

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES\$100. -
RECEIVED

MAY 14 2015

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?
34-00932 OK	Yes ☐		Yes ☐		Yes ☐
34-00413C OK	Yes ☐		Yes ☐		Yes ☐
34-13851 OK	Yes ☐		Yes ☐		Yes ☐
34-10269 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: David Kecke
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Mascaro Land & Livestock LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 94 Ironwood Drive North Salt Lake UT 84054
Mailing address City State ZIP
- 801-381-0412 mascaroasphalt@g.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: May 1, 2015

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

SUPPORT DATA

IN FILE #

34-413C

8. Signature: Dan Mascaro member 5-12-15
Signature of new owner/claimant Title, if applicable Date
- Signature: Donna Mascaro member 5-12-15
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 5/14/2015 Receipt No. E030131 Receipt Amt. \$100. -
Approved by JB Processed by JB Date 5/29/2015

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 250258

CHALLIS, CUSTER, IDAHO
05-04-2015 09:06:30 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFOOT
Lura H. Baker Fee: \$13.00
Ex-Officio Recorder Deputy: CAC

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **535515-B (vb)**

Date: **March 12, 2015**

For Value Received, **David Taylor Keele and Nancy Ellen Keele, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Mascaro Land & Livestock, LLC, a Utah Limited Liability Company**, hereinafter called the Grantee, whose current address is **94 Ironwood Drive, North Salt Lake City, UT 84054**, the following described premises, situated in **Custer County, Idaho**, to-wit:

Township 4 North, Range 24 East, Boise Meridian, Custer County, Idaho:
Section 8: N $\frac{1}{2}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; and all that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, lying South of a straight line drawn beginning at a point on the West line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 20 feet South of the Northwest corner thereof, and running thence Southeasterly to a point on the East line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ 20 feet North of the Southeast corner thereof

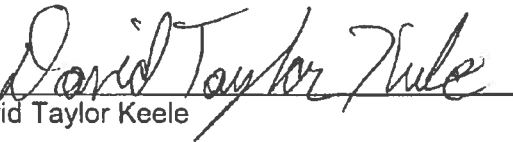
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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.

Date: 03/12/2015

Warranty Deed
- continued

File No.: 535515-B (vb)


David Taylor Keele

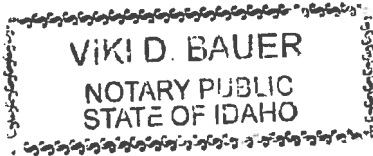

Nancy Ellen Keele

STATE OF Idaho)
SS.

COUNTY OF Bingham

On this 1 day of ^{May} ~~April~~, 2015, before me, a Notary Public in and for said State, personally appeared **David Taylor Keele and Nancy Ellen Keele**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/20





First American Title Company
168 West Pacific Street/PO Box 868, Blackfoot, ID 83221
(208)785-0320- Fax (208)785-6276

FAX TRANSMITTAL

DATE: **05/18/2015 07:21:25 AM**

FILE NO.: **535515-B**

TO: **Water Resources**
Attn: **JONIE**

FAX: **1(208)525-7177**

FROM: **Juanita Monson**

Special Instructions/Comments: **RE: Mascaro Land & Livestock
Water Rights: 34-932, 34-413C, 34-13851, 34-10269
Keele to Mascaro**

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt for disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address.

Thank You For Your Business! We Know You Have A Choice.

IMPORTANT NOTICE:

Should any of these papers require an **ORIGINAL SIGNATURE** and your fax machine produces the facsimile on thermal paper, please **PHOTOCOPY** then sign the photocopy.

We will "not" accept an Original Signature on THERMAL fax paper.

Thank you for your cooperation in this matter.

**IF TRANSMISSION OF ALL PAGES IS NOT COMPLETE OR IF AN ORIGINAL IS NEEDED,
PLEASE CONTACT THE SENDER.**

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Instrument # 250258
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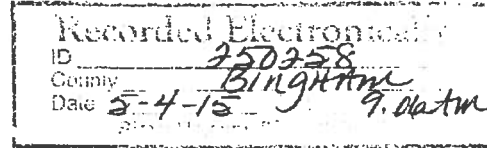
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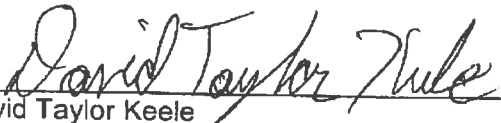
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David Taylor Keele


Nancy Ellen Keele

STATE OF Idaho)
COUNTY OF Bingham)
SS.

On this 1 day of ^{May} ~~April~~, 2015, before me, a Notary Public in and for said State, personally appeared **David Taylor Keele and Nancy Ellen Keele**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.


Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/20

