Form 42-248/42-1409(6) *Rev. 03!3*

RECEIVED
MAR 17 2014
Department of Water Resources
Eastern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF 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?
13-7447 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Shaw Land & Livestock Co.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Shaw Land & Livestock Company, L.L.C.
Name of each new owner as listed on the conveyance document

3601 North Higley Road	Ogden	Utah	84404
Mailing Address	City	State	Zip

801-643-2888	rcshawesq@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. MARCH 7, 2011

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.

7. Signature: Robert L. Saxon — Signature of new owner/claimant
Attorney — Title, if applicable
FEB. 18, 2014 — Date

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

For IDWR Office Use Only:
Receipted by SB Date 3/17/2014 Receipt No. E039631 Receipt Amt. $25.-
Approved by _____ Processed by _____ Date _____

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/5/2013

WATER RIGHT NO. 13-7447

Owner Type	Name and Address
Current Owner	SHAW LAND & LIVESTOCK CO 3601 NORTH HIGLEY RD OGDEN, UT 84404 (208)427-6609

Priority Date: 11/11/1987
Basis: License
Status: Active

Source	Tributary
SPRINGS	SINKS

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	04/01	10/31	0.03 CFS	3.5 AFA
STOCKWATER	01/01	12/31	0.09 CFS	5.4 AFA
DOMESTIC	01/01	12/31	0.04 CFS	0.6 AFA
Total Diversion			0.09 CFS	

Location of Point(s) of Diversion:

SPRINGS	SENWNE	Sec. 19	Township 11S	Range 40E	CARIBOU County

IRRIGATION Use:
Acre Limit: 1

STOCKWATER Use:
Number of stock: 400
Number of other uses: 400 non dairy

DOMESTIC Use:
Number of homes: 1

Place(s) of use:

Place of Use Legal Description: IRRIGATION CARIBOU County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
11S	40E	16		SESW	0.5									
		20		SWNW	0.5									

Place of Use Legal Description: STOCKWATER CARIBOU County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
11S	40E	16		SESW										
		20		SWNW										

Place of Use Legal Description: DOMESTIC CARIBOU County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
11S	40E	16		SESW										

Total Acres: 1

Conditions of Approval:

1.	132	Domestic use is for 1 home. Irrigation of lawn, garden and landscaping associated with the home is authorized under the irrigation component of this right.
2.	R67	This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

Dates:
Licensed Date: 09/17/2010

Decreed Date:
Permit Proof Due Date: 7/1/1992
Permit Proof Made Date: 7/13/1992
Permit Approved Date: 8/3/1988
Permit Moratorium Expiration Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date: 10/26/1987
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal:
Owner Name Connector:
Water District Number: 11
Generic Max Rate per Acre: 0.03
Generic Max Volume per Acre: 3.5
Civil Case Number:
Old Case Number:
Decree Plantiff:
Decree Defendant:
Swan Falls Trust or Nontrust: N
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False
Close

SHAW

Prepared by:
Robert L. Harris
Bing Aerial Photo

RL 4024E S 16 T11S R 40E

QCD 03-07-2011 186840

Instrument # 186840
CARIBOU COUNTY
3-7-2011 02:39:30 No. of Pages: 8
Recorded for : HOLDEN, KIDWELL, HAHN
VEDA MASCARENAS Fee: 31.00
Ex-Officio Recorder Deputy S. Reed
Index to: QUITCLAIM DEED

QUITCLAIM DEED

THIS INDENTURE is made this 4th day of February, 2011, by Shaw Land & Livestock Company, a Utah limited partnership by and through its below signed general partners, the "Grantor," and Shaw Land & Livestock Company, L.L.C., a Utah limited liability company, whose mailing address is 3601 N. Higley Road, Farr West, Utah, 84404, the "Grantee."

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) lawful money of the United States of America and other good and valuable consideration to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate in the County of Caribou, State of Idaho, to-wit:

See Attached Exhibit "A"

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said premises and the appurtenances unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this Quitclaim 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.

GRANTOR:

SHAW LAND & LIVESTOCK COMPANY

By: RULON C. SHAW REVOCABLE TRUST, General Partner

By: _____
Ryan Shaw, Co-Trustee

By: _____
Elaine Sorenson Marshall, Co-Trustee

By: JEAN B. SHAW FAMILY TRUST, General Partner

By: _____
Ryan Shaw, Co-Trustee

By: _____
Elaine Sorenson Marshall, Co-Trustee

STATE OF UTAH)
)ss.
County of Utah)

On the 4 day of ~~January~~ February, 2011, before me the undersigned, a notary public in and for said State, personally appeared Ryan Shaw, known or identified to me to be the Co-Trustee of the Rulon C. Shaw Revocable Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust executed the same in said partnership name.

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
NATALIE MURRAY
1344 West 4875 South
Riverdale, Utah 84405
My Commission Expires
January 20, 2012
STATE OF UTAH

Natalie Murray
Notary Public for Utah
Residing at: Hill AFB UT
My Commission Expires: Jan 20, 2012

STATE OF UTAH)
)ss.
County of Utah)

On the 1 day of ~~January~~ July, 2011, before me the undersigned, a notary public in and for said State, personally appeared Elaine Sorenson Marshall, known or identified to me to be the Co-Trustee of the Rulon C. Shaw Revocable Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust executed the same in said partnership name.

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
Janet Sanford
582310
My Commission Expires
April 10, 2014
STATE OF UTAH

Janet Sanford
Notary Public for Utah
Residing at: Provo, Utah
My Commission Expires: 4/10/2014

STATE OF UTAH)
)ss.
County of Utah)

On the 4 day of ~~January~~ February, 2011, before me the undersigned, a notary public in and for said State, personally appeared Ryan Shaw, known or identified to me to be the Co-Trustee of the Jean B. Shaw Family Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust executed the same in said partnership name.

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
NATALIE MURRAY
1344 West 4675 South
Riverdale, Utah 84405
My Commission Expires
January 20, 2012
STATE OF UTAH

Natalie Murray
Notary Public for Utah
Residing at: HILLAFB, UT
My Commission Expires: Jan 20, 2012

STATE OF UTAH)
)ss.
County of Utah)

On the 1 day of ~~January~~ February, 2011, before me the undersigned, a notary public in and for said State, personally appeared Elaine Sorenson Marshall, known or identified to me to be the Co-Trustee of the Jean B. Shaw Family Trust, which trust is one of the partners of Shaw Land & Livestock Company, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that such trust executed the same in said partnership name.

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
Janet Sanford
582310
My Commission Expires
April 10, 2014
STATE OF UTAH

Janet Sanford
Notary Public for Utah
Residing at: Provo, Ut.
My Commission Expires: 4/10/2014

G:\WPDATA\REP\15619 Shaw\quitclaim deed.llc.wpd

EXHIBIT "A"

Parcel 1:

That portion of the Southeast ¼ of the Southwest ¼, and that portion of the Southwest ¼ of the Southeast ¼, Section 16, Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho, lying Southerly of the centerline of a County Road, said centerline being fully described as follows:

COMMENCING at the Southeast corner of said Section 16, Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho;
Thence North 89°34' West, 1329.37 feet along the South boundary of said Section 16;
Thence North 875.24 feet along the East boundary of the Southwest ¼ of the Southeast ¼ of said Section to a point, said point being the REAL POINT OF BEGINNING;
Thence South 77°42' West, 348.65 feet;
Thence South 69°27' West, 678.55 feet;
Thence Westerly 49.83 feet around a curve to the right having a radius of 300.0 feet;
Thence South 78°58' West, 374.13 feet;
Thence Westerly 87.62 feet around a curve to the right having a radius of 300.0 feet;
Thence North 84°14' West 122.14 feet;
Thence Westerly 54.11 feet around a curve to the right having radius of 300.0 feet;
Thence North 73°58' West, 128.39 feet;
Thence North 78°41' West, 899.86 feet to a point on the West boundary of the Southeast ¼ of the Southwest ¼ of said Section 16, the said point being the terminus of said centerline. Subject to State of Idaho Amended Easement No. 5062; State of Idaho Easement No. 5089, No. 5112, No. 5113 and No. 5125.

Parcel 2:

Township 11 South, Range 39 East, Boise Meridian, Caribou County, Idaho:

Section 24: South ½ of Lot 1, Lots 2, 3, 4 Southwest ¼ of the Southeast ¼.

Section 25: Lots 1 and 2, West ½ of the Northeast ¼.

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho:

Section 19:

BEGINNING at the Northwest corner of Section 19 and running;
Thence South 690 feet;
Thence Northeasterly in a straight line to a point 60 feet East of the Northwest corner of the Northeast ¼ of the Northwest ¼, said Section:
Thence West along the North section line 1428.02 feet, more or less, to the POINT OF BEGINNING.

Section 30: Lots 1 and 2.

Except therefrom the following described tracts:

BEGINNING at the Northeast corner of Lot 1, said Section 30 and running;
Thence West 1366.37 feet, more or less, to the West Section line;
Thence South 360.77 feet along said Section line;
Thence East 1365.61 feet, more or less, to the East line of Lot 1;
Thence North 360.77 feet, to the POINT OF BEGINNING.

Parcel 3:

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 19:

Lots 1, 2, 3 and 4, West ¼ of the Northeast ¼ and the Southeast ¼ of the Northeast ¼ and the Northeast ¼ of the Southwest ¼ and the North ½ of the Southeast ¼.

Excepting therefrom the following:

BEGINNING at the Northwest corner of said Section 19 and running;
Thence South 690 feet;
Thence Northeasterly in a straight line to a point 60 feet East of the Northwest corner of the Northeast ¼ of the Northwest ¼, said Section 19;
Thence West along the North Section line 1428.02 feet, more or less, to the POINT OF BEGINNING.

Section 20: Southwest ¼ of the Northwest ¼ and the Southwest ¼ of the Southwest ¼.
Section 21: North ½ of the North ½ of the Southwest ¼ of the Northeast ¼.

Section 30:

BEGINNING at the Northeast corner of Lot 1, said Section 30, and running;
Thence West 1366.37 feet, more or less to the West Section line;
Thence South 360.77 feet along said Section line;
Thence East 1365.61 feet, more or less, to the East line of Lot 1;
Thence North 360.77 feet, to the POINT OF BEGINNING.

Parcel 4:

Caribou County, Idaho
Township 11 South, Range 40 East, Boise Meridian:
Section 20: Southeast ¼ of the Northwest ¼; and the Northeast ¼ of the Southwest ¼.

Parcel 5:

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 20:

BEGINNING at a point which is 1,316.79 feet South and 196.875 feet East of the North ¼ corner of said Section 20, and running;
Thence North 0°54'08" West 119.86 feet;
Thence North 79°29'16" East 314.24 feet;
Thence North 67°57'04" East 658.68 feet;
Thence South 0°54'08" West 423.77 feet;
Thence South 89°16'59" West 906.58 feet, to the POINT OF BEGINNING.

Together with access to the County Road over and existing easement at the East end of said premises.

Also:

Lots 3, 4, 5 and 6, Roper Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of Caribou County, Idaho, under recorder's Instrument No. 113432.

Parcel 6:

Township 11 South, Range 40 East, Boise Meridian, Caribou County, Idaho.

Section 17: South ½ of the South ½ of the Southwest ¼.
Section 18:

BEGINNING at the Northeast corner of the Southwest ¼ of the Southeast ¼ of said Section 18, and running;
Thence West 365 feet;
Thence South 1320 feet;
Thence East 365 feet;
Thence North 1320 feet, to the POINT OF BEGINNING.

Section 19: Northeast ¼ of the Northeast ¼.
Section 20: North ½ of the Northwest ¼; and the Southwest ¼ of the Northeast ¼; and the North ½ of the Southeast ¼; and the South ½ of the Southeast ¼ of the Northeast ¼.

Except therefrom the following described tracts:

1) BEGINNING at a fence corner located 42 feet North of the Southeast corner of the Northeast ¼ of the Northwest ¼ of said Section 20, and running;

Thence North 88°16'45" West along a fence 408.78 feet to the Southerly right of way of County Road;

Thence North 59°36' East along said road 473.73 feet;
Thence South 252 feet, to the POINT OF BEGINNING.

2) BEGINNING at a point South 66°21'30" West 1645.8 feet from the Northeast corner of said Section 20, and running;

Thence South 67°30' West 508.2 feet;
Thence South 80°03' West 227.1 feet;
Thence South 81°21' West 171.4 feet, to the TRUE POINT OF BEGINNING and running;
Thence South 82°41'20" West 223.44 feet
Thence South 63°16' West 645 feet;
Thence North 87°41'55" West 476.71 feet;
Thence North 06°50'40" West 354.17 feet;
Thence North 11°05'50" West 422.82 feet;
Thence South 89°10'58" East 488.6 feet;
Thence North 86°05'20" East 950 feet;
Thence South 12°46' West 392 feet;
Thence South 18°40' East 150 feet, to the POINT OF BEGINNING.

Except therefrom any portion lying within the right of way of County Roads.