

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
NOV 14 2018
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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
24-7796 OK	Yes ☐		Yes ☐		Yes ☐
legal matches	Yes ☐		Yes ☐		Yes ☐
license	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Jack Dybee
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Diane Fry, Wayne Fry
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 1889 Taghee Ln Mailing address POCate110 City JB State 83201 ZIP
- 208-251-3993 Telephone idaholadyd2@aol.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: 10/24/16
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
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.

8. Signature: Diane Fry Signature of new owner/claimant Title, if applicable Date
- Signature: Wayne Fry Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 11/14/18 Receipt No. E044518 Receipt Amt. 25⁰⁰

Approved by JB Processed by OB Date 11/27/2018



Instrument # 209906
 POWER COUNTY, IDAHO
 10-28-2016 04:11:28 PM No. of Pages: 1
 Recorded for: AMERITITLE - POCATELLO
 SHARIE SPRAGUE Fee: \$10.00
 Ex-Office Recorder Deputy: maureen schelske
 Electronically Recorded by Simplifile

WARRANTY DEED

Thank you for
your help!

Order No.: 130201AM

FOR VALUE RECEIVED

Net Prophet, LLC, an Idaho Limited Liability Company

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

X

Wayne Fry and Diane Fry, Husband and wife

whose current address is:

1889 Taghee Lane
 Pocatello, ID 83204

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

Lot 11, Block 1, Taghee Subdivision, Power County, Idaho, as the same
 appears on the official plat thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
 said Grantor, 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 24, 2016

Net Prophet, LLC

Jon Thuernagel, Member

Chad Harding, Member

State of
 County of

ID) as
 Power)

On this 28 day of October in the year 2016, before me, Jordan Kress,
 a Notary Public in and for said state, personally appeared Jon Thuernagel and Chad Harding
 known or identified to me to be the Managing Member in the Limited Liability Company known
 as Net Prophet, LLC who executed the foregoing instrument, and acknowledged to me that they
 executed the same in said LLC name.

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

JORDAN L. KRESS
 NOTARY PUBLIC
 STATE OF IDAHO

Notary Public for the State of Idaho
 Residing at: Pocatello
 Commission Expires: 7/26/2022

Recording Requested By:

And When Recorded Mail To:
Net Prophet LLC
146 E. Chubbuck Rd. Suite C
Chubbuck, ID 83202

Instrument # 208276

POWER COUNTY, IDAHO
11-03-2015 02:26:05 PM No. of Pages: 2
Recorded for: MCCARTHY & HOLTHUS, LLP
SHARIE SPRAGUE Fee: \$13.00
Ex-Officio Recorder Deputy: maureen schalako
Electronically Recorded by Simplifile

T.S. No.: ID-15-676858-SH

TRUSTEE'S DEED

Lance Olsen, Esq. (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby bargain, sell and convey, without warranty, to Net Prophet LLC, herein called Grantee whose current address is:

NET PROPHET LLC
146 E Chubbuck Rd. Suite C
Chubbuck, ID 83202

all of the real property situated in the County of **POWER**, State of Idaho described as follows:

LOT 11 IN BLOCK 1 OF TAGHEE SUBDIVISION, POWER COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF POWER COUNTY, IDAHO.

This conveyance is made pursuant to the powers conferred upon the trustee by the Deed of Trust between **JAMES D JOHNSTON AKA JAMES T JOHNSTON AND RACHAEL G JOHNSTON, HUSBAND AND WIFE**, as Grantor, and **NORTHERN TITLE CO. OF IDAHO**, as trustee, and **HOUSEHOLD FINANCE CORPORATION III**, as Beneficiary, Recorded 10/28/2005, as Instrument No. 188109, Mortgage records of **POWER** County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

(a). Default occurred in the obligations for which such Deed of Trust was given as security and the Beneficiary made demand upon the trustee to sell property pursuant to the terms of said Deed of Trust. Notice of Default was recorded 4/1/2015, as Instrument No. 207289, Book , page , Mortgage records of **POWER** County, Idaho and in the office of each other county in which the property described in said Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

(b). After recording of said Notice of Default, the trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said real property and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to the date of sale. In accordance with Idaho Code § 45-1505, additional notice alerting delinquent homeowners of foreclosure rescue schemes was duly presented.

(c). The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of the Notice of Default, and Notice of Sale and for all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail, return receipt requested and the sale of the property.

(f) The trustee, at the time and place of sale fixed by said Notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefore, the property herein described, for the sum of \$52,773.36, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances, and costs.

TS No: ID-15-676858-SH

Dated: this 2nd day of November, 20 15.

Lance E. Olsen, Trustee

By: Lance E. Olsen

STATE OF WASHINGTON)

) ss:

County of King)

On this 2 day of Nov, 20 15, before me, the undersigned, a Notary Public in and for said state, personally appeared Lance E. Olsen, Trustee, and acknowledged to me that he executed the foregoing document.

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



Cynthia Feeney
Notary Public for Washington
Residing at: Seattle
My commission expires: Feb 9, 2018

QUITCLAIM DEED

ORDER NO.: 3010120044

FOR VALUE RECEIVED, James D. Johnston, Jr. and Rachael Johnston, husband and wife

Do(es) hereby convey, release, remise and forever quit claim unto

James D. Johnston Jr. and Rachael G. Johnston, husband and wife

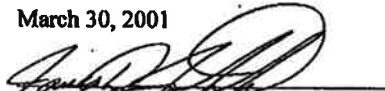
whose current address is::

the following described premises:

Lot 11 in Block 1 of Taghee Subdivision, Power County, Idaho, as the same appears on the official plat thereof, filed in the office of the County Recorder of Power County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

March 30, 2001


James D. Johnston


Rachael Johnston

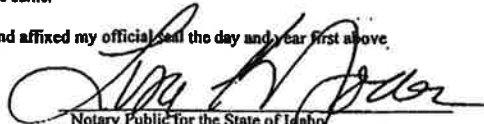
State of Idaho

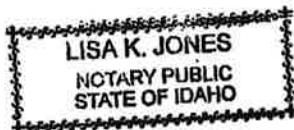
County of Bannock

}
} ss.
}

On this 30th day of March, in the year 2001, before me, a Notary Public in and for said state, personally appeared James D. Johnston and Rachael Johnston known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

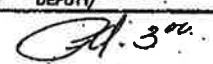
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 06-07-01



177126

INSTRUMENT	✓
TIME	10:45 am
REQ. OF	William H. Jones
APR 4 2001	
POWER COUNTY AN. FALLS	
CHRISTINE S. BULLOCK	
DEPUTY	



Recrow #: P3204AKE, DG

Approved by: *[Signature]*

WARRANTY DEED

FOR VALUE RECEIVED, JACK L. BYBEE, AN UNMARRIED PERSON, AND MARILYN A. BYBEE, AN UNMARRIED PERSON the Grantor(s), do(es) hereby grant, bargain, sell, and convey unto

JAMES D. JOHNSTON AND RACHAEL JOHNSTON, HUSBAND AND WIFE the Grantee(s), whose address is 1889 TAGHEE LN., POCATELLO, ID 83202 (Mailing Address), 1889 TAGHEE LN., POCATELLO, ID 83202 the following described premises, situated in BANNOCK POWER County, Idaho:

(Property Address),

Lot 11 in Block 1 of TAGHEE SUBDIVISION, Power County, Idaho, as the same appears on the official plat thereof, filed in the office of the County Recorder of Power County, Idaho.

169706

Instrument #	8
Doc #	100
Req #	3-51-98
MAR 31 1998	
POWER COUNTY AN FALLS	
C. SCHMIDT	
BY	<i>[Signature]</i>
DEPUTY	3-3-98

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s) and Grantee(s) heirs, successors, and assigns forever. The Grantor(s) do(es) hereby covenant and warrant to and with the Grantee(s) that the Grantor(s) is/are the owner(s) in fee simple of such premises; that such premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject; those set forth in Pioneer Title Company Title of Bannock County, Commitment No. P3204AKE, dated March 11, 1998; those made, suffered, assumed, or created by the Grantee(s); reservations, restrictions, dedications, covenants, easements of record or use; rights of parties in possession, encroachments, overlaps, boundary-line disputes, or other matters that would be disclosed by an accurate survey or inspection of the property; rights-of-way and agreements, if any, of record; general taxes and assessments (including irrigation and utility assessments, if any, for the current year) that are not yet due and payable; and that the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

DATED this 31 day of March, 1998.

[Signature]
JACK L. BYBEE

[Signature]
MARILYN A. BYBEE



STATE OF IDAHO

County of BANNOCK

On this 31 day of March, 1998, before me, the undersigned, personally appeared JACK L. BYBEE AND MARILYN A. BYBEE known or identified to me to be the person(s) 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 in said County the day and year first above written.

[Signature]
Notary Public
Residing at: POCATELLO, IDAHO
Commission Expires: 8/29/98



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

November 26, 2018

WAYNE FRY
1889 TAGHEE LN
POCATELLO ID 83204-7442

DIANE FRY
1889 TAGHEE LN
POCATELLO ID 83204-7442

Re: Change in Ownership for Water Right No(s): 29-7796

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) 525-7161.

Sincerely,

Cher Ramos
Technical Records Specialist I

Enclosure(s)

cc: Water District 120