

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 14 2018

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-144730	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: Boyd Gardner
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Garrett Eickelberry
New owner(s) as listed on the conveyance document
- Mailing address: 685 S. 1400 W City: Pingree State: ID ZIP: 83262
- Telephone: 228 224 0560 Email: Eickgarr@isu.edu

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: 14 Sept 2017

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items: Boyd Gardner to Wells Fargo.
- ☐ 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] Title, if applicable: _____ Date: 12 June 18
- Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
- Signature of new owner/claimant

For IDWR Office Use Only:

Received by Se Date 6/14/18 Receipt No. 2500 Receipt Amt. E044108

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing

Name on W-9 _____ Approved by JB Processed by JB W-9 received? Yes ☐ No ☐ Date 6/25/2018

Instrument # 690743

BINGHAM COUNTY, IDAHO

2017-09-29 02:56:00 PM No. of Pages: 2
Recorded for: ALLIANCE TITLE - BOISE PRODUCT

PAMELA W. ECKHARDT Fee: \$15.00

Ex-Officio Recorder Deputy DWootton

Index To: BARGAIN AND SALE DEED
Electronically Recorded by Simplifile

AT-357822

492011

**BARGAIN AND SALE DEED
(IDAHO)**

Wells Fargo Bank, N.A. with its principal office at 8950 Cypress Waters Blvd., Coppell Tx 75019, **GRANTOR**, hereby **GRANTS** and **SPECIALLY WARRANTS** to **Garrett Eickleberry and Alexis Eickleberry, Husband and Wife** whose address is 1245 Holman Ave., Pocatello ID 83201 for and in consideration of the sum of \$115,000.00 in hand paid, the following described tract(s) of land in the County of **Bingham** State of Idaho:

A parcel of land being approximately 825 feet by 1328 feet located in the SW 1/4 SW 1/4 of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as follows:

The Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

EXCEPTING THEREFROM: The North 495 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

ALSO EXCEPTING THEREFROM: Part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at the Southwest corner of section 2; thence North 00°13' 12" East 412.82 feet along the Section line; thence South 89°46'05" East 1327.64 feet to a point on the East line of the Southwest Quarter Southwest Quarter; thence South 00°16'22" West 412.51 feet along said East line to the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North 89°46'53" West 1327.26 feet along the South line of Section 2 to the Point of Beginning.

Location of the above described real property is **685 S. 1400 W., Pingree ID 83262**

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 14 of Sept, 2017

Wells Fargo Bank, N.A. by Nationstar Mortgage LLC d/b/a Champion Mortgage Company
Its Attorney-in-Fact

Stacey Powell

By: Stacey Powell

Title: Asst Secretary

State of Iowa

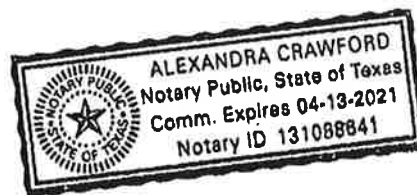
County Dallas

On this 14 day of September, A.D., 2017, before me, a Notary Public in and for said county, personally appeared Stacey Powell, to me personally known, who being by me duly sworn (or affirmed) did say that that person is Asst Secretary (title) of said Nationstar Mortgage LLC d/b/a Champion Mortgage Company its Attorney-in-Fact as attorney in fact for Wells Fargo Bank, N.A., by authority of its board of (directors or trustees) and the said (officer's name) acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

Alexandra Crawford (Signature)

Notary Public

(Stamp or Seal)



6/14/2018

<u>Owner Type</u>	<u>Name</u>
Current Owner	BOYD P GARDNER
Original Owner	KAYLEN MECHAM
Original Owner	N VON MECHAM
<u>Priority Date:</u> 4/1/1920	
<u>Basis:</u> Decreed	
<u>Status:</u> Active	

Tributary

Volume

46.4 AF

46.4 AF

Sec. 2, Twp 04S, Rge 33E, BINGHAM County

T04S R33E S2	SWSW	11.6
	POU Total Acres:	11.6

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

N/A

N/A

N/A

**STATEMENT OF INTENT TO DECLARE
A MANUFACTURED HOME AS REAL PROPERTY**

(See instructions on the back of the form.)

1. Owner Name(s) Boyd Gardner 219-0113	
2. Mailing Address PO Box 74 Pingree, ID 83262 650	
3. Property Address 685 South 1400 West Pingree, ID 83262	
4. Legal Description See attached "Exhibit A"	
5. Real Property Parcel Number RP 01515.04	6. Manufactured Home Parcel Number same
7. Land Ownership ☒ Deed ☐ Contract of Sale ☒ Recorded ☐ Unrecorded	

Instrument # 617966

BINGHAM COUNTY

5-14-2010 08:07:16 No. of Pages: 3

Recorded for : BOYD GARDNER

SARA J. STAUB

Fee: 9.00

Ex-Officio Recorder Deputy *[Signature]*

8. Manufactured Home Description:			
Make Champion	MODL MODL	Model TL	Year 2008 Size 62 x 26
Serial Number 01700PH005482A & B		Lien Holder (if any) N/A	

The undersigned, being duly sworn, states that the above information is true and correct, and does hereby exercise a "STATEMENT OF INTENT", declaring the above referenced manufactured home to be real property according to Idaho Code Section 63-304. The undersigned further states that the running gear has been removed from the manufactured home and the manufactured home will be permanently affixed to the land owned or being purchased by the owner or purchaser of the manufactured home.

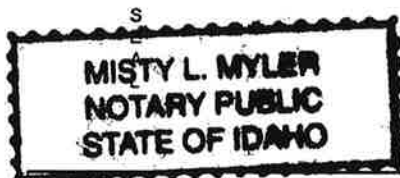
9. Signature <i>Boyd Gardner</i>	Date <i>5-13-10</i>	Signature	Date
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STATE OF IDAHO

COUNTY OF **Bingham**

) S.S.

On this **13** day of **May**, in the year of 20 **10**, before me, **Misty L. Myler**,
personally appeared **Boyd P Gardner**, proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument and acknowledged that he (she)(they)
executed the same.



Misty L. Myler
Notary Public,
My Commission Expires on **3/25/2016**
Residing in: **Blackfoot**

Signatures - Pursuant to Idaho Code Section 63-304

10. BUILDING AND ZONING DEPARTMENT OR OTHER AUTHORIZED OFFICIAL			
A. Removal of running gear.	<i>[Signature]</i>	<i>2/2/09</i>	Date
B. Permanently affixed to a foundation on the land. (See the Idaho Manufactured Home Installation Standard.)	<i>[Signature]</i>	<i>2/2/09</i>	Date
11. COUNTY ASSESSOR Verified ownership of land and manufactured home and payment of sales tax on new manufactured home.	<i>Marlene Young</i>	<i>5-13-10</i>	Date
12. CONSENT OF LIENHOLDER	Name	Date	Authorized Signature

Exhibit "A"

A parcel of land being approximately 825 feet by 1328 feet located in the SW¼SW¼ of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as follows:

The Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

EXCEPTING THEREFROM: The North 495 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

ALSO EXCEPTING THEREFROM: Part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at the Southwest corner of Section 2; thence North 00°13'12" East 412.82 feet along the Section line; thence South 89°46'05" East 1327.64 feet to a point on the East line of the Southwest Quarter Southwest Quarter; thence South 00°16'22" West 412.51 feet along said East line to the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North 89°46'53" West 1327.26 feet along the South line of Section 2 to the Point of Beginning.

3 Pct.

IDAHO

CERTIFICATE OF TITLE

ITD-3517 (REV.1-08)

VEHICLE IDENTIFICATION NUMBER

01700PH005482A

2ND VEHICLE IDENTIFICATION NUMBER

01700PH005482B

YEAR

MAKE

BODY

MODEL

DESCRIPTION

2008

MODL

HS

TL

MFRD HM

ODOMETER READING

DATE

EXEMPT

TITLE NUMBER

PRINT DATE

WEIGHT

LENGTH WIDTH

HULL

HORSEPOWER

PROPULSION

083090742

12/15/2008

62 26

OWNER'S NAME AND ADDRESS

OTHER PERTINENT DATA

GARDNER, BOYD
800 S 1400 W
PINGREE, ID 83262



Assignment of Title

Warning: It is a felony to enter a false selling price, name, or address, or to alter or forge this document. Federal and State laws require you to state the mileage when transferring motor vehicle ownership. Failure to complete this disclosure or providing false information may result in fines and/or imprisonment.

1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS): DATE: ☐ In Excess of Mechanical Limits ☐ Exempt ☐ Not Actual - Warning: Odometer Discrepancy ☐ No Device		5 PURCHASER'S PRINTED NAME(S) A ● B ●	
2 DATE SOLD: SELLING PRICE (see warning above)		6 ADDRESS	
3 SELLER'S OR REPRESENTATIVE'S PRINTED NAME(S)		7 CITY STATE ZIP	
4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. I understand that I must file a release of liability statement within five days of delivering the vehicle to the purchaser. SELLER'S OR REPRESENTATIVE'S SIGNATURE: A B		8 I am aware that if I apply for title in Idaho, I must do so within 30 days of purchase or a \$20.00 late filing penalty may be due. I am also aware of the odometer certification made by the seller. PURCHASER'S OR REPRESENTATIVE'S SIGNATURE: A B 2nd PURCHASER'S OR REPRESENTATIVE'S SIGNATURE (for representative's printed name):	
9 FIRST LIEN NONE RECORDED 12/11/2008 SIGNATURE RELEASING LIEN DATE		Lienholder Section SECOND LIEN SIGNATURE RELEASING LIEN DATE 10 11 NEW LIENHOLDER'S NAME 12 ADDRESS 13 CITY STATE ZIP	

09121983

617366

Instrument # 618473

BINGHAM COUNTY, IDAHO
06-02-2010 11:35:13 AM No. of Pages: 1
Recorded for: ALLIANCE TITLE - BLACKFOOT
SARA J. STAUB Fee: 3.00
Ex-Officio Recorder Deputy BDahlquist
Index To: QUIT CLAIM DEED
Electronically Recorded by Simplifile

QUITCLAIM DEED

ORDER NO.: 3021013514-R

FOR VALUE RECEIVED, Boyd P. Gardner, a married man who acquired title as Boyd P. Gardener, a single person and Patricia A. Gardner, Spouse of Boyd P. Gardner

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

Boyd P. Gardner a married man as his sole and separate property

whose current address is:: 685 S 1400 W, Pingree, ID 83262

the following described premises:

A parcel of land being approximately 825 feet by 1328 feet located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as follows:

The Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

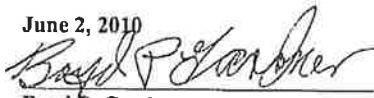
EXCEPTING THEREFROM: The North 495 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

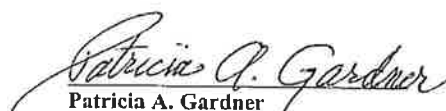
ALSO EXCEPTING THEREFROM: Part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at the Southwest corner of Section 2; thence North 00°13'12" East 412.82 feet along the Section line; thence South 89°46'05" East 1327.64 feet to a point on the East line of the Southwest Quarter Southwest Quarter; thence South 00°16'22" West 412.51 feet along said East line to the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North 89°46'53" West 1327.26 feet along the South line of Section 2 to the Point of Beginning.

ALSO EXCEPTING THEREFROM: A 2008 Champion 27 X 64 Mobile Home.

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

June 2, 2010


Boyd P. Gardner

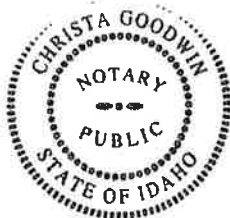

Patricia A. Gardner

State of ID

County of Bingham

On this 2nd day of June, in the year 2010 before me, a Notary Public in and for said state, personally appeared Boyd P. Gardner and Patricia A. Gardner known or identified to me to be the person whose name is subscribed to the within 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 first above written.




Notary Public for the State of Idaho
Residing at: Blackfoot
Commission Expires: May 13, 2011

618473

Derrick J. O'Neill/ISB #4021
RCO LEGAL, P.C.
300 Main Street, Suite 150
Boise, Idaho 83702
Telephone: 208-489-3035
Facsimile: 208-854-3998
doneill@rcolegal.com

Attorneys for Plaintiff

Instrument # 682393

BINGHAM COUNTY

12-12-2016 10:42:13 AM No. of Pages: 4

Recorded for : 7637 SHERIFF OF BINGHAM COUNTY

PAMELA W. ECKHARDT

Fee: 19.00

Ex-Officio Recorder Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BINGHAM

WELLS FARGO BANK, N.A.,

Plaintiff,

vs.

BOYD P. GARDNER (Deceased) and
Unknown Heirs, Assigns and Devisees of
BOYD P. GARDNER; PATRICIA A.
GARDNER; SECRETARY OF HOUSING
AND URBAN DEVELOPMENT;
PIONEER TITLE COMPANY; and Does 1-
10 as individuals with an interest in the
property legally described as:

A parcel of land being approximately 825
feet by 1328 feet located in the SW1/4SW1/4
of Section 2, Township 4 South, Range 33
East, Boise Meridian, Bingham County,
Idaho, described as follows:

The Southwest Quarter of the Southwest
Quarter of Section 2, Township 4 South,
Range 33 East, Boise Meridian, Bingham
County, Idaho.

EXCEPTING THEREFROM: The North 495
feet of the Southwest Quarter of the
Southwest Quarter of Section 2, Township 4
South, Range 33 East, Boise Meridian,
Bingham County, Idaho.

ALSO EXCEPTING THEREFROM: Part of
the Southwest Quarter of the Southwest

Case No. CV-2016-979

SHERIFF'S CERTIFICATE OF SALE

Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at the Southwest corner of section 2; thence North 00°13'12" East 412.82 feet along the Section line; thence South 89°46'05" East 1327.64 feet to a point on the East line of the Southwest Quarter Southwest Quarter; thence South 00°16'22" West 412.51 feet along said East line to the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North 89°46'53" West 1327.26 feet along the South line of Section 2 to the Point of Beginning.

Commonly known as: 685 S. 1400 W.,
Pingree, ID 83262.

Defendants.

I, Craig T. Rowland, Sheriff of Bingham County, State of Idaho, do hereby certify that, by virtue of an Order for Sale of Foreclosure entered on September 29, 2016, and Writ of Execution issued on October 12, 2016, in the above-entitled action, directed to me, setting forth a judgment recovered in the amount of \$166,296.72, lawful money of the United States, to be satisfied out of the real property, according to said writ and the statutes in such cases made and provided, I have levied on, and on the 1st day of December, 2016 at 10:00 a.m. at the location of the lobby of the Bingham County Courthouse, 501 N. Maple, Blackfoot, ID 83221, I sold at public auction, in one lot or parcel to WELLS FARGO BANK, N.A., 3476 Stateview Blvd., Ft. Mill, SC 29715 without recourse, together with its successors and assigns, who was the highest bidder, in the sum of \$142,000.00 was a credit bid, which was the whole price paid by purchaser, claim and interest of the within named Defendants, as aforesaid, in and to the real estate particularly described as follows, to-wit:

A parcel of land being approximately 825 feet by 1328 feet located in the SW1/4SW1/4 of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as follows:

The Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

EXCEPTING THEREFROM: The North 495 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

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Commonly known as: 685 S. 1400 W., Pingree, ID 83262.

And that the said real estate is subject to redemption within six (6) months after the sale if the real property sold consisted of a tract of land of twenty (20) acres or less, pursuant to the statute in such case made and provided, except: No exceptions.

GIVEN UNDER MY HAND This 12th day of December, 2016.

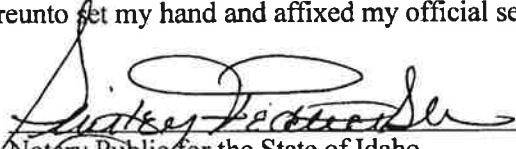
By:

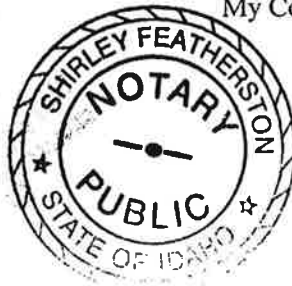

CRAIG T. ROWLAND
BINGHAM COUNTY SHERIFF

STATE OF IDAHO)
 : ss.
County of Bingham)

On this 12th day of December, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Craig T. Rowland, known or identified to me to be the person whose name is subscribed to the within instrument as Sheriff of Bingham County, State of Idaho, and acknowledged to me that he executed the same as such Sheriff of Bingham County, State of Idaho.

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: Bingham Co, Idaho
My Commission Expires: 07-30-18



682393

SHERIFF'S DEED

Instrument # 687719

BINGHAM COUNTY

6-19-2017 04:33:26 PM No. of Pages: 3

Recorded for : 110019 RCO LEGAL

PAMELA W. ECKHARDT

Fee: 16.00

Ex-Officio Recorder Deputy

THIS INDENTURE made this 19th day of June, 2017, by and between the Sheriff of Bingham County, State of Idaho, and Wells Fargo Bank, N.A., 3476 Stateview Blvd., Ft. Mill, SC 29715, purchaser.

WHEREAS, in and by that certain judgment and decree of foreclosure rendered by the District Court of the Seventh Judicial District in and for the State of Idaho, in and for the County of Bingham, entered on September 29, 2016 Case No. CV-2016-979 then pending in said court, wherein Wells Fargo Bank, N.A. was Plaintiff, Boyd P. Gardner (Deceased) and Unknown Heirs, Assigns and Devisees of Boyd P. Gardner; Patricia A. Gardner; Secretary of Housing and Urban Development; Pioneer Title Company; and Does 1-10 as residents of 685 S. 1400 W., Pingree, ID 83262 were Defendants, and of which said decree a copy, with an order of sale thereon, was delivered to said sheriff, for execution, it was, among other things, ordered, adjudged and decreed, that all and singular the premises described in the complaint in said action, and specifically described in said decree, be sold at public auction by said sheriff, in the manner required by law, and according to the court and practice of said court; that any of the parties to said action might become the purchaser at said sale; and that said sheriff execute the usual certificates and deed to the purchaser, as required by law;

AND WHEREAS, said sheriff did, at the hour of 10:00 o'clock a.m. on December 1, 2016 after due public notice had been given, as required by the laws of this State, and the course and practice of said court, duly sell at public auction, at the main lobby of the Bingham County Courthouse, 501 N. Maple, Blackfoot, Idaho 83221, pursuant to said decree, and the provisions of law, the premises in said decree mentioned; at which sale the premises in said decree, and hereinafter described were fairly struck off to said purchaser for the sum of \$142,000.00 credit bid in lawful money of the United States, it being the highest bidder, and that being the highest sum bidden for the same;

AND WHEREAS, said sheriff thereupon made and issued the usual certificate, in duplicate, of said sale, in due form of law, and delivered on thereof to said purchaser, and caused the other to be filed and recorded in the Recorder's office of the County of Bingham, State of Idaho, as Instrument No. 682393;

AND WHEREAS, the time allowed by statute for redemption has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of said defendants, or by or on behalf of any other person;

NOW, said Bingham County Sheriff, in order to carry into effect the sale so made by him as aforesaid, in pursuance of said decree, and in conformity to the statute in such case made and provided, and also, in consideration of the premises and of said bid in the sum of \$142,000.00 credit bid in lawful money of the United States, pursuant to the judgment rendered in favor Wells Fargo Bank, N.A. has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Wells Fargo Bank, N.A. and to its successors and assigns forever, the real property described as:

A parcel of land being approximately 825 feet by 1328 feet located in the SW1/4SW1/4 of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as follows:

The Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

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Commonly known as: 685 S. 1400 W., Pingree, ID 83262.

Together with all singular and tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all singular, the premises above mentioned and described and hereby conveyed, or intended so to be, together with the appurtenances, to Wells Fargo Bank, N.A. for the, its successors and assigns forever.



STATE OF IDAHO)
) ss.
County of Bingham)

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

My Commission Expires _____

ORIGINAL



SHERIFF'S DEED, Page 3

Instrument # 690743

BINGHAM COUNTY, IDAHO
2017-09-29 02:56:00 PM No. of Pages: 2
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy DWootton
Index To: BARGAIN AND SALE DEED
Electronically Recorded by Simplifile

AT-357822

492011

**BARGAIN AND SALE DEED
(IDAHO)**

Wells Fargo Bank, N.A. with its principal office at 8950 Cypress Waters Blvd., Coppell Tx 75019, **GRANTOR**, hereby **GRANTS** and **SPECIALLY WARRANTS** to **Garrett Eickleberry and Alexis Eickleberry, Husband and Wife** whose address is **1245 Holman Ave., Pocatello ID 83201** for and in consideration of the sum of **\$115,000.00** in hand paid, the following described tract(s) of land in the County of **Bingham** State of **Idaho**:

A parcel of land being approximately 825 feet by 1328 feet located in the SW 1/4 SW 1/4 of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as follows:

The Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

EXCEPTING THEREFROM: The North 495 feet of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho.

ALSO EXCEPTING THEREFROM: Part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 33 East, Boise Meridian, Bingham County, Idaho, described as: Beginning at the Southwest corner of section 2; thence North 00°13' 12" East 412.82 feet along the Section line; thence South 89°46'05" East 1327.64 feet to a point on the East line of the Southwest Quarter Southwest Quarter; thence South 00°16'22" West 412.51 feet along said East line to the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North 89°46'53" West 1327.26 feet along the South line of Section 2 to the Point of Beginning.

Location of the above described real property is **685 S. 1400 W., Pingree ID 83262**

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 14 of Sept, 2017

Wells Fargo Bank, N.A by Nationstar Mortgage LLC d/b/a Champion Mortgage Company
Its Attorney-in-Fact

Stacey Dowell
By: Stacey Dowell
Title: Asst Secretary

State of Iowa

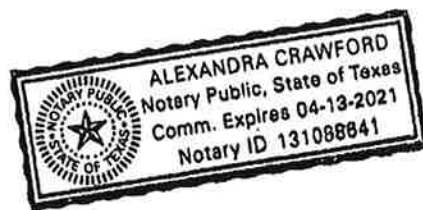
County Dallas

On this 14 day of September, A.D., 2017, before me, a Notary Public in and for said county, personally appeared Stacey Dowell, to me personally known, who being by me duly sworn (or affirmed) did say that that person is Asst Secretary (title) of said Nationstar Mortgage LLC d/b/a Champion Mortgage Company Its Attorney-in-Fact as attorney in fact for Wells Fargo Bank, N.A., by authority of its board of (directors or trustees) and the said (officer's name) Stacey Dowell acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

Alexandra Crawford (Signature)

(Stamp or Seal)

Notary Public



Instrument # 600255
BINGHAM COUNTY
10-29-2008 09:03:00 No. of Pages: 1
Recorded for: VON MECHAM
SARA J. STAUB Fee: 3.00
Ex-Officio Recorder Deputy

Instrument # 600126
BINGHAM COUNTY
10-23-2008 03:22:03 No. of Pages: 1
Recorded for: VON MECHAM
SARA J. STAUB Fee: 3.00
Ex-Officio Recorder Deputy

WARRANTY DEED

For value received the grantors, N.VON MECHAM and KAYLEN MECHAM, husband and wife, do hereby grant, bargain, sell and convey unto BOYD P. GARDENER, a single person, whose current address is, 125 East 300 North, Rupert, Idaho, 83350 the grantee, the following described premises, in Bingham, County Idaho, to wit:

A parcel of land being approximately 825 feet by 1328 feet located in the NW 1/4 SW 1/4 Section 2, T 4 S, R 33 E, B.M., Bingham County, Idaho, described as follows;

The Northwest 1/4 of the Southwest 1/4 (NW 1/4, SW 1/4) of Section 2, Township 4 South, Range 33 East, Boise Meridian.

EXCEPTING THEREFROM:

The North 495 feet of the Northwest 1/4 of the Southwest 1/4 (NW 1/4, SW 1/4) of Section 2, Township 4 South, Range 33 East, Boise Meridian.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Date: 10-10-2008

N. Von Mecham
N.VON MECHAM

Kaylen Mecham
KAYLEN MECHAM,

STATE OF IDAHO, COUNTY OF

On this 10th Day of October, 2008, N.VON MECHAM and KAYLEN MECHAM, husband and wife, appeared before me, a notary public in and for said State, personally appeared known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing at 109 S. Broadway Blackfoot, Idaho Comm. Expires 09/08/2012



600255

600126

WARRANTY DEED

For value received the grantors, N.VON MECHAM and KAYLEN MECHAM, husband and wife, do hereby grant, bargain, sell and convey unto BOYD P. GARDENER, a single person, whose current address is, 125 East 300 North, Rupert, Idaho, 83350 the grantee, the following described premises, in Bingham, County Idaho, to wit:

A parcel of land being approximately 825 feet by 1328 feet located in the NW1/4 NW1/4 Section 2, T 4 S, R 33 E, B.M., Bingham County, Idaho, described as follows;

The Northwest 1/4 of the Southwest 1/4 (NW 1/4, SW 1/4) of Section 2, Township 4 South, Range 33 East, Boise Meridian.

EXCEPTING THEREFROM:

The North 495 feet of the Northwest 1/4 of the Southwest 1/4 (NW 1/4, SW 1/4) of Section 2, Township 4 South, Range 33 East, Boise Meridian.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Date: 10-10-2008

N. Von Mecham
N.VON MECHAM

Kaylen Mecham
KAYLEN MECHAM,

STATE OF IDAHO, COUNTY OF

On this 10th Day of October, 2008, N.VON MECHAM and KAYLEN MECHAM, husband and wife, appeared before me, a notary public in and for said State, personally appeared known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing at 109 S. Broadway Blackfoot, Idaho Comm. Expires 09/08/2012



WARRANTY DEED

Order No.: 3020811159-S

FOR VALUE RECEIVED

N. Von Mecham and Kaylen Mecham, Husband and Wife

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

QPA
Byron E. Haley and Jennifer J. Haley, Husband and Wife

whose current address is

679 S. 1400 W. Pingree, ID 83626

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

The South 165 feet of the North 495 feet of the Southwest Quarter Southwest Quarter, Section 2, Township 4 South, Range 33, East, Boise Meridian, Bingham County, Idaho.

EXCEPTING THEREFROM: An easement for irrigation line, access and maintenance described as follows:

The West 45 feet of the above described property.

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: 4/11/2008


N. Von Mecham

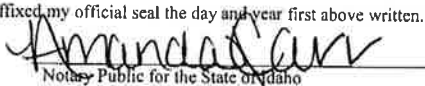

Kaylen Mecham

State of Idaho }
County of Bingham } ss.

On this 11th day of April, in the year 2008, before me, a Notary Public in and for said state, personally appeared N. Von Mecham + Kaylen Mecham 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:
Commission Expires: Residing in: Blackfoot, ID
Commission Expires: 10-21-2011

593064



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

June 29, 2018

GARRETT EICKLEBERRY
ALEXIS EICKLEBERRY
685 S 1400 W
PINGREE ID 83262-1325

Re: Change in Ownership for Water Right No(s): 35-14473

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,

Jonie Barg
Technical Records Spec I

Enclosure(s)

cc: Water District 120
Bingham Ground Water District