

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

RECEIVED
 JUL 31 2006
 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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
36-10919					

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 usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **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)

Dwaine Meyers
126 Brooklane E

4. New Owner/Claimant(s)

Twin Falls Ida 83301
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

Cathie Dunning
371 W 200 North

City, State and ZIP Code

Jerome Id 83338

New Telephone Number

(208) 404-6852

5. Date you acquired the property

1987

734-6008-seller 420-9632

6. **If the change in ownership affects the entire water right for each water right, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership affects only a portion of the water right, you must describe, in detail, your portion of each water right in the box(es) below to describe your water right(s) after the change (one water right per box). If your quantity of water is greater than a proportionate split, you must state the amount. If you are not sure how to identify your portion of the original water right, contact the nearest IDWR office for assistance.

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OCT 13 2006

DEPARTMENT OF
WATER RESOURCES

per listed in item
) among multiple
iate spaces in the
as necessary). If
ation for a larger
ds, please contact

Not Split

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 36-10919

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock	<u>.02 CFS</u>	
Domestic	<u>.04 CFS</u>	
Other		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number 36-10919

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Carle J. Downing

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.

For Office Use Only

Received by C. Lee Date 7/31/06 Fee 2500
 Receipted by C. Lee Date 7/31/06 Receipt No. SD 28823
 Processed by _____ AJ Date _____ WR _____ Date _____

07/26/2006 14:30 20854385
07/26/2006 11:53 2085438575BARKER REALTORS
BARKER REALTORSPAGE 03/05
PAGE 03/05

RE-11 ADDENDUM JULY 2005 EDITION PAGE 1 OF 1

RE-11 ADDENDUM # Four (1,2,3, etc.)Date: 7/26/2006

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 This is an ADDENDUM to the Purchase and Sale Agreement.
 2 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used
 3 to change, correct or revise the agreement (such as modification, addition or deletion of a term)).
 4

PURCHASE AND SALE AGREEMENT DATED: 6/16/2006 ID # RM0481606ADDRESS: 371 W 200 N Jerome, IdahoBUYER(S): DunningSELLER(S): Pearson

The undersigned parties hereby agree as follows:

- 11 1) The aluminum irrigation pipe and pump are irrigation fixtures to be left on the property after closing.
 12 2) The closing of this transaction shall be extended to be on or before 7/28/2006.
 13 3) In accordance with the requirement in the Purchase and Sales Agreement that seller shall remove all debris and
 14 personal property prior to closing, Seller agrees to have the sum of \$3,000 (three thousand dollars) held out of
 15 closing by 1st American Title Company as a deposit to ensure that all debris and personal property are removed.
 16 In the event Seller does not remove each and all of the items on the attached 2-page list by midnight
 17 8/15/2006, then the entire \$3,000 shall be forfeited to Buyer to allow Buyer to clean up the premises. In the
 18 event each and every one of the items are removed, then the \$3,000 shall be returned to Seller.
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32 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 33 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
 34 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this
 35 agreement is made an integral part of the aforementioned Agreement.
 36

BUYER: Cathy L DunningDate: 7/26/06

BUYER: _____

Date: _____

SELLER: Kenneth Eugene PearsonDate: 7/26/06SELLER: Julia J Pearson

Date: _____

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RE-11 ADDENDUM JULY 2005 EDITION PAGE 1 OF 1

RE-11 ADDENDUM JULY 2004 EDITION PAGE 1 OF 1



RE-11 ADDENDUM # three (3) (1,2,3, etc.)



Date: July 26, 2006

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM to the Purchase and Sale Agreement.

"Addendum" means that the information below is added material for the agreement (such as facts or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term).

PURCHASE AND SALE AGREEMENT DATED: 6/16/06 ID # RD0081808

ADDRESS: 469 and 671 West 200 North, Jerome, Idaho

BUYER(S): Cathi L. Dunning

SELLER(S): Ken & Julene Pearson

The undersigned parties hereby agree as follows:

Seller and Buyer acknowledge that seller are involved in 1030 exchange.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: Cathi L. Dunning

Date: 7/26/06

BUYER: _____

Date: _____

SELLER: Kenneth E. Pearson

Date: 7/26/06

SELLER: Julene Pearson

Date: 7/26/06

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RE-11 ADDENDUM JULY 2004 EDITION PAGE 1 OF 1

25747

Incorporated Under the Laws of the State of Idaho

Principal Place of Business, Jerome, Idaho

** 9.07 ** Shares
of Common Stock**NORTH SIDE CANAL COMPANY, LIMITED**

Par Value of Shares One Dollar

Authorized Capital 170,000 shares with an aggregate par value of \$170,000.
(Reduced from original authorized capital of 200,000 shares by Court Decree)

August 10, 2006

THIS IS TO CERTIFY THAT CATHI L. DUNNING, a married womanis the owner of Nine and 07/100 (9.07)----- Shares of the Capital Stock of the**NORTH SIDE CANAL COMPANY, LIMITED.**This Certificate Entitles the owner thereof to receive one-eighth of a cubic foot ofwater per acre per second of time for the following described land: 9.07 shs to 9.07 ac. (+), of theNortheast Quarter of the Northwest Quarter (NE1/4), Section Nine (9), Township Eight (8) South,Range Sixteen (16) East, Boise Meridian, Jerome County (SEE REVERSE)in accordance with the terms of the contract between the STATE OF IDAHO and the TWIN FALLS
NORTH SIDE LAND AND WATER COMPANY.

AND THIS CERTIFICATE Also entitles the owner to a proportionate interest in the dam, canal, water rights and all other rights and franchises of the Twin Falls North Side Land and Water Company, based upon the number of shares finally sold, in accordance with the said contract between the said Company and the State of Idaho.

Under provisions of Article X, Section 3 of the By-Laws of this Corporation, no transfer of this stock shall be registered upon its books until all of the indebtedness of the registered owner thereof to this Corporation shall have been paid.

This stock is appurtenant to the land above described and will be transferred only to record owner thereof.

IN WITNESS WHEREOF, The said Corporation has caused its corporate name and seal to be hereto affixed.

NORTH SIDE CANAL COMPANY, LIMITED

ATTEST:

Secretary.

By

President.

FOR VALUE RECEIVED, I HEREBY SELL, ASSIGN AND TRANSFER

TO _____

THE SHARES OF STOCK WITHIN MENTIONED AND HEREBY AUTHORIZE THE
TRANSFER OF THE SAME ON THE BOOKS OF THE COMPANY.

DATED _____

WITNESSED: _____

NOTE: The water represented by this certificate will be measured and delivered only at headgate No. 1-S-07 of the North Side Canal Company, Ltd., and the Company has no responsibility beyond said headgate for operation, maintenance or delivery.

Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 9: A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 9;
Thence South 89° 54' 36" East along the North boundary of the NW $\frac{1}{4}$ of Section 9 for a distance of 1320.66 feet to the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and being the TRUE POINT OF BEGINNING;
Thence continuing South 89° 54' 36" East along the North boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 472.00 feet;
Thence South 2° 26' 45" East for a distance of 581.24 feet; Thence South 5° 57' 26" East for a distance of 136.92 feet;
Thence South 31° 05' 42" West for a distance of 66.89 feet; Thence South 63° 44' 22" West for a distance of 107.15 feet;
Thence North 85° 08' 59" West for a distance of 382.29 feet to a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9;
Thence North 0° 02' 22" East along the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 790.00 feet to the TRUE POINT OF BEGINNING.
TOGETHER WITH 9.07 WATER SHARES OF THE NORTHSIDE CANAL COMPANY WATER STOCK.

CERTIFICATE

For _____ Shares

**OF THE
CAPITAL STOCK
OF**

**NORTH SIDE CANAL
COMPANY, LIMITED**

ISSUED TO

--	--	--	--	--

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
260 Third Avenue North
Twin Falls, ID 83303

Instrument # 2064540

JEROME COUNTY, JEROME, IDAHO
2006-07-28 04:22:43 No. of Pages: 2
Recorded for : FIRST AMERICAN TITLE
CHERYL WATTS Fee: 6.00
Ex-Officio Recorder Deputy *C. Bunch*

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **170370-TF (ga)**

Date: **July 19, 2006**

For Value Received, **Kenneth Eugene Pearson and Julene J. Pearson, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Cathi L. Dunning, a married woman**, hereinafter called the Grantee, whose current address is **6184 B Griffith Ave., Marysville, CA 95901**, the following described premises, situated in **Jerome County, Idaho**, to-wit:

Township 8 South, Range 16 East, Boise Meridian, Jerome County, Idaho

Section 9: A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 9;

Thence South 89° 54' 36" East along the North boundary of the NW $\frac{1}{4}$ of Section 9 for a distance of 1320.66 feet to the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and being the TRUE POINT OF BEGINNING;

Thence continuing South 89° 54' 36" East along the North boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 472.00 feet;

Thence South 2° 26' 45" East for a distance of 581.24 feet; Thence South 5° 57' 26" East for a distance of 136.92 feet;

Thence South 31° 05' 42" West for a distance of 66.89 feet; Thence South 63° 44' 22" West for a distance of 107.15 feet;

Thence North 85° 08' 59" West for a distance of 382.29 feet to a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9;

Thence North 0° 02' 22" East along the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ for a distance of 790.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH 9.07 WATER SHARES OF THE NORTHSIDE CANAL COMPANY WATER STOCK.

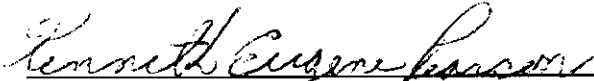
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

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.

Date: 07/19/2006

Warranty Deed
- continued

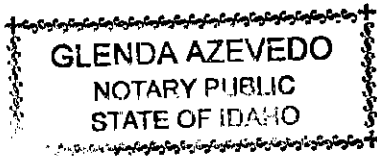
File No.: 170370-TF (ga)

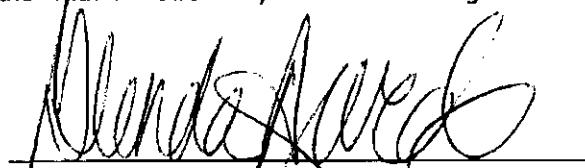

Kenneth Eugene Pearson


Julene J. Pearson

STATE OF Idaho)
SS.
COUNTY OF Jerome)

On this **Twenty-fifth day of July, 2006**, before me, a Notary Public in and for said State, personally appeared **Kenneth Eugene Pearson and Julene J. Pearson**, 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.




Notary Public for the State of Idaho
Residing at: Buhl, Idaho
My Commission Expires: 7-25-09