

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

Dev
RECEIVED

SEP 29 2008

DEPARTMENT OF
WATER RESOURCES

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)
PD 45-2414					
PD 45-11180					

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)	Bon Christianson and Cora May Christianson
	10505 N. Sage Hollow Way
	Boise, Idaho 83714
4. New Owner/Claimant(s)	Christianson Family Revocable Trust
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	10505 N. Sage Hollow Way
City, State and ZIP Code	Boise, Idaho 83714
New Telephone Number	(208) 939-8178 Email: _____

5. Date you acquired the property Dec 31, 2002

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) Bruce Christian (title if applicable)
Cora May Christianson (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 [Signature]
 Processed by AJ

Date 9/29/08
 Date 9/29/08
 Date

Receipt Amt. 50.00
 Receipt No. C037584
 WR Date

CASSIA COUNTY
RECORDED FOR:
EBERLE BERLIN KADING TURN
9:50:40 am 08-21-2008
2008-004755
NO. PAGES: 3 FEE: \$9.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

WARRANTY DEED

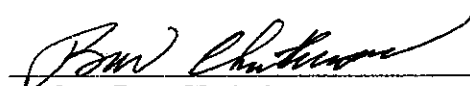
FOR VALUE RECEIVED,

ARTHUR BON CHRISTIANSON and CORA MAY CHRISTIANSON, husband and wife ("Grantor"), do hereby grant, bargain, sell and convey unto **ARTHUR BON CHRISTIANSON and CORA MAY CHRISTIANSON, AS TRUSTEE OF THE CHRISTIANSON FAMILY REVOCABLE TRUST** dated July 15, 2002, (and/or their successors and substitutes as Trustee thereunder), and any amendments thereto, with a mailing address of 10505 North Sage Hollow Way, Boise, Idaho 83714-9575 ("Grantee"), all Grantor's right, title, and interest in those certain premises located in Cassia County, Idaho, and more particularly described on **Exhibit A** attached hereto and incorporated herein.

To have and to hold the said premises with their appurtenances unto the Grantee and Grantee's successors and assigns forever. And the Grantor does hereby covenant to and with the Grantee that Grantor is the owner in fee simple of said premises, that the premises are free and clear from all encumbrances, except current year taxes and assessments, easements, rights-of-way, encumbrances, restrictions and reservations of record, and that Grantor will warrant and defend the quiet and peaceful possession of said premises by the Grantee and Grantee's successors and assigns forever, against all lawful claims whatsoever.

DATED This 14 day of AUGUST, 2008.

GRANTOR:



Arthur Bon Christianson

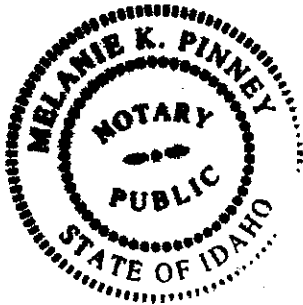


Cora May Christianson

STATE OF IDAHO)
) ss:
County of Ada)

On this 14 day of AUGUST, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **ARTHUR BON CHRISTIANSON and CORA MAY CHRISTIANSON** known or identified to me to be the persons whose name are subscribed to the within agreement, 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 written.



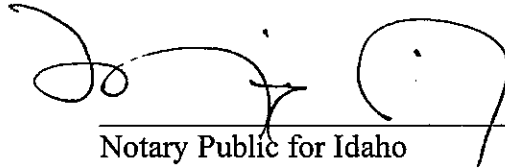

Notary Public for Idaho
My Commission Expires 10-26-2012

Exhibit A

The following described real property situated in Cassia County, Idaho, to-wit:

**TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 6: Lots 1, 2, 3, 4 and 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM the following described tract:

**Beginning at the W $\frac{1}{4}$ section corner of said Section 6, said corner marked by
a U.S. GLO iron pipe with brass cap which shall be the Point of
Beginning;**

**Thence North 00°46'25" West along the West line of Section 6 for a distance
of 899.35 feet to a $\frac{1}{2}$ inch rebar;**

Thence South 88°52'42" East for a distance of 30.59 feet to a $\frac{1}{2}$ inch rebar;

**Thence along a non-tangent curve to the left for a distance of 1187.78 feet to
a $\frac{1}{2}$ inch rebar on the South line of the NW $\frac{1}{4}$, said curve having a
radius of 1359.83 feet with a central angle of 52°02'47" with a long
chord bearing of South 37°29'36" East for a distance of 1150.38 feet;**

**Thence North 88°52'42" West along the South line of the NW $\frac{1}{4}$ for a distance
of 718.77 feet to the Point of Beginning.**

**TOGETHER WITH all water and water rights, ditches and ditch rights used
thereon or appurtenant thereto including but not limited to State of Idaho,
Department of Water Resources No. 45-2414.**

For Value Received

LaMar Sanders and Luana Sanders, husband and wife

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

Bon Christianson and Cora M. Christianson, husband and wife

Address: 937 Rio Pinar Lane
Eagle, Idaho 83616

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

**TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 6: Lots 1, 2, 3, 4 and 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

EXCEPTING THEREFROM the following described tract:

**Beginning at the W $\frac{1}{4}$ section corner of said Section 6, said corner marked by
a U.S. GLO iron pipe with brass cap which shall be the Point of
Beginning;**

**Thence North 00°46'25" West along the West line of Section 6 for a distance
of 899.35 feet to a $\frac{1}{2}$ inch rebar;**

Thence South 88°52'42" East for a distance of 30.59 feet to a $\frac{1}{2}$ inch rebar;

**Thence along a non-tangent curve to the left for a distance of 1187.78 feet to
a $\frac{1}{2}$ inch rebar on the South line of the NW $\frac{1}{4}$, said curve having a
radius of 1359.83 feet with a central angle of 52°02'47" with a long
chord bearing of South 37°29'36" East for a distance of 1150.38 feet;**

**Thence North 88°52'42" West along the South line of the NW $\frac{1}{4}$ for a distance
of 718.77 feet to the Point of Beginning.**

**TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto
including but not limited to State of Idaho, Department of Water Resources No. 45-2414.**

SUBJECT TO:

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

Taxes subsequent to the year 2002.

RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW
02 DEC 31 PM 3 09

CASSIA COUNTY, IDAHO
DANIEL M. ROSKELLEY
RECORDER
FEE \$600 DEPUTY *[Signature]*

285694

provided.

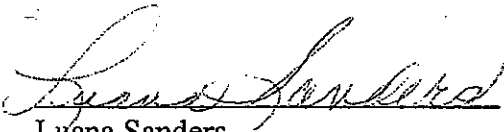
Idaho Power Company Power Line Easement between DeLos Lusk and Verla Lusk, his wife, as Grantors, to Idaho Power Company, a corporation, as Grantee, dated May 7, 1957 and recorded May 8, 1958 as Instrument No. 197166 in Book 15 of Miscellaneous, records of Cassia County, Idaho.

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: December 31, 2002



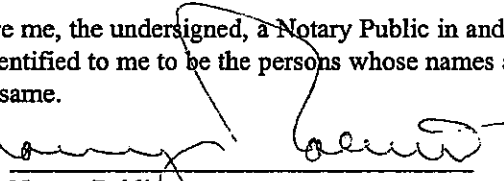
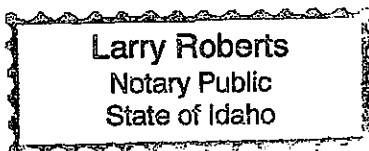
LaMar Sanders



Luana Sanders

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 31st day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared LaMar Sanders and Luana Sanders, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-03

KNOW ALL MEN BY THESE PRESENTS, That on this 31st day of December, 2002, LaMar Sanders and Luana Sanders of Burley, County of Cassia, State of Idaho, the party of the first part, for and in consideration of the sum of TEN DOLLARS, and other valuable considerations of the United States of America, (\$10.00) to be in hand paid by Bon Christianson and Cora M. Christianson of Eagle, County of Ada, State of Idaho, the party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and convey unto the said party of the second part, their executors, administrators and assigns:

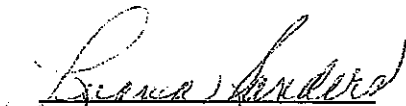
- Cost
- 1 - 300 HP U. S. Electric motor with pump #1106977
 - 1 - 125 HP Electric motor with booster pump
 - 1 - 8 tower Zimmatic center pivot #013608
 - 1 - 8 tower Zimmatic center pivot #L59664
 - 1 - 4 tower Lockwood center pivot (no serial number)

well

TO HAVE AND TO HOLD The same to the said party of the second part, their executors, administrators and assigns, forever; and the said party of the first part does for their heirs, executors and administrators, covenant and agree to and with the said party of the second part, executors, administrators or assigns to WARRANT and DEFEND the sale of said property, goods and chattels hereby made unto the said party of the second part, their executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

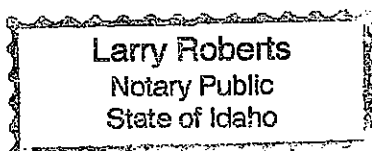
IN WITNESS WHEREOF, the said party of the first part hereunto set their hands and seal the day and year first above written.

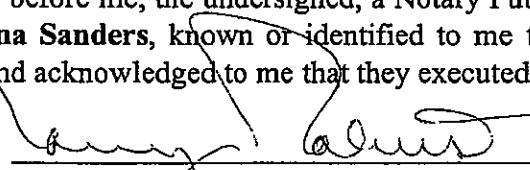

LaMar Sanders


Luana Sanders

STATE OF IDAHO)
) ss.
COUNTY OF Cassia)

On this 31st day of December, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared LaMar Sanders and Luana Sanders, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public
Residing at: Burley, ID
My Commission expires: 6-30-03



Commonwealth
A LANDAMERICA COMPANY

POLICY NUMBER

A60-0350837

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Persine

Secretary



By:

Janet A. Alpert

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

STANDARD OWNERS POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
36708	A60-0350837	December 31, 2002 at 3:09 P.M.	\$400,000.00	\$1,072.50

1. Name of Insured:

BON CHRISTIANSON and CORA M. CHRISTIANSON

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:

**BON CHRISTIANSON and CORA M. CHRISTIANSON,
husband and wife**

4. The land referred to in this Policy in said instrument, is situated in the County of CASSIA, State of Idaho, and is identified as follows:

**TOWNSHIP 12 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 6: Lots 1, 2, 3, 4 and 5, SE¼NW¼, S½NE¼

EXCEPTING THEREFROM the following described tract:

Beginning at the W¼ section corner of said Section 6, said corner marked by a U.S. GLO iron pipe with brass cap which shall be the Point of Beginning;

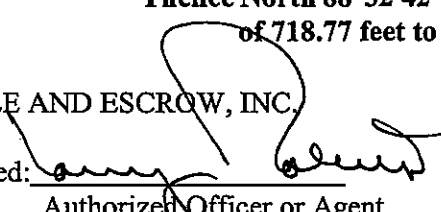
Thence North 00°46'25" West along the West line of Section 6 for a distance of 899.35 feet to a ½ inch rebar;

Thence South 88°52'42" East for a distance of 30.59 feet to a ½ inch rebar;

Thence along a non-tangent curve to the left for a distance of 1187.78 feet to a ½ inch rebar on the South line of the NW¼, said curve having a radius of 1359.83 feet with a central angle of 52°02'47" with a long chord bearing of South 37°29'36" East for a distance of 1150.38 feet;

Thence North 88°52'42" West along the South line of the NW¼ for a distance of 718.77 feet to the Point of Beginning.

LAND TITLE AND ESCROW, INC.

Countersigned: 
Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: A60-0350837

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

SPECIAL EXCEPTIONS

8. Taxes subsequent to the year 2002, a lien, but not yet due or payable.
9. Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.

-Continued-

SCHEDULE B

Policy Number: A60-0350837

10. Idaho Power Company Power Line Easement between DeLos Lusk and Verla Lusk, his wife, as Grantors, to Idaho Power Company, a corporation, as Grantee, dated May 7, 1957 and recorded May 8, 1958 as Instrument No. 197166 in Book 15 of Miscellaneous, records of Cassia County, Idaho, over and across the NW¼NW¼ of Section 6, Township 12 South, Range 22 East of the Boise Meridian.
11. Conditions contained in Resolution No. 98-8-2 wherein the Board of Cassia County Commissioners have granted a Special Use Permit to Brad Sanders to construct and operate a hog confinement operation, dated August 10, 1998 and recorded August 11, 1998 as Instrument No. 257251 on Film No. 302, records of Cassia County, Idaho. (Affects the SW¼NW¼ of Section 6, Township 12 South, Range 22 East of the Boise Meridian.)

END OF SCHEDULE B

Schedule B (Owners Policy)