

DEL ✓

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 10 2012

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN 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?
PD 57-278	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Hook, Tom - (error) name that is on right 57-278

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

DAN E. MULLER

Name of each new owner as listed on the conveyance document

and/or Rose M. MULLER

New owner continued ☐ and ☐ or ☐ and/or

10604 Johnston Ln.

Mailing address

MELBA

City

ID

State

83641

ZIP

208-495-2809

Telephone

mullyhedan@AOL.com

Email

mullyhedan " "

- N/A 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: 11/08/1988 → when I filed

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. Correct
- ✓ • 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. sure would like this back cause it is an error
○ \$100 per split water right.
○ No fee is required for pending adjudication claims.

7. Signature:

Dan E. Muller
Signature of new owner/claimant

Owner
Title, if applicable

2-4-2012
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

2-10-12

Receipt No.

W039905

Receipt Amt.

25.00

Approved by

Processed by

RS

Date

3-15-12

Form 42-248/42-1409(6) Rev. 07/10

Return N/A, see dept. 2/6/12 letter

201108223

NON-MERGER DEED

FOR VALUE RECEIVED, **Kevin Smith and Ariane Smith**, husband and wife, (collectively "Grantor"), do hereby grant, bargain, sell and convey unto **Dan E. Muller and Rose M. Muller**, husband and wife ("Grantee"), whose address is 3940 McGuire Street, Meridian, ID 83642, that certain parcel of real property located in Owyhee County, Idaho, described as follows:

A parcel of land in the Southwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho, described as follows:

COMMENCING at the West Quarter corner of the said Section 1 and running East on the 1/2 Section line, 880.0 feet; thence running North 990.0 feet; thence running East 440.0 feet to the East line of the Southwest Quarter of the Northwest Quarter; thence running North on the said East line 330.0 feet to the Northeast corner of the Southwest Quarter of the Northwest Quarter; thence running West and along the North line of the Southwest Quarter of the Northwest Quarter 1320.0 feet to the West line of the said Section 1; thence running South and along the West line 1320.0 feet to the POINT OF BEGINNING.

This Deed is an absolute conveyance of the title to the above described premises to Grantee in effect as well as in form, and is not now intended as a mortgage, trust deed or security devise of any kind, and possession of the premises has been or will be surrendered to the Grantee.

The consideration for this Deed is the full cancellation of all debts, obligations, considerations, and charges, except for the property taxes, heretofore existing under and by virtue of that certain Promissory Note dated October 10th, 2005, made by the undersigned Grantor, and that certain Deed of Trust executed by the undersigned as Grantor, of which Grantee is the current Beneficiary, dated October 10th, 2005, and

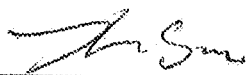
recorded October 14th, 2005 as Instrument No. 253792, records of Owhyee County, Idaho.

This Deed is made as a result of the undersigned Grantor's request that Grantee accept such Deed, and is the Grantor's free and voluntary act. At the time of making this Deed, the credit given against the above described debt instrument is at least equal to the fair market value of the property so deeded. This Deed is not given as a preference against any other creditors. This statement is included in this Deed for the protection of the Grantee, and all other parties hereafter dealing with or who acquire an interest in the land herein described, and shall bind the undersigned Grantor's heirs, executors, and assigns.

Notwithstanding any other provision of this Deed, the title hereby conveyed by Grantor to Grantee shall not merge into the title conveyed by the above-referenced Deed of Trust.

TO HAVE TO HOLD the said premises, with their appurtenances unto the said Grantees, its successor and assigns forever.

GRANTOR



Kevin Smith

GRANTOR

Ariane Smith
Ariane Smith

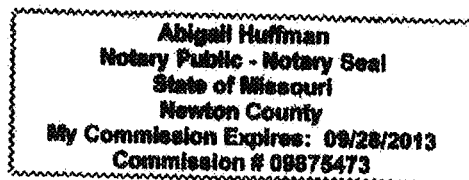
STATE OF ~~IDAHO~~ MO

County of ~~Ada~~ Newton

On this 22 day of January, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Smith and Ariane Smith, husband and wife, known or identified to me to be the persons who executed the foregoing instrument, and acknowledged to me that they 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 written above.

Abigail Huffman
Residing in: Newton, MO
Commission Expires: 9/28/2013



ESTOPPEL AFFIDAVIT

276713

201108223

STATE OF: Idaho)
)ss.
County of Owyhee)

Kevin Smith and Ariane Smith, husband and wife, hereinafter referred to as "Grantors", being first duly and separately sworn upon oath, each for himself and herself, say as follows, to-wit:

1. That on October 10th, 2005, a Deed of Trust was made by and among Kevin Smith and Ariane Smith, as the grantor, and Pioneer Title Company of Canyon County, as trustee, and Dan E. Muller and Rose M. Muller, as beneficiary (and who shall hereinafter be referred to in this Affidavit as the Grantee under the deed in lieu of foreclosure).

The Deed of Trust referred to herein was filed of record on October 11th, 2005, as Instrument No. 253792, Records of Owyhee County, Idaho, and conveys the following described real property:

A parcel of land in the Southwest Quarter of the Northwest Quarter of Section 1, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho, described as follows:

COMMENCING at the West Quarter corner of the said Section 1 and running
East on the 1/2 Section line, 880.0 feet; thence running
North 990.0 feet; thence running
East 440.0 feet to the East line of the Southwest Quarter of the Northwest Quarter; thence running
North on the said East line 330.0 feet to the Northeast corner of the Southwest Quarter of the Northwest Quarter; thence running
West and along the North line of the Southwest Quarter of the Northwest Quarter 1320.0 feet to the West line of the said Section 1; thence running
South and along the West line 1320.0 feet to the POINT OF BEGINNING.

That the Grantors herein execute and deliver this Estoppel Affidavit for the purpose of and in consideration of preventing a foreclosure of the above described Deed of Trust and in aid of supporting Grantors' deed to Grantee in lieu of foreclosure by the Grantee as beneficiary. That in this regard, Grantors covenant and represent to Grantee, and Grantee's nominees or assignees, that the fair market value of said real property described above approximates the amount owing to the Grantee on the Deed of Trust and secured sums owing to others, and may be less than said amount when consideration is given for the costs involved in a foreclosure and the interest accruing on the underlying obligation. Grantors further covenant to the Grantee that a deed in lieu of foreclosure will aid Grantors in that Grantors cannot continue to service the obligation to the Grantee.

Instrument # 276713
MURPHY, OWYHEE, IDAHO
2012-02-03 08:50:30 No. of Pages: 3
Recorded for: PIONEER TITLE COMPANY/OWYHEE
CHARLOTTE SHERBURN Fee: \$16.00
Ex-Officio Recorder Deputy: map
Index To: MISCELLANEOUS RECORDING
Electronically Recorded by Simplifile

2. That Grantors further covenant and warrant that the deed in lieu of foreclosure is an absolute conveyance of title to the said property to Grantee or to any other grantee or assignee of the Grantee herein, in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind; that possession of said property shall be surrendered to the Grantee as of the date of the deed; and that the further consideration for the aforesaid deed is a discharge of the liability of Grantors and the full cancellation of all notes, obligations, costs, and charges secured by the Deed of Trust above described which is in default.

3. That the aforesaid deed and conveyance in lieu of foreclosure is made by Grantors as a result of Grantors' request, and that the Grantee accepts such deed in extinguishment of Grantors' debt, and that it is Grantors' free and voluntary act; that at the time of making said deed, the Grantors believed and still believe that the Deed of Trust indebtedness and secured obligations owing to others may be in excess of the fair value of the property so deeded; that said deed was not given as a preference against any other creditors of Grantors, or either of them; that the Grantors have no other creditors whose rights would be prejudiced by such a conveyance; and that Grantee will not be obligated upon any debt whereby any lien has been created or exists against the premises described in said deed except for a lien for real estate taxes and assessments; and the Grantors, in offering to execute the aforesaid deed to Grantee and in executing the same, are not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, or the agent or attorney or any other representative of the Grantee, and that it was the intention of the Grantors to convey, and by said deed the Grantors do convey, to the Grantee therein named, all of Grantors' right, title, and interest absolutely in and to the premises described in said deed.

4. That the aforesaid deed and conveyance made by the Grantors is executed and delivered with the express understanding that its receipt by the Grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as said deed and the release, satisfaction, cancellation, or reconveyance of the lien of said Deed of Trust are filed of record in the Recorder's Office for the county in which the property is situated, at which time the full legal and equitable title shall vest in the Grantee; but it is the intention of the parties, supported by the representations and warranties of the Grantors, that the Grantee shall take unencumbered title except as to real estate taxes and assessments; however, if a subordinate lien (other than those set forth herein) should vest after the date of physical delivery of the deed in lieu of foreclosure but before the recording of the deed, the Grantee, at its sole and separate option, may extinguish or pay off said lien in lieu of a subsequent foreclosure action, or may return the deed to Grantors and refuse delivery.

5. That this Affidavit is made for the protection and benefit of the Grantee, and its respective successors and assigns, and all other parties hereafter dealing with or with whom they acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, administrators, and assigns of the Grantors.

Dated: 1-23-12

[Signature]
By:

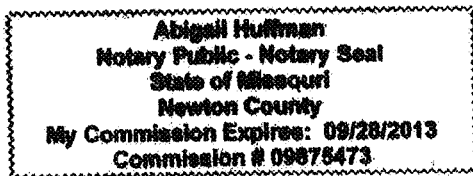
Ariane Smith
By:

STATE OF: MO)

County of Newton : ss.

On this 23 day of January, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Smith and Ariane Smith, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



[Signature]
Notary Public for Idaho
Residing at 11556 ymo
My comm. expires 9/28/2013

END of docs received 2/10/12