

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 06 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?
21-4059 OP	Yes ☐		Yes ☐		Yes ☐
21-10233 OP	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: R. Warren Bratt, Gordon Bratt... Trustee of the Leora Bratt Tru.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Boles Family Trust February 22, 1992
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

351 South 1015 West Orem UT 84058
Mailing address City State ZIP
(801) 224-3709 shawna boles@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: November 22, 2013

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: James Boles trustee 12/3/13
Signature of new owner/claimant Title, if applicable Date
- Signature: Shawna Boles Trustee December 3, 2013
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 12/6/2013 Receipt No. E039357 Receipt Amt. \$23.-
Approved by [Signature] Processed by [Signature] Date 12/12/2013

SUPPORT DATA
IN FILE # 21-4059

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument No. 546743
22 Day Nov 2013
At 02 O'Clock 15 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$19.00
JF Deputy
Recorded at Request of
First American Title - Rexburg

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **486249-RI (ss)**

Date: **November 21, 2013**

For Value Received, **R. Warren Bratt, Gordon Bratt, and Vera Jean Welch** who took title as **Vera Stidham, as their sole and separate property, as to an undivided 1/2 interest and Clayne Spence Anderson, Trustee of the Leora Bratt Trust, as to an undivided 1/2 interest**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **The Boles Family Trust dated February 22, 1992**, hereinafter called the Grantee, whose current address is **351 S. 1015 W., Orem, UT 84058**, the following described premises, situated in **Fremont 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.

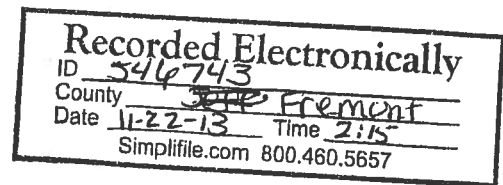
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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.

RECORDING REQUESTED BY

First American Title Company

AND WHEN RECORDED MAIL TO:

First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442



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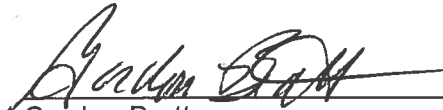
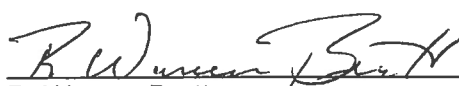
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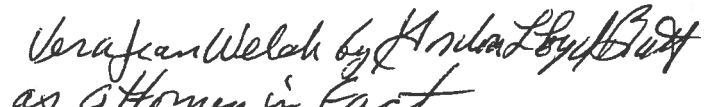
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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.

Date: 11/21/2013

Warranty Deed
- continued

File No.: 486249-RI (ss)


Gordon Bratt

R. Warren Bratt

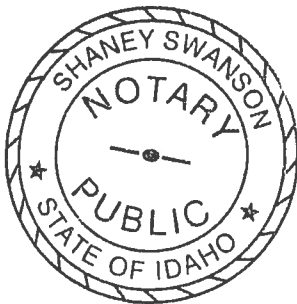

as Attorney in Fact
Vera Jean Welch by Gordon Loyd Bratt as
Attorney In Fact

Leora Bratt Trust


Clayne Spence Anderson, Trustee

STATE OF Idaho)
SS.
COUNTY OF Jefferson)

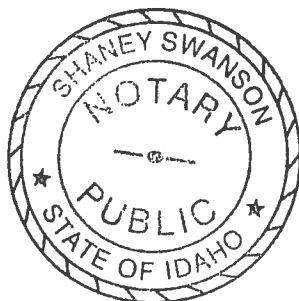
On this **Twenty-second day of November, 2013**, before me, a Notary Public in and for said State, personally appeared **Gordon Bratt and R. Warren Bratt**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Notary Public for the State of Idaho
Residing at: Idaho Falls, ID
My Commission Expires: 1-3-15

STATE OF Idaho)
SS.
COUNTY OF Jefferson)

On this **Twenty-second day of November, 2013**, before me, a Notary Public in and for said State, personally appeared **Clayne Spence Anderson**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **Leora Bratt Trust** Trust, and acknowledged to me that he executed the same as such Trustee.




Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-3-15

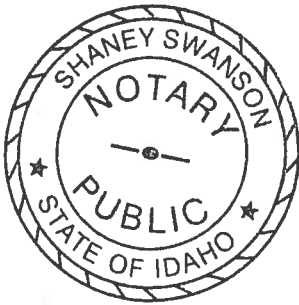
Date: **11/21/2013**

Warranty Deed
- continued

File No.: **486249-RI (ss)**

STATE OF Idaho)
SS.
COUNTY OF Jefferson)

On this **Twenty-second day of November, 2013**, before me, a Notary Public in and for said State, personally appeared **Gordon Bratt**, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument as the attorney in fact of **Vera Jean Welch**, and acknowledged to me that he subscribed the name of **Vera Jean Welch** thereto as principal, and his own name as attorney in fact.



A handwritten signature in black ink, appearing to read "Shaney Swanson", written over a horizontal line.

Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-3-15

Date: 11/21/2013

Warranty Deed
- continued

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EXHIBIT A

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, SECTION 3, TOWNSHIP 8 NORTH, RANGE 42, E.,B.M., FREMONT COUNTY, IDAHO AND RUNNING THENCE WEST 95 FEET; THENCE SOUTH 02° WEST 89 FEET; THENCE NORTH 88° WEST 170 FEET; THENCE SOUTH 09° WEST 446 FEET; THENCE SOUTH 14°30' WEST 335 FEET; THENCE SOUTH 83°45' EAST 289 FEET; THENCE NORTH 69° EAST 166 FEET; THENCE NORTH 300 FEET; THENCE EAST 227 FEET; THENCE NORTH 55°15' EAST 326 FEET; THENCE NORTH 342 FEET; THENCE WEST 516 FEET; THENCE SOUTH 8 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.