

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JAN 05 2018
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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
35-13970 OK	Yes ☒	Yes ☒ <i>update POU</i>		Yes ☐	Yes ☐
35-13972 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-13973 7	Yes ☒	Yes ☐		Yes ☐	Yes ☐
NOT APPURTENANT	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Pratt and Elliott
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Leslie Alan Pratt Rita Pratt
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 3034 West 2100 South Aberdeen ID 83210
Mailing address City State ZIP
- 208-709-1652 relpratt@hotmail.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: 9-9-2009
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. 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.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Leslie Alan Pratt 1-5-2018
Signature of new owner/claimant Title, if applicable Date
- Signature: Rita Pratt 1-5-2018
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 1/5/2018 Receipt No. E043645 Receipt Amt. \$200.-
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by JB Processed by JB Date 1/27/2018

SUPPORT DATA
IN FILE # 35-13970

511150

FIRST AMERICAN TITLE COMPANY

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 6.00 DEPOSIT

2002 APR -1 PM 3:50

QUITCLAIM DEED RECORDED AT THE REQUEST OF

For Value Received **L. Alan Pratt, who took title as L. Allan Pratt and Rita Pratt, husband and wife**

do hereby convey, release, remise and forever quit claim unto

L. Alan Pratt and Rita Pratt, husband and wife

whose address is: **3034 West 1300 South, Aberdeen, ID 83210**

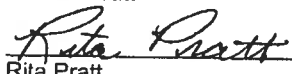
Hereinafter called the Grantee, the following described premises situated in **Bingham County, Idaho**, to-wit:

A portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 5 South, Range 30 E.B.M., Bingham County, Idaho, described as: Beginning at a point on the S. line of said Section 1, from which the SE corner of said Section bears N. 89°53'10" E. 1343.67 feet; thence N. 00°13'09" W. 709.34 feet; thence S. 89°53'10" W. 585.6 feet; thence S. 00°06'50" E. 709.34 feet to the S. line of said Section 1; thence N. 89°53'10" E. along the S. line 586.47 feet to the point of beginning.

together with their appurtenances.

Dated: March 29, 2002


L. Alan Pratt


Rita Pratt

STATE OF Idaho)
COUNTY OF Bingham)ss.

On this 29th day of March, in the year of 2002 before me Michelle Kofoed, personally appeared L. Alan Pratt ~~and Rita Pratt~~, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.)

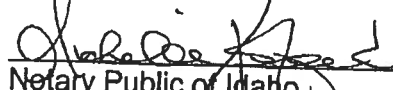

Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 04/14/06

STATE OF IDAHO

COUNTY OF BINGHAM

)
)ss.
)

On this 1ST day of APRIL, in the year of 2002, before me Michelle Kofoed, personally appeared Rita Pratt, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.



Notary Public of Idaho

Residing at: Blackfoot, Idaho

Commission Expires: 4-14-2006

511190

0420123432e

Return To: Wells Fargo Bank, N.A.
FINAL DOCUMENTS T7408-01F
4101 Wiseman Blvd Bldg 108
San Antonio, TX 78251-4200

Prepared By: ROBYN A MURFIN
3900 E MEXICO AVE
DENVER, CO 80210-0000

446576

Instrument # 647252

BINGHAM COUNTY, IDAHO
2013-03-13 11:20:23 AM No. of Pages: 14
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$49.00
Ex-Officio Recorder Deputy CMiles
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "*Security Instrument*" means this document, which is dated March 8, 2013, together with all Riders to this document.

(B) "*Borrower*" is L. Alan Pratt and Rita Pratt, husband and wife. Borrower is the trustor under this Security Instrument.

(C) "*Lender*" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

(D) "*Trustee*" is Pioneer Title Company.

(E) "*Note*" means the promissory note signed by Borrower and dated March 8, 2013. The Note states that Borrower owes Lender two hundred twenty thousand seven hundred and 00/100 Dollars (U.S. \$220,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2028.

(F) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

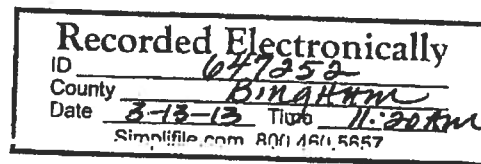
- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |



Return To: Wells Fargo Bank, N.A.
FINAL DOCUMENTS T7408-01F
4101 Wiseman Blvd Bldg 108
San Antonio, TX 78251-4200

Prepared By: ROBYN A MURFIN
3900 E MEXICO AVE
DENVER, CO 80210-0000

446576



Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

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- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |



(I) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "*Escrow Items*" means those items that are described in Section 3.

(M) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "*RESPA*" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Bingham [Name of Recording Jurisdiction] **legal description attached hereto and made a part thereof**

Parcel ID Number: RP0003003 which currently has the address of 3034 W 1300 S [Street] Aberdeen [City], Idaho 83210 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:



Date: March 08, 2013

File No.: 446576-B (Id)

EXHIBIT 'A'

LEGAL DESCRIPTION:

A portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 5 South, Range 30 E.B.M., Bingham County, Idaho, described as: Beginning at a point on the S. line of said Section 1, from which the SE corner of said Section bears N. 89°53'10" E. 1343.67 feet; thence N. 00°13'09" W. 709.34 feet; thence S. 89°53'10" W. 585.6 feet; thence S. 00°06'50" E. 709.34 feet to the S. line of said Section 1; thence N. 89°53'10" E. along the S. line 586.47 feet to the point of beginning.

Initials: L. A. P. KJ

Pratt & Elliott
PO Box 653
Aberdeen, ID 83210

To Whom It May Concern:

The **Water Right Number 35-13970**, is pertinent to the property, 3034 West 1300 South, Aberdeen, Bingham County, Idaho, belonging to Leslie Alan Pratt and Rita Pratt.

Legal Description:

A portion of the SW1/4SE1/4 of Section 1, Township 5 South, Range 30 E.B.M., Bingham County, Idaho, described as: Beginning at a point on the S. line of said Section 1, from which the SE corner of said Section bears N. 89° 53' 10" E. 1343.67 feet; thence N. 00° 13' 09" W. 709.34 feet; thence S. 89° 53' 10" W. 585.6 feet; thence S. 00° 06' 50" E. 709.34 feet to the S. line of said Section 1; thence N. 89° 53' 10" E. along the S. line 586.47 feet to the point of beginning.

Leslie ALAN Pratt (Print)

Leslie Alan Pratt (Signature)
Leslie Alan Pratt, Partner

209395

8773 16196

FURNISHED BY THE BINGHAM TITLE & TRUST CO.

WARRANTY DEED

For Value Received CLIFFORD WRIDE and GLOY C. WRIDE, husband and wife,

the grantors, do hereby grant, bargain, sell, and convey unto

PRATT FARMS, INC., an Idaho Corporation

the grantee, the following described premises, to-wit:

Township 5 South, Range 30 E. B. M., Bingham County, Idaho

Section 1: SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, Lots 1, 2, 3 and 4

Section 12: NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

Together with all water rights, licenses and well permits appurtenant thereto and all pumping and irrigation equipment used in connection therewith.

Subject to reservation in United States Patent, existing and recorded rights-of-way and easements, zoning and building ordinances and taxes and assessments for 1976 as pro-rated between the parties.

NO. _____
BINGHAM TITLE & TRUST CO.
STATE OF IDAHO

76 MAR 1 AM 9 56
209395

OFFICIAL RECORDS BY NO. 18
FEE \$ 00 DEPOSIT \$ 00
RECORDED AT 2:00 PM OF

BINGHAM TITLE & TRUST CO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 26, 1976

Clifford Wride
Gloy C. Wride

STATE OF IDAHO, COUNTY OF BINGHAM
On this 27 day of Feb., 19 76,
before me, a notary public in and for said State, personally
appeared Clifford Wride and Gloy C. Wride,
husband and wife,

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Henry B. Doolen
Notary Public
Residing at Blackfoot, Idaho
Comm. Expires 1980

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Volume _____
of the Official Records.

Ex-Officio Recorder

By _____ Deputy.
Fees \$ _____
Mail to: _____

INSTRUMENT NO.

390878

WARRANTY DEED

THIS INDENTURE, made this 12 day of April, in the year of our Lord, One Thousand Nine Hundred and Ninety, between Alan Pratt, President of Pratt Farms, Inc., an Idaho Corporation, of Aberdeen, County of Bingham, State of Idaho, the party of the first part, and Larry Elliott and Eleanor Elliott, Husband and Wife, and Alan Pratt and Rita Pratt, Husband and Wife, City of Aberdeen, County of Bingham, State of Idaho, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, lawful money of the United States of America, to him in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell, Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All that certain lot, piece, or parcel of land situated, lying and being in the County of Bingham, State of Idaho, bounded and more particularly described as follows, to-wit:

Township 5 South, Range 30 East Boise Meridian, Section 1, Lots 3 and 4; The S1/2 of the NW1/4; and the SW1/4.

Also, Township 4 South, Range 30 East Boise Meridian, Section 36: West 1/2.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, and to their heirs and assigns forever. The said party of the

390878
6-20-90

390878

1990 JUN 20 PM 2:10
Larry Elliott
RECORDED AT THE REQUEST OF

first part, and his heirs and assigns, warrant the said premises in quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said party of the first part and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

PRATT FARMS, INC.:

By:

Alan Pratt
ALAN PRATT, President

STATE OF IDAHO)
COUNTY OF Bannock) :ss

On this 12 day of April, 1990, before me, a Notary Public in and for the State of Idaho, personally appeared Alan Pratt, President of Pratt Farms, Inc., an Idaho Corporation, known to me to be the President of said Corporation, whose name is subscribed to the within instrument and acknowledged to me that he executed the same, for and on behalf of said Corporation.

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



Monte Whittier
NOTARY PUBLIC for Idaho
Residing at Prattville

mail Tax Notice to

Larry Elliott
2988 W. 1400 S.
Alverson, Ed.
83010

FEE 6.00 DEP 00

98 DEC -8. AM 11:04

472087

CORPORATE
QUITCLAIM DEED

RECORDED AT THE REQUEST OF

Henry Boomer

PO Box 70

American Falls ID 83211

PRATT FARMS, INC., an Idaho Corporation duly organized and existing under the laws of the State of Idaho, GRANTOR, for a good and valuable consideration the receipt whereof does hereby acknowledged does REMISE, RELEASE and forever QUITCLAIM, unto L. ALLAN PRATT and RITA PRATT, Husband and Wife, whose current address is: 1356 S. 3000 W., Aberdeen, Idaho 83210, as GRANTEE, and to Grantee's heirs and assigns, forever, all the following described real property, situated in Aberdeen, County of Bingham, State of Idaho, to-wit:

TOWNSHIP 5 SOUTH, RANGE 30 EAST, BOISE MERIDIAN,
Section 1: A tract of land in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1,
beginning at a point on the south line of said Section
1 from which the SE corner of said Section bears North
89°53'10" East, 1343.67 feet;

Thence North 00°13'09" West, 709.34 feet;

Thence South 89°53'10" West 585.6 feet;

Thence South 00°06'50" East, 709.34 feet, to the South
line of said Section 1;

Thence North 89°53'10" East along the South line 586.47
feet to the POINT OF BEGINNING.

ALSO EXCEPTING AND RESERVING: to the United States all the
oil and gas, and to it or person authorized by it, the
right to prospect for, mine and remove such deposits
from the same upon compliance with the conditions and
subject to the provisions and limitations of the Act of
July 17, 1914 (38 Stat. 509) as to E $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER, with all tenements, hereditaments and
appurtenances thereunto belonging.

In construing this deed, and where the context so requires,
the singular includes the plural and the masculine, the feminine
and the neuter.

IN WITNESS WHEREOF, the said GRANTOR, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 4th day of December, 1998.

PRATT FARMS, INC.

L. Allan Pratt
L. ALLAN PRATT, President

ATTEST:

Larry Elliott
LARRY ELLIOTT, Secretary

STATE OF IDAHO

County of Power

) ss.

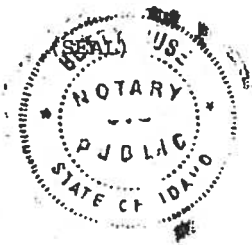
On this 4th day of December, 1998, before me the undersigned, a Notary Public for Idaho, personally appeared L. ALLAN PRATT and LARRY ELLIOTT, who, being by me first sworn, declared that he is the President and Secretary respectively, of PRATT FARMS, INC., an Idaho Corporation, that he signed the foregoing document as President and Secretary respectively, of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

Betty Nurse
Notary Public for Idaho

Residing at: American Falls

Commission Expires: 2-12-2004



472087

BRIGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEES 6.00 DEP DC

98 DEC -8 AM 11:04

472087

CORPORATE
QUITCLAIM DEED

RECORDED AT THE REQUEST OF

Henry Boomer

PO Box 70

American Falls ID 83211

PRATT FARMS, INC., an Idaho Corporation duly organized and existing under the laws of the State of Idaho, **GRANTOR**, for a good and valuable consideration the receipt whereof does hereby acknowledged does REMISE, RELEASE and forever QUITCLAIM, unto L. ALLAN PRATT and RITA PRATT, Husband and Wife, whose current address is: 1356 S. 3000 W., Aberdeen, Idaho 83210, as **GRANTEE**, and to Grantee's heirs and assigns, forever, all the following described real property, situated in Aberdeen, County of Bingham, State of Idaho, to-wit:

TOWNSHIP 5 SOUTH, RANGE 30 EAST, BOISE MERIDIAN,
Section 1: A tract of land in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1,
beginning at a point on the south line of said Section
1 from which the SE corner of said Section bears North
89°53'10" East, 1343.67 feet;

Thence North 00°13'09" West, 709.34 feet;

Thence South 89°53'10" West 585.6 feet;

Thence South 00°06'50" East, 709.34 feet, to the South
line of said Section 1;

Thence North 89°53'10" East along the South line 586.47
feet to the POINT OF BEGINNING.

ALSO EXCEPTING AND RESERVING: to the United States all the
oil and gas, and to it or person authorized by it, the
right to prospect for, mine and remove such deposits
from the same upon compliance with the conditions and
subject to the provisions and limitations of the Act of
July 17, 1914 (38 Stat. 509) as to E $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER, with all tenements, hereditaments and
appurtenances thereunto belonging.

In construing this deed, and where the context so requires,
the singular includes the plural and the masculine, the feminine
and the neuter.

IN WITNESS WHEREOF, the said GRANTOR, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 4th day of December, 1998.

PRATT FARMS, INC.

L. Allan Pratt
L. ALLAN PRATT, President

ATTEST:

Larry Elliott
LARRY ELLIOTT, Secretary

STATE OF IDAHO)
County of Power) ss.

On this 4th day of December, 1998, before me the undersigned, a Notary Public for Idaho, personally appeared L. ALLAN PRATT and LARRY ELLIOTT, who, being by me first sworn, declared that he is the President and Secretary respectively, of PRATT FARMS, INC., an Idaho Corporation, that he signed the foregoing document as President and Secretary respectively, of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

Betty Nurse
Notary Public for Idaho -
Residing at: American Falls
Commission Expires: 2-12-2004



472087

2002 APR -1 PM 3: 50

511190

QUITCLAIM DEED RECORDED AT THE REQUEST OF

For Value Received **L. Alan Pratt, who took title as L. Allan Pratt and Rita Pratt, husband and wife**

do hereby convey, release, remise and forever quit claim unto

L. Alan Pratt and Rita Pratt, husband and wife

whose address is: **3034 West 1300 South, Aberdeen, ID 83210**

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

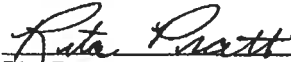
A portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 5 South, Range 30 E.B.M., Bingham County, Idaho, described as: Beginning at a point on the S. line of said Section 1, from which the SE corner of said Section bears N. 89°53'10" E. 1343.67 feet; thence N. 00°13'09" W. 709.34 feet; thence S. 89°53'10" W. 585.6 feet; thence S. 00°06'50" E. 709.34 feet to the S. line of said Section 1; thence N. 89°53'10" E. along the S. line 586.47 feet to the point of beginning.

together with their appurtenances.

Dated: March 29, 2002



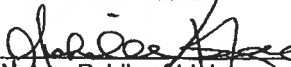
L. Alan Pratt



Rita Pratt

STATE OF Idaho)
)ss.
COUNTY OF Bingham)

On this 29th day of March, in the year of 2002 before me Michelle Kofoed, personally appeared L. Alan Pratt and Rita Pratt, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.)



Notary Public of Idaho

Residing at: Blackfoot, Idaho

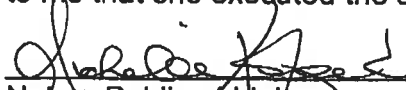
Commission Expires: 04/14/06

STATE OF IDAHO

)
)ss.
)

COUNTY OF BINGHAM

On this 1ST day of APRIL, in the year of 2002, before me Michelle Kofoed, personally appeared Rita Pratt, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.



Notary Public of Idaho

Residing at: Blackfoot, Idaho

Commission Expires: 4-14-2006

511190



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

January 26, 2018

C.L. "BUTCH" OTTER
Governor

Leslie Alan Pratt
Rita Pratt
3034 W 2100 S
Aberdeen ID 83210

GARY SPACKMAN
Director

RE: Change of Ownership for Water Right No(s). 35-13970 & 35-13972

Dear Water Right Holder(s):

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

Please note 35-13973 was also listed on your application. According to our review that water right is not appurtenant to your property. Also it appears water right 35-13970 will not require split. Because the department cannot complete one of the ownership changes will not require a split you are entitled to a refund. The department has initiated a refund in the amount of \$175.00 and it should arrive from the state office in a couple of weeks.

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 deliberately abandoned or 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,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 120
Aberdeen American Falls Ground Water District

Barg, Jonie

From: Barg, Jonie
Sent: Thursday, January 25, 2018 10:17 AM
To: Marston, Sascha
Subject: Refund Request
Attachments: E043645.pdf

Sascha,

Good morning!!

I have a refund request as follows:

Receipt number: E043645
Amount: \$175.00
Payable to: Alan Pratt
3034 W 2100 S
Aberdeen ID 83210

Reason: Total filing fee received \$225.00 for an ownership change, 2 separate receipts. During the review we found one water right was not appurtenant to the property and that 2 water right could be complete but no split was required. Therefore the applicant is entitled to a partial refund.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov