

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

Notice of Change in Water Right Ownership

MAY 17 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?
35-08209 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Brent K Young and Shelli L Young
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jared M Harris & Sonya Harris
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|---------------------|-----------------------------------|-----------|--------------|
| <u>266 W Bridge</u> | <u>Blackfoot</u> | <u>ID</u> | <u>83221</u> |
| Mailing address | City | State | ZIP |
| <u>208-785-2310</u> | <u>jharris@bakerharrislaw.com</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: 5/8/2013
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: *Jared Harris* 5/15/2013
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 *JH* Date 5/20/2013 Receipt No. E038702 Receipt Amt. \$25.-
Approved by *JH* Processed by *JH* Date 10/5/2013

463045

RECORDING REQUESTED BY:
Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Instrument # 649082

BINGHAM COUNTY, IDAHO
2013-05-09 10:49:25 AM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$13.00
Ex-Officio Recorder Deputy CMiles
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

space above this line for Recording use only

WARRANTY DEED

For Value Received, SHELLI LYNN YOUNG, the Grantor, does hereby grant, bargain, sell, and convey unto JARED M. HARRIS and SONYA HARRIS, husband and wife, the Grantees, of 387 W 300 N, Blackfoot, Idaho 83221, the following-described premises, to-wit:

A portion of the SW1/4 of Section 26, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, described as:

Beginning at a point on the S. line of the State Highway 153.6 feet W. and 33 feet S. of the center of said Section 26, thence W. 567.4 feet, thence S. 165.4 feet, more or less, to the N. line of the Utah-Idaho Sugar Company property, thence S. 73°52' E. 589.2 feet, more or less, to a point 331 feet, more or less S. of the point of beginning, thence N. 331 feet, more or less to the point of beginning.

Conveyance of the above described real property is made free and clear from all encumbrances except: (1) rights of way and easements which would be disclosed by inspection of the premises, (2) reservations in Federal patents and State deeds, (3) or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations, and ordinances of any governmental unit, (4) any encumbrances created or caused by reason of any act or deed of buyers.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

463045

RECORDING REQUESTED BY:
Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Recorded Electronically	
ID	049082
County	BINGHAM
Date	5-9-13
Time	10:44 AM
Simplified form 800 441 4447	

space above this line for Recording use only

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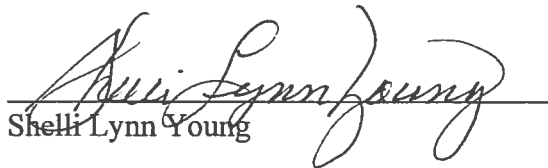
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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

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

DATED this 8th day of May, 2013.


Shelli Lynn Young

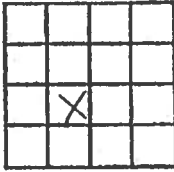
STATE OF IDAHO)
 : ss.
County of Bingham)

On this 8th day of May, 2013, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared SHELLILYNN YOUNG, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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




Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 12-3-13



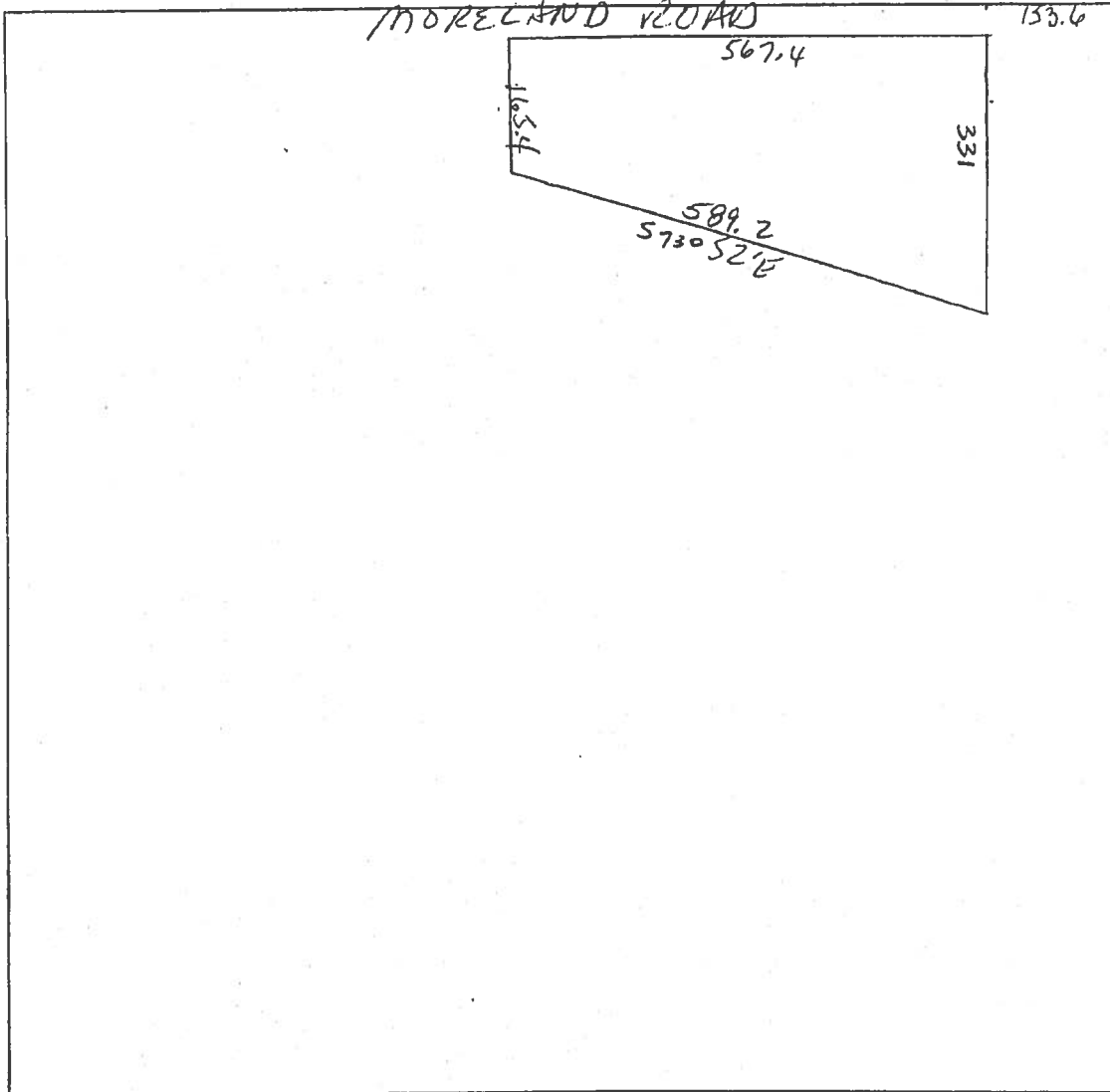
1"=200'

NE 1/4 SW 1/4

26-25-34E

CHC

N
↑



THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING THE PREMISES AND THE
COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
IF ANY, WITH AN ACTUAL SURVEY.
FIRST AMERICAN TITLE COMPANY