

RECEIVED

DEC 26 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE 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?
36-14369	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Suzanne and William C. Giltner
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): CSC Farms an Idaho General Partnership
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

P.O. Box 486
Mailing address

Jerome ID 83338
City State ZIP

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: December 20, 2013

6. 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.

Buyer: CSC Farms an Idaho General Partnership

7. Signature: [Signature] [Signature] 12/23/13
Signature of new owner/claimant Title, if applicable Date
- Signature: _____ Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 12/27/13 Receipt No. 5033726 Receipt Amt. \$25.00

Approved by _____ Processed by _____ Date _____

Instrument # 2135768

JEROME COUNTY, JEROME, IDAHO
12-20-2013 01:19:13 No. of Pages: 5
Recorded for : LAND TITLE AND ESCROW
MICHELLE EMERSON Fee: 22.00
Ex-Officio Recorder Deputy J. Wilson

WARRANTY DEED

COPY

J-41965

KNOW ALL MEN BY THESE PRESENTS,

That WILLIAM C. GILTNER AND SUZANNE J. GILTNER, husband and wife, of 124 Doral Avenue, Jerome, ID 83338 (hereinafter called "Grantors"), hereby grant, bargain, sell and convey unto CSC Farms, an Idaho general partnership, of PO Box 486, Jerome, ID 83338 (hereinafter called the "Grantee"), the following described real property located in Jerome County, Idaho:

See Exhibit 1 attached hereto and incorporated by reference

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including, but not limited to 2.59 shares of Northside Canal Company Water Stock and water right no. 36-14369.

SUBJECT TO:

Taxes subsequent to the year 2013, a lien, but not yet due and payable.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Power Line Easement given by Fentress Hill and Marion N. Hill, husband and wife, to Idaho Power Company, a corporation, dated June 5, 1929, recorded July 31, 1929 in Book 96 Page 414 as Instrument Number 41652, Jerome County records, affecting the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 8 South, Range 17, East Boise Meridian.

Underground Power Line Easement given by Bill Giltner to Idaho Power Company, a corporation, dated September 8, 1989, recorded February 13, 1990 as Instrument Number 319582, Jerome County records, affecting a portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 8 South, Range 17, East Boise Meridian.

The following reserved easements:

Irrigation Easement for Residential Parcel. A nonexclusive easement for the installation, maintenance and repair of an irrigation water holding-pond, underground irrigation pipeline, headgate, irrigation ditch and pump station, the boundaries of said irrigation easement being more particularly described as:

Commencing at the North One Quarter (N1/4) corner of Section 29, Thence South 89°52'44" East along the North boundary of the NE1/4 of Section 29 for a distance of 1304.34 feet; Thence South 00°17'10" East parallel with the East boundary of the NW1/4NE1/4 of Section 29 for a distance of 820.00 feet to the TRUE POINT OF BEGINNING:

Thence continuing South 00°17'10" East for a distance of 17.75 feet;

Thence North 29°28'36" West for a distance of 88.58 feet;

Thence North 60°13'18" West for a distance of 149.48 feet;

Thence North 26°39'28" East for a distance of 127.17 feet;
Thence South 25°10'05" East for a distance of 273.19 feet to the TRUE POINT OF BEGINNING.

The irrigation easement is for the benefit of the parcel owned by Grantors which is more particularly described as:

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 29: A parcel of land located in a portion of NE¼NE¼, being more particularly described as follows:

Commencing at the Northeast corner of Section 29 and being THE REAL POINT OF BEGINNING;

Thence North 89°52'44" West, 765.98 feet along the North boundary of Section 29;
Thence South 00°16'56" East, 398.67 feet;
Thence North 61°45'25" East, 122.87 feet;
Thence North 67°33'39" East, 99.86 feet;
Thence North 73°00'40" East, 90.33 feet;
Thence North 79°40'20" East, 129.38 feet;
Thence North 84°26'42" East, 120.33 feet;
Thence South 88°30'29" East, 231.04 feet to the East boundary of Section 29;
Thence North 00°13'02" West, 245.56 feet along the East boundary of Section 29 to

THE REAL POINT OF BEGINNING.

Hereinafter said parcel is referred to as "Residential Parcel".

Said irrigation easement shall be perpetual and run with and bind the real property where the easement is located and the Residential Parcel. The irrigation easement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

said irrigation easement is also for the use and benefit of Exhibit :

Underground Electrical Utility Easement for Residential Parcel. A nonexclusive 20 foot easement for the installation, maintenance and repair of an underground electrical line for irrigation, said easement being 10 feet each side of the following described centerline:

Commencing at the North One Quarter (N1/4) corner of Section 29, Thence South 89°52'44" East along the North boundary of the NE1/4 of Section 29 for a distance of 1304.34 feet; Thence South 00°17'10" East for a distance of 143.05 feet and being the TRUE POINT OF BEGINNING:
Thence North 13°03'22" West for a distance of 75.59 feet;
Thence South 45°44'38" West for a distance of 15.03 feet;
Thence South 32°37'08" West for a distance of 13.46 feet;
Thence South 24°50'02" West for a distance of 268.50 feet;
Thence South 15°51'42" West for a distance of 96.28 feet;
Thence South 21°26'34" East for a distance of 91.60 feet;
Thence South 20°59'32" East for a distance of 84.21 feet +/- to pump station.

Said easement is depicted on a survey recorded on July 28, 2013 as Instrument No. 2133450. In the event of any conflict between the survey and the legal description contained in this instrument, the legal description contained herein shall be controlling.

The underground electrical utility easement is for the benefit of the Residential Parcel. The underground electrical utility easement shall be perpetual and run with and bind the real property where the easement is located and the Residential Parcel. The underground electrical utility easement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

COVENANTS AND AGREEMENTS OF GRANTORS. Grantors, on behalf of the Grantors and the Grantors' heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, as follows:

Indemnification. To indemnify, defend, and hold harmless any owner of all or part of the real property where the foregoing easements are located from any loss, claim, or other liability of any nature (including attorney fees and costs) that may result directly or indirectly from any use of or improvement to the easement areas by the Grantors or any other person or entity.

Insurance. To purchase and maintain at all times a policy of general liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement, or equivalent in an amount of not less than \$2,000,000 per occurrence of bodily injury and property damage combined. The policy shall insure the Grantors with the owner(s) of the real property where the easements are located as an additional insured and shall also insure against liability arising out of the use, occupancy, repair or maintenance of the easements. The policy shall be in a form acceptable to Grantee. Grantors shall furnish Grantee with a certificate of insurance upon request.

Repair and Maintenance. To maintain all improvements installed by Grantors in the easement areas in good and sufficient repair. In the event Grantors damage any improvements in the easement areas belonging to Grantee, Grantors agree to repair said damage as promptly as is reasonably possible. If such repairs or maintenance are not made, Grantee, upon fifteen (15) days prior written notice, has the right to correct such condition. The Grantors agree to promptly reimburse the Grantee for such costs. The Grantors shall be personally liable, and the benefited real property shall be subject to a lien for all costs and expenses incurred by the Grantee in taking-such corrective action, plus all costs incurred in collecting the amounts due, including attorney's fees.

Also the following reserved easement:

Underground Irrigation Pipeline Easement for Adjacent Residential Parcel. A nonexclusive 20 foot easement for the installation, maintenance and repair of an underground irrigation pipeline, said easement being 10 feet each side of the following described centerline:

Commencing at the North One Quarter (N1/4) corner of Section 29, Thence South 89°52'44" East along the North boundary of the NE1/4 of Section 29 for a distance of 1324.34 feet; Thence South 00°17'10" East parallel with the East boundary of the NW1/4NE1/4 of Section 29 for a distance of 551.42 feet to the TRUE POINT OF BEGINNING:

Thence North 84°58'33" West for a distance of 20.09 feet;

Thence South 85°30'35" West for a distance of 78.41 feet;

Thence South 50°21'31" West for a distance of 41.69 feet +/- to pump station;

Said underground irrigation pipeline easement is for the benefit of the Adjacent Residential Parcel described on Page 2

WARRANTY DEED -

TO HAVE AND TO HOLD said premises with all appurtenances unto the said Grantee and its successors and assigns forever. Said Grantors do hereby covenant to and with said Grantee, that the Grantors are the owners in fee simple of said premises. And also that said premises are free and clear from all other encumbrances except current year's taxes, levies, and assessments and except as described above and that Grantors will warrant and defend the same from all claims whatsoever.

DATED this 20th day of December, 2013.

GRANTORS:

William C. Giltner
William C. Giltner

Suzanne J. Giltner
Suzanne J. Giltner

STATE OF IDAHO

)

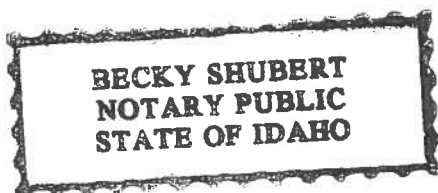
) ss.

County of Jerome

)

On this 20th day of December, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM C. GILTNER and SUZANNE J. GILTNER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Becky Shubert
NOTARY PUBLIC FOR IDAHO
Residence: Jerome ID
My Commission Expires 02232017

EXHIBIT 1

TOWNSHIP 8 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

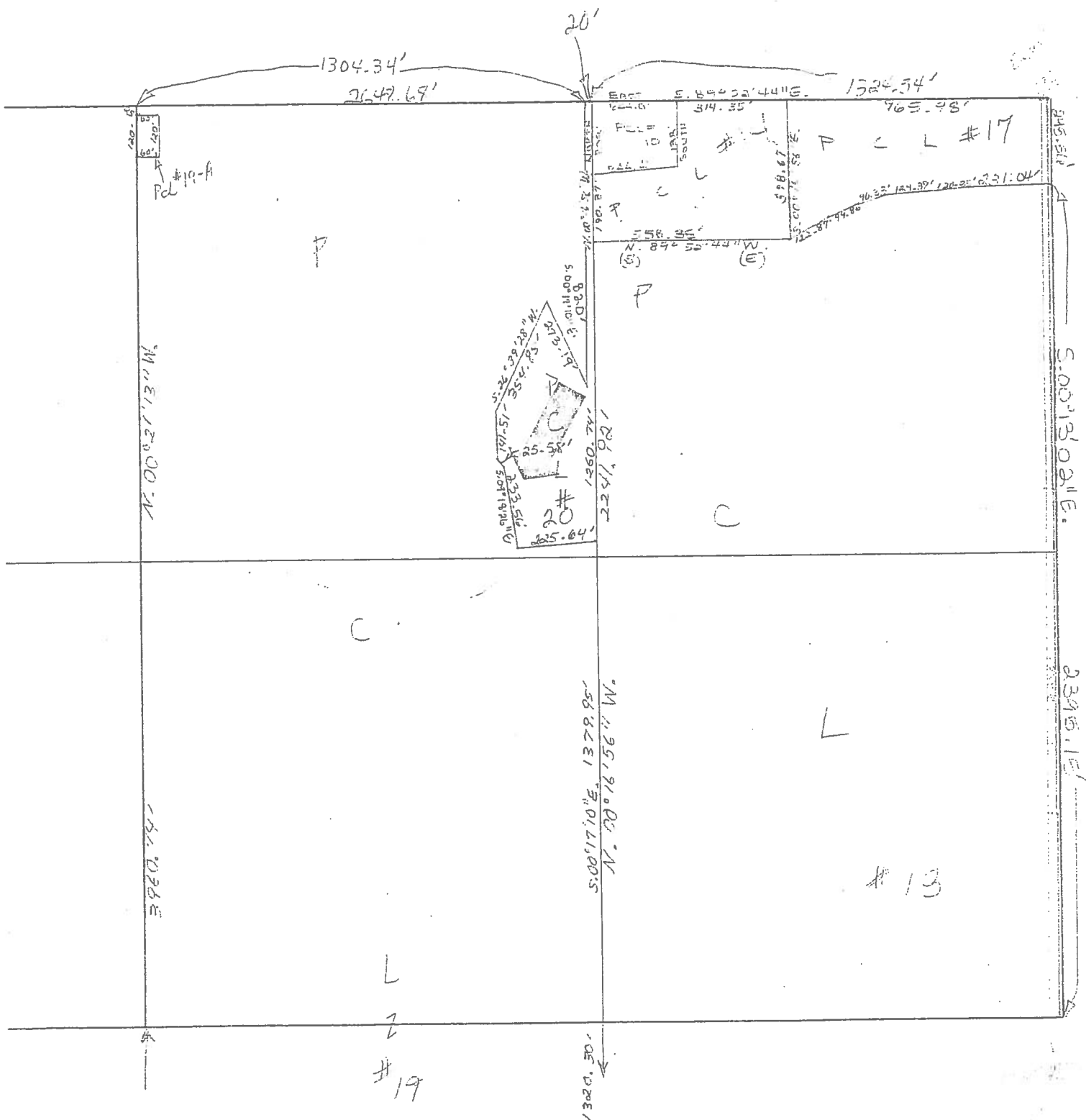
Section 29: A parcel of land located in the W½NE¼, more particularly described as follows:

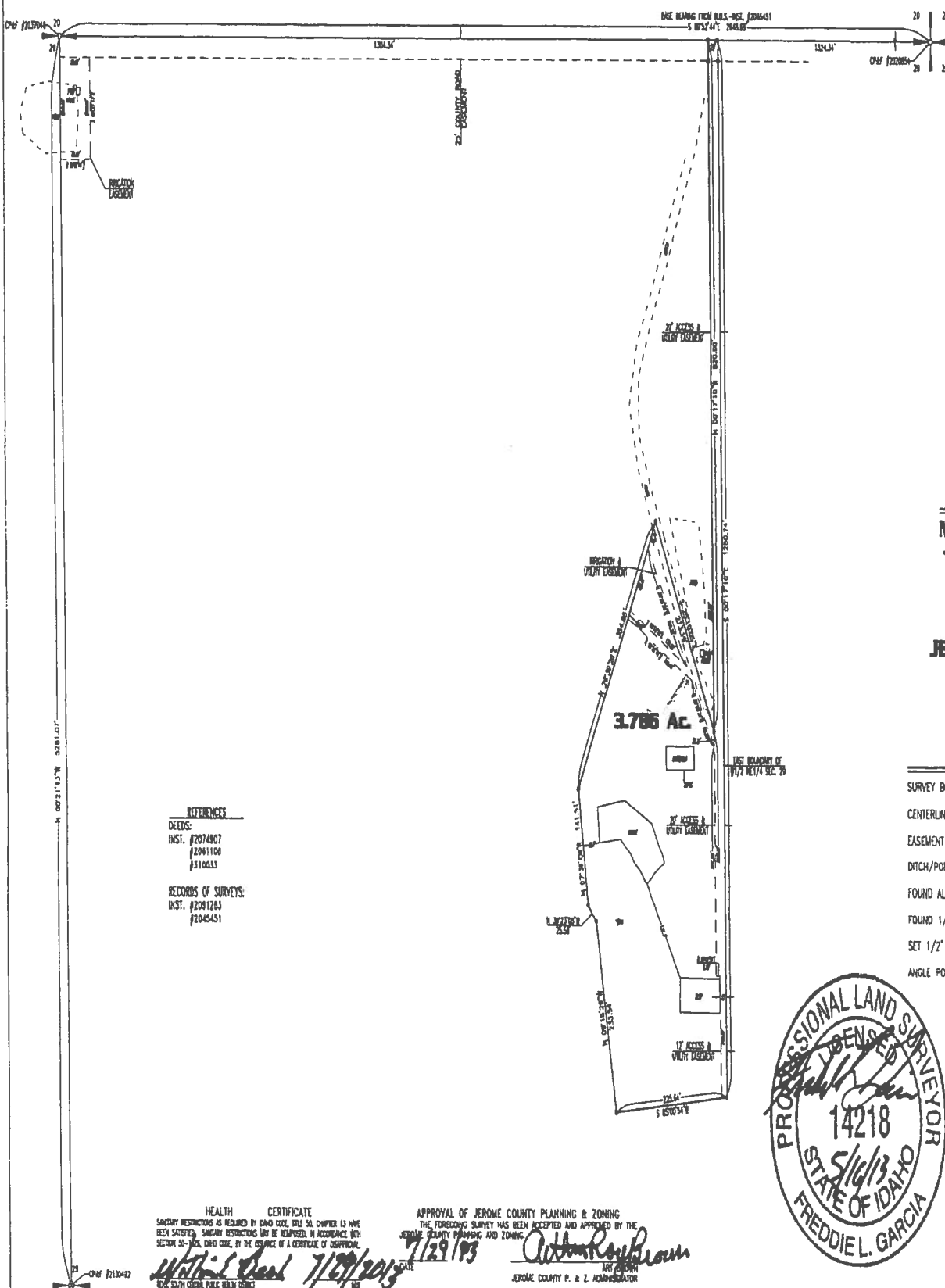
Commencing at the Northeast corner of said Section 29 from which the North One Quarter (N¼) corner of Section 29 bears North 89°52'44" West, 2648.68 feet;
Thence North 89°52'44" West along the North boundary of the NE¼ of Section 29 for a distance of 1324.34 feet to the Northeast corner of the W½NE¼ of Section 29 and being THE TRUE POINT OF BEGINNING;
Thence South 00°17'10" East along the East boundary of the W½NE¼ of Section 29 for a distance of 1260.74 feet;
Thence South 85°00'54" West for a distance of 225.64 feet;
Thence North 09°18'26" West for a distance of 233.56 feet;
Thence North 39°23'08" West for a distance of 25.58 feet;
Thence North 07°38'06" West for a distance of 141.51 feet;
Thence North 26°39'28" East for a distance of 354.85 feet;
Thence South 25°10'05" East for a distance of 273.19 feet;
Thence North 00°17'10" West parallel with the East boundary of the W½NE¼ of Section 29 for a distance of 820.00 feet to a point on the North boundary of the NE¼ of Section 29;
Thence South 89°52'44" East along the North boundary of the NE¼ of Section 29 for a distance of 20.00 feet to THE TRUE POINT OF BEGINNING.

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including, but not limited to 2.59 shares of North Side Canal Company Water Stock and water right no. 36-14369.

JOBT - L-L-E

NE4



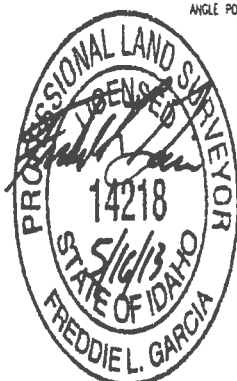


REFERENCES
 DEEDS:
 INST. #2074907
 #2041100
 #310033
 RECORDS OF SURVEYS:
 INST. #2041263
 #2045451

LOCATED IN
NW 1/4 NE 1/4 SECTION 29,
TOWNSHIP 8 SOUTH,
RANGE 17 EAST,
BOWNE MERIDIAN
JEROME COUNTY, IDAHO
2013

LEGEND

- SURVEY BOUNDARY LINE
- CENTERLINE EASEMENT
- EASEMENT LINE
- DITCH/POUD BANK
- FOUND ALUMINUM CAP
- FOUND 1/2" STEEL PIN
- SET 1/2" REBAR & CAP
- ANGLE POINT - NOT SET



HEALTH CERTIFICATE
 SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 54, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED IN ACCORDANCE WITH SECTION 50-102, IDAHO CODE, BY THE COURSE OF A CONFERENCE OF DEPARTMENTAL AGENCIES.
 DATE: 7/29/13
 BY: [Signature]

APPROVAL OF JEROME COUNTY PLANNING & ZONING
 THE FOREGOING SURVEY HAS BEEN ACCEPTED AND APPROVED BY THE JEROME COUNTY PLANNING AND ZONING.
 DATE: 7/29/13
 BY: [Signature]
 JEROME COUNTY P. & Z. ADMINISTRATION

I, FREDDIE L. GARCIA, DO HEREBY CERTIFY THAT THIS MAP IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED UNDER MY SUPERVISION AND DIRECTION.

GARCIA LAND SURVEYING, I.L.C.	
LAND DIVISION SURVEY FOR: WILLIAM C. GILNER	
LOCATED IN: NW 1/4 NE 1/4 SECTION 29, TOWNSHIP 8 SOUTH, RANGE 17 EAST, BOWNE MERIDIAN, JEROME COUNTY, IDAHO	
PREPARED BY: S. WISSELL	ALLOTTED:
DATE: 05.14.2013	
JOB NO: 13-00271-GILNER	SHEET NO: 1 OF 2