

IDW
RECEIVED
NOV 22 2013
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
PD 63-9937	Yes ☐		Yes ☐		Yes ☐
LIC 63-11343	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: ROY STEPHENSON, WILLIAM E STURGEON, MICHAEL TOOMEY
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Anderson Enterprises
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

17220 S. Cloverdale Kona ID 83634
Mailing address City State ZIP

208-570-5531 asiderson@gmail.com
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: 10/10/13

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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

SUPPORT DATA

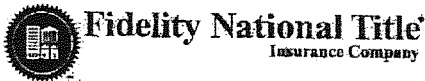
IN FILE # 63-9937

8. Signature: Boyd Anderson General manager 11/21/13
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JA Date 11/22/13 Receipt No. W041666 Receipt Amt. \$50.00
Approved by RS Processed by J. Strange Date 6-12-14



Order No.: 1079070-ch

WARRANTY DEED

FOR VALUE RECEIVED

Roy E Stephenson, a married man (34% Interest) and Jennifer Romney Stephenson, his spouse, Michael Toomey, as Trustee of The Albion Enterprises, Inc. Defined Benefit Plan Trust (50% Interest) and William R Sturgeon, Trustee of Business Services Retirement Plan (16% Interest)

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Anderson Enterprises, An Idaho General Partnership,

GRANTEES(s), whose current address is: **17220 S Cloverdale, Kuna, ID 83634**
the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Effective this 8th day of October, 2013

Albion Enterprises, Inc. Defined Benefit Plan
Trust

x Michael Toomey

By: Michael Toomey
Its: Trustee

Business Services Retirement Plan
Signed in Counterpart

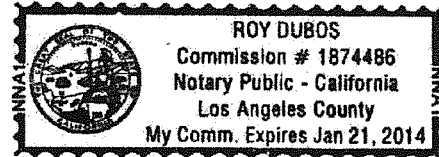
By: William R Sturgeon
Its: Trustee

x Roy E Stephenson
Roy E Stephenson

x Jennifer Romney Stephenson
Jennifer Romney Stephenson

State of California

County of Los Angeles



On this 8th day of October, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared Michael Toomey known or identified to me to be the person(s) whose name is subscribed to the within instrument as the Trustee of Albion Enterprises, Inc. Defined Benefit Plan Trust and acknowledged to me that Michael Toomey executed the same as such Trustee.

Roy Dubos
Notary Public Name: Roy Dubos
Residing at Los Angeles CA
My Commission Expires: 01-21-14

State of _____

County of _____

On this _____ day of October, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared William R Sturgeon known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Trustee of Business Services Retirement Plan and acknowledged to me that William R Sturgeon executed the same as such Trustee.

Notary Public Name: _____
Residing at _____
My Commission Expires: _____

EXHIBIT "A"

PARCEL I

The East half of the Northwest quarter; the Southwest quarter of the Northeast quarter; the South half of the Southeast quarter of the Northeast quarter, all in Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM the North half of the Northeast quarter of the Northwest quarter and the North half of the Southeast quarter of the Northeast quarter of the Northwest quarter.

PARCEL II

The Northwest quarter of the Northeast quarter of Section 10, Township 1 North, Range 1 East, Boise-Meridian, Ada County, Idaho.

EXCEPT THEREFROM the following described parcel of land:

Part of the Northwest quarter of the Northeast quarter in Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a point on the half section line 407.0 feet North of a half inch steel pin marking the North center 1/16 corner of said Section 10; thence continuing North along the half section line 200.0 feet; thence East 217.8 feet; thence South 200.0 feet; thence West 217.8 feet to the POINT OF BEGINNING.

PARCEL III

The North half of the Southeast quarter of the Northeast quarter in Section 10, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

PARCEL IV

Southwest quarter of the Northwest quarter of Section 11, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho.

Initials XLT

Initials XRES



Fidelity National Title
Insurance Company

Order No.: 1079070-ch

WARRANTY DEED

FOR VALUE RECEIVED

Roy E Stephenson, a married man (34% Interest) and Jennifer Romney Stephenson, his spouse, Michael Toomey, as Trustee of The Albion Enterprises, Inc. Defined Benefit Plan Trust (50% Interest) and William R Sturgeon, Trustee of Business Services Retirement Plan (16% Interest)

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Anderson Enterprises, An Idaho General Partnership,

GRANTEES(s), whose current address is: **17220 S Cloverdale, Kuna, ID 83634**
the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Effective this 8TH day of October, 2013

Albion Enterprises, Inc. Defined Benefit Plan
Trust

Signed in Counterpart

By: Michael Toomey
Its: Trustee

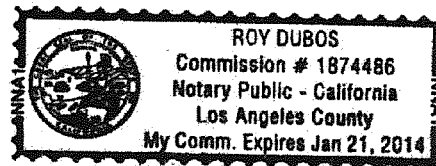
State of California

County of Los Angeles

On this 8th day of October, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared Roy E Stephenson and Jennifer Romney Stephenson known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public

Name: Roy DuBos
Residing at Los Angeles CA
My Commission Expires: 01-21-14



Business Services Retirement Plan

William R Sturgeon
By: William R Sturgeon
Its: Trustee

Signed in Counterpart

Roy E Stephenson

Signed in Counterpart

Jennifer Romney Stephenson

State of _____

County of _____

On this _____ day of October, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared Michael Toomey known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Trustee of Albion Enterprises, Inc. Defined Benefit Plan Trust and acknowledged to me that Michael Toomey executed the same as such Trustee.

Notary Public Name: _____
Residing at _____
My Commission Expires: _____

State of _____

County of _____

On this _____ day of October, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared William R Sturgeon known or identified to me to be the person(s) whose name is/are subscribed to the within instrument as the Trustee of Business Services Retirement Plan and acknowledged to me that William R Sturgeon executed the same as such Trustee.

See attached CA Ack of
Notary Public Name: Janis Bohoff
Residing at Ridgecrest (Kern) Calif.
My Commission Expires: 1-20-2016

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Kern

On 10-8-2013 before me, Janis Bottorff Notary Public
(Here insert name and title of the officer)

personally appeared William R. Sturgeon

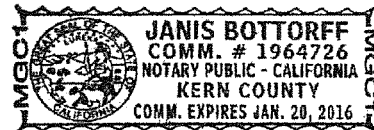
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

