

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

AUG 03 2016

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?
35-4227B	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
35-4227B 35-14508	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Bryan and Tamera Jolley
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Brandon Eskelson
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

1071 W. 100 S.
Mailing address

Blackfoot
City

ID
State

83221
ZIP

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: _____

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.

SUPPORT DATA

IN FILE #

35-4227B

8. Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

8/3/16

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

8/3/2016

Receipt No.

E042331

Receipt Amt.

\$100. -

Approved by

Processed by

CF

Date

1/6/2017

Instrument # 655966

BINGHAM COUNTY, IDAHO

2014-01-24 03:47:01 PM No. of Pages: 3

Recorded for: ALLIANCE TITLE - BLACKFOOT OFF

SARA J. STAUB Fee: \$16.00

Ex-Officio Recorder Deputy KSecrist

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

Asset: 1067923

Order No.: 01096-5928

ATEC 197794

SPECIAL WARRANTY DEED

For Value Received Federal Home Loan Mortgage Corporation, a corporation organized and existing under the law of the United States by Stewart Lender Services, Inc., as Attorney in Fact, Grantor, hereby grants bargains, sells, conveys and warrants unto Brandon Eskelsen, a married man as his sole and separate property, the Grantee, whose current address is 1071 West 100 South, Blackfoot, ID 83221, the following described premises, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel Number: RP7053600

Being the same premises conveyed to Federal Home Loan Mortgage Corporation by Trustee's Deed dated June 24, 2013 and recorded June 24, 2013 in county office as Instrument No. 650504.

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record and assessments, if any.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said Grantee and to its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances.

Dated this 8th day of January, 2014

Federal Home Loan Mortgage Corporation
By Stewart Lender Services as its attorney-in-fact

By: 
Printed Name: Aaron Epperson
Authorized Signatory

State of Florida

SS.

County of Pinellas

On this 8 day January, 2014, before me, the undersigned, a Notary Public, in and for said State, personally appeared Aaron Epperson, known to me, to be an Authorized Signature of Stewart Lender Services, Inc., whose name is subscribed to the within instrument, as the Attorney-in-Fact of Federal Home Loan Mortgage Corporation, and acknowledged to me that he/she subscribed the name of Federal Home Loan Mortgage Corporation, thereto as principal and his (her) own name on behalf of Stewart Lender Services, Inc., as attorney in fact.

WITNESS MY HAND AND OFFICIAL SEAL

Abigail Miller Aday
Notary Public: Abigail Miller Aday
Residing at: St. Petersburg Florida
My commission expires: March 14, 2014

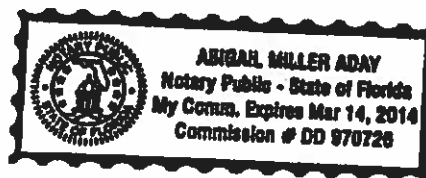


Exhibit "A"

Lots 3 and 4, Block 2, Thomas Townsite, Bingham County, Idaho, as shown on the official plat thereof. Together with the North ½ of vacated alley adjacent to said Lots 3 and 4 and set forth in Ordinance recorded November 26, 1975, as Instrument No. 206571. ALSO that portion of vacated Elm Street, as set forth in Ordinance 97-01 recorded as Instrument No. 450525, described as:

Beginning at a point that is S. 89°24'20" E. 1334.64 feet along the Section line and South 305.25 feet from the NW corner of Section 8, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, and running thence S. 89°24'20" E. 89.0 feet; thence South 255.75 feet; thence N. 89°24'20" W. 89.0 feet; thence North 255.75 feet to the Point of Beginning.

After Recording, Return to:
Federal Home Loan Mortgage Corporation
5000 Plano Parkway
Carrollton, TX 75010

Instrument # 650504
BINGHAM COUNTY, IDAHO
2013-06-24 02:24:56 PM No. of Pages: 2
Recorded for: NEXTITLE - WASHINGTON
SARA J. STAUB Fee: \$13.00
Ex-Officio Recorder Deputy SStaub
Index To: TRUSTEE DEED
Electronically Recorded by Simplifile

TRUSTEE'S DEED

7303.22771	
Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 Grantor's Name and Address <u>Federal Home Loan Mortgage Corporation</u> <u>5000 Plano Parkway</u> <u>Carrollton, TX 75010</u> Grantee's Name and Address	Until a change is required all tax statements shall be sent to the following address: <u>Federal Home Loan Mortgage Corporation</u> <u>5000 Plano Parkway</u> <u>Carrollton, TX 75010</u>

Northwest Trustee Services, Inc. ("Trustee"), as successor trustee under the Trust Deed (identified below), Bargains, Sells and Conveys, without representation or warranty, to Federal Home Loan Mortgage Corporation ("Grantee") all of the real property situated in Bingham County, Idaho, ("Property") described as follows:

Lot 3 and 4, Block 2, Thomas Townsite, Bingham County, Idaho, as shown on the official plat thereof. Together with the North 1/2 of vacated alley adjacent to said Lots 3 and 4 and set forth in Ordinance recorded November 26, 1975, as Instrument No. 206571. Also that portion of vacated Elm Street, as set forth in Ordinance 97-01 recorded as Instrument No. 450525, described as: Beginning at a point that is S. 89 degrees 24' 20" E. 1334.64 feet along the Section line and South 305.25 feet from the NW corner of Section 8, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, and running thence S. 89 degrees 24' 20" E. 89.0 feet; thence South 255.75; thence N. 89 degrees 24' 20" W. 89.0 feet; thence North 255.75 feet to the Point of Beginning.

This conveyance is made pursuant to the powers conferred upon the Trustee by the trust deed between Steven Dean and Sheri Dean, husband and wife, as grantor, for the benefit and security of Mortgage Electronic Registration Systems, Inc. solely as nominee for KeyBank National Association, as beneficiary, recorded on August 22, 2008, as Instrument No. 598045, Mortgage Records of Bingham County, Idaho ("Trust Deed") and after the fulfillment of the following conditions specified in the Trust Deed:

(a) The obligations secured by the Trust Deed were in default and the beneficiary of record or its agent made demand upon Trustee to sell the Property pursuant to the terms of the Trust Deed. Notice of default was recorded as Instrument No. 640026, Mortgage Records of Bingham County, Idaho ("Notice of Default") and in the office of the Recorder of every other county in which any part of the Property is situated. The nature of default was stated in the Notice of Default. The default still existed at the time of the trustee's sale.

(b) After the Notice of Default was recorded, the Trustee provided a notice of the trustee's sale ("Notice of Sale") giving notice of the time and place of the trustee's sale by i) mailing (registered/certified mail, return receipt requested); ii) personal service and/or posting (upon an adult occupant of the Property and/or by posting in a conspicuous place on the Property, in the manner provided by statute) and iii) by publishing in a newspaper of general circulation in each of the counties in which the Property is situated. Affidavits of mailing, service/posting and publication ("Affidavits") were recorded in each county where the Property is situated at least 20 days prior to the trustee's sale as Instrument No. 647360, Mortgage Records of Bingham County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default and Affidavits are incorporated by this reference and made a part of this Trustee's Deed.

(d) All requirements of law regarding the mailing, personal service, posting, publication and recording of the Notice of Default, Notice of Sale and 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 and the date the Trustee's Sale was conducted.

(f) Trustee, on June 20, 2013, at the time and place of sale fixed by the Notice of Sale or by publicly proclaimed postponement, sold the Property in one parcel at public auction to the beneficiary, the highest bidder, for the credit bid sum of \$275,000.00. The beneficiary then designated Grantee to be the grantee under this Trustee's Deed, directing the Trustee to issue the Trustee's Deed to Grantee as grantee. The trustee's sale to Grantee was made subject to all prior liens and encumbrances. No person or corporation offered to take any part of the Property constituting less than the Property's whole for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, Trustee, pursuant to a resolution of its Board of Directors (if required by its Bylaws), has caused its corporate name to be hereunto subscribed by its Assistant Vice President, this 24 day of June, 2013.

Northwest Trustee Services, Inc., Trustee

BY: Alan Burton
ALAN BURTON, Assistant Vice President

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 24 day of June, 2013, before me, a Notary Public in and for said State, personally appeared ALAN BURTON, known to me to be the Assistant Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

RENDA P. NGUON
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
12-24-16

Renda P. Nguon
NOTARY PUBLIC in and for the State of
Washington, residing at King Co.
My commission expires 12/24/2016

7303.22771 / 0600874119

650504

After Recording, Return to:
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009

Instrument # 640026
BINGHAM COUNTY, IDAHO
2012-07-12 01:51:39 PM No. of Pages: 1
Recorded for: NEXTITLE
SARA J. STAUB Fee: \$10.00
Ex-Officio Recorder Deputy C Robinson
Index To: NOTICE OF DEFAULT
Electronically Recorded by Simplifile

NOTICE OF DEFAULT

File No. 7021.12219

MIN No. 100065700300101768 MERS Phone:
1-888-679-6377

Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP ("Current Beneficiary") is holder of the beneficial interest under the deed of trust executed by Steven Dean and Sheri Dean, husband and wife, as Grantor(s), to First American Title Company, as Trustee, and Mortgage Electronic Registration Systems, Inc. solely as nominee for KeyBank National Association, as Beneficiary, recorded August 22, 2008, as Instrument No. 598045, Mortgage Records of Bingham County, Idaho and encumbers real property described as follows:

Lot 3 and 4, Block 2, Thomas Townsite, Bingham County, Idaho, as shown on the official plat thereof. Together with the North 1/2 of vacated alley adjacent to said Lots 3 and 4 and set forth in Ordinance recorded November 26, 1975, as Instrument No. 206571. Also that portion of vacated Elm Street, as set forth in Ordinance 97-01 recorded as Instrument No. 450525, described as: Beginning at a point that is S. 89 degrees 24' 20" E. 1334.64 feet along the Section line and South 305.25 feet from the NW corner of Section 8, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, and running thence S. 89 degrees 24' 20" E. 89.0 feet; thence South 255.75; thence N. 89 degrees 24' 20" W. 89.0 feet; thence North 255.75 feet to the Point of Beginning.

Current Beneficiary has declared that the Grantor is in breach of the terms and conditions of the obligation secured by the deed of trust. The nature of the breach is Grantor's failure to pay, when due, the monthly payments of principal, interest and, if applicable, escrow requirements of \$2,268.03 for each of the months of October 2011 through June 2012 together with all subsequent payments, costs, advances, attorneys' and trustee's fees and costs accruing until the date of sale, full satisfaction, or reinstatement of the obligation.

As a result of this breach, Current Beneficiary elects to sell the property to satisfy the obligation.

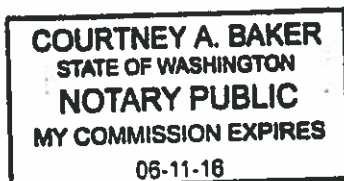
Dated as of this 7-9-12

Northwest Trustee Services, Inc., Trustee

By 
Its Assistant Vice President

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this July 9 2012, before me a Notary Public in and for said state, personally appeared Leo Conniff known or identified to me to be the assistant vice president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.




NOTARY PUBLIC in and for the State of
Washington, residing at Asuburn
My commission expires 6-11-16

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

Instrument # 598044
BINGHAM COUNTY
8-22-2008 02:32:47 No. of Pages: 3
Recorded for : FIRST AMERICAN
SARA J. STAUB Fee: 9.00
Ex-Officio Recorder Deputy *JSW*

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **267437-B (vb)**

Date: **August 21, 2008**

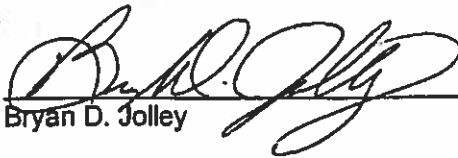
For Value Received, **Bryan D. Jolley and Tamera K. Jolley, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Steven Dean and Sheri Dean, husband and wife as community property with right of survivorship**, hereinafter called the Grantee, whose current address is **1071 West 100 South, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Lots 3 and 4, Block 2, Thomas Townsite, Bingham County, Idaho, as shown on the official plat thereof. Together with the North ½ of vacated alley adjacent to said Lots 3 and 4 and set forth in Ordinance recorded November 26, 1975, as Instrument No. 206571. ALSO that portion of vacated Elm Street, as set forth in Ordinance 97-01 recorded as Instrument No. 450525, described as: Beginning at a point that is S. 89°24'20" E. 1334.64 feet along the Section line and South 305.25 feet from the NW corner of Section 8, Township 3 South, Range 34 E.B.M., Bingham County, Idaho, and running thence S. 89°24'20" E. 89.0 feet; thence South 255.75 feet; thence N. 89°24'20" W. 89.0 feet; thence North 255.75 feet to the Point of Beginning.

Together with all water and water rights as existing as of August 21, 2008.

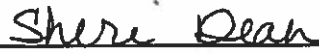
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.


Bryan D. Jolley

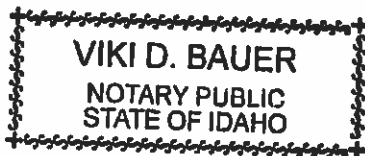

Tamera K. Jolley

By: 
Steven Dean

By: 
Sheri Dean

STATE OF Idaho)
SS.
COUNTY OF Bingham)

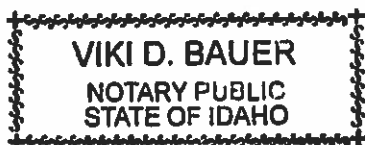
On this 22 day of August, 2008, before me, a Notary Public in and for said State, personally appeared **Bryan D. Jolley and Tamera K. Jolley**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/14

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this Twenty-first day of August, 2008, before me, a Notary Public in and for said State, personally appeared **Steven Dean and Sheri Dean**, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.




Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 3/29/14

To First American Title

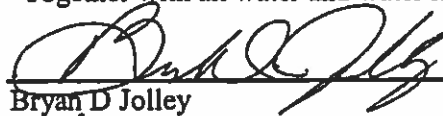
Regarding: File #267437

Property: 1071 West 100 South, Blackfoot, ID 83221

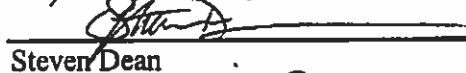
We, the undersigned, instruct First American Title to add the following language to the Warranty Deed:

"Also, ½ of the vacated alley lying adjacent to lots 3 & 4, Block 2, Thomas Townsite, as shown by vacation of road recorded November 26, 1975, as Instrument No. 206571."

"Together with all water and water rights as existing as of August 21, 2008."


Bryan D Jolley


Tamara K Jolley


Steven Dean


Sheri Dean

03044



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 10, 2017

Brandon Eskelsen
1071 W 100 S
Blackfoot ID 83221

RE: Change of Ownership for Water Rights 35-4227B (Split into 35-4227B & 35-14508)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

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 this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Bryan Jolley
Tamara Jolley
Water District 120
Bingham Ground Water District