

RECEIVED

FEB 28 2014

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 19 2013

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?
35-2263B OK	Yes ☐		Yes ☐		Yes ☐
35-7370 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: GARY ELISON, AGRISERVE
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): BERKLEY Wray CONNIE WRAY
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or
960 W. HWY 26
Mailing address
BLACKFOOT ID 83221
City State ZIP
(208)-684-4431 Berkley.wray@gmail.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: _____
6. 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.

7. Signature: Berkley Wray **SUPPORT DATA** **IN FILE #** 35-2263B 2/18/14
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 [Signature] Date 2/28/14 Receipt No. E039576 Receipt Amt. \$250.-
Approved by [Signature] Processed by [Signature] Date 3/7/2014 \$50.- for this app

After recording return to:
Berkley & Connie Wray
960 West Hwy 26
Blackfoot, ID 83221-5224

With a copy to:
Wallace O. Felsted
Kirton & McConkie
60 E. South Temple, Suite 1800
Salt Lake City, UT 84111

Instrument # 631862

BINGHAM COUNTY, IDAHO
2011-09-30 09:40:38 AM No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$16.00
Ex-Officio Recorder Deputy CMiles
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Property No. 522-9839 - ID Blackfoot 1

SPECIAL WARRANTY DEED

IN CONSIDERATION of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AGRESERVES, INC., a Utah corporation, Grantor, with its principal office located at 139 E. South Temple, Suite 110, Salt Lake City, Utah 84111, hereby conveys and warrants only against all claiming by, through or under it, and acts of itself, to, BERKLEY WRAY and CONNIE WRAY, husband and wife, Grantee, of 960 West Highway 26, Blackfoot, ID 83221-5224, the following parcel(s) of real property located in Bingham County, State of Idaho, described on Exhibit "A", which is attached hereto and by this reference made a part hereof.

TOGETHER WITH all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Seller in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, and together with any and all buildings and other fixtures and appurtenances thereto and improvements thereon.

GRANTOR SPECIFICALLY RESERVES, excepts, and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following – minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts, and retains all of the Mineral Rights not previously reserved and reserves, excepts, and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance; however Grantor does not reserve the right to use the surface of the Property or extract minerals or other substances from the Property above a depth of 250 feet.

After recording return to:
Berkley & Connie Wray
960 West Hwy 26
Blackfoot, ID 83221-5224

Recorded Electronically	
ID	631862
County	Bingham
Date	9-30-11
Time	9:40
Simplifile.com 800.460.5657	

With a copy to:
Wallace O. Felsted
Kirton & McConkie
60 E. South Temple, Suite 1800
Salt Lake City, UT 84111

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SUBJECT TO current taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity.

DATED this 28th day of September, 2011

AGRESERVES, INC.,
a Utah corporation

By: Don M. Sleight
Don M. Sleight
Its: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 28th day of September 2011, personally appeared before me DON M. SLEIGHT, personally known to me to be the President of AGRESERVES, INC., a Utah corporation, who acknowledged before me that he signed the foregoing for said corporation and that said corporation executed the same.

WITNESS my hand and official seal.



Angela Wood
Notary Public for Utah

Exhibit A
Legal Description

Real property located in Bingham County, State of Idaho described as:

A portion of the Northeast Quarter of Section 22, and a portion of the Southeast Quarter of Section 15, Township 2 South, Range 34 East of the Boise Meridian, further described as:

Beginning at a point that is N 00° 31' 52" E 1386.43 feet along the East Section line of Section 15, Township 2 South, Range 34, E.B.M., Bingham County, Idaho, and N 43° 33' 01" W 1825.59 feet along the Southerly right of way of State Highway No. 26 from the SE corner of said Section 15 and running thence N 89° 53' 43" W 1332.56 feet to the East line of the County road; thence S 00° 25' 41" W 2684.51 feet along said East line to a point that bears S 89° 23' 26" E along the South Section line 57.94 feet from the S1/4 corner of said Section 15; thence continuing along the East line of said County Road S 00° 25' 41" W 309.40 feet; thence S 46° 40' 04" E 59.15 feet; thence N 87° 42' 49". E 336.10 feet; thence N 15° 58' 31" E 141.57 feet; thence N 53° 18' 00" E 612.99 feet; thence N 62° 53' 13" E 435.99 feet; thence N 80° 13' 52" E 58.39 feet; thence North 2307.52 feet to the point of beginning.

Tax I.D. No.: 0179002 and 0184102.

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 # 637420
BINGHAM COUNTY, IDAHO
2012-04-16 01:06:37 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$13.00
Ex-Officio Recorder Deputy CRobinson
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **413729-B (vb)**

Date: **April 12, 2012**

For Value Received, **Gary C. Elison and Sharon B. Elison, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Berkley Wray and Connie Wray, husband and wife**, hereinafter called the Grantee, whose current address is **960 W Highway 26, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Township 2 South, Range 34 E.B.M., Bingham County, Idaho

Section 15: SE $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM the S. 25 feet thereof.

ALSO EXCEPTING THEREFROM: A parcel of land lying in Section 15, Township 2 South, Range 34 East, Boise Meridian, Bingham County, Idaho, more particularly described as follows;

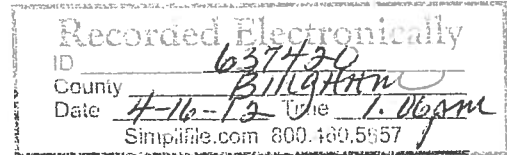
Commencing at the Southwest Corner of Section 15, Township 2 South, Range 35 East, Boise Meridian and running thence S 89°23'49" E 2654.86 feet along the south line of said Section 15 to the South Quarter Corner of said Section 15, thence N 00°21'14" E 283.46 feet along the meridional centerline of said section to the True Point of Beginning, Thence continuing N 00°21'14" E 224.11 feet along said meridional centerline, Thence N 89°38'46" W 291.55 feet, Thence S 00°21'14" W 224.11 feet Thence S 89°38'46" E 291.55 feet 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.

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.

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

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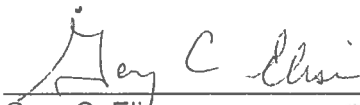
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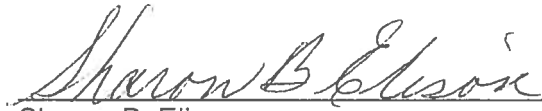
Date: 04/12/2012

Warranty Deed
- continued

File No.: 413729-B (vb)



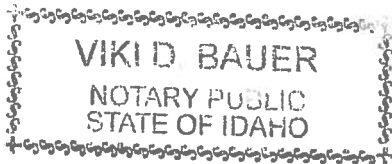
Gary C. Ellison



Sharon B. Ellison

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **13th day of April, 2012**, before me, a Notary Public in and for said State, personally appeared **Gary C. Ellison and Sharon B. Ellison**, 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: 3/29/14