

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 19 2010

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?
27-10994	Yes ☒	Split into 27-12217 & 27-12218	Yes ☒		
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Florian & Opal Wernette
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jim & Charlotte Wasia
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
530 East 400 North
Mailing address
Blackfoot Idaho 83221
City State ZIP
208-785-1957 Wfamily06@aol.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.
☒ 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: 9th day of August 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. 'Recorded' Warranty Deed.
- 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: Jim Wasia Title, if applicable: _____ Date: 8-18-2010
Signature: Charlotte Wasia Title, if applicable: _____ Date: 8/18/10
Signature of new owner/claimant

For IDWR Office Use Only:

Received by JR Date 8/19/2010 Receipt No. E036055 Receipt Amt. \$100.-
Approved by _____ Processed by _____ Date _____

31427
WARRANTY DEED

411125

For Value Received JOSEPH EUGENE MCKENZIE and ELLEN L. KEMPER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
JAMES M. WASIA and CHARLOTTE WASIA, husband and wife
whose address is: 530 E. 400 N., BLACKFOOT, ID, 83221

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

A part of Section 12, Township 2 South, Range 36 E.B.M., Bingham County,
Idaho, described as:
Beginning at a point that is E. 1179.24 feet along the Section line from
the SW corner of said Section 12 and running thence N. 43°45'32" E. 811.43
feet; thence S. 40°47'10" E. 744.03 feet to the S. line of said Section 12;
thence W. 1066.84 feet along the Section line to the point of beginning.
EXCEPTING THEREFROM the County road right-of-way along the South side.

TOGETHER WITH all and singular the tenements, hereditaments, and
appurtenances thereunto belonging or in anywise appertaining,
including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said premises, with their 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.

Dated: OCTOBER 28, 1992

Joseph Eugene McKenzie
JOSEPH EUGENE MCKENZIE

Ellen L. Kemper
ELLEN L. KEMPER

STATE OF Washington)
COUNTY OF Spokane) : ss.

On this 28th day of OCTOBER, 1992, before me the undersigned, a Notary Public in and for the said county and state,
personally appeared JOSEPH EUGENE MCKENZIE AND ELLEN L. KEMPER, known or proved to me to be the persons who
executed the foregoing instrument, and acknowledged to me that they executed the same.

Judith Ann O'Leary
Notary Public, State of Idaho
Residing at: Spokane
My Commission Expires: 3/1/96

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 3.00 PER 1/2

92 OCT 30 PM 4:59

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

411125

5

WATER RIGHT BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered into this 9th day of August, 2010, by and between Florian Wernette and Opal Wernette, husband and wife, by and through their attorney in fact, Richard Wernette, hereinafter referred to as Seller, and Jim Wasia and Charlotte Wasia, husband and wife, hereinafter referred to as Purchaser. RW

WITNESSETH:

That the said Seller, in consideration of the covenants and agreements on the part of the said Purchaser, hereinafter contained, agrees to sell and convey unto the said Purchaser, and the Purchaser agrees to buy certain water rights particularly described as follows, to-wit:

2. WATER RIGHT DESCRIPTION:

A portion of water right No. 27-10994 (from Blackfoot River Irrigation Water District 27) appurtenant to property previously and now owned by the Wernettes in Sections 11 and 12, Township 2 S, Range 36 E.B.M., to six acres previously owned by Wernettes and now owned by Wasias in the SW¼ SW¼ of Section 12 Township 2 S, Range 36 E.B.M., which is particularly described as follows:

Beginning at a point that is E 1179.24 feet along the Section Line from the SW corner of said Section 12 and running thence N 43°45'32" E 811.43 feet; thence S 40°47'10" E 744.03 feet to the point of beginning. EXCEPTING THEREFROM the County Road Right-of-Way along the South side.

3. PURCHASE PRICE:

Purchaser agrees to purchase said water right for the sum of Six Thousand (\$6000) Dollars, in lawful money of the United States; and the Purchaser, in consideration of the premises, agrees to pay to the Seller the said sum of Six Thousand (\$6000) for the water right to be transferred.

4. ATTORNEYS FEES IN EVENT OF BREACH OR DEFAULT:

It is further agreed that in the event of suit between the parties for breach of this agreement or enforcement thereof the successful party to any such action shall be entitled to recover reasonable attorney's fees with other costs of court from the other party.

5. BINDING EFFECT:

It is further agreed that the provisions of this agreement shall apply to and bind the heirs, executors, administrators and assigns of the respective parties.

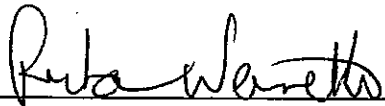
6. PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and deed were prepared by the attorney for the Purchaser, and the Seller acknowledges that he has the right to have the documents reviewed by an attorney of his choosing, should he elect to do so.

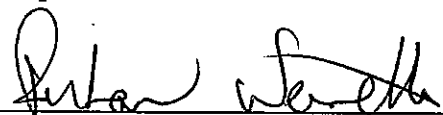
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

SELLER

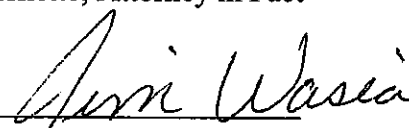
Florian Wernette

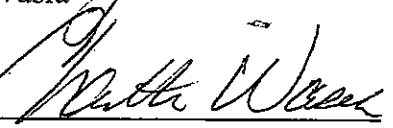
By: 
Richard Wernette, Attorney in Fact

Opal Wernette

By: 
Richard Wernette, Attorney in Fact

PURCHASER


Jim Wasia


Charlotte Wasia