

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JUN 27 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?
29-91B <i>OK</i>	Yes ☐	29-10330 <i>OK</i>	Yes ☐		Yes ☐
29-93B <i>OK</i>	Yes ☐	29-10331 <i>OK</i>	Yes ☐		Yes ☐
29-107B <i>OK</i>	Yes ☐	29-10332 <i>OK</i>	Yes ☐		Yes ☐
29-10327 <i>OK</i>	Yes ☐	29-13231 <i>OK</i>	Yes ☐		Yes ☐
29-10329 <i>OK</i>	Yes ☐	29-13232 <i>OK</i>	Yes ☐		Yes ☐

2. Previous Owner's Name: Colleen L. Andrus, Jim Andrus, Kenneth D. Andrus
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): King Creek Grazing Association, Inc., Tim Munns, President
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------|----------------------------|-----------|--------------|
| <u>P.O. Box 670</u> | <u>Snowville</u> | <u>UT</u> | <u>84336</u> |
| Mailing address | City | State | ZIP |
| <u>435-279-4420</u> | <u>tmunns@wildblue.net</u> | | |
| 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: 12/17/2012
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: *Tim Munns* President *June 20 2013*
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by *[Signature]* Date *6/27/2013* Receipt No. *E038830* Receipt Amt. *\$250.-*
Approved by *[Signature]* Processed by *[Signature]* Date *7/15/2013*

SUPPORT DATA

FILE # *29-91B*

Instrument # 190849

CARIBOU COUNTY

12-31-2012 02:57:29 No. of Pages: 3

Recorded for . CARIBOU TITLE

VEDA MASCARENAS

Ex-Officio Recorder Deputy

Fee: 16.00

Index to: SPECIAL WARRANTY DEED

S. Reeves

AFTER RECORDING RETURN TO:

Max A. Hansen
P.O. Box 1301
Dillon, MT 59725

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, CRMX-179 LLC, a Montana Limited Liability Company, Grantor, of P.O. Box 1031, Dillon, Montana 59725, hereby grants unto King Creek Grazing Association, Inc., Grantee, of 10385 West 11600 North, Tremonton, Utah, 84337, the following described real property situated in Caribou County, Idaho, and more particularly described as follows:

Caribou County, Idaho:

Township 6 South, Range 38 East of the Boise Meridian:

Section 26: $W\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$, ALSO, a tract in the $NW\frac{1}{4}$ more particularly described as follows:

Beginning at the center of said Section 26, and running

Thence West 2640 feet;

Thence North 1440 feet;

Thence East 2150 feet, more or less, to the Westerly bank of the Portneuf Marsh Valley Feeder Canal;

Thence Northeasterly along the said canal bank 450 feet, more or less, to the East line of the $NW\frac{1}{4}$ of the said Section 26;

Thence South 1750 feet, more or less,

To the Point of Beginning.

Section 35: $N\frac{1}{2}N\frac{1}{2}$.

Section 36: $N\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$.

TOGETHER WITH all improvements, fixtures and appurtenances situate on the above-described property.

FURTHER TOGETHER WITH all easements or interest in easements appurtenant to the real property which are or have been utilized in conjunction with the property for Grantor's benefit.

FURTHER TOGETHER WITH all and singular the hereinbefore described premises, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and

the reversion and reversions, remainder and remainders, rent, issues and profits thereof; and also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the Grantor, of, in or to the said premises, and every part and parcel thereof, with appurtenances thereto belonging.

TO HAVE AND TO HOLD unto the Grantee, and to its successors and assigns, forever,
SUBJECT TO THE FOLLOWING:

- a) Reservations and exceptions in patents from the United States and the State of Idaho.
- b) Any and all existing covenants, conditions, restrictions, exceptions, reservations, encumbrances, easements and rights of way, whether or not of record.
- c) Any and all mineral and royalty reservations or conveyances of record, oil and gas leases of record, and mineral leases of record.
- d) County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder of Caribou County, Idaho.
- e) Rights of the public in and to that portion of the premises described herein taken or used for road purposes, if any.
- f) Covenants, conditions, restrictions and reservations contained in all prior deeds of record with respect to the real property described above or any portion thereof.
- g) Liens for any personal property taxes of the vestee or taxes due upon improvements upon said real property that may be a lien upon the real property described herein as provided by Idaho statutes or regulations.
- h) Taxes and assessments for 2012 and subsequent years.

Grantor, for itself and its successors and assigns, expressly limits the covenants of this deed to those herein expressed, and warrants and covenants to grantee only that prior to the execution of this deed, and except as to those encumbrances and conveyances made by Grantor which are included within exceptions (a) through (h) above, Grantor has not conveyed the above-described property, or any right, title or interest therein, to any person other than the Grantee, and that the above-described property is free from encumbrances done, made or suffered by the Grantor or any person claiming under it. Grantor, its successors and assigns, does hereby covenant with the Grantee, its heirs, personal representatives, successors and assigns, to warrant and defend the title to the premises hereby conveyed but only the express terms of this special warranty deed, against the claim of every person whatsoever, claiming by, through or under the said Grantor.

Except for the warranties of title contained herein and subject to limitations hereon contained in this conveyance, Grantee agrees by acceptance of this Special Warranty Deed and its delivery and recording in Caribou County, Idaho, that it expressly accepts the property described above and all of its improvements, fixtures and appurtenances, "as is", "where is", and "with all faults" and without any warranty, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

DATED EFFECTIVE this 17th day of December, 2012.

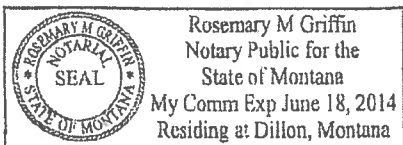
GRANTOR:

CRMX-179 LLC
A Montana Limited Liability Company
By Consolidated Reverse Management, Inc., Sole Member

By *Max A. Hansen*
Max A. Hansen, President

STATE OF Montana)
)ss.
County of Beaverhead)

THIS INSTRUMENT was acknowledged this 17th day December, 2012, by Max A. Hansen, President of Reverse Exchange Services, Inc., Sole Member of CRMX-179 LLC, a Montana Limited Liability Company.



Rosemary M Griffin
(Signature of Notary Public)

ROSEMARY M. GRIFFIN
(Name of Notary Public Printed or Typed)
Notary Public for the State of Montana
Residing at: Dillon, MT
My commission expires: June 18, 2014