

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

**Notice of Change in Water Right Ownership**

**RECEIVED**  
**JAN 28 2014**  
Department of Water Resources  
Eastern Region

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?                       |
|-----------------------|------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 13-07506              | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Riverdale Resort Inc. , James Read President  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tippetts, Incorporated, LeVell Tippetts, President  
New owner(s) as listed on the conveyance document      Name connector      ☐ and      ☐ or      ☐ and/or
- |                             |                            |           |              |
|-----------------------------|----------------------------|-----------|--------------|
| <u>1545 South 2400 East</u> | <u>Preston,</u>            | <u>ID</u> | <u>83263</u> |
| Mailing address             | City                       | State     | ZIP          |
| <u>208 240-5827</u>         | <u>lyllisjune@plmw.com</u> |           |              |
| 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: Oct 7, 1996
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: *Levell Tippetts*      President      January 16, 2014  
 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 JB      Date 2/11/2014      Receipt No. E039527      Receipt Amt. \$25.-  
 Approved by JB      Processed by JB      Date 2/11/2014

FA#8801

197311

Recorded at the request of

Deborah Lund Title

CORPORATION DEED

A.M. OCT 11 1996 3:22 P.M.

V. ELLIOTT LARSEN, RECORDER  
By Camille Larsen Deputy  
FRANKLIN COUNTY, IDAHO

RECEIVED

FEB 11 2014

Department of Water Resources  
Eastern Region

For Value Received RIVERDALE RESORT, INC.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

TIPPETTS, INCORPORATED

whose address is: 3975 SOUTH MAIN NIBLEY, UT. 84321

Hereinafter called the Grantee, the following described premises situated in FRANKLIN County, Idaho, to-wit:

Township 14 South, Range 40 East of the Boise Meridian, FRANKLIN COUNTY,  
IDAHO.

SECTION 31: Commencing at point 53 rods 3 1/2 feet North of the  
Southwest corner of Lot 2, Section 31, and running thence North  
24 rods 14 feet; thence East 448 feet; thence South 24 rods 14 feet;  
thence West 448 feet to the Place of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be  
hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 7th day of October, 1996.

Dated: OCTOBER 7, 1996

[Signature]  
RIVERDALE RESORT, INC.

Michael J. Read Sec.

STATE OF IDAHO

COUNTY OF FRANKLIN

On this 7th day of October, in the year 1996, before me, a  
Notary Public in and for said State, personally appeared  
JAMES READ AND MICHAEL J. READ, known or indentified to me to  
be the PRESIDENT/TREASURER AND VICE-PRESIDENT/SECRETARY of the  
Corporation that exeucted the instrument or the person who  
executed the instrument on behalf of said Corporation, and  
acknowledged to me that such Corporation exeucted the same.

NOTARY PUBLIC OF IDAHO

RESIDING AT: Pocatello, Id.

COMM. EXP. 10/30/2000

191410 1-5

**WATER SYSTEM AND ACCESS AGREEMENT**

**COPY**

THIS AGREEMENT made and entered into between **RIVERDALE RESORT, INC.**, an Idaho Corporation (hereinafter "Riverdale Resort") and **ROBERT HENDERSON** and **BETTY HENDERSON**, husband and wife, (hereinafter "Hendersons").

**RECITALS:**

WHEREAS, Riverdale Resort has constructed and developed a water system for its own culinary and domestic use consisting of a developed spring and pipeline system (hereinafter "Water System"); and

WHEREAS, the Water System constructed by Riverdale Resort is privately owned by Riverdale Resort; and

WHEREAS, Hendersons desire to access and use said Water System (sometimes referred to herein as "water hookup") in order to obtain a better and more stable culinary water system for their home.

NOW, THEREFORE, for and in exchange of their mutual covenants and promises contained herein, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Riverdale Resort acknowledges and agrees that Hendersons have accessed the Water System using a two-inch water line. Riverdale Resort has agreed not to change any hookup fee to said Water System. The Hendersons acknowledge that they have paid nothing towards the construction of the Water System developed and installed by Riverdale Resort.

Recorded at the request of  
STEVEN FULLER

Water Hook-up Agreement - Page 1  
c:real

JUL 06 1994 12:45 p.m.

SPAE E. JOHNSON, RECORDER

By Shawna Oakes Deputy  
FRANKLIN COUNTY, IDAHO

2. The Hendersons agree to pay a monthly fee or charge for their use of the Water System in the amount of \$12.00 per month commencing August 1, 1993 and continuing thereafter until water use is terminated. In the event the monthly fee or charge is not paid by the 5th day of each month, access to the Water System by the Hendersons may be terminated.

3. The Hendersons agree to maintain their pipeline from the access point on the mainline owned by Riverdale Resort to the Henderson's home and Riverdale Resort shall have no obligation to repair or maintain said pipeline. The Hendersons shall have no obligation to make any repairs or expend any funds to the main Water system owned by Riverdale Resort.

4. The Hendersons agree that their use of the water from the spring developed and conveyed by Riverdale Resort through its Water System to the Henderson's home shall not constitute a water right as defined under Title 42 of the Idaho Code. In the event Riverdale Resort has insufficient water for the needs of Riverdale Resort or in the event there exists an inability to deliver water through the Water System for any reason, Riverdale Resort shall have the exclusive right to shut off the water to the home of the Hendersons and a shut-off valve shall be installed by Hendersons for that purpose within one year from the date hereof. Should Riverdale Resort make the determination that the Hendersons should be disconnected from the Water System, Riverdale Resort agrees to provide twenty (20) days written notice to the Hendersons of Riverdale Resort's intention to disconnect or limit the water to the home of the Hendersons. The determination of the need to limit or shut off water to the home of the Hendersons shall be solely in the discretion of Riverdale Resort. The Hendersons acknowledge that they have their own water well system which they used prior to their hookup on the Riverdale Resort Water System which provides

the Hendersons with an alternative means for supplying water for their domestic use.

5. It is acknowledged that Hendersons shall not obtain through this agreement any ownership or other interest in the Riverdale Resort Water System and that neither party shall be liable to the other for any damage, demand or claim arising from the use of water by either party from the Riverdale Resort Water System.

6. The use of the water from the Water System by the Hendersons shall be limited solely to domestic or household use within the home of the Hendersons and such water shall not be used for agricultural or farming activities, including but not limited to the watering of lawns, gardens, stock watering or other such use outside the Henderson's home.

7. In the event an emergency exists in which the Water System must be shut off for repairs, maintenance or other similar cause, Riverdale Resort shall have the right to shut off the water to its Water System and shall give the Hendersons notice of the temporary termination of the water supply as soon as is reasonably practicable.

8. In the event the Hendersons sell their home or upon the death of the survivor of the Hendersons, the water line from the Water System to the Henderson's residence may be disconnected by Riverdale Resort without further notice.

9. The point of access to the Water System for the Hendersons hook-up is located in the SE~~1~~NE~~1~~ of Section 36, Township 14 South, Range 39 East, of the Boise Meridian. No other hookup or extension of the water line from the Henderson's home to any other residence

Water Hook-up Agreement - Page 3  
c:real

or location is allowed under this agreement.

10. This agreement shall be binding on the heirs, successors and assigns of the parties hereto and shall be governed by the laws of the State of Idaho.

THIS AGREEMENT executed on the 6<sup>th</sup> day of July, 1994.

RIVERDALE RESORT, INC.

By:

James S. Read  
JAMES S. READ, President

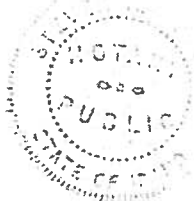
Robert Henderson  
ROBERT HENDERSON

Betty Henderson  
BETTY HENDERSON

STATE OF IDAHO )  
 )  
County of Franklin )

On this 6<sup>th</sup> day of July, 1994, before me, a Notary Public in and for said State, personally appeared JAMES S. READ, known or identified to me to be the President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

Stuart R. Fuller  
NOTARY PUBLIC for State of Idaho  
Residing at: Preston, ID  
Comm. Expires: 2/19/99



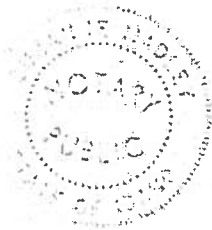
Water Hook-up Agreement - Page 4  
c:real

STATE OF IDAHO )

County of Franklin )

) ss.

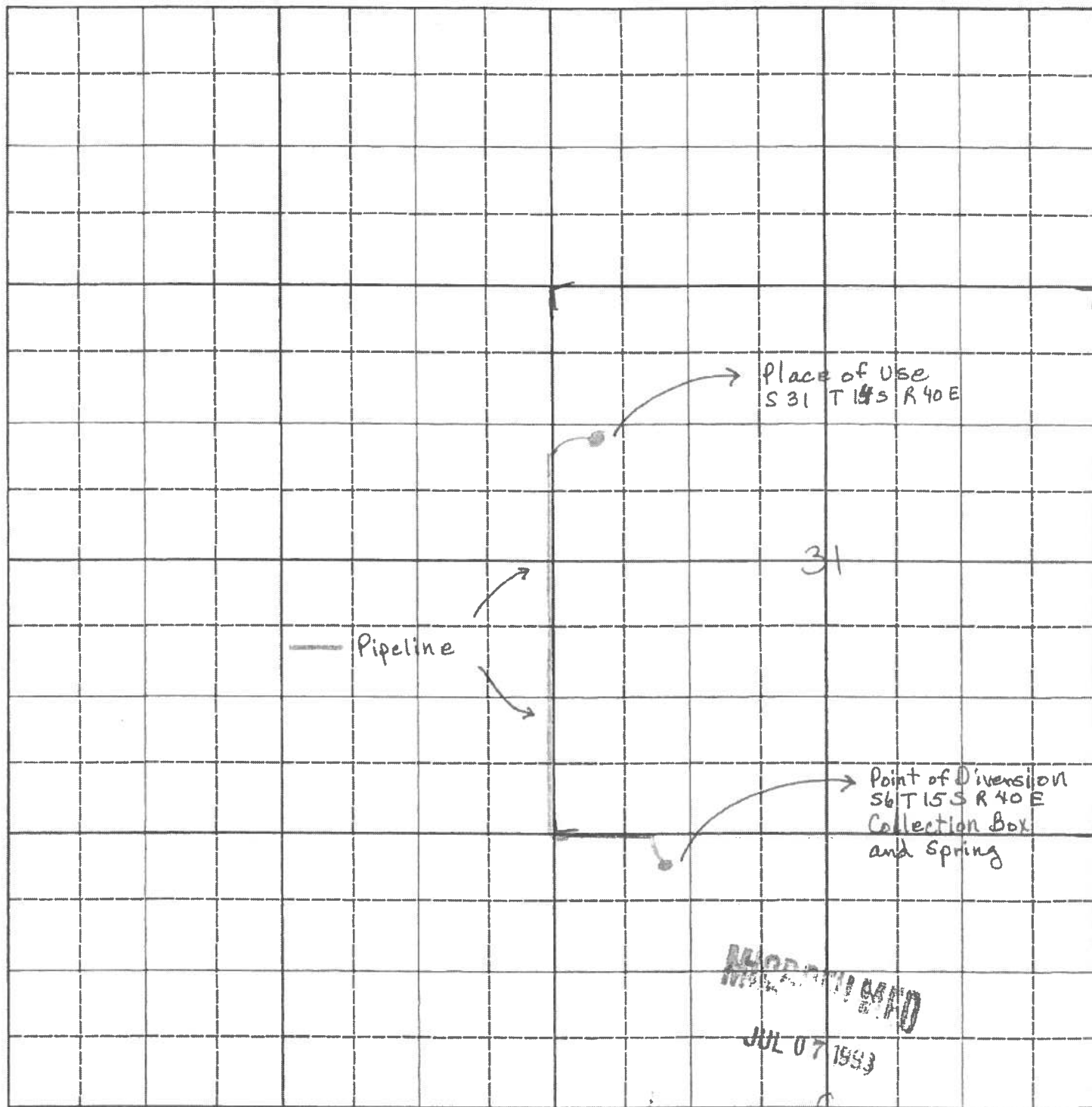
On this 30<sup>th</sup> day of June, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT HENDERSON AND BETTY HENDERSON**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Susan L. Latta  
NOTARY PUBLIC for State of Idaho  
Residing at: Susan Latta, es  
Comm. Expires: 8/1/97

Water Hook-up Agreement - Page 5  
c:real

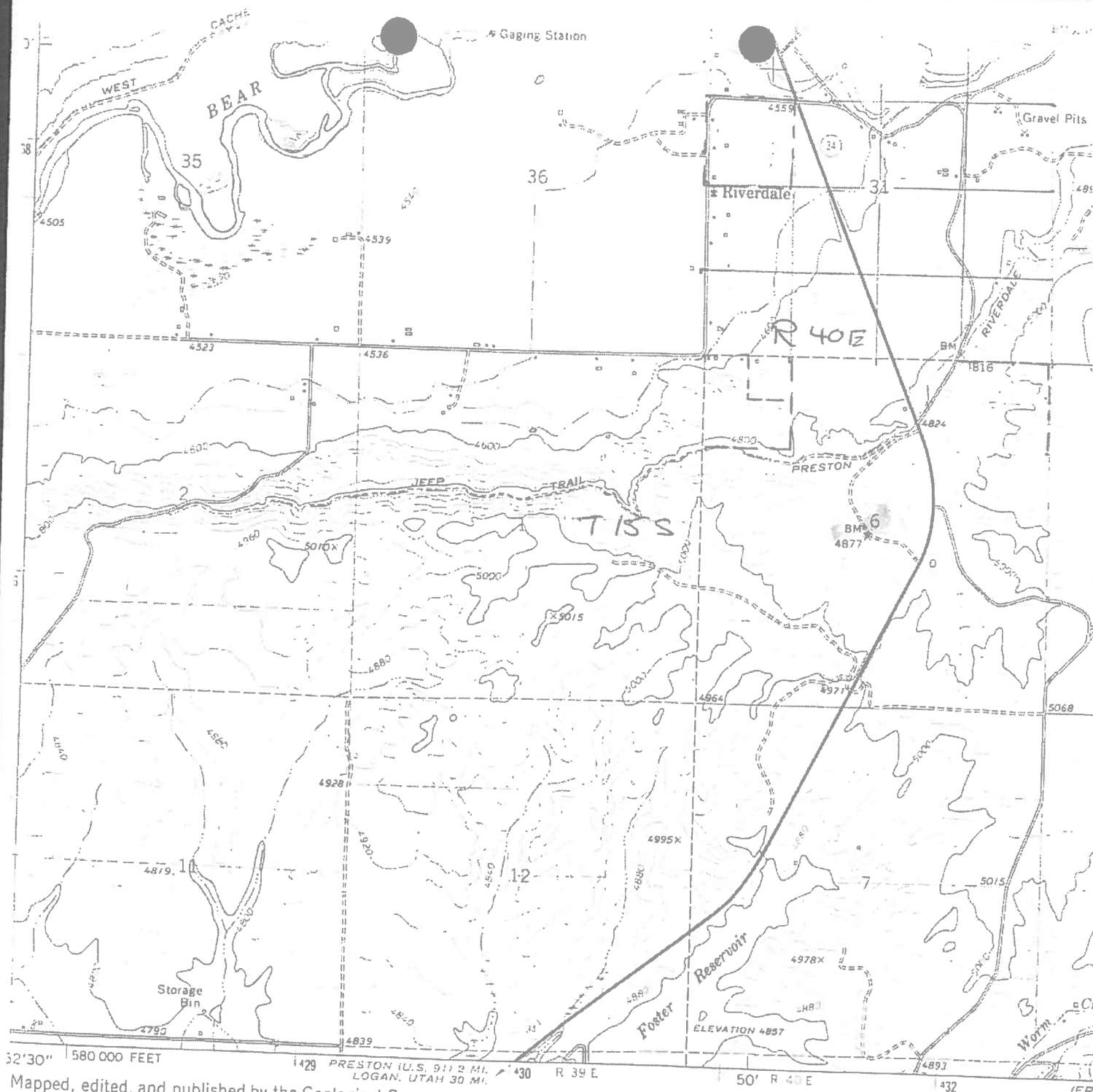
13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

  
(Applicant)

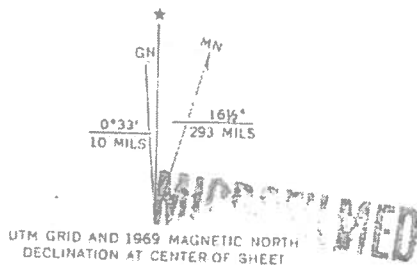


32°30' 580 000 FEET  
 Mapped, edited, and published by the Geological Survey  
 Control by USGS and USC&GS

Topography by photogrammetric methods from aerial  
 photographs taken 1968. Field checked 1969

Polyconic projection. 1927 North American datum  
 10,000-foot grid based on Idaho coordinate system,  
 east zone  
 1000-meter Universal Transverse Mercator grid ticks,  
 zone 12, shown in blue

Fine red dashed lines indicate selected fence lines



JUL 07 1993

THIS MAP COMPLIES WITH NA  
 FOR SALE BY U. S. GEOLOGICAL SURVEY, DEN'  
 A FOLDER DESCRIBING TOPOGRAPHIC M.