

RECEIVED

FEB 16 2016

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment 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?
35-2155A OK	Yes ☒	Yes ☐	35-2155B OK	Yes ☐	Yes ☐
35-2592 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
Split into	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-2155A +	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-14487	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dustin R. Wood and Kimberly J. Wood
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Evans Brothers Land, LLC, an Idaho limited liability company
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 326 N. Highway 91 Blackfoot ID 83221
Mailing address City State ZIP
- 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: _____
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):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o 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.

SUPPORT DATA

IN FILE # 35-2155A

8. Signature: [Signature] Title, if applicable _____ Date Feb 9 2016
 Signature of new owner/claimant

Signature: _____ Title, if applicable _____ Date \$72 -
 Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 2/16/2016 Receipt No. E042023
E048124

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing
 Name on W-9 _____ Approved by [Signature] Processed by [Signature] W-9 received? Yes ☐ No ☐
 Date 10/31/2016 Receipt Amt. \$150.-

RECORDING REQUESTED BY: Baker & Harris 266 W Bridge Blackfoot, ID 83221	Instrument # 665275 BINGHAM COUNTY, IDAHO 2015-03-05 03:53:39 PM No. of Pages: 3 Recorded for: FIRST AMERICAN TITLE - BLACKFO PAMELA W. ECKHARDT Fee: \$16.00 Ex-Officio Recorder Deputy JPulley Index To: WARRANTY DEED Electronically Recorded by Simplifile space above this line for Recording use only
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WARRANTY DEED

For Value Received, DUSTIN RONALD WOOD and KIMBERLY J. WOOD, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto EVANS BROTHERS LAND, LLC, an Idaho Limited Liability Company, the Grantee, of 326 N. Hwy 91, Blackfoot, ID 83221 the following-described premises, to-wit:

Township 2 South, Range 33 E.B.M., Bingham County, Idaho
 Section 31: ALL.

EXCEPT: South 33 feet thereof.

ALSO EXCEPTING:

Beginning at the SE corner of said Section 31, and running thence W. 2069 feet to the True Point of Beginning; thence W. 400 feet; thence N. 400 feet; thence E. 170 feet; thence in a southeasterly direction to a point that is N. 150 feet from the Point of Beginning; thence S. 150 feet to the True Point of Beginning.

ALSO EXCEPTING:

Commencing at a point 33 feet N. of the SE corner of the SE1/4 of Section 31, running thence W. 208 feet; thence N. 208 feet; thence E. 208 feet; thence S. 208 feet to the Point of Beginning.

ALSO EXCEPTING:

Part of the East1/2 Section 31, Township 2 South, Range 33 E.B.M., Bingham County, Idaho, described as:

Commencing at the southeast corner of Section 31; thence N 00°18'05" E 1316.42 feet along the section line to the point of beginning. Thence N 88°49'55" W 1330.04 feet; thence N 43°42'04" W 1310.75 feet; thence N 00°50'52" E 702.71 feet; thence N 84°15'02" E 91.77 feet to a point of non-tangent curve whose center bears N 39°56'33" E 1267.00 feet; thence southeasterly 781.27 feet

RECORDING REQUESTED BY:
Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Recorded Electronically	
ID	6632/3
County	Bingham
Date	3-5-15 3:53pm

space above this line for Recording use only

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Commencing at the southeast corner of Section 31; thence N 00°18'05" E 1316.42 feet along the section line to the point of beginning. Thence N 88°49'55" W 1330.04 feet; thence N 43°42'04" W 1310.75 feet; thence N 00°50'52" E 702.71 feet; thence N 84°15'02" E 91.77 feet to a point of non-tangent curve whose center bears N 39°56'33" E 1267.00 feet; thence southeasterly 781.27 feet

along a curve to the Left through a central angle of 35°19'49" with a radius of 1267.00 feet and a chord which bears S 67°43'22" E 768.95 feet to a point of non-tangency; thence S 56°09'18" E 134.79 feet to a point of non-tangent curve whose center bears S 00°52'10" W 1293.01 feet; thence northeasterly 1286.36 feet along a curve to the Right through a central angle of 57°00'04" with a radius of 1293.01 feet and a chord which bears S 60°37'47" E 1233.97 feet to a point of non-tangency; thence S 82°35'17" E 240.38 feet to a point on the East line of Section 31; thence S 00°18'05" W 683.77 feet along the section line to the point of beginning.

Parcel contains 52.88 Acres more or less and is subject to a county road right of way along the East side.

ALSO EXCEPTING:

Part of the Southeast 1/4, Section 31, Township 2 South, Range 33 E.B.M. Bingham County, Idaho, described as:

Commencing at the southeast corner of Section 31; thence N 00°18'05" E 33.00 feet along the section line to the southeast corner of deed instrument 618987; thence N 89°26'27" W 208.00 feet parallel with and 33 feet north of the south line of the southeast 1/4 to the southwest corner of said deed and the point of beginning. Thence N 89°26'27" W 208.00 feet continuing on said parallel line; thence N 00°18'05" E 175.00 feet parallel with the east line of the southeast 1/4; thence N 45°25'49" E 293.49 feet; thence S 89°26'27" E 208.00 feet parallel with said south line of the southeast 1/4 to a point on the east line of said southeast 1/4; thence S 00°18'05" W 175.00 feet along the section line to the northeast corner of deed instrument 618987; thence N 89°26'27" W 208.00 feet to the northwest corner of said deed; thence S 00°18'05" W 208.00 feet along said deed to the point of beginning.

Parcel contains 2.17 Acres more or less and is subject to a county road right of way along the east line of the southeast 1/4.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water rights.

Together with a 20 foot wide ingress and egress mainline easement described as being 10 feet each side of the following described centerline, as follows:

Commencing at the Southeast corner of Section 31; thence N 00°18'05" E. 1316.42 feet along the section line; thence N 88°49'55" W 1260.73 feet to the point of beginning of said centerline; thence N 00°16'07" E 1292.24 feet to the point of terminus of said centerline.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

This transfer is subject to the First Position Encumbrance of AXA Equitable Life Insurance Company.

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

DATED this 4th day of February, 2015. *March Key W*

Dustin Ronald Wood
Dustin Ronald Wood

Kimberly Jo Wood
Kimberly J. Wood

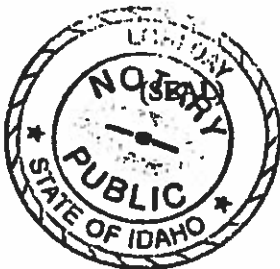
STATE OF IDAHO)

: ss.

County of Bingham

On this 4th day of February, 2015, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DUSTIN RONALD WOOD and KIMBERLY J. WOOD, husband and wife, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for Idaho
Residing at: *Blackfoot, Idaho*
My Commission Expires: *11/27/2015*

Atomic City
31-2S-33E
534-241

Monument Rd
N 1700 W
N 1800 W
Webb Rd

W. Hoff Rd
on:Os
on:Os

scale: 9231

Maps Provided By:

surety[®]
CUSTOMIZED ONLINE MAPPING
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2/20/2015

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

