

received 1/3/2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
27-07474	Yes ☒ <i>OK</i>	27-12267	Yes ☐		Yes ☐
27-07526	Yes ☒ <i>OK</i>	27-12268	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Cheryl Bartauskay
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Garth VanOrden, Julie VanOrden
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 1487 Parkway Drive Blackfoot Idaho 83221
Mailing address City State ZIP
208-785-0350 gjvo@bdhsi.com {home} garthvo@icloud.com {i-pad}
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: October 4, 2012
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.

8. Signature: [Signature] Title, if applicable _____ Date January 2, 2014
 Signature: [Signature] Title, if applicable _____ Date January 2, 2014

For IDWR Office Use Only:

Received by [Signature] Date 1/3/2014 Receipt No. E039411 Receipt Amt. \$150. -
 Approved by [Signature] Processed by [Signature] Date 4/3/2014

SUPPORT DATA

IN FILE # 27-7474

RECORDING REQUESTED BY

First American Title Company

AND WHEN RECORDED MAIL TO:First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221**Instrument # 642611**

BINGHAM COUNTY, IDAHO

2012-10-04 01:38:11 PM No. of Pages: 3

Recorded for: FIRST AMERICAN TITLE - BLACKFO

SARA J. STAUB Fee: \$16.00

Ex-Officio Recorder Deputy CRobinson

Index To: WARRANTY DEED

Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEEDFile No.: **415981-B (Id)**Date: **October 4, 2012**

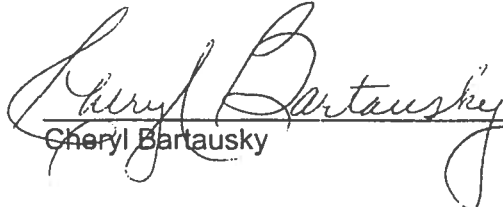
For Value Received, **Parcel 1: Cheryl Bartausky, as her sole and separate property, who also took title as Cheryl A. Bartausky**

, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Garth VanOrden and Julie VanOrden, husband and wife**, hereinafter called the Grantee, whose current address is **1487 Parkway Drive, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

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.

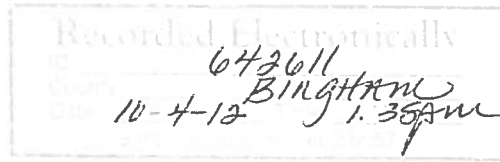

Cheryl Bartausky

RECORDING REQUESTED BY

First American Title Company

AND WHEN RECORDED MAIL TO:

First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221



Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **415981-B (Id)**

Date: **October 4, 2012**

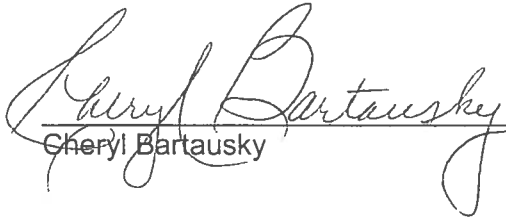
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Cheryl Bartauskay

Date: 08/06/2012

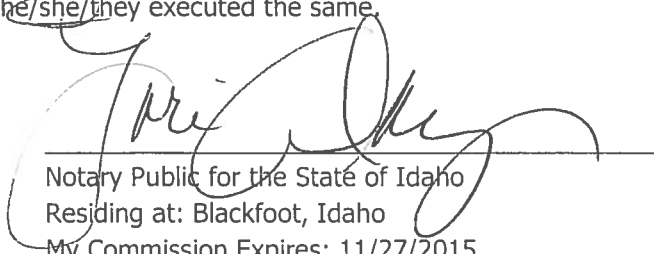
Warranty Deed
- continued

File No.: 415981-B (Id)

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **4th day of October, 2012**, before me, a Notary Public in and for said State, personally appeared **Cheryl A. Bartausky**, 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, Idaho
My Commission Expires: 11/27/2015

EXHIBIT A

PARCEL 1:

Part of Section 19 Township 2 South Range 36 East BM. Bingham County, Idaho described as:

Commencing at the Northwest corner of Section 19 from which the northeast corner of Section 19 bears S 89°38'22" E 4964.09 feet; thence S 89°38'22" E 1321.60 feet along the north line of section 19 to its intersection with the southeasterly top bank of the Corbett Slough said intersection point being the true point of beginning. Thence S 89°38'22" E 2493.49 feet continuing along said north line to the northwest corner of lands as described in deed instrument 340721; thence S 00°10'37" W 2027.48 feet (of record 2026 feet) to a point on the northwesterly right of way line of the Union Pacific railroad; thence S 48°54'53" W 1158.90 feet along said right of way line to a point that is S 48°54'53" W 228.00 feet from the intersection of said right of way line and the South line of the north 1/2 section 19; thence N 43°57'55" W 212.00 feet to a point on the South line of the north 1/2 section 19; thence N 89°30'21" W 19.17 feet to the southeast corner of lands as described tract 2 of deed Instrument 415871; thence along said tract 2 the following courses N 43°30'21" W 37.43 feet; thence N 89°30'21" W 429.44 feet parallel with and 26 feet north of the south line of the north 1/2 section 19 to a point in an existing fence line; thence leaving said tract 2 N 01°34'52" W 233.06 feet along an existing fence line extended; thence N 89°30'21" W 230.00 feet parallel with the south line of the north 1/2 section 19; thence S 01°34'52" E 260.00 feet to a point on the south line of the north 1/2 section 19; thence N 89°30'21" W 1066.47 feet along said south line to the southeast corner of lands as described in deed Instrument 516806; thence along said deed the following courses N 00°12'13" W 200.00 feet; thence N 89°30'21" W 245.00 feet; thence S 00°12'13" E 28.06 feet; thence leaving said deed N 59°36'49" W 489.42 feet; thence N 39°29'43" W 144.53 feet; thence N 31°09'33" W 464.66 feet to a point on the Easterly Right of way line of a county road, thence N 00°14'15" E 712.96 feet along said right of way line; thence N 44°31'28" E 259.69 feet; thence N 11°35'45" E 46.38 feet; thence N 02°05'53" W 163.75 feet to a point on the top bank of the Corbett Slough; thence along said top bank the following courses N 30°22'43" E 49.27 feet; thence N 30°42'47" E 65.20 feet; thence N 43°00'36" E 71.33 feet; thence N 38°29'35" E 109.04 feet; thence N 46°54'05" E 83.54 feet; thence N 53°47'02" E 53.68 feet; thence N 61°57'07" E 52.42 feet; thence N 74°03'07" E 167.30 feet; thence N 76°27'21" E 164.76 feet; thence N 79°35'24" E 73.50 feet; thence N 82°00'29" E 98.35 feet; thence N 72°51'17" E 163.89 feet; thence N 63°27'43" E 94.45 feet; thence N 50°47'45" E 75.06 feet to the point of beginning.