

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 20 2013

DEPT. OF WATER RESOURCES
SOUTHERN 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?
Decree 37-10546	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

AL Raney & Karen Raney
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Trevor Thompson
Name of each new owner as listed on the conveyance document

Kerry Thompson
New owner continued ☐ Name connector ☐ and ☒ or ☐ and/or

1243 E 1520 N
Mailing address

Richfield ID 83349
City State ZIP

208-669-1832 Kerryt2727@yahoo.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: 2008

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.

7. Signature: Trevor Thompson Title, if applicable _____ Date 3-13-13
Signature: Kerry Thompson Title, if applicable _____ Date 3-13-2013

For IDWR Office Use Only:

Received by DM Date 3-20-2013 Receipt No. 5033126 Receipt Amt. \$25-
Approved by _____ Processed by _____ Date _____

Recording Requested By and
When Recorded Return to:

TREVOR THOMPSON
KERRY THOMPSON
1243 E 1520 N
Richfield, ID 83349
L-37445

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>186030</i> <i>APR 10 2008</i> at <i>15</i> minutes past <i>5</i> PM recorded by <i>Cheryl E. [unclear]</i> Fee <i>4.00</i> Return to <i>Cheryl E. [unclear]</i>

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 8th day of December, 2008, is between # 188 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC, an Idaho limited liability company ("Grantor"), and TREVOR THOMPSON AND KERRY THOMPSON, HUSBAND AND WIFE ("Grantee"), whose legal address is: 1243 E 1520 N, Richfield, ID 83349.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Lincoln, State of Idaho, more particularly described as follows:

See legal description described on Exhibit "A" attached hereto

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the sealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of May 2, 2008.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

#188 PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: 
Its: Vice President

STATE OF IDAHO

)
) ss.
)

COUNTY OF ADA

On this 8th day of December, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Jesse Hamilton, known to me to be the Vice President of Pioneer 1031 Company, an Idaho corporation, which corporation is the Sole Member of #188 Pioneer Exchange Accommodation Titleholder, LLC, an Idaho limited liability company, and acknowledged to me that he executed the within and foregoing instrument for and on behalf of said corporation as Sole Member of said limited liability company and in said corporation's name as Sole Member of said limited liability company.

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




Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 1/22/2010

Exhibit "A"

Order Number: L-37445

PARCEL NO. 1:

TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 13: SW $\frac{1}{4}$ /SW $\frac{1}{4}$;

PARCEL NO. 2:

TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 14: N $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;

PARCEL NO. 3:

TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 23: N $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$;

N $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land

Beginning at the Richfield Farm to Market Road at a point where the SE $\frac{1}{4}$ of Section 23 and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23 meet at the fence line at the established fence line and in a Westerly direction to a point connecting with the corner of the established fence or boundary line of Andrew G. Paulsons' land;
Thence following the above fence line in a North and Westerly direction to a point 4 feet South of the established contour ditch which is used for a purpose of watering the land North and East of the above mentioned ditch, the North boundary line to continue in an Easterly direction and at no point to be closer than 4 feet from the South side of the above mentioned ditch to a point at the fence line of the West side of the Richfield Farm to Market Road;
Thence due South to THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, run North, on the North and South quarter line of Section 23, a distance of 945 feet;
Thence East, 185 feet;
Thence in a Southeasterly direction a distance of 900 feet;
Thence South 200 feet to the South line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23;
Thence West 700 feet to THE PLACE OF BEGINNING.

PARCEL NO. 4:

TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 24: N $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$;

WARRANTY DEED

#L-37445

For Value Received

ROBERT F. HILL, a single man

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

#188 Pioneer Exchange and Accommodation Titleholder, LLC
Address: 703 Americana Blvd., Suite 120, Boise, ID 83702

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>Land Title & Escrow - J</i>	184929
MAY 02 2008	
at <i>52</i> minutes past <i>11</i> A M	
recorded by <i>Emily J. Dubrow</i>	
Fee: <i>60</i> Return to: <i>above by hand</i>	

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

PARCEL NO. 1:

**TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 13: SW $\frac{1}{4}$ SW $\frac{1}{4}$;

PARCEL NO. 2:

**TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 14: N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$;

PARCEL NO. 3:

**TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 23: N $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$;

N $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPTING THEREFROM the following described parcel of land

**Beginning at the Richfield Farm to Market Road at a point where the SE $\frac{1}{4}$ of Section 23 and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23 meet at the fence line at the established fence line and in a Westerly direction to a point connecting with the corner of the established fence or boundary line of Andrew G. Paulsons' land;
Thence following the above fence line in a North and Westerly direction to a point 4 feet South of the established contour ditch which is used for a purpose of watering the land North and East of the above mentioned ditch, the North boundary line to continue in an Easterly direction and at no point to be closer than 4 feet from the South side of the above mentioned ditch to a point at the fence line of the West side of the Richfield Farm to Market Road;
Thence due South to THE POINT OF BEGINNING.**

AND EXCEPTING THEREFROM the following described parcel of land:

**Beginning at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, run North, on the North and South quarter line of Section 23, a distance of 945 feet;
Thence East, 185 feet;
Thence in a Southeasterly direction a distance of 900 feet;
Thence South 200 feet to the South line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23;
Thence West 700 feet to THE PLACE OF BEGINNING.**

PARCEL NO. 4:

**TOWNSHIP 3 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO**

Section 24: N $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$;

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2008 and subsequent years, a lien, but not yet due or payable.

Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided.

Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided.

Way for canals, laterals and waste ditches of Big Wood Canal Company.

Private Right of Way and Tree Trimming Permit given by Mrs. W.J. Tapper, to West Coast Power Company, a Delaware corporation, dated August 1939, recorded August 22, 1939 in Book 5 Page 15 as Instrument Number 77596, Lincoln County records, affecting the NE¼NE¼ of Section 23, Township 3 South, Range 19 East Boise Meridian. (Parcel No. 3)

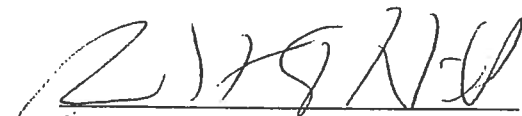
Private Right of Way and Tree Trimming Permit given by Big Wood Canal Company of Shoshone to West Coast Power Company, a Delaware corporation, dated September 3, 1940, recorded September 9, 1940 in Book 5 Page 64 as Instrument Number 79388, Lincoln County records, affecting the NE¼NW¼ and NW¼NE¼ of Section 22, and the NW¼NW¼ of Section 23, Township 3 South, Range 19, East Boise Meridian. (Parcel No. 3)

Agreement for Easement and Right of Way given by W.J. Tapper to the United States of America, dated April 24, 1940, recorded January 24, 1942 in Book 5 Page 182 as Instrument Number 81687, Lincoln County records, affecting the North side of the S½SE¼ of Section 14; also along the East side of the SE¼SE¼ of Section 14 and along the East side of the NE¼NE¼ of Section 23, thence along the North side of the S½NW¼ of Section 24, thence South along the East side of the SE¼NW¼ and the NE¼SW¼ of Section 24, Township 3 South, Range 19, East Boise Meridian. (Parcel No. 2, 3 and 4)

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 392.0 shares of capital stock in Big Wood Canal Company

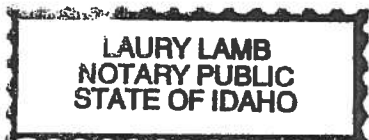
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

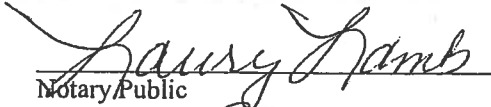
Dated: April 21, 2008


ROBERT F. HILL

STATE OF IDAHO)
) ss.
COUNTY OF Jerome)

On this 21 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT F. HILL**, 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.




Notary Public

Residing at: Jerome

My Commission expires: 4/2/2010