

RECEIVED

FEB 16 2012

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. OF WATER RESOURCES
SOUTHERN 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?
36-39N	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: George J. Korbis and Nellie w. Korbis
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Kenneth Runnels and Sandra Runnels
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☒ and/or
966 Pioneer Road
Mailing address
Hagerman ID 83332
City 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: February 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] Title, if applicable _____ Date 2/10/12
Signature of new owner/claimant
Signature: [Signature] Title, if applicable _____ Date 2/10/12
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 2/17/12 Receipt No. 5032356 Receipt Amt. \$2500
Approved by _____ Processed by _____ Date _____

ERRORS AND OMISSIONS CORRECTION AGREEMENT

LENDER:

BORROWER(S):

Kenneth Runnels and Sandra Runnels

LOAN #:

REO #:

L1118V5

PROPERTY ADDRESS:

966 Pioneer Road

Hagerman, ID 83322

For a good and valuable consideration, and as a condition of the extension of credit evidenced by the above referenced loan, the Borrower(s) and Seller(s) [if any] agree, if requested by the Note Holder, Lender, Representative or Agent for Lender and/or Mortgage Broker (herein "Lender"), to cooperate as hereinafter set forth.

In the event any of the documents evidencing and/or securing the above referenced loan misstate or inaccurately reflect the true and correct terms and provisions of the loan, Borrower(s) and any Seller(s) shall upon request by Lender and in order to correct such misstatement and inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake.

The agreements contained herein shall apply whether said misstatement or inaccuracy is due to unilateral mistake on the part of the Lender or Borrower(s) or any Seller(s), mutual mistake on the part of Lender and Borrower(s) and any Seller(s) or clerical error on the part of any party to the transaction.

Failure by the party to initial or execute such documents as and when requested hereunder shall constitute a breach of the contractual agreement evidenced hereby and shall also constitute a default under the Note evidencing and Deed of Trust or other security instrument securing the loan.

This Agreement shall be binding on the signatories hereto, their heirs and assigns and shall inure to the benefit of Lender, its successor, and assigns.

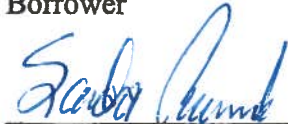
Time is of the essence concerning all agreements contained herein.

Dated the 10th day of February, 2012.



Borrower

Seller



Borrower

Seller

Instrument # 240284

GOODING, GOODING, IDAHO

2-14-2012 11:10:41 No. of Pages: 2

Recorded for : LAND TITLE AND ESCROW

DENISE M. GILL

Fee: 13.00

Ex-Officio Recorder Deputy



SPECIAL WARRANTY DEED

#GG-11363

For Value Received

Federal National Mortgage Association

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Kenneth Runnels and Sandra Runnels, husband and wife as community property with rights of survivorship

Address: ~~10849 Mondo Road, Victoryville, CA 92392~~ 966 Pioneer Road, Hagerman, ID 83332

Hereinafter called the Grantee, the following described premises situated in Gooding County, Idaho, to-wit:

Lot 1 in Block 1 of Willow Brook Subdivision, Gooding County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the County Recorder of said County.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 6.0 shares from the Buckeye Ditch Company.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2012 and subsequent years, taxes are an accruing lien, not yet due or payable.

Assessments of the Buckeye Ditch Company and the rights and powers of said Company as by law provided.

Easement given by Charles C. Cary and Ruth Cary, husband and wife, first party, and Cleament Prince, a second party, dated August 28, 1961, recorded January 8, 1962 as Instrument Number 3305, Gooding County records, wherein first party grants to second party a right of way and easement to convey water from the Buckeye Ditch through a pipeline across Tax 14, Section 11, Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Charles C. Cary and Ruth E. Cary, husband and wife, to Idaho Power Company, a corporation, dated October 29, 1964, recorded March 4, 1965 as Instrument Number 13808, Gooding County records, granting to said corporation a right of way and easement for erection and maintenance of an electric transmission line over and across the NW¼SE¼ of Section 11, Township 7 South, Range 13, East Boise Meridian.

Power Line Easement given by Ruth Cary, Stuart D. Gummow and Lillian Gummow, husband and wife, to Idaho Power Company, a corporation, dated May 1, 1973, recorded February 7, 1975 as Instrument Number 53368, Gooding County records, granting to said corporation a right of way and easement for erection and maintenance of an electric transmission line over and across Section 11, Township 7 South, Range 13, East Boise Meridian.

Restrictive and Protective Covenants impressed upon Willow Brook Subdivision, recorded August 13, 1979 as Instrument Number 78288, Gooding County records, Willow Brook Subdivision Property Owners Minutes of Meeting

Page 2 of Special Warranty Deed

Easements as shown on the recorded plat.

Sanitary Restrictions as shown on the recorded plat.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The 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 incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 9, 2012

Federal National Mortgage Association

IDENTIFIED WITNESS

By

Title

ASST. VICE PRESIDENT

STATE OF Texas

)

) ss.

COUNTY OF Dallas

)

On this 9th day of February, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared IDENTIFIED WITNESS, known or identified to me to be the person whose name is subscribed to the within instrument as ASST. VICE PRESIDENT of Federal National Mortgage Association, and acknowledged to me that he/she executed the same as such ASST. VICE PRESIDENT.

Notary Public

Residing at: Dallas

My Commission expires: _____





Land Title and Escrow, Inc.

Focused on Service, Positioned for the Future

RECEIVED

FEB 16 2012

DEPT. OF WATER RESOURCES
SOUTHERN REGION

GG-11363
Gooding

February 14, 2012

Department of Water Resources
Southern Region
1341 Fillmore Suite 200
Twin Falls, Idaho 83301

RE: Notice of Change of Water Right Ownership

Cert Mail #7011 1570 0002 2980 0272

Dear Sirs:

At the request of the buyer, we are forwarding to your office the following in connection with the above referenced:

- Notice of Change of Water Right Ownership for Water Right Number 36-39N
- Copy of Deed #240284

Thank you,

LAND TITLE AND ESCROW, INC.

Debbie Zatica
Escrow Assistant
(208) 934-8477
P.O. Box 473, 546 Main Street
Gooding, Idaho 83330

cc:

Box 177 • Burley, Idaho • 83318
Ph: 208.878.3524
Fx: 208.878.4435
lteb@pmt.org

Box 5375 • Twin Falls, Idaho • 83303-5375
Ph: 208.933.2650
Fx: 208.933.2655
ltetf@pmt.org

Box 473 • Gooding, Idaho • 83330
Ph: 208.934.8477
Fx: 208.934.5890
lteg@pmt.org

Box 111 • Rupert, Idaho • 83350
Ph: 208.436.0606
Fx: 208.436.1199
lter@pmt.org

Box 349 • Jerome, Idaho • 83338
Ph: 208.324.3357
Fx: 208.324.8961
ltej@pmt.org