

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 16 2012

Department of Water Resources
Eastern 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?
277439	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Niel Bithel
Name of current water right holder/claimant

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

Thane B Christensen Connie Christensen
Name of each new owner as listed on the conveyance document
Nicholas B Christensen
New owner continued ☒ and ☐ or ☒ and/or
129 N 1200W
Mailing address
Blackfoot ID 83221
City State ZIP
208-243-3448
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:

April 4, 2006

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:

Connie Christensen
Signature of new owner/claimant

Title, if applicable

3-16-12
Date

- Signature:

Thane Christensen
Signature of new owner/claimant

Title, if applicable

3-16-12
Date

For IDWR Office Use Only:

Received by

JB
JB

Date

3/16/2012

Receipt No.

E037409

Receipt Amt.

\$25.-

Approved by

Processed by

JB

Date

3/16/2012

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

565531

CLERK OF COUNTY RECORDS
BLACKFOOT, IDAHO
FEE 6 DEPT 6

2006 APR -4 PM 2:53

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **153503-B (Id)**

Date: **March 31, 2006**

For Value Received, **The Neil F. and Margaret Eleanor Bithell Irrevocable Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Thane B. Christensen and Connie Christensen, husband and wife and Nicholas Christensen, an unmarried man**, hereinafter called the Grantee, whose current address is **129 North 1200 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

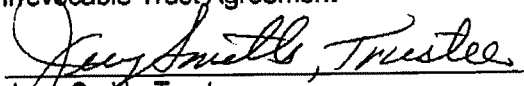
Parcel A:

Part of the SE $\frac{1}{4}$ of Section 10, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at the E $\frac{1}{4}$ corner of said Section 10, the True Point of Beginning, and running thence S. 00°39'53" W. 1926.42 feet along the East line of said Section 10; thence N. 89°22'55" W. 159.68 feet; thence S. 07°47'50" W. 196.36 feet; thence S. 40°08'00" W. 168.75 feet; thence S. 52°46'30" W. 219.58 feet; thence S. 47°36'47" W. 193.19 feet; thence S. 56°13'52" W. 108.83 feet; thence S. 00°39'53" W. 61.13 feet, more or less, to the South line of said Section 10; thence N. 89°22'55" W. 622.93 feet along said South line of said Section 10; thence N. 00°36'47" E. 300.00 feet; thence N. 89°22'55" W. 600.00 feet; thence S. 00°36'47" W. 300.00 feet; thence N. 89°22'55" W. 718.48 feet to the S $\frac{1}{4}$ corner of said Section 10; thence N. 00°33'41" E. 2639.58 feet along the Meridional center line of said Section 10 to the Center quarter corner; thence S. 89°24'06" E. 2641.73 feet along the Latitudinal center line of said Section 10 to the point of beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Neil F and Margaret Eleanor Bithell
Irrevocable Trust Agreement


Jerry Smith, Trustee

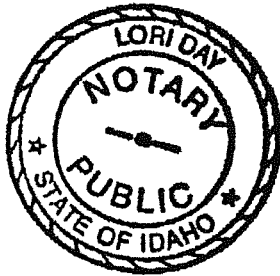
Date: 03/31/2006

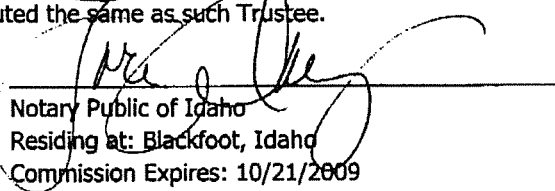
Warranty Deed
- continued

File No.: 153503-B (Id)

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **Thirty-first day of March, 2006**, before me, a Notary Public in and for said State, personally appeared **Jerry Smith**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **Neil F and Margaret Eleanor Bithell Irrevocable Trust** Trust, and acknowledged to me that he executed the same as such Trustee.




Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

565531

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

RECORDED AT THE REQUEST OF
BLACKFOOT, IDAHO
FEE 6 - DEP 6

2006 APR -4 PM 2: 53

RECORDED AT THE REQUEST OF

565532

FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 153503A-B (Id)

Date: March 31, 2006

For Value Received, **Randy Coles as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Thane B. Christensen and Connie Christensen, husband and wife and Nicholas Christensen, an unmarried man**, hereinafter called the Grantee, whose current address is **129 North 1200 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PARCEL B1:

A tract of land situate in **Section 10, Township 2 South, Range 36 E.B.M., Bingham County, Idaho**, more particularly described as follows, to wit: Beginning at a point 1624 feet W. from the SE corner of the NE $\frac{1}{4}$ of said Section 10; thence W. 1056 feet to a point on the East bank of a small farm lateral; thence N. 0°10' E. along East bank of said farm lateral to the S. side of the County Road; thence S. 79°25' E. 1080 feet; thence S. to point of beginning. EXCEPTING THEREFROM that part of the above described property lying N. and W. of the Snake River Irrigation Lateral.

PARCEL B2:

Part of the NW $\frac{1}{4}$ of Section 10, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is S. 00°39'49" W. 2640.58 feet along the section line to the E $\frac{1}{4}$ corner and N. 89°24'06" W. 2660.23 feet along the East-West center section line to the E. bank of a farm lateral as per Deed Instrument No. 183593 all from the NE corner of said Section 10 and running thence N. 89°24'06" W. 992.61 feet to the E. bank of a small farm lateral; thence N. 00°00'11" W. 1524.71 feet along said lateral to the easterly right-of-way of the Union Pacific Railroad; thence N. 49°13'00" E. 373.10 feet along said railroad right-of-way; thence S. 85°52'57" E. 718.62 feet to the Easterly bank of said farm lateral; thence S. 00°13'11" W. 1727.19 feet along said bank to the point of beginning.

PARCEL B3:

A 50 foot easement for ingress, egress and regress to the above described real property which easement is more fully described as follows, to wit: Beginning at a point that is S. 00°39'49" W. 2640.58 feet along the section line to the E $\frac{1}{4}$ corner of Section 10, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, and N. 89°24'06" W. 2660.23 feet along the East-West center section line to the E. bank of a farm lateral as per Deed Instrument No. 183593 and N. 00°13'11" E. 1727.19 feet along said E. bank all from the NE corner of said Section 10 and running thence N. 85°52'57" W. 50.12 feet; thence N. 00°13'11" E. 217.47 feet to the Southerly right-of-way of a County road; thence S. 79°22'02" E. 50.84 feet along said right-of-way; thence S. 00°13'11" W. 211.69 feet along a farm lateral to the point of beginning.

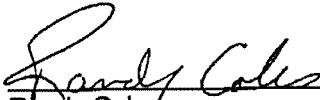
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

Date: 03/31/2006

Warranty Deed
- continued

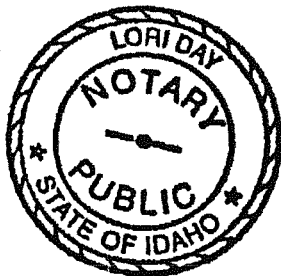
File No.: 153503A (Id)

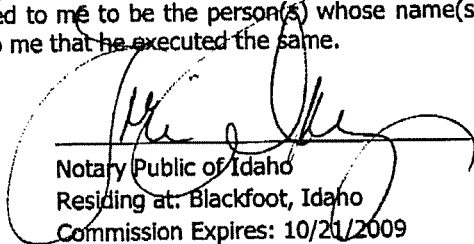
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.


Randy Coles

STATE OF Idaho)
ss.
COUNTY OF Bingham)

On this **Thirty-first day of March, 2006**, before me, a Notary Public in and for said State, personally appeared **Randy Coles**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

565532

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, ID 83221

565533

RECORDING REQUESTED BY
BLACKFOOT, IDAHO

FEE 9 DEP ✓

2006 APR -4 PM 2: 54

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 153503B-B (Id)

Date: March 31, 2006

For Value Received, **Melvin Coles and Alice Coles, husband and wife and Randy Coles, as his sole and separate property**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Thane B. Christensen and Connie Christensen, husband and wife and Nicholas Christensen, an unmarried man**, hereinafter called the Grantee, whose current address is **129 North 1200 West, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PARCEL C:

Beginning at the SE corner of the NE $\frac{1}{4}$ of Section 10, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, and running thence West 98 rods and 7 feet; thence North 104 rods and 9 feet; thence southeast to the East line of said NE $\frac{1}{4}$ to a point that is 90 rods and 15 feet North of the place of beginning; thence South 90 rods and 15 feet to the place of beginning.

EXCEPT: Beginning at a point that is S. 00°39'49" W. 1164.03 feet along the section line and N. 79°32'22" W. 342.50 feet along the south right-of-way of a county road being the True Point of Beginning from the NE corner of said Section 10; and running thence S. 10°27'38" W. 185.37 feet; thence N. 79°32'22" W. 235.00 feet; thence N. 10°27'38" E. 185.37 feet to the south right-of-way of a county road; thence S. 79°32'22" E. 235.00 feet along said right-of-way to the point of beginning.

ALSO EXCEPT: Beginning at a point that is S. 00°39'49" W. 1164.03 feet along the East line of said Section 10 to the True Point of Beginning all from the NE corner of said Section 10, and running thence S. 00°39'49" W. 466.47 feet along said section line; thence N. 89°20'11" W. 250.00 feet; thence N. 27°09'58" W. 287.49 feet; thence N. 10°27'38" E. 274.51 feet along the prolongation of the East line of a parcel as described in Bingham County Instrument No. 483008 to the NE corner of said parcel; thence S. 79°32'22" E. 342.50 feet along the prolongation of the southerly right-of-way of a county road to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point 225 feet S. of the NE corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 29; thence W. 245 feet; thence S. 324 feet; thence E. 245 feet; thence N. 324 feet to the point of beginning.

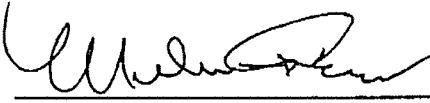
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

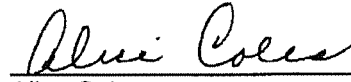
Date: 03/31/2006

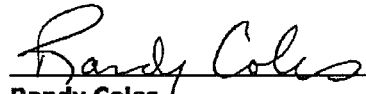
Warranty Deed
- continued

File No.: 153503B (Id)

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

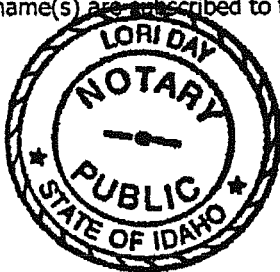

Melvin Coles

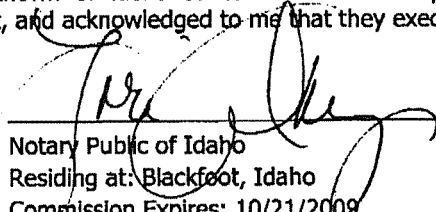

Alice Coles


Randy Coles

STATE OF Idaho)
SS.
COUNTY OF Bingham)

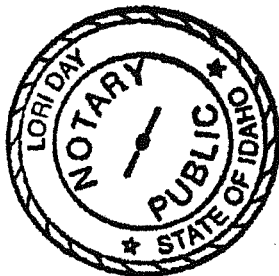
On this **Thirty-first day of March, 2006**, before me, a Notary Public in and for said State, personally appeared **Melvin Coles and Alice Coles**, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

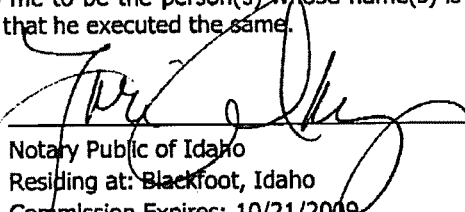



Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this **Thirty-first day of March, 2006**, before me, a Notary Public in and for said State, personally appeared **Randy Coles**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 10/21/2009

Date: **03/31/2006**

Warranty Deed
- continued

File No.: **153503B (Id)**

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