

RECEIVED
FEB 04 2022STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESNOTICE OF CHANGE IN WATER RIGHT OWNERSHIP
Department of Water Resource
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. **DE ✓**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-8046	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: Calynn Combs
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tracy Johnson / Penny Johnson
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or
- 699 W Hagler Inkom ID 83245
Mailing address City State Zip
208-406-1907 penny@rccid.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: October 5th, 2012
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
☐ 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):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ 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] Tracy D. Johnson 1.31.22
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] Penny M. Johnson 1.31.22
Signature of new owner/claimant Title, if applicable Date

Print name Penny M. Johnson

Received by JB Date 2/4/2022 For IDWR Office Use Only: Receipt No. E047769 Receipt Amt. \$25.-
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 Returned Date _____

Alliance Title - Pocatello Office

21217463

2012 Oct 11 AM 10:04:00

Electronically Recorded by Simplifile

This instrument was prepared by:

D.L. Evans Bank
4080 Yellowstone Ave
Pocatello, IDAHO 83202
208-237-9129

WHEN RECORDED, MAIL TO:
DL EVANS BANK, MORTGAGE LENDING SERVICES
7450 W. EMERALD STREET
BOISE, IDAHO 83704

Loan Number: 51110313

[Space Above This Line For Recording Data]

State of Idaho

DEED OF TRUST

115987-KF

FHA Case Number:
1213086878703

MIN: 100055600000019306
SIS Telephone #: (888) 679-MERS

THIS DEED OF TRUST ("Security Instrument") is made on **October 5, 2012**.

The Grantor is **Pat Combs AND Calynn Combs, Husband and Wife**, ("Borrower").

The trustee is **ALLIANCE TITLE AND ESCROW**, ("Trustee").

The beneficiary is **Mortgage Electronic Registration Systems, Inc. ("MERS")**, (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of **Delaware**, and has an address and telephone number of **P.O. Box 2026, Flint, MICHIGAN 48501-2026**, tel. (888) 679-MERS.

D.L. Evans Bank, an Idaho Corporation, ("Lender")
is organized and existing under the laws of **IDAHO**,
and has an address of **4080 Yellowstone Ave, Pocatello, IDAHO 83202**.

Borrower owes Lender the principal sum of **TWO HUNDRED SEVEN THOUSAND EIGHT HUNDRED SEVENTY-TWO AND NO/100, Dollars (U.S. \$207,872.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 1, 2042**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and



promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Adjustable Rate Rider
☐ Planned Unit Development Rider ☐ Growing Equity Rider ☐ Other [specify]:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

-Witness

Pat Combs (Seal)
Pat Combs -Borrower

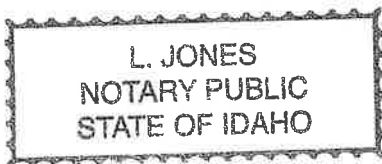
-Witness

Calynn Combs (Seal)
Calynn Combs -Borrower

STATE OF IDAHO, Bannock County ss:

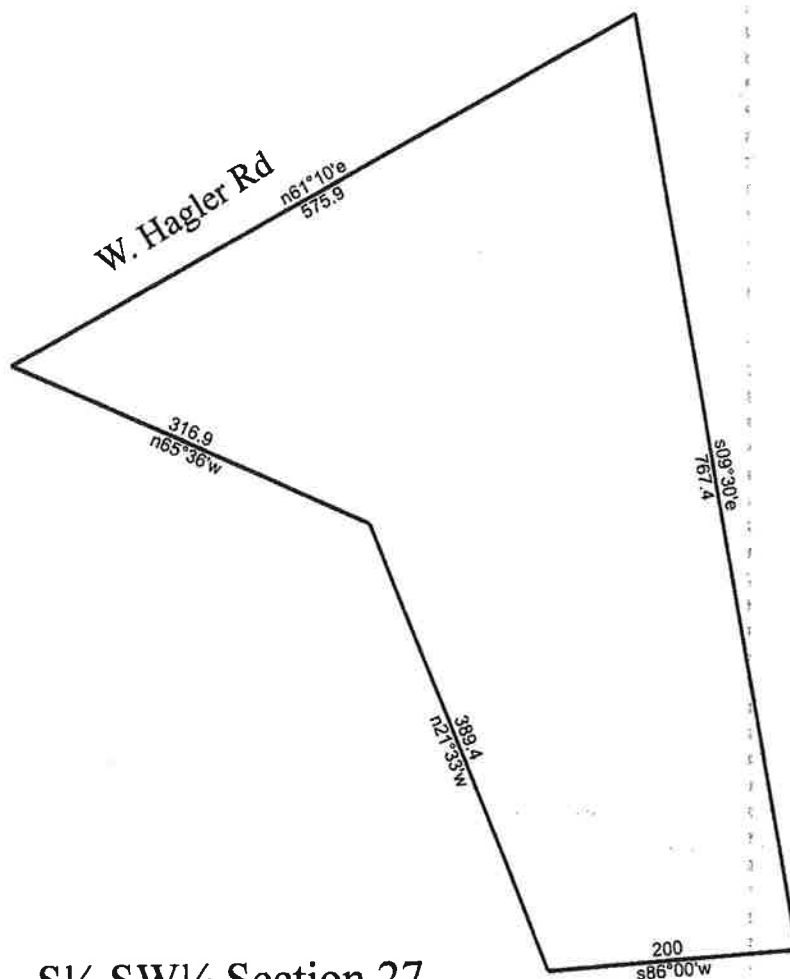
On this 5th day of October, 2012, before me, L Jones, a Notary Public in and for said county and state, personally appeared Pat Combs and Calynn Combs, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



L Jones
Notary Public, residing at:

My Commission Expires: RESIDES IN
POCATELLO
EXPIRES 06-01-2013



S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 27
Township 6 South
Range 36 EBM

815 W. Hagler Rd.

1/26/2022

Scale: 1 inch= 150 feet

File: 1025506.ndp

Tract 1: 5.0002 Acres (217810 Sq. Feet), Closure: s86.1906w 0.02 ft. (1/107413), Perimeter=2250 ft.

01 /se,sw,27,6s,36e
02 /n0.01w 385.3
03 /s86.00w 1486.0
04 n21.33w 389.4
05 n65.36w 316.9
06 n61.10e 575.9
07 s09.30e 767.4

08 s86.00w 200

THIS SKETCH IS MADE SOLELY
FOR THE PURPOSE OF ASSISTING
IN LOCATING THE PREMISES
THE COMPANY ASSUMES NO
LIABILITY FOR ALLEGED LOSS OF
DAMAGE WHICH MAY RESULT
FROM RELIANCE ON THIS MAP

22102566

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by Calynn Combs ("Grantor") as the Personal Representative of the Estate of Patrick Michael Combs, and does hereby convey, release, remise, and forever quitclaim unto Calynn Combs ("Grantee") a widow, as her sole and separate property, whose current address is 815 West Hagler, Inkom, Bannock County, Idaho.

WHEREAS, Grantor is the qualified personal representative of said estate filed in Bannock County, Idaho, as Case No.CV03-20-02046.

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Bannock County, Idaho:

COMMENCING at the South ¼ corner of Section 27 Township 6 South, Range 36 East, Boise Meridian, Bannock County, Idaho; thence North 0°01' West along the meridional center line of said Section 27, a distance of 385.3 feet; thence South 86°00' West 1486.0 feet to the True Point of Beginning; thence North 21°33' West 389.4 feet; thence North 65°36' West 316.9 feet, more or less, to the Southerly right of way of Hagler Road; thence North 61°10' East along the Southerly right of way 575.9 feet; thence South 9°30' East 767.4 feet; thence South 86°00' West 200 feet, more or less, to the True Point of Beginning,

with all appurtenances.

EXECUTED this 2 day of February, 2021.

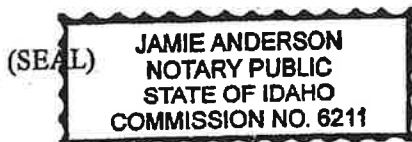
Calynn Combs
CALYNN COMBS
Personal Representative for the
Estate of Patrick Michael Combs

22102566

OFFICIAL RECORD BK#
BANNOCK COUNTY IDAHO

Cooper & Larson
RECORDED AT REQUEST OF
FEE IS DEPOSITED
9/20/23

SUBSCRIBED AND SWORN to before me this 2nd day of February, 2021.



Jamie Anderson
NOTARY PUBLIC FOR: *Idaho*
Residing at: *Pocatello*
My commission expires: *9/20/23*

21 FEB - 2021

21/22 20/27

100

100

10

1000

100

100

1

Abstract



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

July 5, 2022

Tracy Johnson or
Penny Johnson
699 W Hagler
Inkom, ID 83245

RE: Notice of Change in Water Right Ownership for Water Right 29-8046

Dear Property Owners:

On February 4, 2022, you filed a Notice of Change in Water Right Ownership, seeking to update the ownership records for water right 29-8046, which is currently held in the name of Patrick and Calynn Combs. The ownership change notice included a copy of a Personal Representatives Deed from the Estate of Patrick Combs to Calynn Combs. It did not include any evidence that the place of use for water right 29-8046 has been conveyed to Tracy Johnson or Penny Johnson.

Currently, water right 29-8046 is appurtenant to a parcel identified by Bannock County as RPR3849006600 (815 W Hagler). According to the county parcel map, this parcel is now owned by S Jon Benson. You own the neighboring parcel, identified as RPR3849006301 (699 W Hagler). Before we can update ownership of the water right, you need to provide documents showing that the right has been conveyed to you directly or as an appurtenance to land. You have not provided sufficient evidence of ownership. Therefore, I am returning your ownership change and refunding the filing fee (Receipt No. E047769, \$25). Feel free to call if you have any questions.

Sincerely,

James Cefalo
208-525-7161



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

February 4, 2022

TRACY JOHNSON
PENNY JOHNSON
699 W HAGLER
INKOM ID 83245

RE: Change in Ownership Water Right No. 29-8046

Dear Sir/Madam:

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

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:** In order to the department to update ownership of a water right a copy of the 'recorded' Warranty Deed or other legal document indicating your ownership in the water right is required. The department acknowledges receipt of a Personal Representatives Deed and a Deed of Trust with your application. A Deed of Trust can not be used for an ownership change. The Personal Representatives Deed is from The Estate of Patrick Combs to Calynn Combs. However according to your application, the current owner of the water right should be Tracy and Penny Johnson. Please supply a copy of the deed going from Calynn Combs to Tracy and Penny Johnson.

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 Barg
Technical Records Specialist

Enclosure(s)

SCANNED

FEB 04 2022