

RECEIVED

SEP 26 2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DEPT. 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?
37-21522	Yes ☐	37-21510	Yes ☐		Yes ☐
37-21533	Yes ☐		Yes ☐		Yes ☐
37-21544	Yes ☐		Yes ☐		Yes ☐
37-21555	Yes ☐		Yes ☐		Yes ☐
37-21566	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Andrew Pitt (Now held in the name of First Bank of Idaho) 8/23/2011

Name of current water right holder/claimant

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

SACI Newsum
Name of each new owner as listed on the conveyance document

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

170 S Main St 1600

Mail address 3K UT 84101

City 801 673 8510 State UT

Telephone 801 673 8510 Email JNewsum@comcast.com

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. 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):
 - o \$25 per undivided water right.
 - o \$100 per split water right.
 - o No fee is required for pending adjudication claims.

7. Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only

Received by _____

Date 9/26/11

Receipt No. 5032149

Receipt Amt. 150⁰⁰

Approved by _____

Processed by _____

Date _____

Form 42-240/42-240B(6) Rev. 07/10

INITIAL HERE

SPECIAL WARRANTY DEED

September 9, 2011 (Wyoming)

Date: ~~August 2011~~

Grantor: FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for First Bank of Idaho

Grantor's Mailing Address:

1601 Bryan Street
Dallas, Dallas County, TX 75201

Grantee: Joel Hewson

Grantee's Mailing Address: 170 S Main So. 1600
Salt lake City, UT 84101

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property Description (including any improvements):

See Exhibit A attached hereto and incorporated herein by reference.

Whereas, the subject Property hereinabove described was acquired by Grantor by that certain _____ executed on _____, and recorded on _____ in Volume _____ at Page _____ of the Official Public Records of Real Property for _____, State of _____.

Grantor, for the consideration stated and subject to any reservations from and exceptions to conveyance and warranty stated herein, grants, sells and conveys to Grantee the Property, any and all improvements located thereon and affixed thereto, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold the Property unto Grantee, Grantee's successors and assigns forever, subject to (a) the Permitted Encumbrances, as hereinafter defined, and (b) the exceptions, limitations and conditions herein set forth. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to any reservations from and exceptions to conveyance and warranty herein, when and only when the claim is by, through, or under Grantor but not otherwise.

I hereby certify this to be a true
and exact copy of the original.
FIRST AMERICAN TITLE CO.

By: _____

Except for the limited covenant of warranty stated immediately above, the Property is conveyed: (a) without covenant, representation, or warranty of any kind or nature, express or implied, and (b) subject to the following matters (such matters hereinafter referred to individually and collectively as "Permitted Encumbrances"): (1) easements, rights of way, and prescriptive rights, whether of record or not; licenses and leases, whether written or oral, recorded or unrecorded; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances; liens, conveyances, and other instruments affecting the Property that have not been created, or do not arise, by, through, or under Grantor; rights of co-owners and co-tenants; rights of adjoining owners in any walls and fences situated on a common boundary; discrepancies, conflicts, and shortages in area or boundary lines; any encroachments or protrusions, or overlapping of improvements; any condition, right, claim, or other matter which would be revealed by a current survey of the Property or which could be discovered by an inspection of the Property; all rights, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any County Water Improvement District, Municipal Utility District, or similar governmental or quasi-governmental agency; taxes and assessments of whatever kind, type, or nature, assessed, levied, due, or payable for the year or period during which this conveyance takes place and for any subsequent year or period, the payment of which Grantee assumes; taxes, penalties, and assessments for the year in which this conveyance takes place and prior years due to change in land usage, ownership, or omission and/or mistake of assessment, the payment of which Grantee assumes; (2) existing building and zoning ordinances, land use laws and regulations, and environmental regulations; and (3) rights of parties in possession.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION, as
Receiver for First Bank of Idaho

By: Jeffrey M.K. Tong
Printed Name: Jeffrey M.K. Tong
Its: Attorney In Fact

ACCEPTED AND AGREED TO AND DELIVERY ACKNOWLEDGED ON THIS THE 9th DAY OF September, 2011.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

~~1 _____~~
~~2 _____~~
~~3 _____~~
~~4 _____~~
~~5 _____~~
~~6 _____~~

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 9th day of September 20 11
Date Month Year
 by

(1) Jeffrey M. K. Tong
Name of Signer

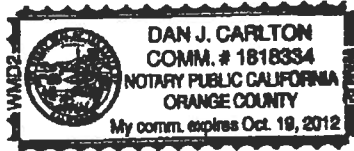
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Affidavit as to Debts & Liens & Parties

Title or Type of Document: in possession (Entity Owner)

Document Date: 9/9/11 Number of Pages: 2

Property: 30 Cheryl Circle, Bellerue, ID 83313
 Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1 Top of thumb here	RIGHT THUMBPRINT OF SIGNER #2 Top of thumb here

Further affiant saith not.

EXECUTED to be effective as of September 9, 2011 at 2011

1007 Washington, LLC
1601 Bryan Street, Energy Plaza, Dallas, TX 75201

By: [Signature]

Name: Jeffrey M. K. Tong

Title: Attorney in Fact

STATE OF _____ §

COUNTY OF _____ §

JURAT

SUBSCRIBED AND SWORN TO before me by _____, who is the
for 1007 Washington, LLC on June _____, 2011.

See Attached Jurat

Notary Public, State of _____

Notary's printed name: _____

My commission expires: _____

GRANTOR'S ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this the ____ day of _____, 2010 by _____, Attorney In Fact, on behalf of the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for First Bank of Idaho acting in the capacity therein stated.

My Commission Expires: _____

See Attached Acknowledgment
Notary Public

Notary's Name Printed or Typed

GRANTEE'S ACKNOWLEDGEMENTS

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2010, by
(name) _____ of _____
(title) _____
on behalf of said entity.

My Commission Expires: _____

Notary Public

Notary's Name Printed or Typed

GRANTEE:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Legal Description

**Lot 3 of LOOKOUT CIRCLE SUBDIVISION, according to the official plat thereof, recorded as
Instrument No. 424029, records of Blaine County, Idaho**

Property commonly known as: 30 Cheval Circle, Blaine County, ID 83313

9/20/2011
88587

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SEP 20 2011

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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37-21533	Yes ☐		Yes ☐		Yes ☐
37-21544	Yes ☐		Yes ☐		Yes ☐
37-21555	Yes ☐		Yes ☐		Yes ☐
37-21556	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Andrew Pitt (Now held in the name of First Bank of Idaho) 8/23/2011

Name of current water right holder/claimant

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

Name of each new owner as listed on the conveyance document

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

170 S MAIN ST 1600

Mailing address 3K UT 84101

City 801 673 8510 State ZIP JNewson@comcast.com

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.
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 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

7. Signature: [Signature] Title, if applicable Date

Signature: [Signature] Title, if applicable Date

For IDWR Office Use Only:

Received by Date Receipt No. Receipt Amt.
Approved by Processed by Date

Form 42-248/42-348(5) Rev. 07/10

INITIAL HERE



First American

First American Title and Escrow Company
9465 W Emerald St, Ste 260

Boise, ID 83704
Phn - (208)375-0700
Fax - (866)395-5704

Idaho Department of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301

September 15, 2011
File No.: 1414437B (SP)

Attn:

Re:

Property: **30 Cheval Circle, Bellevue, ID 83313**
Seller: **Federal Deposit Insurance Corporation as**
Borrower: **Joel Hewson**

The closing of the above referenced transaction is now complete. For your records we enclose the following:

- Check for **\$150.00**

If checks are included in this package, please negotiate as soon as possible. Should you have any questions or need further assistance, please contact the undersigned.

First American Title and Escrow Company

Erin Holmes, Assistant for
Susan Packwood, Escrow Officer



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

September 26, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

JOEL HEWSON
170 S MAIN ST SO 1600
SALT LAKE CITY UT 84101

RE: Change of Ownership for Water Right Nos. 37-21510, 37-21522, 37-21533, 37-21544,
37-21555, 37-21566

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Carrie Hahn
Clerk

Enclosures

Cc. First American Title and Escrow Company