

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**Notice of Change in Water Right Ownership**

RECEIVED

AUG 25 2014

DEPT OF WATER RESOURCE  
SOUTHERN 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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 47-7787               | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Linda Fairchild mc clymonds  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): GARY + Teri Stokes  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 2965.100 W. Jerome ID 83538  
Mailing address City State ZIP
- 208-324-2671  
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: 9-18-2008
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: [Signature] Title, if applicable \_\_\_\_\_ Date 8/21/14  
Signature of new owner/claimant
- Signature: [Signature] Title, if applicable \_\_\_\_\_ Date 8/21/14  
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 8-25-2014 Receipt No. S034261 Receipt Amt. \$25-

Approved by \_\_\_\_\_ Processed by \_\_\_\_\_ Date \_\_\_\_\_

TWIN FALLS COUNTY  
RECORDED FOR:  
STOKES, TERI  
3:10:43 pm 09-18-2008  
**2008-020644**  
NO. PAGES: 3 FEE: \$9.00  
KRISTINA GLASCOCK  
COUNTY CLERK  
DEPUTY: CHICE

WHEN RECORDED, RETURN TO:

GARY D. STOKES  
TERI STOKES  
296 South 100 West  
Jerome, Idaho 83338

## TRUSTEE'S DEED

**T. RICHARD DAVIS** (herein called "Trustee") as Successor Trustee under the Deed of Trust (the "Deed of Trust"), hereinafter particularly described, does hereby bargain, sell and convey, without warranty to **GARY D. STOKES AND TERI STOKES**, husband and wife as joint tenants, 296 South 100 West, Jerome, Idaho 83338 (herein called "Grantee") all of the real property situated in the County of Twin Falls, State of Idaho, described as follows:

Township 9 South, Range 14 East Boise Meridian,  
Twin Falls County, Idaho

Section 10: All that portion of Lot 2 lying East of Deep Creek.

Parcel No. RP09S14E103601A.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust executed by **FRED L. FAIRCHILD**, as Grantor, **T. RICHARD DAVIS**, as Successor Trustee, and **ZIONS FIRST NATIONAL BANK**, a national banking association, as Beneficiary, dated October 5, 2006, recorded in the official Mortgage Records of Twin Falls County, State of Idaho, on October 16, 2006, as Instrument No. **2006-026047**, after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

1. Default occurred in the obligations for which such Deed of Trust was given as security and the beneficiary made demand upon the said trustee to sell property pursuant to the terms of said Deed of Trust. Notice of Default was recorded March 27, 2008, as Instrument No. 2008-006758, Mortgage records of Twin Falls County, State of Idaho, and in the office of each County in which the property described in said Deed of Trust, or any part thereof, is situated, the nature of said default being as set forth in said Notice of Default. Such default still existed at the time of sale.

2. After recordation of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises 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, as Instrument No.'s 2008-017316, 2006-017317, and 2008-017318, Mortgage records of Twin Falls County, Idaho.

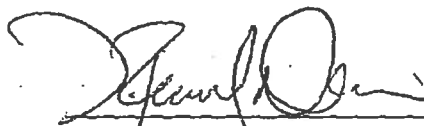
3. The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

4. 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.

5. Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.

6. 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 thereof, the property herein described for the sum of \$367,501.00, 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 and advanced costs.

DATED this 12 day of September, 2008.



T. Richard Davis  
Successor Trustee

TATE OF UTAH                    )  
:  
COUNTY OF SALT LAKE    )

On this 12<sup>th</sup> September, 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared T. Richard Davis, known to me as the person who executed this instrument, and acknowledged to me that he 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 written above.

Juli Riley  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT  
My commission expires: 2/15/2012

