

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED RECEIVED

JUL 27 2012

JUL 16 2012

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern Region

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?
22-13594 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Name of current water right holder/claimant

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

Matthew Lennon Brindey Lennon

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☐ or

☐ and/or

891 Tonya Rd #4

Mailing address

Victor

City

ID

State

83455

ZIP

208-354-1121

Telephone

tuckcreek@yahoo.com

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: 6/25/2012

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: [Signature]
Signature of new owner/claimant

Title, if applicable

7/5/12
Date

Signature: Brindey Lennon
Signature of new owner/claimant

Title, if applicable

7/5/12
Date

For IDWR Office Use Only:

Received by [Signature]

Date 7/27/2012

Receipt No. E037846

Receipt Amt. \$25.-

Approved by [Signature]

Processed by [Signature]

Date 7/30/2012

Instrument # 222702

TETON COUNTY, IDAHO
06-25-2012 14:20:26 No. of Pages: 1
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE
MARY LOU HANSEN Fee: \$10.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, SPECIAL WARRANTY

ATEC Order No. 148034

SPECIAL CORPORATE WARRANTY DEED

For Value Received
Wells Fargo Bank National Association

Whose address is 100 West Washington, 6th Floor, MAC#54104-050 Phoenix, AZ 85003

Grantor, does hereby Grant, Bargain, Sell and convey unto

Matt Lennon and Brindey Lennon, husband and wife,

whose current address is: 891 Tonya Road

Victor, ID 83455

the following described real estate, to-wit:

Part of the Southeast Quarter of Section 15, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the Southeast corner of said Section 15, thence North 89°53'26" West 410.15 feet along the Southern line of the Southeast Quarter of said Section 15 to the point of beginning; thence North 89°53'26" West 410.15 feet further along the Southern line of the Southeast Quarter of said Section 15 to a point; thence North 00°04'43" East 1056.32 feet to a point; thence North 89°08'14" East 411.55 feet to a point; thence South 00°09'05" West 1063.30 feet to the point of beginning.

Less and Excepting therefrom the existing county road right-of-way along the southern boundary of the above-described property.

The property is commonly known as 1120 W 4000 S Victor, ID 83455

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the Grantor does hereby covenant to and with the Grantee(s), that it is the owners in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible and all matters of record and title and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed June 14th, 2012.

Wells Fargo Bank National Association

By: [Signature]

Its: [Signature]

State of Colorado

)ss.

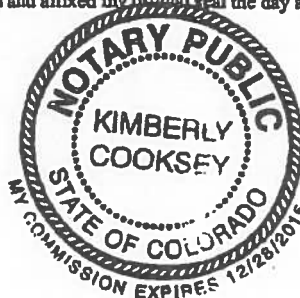
County of Denver

On this 20 day of June, in the year 2012, before me, a Notary Public in and for said state, personally appeared Delores L Pomcrinke

known to me to be the Officer of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of
Residing at: 1700 Lincoln
Commission Expires: 12/28/2015



#3

Instrument # 222702

TETON COUNTY, IDAHO
06-26-2012 14:20:28 No. of Pages: 1
Recorded for: ALLIANCE TITLE - DRIGGS OFFICE
MARY LOU HANSEN Fee: \$10.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: DEED, SPECIAL WARRANTY

ATEC Order No. 148034

SPECIAL CORPORATE WARRANTY DEED

For Value Received
Wells Fargo Bank National Association

Whose address is 100 West Washington, 6th Floor, MAC#54104-050 Phoenix, AZ 85003

Grantor, does hereby Grant, Bargain, Sell and convey unto
Matt Lennon and Brindey Lennon, husband and wife,

whose current address is: 891 Tonya Road
Victor, ID 83455

the following described real estate, to-wit:

Part of the Southeast Quarter of Section 15, Township 4 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: From the Southeast corner of said Section 15, thence North 89°53'26" West 410.15 feet along the Southern line of the Southeast Quarter of said Section 15 to the point of beginning; thence North 89°53'26" West 410.15 feet further along the Southern line of the Southeast Quarter of said Section 15 to a point; thence North 00°04'43" East 1056.32 feet to a point; thence North 89°08'14" East 411.55 feet to a point; thence South 00°09'05" West 1063.30 feet to the point of beginning.

Less and Excepting therefrom the existing county road right-of-way along the southern boundary of the above-described property.

The property is commonly known as 1120 W 4000 S Victor, ID 83455

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), their heirs and assigns forever. And the Grantor does hereby covenant to and with the Grantee(s), that it is the owners in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible and all matters of record and title and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed June 26th, 2012.

Wells Fargo Bank National Association

By: *Delores L. Pomerinke*

Its: *Officer*

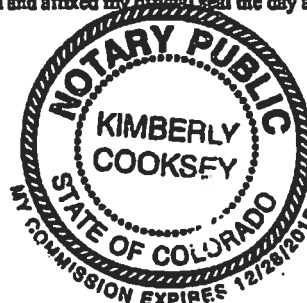
State of Colorado
)ss.
County of Denver

On this 26 day of June, in the year 2012, before me, a Notary Public in and for said state, personally appeared Delores L. Pomerinke known to me to be the Officer of the

Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he/she executed the foregoing in said Corporation name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Kim Cooksey
Notary Public for the State of
Residing at: 1700 Lincoln
Commission Expires: 12/28/2015



#2

Instrument # 221413

TETON COUNTY, IDAHO

3-22-2012 01:13:26 No. of Pages: 5

Recorded for : HAWLEY TROXELL ENNIS HAWLEY

MARY LOU HANSEN

Fee: 22.00

Ex-Officio Recorder Deputy

Index to: DEED IN LIEU OF FORECLOSURE

NON-MERGER DEED-IN-LIEU OF FORECLOSURE WITH RETENTION OF DEFICIENCY RIGHTS

FOR VALUE RECEIVED, Richardson Family Properties, LLC, an Idaho limited liability company ("Grantor"), does hereby grant, bargain, sell, and convey unto Wells Fargo Bank National Association, or assigns, the ("Grantee"), whose address is 100 West Washington, 6th Floor, MAC# S4101-050, Phoenix, AZ 85003, the real property situated in Teton County, Idaho, more particularly described in Exhibit 1 attached hereto and by this reference incorporated herein, TOGETHER with all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be a part of the real estate described, and all rights, improvements, appurtenances thereon or appertaining thereto of every kind and nature, including all rights, privileges, royalties, and easements appurtenant to the real property, including, without limitation, all crops, timber, mineral rights, oil and gas rights, minerals, oil, gas, geothermal and other hydrocarbon substances on and under the real property, as well as all development rights, air rights, all diversion payments or third party payments made to crop producers, water, water and riparian rights, water permits, wells, ditches, well rights and permits, ditch rights (including stock in utilities with ditch or irrigation rights) and water stock and shares relating to the real property, and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the real property (all of which are collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property with its appurtenances unto Grantee, its successors, assigns, and transferees forever, and Grantor does hereby covenant to and with Grantee that it is the owner in fee simple of the Property and that the Property is free from all encumbrances and liens, except easements of record and those encumbrances set forth on Exhibit 2, attached hereto and by this reference incorporated herein, and the following Deed of Trust executed by Richardson Family Properties, LLC as grantor to Grantee: Deed of Trust with Assignment of Rents and Leases dated September 17, 2007, and recorded on September 27, 2007, as instrument No. 191958, records of Teton County, Idaho ("Deed of Trust"); and that Grantor will warrant and defend the same from all lawful claims whatsoever.

This Non-Merger Deed-in-Lieu of Foreclosure with Retention of Deficiency Rights ("Deed") is absolute in effect and conveys to Grantee full, fee simple title in the Property. This Deed does not operate as a mortgage, trust deed, trust conveyance, or security device of any kind. Grantor acknowledges that the Deed of Trust is valid and binding and shall remain in full force and effect. This Deed does not effect a merger of the fee ownership and the lien of the Deed of Trust. The fee and the lien shall hereafter remain separate and distinct. Grantee reserves Grantee's rights to foreclose the Deed of Trust at any time as to any party with any claim, interest or lien on the Property.

This Deed is made pursuant to and in accordance with the terms of that certain Estoppel Affidavit of even date herewith executed by Grantor, R & R Landscape, Inc. as Borrower ("Borrower"), and Andrew J. Richardson and Nancy D. Richardson, each as a Guarantor (collectively, "Guarantors"), and that certain Stipulated Judgment entered in Case No. CV 09-511 in the Seventh Judicial District of the State of Idaho, County of Teton on March 13, 2008 (the "Stipulation"). The consideration for this Deed is valuable and includes Borrower's, Grantor's and Guarantors' desire to decrease the amount of the obligations owed by Borrower and Guarantors pursuant to the terms of the Business Lending Confirmation Letter and Business Direct Wells Fargo Business Real Estate Financing Disclosure dated September 14, 2007 ("Note") and secured against Property by the Deed of Trust. In executing this Deed, Grantor expressly acknowledges that this Deed is not intended to and does not discharge the indebtedness that is secured by the Deed of Trust and thus, Grantee retains its deficiency rights pursuant to the terms of the Stipulation.

The possession of the Property has been or will be promptly surrendered to Grantee. Grantor further covenants with Grantee that Grantee shall enjoy the same without any loss or disturbance, and that Grantor and all persons having or acquiring any interest in the Property through or for Grantor will, on demand, execute, and deliver to Grantee any further assurances of the same as may be reasonably required. Grantee's acceptance of this conveyance is conditioned upon there being no liens or adverse claims against the Property except as set forth herein on Exhibit 2, attached hereto and by this reference incorporated herein.

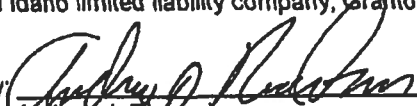
This Deed is made as a result of the request of Grantor and is made of its free and voluntary act without undue influence or coercion from Grantee or any other party. At the time of the execution of this Deed, Grantor believes that the indebtedness secured by the Deed of Trust does exceed the fair market value of the Property.. Grantee shall have the option and right to defer recording this Deed if it so elects until such time as it deems appropriate.

Grantor does hereby irrevocably waives, surrenders, conveys, and relinquishes any equity of redemption and statutory rights of redemption whatsoever concerning the Property, and acknowledges that this Deed is not executed by virtue of any misrepresentation of Grantee, its agents, attorneys, or any other person. The warranties and representations made by Grantor as herein set forth are for the protection of Grantee and all other parties who hereafter acquire an interest in the Property and shall be binding upon the respective heirs, trustees, beneficiaries, executors, successors and assigns of Grantor.

DATED effective the 8 day of March 2012, 2012. *OR - NB*

GRANTOR:

Richardson Family Properties, LLC
an Idaho limited liability company, Grantor

By: 

Andrew J. Richardson

Its: Member

By: 

Nancy D. Richardson

Its: Member

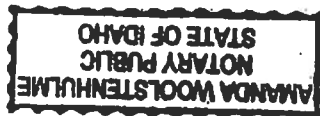
STATE OF IDAHO

)
) ss.

County of Teton

On this 8th day of March, 2012, before me, Amanda Woolstenhulme, a Notary Public in and for said State, personally appeared Andrew J. Richardson known or identified to me to be a member of Richardson Family Properties, LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability 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.



Amanda Woolstenhulme
Notary Public for Idaho
Residing at Victor, Id
My commission expires 8-31-2015

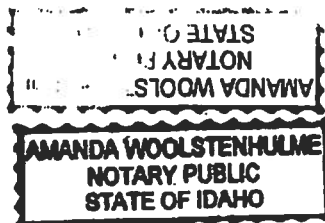
STATE OF IDAHO

)
) ss.

County of Teton

On this 8th day of March, 2012, before me, Amanda Woolstenhulme, a Notary Public in and for said State, personally appeared Nancy D. Richardson known or identified to me to be a member of Richardson Family Properties, LLC, or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability 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.



Amanda Woolstenhulme
Notary Public for Idaho
Residing at Victor, Id
My commission expires 8-31-2015

EXHIBIT 1
LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 15, Township 4 North, Range 45 East, Boise, Meridian, Teton County, Idaho, being further described as:

From the Southeast corner of said Section 15,
Thence North 89° 53' 28" West 410.15 feet along the southern line of the southeast quarter of said Section 15 to the point of beginning;
Thence North 89° 53' 28" West 410.15 feet further along the southern line of the southeast quarter of said Section 15 to a point;
Thence North 00° 04' 43" East 1058.32 feet to a point;
Thence North 89° 08' 14" East 411.55 feet to a point;
Thence South 00° 08' 05" West 1063.30 feet to the point of beginning.

LESS AND EXCEPTING therefrom the existing county road right-of-way along the southern boundary of the above-described property.

**EXHIBIT 2
APPROVED EXCEPTIONS**

1. General taxes for the year 2011, a lien in the amount of \$1,544.16, of which the first installment is due on or before December 20, 2011 and the second installment is due on or before June 20, 2012. (Parcel No. RP 04N45E157205 A).
2. General taxes for the year 2012, a lien due but not yet payable.
3. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
4. Electric Line Right-of-Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded June 16, 1994 as Instrument No. 116481, records of Teton County, Idaho.
5. Terms, provisions, of Agreement for Electric Service by and between Fall River Rural Electric Cooperative, Inc., and Royce J. Foster, recorded June 16, 1994 as Instrument No. 116523, records of Teton County, Idaho.
6. Facts evidenced by that certain Record of Survey One Time Only Split Of One Parcel Of Land, recorded April 24, 2006, as Instrument No. 176273, records of Teton County, Idaho.
7. Terms, provisions, of County Road and Utility Easement and Restrictions as shown in Warranty Deed, recorded April 24, 2006 as instrument No. 176275, records of Teton County, Idaho.
8. Electric Line Right of Way Easement including the terms and provisions thereof in favor of Fall River Rural Electric Cooperative, Inc., recorded July 27, 2006 as Instrument No. 178898, records of Teton County, Idaho.
9. Terms, provisions, of Agreement for Electric Service - Residential by and between Fall River Rural Electric Cooperative, Inc., and Andy Richardson/Richardson Family Properties, LLC, recorded July 28, 2006 as Instrument No. 178953, records of Teton County, Idaho.

#1

RECORDING REQUESTED BY
First American Title Company

176298

RECEIVED

APR 11 2006

TETON CO., ID
CLEARY RECORDER

AND WHEN RECORDED MAIL TO:
First American Title Company
81 North Main Street/P.O. Box 42
Driggs, ID 83422

Instrument # 176298
DRIGGS, TETON, IDAHO
2006-04-25 09:26:12 No. of Pages: 3
Recorded for : FIRST AMERICAN TITLE
NOLAN G. BOYLE
Ex-Officio Recorder Deputy
Index to: DEED, WARRANTY

[Signature]

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 153416-T (tm)

Date: April 12, 2006

For Value Received, **Foster Family Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Richardson Family Properties, LLC, an Idaho Limited Liability Company**, hereinafter called the Grantee, whose current address is **P.O. Box 469, Victor, ID 83422**, the following described premises, situated in **Teton County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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.

176298

Date: 04/12/2008

Warranty Deed
- continued

File No.: 153416-T (tm)

EXHIBIT A

**PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO, BEING FURTHER DESCRIBED AS:
FROM THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE N 89°53'26"W, 410.15 FEET ALONG THE SOUTHERN LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO THE POINT OF BEGINNING;
THENCE N 89°53'26"W, 410.15 FEET FURTHER ALONG THE SOUTHERN LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 TO A POINT;
THENCE N 00°04'43"E, 1056.32 FEET TO A POINT;
THENCE N 89°08'14"E, 411.55 FEET TO A POINT;
THENCE S 00°09'05"W, 1063.30 FEET TO THE POINT OF BEGINNING.**

LESS AND EXCEPTING THEREFROM THE EXISTING COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTHERN BOUNDARY OF THE ABOVE DESCRIBED PROPERTY.

176298