

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 11 2018

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?
35-13717 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
35-13715 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Ronald H Bair

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Phillips' Brothers Farm & Livestock, LLC

New owner(s) as listed on the conveyance document

Name connector

☐ and

☐ or

☐ and/or

1851 West 600 North

Blackfoot

ID

83221

Mailing address

City

State

ZIP

(208) 684-9381

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: _____

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. 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.

8. Signature: [Signature]

Signature of new owner/claimant

Member

Title, if applicable

06/04/2018

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by [Signature]

Date 6/12/2018

Receipt No. E044097

Receipt Amt. \$50.-

Approved by [Signature]

Processed by [Signature]

Date 6/14/2018

SUPPORT DATA

IN FILE # 35-13715

WARRANTY DEED

For Value Received

RONALD H. BAIR AND JANICE R. BAIR, HUSBAND AND WIFE

the grantor s, do hereby grant, bargain, sell and convey unto

THOMAS F. CHRISTENSEN,

whose current address is 245 E. 1000 N.
ID 83221 Shelley, ID 83274

the grantor, the following described premises, in BINGHAM County Idaho to wit:

Township 2 South, Range 32 E.B.M., Bingham County, Idaho
Section 111 SE1
Section 141 E1...

Subject to taxes and assessments for the year 1991 and thereafter, to
roads, easements, and rights of way, to building and zoning restrictions
and use regulations and restrictions and to liens encumbrances
suffered, assumed or occasioned by the grantor...

TOGETHER with existing water licenses and water rights.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee,
their heirs and assigns forever. And the said Grantee s, do hereby covenant to and
with the said Grantee, that the y are the owner s in fee simple of said premises; that they and their
heirs and assigns shall defend the same from all lawful claims whatsoever
except matters of public record

and that the y will warrant and defend the same from all lawful claims whatsoever.

Dated: April 5, 1991

Ronald H. Bair
RONALD H. BAIR

Janice R. Bair
JANICE R. BAIR

STATE OF IDAHO, COUNTY OF BINGHAM
On this 5th day of April, 1991,
before me, a notary public in and for said State, personally
appeared
RONALD H. BAIR
JANICE R. BAIR

Known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Alma Hansen
Notary Public

Residing at: ALACRUC:
Shelley, Idaho 83274



397359

30 P
1991 APR -5 PM 4:31
AT THE REQUEST OF
AMERICAN LAND TITLE CO., INC.

Instrument # 697611

BINGHAM COUNTY, IDAHO
2018-06-06 11:35:34 AM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

WARRANTY DEED

Thomas Christensen, Jr. and Bonnie L. Christensen, husband and wife, and Thomas Christensen, Jr., as Personal Representative of the Estate of Thomas F. Christensen, aka Thomas Christensen, deceased (Case no. SP 01-875, Bingham County, Idaho), and as Personal Representative of the Estate of Naomi L. Christensen, aka Naomi Christensen, deceased, (probate case no. CV-07-723, Bingham County, Idaho) Grantors, hereby CONVEY, GRANT and WARRANTY to Phillips' Brothers Farm and Livestock, LLC, whose current address is 1851 West 600 North, Blackfoot, Idaho 83221-5056, Grantee, for the sum of TEN Dollars (\$10.00) and other good and valuable consideration, the following described real property situated in Bingham County, Idaho ("Premises"):

The Southeast ¼ of Section 11, Township 2 South, Range 32 East, Boise Meridian.

Together with all water rights (underground, surface or otherwise) appurtenant thereto (but without warranty as to the scope, volume and use of any such water rights).

SUBJECT to rights-of-way, easements, restrictions and reservations appearing of record or enforceable in equity. Subject to all liens and encumbrances placed or allowed to be placed on the Premises by Grantee. Subject to real property taxes and assessments after 1999.

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said Premises, that they are free from all encumbrances except as noted above, and that they will warrant and defend the same from all lawful claims whatsoever.

This deed is given to complete and satisfy all the obligations of the Sellers under: (1) that certain recorded Real Estate Sale Contract between Thomas Christensen and Naomi Christensen, as Seller and Jesse Dale Phillips and Nathan Daniel Phillips, as Buyer and recorded on February 11, 2000 as Instrument No. 487397; and (2) that certain Real Estate Sale Contract between Thomas Christensen, Jr. and Bonnie L. Christensen and Thomas F. Christensen and Naomi L. Christensen, as Seller and Jesse Dale Phillips and Nathan Daniel Phillips, as Buyer and recorded on November 1, 2000, as Instrument No. 494871.

WARRANTY DEED

Thomas Christensen, Jr. and Bonnie L. Christensen, husband and wife, and Thomas Christensen, Jr., as Personal Representative of the Estate of Thomas F. Christensen, aka Thomas Christensen, deceased (Case no. SP 01-875, Bingham County, Idaho), and as Personal Representative of the Estate of Naomi L. Christensen, aka Naomi Christensen, deceased, (probate case no. CV-07-723, Bingham County, Idaho) Grantors, hereby CONVEY, GRANT and WARRANT to Phillips' Brothers Farm and Livestock, LLC, whose current address is 1851 West 600 North, Blackfoot, Idaho 83221-5056, Grantee, for the sum of TEN Dollars (\$10.00) and other good and valuable consideration, the following described real property situated in Bingham County, Idaho ("Premises"):

The Southeast $\frac{1}{4}$ of Section 11, Township 2 South, Range 32 East, Boise Meridian.

Together with all water rights (underground, surface or otherwise) appurtenant thereto (but without warranty as to the scope, volume and use of any such water rights).

SUBJECT to rights-of-way, easements, restrictions and reservations appearing of record or enforceable in equity. Subject to all liens and encumbrances placed or allowed to be placed on the Premises by Grantee. Subject to real property taxes and assessments after 1999.

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said Premises, that they are free from all encumbrances except as noted above, and that they will warrant and defend the same from all lawful claims whatsoever.

This deed is given to complete and satisfy all the obligations of the Sellers under: (1) that certain recorded Real Estate Sale Contract between Thomas Christensen and Naomi Christensen, as Seller and Jesse Dale Phillips and Nathan Daniel Phillips, as Buyer and recorded on February 11, 2000 as Instrument No. 487397; and (2) that certain Real Estate Sale Contract between Thomas Christensen, Jr. and Bonnie L. Christensen and Thomas F. Christensen and Naomi L. Christensen, as Seller and Jesse Dale Phillips and Nathan Daniel Phillips, as Buyer and recorded on November 1, 2000, as Instrument No. 494871.

WITNESS, the hands of said Grantors as of the 23rd day of May, 2018.

Thomas Christensen, Jr.
Thomas Christensen, Jr.

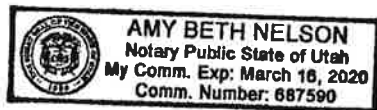
Bonnie L. Christensen
Bonnie L. Christensen

Thomas Christensen, Jr.
THOMAS CHRISTENSEN, JR., as
Personal Representative of the Estate of
Thomas F. Christensen, aka Thomas
Christensen

Thomas Christensen, Jr.
THOMAS CHRISTENSEN, JR., as
Personal Representative of the Estate of
Naomi L. Christensen, aka, Naomi
Christensen

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 23 day of May, 2018, before me, a Notary Public in and for said state, personally appeared Thomas Christensen, Jr. and Bonnie L. Christensen, known or identified to me to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same.



Amy Beth Nelson
Notary Public for the State of Utah
Residing at:
Commission Expires:

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 23 day of May, 2018, before me, a Notary Public in and for said state, personally appeared Thomas Christensen, 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 as the Personal Representative of the Estate of Thomas F. Christensen, aka Thomas Christensen, deceased, and also as Personal Representative of the Estate of Naomi L. Christensen, aka Naomi Christensen, deceased and acknowledged to me that he executed the same as Personal Representative of each such estate.



Amy Beth Nelson
Notary Public for the State of Utah
Residing at:
Commission Expires:



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

C.L. "Butch" Otter
Governor

Gary Spackman
Director

June 15, 2018

PHILLIPS BROTHERS FARM & LIVESTOCK
1851 W 600 N
BLACKFOOT ID 83221-5056

Re: Change in Ownership for Water Right No(s): 35-13715 & 35-13717

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 525-7161.

Sincerely,

Jonie Barg
Technical Records Spec I

Enclosure(s)

cc: THE BANK OF COMMERCE
Water District 120
Bingham Ground Water District