

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

NOV 15 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?
35-2317A OK	Yes ☐	35-8744 OK	Yes ☐		Yes ☐
35-2317B OK	Yes ☐		Yes ☐		Yes ☐
35-7478 OK	Yes ☐		Yes ☐		Yes ☐
35-7479A OK	Yes ☐		Yes ☐		Yes ☐
35-7479B OK	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Gary R. Fielding

Name of current water right holder/claimant

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

Name of each new owner as listed on the conveyance document

Kenea Leavitt

New owner continued

Name connector

☐ and

☒ or

☐ and/or

220 N 740 W

Mailing address

Blackfoot

ID

83221

City

State

ZIP

208-684-5435

spudsrus@ida.net

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: November 1, 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]

Signature of new owner/claimant

Title, if applicable

Date

11-9-12

Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

11-9-12

For IDWR Office Use Only:

Received by [Signature]

Date 11/15/2012

Receipt No. E038187

Receipt Amt. \$300. -

Approved by [Signature]

Processed by [Signature]

Date 11/19/2012

\$150. - for this ap

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

Instrument # 643791

BINGHAM COUNTY, IDAHO

2012-11-13 11:29:34 AM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$19.00
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, Home Farm, LLC, an Idaho limited liability company, G. Fielding Blackfoot River Ranch, LLC, an Idaho limited liability company, and Gary R. Fielding, also known as Gary Ralph Fielding, and his spouse Kathleen Fielding as to any community property interest she may claim, the Grantors, do hereby grant, bargain, sell, and convey unto Dennis Leavitt and Kenea Leavitt, husband and wife, of 220 N 740 W, Blackfoot, ID 83221, the Grantees, the following-described premises, to-wit:

Parcel 1

Township 1 South, Range 35 E.B.M., Bingham County, Idaho
Section 35: NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel 2

Township 1 South, Range 35 E.B.M., Bingham County, Idaho
Section 35: SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING that portion lying south of the New Lavaside Road.

ALSO EXCEPTING THEREFROM: Commencing at the SE corner of Section 35: thence North 89°46'00" West 1826.96 feet along the Section line; thence North 20°17'39" East 135.23 feet to the North Right of Way of a County Road, and the Point of Beginning; thence following said Right of Way the following six (6) courses (1) North 83°04'35" West 68.45 feet; thence (2) North 87°42'17" West 59.99 feet; thence (3) South 87°01'37" West 183.89 feet; thence (4) South 87°38'53" West 217.97 feet; thence (5) North 88°57'18" West 201.40 feet; thence (6) North 84°55'09" West 135.88 feet to the West line of the SE $\frac{1}{4}$; thence North 00°25'20" West 240.67 feet along said West line; thence South 89°46'00" East 451.06 feet; thence North 40°37'39" East 361.55 feet; thence North 54°18'08" East 342.57 feet; thence South 59°09'25" East 161.96 feet; thence South 20°17'39" West 680.19 feet to the Point of Beginning.

SUBJECT TO a 50 foot Ingress/Egress Easement over the West 50 feet of above described parcel.

Parcel 3

Township 1 South Range 35 E.B.M., Bingham County, Idaho
Section 36: SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

LESS Part of the South $\frac{1}{2}$ of Section 36 T1S, R35, E.B.M. Bingham County, Idaho, described as:

Beginning at a point that is E 1710.50 feet along the section line from the SW corner of said Section 36 and running thence E 1466.27 feet along the section line; thence N 35°45'07" W 946.01 feet; thence S 40°15'33" W 746.95 feet; thence S 65°20'54" W 474.03 feet to the point of beginning.

COPY

Parcel 4

Township 1 South, Range 35 E.B.M., Bingham County, Idaho

Section 36: NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel 5

Township 1 South, Range 35 E.B.M., Bingham County, Idaho

Section 36: NW $\frac{1}{4}$

Water Right Nos. 35-2317A; 35-2317B; 35-7478; 35-7479A; 35-7479B; 35-8744

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 9th day of November, 2012.

Home Farm, LLC

By: _____

Gary R. Fielding
Gary R. Fielding, member

G. Fielding Blackfoot River Ranch, LLC

By: _____

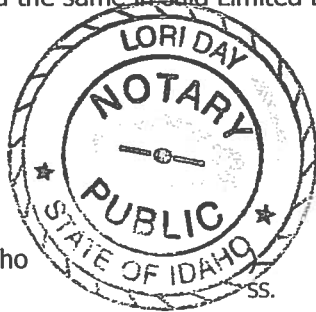
Gary R. Fielding
Gary R. Fielding, member

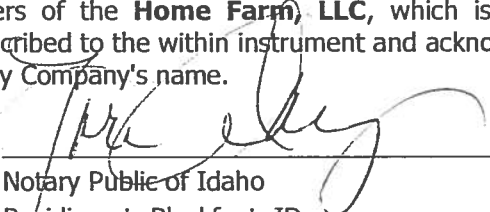
Gary R. Fielding
Gary R. Fielding

Kathleen Fielding
Kathleen Fielding

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **Ninth day of November, 2012**, before me, a Notary Public in and for said State, personally appeared **Gary R. Fielding**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Home Farm, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.

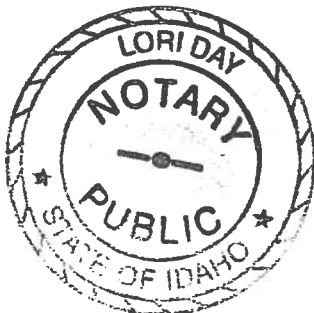


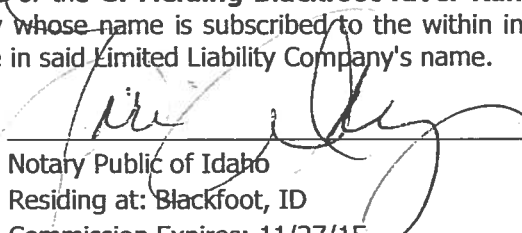


Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 11/27/15

STATE OF Idaho)
COUNTY OF Bingham)

On this **Ninth day of November, 2012**, before me, a Notary Public in and for said State, personally appeared **Gary R. Fielding**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **G. Fielding Blackfoot River Ranch, LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that he executed the same in said Limited Liability Company's name.



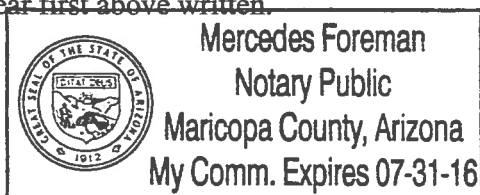


Notary Public of Idaho
Residing at: Blackfoot, ID
Commission Expires: 11/27/15

STATE OF ARIZONA)
 : ss.
County of maricopa)

On this 1st day of November, 2012, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Kathleen Fielding, a married person, 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.

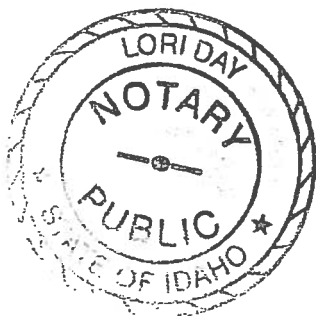


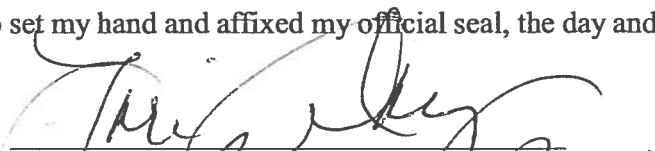

Notary Public
Residing at: Wells Fargo
My Commission Expires 7/31/2016

STATE OF IDAHO)
 : ss.
County of Bingham)

On this 9th day of November, 2012, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Gary R. Fielding, a married person, 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
Residing at: Blackfoot Idaho
My Commission Expires 11/27/2015