

RECEIVED
JAN 06 2012
WATER RESOURCES
WESTERN 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?
61-12245	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

JOHN H WILSON
Name of current water right holder/claimant

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

RANDY C SCHWITTERS
Name of each new owner as listed on the conveyance document

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

5393 NE WATERDOG WAY

Mailing address

MOUNTAIN HOME

City

ID

State

83647

ZIP

801-440-7144

Telephone

RSI-RANDY@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: 2-24-11

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 of new owner/claimant

Title, if applicable

1-5-12
Date

Signature:

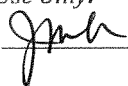
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by



Date

1-6-12

Receipt No.

W039836

Receipt Amt.

25

Approved by



Processed by



Date

1-10-12

WARRANTY DEED

For Value Received,

JOHN H WILSON, A SINGLE MAN

the Grantor does hereby grant, bargain, sell, convey and warrant unto

**RANDY SCHWITTERS AND MELISSA SCHWITTERS, HUSBAND AND WIFE AS
COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP**

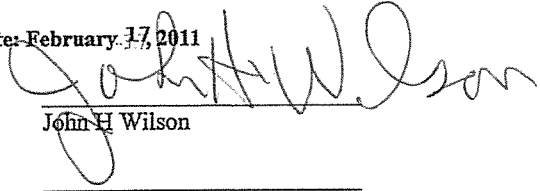
the Grantees whose current address is:
5393 NE Waterdog Way Mountain Home, ID 83647

the following described real property in Elmore County, State of Idaho more particularly
described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with
the said Grantees, that he is the owner in fee simple of said premises; that said premises are free
from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and
those made, suffered or done by the Grantee(s); and subject to reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and general taxes and
assessments, (including irrigation and utility assessments, if any) for the current year, which are
not yet due and payable, and that he will warrant and defend the same from all lawful claims
whatsoever, except those of record.

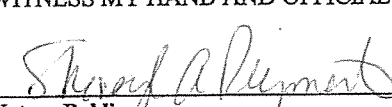
Date: February 17, 2011


John H Wilson

State of Idaho
County of Elmore

On this 23rd day of February, 2011, before me, the undersigned, a Notary Public, in and for said
State, personally appeared **JOHN H WILSON**, known to me, and/or identified to me on the
basis of satisfactory evidence, to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public

Residing at: Mountain Home

Commission Expires: 5-26-12 12-27-11

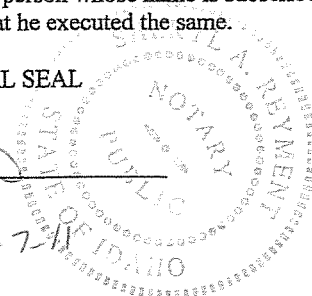


EXHIBIT "A"

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 12: A portion of the West 1/2 Northeast 1/4 Northeast 1/4

Commencing at the NE Section corner of Section 12, T3S, R6E, B.M.; thence S. 89°56'20" W. for a distance of 788.10 feet to a 5/8 inch steel pin, the REAL POINT OF BEGINNING; thence

S. 00°06'55" W. for a distance of 1322.92 feet to a 5/8 inch steel pin; thence

S. 89°56'36" W. for a distance of 538.28 feet to a 5/8 inch steel pin; thence

N. 00°10'12" E. for a distance of 1322.88 feet to a 5/8 inch steel pin; thence

N. 89°56'20" E. for a distance of 537.02 feet to the REAL POINT OF BEGINNING.

SAVE AND EXCEPT the North 500 feet and the South 411.44 feet of the preceding description.

Subject to a 15 foot wide public utility easement along the west boundary of said property.

Also subject to a 20 foot wide non-exclusive ingress / egress easement along the east boundary of said property.

DEED OF TRUST

Original to Long Term Escrow
THIS DEED OF TRUST, Made this 17th day of February, 2011,
BETWEEN, RANDY SCHWITTERS AND MELISSA SCHWITTERS, HUSBAND AND WIFE

herein called GRANTORS,

whose address is: 5393 Waterdog Way Mountain Home, ID 83647

GUARANTY TITLE INC.,

herein called TRUSTEE, and

JOHN H WILSON, A SINGLE MAN

herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the County of Elmore, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than eighty acres:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Two Hundred Ninety Five Thousand and 00/100 Dollars (295,000.00) final payment due February 28, 2013 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor Agrees:

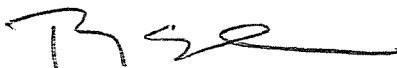
1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust, in addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligations to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

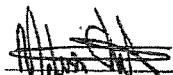
1. Any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as 'the person or persons legally entitled thereto'.
5. As addition security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.
Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale. Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledged thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive

evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

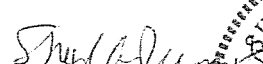
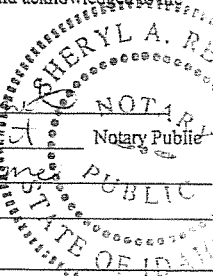
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.



Randy Schwitters



Melissa Schwitters

STATE OF IDAHO, COUNTY OF <u>Elmore</u>	
On this <u>12th</u> day of <u>February</u> , 20 <u>11</u>	
before me, a notary public, in and for said State, personally appeared RANDY SCHWITTERS AND MELISSA SCHWITTERS, HUSBAND AND WIFE	
Known or identified to me to be the persons whose names subscribed to the within instrument, and acknowledged to me they executed the same.	
Signature: <u></u>	
Name: <u>Sheryl A. Reardon</u>	
Residing at: <u>Mountain Home</u>	
Comm. Expires: <u>12-27-11</u>	

Notary Public

REQUEST FOR RECONVEYANCE
(THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES
MUST BE PRESENTED WITH THIS REQUEST)

, Idaho, _____ day of _____, 20____

To: Trustee

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to: _____

The undersigned hereby certifies that the owner of the debt mentioned in said deed of trust and that the same has never been assigned and transferred.

Address _____

Telephone No. _____

evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Notary Public