

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APR 15 2013

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
2213864	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

JEFF BOWMAN / SONET BOWMAN
Name of current water right holder/claimant

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

Name of each new owner as listed on the conveyance document

DONOVAN SMITH JENNIFER NOVAK SMITH
New owner continued Name connector ☒ and ☐ or ☐ and/or

Mailing address

12 WESTWOOD COUNTRY CLUB DR. MO 63131
City State ZIP

314 616 8494 donovan247@aatt.net
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: 11/14/2012

6. 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.

7. Signature: Donovan Smith
Signature of new owner/claimant

OWNER
Title, if applicable

4/9/2012
Date

Signature: Donovan Smith
Signature of new owner/claimant

OWNER
Title, if applicable

4/9/2012
Date

For IDWR Office Use Only:

Received by JB Date 4/15/2013

Receipt No. E038593

Receipt Amt. \$ 25.-

Approved by JB Processed by JB

Date 4/22/2013

211770 JUN23'10 AM10:06

TRUSTEE'S DEED

Barton J. Birch, and the law firm of Thompson, Smith, Woolf, Anderson, PLLC, herein called Successor Trustee under the Deed of Trust hereinafter particularly described, does hereby bargain, sell and convey, without warranty to First Southwest Bank, a Colorado Corporation, whose address is P.O. Box 1139, Alamosa, CO 81101, all of the real property situated in the County of Teton, State of Idaho, described as follows to wit:

See "Exhibit A"

This conveyance is made pursuant to the powers conferred upon the Successor Trustee by the Deed of Trust between Jeffrey and Janet Bowman, as Grantors, Barton J. Birch and the law firm Thompson Smith Woolf Anderson, PLLC, as Successor Trustee, and First Southwest Bank, Beneficiary as assignee (assignment recorded on January 20, 2010 as Instrument #209274) from The First Bank of Idaho fsb dba First Bank of the Tetons as the Beneficiary under the Deed of Trust recorded February 13, 2008 as Instrument No. 195428, in the records of Teton County, Idaho; and after the fulfillment of the conditions specified in said Deed of Trust authorizing the 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 Successor Trustee to sell said property pursuant to the terms of said Deed of Trust. The Notice of Default was recorded as Instrument No. 209430, records of said County, Idaho, the nature of such default being set forth in said Notice of Default. Such default still existed at time of sale.

(b) After recordation of said Notice of Default, Successor 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, or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in the county 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 210629, 210630, and 210631.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) and the affidavits referred to in paragraph (b) 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 of all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of notice of sale by certified mail and the sale of the property.

Instrument # 211770

TETON COUNTY, IDAHO

6-23-2010 10:06:00 No. of Pages: 3

Recorded for: BART BIRCH

MARY LOU HANSEN

Ex-Officio Recorder Deputy

Index to DEED TRUSTEE'S

Copy

Fee: 9.00

(f) Successor Trustee, at the time and place of sale fixed by said notices, at public auction, in one parcel, struck off to First Southwest Bank., a Colorado Corporation, being the highest bidder, the property herein described for the sum of \$170,000.00., 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, advances, and costs.

In WITNESS WHEREOF, the Successor Trustee, Barton J. Birch, and the law firm of Thompson, Smith, Woolf, Anderson, PLLC, has caused his name to be hereunto subscribed this 23rd day of June, 2010.



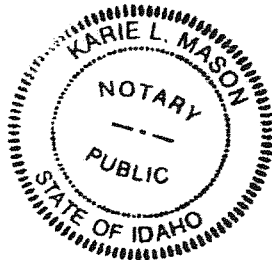
Barton J. Birch
Thompson, Smith, Woolf, Anderson, PLLC

STATE OF IDAHO)
)SS:
County of Teton)

On this 23 day of June, 2010, before me, Karie L. Mason a notary public, personally appeared Barton J. Birch, known or identified to me to be the person that executed the instrument, and that he also executed the foregoing instrument on behalf of Thompson, Smith, Woolf, Anderson, PLLC, and acknowledged to me that the Professional Limited Liability Company executed the same as Trustee.

WITNESS my hand and official seal.

S
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A
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Karie L. Mason
Notary Public
Residing at: Victor
My Commission expires: 8, 11-2010

EXHIBIT 'A'

LEGAL DESCRIPTION:

A portion of the east half of the southeast quarter of Section 34, Township 5 North, Range 45 East of the Boise Meridian, Teton County, Idaho described as follows:

Commencing at the southeast corner of said Section 34;
thence N00°03'08"E 767.42 feet along the east line of the southeast quarter of said Section 34 to the northerly right of way of County Road 75 South and the beginning of a non-tangent curve concave to the north a radius of 720.00 feet an a chord bearing of S81°44'21"W and to which beginning a radial line bears N15°04'08"W and the POINT OF BEGINNING for this description;
thence westerly 171.11 feet along said curve and the right of way of said County Road 75 South through a central angle of 13°36'59";
thence continuing along said right of way S88°32'51"W 200.00 feet to the beginning of a curve concave to the north having a radius of 470.00 feet;
thence westerly 40.76 feet along said curve and the right of way of said County Road 75 South through a central angle of 04°58'10";
thence continuing along said right of way N86°28'59"W 282.81 feet;
thence N05°21'45"W 167.27 to the beginning of a curve concave to the east having a radius of 300.00 feet;
thence northerly 125.21 feet along said curve through a central angle of 23°54'51" to the beginning of a curve concave to the west having a radius of 300.00 feet;
thence northerly 222.81 feet along said curve through a central angle of 42°33'14" to the beginning of a curve concave to the east having a radius of 300.00 feet;
thence northerly 265.43 feet along said curve through a central angle of 50°41'39" to the beginning of a curve concave to the northwest having a radius of 300.00 feet;
thence northeasterly 139.86 feet along said curve through a central angle of 26°42'41";
thence N00°01'10"W 312.92 feet;
thence S89°45'45"E 666.81 feet to the east line of the southeast quarter of said Section 34;
thence S00°03'08"W 1,197.79 feet along the east line of the southeast quarter of said Section 34 to the POINT OF BEGINNING.

The basis of bearing for the description is N00°03'08"E of the east line of the southeast quarter of said Section 34 as surveyed by A.W. engineering and shown on the Record of Survey for Allen Zohner, instrument # 153305, Teton County clerk's Office, Teton County, Idaho.

AFTER RECORDING MAIL TO:

Donovan Smith and Jennifer Novak Smith
12 Westwood Country Club
St. Louis, MO 63130

SPECIAL WARRANTY DEED

File No.: 440826-T (tm)

Date: November 14, 2012

For Value Received, **First Southwest Bank, a Colorado corporation**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Donovan Smith and Jennifer Novak Smith, husband and wife**, hereinafter called the Grantee, whose current address is **12 Westwood Country Club, St. Louis, MO 63130**, the following described premises, situated in **Teton County, Idaho**, to-wit:

A portion of the east half of the southeast quarter of Section 34, Township 5 North, Range 45 East of the Boise Meridian, Teton County, Idaho described as follows:

Commencing at the southeast corner of said Section 34;
thence N00°03'08"E 767.42 feet along the east line of the southeast quarter of said Section 34 to the northerly right of way of County Road 75 South and the beginning of a non-tangent curve concave to the north a radius of 720.00 feet an a chord bearing of S81°44'21"W and to which beginning a radial line bears N15°04'08"W and the POINT OF BEGINNING for this description;
thence westerly 171.11 feet along said curve and the right of way of said County Road 75 South through a central angle of 13°36'59";
thence continuing along said right of way S88°32'51"W 200.00 feet to the beginning of a curve concave to the north having a radius of 470.00 feet;
thence westerly 40.76 feet along said curve and the right of way of said County Road 75 South through a central angle of 04°58'10";
thence continuing along said right of way N86°28'59"W 282.81 feet;
thence N05°21'45"W 167.27 to the beginning of a curve concave to the east having a radius of 300.00 feet;
thence northerly 125.21 feet along said curve through a central angle of 23°54'51" to the beginning of a curve concave to the west having a radius of 300.00 feet;
thence northerly 222.81 feet along said curve through a central angle of 42°33'14" to the beginning of a curve concave to the east having a radius of 300.00 feet;
thence northerly 265.43 feet along said curve through a central angle of 50°41'39" to the beginning of a curve concave to the northwest having a radius of 300.00 feet;
thence northeasterly 139.86 feet along said curve through a central angle of 26°42'41";

Date: 11/14/2012

Warranty Deed
- continued

File No.: 440826-T (tm)

thence N00°01'10"W 312.92 feet;
thence S89°45'45"E 666.81 feet to the east line of the southeast quarter of said Section 34;
thence S00°03'08"W 1,197.79 feet along the east line of the southeast quarter of said
Section 34 to the POINT OF BEGINNING.

The basis of bearing for the description is N00°03'08"E of the east line of the southeast quarter of said Section 34 as surveyed by A.W. engineering and shown on the Record of Survey for Allen Zohner, instrument # 153305, Teton County clerk's Office, Teton County, Idaho.

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(s), their heirs and assigns forever. And the said Grantor(s) do hereby covenant to and with the said Grantee(s), that they are the owners in fee simple of said premises. The Grantor(s) warrants that said premises are free and clear of all encumbrances suffered or created by the Grantor(s), except such warranty does not apply to all taxes, assessments, and charges to be paid by the Grantee(s) and any lien or encumbrance revived or placed on said premises by, through or under the Grantee(s), his heirs and assigns.

Date: 11/14/2012

Warranty Deed
- continued

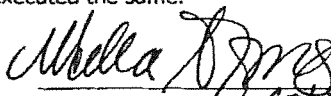
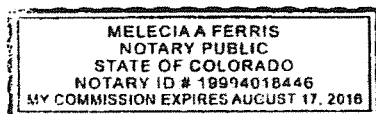
File No.: 440826-T (tm)

First Southwest Bank, a Colorado
corporation

By: Kent Curtis, President and CEO

STATE OF Colorado)
) ss.
COUNTY OF La Plata)

On this 20 day of **November, 2012**, before me, a Notary Public in and for said State, personally appeared **Kent Curtis**, known or identified to me, to be the **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.


Notary Public of Colorado
Residing at: 679 E 2nd Ave
Commission Expires: 8/17/16