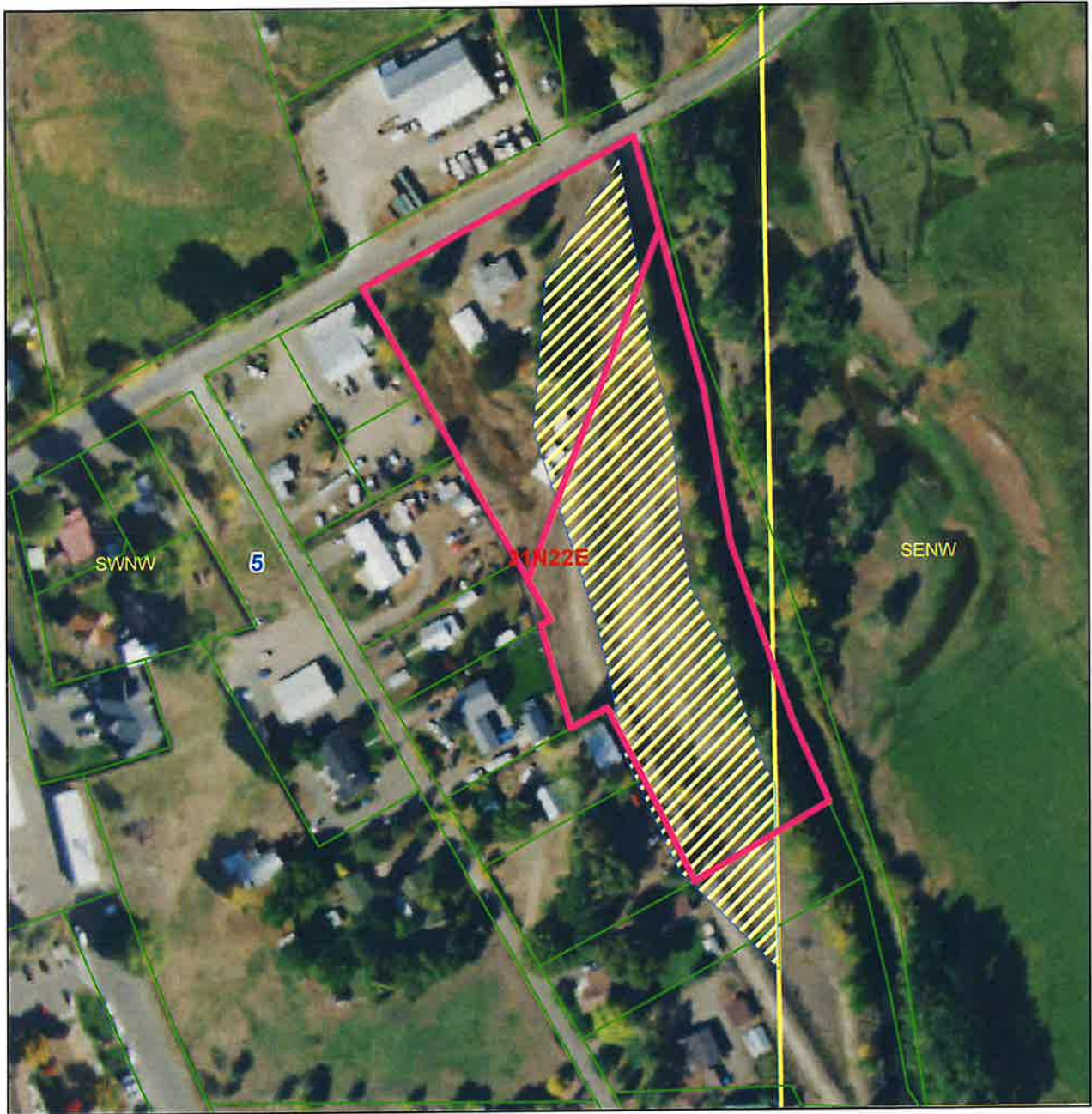
Idaho Department of Water Resources



Legend

-  Doan Property
-  POU 74-576
-  Parcels
-  Township/Range
-  Sections
-  QQ

Idaho Department of Water Resources



Legend

-  Doan Property
-  POU 74-7103
-  Parcels
-  Township/Range
-  Sections
-  QQ