

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 10 2014

Notice of Change in Water Right Ownership

Department of Water Resources
Eastern Region

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?
35-10332 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-13830 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-10330 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>OK 35-10331</i> <i>Part updated</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Bonneview Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Howard Taylor & Sons, Inc
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 51780 7891 S Yellowstone HWY Idaho falls ID 83405
Mailing address City State ZIP
- 208-522-7770 cell phone 757-11061 kjensen@tandsons.com philwsimpson@tandson.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: 11 August 2004
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 # 35-10330

8. Signature: Carl Taylor Owner _____
 Signature of new owner/claimant Title, if applicable Date _____

Signature: _____
 Signature of new owner/claimant Title, if applicable Date _____

For IDWR Office Use Only:

Received by JB Date 11/10/2014 Receipt No. E040398 \$25 -
E040397 \$50 -
C099454 \$25 - for this app

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 11/24/2014

WARRANTY DEED

THIS INDENTURE is made this 14 day of August, 2004, by **BONNEVIEW, INC.**, an Idaho corporation, the "Grantor," and **HOWARD TAYLOR & SONS, INC.**, an Idaho corporation, whose mailing address is P.O. Box 51780, Idaho Falls, Idaho 83405, the "Grantee."

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Bonneville, State of Idaho, to-wit:

See **Exhibit "A"** attached hereto and by this reference incorporated herein.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

FURTHER SUBJECT TO those matters set forth on Exhibit "A" to this deed.

FURTHER SUBJECT TO: There is located on a portion of the Property a house currently occupied by Duane Green, a former employee of the Grantor. Mr. Green has the right to occupy this home for two (2) years from April 1, 2004, rent free. The Grantee agrees that title to such home shall be conveyed subject to this right in Mr. Green. The Grantee agrees to recognize such right unless the Grantee finds a comparable home for Mr. Green and pays the rent thereon for such two-year time period.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

ALSO TOGETHER with all water rights, however evidenced.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

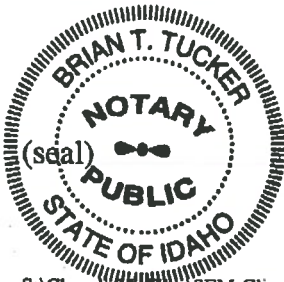
BONNEVIEW, INC.

By: 
Ryan Clement, President

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 11th day of August, 2004, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Ryan Clement, known or identified to me to be the President of **BONNEVIEW, INC.**, the corporation that executed the foregoing instrument, or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 10/02/2007

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EXHIBIT "A"
(To Warranty Deed - Bonneview To Taylor)

Tract I:

Township 3 North, Range 35, East of the Boise Meridian, Bonneville County, Idaho.

- Section 21: Southeast Quarter**
- Section 26: All**
- Section 27: North Half; North Half Southeast Quarter; Southeast Quarter Southeast Quarter; Southwest Quarter**
- Section 28: North Half; Southeast Quarter**
- Section 34: North Half Northeast Quarter Northeast Quarter**
- Section 35: North Half LESS AND EXCEPTING THEREFROM the following:**

Beginning at the Southeast Corner of the Northeast Quarter of said Section 35, and running thence North 650 feet; thence West 300 feet; thence South 650 feet to the half (½) Section line; thence East 300 feet to the point of beginning.

Township 2 North, Range 35, East of the Boise Meridian, Bonneville County, Idaho.

- Section 2: Beginning at a point that is South 0°27'8" East along the Section line 926.47 feet from the Northeast Corner of Section 2, Township 2 North, Range 35, East of the Boise Meridian, Bonneville County, Idaho, running thence South 0°27'8" East 850.0 feet, more or less, to the Northerly right of way line of a highway; thence North 77°43' West along said right of way line 1000.0 feet; thence North 0°27'8" West 629.55 feet; thence North 89°32'52" East 975.40 feet to the point of beginning. Subject to the existing County Road right of way along the East side of said tract.**

LESS AND EXCEPTING THEREFROM the following:
Beginning at a point that is South 0°27'8" East along the Section line 926.47 feet from the Northeast Corner of said Section 2; running thence South 0°27'8" East along the Section line 55.85 feet; thence South 89°32'52" West

345.52 feet; thence North 0°27'8" West 55.85 feet; thence North 89°32'52" East 345.52 feet to the point of beginning.

Tract II:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho.

Section 25: All

Section 26: All, except the following tract:

Beginning at a point that is South 360 feet from the Northwest Corner of the Northwest Quarter of the Northwest Quarter (Northwest 1/4 Northwest 1/4) of Section 26, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho, running thence East 950 feet, thence South 90 feet, thence West 950 feet, thence North 90 feet to the point of beginning.

Section 27: All, except the following tract:

Beginning at the Southeast corner of Section 27, running thence North 0°09' East 180 feet, running thence West 150 feet, running thence South 0°09' West 180 feet, running thence East 150 feet to the place of beginning.

Also excepting:

Beginning at a point on the West line of Section 27, Township 3 North, Range 36, East of the Boise Meridian, Bonneville County, Idaho, that is 98.4 feet North from the Southwest corner of said Section 27, and running thence East 1000.0 feet; thence north 540.0 feet; thence West 1000.0 feet to said West section line, thence South 540.0 feet along said West section line to the point of beginning..

Tract III:

Township 3 North, Range 36 East of the Boise Meridian, Bonneville County, Idaho

Section 26: All that portion of the NW1/4NW1/4 described as follows:
Commencing at a point that is South 360 feet from the Northwest corner of said NW1/4NW1/4; thence East 950 feet; thence South 90 feet; thence West 950 feet; thence North 90 feet to the point of beginning.

SUBJECT TO:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Right, title or interest of the public in and to those portions of above described property falling within the bounds of roads and highways.

Exceptions 8 through 15 apply to Tract I.

8. Terms and provisions of the following document:
Entitled: Placer Mining Location Notice
Recorded: May 24, 1950
Book: 3 of Miscellaneous at page 23 of Official Records
9. An easement as set forth in document:
Granted to: Utah Power & Light Company
Recorded: May 15, 1961
Book: 21 of Leases and Contracts
Page: 101 as instrument no. 297442 of Official Records
10. An easement as set forth in document:
Granted to: Utah Power & Light Company
Recorded: May 20, 1976
Book: 21 of Leases and Contracts
Page: 102 as Instrument No. 297443 of Official Records

11. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: May 20, 1976
Instrument: 496758
12. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: October 17, 1977
Instrument: 527167
13. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: June 7, 1978
Instrument No.: 542734
14. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: June 7, 1978
Instrument No.: 542735
15. Rights of public in and to that portion of the premises lying within County roads and rights of ways.

Exceptions 16 through 37 apply to Tract II.

16. An easement as set forth in document:
Granted to: American Telephone & Telegraph Company of Wyoming
Recorded: August 2, 1929
Book: 3 of Leases and Contracts
Page: 320 of Official Records
17. An easement as set forth in document:
Granted to: American Telephone and Telegraph Company of Wyoming
Recorded: September 7, 1929.
Book: 3 of Leases and Contracts
Page: 339 of Official Records
18. An easement as set forth in document:
Granted to: American Telephone and Telegraph Company of Wyoming
Recorded: November 8, 1929.
Book: 3 of Leases and Contracts
Page: 381 of Official Records
19. An easement as set forth in document:
Granted to: American Telephone and Telegraph Company of Wyoming
Recorded: November 8, 1929.
Book: 3 of Leases and Contracts
Page: 383 of Official Records

20. An easement as set forth in document:
Granted to: American Telephone and Telegraph Company of Wyoming
Recorded: March 3, 1930.
Book: 3 of Leases and Contracts
Page: 410 of Official Records
21. An easement as set forth in document:
Granted to: Idaho Power Company
Recorded: January 30, 1941.
Book: 5 of Leases and Contracts
Page: 89 of Official Records
22. An easement as set forth in document:
Granted to: Idaho Power Company
Recorded: May 5, 1943.
Book: 5 of Leases and Contracts
Page: 268 of Official Records
23. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: June 16, 1950.
Book: 10 of Leases and Contracts
Page: 446 of Official Records
24. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: July 21, 1959.
Book: 18 of Leases and Contracts
Page: 535 of Official Records
25. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: August 11, 1960.
Book: 20 of Leases and Contracts
Page: 124 of Official Records.
26. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: January 1, 1961
Book: 20 of Leases and Contracts
Page: 413 of Official Records.
27. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: September 29, 1961.
Book: 21 of Leases and Contracts
Page: 339 of Official Records.

28. An easement as set forth in document:
Granted: Utah Power and Light Company
Recorded: September 29, 1961
Book: 21 of Leases and Contracts
Page: 347 of Official Records
29. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: September 29, 1961.
Book: 21 of Leases and Contracts
Page: 349 of Official Records.
30. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: November 1, 1961.
Book: 21 of Leases and Contracts
Page: 428 of Official Records.
31. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: August 30, 1974.
Instrument No.: 467406
32. An easement as set forth in document:
Granted to: Mountain States Telephone and Telegraph Company.
Recorded: December 3, 1975.
Instrument No.: 488261
33. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: April 2, 1976
Instrument No.: 493995.
34. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: March 23, 1977.
Instrument No.: 513827.
35. An easement as set forth in document:
Granted to: Utah Power & Light Company.
Recorded: June 22, 1982.
Instrument No.: 626162.
36. An easement as set forth in document:
Granted to: Pacific Corp, an Oregon Corporation dba Utah Power and Light Company.
Recorded May 8, 1992.
Instrument No.: 827471.

37. Rights of the public in and to that portion of the premises lying within: county roads and right of ways.

Exceptions 38 through 41 apply to Tract III.

38. An easement as set forth in document:
Granted to: American Telephone and Telegraph Company of Wyoming
Recorded: November 8, 1929.
Book: 3 of Leases and Contracts
Page: 383 of Official Records
39. An easement as set forth in document:
Granted to: American Telephone and Telegraph Company of Wyoming
Recorded: March 3, 1930.
Book: 3 of Leases and Contracts
Page: 410 of Official Records
40. An easement set forth in document:
Granted to: Utah Power and Light Company
Recorded: July 21, 1959
Book: 18 of Leases and Contracts
Page 535 of Official Records
41. An easement as set forth in document:
Granted to: Utah Power and Light Company
Recorded: November 1, 1961.
Book: 21 of Leases and Contracts
Page: 428 of Official Records.

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INSTRUMENT NO.	1161644
DATE	8-13-04
INST. CODE	305
IMAGED PGS	29
FEE	27-
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within	
instrument was recorded.	
Ronald L. Ligon, County Recorder	
By	<i>[Signature]</i>
Deputy	
Request of	<i>A. Lee</i>