

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 03 2014

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?
29-12060 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
29-12061 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: William Ward; and Sandra Groberg
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Downey Properties, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|------------------------------|-----------------------|-------------|--------------|
| <u>3064 S Highland Drive</u> | <u>Salt Lake City</u> | <u>Utah</u> | <u>84106</u> |
| Mailing address | City | State | ZIP |
| <u>801-485-1388</u> | <u>N/A</u> | | |
| 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: August 3, 2009
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 # 29-12060

8. Signature: Downey Properties, LLC Title, if applicable Date
- Signature: Sandra Groberg Title, if applicable Date
- Signature: manager Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 3/4/2014 Receipt No. ED39586 Receipt Amt. \$250. -

Approved by JB Processed by JB Date 4/7/2014 \$50. - for this app

ALLIANCE TITLE - POCATELLO

20917051

2009 AUG 03 PM 04:07:07

Electronically Recorded by Simplifile

WARRANTY DEED

3010916674

<u>Grantor</u>	<u>Grantee</u>
J. Phillip Adams and Fredee C. Adams, husband and wife 1705 N. Highway 38 Brigham City, Utah 84302	Downey Properties, LLC c/o Sandra Goldberg 3064 So. Highland Drive Salt Lake City, Utah 84106

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Grantor hereby sells and forever transfers the following parcel of real property (the "Property") located in Bannock County, Idaho, to the Grantee, including the Grantor's right, title and interest therein:

Parcel 1:

A parcel of land in Sections 25 and 26, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 25;
Thence running West 19.34 chains;
Thence South $26\frac{1}{4}^{\circ}$ West 9.55 chains;
Thence North $66\frac{3}{4}^{\circ}$ West 3.17 chains;
Thence North $26\frac{1}{4}^{\circ}$ East 8.16 chains;
Thence West 37.12 chains, more or less, to the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section;
Thence South 35 rods;
Thence Southeasterly 255 rods, more or less, to a point that lies 2.65 chains West and 1.57 chains North of the Southeast corner of said Section;
Thence South 1.57 chains;
Thence East 2.65 chains;
Thence North 40 chains to the PLACE OF BEGINNING.

WARRANTY DEED - 1

Sandra Goldberg
July 31, 09

Also:

COMMENCING at a point 4.18 chains North of the Southwest corner of said Section;
 Thence running North 83°00' West 4.50 chains;
 Thence North 13° East 10.14 chains;
 Thence South 82°45' East 21.63 chains;
 Thence South 15 ¼° West 10 chains;
 Thence North 83° West 16.60 chains, to the PLACE OF BEGINNING;

Except:

A parcel of land in Section 26, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

BEGINNING at a point 4.18 chains North of the Southeast corner of Section 26, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho, the TRUE POINT OF BEGINNING.

Thence running North 83°00' West 225 feet more or less to the center of a County Road;
 Thence North 13° East along said center line 625 feet;
 Thence South 82°45' East 171 feet more or less to the East line of said Section 26;
 Thence South along the East line to the TRUE POINT OF BEGINNING.

Also:

A parcel of land in Sections 25, 26, 35 and 36, Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho, more particularly described as follows:

COMMENCING at a point 12.62 chains East and South 84°06' East 1.77 chains East of the Northwest corner of the Northeast ¼ of said Section 35;
 Thence South 84°06' East 20.95 chains;
 Thence South 4°10' West 7.64 chains;
 Thence North 84° West 21.20 chains;
 Thence Northerly 7.63 chains to the PLACE OF BEGINNING.

Also:

COMMENCING at a point 5.78 chains South of the Northwest corner of Southeast ¼ of the Northeast ¼ of said Section 36;
 Thence running South 11 chains;
 Thence North 62° West 44.96 chains;
 Thence North 62°16' West 8.60 chains;
 Thence North 84°30' West 17.97 chains;
 Thence North 4°10' East 12.91 chains;
 Thence South 83° East 20.23 chains;
 Thence South 17 ¼° West 2.28 chains;
 Thence South 62° East 50.51 chains, more or less, to the PLACE OF BEGINNING.

Also:

WARRANTY DEED - 2

S. H.

COMMENCING at a point 6 chains West of the Northeast corner of the Southeast $\frac{1}{4}$ of the
 Northeast $\frac{1}{4}$ of said Section 35;
 Thence South $5\frac{1}{4}^{\circ}$ West 38 links to the TRUE POINT OF BEGINNING;
 Thence running South $5\frac{1}{4}^{\circ}$ West 3.12 chains;
 Thence South $72^{\circ}11'$ East 22.55 chains;
 Thence South 3.35 chains;
 Thence North $71^{\circ}40'$ West 22.80 chains;
 Thence South $3^{\circ}22'$ West 2.39 chains;
 Thence North $87^{\circ}50'$ West 5.50 chains;
 Thence South $3\frac{3}{4}^{\circ}$ West 4.30 chains;
 Thence North $83^{\circ}43'$ West 27.87 chains;
 Thence Northerly 10.44 chains to the Northwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of
 said Section 35;
 Thence South $87^{\circ}37'$ East 25 chains;
 Thence North $85^{\circ}43'$ East 8.70 chains, more or less, to the POINT OF BEGINNING;

Also:

COMMENCING at the Northeast corner of said Section 36;
 Thence running South 80 rods;
 Thence West 11.46 chains;
 Thence North $9^{\circ}30'$ East 20.76 rods;
 Thence Northerly 60 rods, more or less, to a point 40 rods West of the POINT OF BEGINNING;
 Thence East 40 rods to the POINT OF BEGINNING.

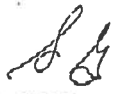
Except:

COMMENCING at the Northwest corner of the Northeast $\frac{1}{4}$ of Section 35;
 Thence East 832.92 feet;
 Thence South $84^{\circ}06'$ East 1499.52 feet;
 Thence South $4^{\circ}10'$ West 442.24 feet to the POINT OF BEGINNING;
 Thence South $4^{\circ}10'$ West 62 feet;
 Thence North $84^{\circ}0'$ West 92 feet;
 Thence North $4^{\circ}10'$ East 62 feet;
 Thence South $84^{\circ}0'$ East 92 feet, to the POINT OF BEGINNING.

Except:

COMMENCING at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35;
 Thence West 396.0 feet;
 Thence South $3^{\circ}45'$ West 25.08 feet to the TRUE POINT OF BEGINNING;
 Thence South $85^{\circ}43'$ West 363.0 feet;
 Thence South $3^{\circ}45'$ West 550.0 feet;
 Thence South $87^{\circ}50'$ East 363.0 feet;
 Thence North $3^{\circ}22'$ East 600.0 feet, more or less, to the POINT OF BEGINNING.

WARRANTY DEED - 3



Parcel 2:

Bannock County, Idaho, to-wit:

Township 11 South, Range 36 East, Boise Meridian, Bannock County, Idaho,

Section 34: Southeast $\frac{1}{4}$.

Section 35: Southwest $\frac{1}{4}$.

Township 12 South, Range 36 East, Boise Meridian, Bannock County, Idaho,

Section 2: Lots 3 and 4, Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

TOGETHER WITH Water Right Nos. 29-11697, 29-11698, 29-11699 and 29-11700

TOGETHER WITH AND INCLUDING any and all fixtures and improvements, any and all appurtenances, tenements, and hereditaments, and any and all rents, issues, and profits that relate or otherwise pertain to the foregoing parcels of real property.

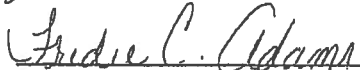
TO HAVE AND TO HOLD the foregoing parcels of real property unto the Grantee and its successors and assigns forever.

Grantor does hereby covenant with and warrant the Grantee that Grantor is lawfully seized in fee simple of the Property, has good right and lawful authority to sell and convey the Property, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

SUBJECT TO taxes, levies, and assessments for the current year not yet due and payable and the following items: discrepancies, conflicts in boundary lines, shortage in area, encroachments, easements, right of ways, boundary line agreements, development agreements, water supply agreements, plats, covenants, conditions, restrictions, reservations, all zoning, building and use laws or restrictions; along with any state of facts that an accurate survey or inspection of the Property would show.

IN WITNESS WHEREOF, the Grantor hereunto sets his hand this 31st day of July, 2009.


J. PHILLIP ADAMS


FRED C. ADAMS

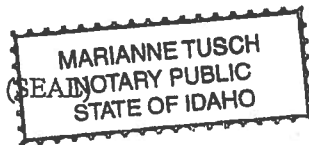
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WARRANTY DEED - 4

S.G.

STATE OF IDAHO)
: ss
County of Bannock)

On the 31st day of July, 2009, before me, a Notary Public, personally appeared J. PHILLIP ADAMS and FRED^{DEE} C. ADAMS, husband and wife, known or identified to me to be the persons who executed the foregoing Warranty Deed, and duly acknowledged to me that they executed the same.



Marianne Tusch
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello
My Commission Expires: 12-16-11

WARRANTY DEED - 5

[Signature]