

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 30 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. 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?
34-14215 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14213 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14211 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
34-14171 OK	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bobby Nielson

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Chris & Tina Holt

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

4133 N US Hwy 93

Mackay

Id.

83255

Mailing address

City

State

ZIP

588-3111

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.

- X 5. Date you acquired the water rights and/or claims listed above: 2/24/15

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).

- X 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.

SUPPORT DATA

IN FILE # 34-14171

8. Signature: Chris Holt

Signature of new owner/claimant

Title, if applicable

Date 3/27/15

Signature: Tina Holt

Signature of new owner/claimant

Title, if applicable

Date 3/27/15

For IDWR Office Use Only:

Received by JB

Date 3/30/2015

Receipt No. E040832

Receipt Amt. \$100.-

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 5/13/2015

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 # 250021**CHALLIS, CUSTER, IDAHO
02-23-2015 01:27:54 No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE - BLACKFOOT
Lura H. Baker Fee: \$16.00
Ex-Officio Recorder Deputy: CAC

Space Above This Line for Recorder's Use Only

WARRANTY DEEDFile No.: **532661-B (Id)**Date: **February 18, 2015**

For Value Received, **Robert N. Nielson and Diana L. Nielson, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Christopher N. Holt and Tina Holt, husband and wife**, hereinafter called the Grantee, whose current address is **4133 North US Highway 93, Mackay, ID 83251**, the following described premises, situated in ~~Butte~~ ^{Custer} County, ~~Idaho~~ ^{Idaho}, to-wit:

PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ LYING SOUTH OF US. HIGHWAY 93, SECTION 5, TOWNSHIP 6 NORTH, RANGE 25 EAST OF THE BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 5, SAID POINT BEING A ½" IRON ROD; THENCE N 00°28'06" W 1414.13 FEET ALONG THE SECTION LINE TO A POINT ON THE SOUTHERLY US. HIGHWAY 93 RIGHT OF WAY, SAID POINT BEING A ½" IRON ROD WITH PLASTIC CAP MARKED HLE PLS 12222 WHICH BEARS S 00°28'06" E 1335.82 FEET FROM THE EAST ¼ CORNER OF SAID SECTION, SAID POINT BEING MARKED BY A ¾" IRON ROD; THENCE N 65°06'07" W 709.96 FEET ALONG SAID RIGHT OF WAY TO A ½" IRON ROD WITH PLASTIC CAP MARKED HLE PLS 12222, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) S 69°37'12" W 29.21 FEET, SAID POINT BEING MARKED BY A ½" IRON ROD WITH PLASTIC CAP MARKED HL PLS 12222; (2) S 89°18'23" W 446.97 FEET, SAID POINT BEING MARKED BY A ½" IRON ROD WITH PLASTIC CAP MARKED HLE PLS 12222; (3) S 00°03'43" E 118.41 FEET, SAID POINT BEING MARKED BY A ½" IRON ROD WITH PLASTIC CAP MARKED HLE PLS 12222; THENCE N 88°52'13" W 185.20 FEET TO A ½" IRON ROD WITH PLASTIC CAP MARKED HLE PLS 12222; THENCE N 00°30'08" W 70.79 FEET TO A ½" IRON ROD WITH A PLASTIC CAP MARKED HLE PLS 12222; THENCE S 89°29'52" W 35.00 FEET TO A ½" IRON ROD WITH A PLASTIC CAP MARKED HLE PLS 12222; THENCE S 00°30'08" E 69.79 FEET TO A ½" IRON ROD WITH PLASTIC CAP MARKED HLE PLS 12222; THENCE N 88°52'13" W 179.83 FEET TO A ½" IRON ROD WITH A PLASTIC CAP MARKED HLE PLS 12222; THENCE N 00°30'10" W 534.04 FEET TO A ½" IRON ROD WITH PLASTIC CAP MARKED HLE PLS 12222 BEING ON THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY 93; THENCE S 65°06'07" E 968.90 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

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.

TOGETHER WITH THE FOLLOWING DEED RESTRICTIONS:

1. No mobile home(s) or modular style home(s) shall be on the property at any time, unless it is a new modular home permanently attached to a foundation.

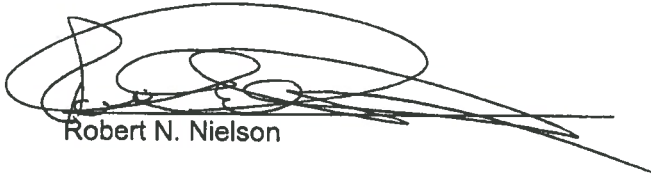
2. All parcel owners shall keep property and all improvements on the property clean, safe, and attractive and in repair. No trash, waste, garbage, junk, junk cars or refuse shall be evident on the property.
3. No outdoor facilities are allowed with exception of a portable toilet or "porta-potty" during construction of new residential structure. Or where as needed for family or friend functions.
4. No noxious or illegal activity shall be carried on upon any parcel nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. An R.V. may only be lived in during the construction phase and only one R.V. shall be stored on the property at one time. Camping in multiple R.R.s shall not be long-term but shall be restricted to short periods of visits by family and friends.
6. All future utilities shall be underground if possible.

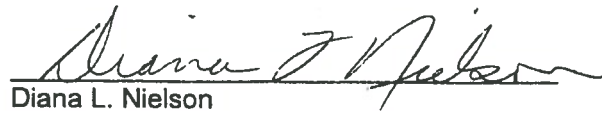
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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: 02/18/2015

Warranty Deed
- continued

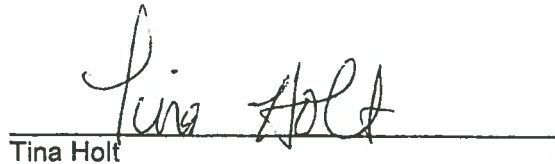
File No.: 532661-B (Id)


Robert N. Nielson


Diana L. Nielson

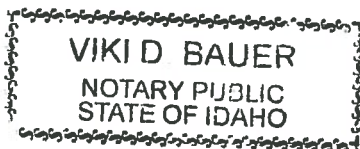
BUYER(S):


Christopher N. Holt


Tina Holt

STATE OF Idaho)
SS.
COUNTY OF Bingham)

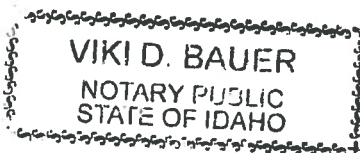
On this 19 day of February, 2015, before me, a Notary Public in and for said State, personally appeared **Robert N. Nielson and Diana L. Nielson**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



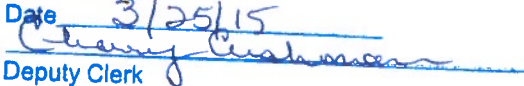

Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/20

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 23 day of February, 2015, before me, a Notary Public in and for said State, personally appeared **Christopher N. Holt and Tina Holt**, 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

STATE OF IDAHO)
COUNTY OF CUSTER)SS
I hereby certify that the foregoing is a full,
true and correct copy of the original on file
in this office.
Date 3/25/15

Deputy Clerk

