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RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

AUG 06 2001

Department of Water Resources
Eastern Region

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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
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<u>San Water</u>	<u>A29-07549</u>				
<u>Tyler Estates Water</u>	<u>A29-10805</u>				

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 usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **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)

Tyler Estates Water Assoc.
San Water Assoc.

4. New Owner/Claimant(s)

Tyler San Water Assoc.
Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

13181 N. Billy Lane

City, State and ZIP Code

Reynolds Idaho 83202

New Telephone Number

208 238-1844

5. Date you acquired the property

WATER CONSOLIDATION MERGER AGREEMENT

Tyhee Estates Water Company, Inc., an Idaho Corporation and S & N Estates Water Corporation, an Idaho Corporation, hereby agree and contract as follows:

WHEREAS, Tyhee Estates and its Addition have a functional proven well, and;

WHEREAS, S & N Estates Water Corporation has an existing and proven well, and;

WHEREAS, it is mutually beneficial for both entities to have a shared, joined and merged culinary water delivery system where individual lots in Tyhee Estates and its Addition and S & N Estates, shall use in common that water delivery system.

I. ORGANIC AGREEMENTS

The Articles of Incorporation of Tyhee Estates Water Company, Inc., its associated By-laws and restrictive covenants for Tyhee Estates Subdivision and Addition (hereinafter referred to as Tyhee Estates), Bannock County, Idaho and the Declaration of Covenants, Articles of Incorporation, and By-Laws of S & N Estates Water Corporation (hereinafter referred to as S & N) shall be binding and continue to exist except to the extent that they are directly in contravention of this agreement. As to any contradictory language this contract and agreement shall take precedence.

It is the intent and purpose of this contract and agreement to merge connect and integrate the two culinary water

delivery systems together to be operated as one system for the benefit of the development of S & N and Tyhee Estates and Tyhee Estates Addition. In so doing, each entity shall designate individuals to act as a part of a management Board of Directors which shall manage the distribution of water. The selection process shall be as set forth by corporate resolution of each corporation. The Board of Directors shall be appointed at the annual meeting of each of the organizations.

II. COSTS EQUALLY SHARED AMONG LOT HOLDERS

Each lot holder shall be assessed and apportioned appropriate costs for maintenance and operation including improvements and repairs of the culinary water delivery system on a pro rata basis. Costs shall be calculated annually, not later than May 1 of each year by the executive committee reasonably reflecting costs of operation, maintenance, repair and replacement of pipe, pumps, electricity, inspection, testing and other costs associated with the operation of the culinary systems in the subdivisions.

Annual assessments, which may be paid monthly if so provided by resolution, shall be in compliance with Section VIII of the By-Laws of Tyhee Estates Water Corporation and Article XVI of the S & N Estates Water Corporation. It is further agreed that with regard to the culinary water system, the use of said water shall be limited to not more than 1/3 acre yard immediately adjacent to the house for Tyhee Estates and additions. It is further agreed that with regard to the culinary water system, the

use of said water shall be limited to not more than 1/2 acre yard immediately adjacent to the house for S & N Estates Water Corporation. It is further agreed that each lot holder of Tyhee Estates and its Addition and S & N shall be bound by the terms of this agreement and the respective Articles of Incorporation, By-Laws and Restrictive Covenants except as they may be inconsistent with this agreement.

III. IRRIGATION WATER

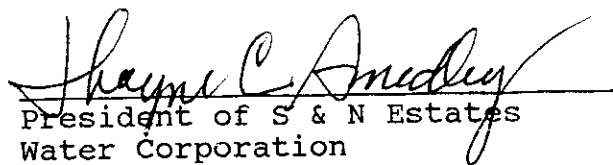
S & N Estates Water Corporation controls distribution of irrigation waters from the Fort Hall Canal Company through open ditches. Tyhee Estates Water Corporation provides irrigation waters from Fort Hall Canal Company to its members through a sealed pressurized system. Tyhee Estates and its Additions specifically prohibit flood irrigation of the Lots. Any lot owner of S & N desiring to connect to the Tyhee Estates pressurized irrigation system shall be permitted to do so provided they pay all actual connection costs at the time of connection and share a pro rata cost for the upkeep maintenance, repair and operation of the pressurized irrigation system consistent with payments made with other Lot owners of the Tyhee Estates.

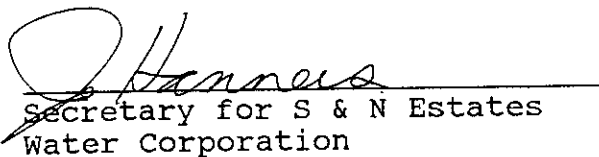
By utilizing the pressurized system of Tyhee Estates Water Corporation, those individuals from S & N connecting into the system shall enjoy the same rights and subject to the same liabilities and responsibilities as those individual Lot owners of Tyhee Estates.

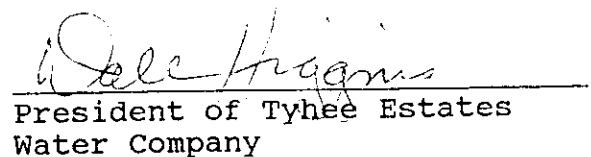
This agreement shall be recorded with the Bannock County
Recorders Office and shall be referenced to both Tyhee Estates
Subdivision and also S & N Estates Subdivision.

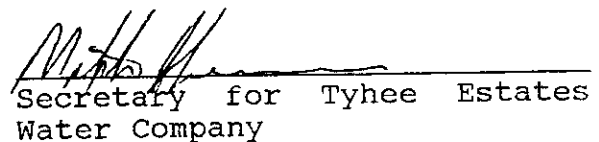
This agreement may be adopted, amended or modified by the
mutual content of 2/3 vote of Shareholders of Tyhee Estates Water
Corporation or by the Board of Directors or by 2/3 affirmative vote
of the Shareholders of S & N Estates Water Corporation.

DATED this 28th day of February, 1997.


President of S & N Estates
Water Corporation


Secretary for S & N Estates
Water Corporation


President of Tyhee Estates
Water Company


Secretary for Tyhee Estates
Water Company