

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 26 2011

Department of Water Resources
Eastern 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?
3110090 OK	Yes ☒		Yes ☐		Yes ☐
3110025 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐	SUPPORT DATA	Yes ☐

2. Previous Owner's Name:

Ririe
Name of current water right holder/claimant

IN FILE # 31-10025

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

Luanne Abegglen
Name of each new owner as listed on the conveyance document

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

475 N 1700 E

Mailing address

St. Anthony

City

ID

State

83445

ZIP

208-705-3022

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: Nov 19, 2010

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: Luanne Abegglen
Signature of new owner/claimant

Title, if applicable

1/26/11
Date

Signature: _____
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by JPS

Date 1/26/2011

Receipt No. E036379

Receipt Amt. \$125.-

Approved by _____

Processed by _____

Date _____

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Microfile No. 54008
24 DAY NOV 2010
At 01 O'Clock 11 M
Clark Co. Recorder Lisa Black
Fee \$13.00
MSerrano Deputy
Recorded at Request of
FIRST AMERICAN TITLE - RI

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **358863-RI (ss)**

Date: **November 09, 2010**

For Value Received, **MarDean, LLC, an Idaho limited liability company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Luanne Abegglen, a married woman as her sole and separate property**, hereinafter called the Grantee, whose current address is **475 North 1700 East, St. Anthony, ID 83445**, the following described premises, situated in **Clark County, Idaho**, to-wit:

LA

TOWNSHIP 12 NORTH, RANGE 39 E.B.M, CLARK COUNTY, IDAHO
SECTION 8: W $\frac{1}{2}$ SW $\frac{1}{4}$

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.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Recorded Electronically	
ID	54008
County	Clark
Date	11-24-10 Time 1:11
Simplifile.com 800.460.5657	

Space Above This Line for Recorder's Use Only

WARRANTY DEED

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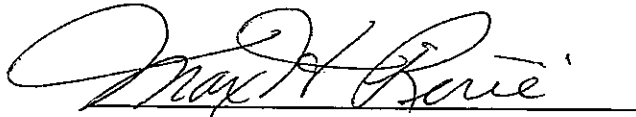
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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: 11/09/2010

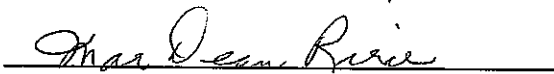
Warranty Deed
- continued

File No.: 358863-RI (ss)

MarDean, LLC, an Idaho limited liability
company



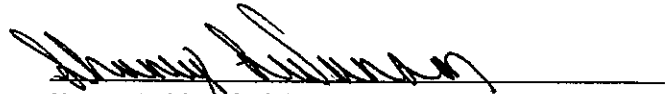
By: Max H. Ririe, Member and President



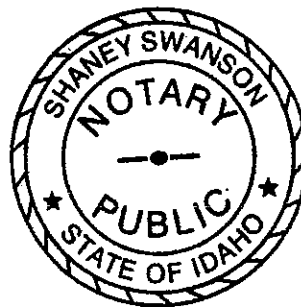
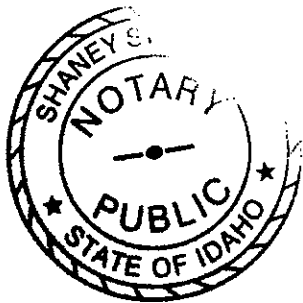
By: MarDean Ririe, Member and
Secretary

STATE OF Idaho)
COUNTY OF Bonneville) ss.
Clark

On this **Nineteenth day of November, 2010**, before me, a Notary Public in and for said State, personally appeared **Max H. Ririe and MarDean Ririe**, known or identified to me to be the person whose name is subscribed to the within Instrument as the Presedent/Member and Secretary/Member of the **MarDean, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.



Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-3-15



AFTER RECORDING MAIL TO:

Luanne Abegglen
475 North 1700 East
St. Anthony, ID 83445

Microfile No. 54015
24 DAY NOV 2010
At 04 O'Clock 24 M
Clark Co. Recorder Lisa Black
Fee \$13.00
MSerrano Deputy
Recorded at Request of
FIRST AMERICAN TITLE - RI

QUITCLAIM DEED

File No.: **358863-RI (ss)**

Date: **November 19, 2010**

For Value Received, **Dennis Abegglen, spouse of Luanne Abegglen**, do(es) hereby convey, release, remise, and forever quit claim unto **Luanne Abegglen, a married woman dealing with her sole and separate property**, whose address is 475 N 1700 E St. Anthony Id., herein after called the Grantee, the following described premises situated in **Clark County, Idaho**, to-wit:

**TOWNSHIP 12 NORTH, RANGE 39 E.B.M, CLARK COUNTY, IDAHO
SECTION 8: W $\frac{1}{2}$ SW $\frac{1}{4}$**

together with its appurtenances.

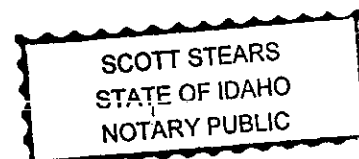
Dated: 11/24/10

Dennis Abegglen
Dennis Abegglen

STATE OF Idaho)
SS.

COUNTY OF Madison)
24th SS

On this ~~nineteenth~~ 24th day of November, 2010, before me, a Notary Public in and for said State, personally appeared **Dennis Abegglen**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.



Microfile No. 54009
24 DAY NOV 2010
At 01 O'Clock 13 M
Clark Co. Recorder Lisa Black
Fee \$25.00
MSerrano Deputy
Recorded at Request of
FIRST AMERICAN TITLE - RI

FIRST AMERICAN TITLE

Order No.: **358863-RI**

REAL ESTATE MORTGAGE

THIS MORTGAGE, Made by **Luanne Abeggien** as MORTGAGOR, whose current address is: 475 North 1700 East, St. Anthony, ID 83445 and **MarDean, LLC** MORTGAGEE

WITNESSETH, That the said MORTGAGOR, for good and valuable consideration, the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns forever, the following real estate situated in Clark County, State of Idaho, to-wit:

**TOWNSHIP 12 NORTH, RANGE 39 E.B.M, CLARK COUNTY, IDAHO
SECTION 8: W $\frac{1}{2}$ SW $\frac{1}{4}$**



TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption, together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS, \$175,000.00**, lawful money of the United States of America, evidenced by a promissory note executed and delivered by MORTGAGOR herein, dated 11/19/2010, with final payment due **November 19, 2015**.

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE under or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

To Protect the Security of the Mortgage, Mortgagor Covenants and Agrees:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions, improvements and alternations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;
3. To complete or restore promptly and in a good and workmanlike manner any building or other improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor;
4. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property;
5. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property;

ALLIANCE TITLE ASSURANCE CORP. WARRANTY DEED

Order No.: 3060718389KB

FOR VALUE RECEIVED

Rosanne Julie Vadnais Schwarz, a married person as sole and separate property
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Mardean, LLC, an Idaho Limited Liability Company

whose current address is: 3908 CLEARFIELD
IDAHO FALLS, ID 83406

the grantee(s), the following described premises, in Clark County, Idaho, TO WIT:

The West Half of the Southwest Quarter, Section 8, Township 12 North, Range 39 East, Boise
Meridian, Clark County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in
fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions,
covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 7/17/2007

Rosanne Julie Vadnais Schwarz
Rosanne Julie Vadnais Schwarz

State of Idaho

County of Lemhi } ss.

On this 17th day of July in the year 2007 before me, a Notary Public in and for said state,
personally appeared Rosanne Julie Vadnais Schwarz known or identified to
me to be the person whose name is subscribed to the within instrument and acknowledged to me that She
executed the same.

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

Laurie M. Santee
Notary Public for the State of Idaho

Residing at: See Men

Commission Expires: 6-19-2013

Microfilm No.

051938

22 Day July 2007
At 10:41 O'Clock A M

LISA BLACK

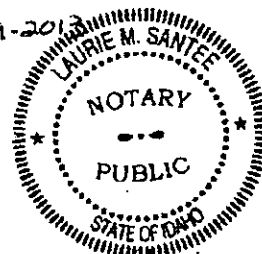
Clark Co. Recorder

Fee \$ 3.00

[Signature] Deputy

Recorded at Request of

[Signature]



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Microfile No. 54008
24 DAY NOV 2010
At 01 O'Clock 11 M
Clark Co. Recorder Lisa Black
Fee \$13.00
MSerrano Deputy
Recorded at Request of
FIRST AMERICAN TITLE - RI

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **358863-RI (ss)**

Date: **November 09, 2010**

For Value Received, **MarDean, LLC, an Idaho limited liability company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Luanne Abegglen, a married woman as her sole and separate property**, hereinafter called the Grantee, whose current address is **475 North 1700 East, St. Anthony, ID 83445**, the following described premises, situated in **Clark County, Idaho**, to-wit:

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SECTION 8: W $\frac{1}{2}$ SW $\frac{1}{4}$**

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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: 11/09/2010

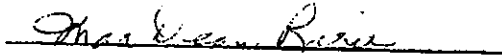
Warranty Deed
- continued

File No.: 358863-R1 (ad)

MarDean, LLC, an Idaho limited liability
company



By: Max H. Ririe, Member and President



By: MarDean Ririe, Member and
Secretary

STATE OF Idaho)
COUNTY OF Bonneville) ss.
Clark

On this **Nineteenth** day of **November, 2010**, before me, a Notary Public in and for said State, personally appeared **Max H. Ririe and MarDean Ririe**, known or identified to me to be the person whose name is subscribed to the within Instrument as the **President/Member and Secretary/Member** of the **MarDean, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within Instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.



Notary Public of Idaho
Residing-at: Idaho Falls, ID
Commission Expires: 1-3-15

