

DEV

RECEIVED

NOV 16 2007

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

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 63-21004					

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)

George and Barbara Bishop
 23278 TEXAS ROAD
 CALDWELL, ID 83605

4. New Owner/Claimant(s)

DANA AND MELINDA HARPER
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

1004 N. SCRIVNER WAY

City, State and ZIP Code

TERIDIAN ID 83642

New Telephone Number

(208) 887-5345 Email: harperme@idaho-runwater.com

5. Date you acquired the property

Oct 30, 2001

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)

Melinda Harper

(title if applicable)

(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 _____
 Received by KAW
 Processed by _____ AJ

Date _____
 Date 11/16/07
 Date _____

Receipt Amt. 25.00
 Receipt No. C085363
 WR _____ Date _____

WARRANTY DEED
(With Reserved Life Tenancy of Personal Residence)

FOR VALUE RECEIVED, George M. Bishop & Barbara L. Bishop, husband and wife, Co-Trustees of the GEORGE M. AND BARBARA L. BISHOP TRUST, U/T/A dated the 14th day of November, 1995, and any amendments thereto (collectively the "Grantor"), do hereby grant, bargain, sell and convey unto DANA B. HARPER and MELINDA L. HARPER, husband and wife whose address is 1004 N. Scrivener Way, Meridian, Idaho 83642 (the "Grantee"), that certain real property, and all improvements thereon, located in Canyon County, Idaho and more particularly described in Exhibit A ("Premises").

Grantors hereby reserve solely unto themselves during their natural life times or the last survivor of them, the right to use, possess, occupy and enjoy all rights and benefits of that portion of the Premises more particularly described in Exhibit "B" (the "Life Tenancy Property") which includes a residence, out buildings, a domestic well and other residential improvements located thereon, as their personal residence until such life estate is released by further written instrument recorded in the public records of Canyon County, Idaho, or upon the death of the last survivor of them, whichever is sooner. Upon the death of the last surviving Grantor, or upon their release of the rights herein granted by written instrument recorded in the Records of Canyon County, Idaho, the full fee simple title, all appurtenances thereto, and all possessory rights to the Premises, buildings and improvements thereon, shall transfer to and become vested in the Grantee or Grantee's successors and assigns, free and clear of the former Life Tenancy.

This conveyance and the reservation of the Life Tenancy are subject to taxes, easements, assessments, and matters of public record, and to those specific terms and conditions relating to the Life Tenancy which are set forth in Exhibit "B" (the "Permitted Exceptions").

TO HAVE AND TO HOLD, All and singular the said Premises, together with their appurtenances, including all water rights and claims to water, unto the said Grantee, its successors and assigns forever, subject to the Permitted Exceptions. The Grantor does hereby covenant to and with the said Grantee that Grantor is the owner in fee simple of said Premises, that said Premises are free from all encumbrances except for the "Permitted Exceptions", and that Grantor will warrant and defend the same from all other claims whatsoever.

IN WITNESS WHEREOF, the said Grantors have executed the within instrument this 30 day of 10, 2001.

GRANTOR

George M. And Barbara L. Bishop Trust

By: George M. Bishop
George M. Bishop, Co-Trustee

By: Barbara L. Bishop
Barbara L. Bishop, Co-Trustee

STATE OF IDAHO)

County of Ada) ss.

On this 30th day of October 2001, before me a notary public for the State of Idaho, personally appeared George M. Bishop and Barbara L. Bishop, husband and wife, known or identified to me to be the Co-trustees of the GEORGE M. and BARBARA L. BISHOP TRUST, the trust that executed the above instrument or the persons who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

Notary Public: Judith K. Holcombe
Residing at: Boise, Idaho
My Commission expires: 8-18-2005

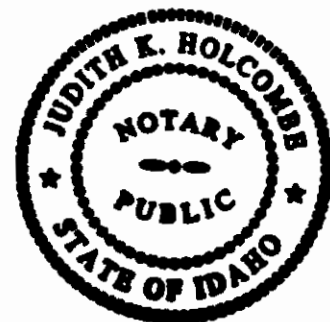


EXHIBIT A TO WARRANTY DEED RESERVING LIFE TENANCY
Legal Description of Premises

PC 40789

Exhibit "A"

PARCEL A

BEGINNING at the Southwest corner of the Northwest Quarter of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, said point also at the centerline of Texas Road; thence

East along the South line of the North Half of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, a distance of 1,620 feet to the TRUE POINT OF BEGINNING; thence

East along the South line of the North Half of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, a distance of 1,020 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho; thence

North to the Northeast corner of the Northeast Quarter of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho; thence

West along the North line of the North Half of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, a distance of 1,020 feet to a point; thence

South to the TRUE POINT OF BEGINNING.

TOGETHER with the existing road easement 30 feet wide situated along the South line of the North Half of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, for ingress-egress to the above described parcel of land.

PARCEL B

BEGINNING at the Southwest corner of the North Half of the Southwest Quarter, Section 5, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, said point also at the centerline of Texas Road; thence

East along the South line of the North Half of the Southwest Quarter a distance of 1,620 feet to a point; thence

North on a line parallel to the West line of the Southwest Quarter a distance of 1,320 feet to a point on the North line of the North Half of the Southwest Quarter; thence

West along the North line of the North Half of the Southwest Quarter for 630 feet to a point; thence

South along a line parallel to the West line of the Southwest Quarter a distance of 660 feet to a point; thence

West along a line parallel to the South line of the North Half of the Southwest Quarter a distance of 990 feet to a point on the West boundary of the Northwest Quarter of the Southwest Quarter; thence

South along the West boundary of the Northwest Quarter of the Southwest Quarter a distance of 660 feet more or less to the POINT OF BEGINNING.

EXHIBIT B TO WARRANTY DEED RESERVING LIFE TENANCY

The foregoing conveyance and reservation of Life Tenancy is subject to the following further conditions:

1. Life Tenancy. The Life Tenancy Property shall be of that portion of the Premises identified in the attached drawing, consisting of a rectangular parcel 140' by 420' adjoining the western and southern boundaries of Parcel One. The Life Tenancy Property shall include the existing home, outbuildings, yards, fences, drives, use of the existing 30' wide private lane for access to Texas Road, and all other beneficial rights and easements existing or necessary for Grantor's intended residential uses.

2. Water Rights. Grantors shall have the sole use of a domestic well located on the Life Tenancy Property during the period of their occupancy. Grantee shall have the sole use of all irrigation rights from the existing ditch as evidenced by sixty six (66) shares in the Eureka Ditch Company.

3 . Personal Right. The Life Tenancy herein granted is personal to George M. And Barbara L. Bishop and may not be sold, assigned, transferred, conveyed or acceded to by any other party. Any such assignment, transfer or conveyance excepting to the George M. and Barbara L. Bishop Trust (for their personal use) shall result in termination of the Life Tenancy and Reversion to Grantee.

Further provided that a medical care giver, or other persons assisting the Bishop's with property maintenance may live on the Life Tenancy Property (provided that temporary buildings or mobile homes are not added to accommodate the occupancy) during its term. This shall not be deemed to preclude visitors with RV's or camping equipment.

4. Continued Occupancy. The Life Tenancy shall be rent free, and shall continue for the natural lives of George M. Bishop and Barbara L. Bishop or the last survivor of them, as long as either Life Tenant uses and occupies the Premises as their personal residence. The Life Tenancy shall terminate upon the death of the last surviving Life Tenant; or if they cease to occupy the Premises as their personal residence excepting for periods of medical care where it remains their intent to return to the residence; or if the Grantor gives written notice of their intent to abandon such occupancy as herein provided. Upon the occurrence of any such events, the Life Tenancy Property and all fixtures and improvements to the real property shall vest in Grantee, and the Bishops or their Trust shall have no further obligations or responsibilities hereunder. Upon the termination of the Life Tenancy, the Bishops or the administrators of their estates shall have 60 days in which to remove their furnishings, appliances other than built-ins, window coverings, and personal belongings from the Premises.

5. Maintenance. Grantee's have accepted the condition of the Premises "As Is". Grantor's shall remain responsible for all interior and exterior maintenance of the Life Tenancy Property as may be necessary for their habitability, and shall deliver it to Grantees upon the termination of the Life Tenancy in comparable condition, reasonable wear and tear excepted. The Grantor may at their election, but are not required to perform additional improvements and repairs or renovations to the Life Tenancy Property. Any such repairs or renovations which become affixed to the real property shall become the Property of Grantee at the termination of the Life Tenancy.

6. Taxes, Assessments, Utilities. Upon acceptance of this conveyance, Grantor and Grantee shall reasonably cooperate to allocate taxable values between the homesite and residential improvements to be occupied as the Life Tenancy Property, and the remaining agricultural land. Taxable values shall be prorated in accordance with values set forth in the 2001 Assessment Notice.

Grantor shall have the sole right to claim the Homestead deduction for the Life Tenancy Property so long as it is used for their personal residence. Each party shall pay on or before their due date all real property taxes allocable to their portion of the Premises.

Grantee shall pay all irrigation fees, or current assessments by the Eureka Ditch Company. Grantor shall pay for utilities used on the Life Tenancy Property. All charges for labor and materials provided to the Premises shall be paid by the party incurring the charge, and neither party shall permit liens or other encumbrances to attach to the Premises or any portion of it.

7. Use of the Premises. Grantor shall have access over existing drives to the Life Tenancy Property, and any other rights and benefits consistent with residential uses. Grantee shall have to the right to use those remaining portions of the Premises not allocated to the Life Tenancy for purposes consistent with its current agricultural zoning. Grantee will not seek a change of zoning or of the existing agricultural uses so long as the Life Tenancy remains in effect.

Grantee shall have the right to enter agricultural leases not exceeding a term of one year for the remaining Premises, and to retain the future income from such leases.

Neither party shall conduct or allow any activity on their portion of the Premises that would unreasonably interfere with or disrupt the other party's intended uses and quiet enjoyment.

8. Insurance. Grantors shall obtain at their expense fire, casualty and general liability coverage for the existing home and structures on the Life Tenancy Property, and upon request will provide Grantee with a certificate of insurance naming

Grantee as additional insureds as their interests may appear. Grantee will maintain general liability coverage for its intended uses of the remaining Premises and shall indemnify and hold Grantors harmless from claims for damages, injury or other loss resulting from Grantee's use and occupation of the Premises.

9. Casualty. In the event of partial destruction of the Life Tenancy Property i.e., damage which does not render the improvements uninhabitable, the Bishops shall have the option to continue the Life Tenancy, and shall have the use of insurance proceeds from policies provided hereunder to repair the Premises to its prior condition.

In the event of fire or other casualty to the Premises which partially or fully destroy the improvements and the Grantor chooses not to rebuild, the Life Tenancy shall terminate. In such event, insurance proceeds from the fire-casualty policy maintained by Grantor shall be allocated to the parties in accordance with coverages as each party's interests may appear from the mutually approved fire-casualty policy. The Grantor shall be allocated the proceeds of coverages for loss to personal property, relocation expenses or other personal damages. Grantee shall be allocated the proceeds of coverages for loss or damage to the existing residential structure and outbuildings reduced by a credit to the Bishops described below:

In order to compensate Grantor's loss of occupancy of the Life Tenancy Property in the event of casualty, they shall receive a portion of insurance proceeds allocated to the loss or damage to residential improvements and outbuildings, calculated as follows: If destruction occurs within the first year following the closing, Grantors shall receive \$50,000 of proceeds, and Grantee shall receive proceeds in excess of that amount. For each year thereafter, this credit shall be reduced by \$5000, until it has been fully exhausted at the end of the tenth year.

10. Condemnation. In the event of a condemnation of the entirety of the Premises, or a partial condemnation which renders the remainder uninhabitable, the Life Tenancy shall terminate. The Bishops shall retain condemnation awards attributable to loss of personal property, relocation expenses or other personal damages, and for their loss of occupancy of the residential improvements and outbuildings under the same formula described in paragraph 9 above i.e. An initial credit of \$50,000 which is reduced by \$5000 yearly from the closing date. Grantee shall retain all condemnation awards otherwise attributable to the land or the residential improvements and outbuildings, less the credit.

11. Termination. The Life Tenancy may be terminated at the election of Grantor upon 30 days written notice to Grantee which relinquishes the Life Tenancy, in a form suitable for recording. In the event of the death of both Life Tenants, the Life Tenancy termination may be evidenced by recording of a certified copy of their death

certificates. Upon termination, all further obligations of Grantor relating to the Life Tenancy, including without limitation the liability payment of taxes shall also terminate.

ACKNOWLEDGED AND AGREED:

GRANTOR

George M. And Barbara L. Bishop Trust

By: George M. Bishop
George M. Bishop, Co-Trustee

By: Barbara L. Bishop
Barbara L. Bishop, Co-Trustee

GRANTEE

Dana B. Harper
Dana B. Harper

Melinda L. Harper
Melinda L. Harper

DATE & SERVICE

1/1/01 (MON) 07:32

6:52 PM

PT

ER TITLE

Texaco Road



RESUB

RECORDED

200145690

2001 NOV 2 AM 10 15

G NOEL HALES
CANYON CNTY RECORDER

BY Jack H. Hume

REQUEST Good Home
TYPE Good FEB 27

RESUB

Life Estate Homestead

gate

140'

400'

NOT TO SCALE

$$42.2m \left(\frac{100cm}{1m} \right) \left(\frac{1m}{2.54cm} \right) \left(\frac{1ft}{12in} \right) =$$

$$\frac{4220}{2.54} = 1661.42 = 138.45ft$$

$$126m \times \left(\frac{100cm}{1m} \right) \left(\frac{1m}{2.54cm} \right) \left(\frac{1ft}{12in} \right) =$$

$$\frac{12600}{2.54} = 5039.37 = 419.95ft$$

Exhibit "B"