

RECEIVED

APR 02 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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?
2-7315C	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: William C. Wynarda M. Exon
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Lynn J. Babington; Kathy L. Babington; Bryan C. Whitmans
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or

2825 S. 1050 E.

Mailing address Hagerman ID 83332

City 208-837-4860 State ZIP

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: 3/30/2012

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: Kathy Babington Title, if applicable 3/30/12
Signature of new owner/claimant Date
- Signature: Kathy Whitmans Title, if applicable 3/30/12
Signature of new owner/claimant Date

For IDWR Office Use Only:

Received by DB Date 4.6.2012 Receipt No. 5032463 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

Case No. 63002sm

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY

Recorded for:

TITLEFACT

4:37:34 PM 03-30-2012

2012-005903

No. Pages:1 Fee: \$ 10.00

KRISTINA GLASCOCK

County Clerk

Deputy: DWRIGHT

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED **ROBERT J. MEYERS and KATHI L. MEYERS, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **BRYAN C. WHITMARSH and KRISTY L. WHITMARSH, husband and wife AND LYNN J. BABINGTON and KATHY L. BABINGTON, husband and wife**, hereinafter called Grantee, whose address is:
2825 S. 1650 E. Hayward ID 83332, the following described premises in Twin Falls County, Idaho; to-wit:

Lot 4, **CROOK LAND ESTATES**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 12 of Plats, page 46, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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 they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: March 28, 2012

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 30th day of March, 2012, before me, a Notary Public in and for said State, personally appeared Robert J. Meyers and Kathi L. Meyers, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Susan Moon

306905



169-09

TWIN FALLS COUNTY
RECORDED FOR:
F A T C
03:15:32 PM 03-08-2010
2010-004605
NO. PAGES: 2 FEE: \$6.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: Diana
Electronically Recorded by Simplifile

TRUSTEE'S DEED

First American Title Company, Inc., (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to **Robert Meyers and Kathi Meyers**, 3921 N 3300 E Twin Falls, ID 83301 (herein called Grantee) all of the real property situate in the County of Twin Falls, State of Idaho, described as follows:

Lot 4 of Crook Land Estates, Twin Falls County, Idaho, recorded in Book 12 of Plats, Page 46.

This conveyance is made pursuant to the powers conferred upon Trustee by Deed of Trust between Christianna Harmon, a married woman as her sole and separate property, as Grantor(s), First American Title Company, Trustee, and Alternative Funding, LTD, as Beneficiary, recorded August 17, 2007, as Instrument No. 2007020628, later assigned to Robert Meyers and Kathi Meyers, recorded August 20, 2007, as Instrument No. 2007020725, all records of Twin Falls County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this 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 said Trustee to sell said property pursuant to the terms of said Deed of Trust.

Notice of Default was recorded as Instrument No. 2009-017947, records of Twin Falls County, Idaho, and in the Office of the Recorder of each other county 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.

(b) After recordation of said Notice of Default, Trustee gave notice of the time and place of sale of said property by registered or certified mail, by personal service upon the occupants of said real property, 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 the affidavits recorded at least twenty (20) days prior to the date of sale as Instrument Nos. 2009-026621, 2009-026622 and 2009-026623, records of Twin Falls County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred in paragraph (b) supra shall be and they are hereby incorporated herein 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 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 the notice of sale by registered or certified mail and the sale of said property.

(f) Trustee, at the time and place of sale fixed said notice, at public auction, in one parcel, struck off to Grantee, **Robert Meyers and Kathi Meyers**, being the highest bidder therefor, the property herein described for the sum of **\$70,726.83**, subject to, however, 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 Trustee, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its Assistant Secretary, March 4, 2010.

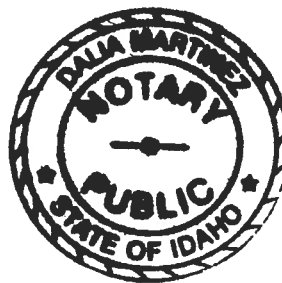
FIRST AMERICAN TITLE COMPANY, INC.

By: Becky Stucki
Becky Stucki, Assistant Secretary

STATE OF IDAHO, County of Bingham ss:

On March 4, 2010, before me, a Notary Public in and for said State, personally appeared BECKY STUCKI, known or identified to me to be the Assistant Secretary of the Corporation who executed the Instrument on behalf of said Corporation, and acknowledged to me that said Corporation executed the same.

Dalia Martinez
Notary Public - Residing: Blackfoot ID
Commission Expires: 2/18/2014



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
260 Third Avenue North
Twin Falls, ID 83303

TWIN FALLS COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE CO.
11:24:07 am 05-07-2007
2007-010832
NO. PAGES: 2 FEE: \$6.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CHICE

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **211308-TF (sg)**

Date: **May 04, 2007**

For Value Received, **Wynarda M. Exon, a married woman individually and Wynarda M. Exon, Permanent Conservator of the interest of William C. Exon, also show of record as William Exon, an Incapacitated Person**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Christianna L. Harmon, a married woman**, hereinafter called the Grantee, whose current address is **705 Blue Lakes Blvd. North, Suite B, Twin Falls, ID 83301**, the following described premises, situated in **Twin Falls County, Idaho**, to-wit:

LOT 4 OF CROOK LAND ESTATES, TWIN FALLS COUNTY, IDAHO, RECORDED IN BOOK 12 OF PLATS, PAGE 46.

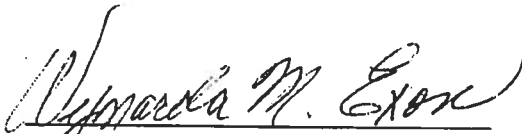
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

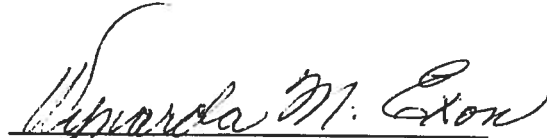
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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.

Date: 05/04/2007

Warranty Deed
- continued

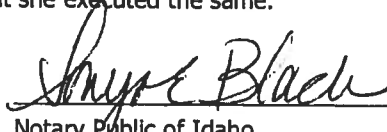
File No.: 211308-TF (sg)

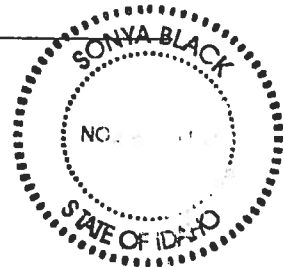

Wynarda M. Exon


Wynarda M. Exon, Permanent Conservator
of the Interest of William C. Exon, also
shown of record as William Exon, an
Incapacitated Person

STATE OF Idaho)
SS.
COUNTY OF Twin Falls)

On this 05/ 4 /2007, before me, a Notary Public in and for said State, personally appeared **Wynarda M. Exon**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.


Notary Public of Idaho
Residing at: Twin Falls, ID
Commission Expires: 8/12/10



STATE OF Idaho)
SS.
COUNTY OF Twin Falls)

On this 05/ 4 /2007, before me, a Notary Public in and for said State, personally appeared **Wynarda M. Exon**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the Permanent Conservator of the interest of **William C. Exon** also show of record as **William Exon**, an Incapacitated Person, and acknowledged to me that she executed the same as such Permanent Conservator.


Notary Public of Idaho
Residing at: Twin Falls, ID
Commission Expires: 8/12/10

