

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 11 2011
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?
35-14070 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Idaho Water Co. LLC c/o Del Kohtz
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Chris Blake
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or
P.O. Box 50538
Mailing address
Idaho Falls Idaho 83405
City State ZIP
208-589-8610
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: May 3, 2011

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: *Chris Blake* Title, if applicable Date 2/2/11
Signature of new owner/claimant

Signature: _____ Title, if applicable Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by *JB* Date 5/11/2011 Receipt No. E036646 Receipt Amt. \$25.-
Approved by _____ Processed by _____ Date _____

Instrument # 628259

BINGHAM COUNTY

5-6-2011 02:31:12 No. of Pages: 5

Recorded for : ROCKY MOUNTAIN ENVIRONMENTAL

SARA J. STAUB

Fee: 22.00

Ex-Officio Recorder Deputy

When recorded return to:

Rocky Mountain Environmental Associates Inc.
482 Constitution Way, Suite 303
Idaho Falls, ID 83402

SPECIAL WARRANTY DEED FOR WATER RIGHT

Idaho Water Company LLC, an Idaho Limited Liability Company registered to do business in Idaho as Idaho Water Company LLC, a/k/a Idaho Water Co. LLC whose address is 1135 Valley Rd. So. Eden, Idaho 83325, (Grantor) does hereby grant, bargain, sell, assign, and convey unto Chris Blake of the County of , State of Idaho whose address is PO Box 50538 Idaho Falls, Id. 83405.(Grantee) and to Grantees heirs and assigns forever, all of Grantor's right title and interest in the Water Shares or portions thereof described in Exhibits 1 and hereto (collectively the "Water Rights")

Grantor retains no residual or reversionary interest in any of the Water Shares listed in the exhibits of the contract between Buyer and Seller.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner of the Water Rights;
- (B) that Grantor has not conveyed any of the Water Rights to Anyone other than Grantee;
- (C) that each of the Water Rights is free from all liens, claims, Or encumbrances;
- (D) that Grantor has the authority to convey the Water Rights to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights.

Special Warranty Deed For Water Rights – 1

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor: [Signature] for Idaho Water Company LLC
Dated: 8/3/11 By: _____

Exhibits: Attached

Exhibit 1: Water Right Number 35-14070

Exhibit 2. Water Right Report attached

Exhibit 3. Legals of portions of Water Rights included in The Agreement for Purchase and Sale of Water Rights and evidenced by Water Right 35-14070

STATE OF IDAHO

County of Jerome)
) S.

On this 3rd day of MAY, 2011, before me the undersigned Notary Public in and for said state, personally appeared Del Kohtz, Del Kohtz known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

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

Jo Ann Wolf
Notary public for State of Idaho
Residing at Hazelton - ID 83335

My commission expires 8-20-11

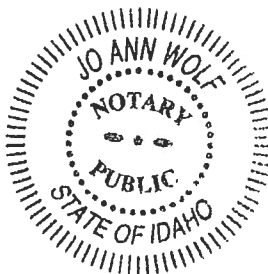


Exhibit - 2

WATER RIGHT NO. **35-14070**

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	IDAHO WATER CO LLC, C/O DEL KOHTZ
	1135 VALLEY RD S, EDEN, ID 83325

Priority Date: 08/19/1952

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.05 CFS	14 AFA
RECREATION STORAGE	01/01	12/31		6.6 AFA
DIVERSION TO STORAGE	01/01	12/31	0.04 CFS	
Total Diversion			0.09 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SWSW	Sec. 06	Township 01S	Range 37E	BINGHAM County
--------------	------	---------	--------------	-----------	----------------

Place of Use Legal Description: IRRIGATION BINGHAM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01S	37E	6		SWSW	3.5									

Place of Use Legal Description: RECREATION STORAGE BINGHAM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
01S	37E	6		SWSW										

Total Acres: 3.5

Conditions of Approval:

1.		Right 35-14070 authorizes the diversion of an annual total of 6.6 acre-feet for recreation storage to be used for the replacement of evaporation losses associated with the recreation pond. Right 35-14070 does not authorize diversion of ground water for the initial fill and subsequent refill of the recreation pond. The diversion of ground water for the initial fill and subsequent refill of the recreation pond must be authorized pursuant to a water bank lease or other approval from the Idaho Department of Water Resources.
2.	220	The pond established by the storage of water under this right shall not exceed a total surface area of 2.6 acre(s).
3.	221	The right holder shall install and maintain an impermeable liner in the pond to eliminate seepage losses.
4.	R05	Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
5.	R02	A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

Exhibit - 2

WATER RIGHT NO. 35-14070 (Cont.)

6.	214	Prior to the diversion and use of water under Transfer approval 76296, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
7.	213	Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
8.	R68	This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
9.	205	The approval of this transfer redefines all of the elements of this water right, and the new use of water authorized by this approval shall constitute the full extent of the right.
10.	046	Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
11.	004	This right does not grant any right-of-way or easement across the land of another.
12.	T07	The right holder shall accomplish the change authorized by this transfer within one year(s) of the date of this approval.
13.	T08	Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
14.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Decreed Date: 01/31/2002

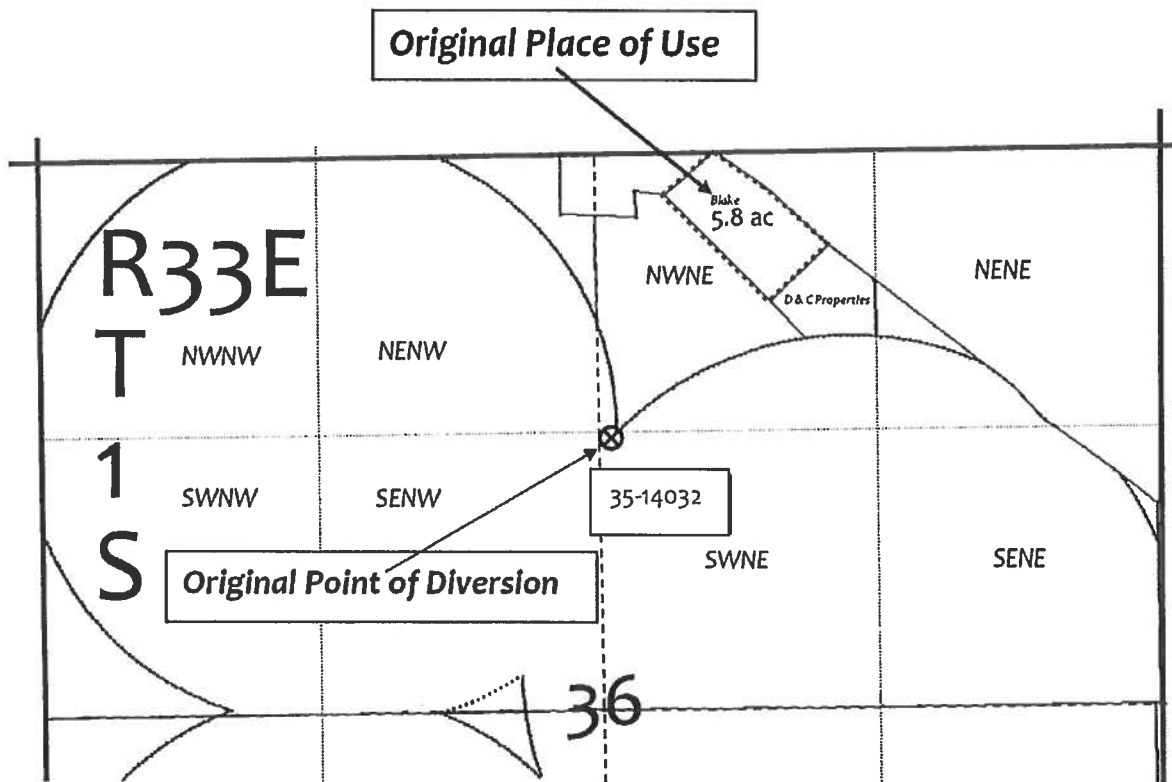
Water District Number: 120

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

EXHIBIT 3
WATER RIGHTS DESCRIPTION

Five and eight-tenths acres (5.8 ac) of water from water right 35-14032 (35-2241A Parent Right) from the NW¼NE¼ Sec 36, T01S, R33E. These acres were transferred creating water right 35-14070. A map is included below as part of Exhibit 3 showing the original place of use. No land is included in this Deed.



628259

IDAHO WATER COMPANY
AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 12th day of August, 2009 by and between Del Kohtz, Idaho Water Company LLC of 1135 Valley Rd. So. Eden, Idaho (hereinafter 'Seller') and Chris Blake of P.O. Box 50538, Idaho Falls, Idaho (hereinafter "Buyer"). The seller, Del Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers 23.2 acre feet/annum of Idaho Water Rights #35-2241A and the water appurtenant thereto, for \$ per acre foot or \$ per acre. There are 5.8 acres or 23.2 Acre Feet per year of water right included in this agreement. No land is included in this agreement

2. The total purchase price shall be \$ The balance of the purchase price shall be paid on the closing date described in paragraph 5 below, less 33% down payment paid at signing. A Payment of \$ shall be paid at signing.

3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department of Water Resources. If the application is not approved, this Agreement shall become null and void.

4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price for the contract to Seller shall take place at the offices of Rocky Mountain Environmental Associates, Inc. of Idaho Falls, Idaho, within thirty days of Buyers receipt of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

Agreement for Purchase and Sale of Water Right -1

5. This transfer will remain in the name of Idaho Water Co. until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed a change of ownership form will be signed by Idaho Water Co. (Del Kohtz)

6. In the event of any suit proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

7. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$ each.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

9. If Kohtz fails to accomplish the desired transfer with this or other comparable water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Buyer.

10. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. The changes made will not materially change the amount of money buyer has to pay, or the amount of water buyer receives.

11. Kohtz (Idaho Water Company) has no control over the amount of mitigation or writedown IDWR will require of Buyers particular transfer therefore the amount Buyer pays is based on the amount of water transferred out of the original Water Right. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC.

Agreement for Purchase and Sale of Water Right -2

OTHER PROVISIONS

IN WITNESS WHEREOF the parties have caused their names to be subscribed
on the dates set forth above.

SELLERS

Frank Water Co. LLC
Delmer J. [Signature]

BUYERS

Chris Blake

Agreement for Purchase and Sale of Water Right -3

28817

th

387203

WARRANTY DEED

GRANTORS, CECIL JOHNSON, a single man, of Shelley, Idaho, and HAROLD LOVELAND and BETTY LOVELAND, husband and wife, of Idaho Falls, Idaho, State of Idaho, for a good and valuable consideration, the receipt of which hereby acknowledged, does hereby grant, bargain, sell and convey unto CHRISTOPHER BLAKE and AMANDA BLAKE, whose current address is 665 Crestview, Idaho Falls, Idaho 83402, County of Bonneville, State of Idaho as GRANTEE, and to Grantee's heirs and assigns forever, all of the following described real estate located in the County of Bingham, Idaho:

Beginning at a point that is North 0°35' East along the section line, 449.66 feet from the Southwest corner of Section 6, Township 1 South, Range 37 East of the Boise Meridian; running thence North 87°40'30" West 1297.90 feet, thence North 0°14'40" East 394.62 feet, thence South 89°39'20" East 238.15 feet, thence North 0°20'40" East 56.0 feet, thence South 87°33'40" East 1062.27 feet to the West line of said Section 6, thence South 87°33'40" East 1033.73 feet, thence South 3°51'30" East 96.0 feet, thence South 20°11'10" West 377.15 feet, thence North 87°40'30" West 914.53 feet to the point of beginning containing 23.7 acres more or less.

SUBJECT TO all easements, rights of way, reservations, covenants and restrictions, zoning ordinances, use regulations and accruing taxes.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto, including but not by way of limitation 20 horsepower motor with pump, a mainline and handline sprinklers, the sheds, corrals and outbuildings presently on the premises which are granted in an "AS IS" condition without warranty.

Grantor, for himself, his heirs and assigns does hereby covenant, warranty and shall defend the quiet and peaceable possession of said premises by the grantee, his heirs and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 8th day of Jan, 1970.

Cecil Johnson
Cecil Johnson

Harold Loveland
Harold Loveland

Betty Loveland
Betty Loveland

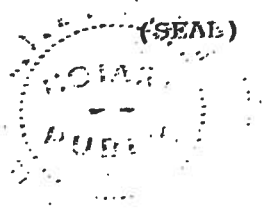
STATE OF IDAHO)
County of Bonneville) ss.

On this 8th day of Jan, 1970, before me the undersigned, a Notary Public for Idaho, personally appeared Cecil Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

[Signature]
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 11-24-72

(SEAL)

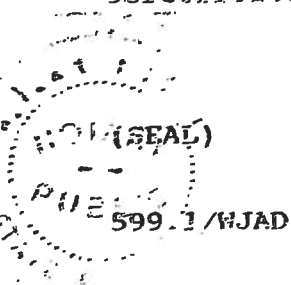


STATE OF ~~CALIFORNIA~~)
County of ~~San Diego~~) ss.

On this 12 day of NOV, 1970, before me the undersigned, a Notary Public for California, personally appeared Harold Loveland and Betty Loveland, known to me to be the persons whose names are subscribed to the within 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.

[Signature]
Notary Public for California Idaho
Residing at: Idaho Falls
My Commission Expires: 11-24-92



387203

RECORDED
INDEXED
90

1980 FEB -8 AM 10:49

AT THE REQUEST OF
CITY RECORDS & COMMUNITY

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

504512

QUITCLAIM DEED

FEE 3.00 SEP C

2001 SEP 26 AM 11:57

RECORDED AT THE REQUEST OF

ORDER NO.: 3020002070-L

FOR VALUE RECEIVED, Wilson Christopher Blake and Amanda Jo Blake, also shown of record as Christopher Blake and Amanda Blake, Husband and Wife

Do(es) hereby convey, release, remise and forever quit claim unto Alliance Title & Escrow Corp.

Christopher Blake and Amanda Blake, Husband and Wife

whose current address is:: 2950 Druvor St., Idaho Falls, ID 83402

the following described premises:

That portion of the following described parcel lying within the Southwest Quarter of the Southwest Quarter of Section 6, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point that is North 0°35'00" East 906.30 feet along the Section line from the SE corner of said Section 1, and running thence North 87°33'40" West 1062.28 feet; thence North 0°20'40" East 404.71 feet; thence South 87°44'40" East 1063.86 feet to a point on the Section line; thence South 87°45'50" East 1001.56 feet to the original meander line on the West bank of the Snake River; thence South 3°51'30" East 413.88 feet along said meander line; thence North 87°33'40" West 1033.74 feet to the Point of Beginning.

AND

That portion of the SE¼SE¼ of Section 1, Township 1 South, Range 36 East, Boise Meridian and SW¼SW¼ of Section 6, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, more particularly described as follows:

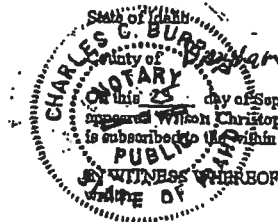
Beginning at a point that is North 0°35' East along the section line, 449.66 feet from the Southwest corner of Section 6, Township 1 South, Range 37 East, Boise Meridian, Bingham County, Idaho, running thence North 87°40'30" West 1297.90 feet, thence North 0°14'40" East 394.62 feet, thence South 89°39'20" East 238.15 feet, thence North 0°20'40" East 56.0 feet, thence South 87°33'40" East 1062.27 feet to the West line of said Section 6, thence South 87°33'40" East 1033.73 feet, thence South 3°51'30" East 96.0 feet, thence South 20°11'10" West 377.15 feet, thence North 87°40'30" West 914.53 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

September 25, 2001

Wilson Christopher Blake
Wilson Christopher Blake

Amanda Jo Blake
Amanda Jo Blake



On this 25 day of September, in the year 2001, before me, a Notary Public in and for said state, personally appeared Wilson Christopher Blake and Amanda Jo Blake known or identified to me to be the person whose name is subscribed to the within 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 first above

Charles C. Bump
Notary Public for the State of Idaho
Residing at: Blackfoot, Idaho
Commission Expires: 4/21/04

504512

UCC FINANCING STATEMENT AMENDMENT

ELECTRONIC FILING*

A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER: LORI STEADHAM 208-324- 3800 LSTEADHAM@FNBIDAHO.COM 208-324-4600	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) FARMERS NATIONAL BANK P O BOX 505 JEROME, ID 83338	

IDAHO SECRETARY OF STATE
04/12/2011 00:00
\$3.00
Filing Number:
B 6564740

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
B 200710209706

1b. This FINANCING STATEMENT AMENDMENT is to be fil
[] (for record) (or recorded) in the REAL ESTATE RECORD

2. [] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement to continued for the additional period provided by applicable law.

4. [] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [] Debtor or [] Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

[] CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. [] DELETE name: Give record name to be deleted in item 6a or 6b. [] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d - 7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME:

OR

6b. LAST NAME:

FIRST NAME:

MIDDLE NAME:

SUFFIX:

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [X] deleted or [] added, or give entire [] restated collateral description, or describe collateral [] assigned

THAT PORTION OF WATER RIGHT NO. 35-2241A/35-104069/35-14070 APPURTENANT TO 5.8 ACRES LOCATED WITHIN THE NW 1/4 NE 1/4 SEC 36, T01S, R33 E, BINGHAM COUNTY, IDAHO AND THAT PORTION OF WATER RIGHT NO. 35-2241A/35-104069/35-14070 APPURTENANT TO 1.0 ACRES LOCATED WITHIN THE NESESE SEC 36, T01S, R33E, BINGHAM COUNTY, IDAHO

Chris Blake
JD Heiskel

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor who adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME:

OR

FARMERS NATIONAL BANK

9b. LAST NAME:

FIRST NAME:

MIDDLE NAME:

SUFFIX:

10. OPTIONAL FILER REFERENCE DATA:

13. Use this space for additional information.

RELEASE

*Electronically generated from original XML Document



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

April 19, 2011

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

IDAHO WATER CO LLC
ATTN: DEL KOHTZ
1135 VALLEY RD SO
EDEN ID 83325

RE: RELEASE OF LEASED WATER RIGHT NO. 35-14070 FROM THE WATER SUPPLY BANK

Dear Lessor:

As requested in your letter received by the Department of Water Resources on March 9, 2011, all the water right number referenced above will be released from the Water Supply Bank as of March 9, 2011.

The five (5) year period of nonuse related to forfeiture of a water right shall begin to accrue upon release of the right from the bank or shall continue to accrue if a period of nonuse occurred prior to the lease date of the right to the bank.

If you have questions, please feel free to contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

c: Lyle Swank – IDWR Eastern Regional Office
James Cefalo – Watermaster, Water District 120

Date 2/11/11 Signature [Signature]