

RECEIVED

JUL 30 2012

Department of Water Resources
Eastern 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?
13-7800	Yes ☐		Yes ☐		Yes ☐
13-7804	Yes ☐		Yes ☐		Yes ☐
13-7796	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: George G. Housley and Lois B. Housley, Trustees of the
Name of current water right holder/claimant George G. Housley and Lois B.
3. New Owner(s)/Claimant(s): Diane B. Casperson Housley Revocable
Name of each new owner as listed on the conveyance document Living Trust
QUENTIN R. CASPERSON
New owner continued ☐ Name connector ☐ and ☐ or ☒ and/or
299 West CENTER ST. #1
Mailing address Logan UT 84321
City State ZIP
435) 752-1567 QCASPER@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: 7-18-12

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: [Signature] 7/18/2012
Signature of new owner/claimant Title, if applicable Date
Signature: [Signature] 7-18-2012
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 7/30/2012 Receipt No. E037855 Receipt Amt. \$ 75.-
Approved by [Signature] Processed by [Signature] Date 8/2/2012

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA

SCANNED

IN FILE # 13-7796

JUL 2 2012

NTF-61538
Quentin R. Casperson
299 West Center Street, Ste 1
Logan, UT 84321

255473 1-2

COPY

Recorded at the request of
Northern Title Co
Time 9:25

JUL 19 2012

WARRANTY DEED

SHAUNA T GEDDES, RECORDER
BY Ruth Rawls Deputy
FRANKLIN COUNTY IDAHO

George G. Housley and Lois B. Housley, Trustees of the George G. Housley and Lois B. Housley Revocable Living Trust,

Grantor(s) of Preston, County of Franklin, State of ID hereby **CONVEY AND WARRANT** to

Quentin R. Casperson and DiAnne B. Casperson,

Grantee(s) of Millville, County of Cache, State of UT for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin County, State of ID:

See Exhibit A

Subject to easements, declarations of covenants and restrictions, rights of way of record, and taxes for the current year and thereafter.

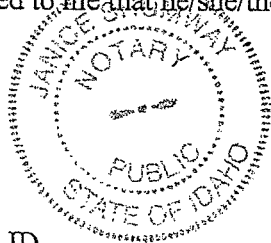
Witness, the hand(s) of said Grantor(s), this July 18, 2012.

George G. Housley
George G. Housley, Trustee

Lois B. Housley
Lois B. Housley, Trustee

State of Idaho)
County of Franklin)

On July 18, 2012, personally appeared before me, George G. Housley and Lois B. Housley, Trustees of the George G. Housley and Lois B. Housley Revocable Living Trust, the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.



Janice Shumway
Notary Public

Resides: Preston ID
Expires: 03/12/2017

255473 2-2

Exhibit "A"

Township 15 South, Range 39 East of the Boise Meridian, Franklin County, Idaho

Section 20: Southwest quarter of the Southeast quarter

Also, Commencing at the Southeast corner of the Northwest quarter of the Southeast Quarter of Section 20; thence running North 12 rods; thence West 160 rods; thence South 12 rods; thence East 160 rods to the place of beginning.

Also, Commencing at the Northwest corner of the South half of the Southwest quarter of Section 20 and running thence East 160 rods; thence South 40 rods; thence West 160 rods; thence North 40 rods to the place of beginning.

Excepting Therefrom: All that portion lying South of the center line of Five Mile Creek.

Also Excepting:

Commencing at a point 12 rods North of the Southwest corner of the Northeast quarter of the Southwest Quarter of said Section 20, and running thence South 107 feet; thence East 407.2 feet; thence North 107 feet; thence West 407.2 feet to the place of beginning.

Also Excepting therefrom:

All property lying East of the River

Together with and reserving a right of way for construction and maintenance of fence and waterway along Five Mile Creek.

COPY

REAL ESTATE PURCHASE AND SALE AGREEMENT
(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTIONS, CONSULT YOUR ATTORNEY.

Preston, Idaho 6-25, 2012
Quentin B. Casperson
(hereinafter called "BUYER") agrees to purchase, and the undersigned agrees to sell the following described real estate hereinafter referred to as "PREMISES" located in Preston County of Franklin, State of Idaho, commonly known as See attached legal
legally described as:

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER.)

1. TOTAL PURCHASE PRICE IS Eighty thousand dollars
and no/100 DOLLARS (\$ 80,000.00)
payable as follows:

A. Earnest Money

(a) Buyer hereby deposits and a receipt is hereby acknowledged of N/A Dollars (\$ N/A) evidenced by: N/A Cash N/A Personal Check N/A Cashiers Check N/A Note Due or N/A paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) All Earnest Money shall be held by N/A for the benefit of the parties hereto. If Northern Title Company holds the earnest money the following applies:

Escrow Agent (1) is not a party to the Earnest Money Contract, (2) has no liability on a check until the check has cleared, (3) shall not be liable for any interest or other charge on the Earnest Money and shall be under no duty to invest or reinvest funds held by it at any time, (4) does not represent the allowable use or activity on the Property, (5) does not promise to deliver the Commitment within the time stated in the Earnest Money Contract, and (6) requires that Buyer make written request of the Escrow Agent for copies of covenants and documents. Funds are held in an FDIC insured institution.

(c) In the event this transaction is cancelled, the earnest money will be:
(Check applicable box)

1. Earnest money non-refundable and paid to seller { }
2. Earnest money refunded to buyer { }

B. Balance of purchase price to be paid as follows:

@ closing
2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of N/A. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

N/A

REAL ESTATE PURCHASE AND SALE AGREEMENT

4. The Seller shall, within a reasonable time after closing, furnish to the buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title company showing the condition of the title to said premises. The parties agree that **NORTHERN TITLE COMPANY** shall provide said title policy and preliminary report or commitment.

It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to complete the sale as herein agreed, such failure shall constitute a default and the **Earnest Money shall be returned to (See Item 1c)**. The Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be **NORTHERN TITLE COMPANY**. Where not otherwise proved by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before 7-30-12

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before @ closing, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of @ closing except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions:

Each party will pay their own closing costs.

9. The following items of property now on the premises are specifically EXCLUDED from the sale:

N/A

The following items of personal property are specifically INCLUDED in the sale:

Water goes with land

13-7800, 13-7804, 13-7796

10. IMPORTANT: THE RESERVE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Buyer Signature

Buyer Signature

Seller Signature

Seller Signature

Buyer's Address

Buyer's Phone

Seller's Address

Seller's Phone

299 W. Center Ste #1

435-770-5848

PO Box 616 Preston ID

520-909-5030

Logan
ut.
84321

83263

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