

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 74-14988
Date Received: 3/30/01
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

NELSON FAMILY CO LTD Phone: (208) 756-2454

152 LEMHI RD
SALMON ID USA 83467

2. Date of Priority: 08/06/1887

3. Source: LEMHI RIVER Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
21N	22E	10	NE SW	LEMHI	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.23	

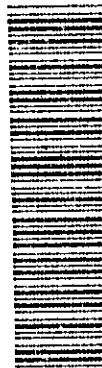
7. Total Quantity Appropriated is:
0.23 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

A74-14988



Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
21N	22E	4	SE	SW	IRRIGATION	6.2
					Section Acres	6.2
21N	22E	9	NE	NW	IRRIGATION	2
					Section Acres	2
					Total Acres	8.2

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Decreed



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

April 2, 2001

NELSON FAMILY CO LTD
152 LEMHI RD
SALMON ID 83467

RE: CHANGE IN OWNERSHIP FOR A74-00572F

Dear Sir or Madam:

The request for Change in Ownership for a portion of the above referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

74-14987: 1.27 CFS, 46.3 ACRES, WARREN
74-14988: 0.23 CFS, 8.2 ACRES, NELSON

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

Enclosure(s)

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

OKJc
RECEIVED

JAN 30 2001

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right No(s): _____
 Adjudication Claim No(s): A74-00572F

2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. If your water right or adjudication claim is 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 Arlene & William T. Warren
701 Lomene Salmon ID 83467

4. New Owner/Claimant(s) Nelson Family Co. LTD
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 152 Lemhi Rd
 City, State and ZIP Code Salmon, ID 83467
 New Telephone Number (208) 756-2454

5. Date you acquired the property 01/12/01

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.**

Number of acres you irrigate with this water right <u>9.5</u>	Number and type of stock _____
Diversion rate in CFS <u>26.0</u>	Number of homes you acquired _____ Other uses _____

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

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

Warranty Deed

For Value Received

ABBY L. LARSON, a single person,

the grantor, do hereby grant, bargain, sell and convey unto

NELSON FAMILY CO., LTD

152 Lemhi Rd, Salmon, ID 83467

whose current address is

the grantee, the following described premises, in Lemhi County Idaho, to wit:

Lot 1 of Country Lanes Subdivision as shown on the official plat thereof filed in Book 6 of Plats at Page 3 Official Records of Lemhi County, Id.

The above conveyance is made free and clear of all other encumbrances except: Rights of way and easements, reservation in Federal patents and state deeds, or other restrictions imposed by law, building and use restrictions of records, building and zoning regulations and ordinances of any governmental unit whether of sight or of record.

TO HAVE AND TO HOLD the said premises, with their heirs and assigns forever. And the Grantee, that she is the owner in fee simple of said premises

and that she will warrant and defend the same from all law

Dated: January 10, 2001

Abby L. Larson
ABBY L. LARSON

*Per Bud @ Lemhi
County Assessor:*

*Lot 1
Country Lanes
Subdivision*

is owned by

Nelson Family

OHIO
STATE OF OHIO, COUNTY OF Summit, ss
On this day of January 10, 2001
before me, a notary public in and for said State, personally appeared

ABBY L. LARSON

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
she executed the same.

Traci L. Gunter
Notary Public

Residing at TRACI L. GUNTER, Notary Public
Residence - Summit County
Comm. Expires State Wide, Auditor's Office, Ohio
My Commission Expires July 15, 2004

County of Lemhi, ID No. 22-22-22-22
This instrument was filed for record at the request
of Alliance Title
at 11:00 AM on 1/16/01
and is hereby acknowledged to be the correct copy of the original
recorded in the County of Lemhi, Idaho
by *Patricia Burns* Deputy
Fee \$ 300
Return to

DEED OF TRUST

THIS DEED OF TRUST, Made this 2nd day of JULY, 19 98,
 BETWEEN ABBY L. LARSON, a single person

herein called GRANTOR,
 whose address is 809 WILLOW AVE. SALMON, ID 83467
 The Alliance Title & Escrow Corp., herein called TRUSTEE, and WILLIAM T. WARREN AND ARLENE R. WARREN,
husband and wife

herein called BENEFICIARY.
 whose address is 2126 CHARTEROAK PRESCOTT VALLEY, AZ 86301

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
 POWER OF SALE, that property in the County of LEMHI, State of Idaho, described as
 follows, and containing not more than forty acres:

LOT 1 OF COUNTRY LANES SUBDIVISION AS SHOWN ON THE OFFICIAL
 PLAT THEREOF, RECORDED IN BOOK 6 AT PAGE NO. 3, RECORDS OF
 LEMHI COUNTY, IDAHO.

COPY

GRANTOR

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
 Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS * * * * * Dollars, (\$ 22,500.00),

final payment due JULY 2, 2023

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
 of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances
 or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances
 or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it
 shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
 good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
 formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
 not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fum-
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
 cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
 any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-
 mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure
 or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or interest of Beneficiary.

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

Deliver to:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully
 paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty,
 the estate now held by you under the same.

, Trustee:

LEGEND

1/2" x 24" Steel Bars
 2" x 30" Steel Bars
 6" x 7" Brackets
 Section on Quarter
 x 80" AP with 24" dia
 Secondary bar

NOTE

1. All lines common to access easement have a 4' wide permanent public utilities, drainage and easement

