

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
 FEB 24 2009
 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
72-16571					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

CONTOR FAMILY LTD Partnership
 c/o Julia Hibbert, 258 W Highway 33
 Tetonia, ID 83452

4. New Owner/Claimant(s)

Christopher JAMES TRUST dtd 2/7/79

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

Christopher W JAMES & Debra E. JAMES, co-trustees
 PO Box 510

New Mailing Address

City, State and ZIP Code

Challis, ID 83226

New Telephone Number

(208) 879-4560 Email: lwaters7@custertel.net

5. Date you acquired the property

4/1/98

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Chamberlain James, cott

(title if applicable)

Delora E. James, cott

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature]
 Received by C. H. H.
 Processed by AJ

Date 2/25/09
 Date 2/25/09
 Date _____

Receipt Amt. 500
 Receipt No. 5030708
 WR _____ Date _____

WARRANTY DEED

0207080

For Value Received THE CONTOR FAMILY LIMITED PARTNERSHIP, the grantors, do hereby grant, bargain, sell and convey unto GEORGE FORESTIER and PAMELLA L. FORESTIER, husband and wife, the grantees, whose current address is P.O. Box 924, Challis, Idaho 83226, the following described premises, in Custer County, Idaho, to-wit:

TOWNSHIP 13 NORTH, RANGE 18 EAST, BOISE MERIDIAN:

Section 3: SE $\frac{1}{2}$ SE $\frac{1}{2}$
Section 10: E $\frac{1}{2}$ NE $\frac{1}{2}$
Section 11: SW $\frac{1}{2}$ NW $\frac{1}{2}$ and NW $\frac{1}{2}$ SW $\frac{1}{2}$

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances save and excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: This 31st day of October, 1994.

THE CONTOR FAMILY LIMITED PARTNERSHIP

George Forestier

STATE OF _____)
County of _____) : ss
On this _____ day of _____, 19____, before me, a Notary Public, personally appeared _____

known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public
Residing at _____
Commission Expires _____

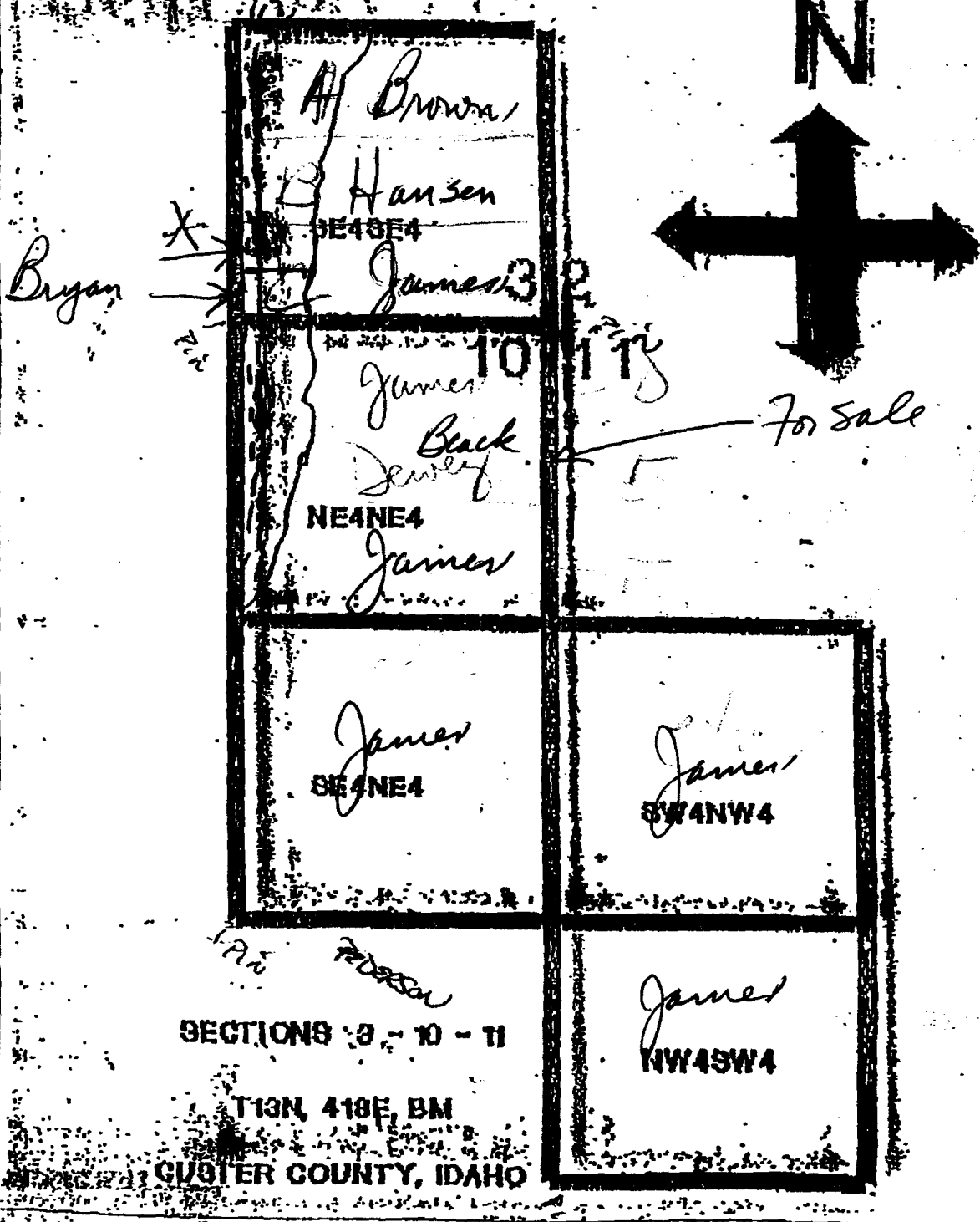
STATE OF IDAHO, COUNTY OF CUSTER
I hereby certify that this instrument was filed for record at the request of Custer County Title at 55 minutes past 1:00 o'clock P.M., this 31st day of October, 1994, in my office, and duly recorded in Book _____ of Deeds at page _____.

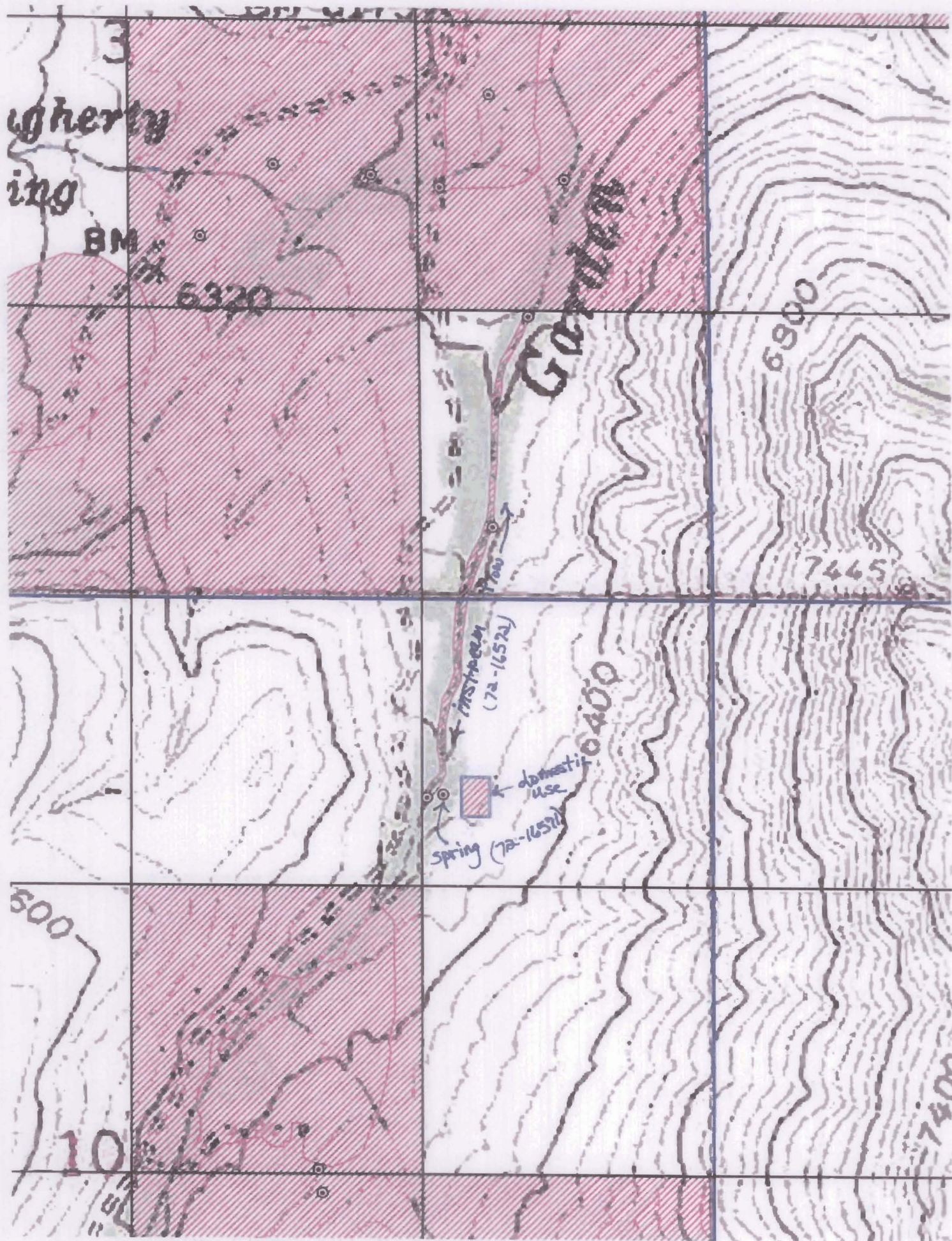
Ethel M. Peck
Ex-Officio Recorder

BY Barbara C. Breedlove
Deputy

Fee: \$ 3.00
Mail to:

CONTROL PROPERTY





SAWTOOTH TITLE COMPANY

P. O. Box 188, 171 W. 6th St., Ketchum, Idaho 83340

Telephone (208) 726-4595

CLOSING ESCROW INSTRUCTIONS

ORDER NO. 24119

DATE: April 1, 1998

BUYER: CHRISTOPHER W. JAMES, Co-Trustee and DEBRA E. JAMES, Co-Trustee of THE CHRISTOPHER W. JAMES TRUST UNDER AGREEMENT DATED FEBRUARY 7, 1979

TO: SAWTOOTH TITLE COMPANY

I hereby agree to purchase the hereinafter described property for a total consideration of \$.00 and will on or before closing hand you said consideration, which is payable as follows:

Cash on closing.

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a **Warranty Deed** acknowledged and executed by the seller and when you can issue your **Standard** coverage form of title insurance with liability of \$ 00.00, on the property described in commitment issued under Order No. 24119.

SHOWING TITLE VESTED IN CHRISTOPHER W. JAMES, Co-Trustee and DEBRA E. JAMES, Co-Trustee of THE CHRISTOPHER W. JAMES TRUST UNDER AGREEMENT DATED FEBRUARY 7, 1979,

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraphs 1-11 of Schedule B - Section 2 of Commitment for Title Insurance, Order No. 24119.
2. Deed of Trust in favor of Lender or Seller, if any.
3. Other: .

OTHER INSTRUCTIONS:

IT IS THE DESIRE OF THE UNDERSIGNED PARTIES TO EFFECT A TAX DEFERRED EXCHANGE PURSUANT TO IRS 1031 (A) (3). SAID PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK THE COUNSEL OF THEIR OWN TAX ATTORNEY OR CERTIFIED PUBLIC ACCOUNTANT FOR THE DETERMINATION OF ANY TAX CONSEQUENCES OF THIS EXCHANGE. IT IS UNDERSTOOD AND AGREED THAT SAWTOOTH TITLE COMPANY MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE ADEQUACY OF THIS TRANSACTION. SAWTOOTH TITLE COMPANY IS HEREBY RELIEVED OF ANY AND ALL LIABILITY AND/OR RESPONSIBILITY FOR ANY LOSS WHICH SAID PARTIES MAY SUSTAIN IN THE EVENT THIS TRANSACTION OR THE PROPERTY WHICH IS THE SUBJECT OF THIS TRANSACTION IS AUDITED BY THE INTERNAL REVENUE SERVICE AND DISQUALIFIED AS A 1031 TAX DEFERRED EXCHANGE.

OCCUPANCY TAX: The County Assessor will levy an occupancy tax upon all newly constructed and occupied residential and commercial structures. The owner of any newly constructed improvements needs to report to the county assessor that the improvements have been occupied. Failure to do so may result in a penalty in addition to the tax levied and cause a delay in the owners right to apply for a homeowners exemption.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF April 3, 1998.

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.

COPY

Order No. 24119

WARRANTY DEED

FOR VALUE RECEIVED and as relinquished property in an I.R.C. 1031 tax deferred exchange

GEORGE FORESTIER and PAMELLA FORESTIER, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

CHRISTOPHER W. JAMES, Co-Trustee and DEBRA E. JAMES, Co-Trustee of THE CHRISTOPHER W. JAMES TRUST UNDER AGREEMENT DATED FEBRUARY 7, 1979GRANTEE(s) whose address is: **P. O. BOX 1190, CHALLIS, ID 83226**

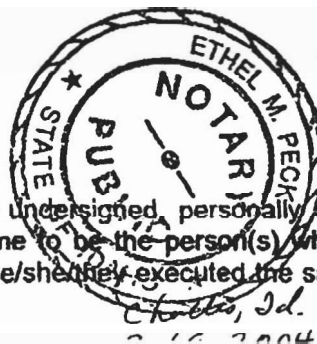
the following described real property in Custer County, Idaho, to wit:

THE NE1/4NE1/4 AND SE1/4NE1/4 OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 18 EAST, B.M., AND THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 18 EAST, B.M., CUSTER COUNTY, IDAHO.**Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.****TO HAVE AND TO HOLD said premises, with their 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 they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.**

Dated: April 1, 1998

GEORGE FORESTIER*Pamella Forestier*
PAMELLA FORESTIER

State of Idaho

County of *Custer*} ss.
}On this *2nd* day of April, in the year 1998, before me, the undersigned, personally appeared **GEORGE FORESTIER and PAMELLA FORESTIER** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.*Ethel M. Peck**Challis, Id.*
2-10-2004

ASSIGNMENT AGREEMENT
FOR RELINQUISHED PROPERTY
1031-1950

THIS ASSIGNMENT is made and entered into as of March 31, 1998 by and between GEORGE FORESTIER AND PAMELLA FORESTIER, HUSBAND AND WIFE (hereinafter referred to as "Assignor"), PIONEER 1031 COMPANY, an Idaho corporation (hereinafter "Assignee") and CHRISTOPHER W. JAMES, TRUSTEE, DEBRA E. JAMES, CO-TRUSTEE (hereinafter "Consenting Party").

RECITALS:

WHEREAS, Assignor and Consenting Party have entered into that certain Sale Contract/Purchase Agreement dated March 25, 1998 (hereinafter "Purchase Agreement"), a copy of which is attached as Exhibit "A" wherein Assignor agreed to transfer that certain real property legally described as:

The NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 13 North, Range 18 East, B.M. and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 13 North, Range 18 East, B.M., Custer County, Idaho

commonly known as: Ptn S10 & S11, T13N, R18E, B.M., Challis, ID (hereinafter "Relinquished Property") to Consenting Party; and

WHEREAS, Assignor desires to effect a tax deferred exchange of the Relinquished Property for other property or properties of like kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder; and

WHEREAS, Assignor wishes to be relieved of the obligation to so dispose of the Relinquished Property under the Purchase Agreement and substitute Assignee in place of Assignor under the Purchase Agreement to allow Assignee to complete the transfer of the Relinquished Property as part of an integrated, interdependent transaction between Assignor and Assignee.



SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
7-878-C	13 0044 106 00000528	APRIL 3, 1998 AT 1:51 P.M.	\$ 115,000.00	\$ 0.00

1. Name of Insured:

CHRISTOPHER W. JAMES, CO-TRUSTEE AND DEBRA E. JAMES, CO-TRUSTEE OF THE
CHRISTOPHER W. JAMES TRUST UNDER AGREEMENT DATED FEBRUARY 7, 1979

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

CHRISTOPHER W. JAMES, CO-TRUSTEE AND DEBRA E. JAMES, CO-TRUSTEE OF THE
CHRISTOPHER W. JAMES TRUST UNDER AGREEMENT DATED FEBRUARY 7, 1979

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

NONE

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this Policy is described as follows:

THE NE1/4NE1/4 AND SE1/4NE1/4 OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 18 EAST,
B.M., AND THE SW1/4NW1/4 AND NW1/4SW1/4 OF SECTION 11, TOWNSHIP 13 NORTH,
RANGE 18 EAST, B.M., CUSTER COUNTY, IDAHO.