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JAN 08 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JAN 06 2014

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

DEPT. OF WATER RESOURCES
SOUTHERN 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-4181 OK	Yes ☐		Yes ☐		Yes ☐
29-4182 OK	Yes ☐		Yes ☐		Yes ☐
29-2300 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Liz Glade and David Glade
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Matthew Gardiner and Marie Jeanne Gardiner
New owner(s) as listed on the conveyance document
 Mailing address: 234 S. 100 W. City: St George State: UT ZIP: 84770
 Telephone: 435-632-7083 Email: mattgard@yahoo.com
 Name connector ☒ and ☐ or ☒ and/or
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: 12/23/13
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: Matt Gardiner Title, if applicable: owner Date: 1/2/14
 Signature: Marie Gardiner Title, if applicable: _____ Date: 1/2/14
 Signature of new owner/claimant Signature of new owner/claimant

For IDWR Office Use Only:

Received by: DM Date: 1-6-2014 Receipt No.: 5033741 Receipt Amt.: \$25-
 Approved by: JB Processed by: JB Date: 1/15/2014 SUPPORT DATA

IN FILE # 29-2030

WARRANTY DEED

For Value Received

David L. Glade and L. Elizabeth Glade, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

Matthew C. Gardiner and Marie Jeanne Gardiner, husband and wife, with right of survivorship,

the grantees, of 234 South 100 West, St. George, Utah 84770, the following described premises located in Caribou County, Idaho, to-wit:

Tract I:

Township 7 South, Range 38 East of the Boise Meridian:

Section 24: Lots 3 and 4, W $\frac{1}{2}$ SE $\frac{1}{4}$.

Section 25: Lot 1, NW $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 7 South, Range 39 East of the Boise Meridian:

Section 30: All that portion of Lot 1 lying South and West of Nipper Road, as presently located, and all of Lot 2.

EXCEPT THEREFROM, Beginning at the Northwest Corner of said Section 30;
thence South 19°53'28" East 1956.97 feet to a 5/8" rebar with cap labeled "A.A. HUDSON PLS 4735", set on the fence line, the TRUE POINT OF BEGINNING, and running
thence North 12°31'41" East 121.14 feet along said fence to a 5/8" rebar with cap set at a fence angle point;
thence North 05°56'51" West 5.18 feet along said fence to a 5/8" rebar with cap;
thence North 89°24'07" East 28.45 feet to a 5/8" rebar with cap;
thence North 00°40'09" West 15.12 feet to a 5/8" rebar with cap;
thence North 89°24'07" East 44.54 feet to a 5/8" rebar with cap set on the West right-of-way fence of Rocky Ford Road;
thence South 00°35'53" East 138.25 feet along said right-of-way fence to a 5/8" rebar with cap;
thence South 89°24'07" West 100.00 feet,
to the True Point of Beginning.

EXCEPT THEREFROM, any portion thereof lying within the right of way of County Roads.

Tract II:

Township 7 South, Range 39 East of the Boise Meridian:

Section 30: Beginning at the Northwest corner of said Section 30;

thence South 19°53'28" East 1956.97 feet to a 5/8" rebar with cap labeled "A.A. Hudson PLS 4735", set on a fence line, the True Point of Beginning, and running
thence North 12°31'41" East 121.14 feet along said fence to a 5/8" rebar with cap set at a fence angle point;
thence North 5°56'51" West 5.18 feet along said fence to a 5/8" rebar with cap;
thence North 89°24'07" East 28.45 feet to a 5/8" rebar with cap;
thence North 00°40'09" West 15.12 feet to a 5/8" rebar with cap;
thence North 89°24'07" East 44.54 feet to a 5/8" rebar with cap set on the West right of way fence of Rocky Ford Road;
thence South 00°35'53" East 138.25 feet along said right of way fence to a 5/8" rebar with cap;
thence South 89°24'07" West 100 feet,
to the True Point of Beginning.

EXCEPT THEREFROM, a 1996 Liberty 14'X66' mobile home.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

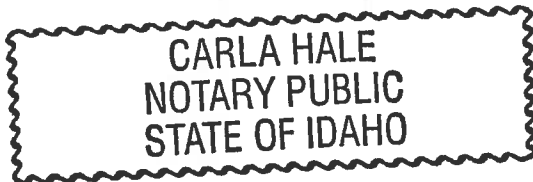
Dated: December 11, 2013

David L. Glade
David L. Glade
L. Elizabeth Glade
L. Elizabeth Glade

STATE OF IDAHO)
 : ss.
County of Caribou)

On this 20th day of December, 2013, before me the undersigned, a notary public in and for said County and State, personally appeared **David L. Glade and L. Elizabeth Glade**, known or identified to me (or proved to me on the oath of _____) to be the persons that executed the within instrument and acknowledged to me that they 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.



Carla Hale
NOTARY PUBLIC FOR IDAHO
Residing at: Soda Springs, Idaho
Commission expires: 12/12/2014

PROPERTY ADDRESS: 986 Rocky Ford Road

Bancroft

ID#: Glade/Gardner

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

Seller to have all personal property off of the property on or before April 15th, 2014. Sellers son David will remain living in the trailer home and will pay for the power and heat for the home up until April 15th, 2014. Buyer is purchasing this property in As Is Condition.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

All water rights are included. Small work table in quonset. All irrigation equipment. Trailer home. Only the cattle panels that are owned by the seller.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

All personal property, panels and cattle equipment owned by the renter.

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____ business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within _____ business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that _____ **Caribou Title** Title Company located at **Soda Springs Idaho** shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

BUYER'S Initials MS MG Date 11/26/2013 | 19:19 MT

SELLER'S Initials DLC LG Date 11-27-13