



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

5 0 15 11

OCT 17 1994

Department of Water Resources
Southern Region OfficeDATE OF CLOSING: 8-25-94

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
 Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
 Lot _____, Block _____, Subdivision/Townsite _____
 If you have additional legal descriptions, please attach separate sheet.

RECEIVED
OCT 18 1994

Department of Water Resources
Eastern District Office

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s)
Assigned by IDWR: A29-04012A = A29-04012B

[] Name and Address of Former Owner/Claimant(s)(Seller): KENNETH ELLIS, PRESIDENT

AQUA LIFE, INC.
RT. 4-BOX 5033 BOHL, ID. 83316

[] New Owner/Claimant (Purchaser): ROGER FERGUSON, PRESIDENT

[] New Mailing Address: CRYSTAL SPRINGS, INC.

P.O. BOX 519

REXBURG, IDAHO 83440

[] New Telephone Number: (208) 356-3716

[] Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[] Attach proof of ownership, describe proof attached: SEE ATTACHED WARRANTY DEED

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[] Signature of New Owner/Claimant(s): Crystal Springs, Inc. Date 10-11-94

Roger Ferguson President Date 10-11-94

[] Signature of Former Owner/Claimant(s): _____ Date _____

_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
 Copies to Former Owner and New Owner

NOV 13 1994

WARRANTY DEED

Warranty deed made this 25th day of Aug., 1994, between Aqua Life, Inc., an Idaho corporation ("Grantor"), and Crystal Springs, Inc., an Idaho corporation ("Grantee"), whose address is 950 South 1800 West, Post Office Box 125, Springfield, Idaho 83277, witnesseth:

That Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant, bargain, sell, convey, and confirm unto Grantee and its heirs and assigns forever, all of the following described real estate situated in the County of Power, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

And Grantor and its heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, its heirs and assigns against Grantor and its heirs and against all and every person or persons whomsoever, lawfully claiming the same through Grantor.

The Grantee, by accepting and recording this Deed, does not intend a merger of the title herein conveyed with its interest under that certain mortgage dated February 9, 1994 and

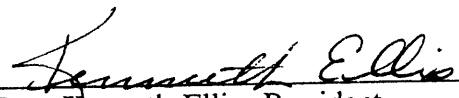
NOV 13 1996

recorded February 15, 1994 as Instrument No. 160857 in the Official Records of Power County, Idaho, and it is the intention of the parties hereto that the property above-described shall remain subject to the lien of said mortgage as a first lien upon the property, unless and until the same is released by the Grantee, and Grantee shall retain all rights to foreclose any junior liens pursuant to said mortgage.

This instrument is intended to effectuate an absolute conveyance and is not given as additional security. Part of the consideration for this instrument is full satisfaction of that certain Promissory Note dated February 9, 1994 given by Grantor to Grantee. Grantor declares that this conveyance is freely and fairly made and there are no agreements or understandings between the parties hereto, oral or written, other than this instrument, with respect to said property. Grantor and Grantee verily believes that the aforesaid consideration received by Grantor represents at least the fair value of the property conveyed to Grantee by this instrument.

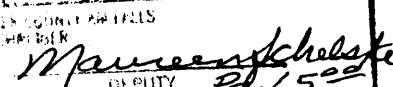
IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

AQUA LIFE, INC., an Idaho corporation


By: Kenneth Ellis, President

WARRANTY DEED - 2

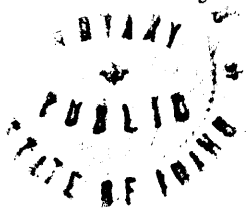
162145

Instrument #	
Book #	8
Time	2:40 PM
Name of	American Land
Title	
AUG 3 1994	
POWER COUNTY CLERK	
BY  DEPUTY	

STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of August, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared **Kenneth Ellis**, known to me to be the person whose name is subscribed to the within instrument, and acknowledge 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.



(gjm\2695\deeds\deed.001)

[Signature]
Notary Public for Idaho
Residing at Boise, Id
My Commission Expires 03/07/2000

EXHIBIT A

PARCEL 1:

THAT PORTION OF THE S½NE¼, AND LOTS 1 AND 2, SECTION 1, TOWNSHIP 6 SOUTH, RANGE 33 E.B.M., POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 0°06' EAST ALONG THE MERIDIONAL CENTER LINE OF SAID SECTION, 1019.3 FEET; THENCE NORTH 46°50' EAST, 1370 FEET, MORE OR LESS TO THE PORTNEUF RIVER; THENCE FOLLOWING THE STREAM, IN COURSES AND DISTANCES APPROXIMATELY AS FOLLOWS:

SOUTH 51°18' EAST, 530 FEET; THENCE NORTH 83°42' EAST, 540 FEET; THENCE SOUTH 64°35' EAST, 420 FEET; THENCE SOUTH 65°45' EAST, 370 FEET, MORE OR LESS TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, 1360 FEET, MORE OR LESS, TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°22' WEST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION, 2659.5 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

AND:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 0°06' EAST ALONG THE MERIDIONAL CENTER LINE OF SAID SECTION, 1019.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 46°50' EAST, 1370 FEET, MORE OR LESS, TO THE PORTNEUF RIVER; THENCE FOLLOWING SAID RIVER IN A NORTH AND NORTHWESTERLY DIRECTION TO A POINT ON THE NORTH LINE OF SAID SECTION, 70 FEET, MORE OR LESS, EAST OF THE NORTH QUARTER CORNER OF SAID SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION, 70 FEET, MORE OR LESS, TO THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH ON THE MERIDIONAL CENTER LINE OF SAID SECTION, 1620.7 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE SOUTH 30 FEET, MORE OR LESS TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD, THE TRUE POINT OF BEGINNING; THENCE SOUTH 1566.6 FEET; THENCE NORTH 46°48' EAST 685.5 FEET; THENCE NORTH 16°03' WEST. 924.42 FEET, MORE OR LESS, TO THE WESTERLY BANK OF PORTNEUF RIVER; THENCE NORTH 45°53' WEST, 301.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF ROAD; THENCE SOUTH 89°53' WEST, 28.6 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25 FEET NORTH OF THE SOUTHEAST CORNER OF THE SE¼NE¼ OF SAID SECTION; THENCE DUE WEST, 174 FEET; THENCE NORTHEASTERLY 430.70 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SE¼NE¼, WHICH POINT BEARS NORTH 394 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 394 FEET TO THE POINT OF BEGINNING.

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PARCEL 2:

THAT PORTION OF LOT 5, SECTION 6 TOWNSHIP 6 SOUTH, RANGE 34 E.B.M.,

EXHIBIT A (Continued)

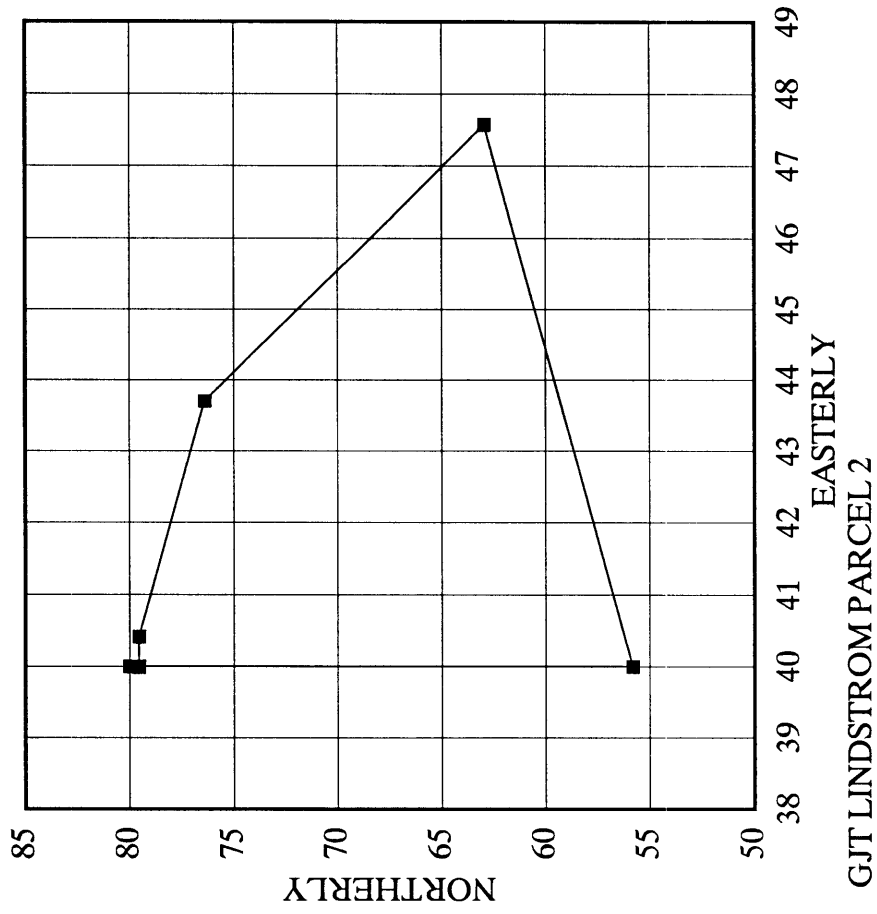
POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, OF SECTION 6; THENCE ALONG THE WEST LINE OF SAID SECTION 6, NORTH 894.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 79°09' EAST. 567.71 FEET; THENCE SOUTH 36°41' EAST, 440.50 FEET; THENCE SOUTH 25°57' EAST, 415.00 FEET; THENCE NORTH 64°23' EAST 86.50 FEET, MORE OR LESS, TO THE CENTER LINE OF THE PORTNEUF RIVER; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE MEANDERING CENTER LINE OF THE PORTNEUF RIVER, 1799.50 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 6; THENCE ALONG SAID WEST LINE OF SAID SECTION, SOUTH 443.76 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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CHANGE IN OWNERSHIP

DISTANCES ARE IN CHAINS



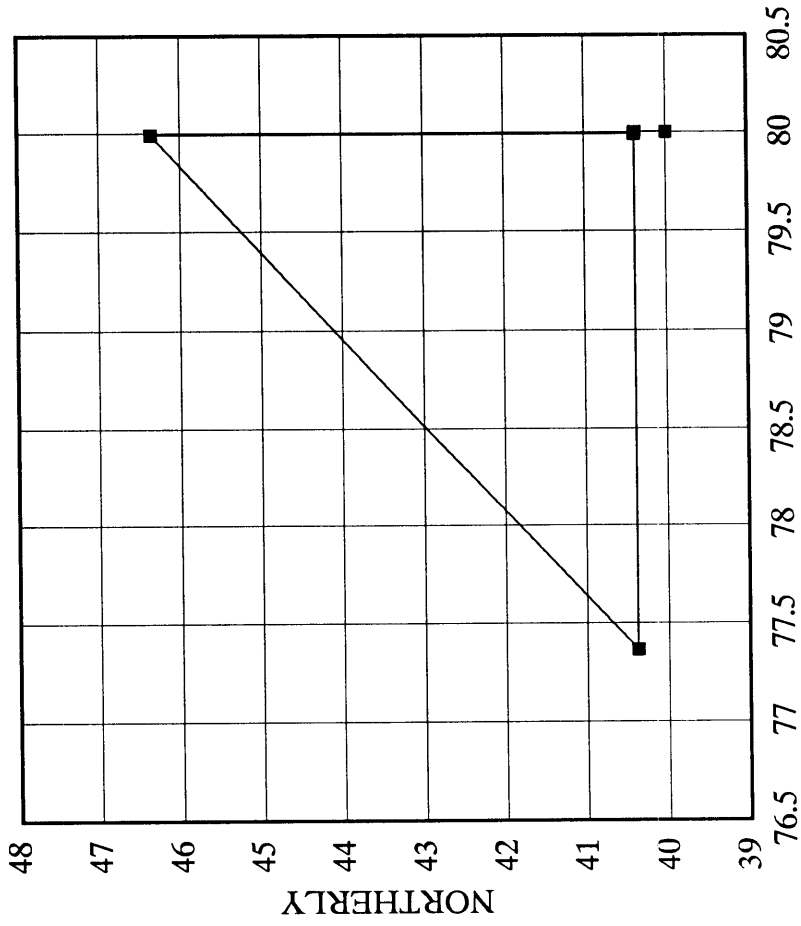
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POLAR COORDINATE X-COR Y-COR (CHAINS)		ANGLE			BEARING ANGLE DIRECTION	DIST (FT)	CUMULATIVE ACRES
		DEGREES	MINUTES	SECONDS			
40.00	80.00						
40.00	79.55	0.00	0.00	0.00	SE	30.00	0.00
40.00	55.81	0.00	0.00	0.00	SW	1566.60	0.00
47.57	62.92	46.00	48.00	0.00	NE	685.50	2.69
43.70	76.38	16.00	3.00	0.00	NW	924.42	10.28
40.42	79.56	45.00	53.00	0.00	NW	301.60	10.93
39.98	79.56	89.00	53.00	0.00	SW	28.60	10.93

10/18/2011
10:18 AM

CHANGE IN OWNERSHIP

DISTANCES ARE IN CHAINS



EASTERLY

GJT LINDSTROM PARCEL 2

10/1/00
10/1/00

POLAR COORDINATE X-COR Y-COR (CHAINS)		ANGLE			BEARING ANGLE DIRECTION	DIST (FT)	CUMULATIVE ACRES
		DEGREES	MINUTES	SECONDS			
80.00	40.00						
80.00	40.38	0.00	0.00	0.00	NE	25.00	0.00
77.36	40.38	90.00	0.00	0.00	SW	174.00	0.00
79.99	46.35	23.00	42.00	59.00	NE	430.70	0.79
79.99	40.38	0.00	0.00	0.00	SE	394.00	0.78
79.99	40.38	0.00	0.00	0.00	NW	0.00	0.78
79.99	40.38	0.00	0.00	0.00	SW	0.00	0.78

10/10/2001