

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

DEC 09 2013

DEPT. OF WATER RESOURCES
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?
47-2159AB	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Steven W. McLemore (Wells Fargo Bank)
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Basil and Tracy Cox
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|----------------------------|-------------------------------|-----------|--------------|
| <u>988 East 4800 North</u> | <u>Buhl</u> | <u>ID</u> | <u>83316</u> |
| Mailing address | City | State | ZIP |
| <u>208-320-1022</u> | <u>c3buckingbulls@msn.com</u> | | |
| 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: 04-10-2012
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: Basil Cox Title, if applicable: _____ Date: 12-6-13
Signature of new owner/claimant

Signature: Tracy Cox Title, if applicable: _____ Date: 12-6-13
Signature of new owner/claimant

For IDWR Office Use Only:

Received by Sm Date 12-9-2013 Receipt No. 5033691 Receipt Amt. \$25-
Approved by _____ Processed by _____ Date _____

Send all tax statements to
And when recorded mail to:

Wells Fargo Home Mortgage
3476 State View Blvd.
Ft. Mill, SC 27915

TWIN FALLS COUNTY
RECORDED FOR:
LSI TITLE COMPANY
02:37:07 PM 12-07-2011
2011022751
NO. PAGES 4 FEE: \$19.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

28.36

Space above this line for recorder's use only

T.S. No. 201100149 - 34038

Title Order No. 110135748

Loan No. 0999624174

Trustee's Deed

Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services, (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby bargain, sell and convey, without warranty, to: Wells Fargo Bank, N.A., herein called Grantee whose current address is:

Wells Fargo Home Mortgage
3476 State View Blvd.
Ft. Mill, SC 27915

All of the real property situated in the County of Twin Falls, state of Idaho described as follows:

See Exhibit A - legal description - attached hereto and made a part hereof.

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between **Steven W. McLemore**, an unmarried person, as Grantor, and Wells Fargo Financial National Bank, as Trustee, and **Wells Fargo Bank, N.A.**, as Beneficiary, recorded on **10/04/2005**, as Instrument No. **2005-022391**, and modified pursuant to Modification Agreement dated **04/18/2006**, recorded **05/11/2006** as Instrument No. **2006-011317** of Official Records of **Twin Falls County, Idaho**; and 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 trustee to sell property pursuant to the terms of said deed of trust. Notice of Default was recorded 07/19/2011, as Instrument No. 2011013361, in the office of the Clerk and Recorder of Twin Falls County, 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 such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

2). After recording of said Notice of Default, 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 premises and 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 on 10/24/2011, as Instrument Number 2011019853 in the office of the Clerk and Recorder 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 the 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 **\$143,401.00**, 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.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its Corporation name to be hereunto subscribed.

Dated: 12/5/2011

**Pioneer Title Company of Ada County dba Pioneer Lender
Trustee Services**

By:  **Ronald W. Jantzen**
Its: **Vice President**

State of Idaho
County of _____

On this _____ day of _____, before me, _____, a Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal: _____

Notary Public
State of _____
County of _____
Commission expires: _____

CONTINUATION

SCHEDULE A

Order Number: 2836

Guarantee No.: 2011.81308- 83046865

TOWNSHIP 8 SOUTH, RANGE 14 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 30: A parcel of land located in the SE¼SE¼ and commonly known as Lot 22-B of Amended Salmon River Ranches Filing No. 1 and No. 2 Amended more particularly described as follows:

Commencing at the Southeast corner of said Section 30;

Thence South 89°07'46" West along the South boundary of Section 30 for a distance of 558.17 feet to the Intersection with the Northerly right of way of a County Road and being the TRUE POINT OF BEGINNING;

Thence continuing South 89°07'46" West along the South boundary of Section 30 for a distance of 100.00 feet;

Thence North 12°32'32" West for a distance of 496.86 feet to the center of Salmon Falls Creek;

Thence North 57°44'11" East along the center of Salmon Falls Creek for a distance of 211.68 feet;

Thence North 54°25'06" East along the center of Salmon Falls Creek for a distance of 68.87 feet;

Thence leaving the center of Salmon Falls Creek on a bearing of South 10°06'11" East for a distance of 619.10 feet to a point on the Northerly right of way boundary of the County Road;

Thence Southwesterly along the Northerly right of way boundary of the County Road on the arc of a curve left for an arc distance of 139.16 feet, said arc having a radius of 383.10 feet and a long chord bearing and distance of South 78°47'04" West, 138.19 feet to the TRUE POINT OF BEGINNING

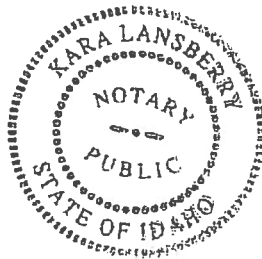
ACKNOWLEDGEMENT-

STATE OF IDAHO)

)ss.

COUNTY OF ADA)

On this 5 day of December in the year 2011, before me, the undersigned, a Notary Public in and for the said state, personally appeared Ronald W. Jantzen, known to me to be Vice President, of PIONEER TITLE COMPANY OF ADA COUNTY DBA PIONEER LENDER TRUSTEE SERVICES, that executed the instrument or the person who executed the instrument on behalf of said Company and acknowledged to me that the company 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.



Kara Lansberry
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT: BOISE, IDAHO
EXPIRATION DATE: 10/30/2012

AFTER RECORDING MAIL TO:

Basil Cox and Tracy Cox
988 East 4800 North
Buhl, ID 83316

TWIN FALLS COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE - TWIN FA
03:21:27 PM 04-10-2012
2012006594
NO. PAGES 3 FEE: \$16.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

File No.: **402829-P (ci)**

Date: **March 16, 2012**

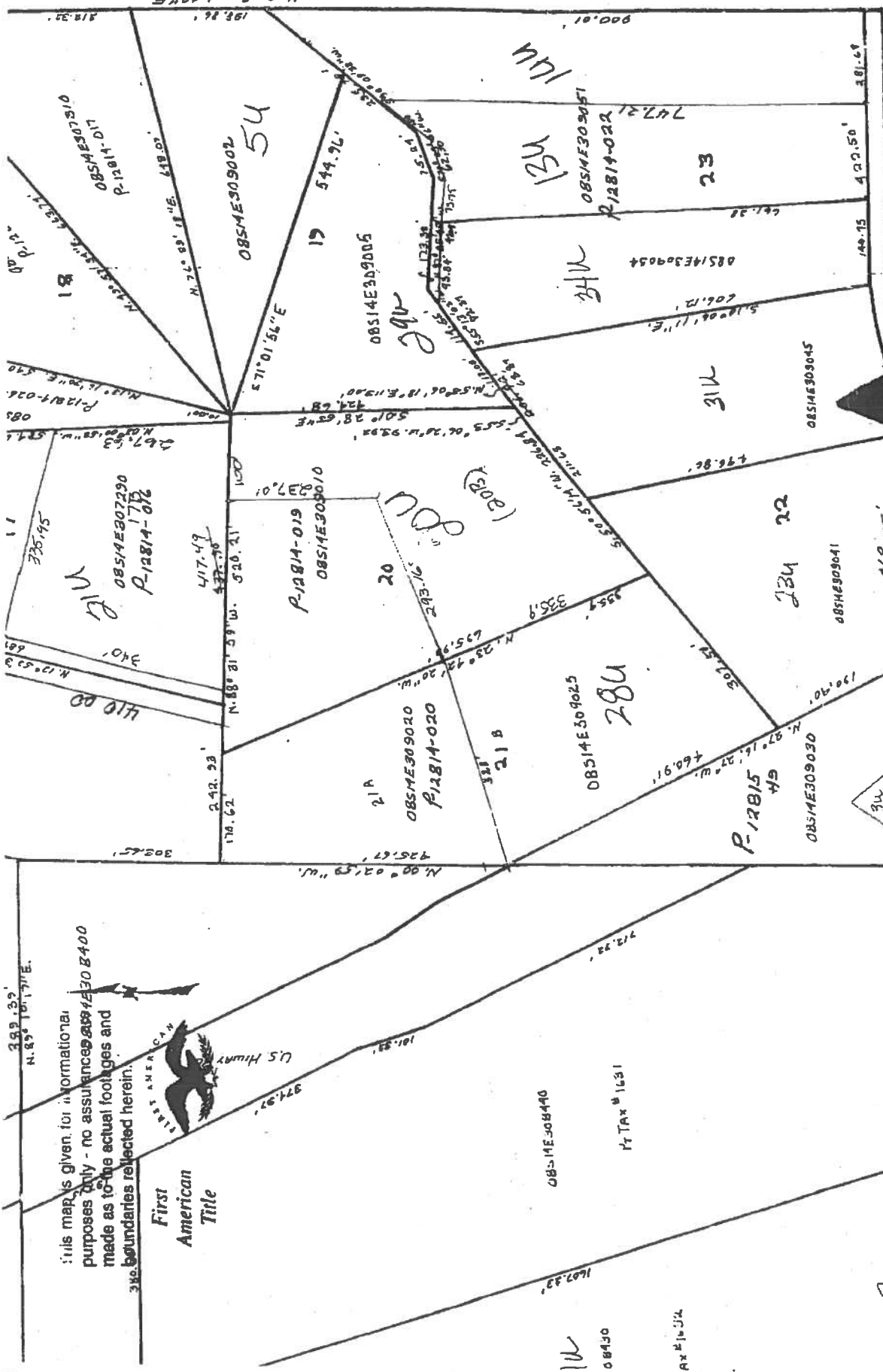
For Value Received, **Wells Fargo Bank, N.A.**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Basil Cox and Tracy Cox, husband and wife**, hereinafter called the Grantee, whose current address is **988 East 4800 North, Buhl, ID 83316**, the following described premises, situated in **Twin Falls County, Idaho**, to-wit:

TOWNSHIP 8 SOUTH, RANGE 14 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

SECTION 30: A PARCEL OF LAND LOCATED IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ AND COMMONLY KNOWN AS LOT 22-B OF AMENDED SALMON RIVER RANCHES FILING NO. 1 AND NO. 2 AMENDED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30;
THENCE SOUTH 89°07'46" WEST ALONG THE SOUTH BOUNDARY OF SECTION 30 FOR A
DISTANCE OF 558.17 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY
OF A COUNTY ROAD AND BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°07'46" WEST ALONG THE SOUTH BOUNDARY OF SECTION
30 FOR A DISTANCE OF 100.00 FEET;
THENCE NORTH 12°32'32" WEST FOR A DISTANCE OF 496.86 FEET TO THE CENTER OF
SALMON FALLS CREEK;
THENCE NORTH 57°44'11" EAST ALONG THE CENTER OF SALMON FALLS CREEK FOR A
DISTANCE OF 211.68 FEET;
THENCE NORTH 54°25'06" EAST ALONG THE CENTER OF SALMON FALLS CREEK FOR A
DISTANCE OF 68.87 FEET;
THENCE LEAVING THE CENTER OF SALMON FALLS CREEK ON A BEARING OF SOUTH
10°06'11" EAST FOR A DISTANCE OF 619.10 FEET TO A POINT ON THE NORTHERLY RIGHT
OF WAY BOUNDARY OF THE COUNTY ROAD;
THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY BOUNDARY OF THE
COUNTY ROAD ON THE ARC OF A CURVE LEFT FOR AN ARC DISTANCE OF 139.16 FEET, SAID
ARC HAVING A RADIUS OF 383.10 FEET AND A LONG CHORD BEARING AND DISTANCE OF
SOUTH 78°47'04" WEST, 138.39 FEET, TO THE TRUE POINT OF BEGINNING.**

This map is given for informational purposes only - no assurances are made as to the actual footages and boundaries reflected herein.



OBSME308440
P.Tax # 1651

11
08400
Ax 216 J14