

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
31-11786					

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Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)	Paulo J. Brassanini
	P.O. Box 104
	Terreton, ID 83450
4. New Owner/Claimant(s)	Jonathan and Cara Shuldberg
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	1285 N. 1600 E.
City, State and ZIP Code	Terreton, ID 83450
New Telephone Number	(208) 663-4856
	Email: jonandcara@mudlake.net

5. Date you acquired the property

March 3, 2009

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Jonathan H. Shuldlager

(title if applicable)

Cara N Shuldlager

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by JPSReceived by JPSProcessed by AJDate 5/3/10Date 5/3/10Date Receipt Amt. \$25.Receipt No. E035786WR Date



United States Department of Agriculture
Farm Service Agency
Jefferson County, Idaho February 18, 2009

Farm: 207
Tract: 446
8-5-35



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WARRANTY DEED

THIS INDENTURE is made this ____ day of February, 2009, by PAULO J. BRASSANINI, an unmarried man,, the "Grantor", and JONATHAN KEITH SHULDBERG and CARA NIKELLE SHULDBERG, husband and wife, whose mailing address is 1528 East 1500 North, Terreton, Idaho 83450, the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Jefferson, State of Idaho, to-wit:

Southwest Quarter Northwest Quarter, Northwest Quarter
Southwest Quarter of Section 8, Township 5 North, Range 35
East, Boise Meridian, Jefferson County, Idaho.

Excepting therefrom: 1970 Fleetwood 12 x 60 mobile home.

SUBJECT to:

- a. All existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises;
- b. The agreement and the terms and conditions contained therein between Harrison J. Barrus and Roma M. Barrus, husband and wife, and C. Theo Taylor and Rosalind Taylor, husband and wife, recorded October 15, 1980 as Instrument No. 206305 in the Official Records for the purpose of well use and maintenance;
- c. The terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in an Amendment to Well Agreement, recorded October 15, 1980 as Instrument No. 206306 in the Official Records; and

- d. The terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in an Amendment to Well Agreement, recorded November 22, 2004 as Instrument No. 335483 in the Official Records;

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

GRANTOR:

PAULO J. BRASSANINI, an unmarried man

STATE OF IDAHO)
)ss.
County of _____)

On the this _____ day of February, 2009, before me, the undersigned, a notary public, in and for said State, personally appeared **PAULO J. BRASSANINI, AN UNMARRIED MAN**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(seal)

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: _____

G:\WPDATA\ARLHM0517-02, Brassanini, Paulo\20090202, WarrantyDeed

ALLIANCE TITLE & ESCROW CORP

WARRANTY DEED

3060819593

CNS THIS INDENTURE is made this 16th day of March, 2009, by PAULO J. BRASSANINI, an unmarried man, the "Grantor", and JONATHAN KEITH SHULDBERG and CARA NIKELLE SHULDBERG, husband and wife, whose mailing address is 1528 East 1500 North, Terreton, Idaho 83450, the "Grantee".

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Department of Water Resources
Eastern Region

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In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

GRANTOR:

PAULO J. BRASSANTINI, an unmarried man

STATE OF IDAHO)
)ss.
County of Jefferson)

On the this 16th day of March, 2009, before me, the undersigned, a notary public, in and for said State, personally appeared **PAULO J. BRASSANINI, AN UNMARRIED MAN**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 10/01/10

