



State of Idaho **SCANNED**
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

APRIL 12, 1995

KENT L BATEMAN
2130 S MILLIGAN RD
IDAHO FALLS ID 83402

RE: CHANGE IN OWNERSHIP FOR A21-00097C AND A21-11271

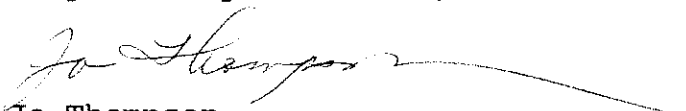
Dear Mr. Bateman:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed are typed Notices with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,


Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

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NOV 05 1995



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: AZI-00097C, AZI-11271 ^{OK GT}
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): _____
- ☐ New Owner/Claimant (Purchaser): Kent L Bateman & Ruth Lyon-Bateman
- ☐ New Mailing Address: 2130 So. Milligan Road
IDAHO FALLS, IDAHO 83402
- ☐ New Telephone Number: (208) 522-1609
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: Correction Warranty Deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☒ Signature of New Owner/Claimant(s) Ruth Lyon-Bateman Date 4/11/95
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:
Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

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NOV 05 1995

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

434010

29-1960-N
AMERICAN LAND TITLE CO.
P. O. BOX 732
REXBURG, IDAHO 83440CORRECTION WARRANTY DEED

THIS CORRECTION WARRANTY DEED is made this 8 day of NOV, 1994 by Mary Louise Linderman, a married woman dealing with her sole and separate party, the "Grantor", and Ruth Lyon Bateman and Kent Bateman, husband and wife, whose mailing address is 2310 S. Milligan Road, Idaho Falls, Idaho 83402, the "Grantee". This Correction Warranty Deed corrects a Deed dated February 25, 1994 between the parties, said Deed recorded as instrument number 430437 records of Fremont County, Idaho on March 10, 1994. This Correction Warranty Deed is for the purpose of more particularly describing the real property which is subject of the conveyance including the exclusion therefrom.

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Fremont, State of Idaho, to-wit:

Parcel 1:

A portion of the NW 1/4 of the SW 1/4 of Section 24, Township 15 North, Range 42 East of the Boise Meridian, located in Fremont County, Idaho, and being more particularly described as follows:

Beginning at the West 1/4 corner of said Section 24, being a 1913 U.S. G.L.O. Brass Cap; thence N 89°44'19" E along the north line of said NW 1/4 SW 1/4 of Section 24 a distance of 1317.97 feet; thence S 00°00'55" W along the East line of said NW 1/4 SW 1/4 a distance of 717.66 feet; thence along the following three courses:

1. S 88°00'55" W a distance of 419.00 feet;
2. S 00°00'55" W a distance of 408.83 feet;
3. S 89°59'05" E a distance of 418.74 feet;

Thence continuing S 00°00'55" W along said East line of the NW 1/4 SW 1/4 of Section 24 a distance of 178.34 feet; thence S 89°44'20" W along the South line of said NW 1/4 SW 1/4 a distance of 1318.02 feet; thence N 00°01'03" E

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NOV 05 1996

along the West line of said Section 24 a distance of 1319.44 feet to the Point of Beginning; containing 35.922 acres.

SUBJECT to an easement on behalf of Grantor against said property for the purpose of a drain field from the mobile home/cabin on the four (4) acres "Property Retained by Grantor" described below in the event a sewage system is subsequently installed for said mobile home/cabin. In the event of such sewage system being installed, Grantee herein shall be entitled to jointly utilize the system to the extent necessary for Grantee's utilization of the property being acquired by Grantee herein.

Property Retained by Grantor:

Grantor is retaining the following described property which constitutes a four (4) acre parcel surrounded on three (3) sides by Parcel 1 of the property conveyed herein:

A portion of the NW 1/4 of the SW 1/4 of Section 24, Township 15 North, Range 42 East of the Boise, Meridian, located in Fremont County, Idaho, and being more particularly described as follows:

Commencing at the Southeast corner of said NW 1/4 SW 1/4 of Section 24; thence N 00°00'55" E along the East line of said NW 1/4 SW 1/4 a distance of 178.34 feet to the Point of Beginning; thence along the following three courses:

1. N 89°59'05" W a distance of 418.74 feet;
2. N 00°00'55" E a distance of 408.83 feet;
3. N 88°00'55" E a distance of 419.00 feet;

Thence along said East line of the NW 1/4 SW 1/4 of Section 24 a distance of 423.45 feet to the Point of Beginning; containing 4.000 acres.

A private roadway is contiguous to the eastern edge of this "Property Retained by Grantor." Grantor will utilize this private roadway to the extent Grantor reasonably can do so for access to her property. However, if Grantor cannot reasonably utilize said private roadway, Grantor reserves a right-of-way across the property conveyed hereunder for the benefit of said four (4) acre "Property Retained by Grantor" for the purpose of reasonable ingress and egress to the "Property Retained by Grantor," such ingress and egress being for the purpose

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NOV 05 1996

of reasonable domestic use of the "Property Retained by Grantor." This right-of-way shall terminate at such time as the roadway on the eastern edge of the "Property Retained by Grantor" becomes a public road right-of-way or at such time as the owner of the "Property Retained by Grantor" receives a legal right to use of the private roadway.

Grantor also conveys to Grantee a life estate in the mobile home/cabin on the "Property Retained by Grantor" with reasonable access thereto, giving Grantee the right to the mutual use of the property along with Grantor, so long as either Grantee shall be living or until they indicate in writing that they have abandoned it.

Provided further that either Grantee shall have the right to purchase the above-referenced four (4) acres, "Property Retained by Grantor", so long as either of them is living, for a fixed price of Four Thousand Four Hundred Dollars (\$4,400.) in the event Grantor wishes to sell the four (4) acres and has a bona fide purchase offer from an outside party for the four (4) acres, including the mobile home/cabin. Grantee shall have sixty (60) days from receipt of written notice of such bona fide offer to purchase from an outside party, within which to pay the Four Thousand Four Hundred Dollars (\$4,400.) purchase price.

Parcel 2:

A portion of the NE 1/4 of the SE 1/4 of Section 23, Township 15 North, Range 42 East of the Boise Meridian, located in Fremont County, Idaho, and being more particularly described as follows:

Beginning at the East 1/4 corner of said Section 23, being a 1913 U.S. G.L.O. Brass Cap; thence S 00°01'03" W along the East line of said Section 23 a distance of 1319.44 feet; thence S 89°59'01" W along the South line of said NE 1/4 SE 1/4 of Section 23 a distance of 769.21 feet; thence North a distance of 104.28 feet; thence N 12°10'00" E a distance of 1243.20 feet; thence N 89°59'17" E along the North line of said NE 1/4 SE 1/4 of Section 23 a distance of 507.60 feet to the Point of Beginning; containing 19.651 acres.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

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NOV 05 1986

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

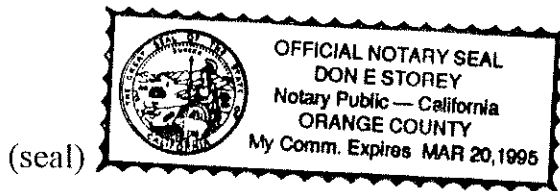
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Mary Louise Linderman, grantor
Mary Louise Linderman, Grantor

STATE OF CALIFORNIA)
)ss.
County of ORANGE)

On the 24 day of NOV, in the year of 1994, before me, the undersigned, a notary public, in and for said State, personally appeared MARY LOUISE LINDERMAN, a married woman dealing with her sole and separate property, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



GAWPDATA\REF\1549\DEED.jhl

Don E. Storey DON E. STOREY, NOTARY PUBLIC
Notary Public for California
Residing at Costa Mesa, Calif.
My Commission Expires: 20 MAR 95

Microfilm No. 434010
17 Day NOV 19 94
At 15:30 O'clock PM

MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ 12 - CA Deputy

Recorded At Request of
AMERICAN LAND TITLE CO. INC.

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