

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
31-12312 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Dennis & Luanne Abegglen
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Tony and Shyla Sauer
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☒ and ☐ or ☐ and/or
891 E 2100 N
Mailing address
Terreton ID 83450
City State ZIP
208-657-2379
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: 10-12-2012

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.

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OCT 15 2012

Department of Water Resources
Eastern Region

7. Signature: *Tony Sauer* Title, if applicable: _____ Date: 10-15-12
Signature: *Shyla Sauer* Title, if applicable: _____ Date: 10/15/12
Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by: *JK* Date: 10-15-12 Receipt No.: E038100 Receipt Amt.: 25⁰⁰
Approved by: *JK* Processed by: *JK* Date: 10/17/2012

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Microfile No. 55016
15 Day Oct 12
At 10 O'Clock 08 M
Clark Co. Recorder Velvet Killian
Fee \$13.00
VK Deputy
Recorded at Request of
First American Title - Rigby

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **439134-RI (ss)**

Date: **October 12, 2012**

For Value Received, **Dennis Abegglen and Luanne Abegglen, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Tony Sauer and Shyla Sauer, husband and wife**, hereinafter called the Grantee, whose current address is **891 East 2100 North, Terreton, ID 83450**, the following described premises, situated in **Clark County, Idaho**, to-wit:

A parcel of land being a portion of the N $\frac{1}{2}$ of Section 24, Township 12 North, Range 38 East, Boise Meridian, Clark County, Idaho, and being more particularly described as follows: Beginning at the NW corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 24; thence North 89°45'11" East along the North line of said Section 24 a distance of 1010.32 feet; thence South 01°44'20" West a distance of 1772.04 feet; thence South 89°45'11" West a distance of 957.60 feet; thence North 00°02'03" East along the West line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24 a distance of 1771.00 feet to the point of beginning.

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.

RECEIVED

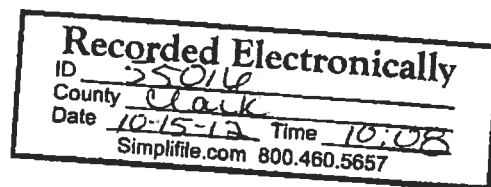
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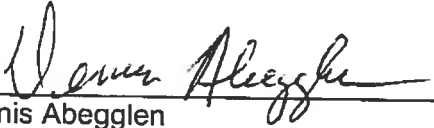
OCT 15 2012

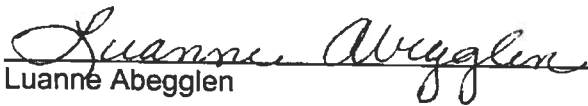
Department of Water Resources
Eastern Region

Date: 10/12/2012

Warranty Deed
- continued

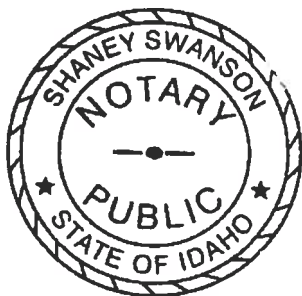
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Dennis Abegglen


Luanne Abegglen

STATE OF Idaho)
COUNTY OF Jefferson)
ss.

On this **Fifteenth day of October, 2012**, before me, a Notary Public in and for said State, personally appeared **Dennis Abegglen and Luanne Abegglen**, 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: Idaho Falls, ID
My Commission Expires: 1-3-15

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