

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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NOV 12 2013

Department of Water Resources
Eastern 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?
22-1211204	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Alan and Denise Smith
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Travis Freeland Emily Freeland
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- Mailing address 8890 S100 E Victor ID 83455
City State ZIP
- Telephone (669) 318-4149 Email travis and emily@gmail.com

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: 8/3/2011
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.

8. Signature: [Signature] Title, if applicable _____ Date Nov 4th 2013
- Signature: [Signature] Title, if applicable _____ Date 11/4/13

For IDWR Office Use Only:

Received by [Signature] Date 11/12/2013 Receipt No. E039287 Receipt Amt. \$25. -

Approved by [Signature] Processed by [Signature] Date 11/15/2013

161611
WARRANTY DEED

RECEIVED

JUN 09 2004

TETON CO., ID
CLERK RECORDER

For Value Received **Alan R. Smith and Denise R. Smith, husband and wife**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Mountainside Village, LLC, an Idaho limited liability company

whose address is: **2160 Coyote Loop, Wilson, WY 83014**

Hereinafter called the Grantee, the following described premises situated in Teton County, Idaho, to-wit:

A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, more particularly described as follows: Commencing at the Southwest Corner of said Section 12, Thence running North 0°01' West 445.5 feet; thence South 89°43' East 175.82 feet to the true point of beginning; thence continuing South 89°43' East 175.82 feet, thence North 0°01' West 247.75 feet, thence North 89°43' West 175.82 feet, thence South 0°01' East 247.75 feet to the point of beginning. Subject to right-of-way of an existing road running North and South to the East of the property and which serves neighboring homes. Said right-of-way shall not be used for any other purpose except a roadway for ingress and egress from the land herein conveyed.

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.

Dated: June 7, 2004


Alan R. Smith


Denise R. Smith

STATE OF Idaho

COUNTY OF TETON

Instrument # 161611

DRIGGS, TETON, IDAHO

2004-06-09

10:58:36 No. of Pages: 1

Recorded for: FIRST AMERICAN TITLE

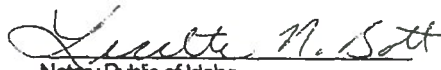
NOLAN G. BOYLE

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: DEED, WARRANTY

On this 7th day of June, 2004, before me, a Notary Public, personally appeared Alan R. Smith and Denise R. Smith, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public of Idaho
Residing at: Teton, Id.
Commission Expires: 1-3-06



161611

WARRANTY DEED

Order No.: 3051117500KB

FOR VALUE RECEIVED

Mountainside Village, LLC, an Idaho ~~CORPORATION~~ Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Emily F Freeland and Travis W Freeland, Husband and Wife

whose current address is

8898 South 100 East Victor, ID 83455

the grantee(s), the following described premises, in Teton County, Idaho, TO WIT:

A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 45 East, Boise Meridian, Teton County, Idaho, more particularly described as follows: Commencing at the Southwest corner of said Section 12, thence running North 0°01' West 445.5 feet; thence South 89°43' East 175.82 feet to the true point of beginning; thence continuing South 89°43' East 175.82 feet, thence North 0°01' West 247.75 feet, thence North 89°43' West 175.82 feet, thence South 0°01' East 247.75 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 8-3-11

Mountainside Village, LLC

[Signature]
By: Lawrence E Thal, Manager

State of ID }
County of Teton } ss.

On this 3 day of August, 2011, before me, a Notary Public in and for said state, personally appeared Lawrence E Thal known or identified to me to be the Manager of the Limited Liability Company known as Mountainside Village, LLC who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public for the State of Idaho
Residing at: Driggs
Commission Expires: 4/16/13