

Reviewed 10/2/2013

STATE 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?
34-14211	Yes ☒	34-14211	Yes ☐		Yes ☐
34-14213	Yes ☒	34-14213	Yes ☐		Yes ☐
34-14215	Yes ☒	34-14215	Yes ☐		Yes ☐
34-14171	Yes ☒	34-14171	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Robert & Diana Nielson
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Travis Rehner
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or ☐
P.O. Box 32
Mailing address
Mockay ID 83251
City State ZIP
588-3232 trapehr@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: 2012

6. 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: [Signature] Title, if applicable: _____ Date: 10-2-13
Signature of new owner/claimant

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

For IDWR Office Use Only:

Received by: [Signature] Date: 10/2/2013 Receipt No.: E039181 Receipt Amt.: \$400.-
Approved by: [Signature] Processed by: [Signature] Date: 10/15/2013

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

245301

Custer County Rec. of

*First American Title Co*Time *12:00 P* M Date *3-1*, 20*12*

Barbara C. Tierney, Clerk

Bonnie Crisp \$19.00
Deputy

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 407514-B (Id)

Date: March 1, 2012

For Value Received, **Robert N. Nielson and Diana L. Nielson, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Travis Randall Pehrson and Michelle Marie Pehrson, husband and wife**, hereinafter called the Grantee, whose current address is 4445 Beverland Lane, PO Box 32, Mackay, ID 83251, the following described premises, situated in Custer County, Idaho, to-wit:

Part of the Northwest ¼ of the Southeast ¼, Northeast ¼ of the Southwest ¼, and the Southeast ¼ of the Northwest ¼ lying South of the U.S. Highway 93 right of way and part of the Southwest ¼ of the Southeast ¼, and the Southeast ¼ of the Southwest ¼ lying North of the Sutter Ditch, Section 5, Township 6 North, Range 25 East of the Boise Meridian, Custer County, Idaho, described as:

Commencing at the Southeast corner of Section 5, said point being a ½" iron rod; thence N 00°28'06" W 1414.13 feet along the section line to a point on the Southerly U.S. Highway 93 right of way, said point being a ½" iron rod with plastic cap marked HLE PLS 12222 which bears S 00°28'06" E 1335.82 feet from the East ¼ corner of said section, said point being marked by a ¾" iron rod; thence N 65°06'07" W 1678.85 feet along said right of way to the Point of Beginning; thence S 00°30'09" E 1454.88 feet to point on the North side of the Sutter Ditch as described in deed instrument number 240784; thence along said ditch the following eleven (11) courses: (1) N 84°12'15" W 662.71 feet; (2) S 74°44'30" W 407.11 feet; (3) N 81°06'41" W 145.68 feet; (4) N 71°07'31" W 29.34 feet; (5) N 71°00'40" W 168.78 feet; (6) N 72°14'58" W 155.91 feet; (7) N 79°10'55" W 134.66 feet; (8) N 82°57'48" W 212.54 feet; (9) N 76°59'22" W 232.01 feet; (10) N 79°15'21" W 237.53 feet; (11) N 83°13'47" W 174.99 feet to the East line of deed instrument number 240798; thence along said deed instrument number 240798 the following two (2) courses: (1) N 00°11'17" E 461.39 feet; (2) N 89°10'49" W 43.13 feet to the West 1/16th line; thence N 00°36'00" E 25.65 feet to the Southwest corner of the Northeast ¼ of the Southwest ¼; thence N 00°36'00" E 1354.57 feet to the Southwest corner of the Southeast ¼ of the Northwest ¼; thence N 00°43'40" E 517.85 feet along the West line of said Southeast ¼ of the Northwest ¼ to the Southerly right of way of said U.S. Highway 93; thence S 65°06'07" E 2773.87 feet along said right of way to the Point of Beginning.

TOGETHER WITH the following Deed Restrictions:

1. No mobile home(s) or modular style home(s) shall be on the property at any time, unless it is a new modular home permanently attached to a foundation.
2. All parcel owners shall keep property and all improvements on the property clean, safe, and attractive and in repair. No trash, waste, gargage, junk, junk cars or refuse shall be evident on the property.

245301

Date: 03/01/2012

Warranty Deed
- continued

File No.: 407514-B (Id)

3. No outdoor toilet facilities are allowed with exception of a portable toilet or "porta-potty" during construction of new residential structure. Or where as need for family or friend functions.

4. No noxious or illegal activity shall be carried on upon any parcel nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. An R.V. may only be lived in during the construction phase and only one R.V. shall be stored on the property at one time. Camping in multiple R.V's shall not be long-term but shall be restricted to short periods of visits by family and friends.

6. All future utilities shall be underground if possible.

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.

245301

Date: 03/01/2012

Warranty Deed
- continued

File No.: 407514-B (4)


 Robert N Nielson


 Diana L Nielson

Travis Randall Pehrson

Michelle Marie Pehrson

 STATE OF Idaho)
) ss.
 COUNTY OF Bingham (Twin Falls))

On this 5th day of March, 2012, before me, a Notary Public in and for said State, personally appeared Robert N Nielson and Diana L Nielson, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

 LINDA DeBOARD
 NOTARY PUBLIC
 STATE OF IDAHO


 Notary Public of Idaho

Residing at: Blackfoot, Idaho

Commission Expires: 11/27/2015 5-5-2016

 STATE OF Idaho)
) ss.
 COUNTY OF Bingham)

On this _____ day of March, 2012, before me, a Notary Public in and for said State, personally appeared Travis Randall Pehrson and Michelle Marie Pehrson, known or identified to me 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: Blackfoot, Idaho
 Commission Expires: 11/27/2015

245301

Date: 03/01/2012

Warranty Deed
- continued

File No.: 407314-B (Id)

Robert N Nielson



Travis Randall Pehrson

Diana L Nielson



Michelle Marie Pehrson

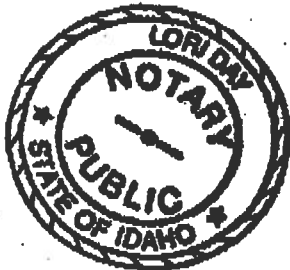
STATE OF Idaho)
SS.
COUNTY OF Bingham)

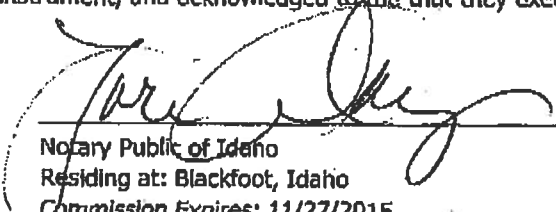
On this _____ day of March, 2012, before me, a Notary Public in and for said State, personally appeared **Robert N Nielson and Diana L Nielson**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 11/27/2015

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 16th day of March, 2012, before me, a Notary Public in and for said State, personally appeared **Travis Randall Pehrson and Michelle Marie Pehrson**, known or identified to me 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: Blackfoot, Idaho
Commission Expires: 11/27/2015