

RECEIVED

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Rev. 04/12

WATER RESOURCES

WESTERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

\$25 fee per permit

Received by PS
Receipt amt. \$ 25
Receipt no. W043664
Date 11/9/15

I, The Shirley Christensen Living Trust, hereby assign to Mark or Susan Coombs
Current owner(s) New owner(s)
of, 29863 Farmway Rd, Caldwell, ID 83607 208-941-1460
New owner's address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s): 63-33913 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

_____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

All

Does the new permit holder own the property at the:

Point of diversion? ☒ Yes ☐ No
Place of use? ☒ Yes ☐ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

Dated this 9th day of November, 2015.

The Shirley Christensen Living Trust By Brent L Coombs (Trustee)
Permit holder Title (if applicable) Permit holder Title (if applicable)

State of Idaho)
County of Ada)ss

On this 9th day of November, 2015, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL

GABRIELLE BATTEN
Notary Public
State of Idaho

Notary Public

My commission expires: 3.19.19

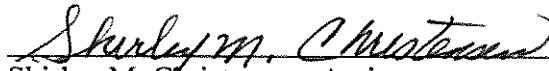
Assignment of Personal Property

For value received I, Shirley M. Christensen of Caldwell, State of Idaho, hereby assign, transfer, and convey to:

Shirley Christensen, Trustee of the Shirley Christensen Living Trust dated June 6, 2006, and any amendments thereto.

all of my right, title, and interest in all of my tangible personal property. My tangible personal property shall include, without limitation, all of my jewelry, clothing, household furniture, furnishings and fixtures, chinaware, silver, photographs, works of art, books, boats, automobiles, sporting goods, electronic equipment, musical instruments, artifacts relating to my hobbies, and all other tangible articles of personal property that I now own or hereafter acquire, regardless of how they are acquired or the record title in which they are held.

Dated: June 6, 2006


Shirley M. Christensen, Assignor

STATE OF IDAHO

)

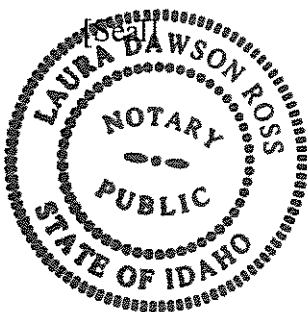
) ss.

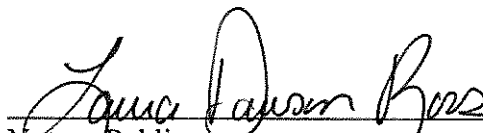
COUNTY OF CANYON

)

On this day, June 6, 2006, before me personally appeared Shirley M. Christensen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.




Notary Public
Laura Dawson Ross
504 11th Ave. South
Nampa, Idaho 83651

My commission expires: 1/18/2012

Assignment of Personal Property

Page 1

TRUST ASSETS

This section contains the documents that prove that your assets have been transferred to your trust in accordance with the instructions contained under the tab marked "Funding Instructions." When the funding of your trust is complete, this section should contain a document for each asset you own that proves that the trust holds title to that asset or that the trust is named as the beneficiary.

0351715

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BAILEY LAW GROUP, P.C.
504 11TH AVENUE SOUTH
NAMPA, ID 83651
208/466-1844

Instrument # 351715

PAYETTE COUNTY

3-6-2008

10:40:04 No. of Pages: 4

Recorded for : BAILEY LAW GROUP PC

BETTY J DRESSEN

Ex-Officio Recorder Deputy

Index to: CORRECTED DEED

Fee: 12.00

Kathleen J. Turner
Deeds

(SPACE ABOVE LINE FOR RECORDER'S USE)

CORRECTED BARGAIN AND SALE DEED



SHIRLEY M. CHRISTENSEN, FKA SHIRLEY M. COOMBS, a married person, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to SHIRLEY M. CHRISTENSEN, Trustee of THE SHIRLEY CHRISTENSEN LIVING TRUST dated June 6, 2006, Grantee, whose address is 16692 Oasis Road, Caldwell, Idaho 83607, that certain real property located in Payette County, Idaho, more particularly described as follows:

See legal description attached hereto and incorporated herein by this reference.

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

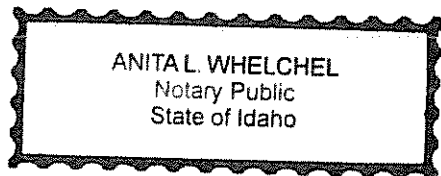
IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this instrument effective the 29TH day of FEBRUARY, 2008.

GRANTOR:

Shirley M. Christensen
SHIRLEY M. CHRISTENSEN

STATE OF IDAHO)
)
) ss.
COUNTY OF CANYON)

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



Crista L. Wheelchel
NOTARY PUBLIC, State of Idaho
Commission expires: 07-01-08

My Commission Expires On
July 1, 2008

0351715

Thence continuing North and parallel with the West line of said Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) a distance of 418 feet;

Thence Southwesterly a distance of 591.14 feet to a point 418 feet West of the true point of beginning;

Thence East and parallel with the South line of said Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) a distance of 418 feet to the True Point Of Beginning.

PARCEL III

Commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of Section 32, Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho;

Thence running West along the South boundary line of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) a distance of 1100 feet;

Thence Northwest at an angle of 45° a distance of 330 feet to a point on the West line of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4);

Thence North along the West line of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) a distance of 280 feet;

Thence East at right angles a distance of 1720 feet;

Thence South at right angles a distance of 500 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4);

Thence West along the South line of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) a distance of 400 feet to the point of origin.

0351715

PARCEL I

The South 500 feet of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section 32, Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho.

AND

The East Half of the Southwest Quarter (E1/2SW1/4) of Section 32, Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho.

EXCEPTING THEREFROM the South 290 feet of the West 75 feet of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), in Section 32, Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho.

FURTHER EXCEPTING THEREFROM The South 255 feet of the East 520 feet of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section 32 Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho.

FURTHER EXCEPTING THEREFROM the following described parcel of land:
Beginning at a point on the South line of the Southeast Quarter corner of said Section 32, Township 6 North, Range 3 West, Boise Meridian from which the South Quarter corner of said Section 6 bears South 89°51'10" East a distance of 520.00 feet;
Thence along said South line North 89°51'10" West a distance of 70.00 feet;
Thence leaving said South line, North 00°11'41" East a distance of 199.07 feet;
Thence South 89°51'10" East a distance of 70.00 feet;
Thence South 00°11'41" West a distance of 199.07 feet to the Point Of Beginning.

PARCEL II

The East 920 feet of the South 400 feet of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 32, township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho.

AND

A parcel of land in Section 32, Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) of said section;
Thence East along the South line of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) a distance of 220 feet;
Thence in a Northwesterly direction at a 45° angle to the West side line of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) a distance of 330 feet;
Thence South along the West side line of the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) a distance of 220 feet to the Point Of Beginning.

AND

The Southeast Quarter (SE1/4) of Section 32, Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho.

EXCEPTING THEREFROM the East 133 feet of the South 656 feet.

FURTHER EXCEPTING THEREFROM the following described parcel of land located in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 32, Township 6 North, Range 3 West, Boise Meridian, Payette County, Idaho:
Commencing at the Southeast corner of said Section 32;
Thence West along the South line of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of said Section 32, a distance of 745 feet to an existing driveway;
Thence North and parallel with the West line of said Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) a distance of 409 feet to the True Point Of Beginning for this description;

CONTINUED

**THE SHIRLEY CHRISTENSEN LIVING TRUST
DATED JUNE 6, 2006**

Restatement dated March 11, 2013

The Shirley Christensen Living Trust

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The Shirley Christensen Living Trust

Article One Establishing My Trust

On June 6, 2006, I established the Shirley Christensen Living Trust, and reserved the right to amend the trust, in whole or in part. On this day, March 11, 2013, I now exercise my power to amend that instrument in its entirety, so that after amendment the Shirley Christensen Living Trust now states:

The parties to this restated trust are Shirley M. Christensen, also known as Shirley Christensen, (the *Trustmaker*) and Shirley M. Christensen (my *Trustee*). The initial beneficiary of this trust is Shirley M. Christensen.

I intend to create a valid trust under the laws of Idaho and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Idaho law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying My Trust

For convenience, my trust may be referred to as:

“The Shirley Christensen Living Trust dated June 6, 2006.”

To the extent practicable, for the purpose of transferring property to my trust or identifying my trust in any beneficiary or pay-on-death designation, my trust should be identified as:

“Shirley M. Christensen, Trustee, of the Shirley Christensen Living Trust dated June 6, 2006, and any amendments.”

For all purposes concerning the identity of my trust or any property titled in or payable to my trust, any description referring to my trust will be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of my Trustee or the powers held by my Trustee. To protect the confidentiality of this instrument, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third

party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with my Trustee will not be required to inquire into this trust's terms or the authority of my Trustee, or to see to the application of funds or other property received by my Trustee. My Trustee's receipt of any money or property paid, transferred, or delivered to my Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by my Trustee is conclusive evidence of my Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by my Trustee asserting my Trustee's authority or seeking to effect a transfer of property to or from the trust.

Section 1.03 Transferring Property to My Trust

Any person or entity may transfer any property to my trust in any manner authorized by law.

(a) Funding of My Trust

By executing this instrument, I transfer, convey, and assign the property described in the attached Schedule A to my Trustee. I also transfer all my right, title, and interest in and to all of my property that may legally be held in trust and that may be transferred to my trust by this assignment. This assignment includes all of my real, personal, tangible, and intangible property located in the United States, whether separate property or community property, and whether acquired before or after the execution of this instrument, except for these assets that are expressly not transferred by this instrument:

- life insurance policies, unless the ownership of a policy is transferred to my trust by a separate instrument that specifically refers to the policy;
- corporate and self-employed (*Keogh*) pension, profit-sharing, and stock bonus plans;
- qualified retirement plans;
- commercial annuities;
- Section 1244 (small business) stock; and
- any property, the transfer of which would result in the immediate recognition of income subject to income or other taxes, would result in the loss of a homestead exemption, or would violate a restriction on transfer agreement.

(b) Acceptance by My Trustee

By executing this instrument, my Trustee accepts and agrees to hold the property transferred to the trust as trust property. All property transferred to my trust after the date of this trust must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer, and dispose of all accepted trust property for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

(c) Community Property

Any community property transferred to my trust, including the property's income and the proceeds from the property's sale or exchange, will retain its character as

community property during my life and the life of my husband, to the same extent as if it had not been transferred to my trust. Notwithstanding the preceding sentence, it is my assertion that my husband and I do not have an community property due to our existing prenuptial agreement.

Section 1.04 Powers Reserved by Me as Trustmaker

As Trustmaker, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

(a) Action on Behalf of My Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of my trust without the consent of any other Trustee.

(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose. Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

(c) Addition or Removal of Trust Property

I may add property to my trust and may remove any property from my trust at any time. Community property removed from my trust will retain its character as community property.

(d) Control of Income and Principal Distributions

I retain the right to control the distribution of income and principal from my trust. I may direct my Trustee to distribute as much of the net income and principal of the trust property as I consider advisable to me or to other persons or entities. My Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of my trust.

(e) Approval of Investment Decisions

I reserve the absolute right to review and change my Trustee's investment decisions. But my Trustee is not required to seek my approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify my trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, I will be treated as the owner of all the assets held in my trust during my lifetime, as if I held them in my individual capacity.

During any period that my trust is a Grantor Trust, the Taxpayer Identification Number of my trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Two

Family Information

I am married to Perry G. Christensen, also known as Perry Christensen. Any reference in this document to *my husband* is a reference to Perry G. Christensen.

I have five children. They are:

- Brent L. Coombs, born on November 8, 1949;
- Bruce L. Coombs, born on September 18, 1952;
- Dwight L. Coombs, born on April 28, 1954;
- Mark D. Coombs, born on April 2, 1957; and
- Uarda Coombs, born on April 28, 1960

All references in this document to *my children* are references to these children.

References to *my descendants* are to my children and their descendants, including any deceased child's descendants.

Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am incapacitated or deceased, a resigning Trustee must give written notice to the trust's Income Beneficiaries and to any other then-serving Trustee.

Section 3.02 Trustee Succession during My Lifetime

During my lifetime, this Section governs the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns, or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me, or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, the following will replace any then-serving Trustee in this order:

Brent L. Coombs then

Bruce L. Coombs.

If I am incapacitated, a majority of my children may remove any Trustee with or without cause.

If I am incapacitated and no named successor Trustee has been designated, a majority of my children may appoint an individual or a corporate fiduciary to serve as my successor Trustee.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after My Death

After my death, this Section will govern the removal and replacement of my Trustees.

(a) Successor Trustee

I name the following, in this order, to serve as my successor Trustee after my death, replacing any then-serving Trustee:

Brent L. Coombs then

Bruce L. Coombs.

(b) Removal of a Trustee

A majority of the Income Beneficiaries of any trust created under this instrument may remove a Trustee of the trust at any time, with or without cause.

A Trustee may be removed under this Subsection only if the person having the right of removal appoints an individual or a corporate fiduciary by the effective removal date and the individual or corporate fiduciary simultaneously commences service as Trustee. This appointed Trustee may not be related or subordinate to the person or persons having the right of removal within the meaning of Internal Revenue Code Section 672(c).

The right to remove a Trustee under this Subsection is not to be interpreted as granting the person holding that right any of the powers of that Trustee.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

(c) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated successor Trustee is able and willing to act as Trustee, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other then-serving Trustees. The removal becomes effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and to any other then-serving Trustees. The appointment becomes effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee serves only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than me, a written declaration of incapacity by the

Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee, made in good faith and supported by a written opinion of incapacity by a physician who has examined the incapacitated Trustee, will terminate the trusteeship. If the Trustee designated in the written declaration refuses to sign the necessary medical releases needed to obtain the physician's written opinion of incapacity within 10 days, the trusteeship will be terminated.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c).

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation will be effective in accordance with the terms of the notice.

Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this instrument, whether corporate or individual, will have all of the title, rights, powers, and privileges granted to the initial Trustee named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to the initial Trustee named under this instrument.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

November 10, 2015

MARK & SUSAN COOMBS
29863 FARMWAY RD
CALDWELL ID 83607

RE: Permit to Appropriate Water for Water Right No: 63-33913

Dear Water Right Holders:

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right permit to you. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Thank you again for your patience and cooperation. If you have any questions concerning the enclosed information, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones', is written over a horizontal line.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures