

RECEIVED

DEC 05 2013

Department of Water Resources
Eastern RegionSTATE 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?
34-2144 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: James E. & Rita M. Lundy Family Trust
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Fred N. Imler; Bryan Imler
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- P.O. Box 836 Duncansville PA 16635
Mailing address City State ZIP
- (814) 943-5563 fimler@imlerspoultry.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. 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: *Fred N. Imler* Title, if applicable: _____ Date: 11/18/2013
Signature of new owner/claimant

Signature: *Bryan Imler* Title, if applicable: _____ Date: 11/18/2013
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: *JLB* Date: 12/6/2013 Receipt No.: E039353 Receipt Amt.: \$25.-
Approved by: *JLB* Processed by: *JLB* Date: 12/12/2013

248209

Custer County Reg. of

Time 4:19 P M Date 9/2, 2013

Barbara C. Tierney, Clerk

Deputy \$13.00

WARRANTY DEED

For valuable consideration received, GORDON J. LUNDY and BRIAN T. LUNDY, Trustees of THE JAMES E. LUNDY AND RITA M. LUNDY FAMILY TRUST under a Trust Agreement dated January 14, 2009, the Grantors, do hereby grant, bargain, sell and convey unto FRED N. IMLER, II, a single man, and BRYAN T. IMLER, a married man dealing with his sole and separate property, in equal shares, the Grantees, whose address is P. O. Box 836, Duncansville, Pennsylvania 16635, the following described real estate located in the County of Custer, State of Idaho, commonly known as "Lone Cedar Ranch", to-wit:

Township 8 North, Range 23 East, Boise Meridian
Section 8: SW 1/4 SE1/4 and SE 1/4 SW1/4
Section 17: NW 1/4 NE1/4 and NE 1/4 NW 1/4
And water right #34-2144 on the Lone Cedar Creek.

TOGETHER WITH all other minerals, mineral rights, water, water rights, ditches and ditch rights, appurtenant or otherwise related thereto, whether represented by decree, license, permit or otherwise, and all improvements, buildings, and fixtures situated on said property, and all tenements, hereditaments, and appurtenances thereto.

SUBJECT TO: All existing liens, encumbrances, covenants, restrictions, and reservations of record; all existing easements, claims of easement, and rights-of-way; all applicable building and zoning ordinances, use regulations and restrictions; all encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey, inspection of the premises or environmental assessment; and all accruing taxes and assessments.

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

In construing this Deed and where the context so requires, the singular includes the plural and the masculine, the feminine and neuter.

DATED this 18th day of September, 2013.

THE JAMES E. LUNDY AND RITA M. LUNDY FAMILY TRUST

Gordon J. Lundy 9/17/13 Brian T. Lundy 9/19/2013
 GORDON J. LUNDY, Trustee BRIAN T. LUNDY, Trustee

STATE OF Maryland)
) ss.
 County of Anne Arundel)

ON THIS 17th day of September, 2013, before me, John, Mohnasky, a Notary Public in and for said State, personally appeared GORDON J. LUNDY, known or identified to me to be the Trustee of THE JAMES E. LUNDY AND RITA M. LUNDY FAMILY TRUST under a Trust Agreement dated January 14, 2009, and the person whose name is subscribed to the within instrument as Trustee of the Trust, and acknowledged to me that he executed the same in that capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

John Robert Fenech Mohnasky
 Notary Public for:

Residing at:

My Commission Expires:

JOHN ROBERT FENECH MOHNASKY Notary Public
 Anne Arundel County, Maryland
 My Commission Expires: June 28, 2016

STATE OF UTAH)
) ss.
 County of Salt Lake)

ON THIS 18th day of September, 2013, before me, NICHOLAS J. WEBB, a Notary Public in and for said State, personally appeared BRIAN T. LUNDY, known or identified to me to be the Trustee of THE JAMES E. LUNDY AND RITA M. LUNDY FAMILY TRUST under a Trust Agreement dated January 14, 2009, and the person whose name is subscribed to the within instrument as Trustee of the Trust, and acknowledged to me that he executed the same in that capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Nicholas J. Webb
 Notary Public for WELLS FARGO BANK N.A.
 Residing at: 3885 S Wasatch Blvd SLC, UT 84109
 My Commission Expires: 11/28/2016

