

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 24 2012

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?
35-7387	Yes ☒ Split into 35-14304	35-14304	Yes ☒	435-14305	Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Tate Bailey

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Marilyn Clement

Name of each new owner as listed on the conveyance document

New owner continued

Name connector ☐ and ☐ or ☐ and/or

110 N. 900 W.

Mailing address

Blackfoot

City

ID

State

83221

ZIP

208-684-4287

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: 9-2-2009

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: Marilyn Clement

Signature of new owner/claimant

Title, if applicable

10-22-2012

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

10/24/2012

Receipt No.

E038141

Receipt Amt.

\$75. -

Approved by

Processed by

DB

Date

12/18/2012

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

Instrument # 610582
BINGHAM COUNTY, IDAHO
09-04-2009 02:06:40 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 6.00
Ex-Officio Recorder Deputy CMiles
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **309350-B (vb)**

Date: **September 02, 2009**

For Value Received, **Hillarie Bailey and Tate Bailey, wife and husband**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Marilyn Clement, an unmarried person**, hereinafter called the Grantee, whose current address is **110 North 900 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 2 South, Range 34 East, B.M., Bingham County, Idaho described as:

Beginning at point that is N 00°02'00" E 420.00 feet along the section line and S 89°16'35" W 30.00 feet to the West right-of-way line of a county road from the Southeast corner of said Section 28 and running thence S 89°16'35" W 110.20 feet; thence N 00°02'00" E 168.70 feet; thence S 89°41'03" E 23.44 feet; thence N 00°02'00" E 23.00 feet; thence S 89°44'17" E 86.75 feet to the West right-of-way line of a county road; thence S 00°02'00" W 189.78 feet along said right-of-way line to the point of beginning.

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.

Date: 09/02/2009

Warranty Deed
- continued

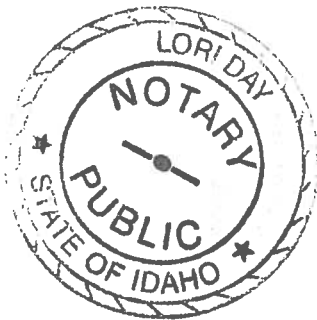
File No.: 309350-B (vb)

Hillarie Bailey
Hillarie Bailey

Tate Bailey
Tate Bailey

STATE OF Idaho)
COUNTY OF Bingham)
SS.

On this 4th day of September, 2009, before me, a Notary Public in and for said State, personally appeared **Hillarie Bailey and Tate Bailey**, 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.



Lori Day
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 10/21/2009

