

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: A75-10158
Date Received: 4/19/1990
Receipt No: M006676
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT L. HAGOOD 208-394-2175
Address: RR 2
SHOUP, ID 83469
AND/OR
Name: BARBARA J. MEYER
Address: SHOUP, ID 83469
AND/OR
Name: DAVID D. MARLER
Address: SHOUP, ID 83469
AND/OR
Name: KAREN A. MARLER
Address: SHOUP, ID 83469

2. Date of Priority: JUN 1, 1965

3. Source: UNNAMED STREAM Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
23N	17E	21	SE	SW			LEMHI

5. Description of diverting works:

HEADBOX TO PIPELINE ACROSS SALMON RIVER ALONG CABLE/ SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or)

A.F.A.

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DEC 15 1992

8. Total consumptive use is 3.7 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
23N	17E	21	SE	NW		IRR	1.5
Section Acres							1.5
Total Acres							1.5

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:
NONE

14. Remarks:
ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

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State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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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: A75-10158
Date Received: 4/19/1990
Receipt No: MO06676
Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: B. D. RINEHART 208-756-0070
Address: BOX 55
SHOUP, ID 83469

OR

Name: JOYCE D. RINEHART 208-756-0070
Address: BOX 55
SHOUP, ID 83469

2. Date of Priority: JUN 01, 1965

3. Source: UNNAMED STREAM Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
23N	17E	21	SE	SW			LEMHI

5. Description of diverting works:
HEADBOX TO PIPELINE ACROSS SALMON RIVER ALONG CABLE/ SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 3.7 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A75-10158

Page 1

Date: 04/19/90

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DEC 15 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
23N	17E	21	SE NW		IRR	1.5
Section Acres						1.5
Total Acres						1.5

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:
NONE

14. Remarks:
ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): X B. D. Ruckert Date: 4/19/90

Date: _____

State of Idaho)
County of Lemhi) SS.

Subscribed and sworn (or affirmed) before me this 19 day
of April 19 90 Dave Carl
Notary Public

Seal

Residing at Heise, Id
My Commission Expires 2/26/96

AJ0749NP
No. A75-10158

IDAMO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 01/07/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RAMS HEAD LODGE INC PO BOX 774 SALMON ID 83467 (208) 756-0070	06/01/1965	IRRIGATION	04-01 11-01	0.04 CFS	
TOTAL DIVERSION:					0.04 CFS	
CONSUMPTIVE USE:						3.70 AFA

Water Source: UNNAMED STREAM

Tributary to: SALMON RIVER

Stage: BENEFICIAL USE

Point(s) of Diversion: T23N R17E S21 SESW

LEMHI County

Place of Use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
				NENE NWNE SWNE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
23N	17E	21	:									01								:	1.5
																				TOTAL ACRES	1.5

POU County: LEMHI

Non-Irrigation Uses: NONE

Other Rights: NONE

Remarks: GEN ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST
CHANGED OWNERSHIP PER REQUEST/JH 1-8-98

Dates: Exam Made Date:

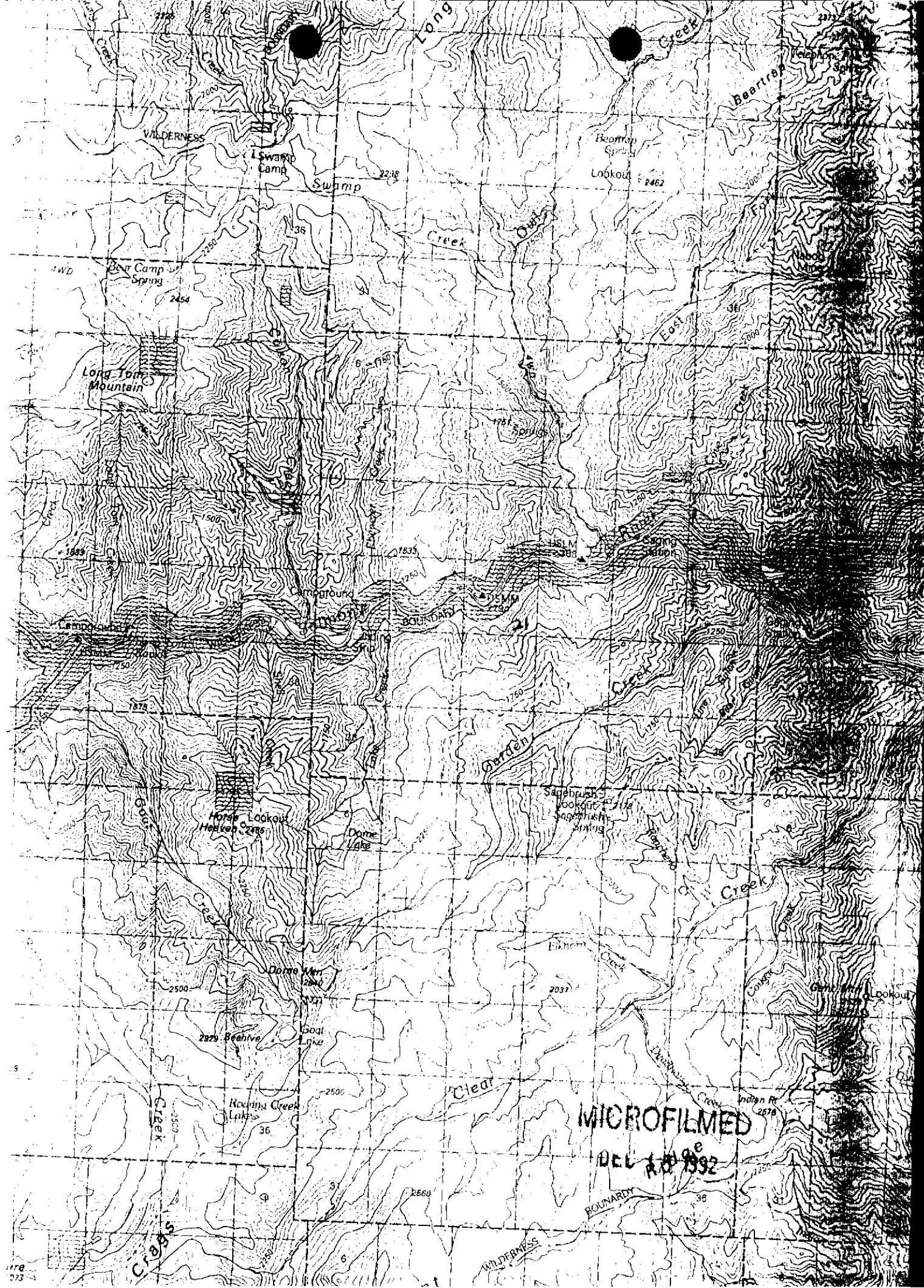
Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

COPY



MICROFILMED

DEL 10 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 8, 1998

RAMS HEAD LODGE
PO BOX 774
SALMON ID 83467

RE: CHANGE IN OWNERSHIP FOR A75-10158

Dear Sirs:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner(s).

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Autumn Jones
Records Clerk

Enclosure: Notice(s) of Claim

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

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 Number(s) -A75-10158 AND 75-07507
 Adjudication Claim Number(s) _____
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 for parcel of ten acres or less. (These are usually on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) DAVID D. MARLER AND KAREN A. MARLER

4. New Owner/Claimant(s) RAM'S HEAD LODGE, INC., an Idaho Corporation
 Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
 New Mailing Address P.O. BOX 774

 City, State and ZIP Code SALMON, IDAHO 83467
 New Telephone Number () -
5. Date you acquired the property DECEMBER 10, 1997
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres actually irrigated 1.5 Number and type of stock _____
 Diversion rate in CFS .040-.20 Number of homes ONE Other uses 4 UNIT MOTEL & COMMERCIAL RES.
cubic feet per second TURANT
 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.
7. Signature of New Owner/Claimant(s) *Robert D. Dwyer, President* Date 12/10/97
 _____ Date _____
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
 For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

WARRANTY DEED

FOR VALUE RECEIVED, DAVID D. MARLER and KAREN A. MARLER, husband and wife, and CHRISTOPHER POWELL and PAMELA POWELL, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto RAM'S HEAD LODGE, INC., an Idaho corporation, whose current address is P.O. Box 774, Salmon, ID 83467, the Grantee, the following described premises, in Lemhi County, Idaho, to-wit:

A parcel of land located in M.S. 2794, T. 23 N., R. 17 E., unsurveyed, B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at Corner No. 8, M.S. 2794, a distance of 201.51 feet on a bearing of S. 0°38'37" E. along the east boundary of said M.S. 2794 to the REAL POINT OF BEGINNING.

Thence S. 0°38'37" E., 451.10 feet to corner No. 1;

Thence N. 59°10'25" W., 470.60 feet along the south boundary of M.S. 2794;

Thence N. 62°14'58" E., 450.90 feet to the REAL POINT OF BEGINNING.

SUBJECT TO:

Right of way for the Salmon River Road No. 60,030 running through the above described property.

TOGETHER WITH all water, water rights, ditches and ditch rights appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: 12-8-97, 1997.

David D. Marler
David D. Marler

Karen A. Marler
Karen A. Marler

Christopher Powell
Christopher Powell

Pamela Powell
Pamela Powell

State of Idaho)
County of Lemhi)

SS No. 235307

This instrument was filed for record at the request

of Bernie Ditt
at 11:11 o'clock Am 12-10 1997

and duly filed and indexed in the records of Lemhi
County

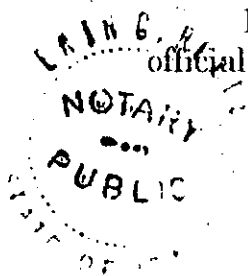
Alberta Wiederrick
Ex-Officio Recorder

Jeri G. Morton Deputy
9:00

STATE OF IDAHO)
) SS
County of Lemhi)

On this 9th day of December, 1997, before me, a Notary Public in and for said State, personally appeared DAVID D. MARLER and KAREN A. MARLER, known to me to be the persons whose names are subscribed to the within instrument 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 in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 1/10/98

California
STATE OF ~~IDAHO~~)
Placer) SS
County of ~~Lemhi~~)

On this 8th day of December, 1997, before me, a Notary Public in and for said State, personally appeared CHRISTOPHER POWELL and PAMELA POWELL, known to me to be the persons whose names are subscribed to the within instrument 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 in this certificate first above written.

[Signature]
Notary Public for ~~Idaho~~ California
Residing at ~~Salmon, Idaho~~ Antelope, CA
Commission Expires: Aug 21, 1998



DC 1/5/98

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

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 Number(s) A75-10158 AND 75-07507

Adjudication Claim Number(s) _____

DEC 18 1997

2. The following **REQUIRED** information must be submitted with this form.Department of Water Resources
Eastern Region

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 for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) B.D. RINEHART4. New Owner/Claimant(s) DAVID D. MARLERName connector (Check one): ☐ AND, ☐ OR, ☐ AND/ORNew Mailing Address R.R. NO. 2City, State and ZIP Code SHOUP, IDAHO 83469New Telephone Number (208) 394 - 21225. Date you acquired the property FEBRUARY 12, 1991

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 1.5, 2.0 Number and type of stock _____Diversion rate in CFS .040
cubic feet per secondNumber of homes ONEOther uses 4 UNIT MOTEL & COMMERCIAL RES-
TURANT

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.

7. Signature of New Owner/Claimant(s) [Signature]Date 12/4/97

Date _____

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

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

RE-RECORDED

WARRANTY DEED

For Value Received

BILL D. RINEHART and JOYCE D. RINEHART,
husband and wife,

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

DAVID D. MARLER and KAREN A. MARLER, an undivided 50% interest, and
ROBERT L. HAGOOD, an undivided 25% interest, and
BARBARA J. NEYER, an undivided 25% interest,
the grantees, the following described premises, in Lemhi County Idaho, to wit:

A PARCEL OF LAND LOCATED IN LEMHI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 1 OF THE DAISY PLACER CLAIM, MINERAL SURVEY
NO. 2794 (N. 52° 12' E., 102,22992 METERS FROM U. S. LOCATION MONUMENT
NO. 2794), AND RUNNING THENCE N. 59° 35' W., ALONG LINE 1-2, 76.20000
METERS; THENCE N. 89° 05' E., 64.80048 METERS TO LINE 8-1; THENCE
S. 01° 19' E. ALONG LINE 8-1, 39.62400 METERS, TO THE POINT OF BEGINNING,
IN THE NW1 OF SECTION 21, TOWNSHIP 23 N., RANGE 17 E., BOISE MERIDIAN,
IDAHO.

THE FOLLOWING DESCRIPTION IS THE CORRECT DESCRIPTION AND WILL REPLACE THE ONE
AS WRITTEN ABOVE:

A parcel of land located in M. S. 2794, T. 23 N., R. 17 E., Unsurveyed, B. M., Lemhi
County, Idaho, more particularly described as follows:

Commencing at Corner No. 8, M. S. 2794, a distance of 201.51 feet on a bearing
of S. 0° 38' 37" E., along the East boundary of said M. S. 2794 to the REAL POINT
OF BEGINNING.

Thence S. 0° 38' 37" E., 451.10 feet to Corner No. 1;

Thence N. 59° 10' 52" W., 470.60 feet along the South boundary of said M. S. 2794;

Thence N. 62° 14' 58" E., 450.95 feet to the REAL POINT OF BEGINNING.

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 except the lien for taxes for the current year,
any liens and encumbrances of record on this date, and any liens or
encumbrances suffered or created by Grantees prior to the date hereof,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 12th, 1991.

BILL D. RINEHART

JOYCE D. RINEHART

STATE OF IDAHO, COUNTY OF Lemhi

On this 12th day of Feb., 1991,
before me, a notary public in and for said State, personally
appeared:

BILL D. RINEHART and
JOYCE D. RINEHART

Known to me to be the persons whose name is subscribed
to the within instrument, and acknowledged
to me that they executed the same.

Notary Public

My Comm. Expires

STATE OF IDAHO, COUNTY OF Lemhi

I hereby certify that this instrument was filed for re-
cord at the request of Lemhi Title Abstract Co.

at 1:05 minutes past 1 o'clock p.m.,
this 12th day of February,
1991, in my office, and duly recorded in Book
of Deeds at page

Alberta Rudenick
Ex-Officio Recorder

By Deanne Schaefer
Deputy.

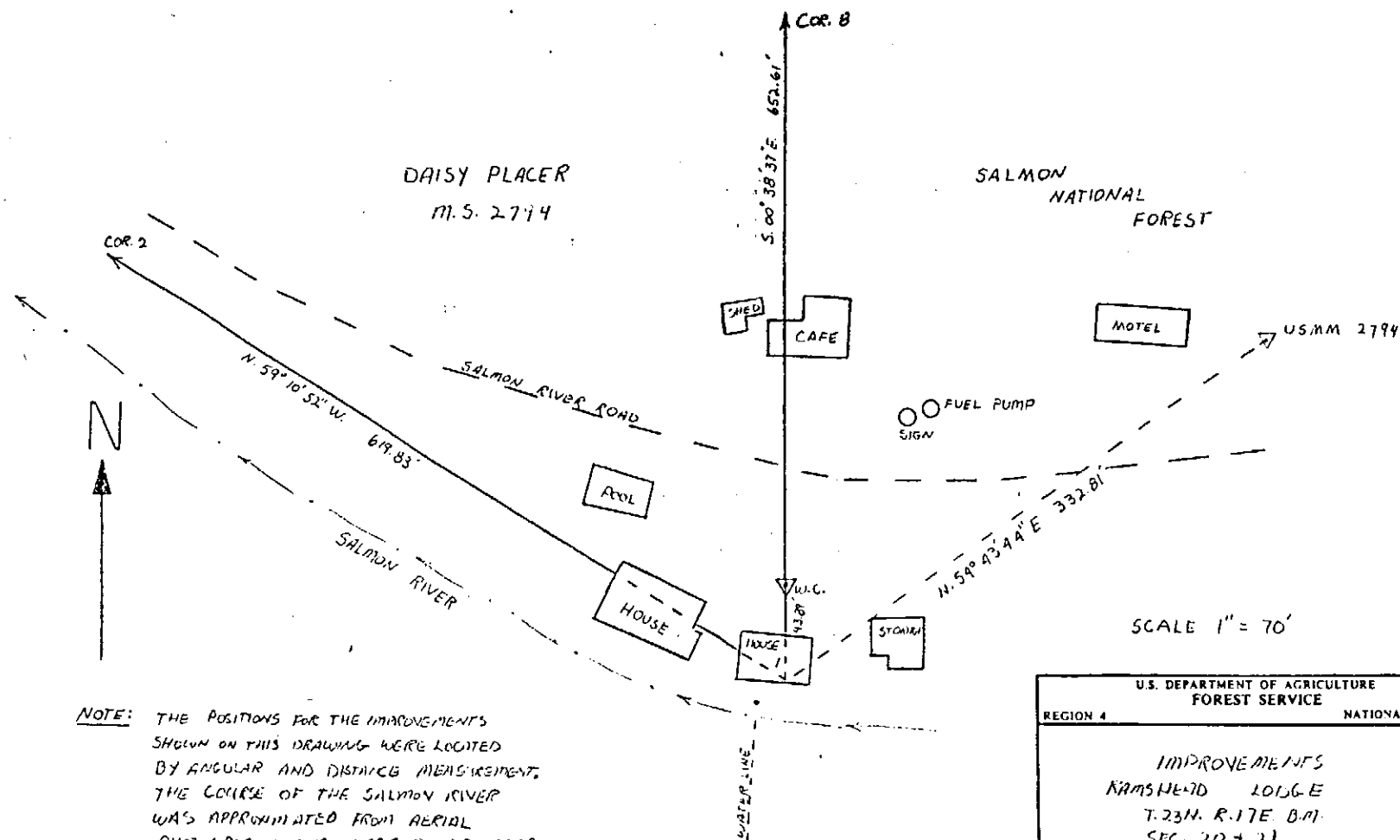
Pages 3 of 3

File #

INSTRUMENT NO. 209607

IDAHO

INSTRUMENT NO. 209616



U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE		NATIONAL FOREST	
REGION 4			
IMPROVEMENTS			
KAMSHEAD LODGE			
T. 23N. R. 17E. B.M.			
SEC. 20 + 21			
UNSURVEYED			
SURVEYED BY	P. K. R. 111	DATE	7/14
APPROVED	FOREST ENGINEER	DATE	
APPROVED	FOREST SUPERVISOR	DATE	
DRAWN	7/14	CHECKED	7/16
SHEET	1 OF 1	DRAWING NO.	



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

MAY 6, 1991

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

ROBERT L HAGOOD
BARBARA MEYER
DAVID MARLER
KAREN MARLER
RR 2
SHOUP ID 83469

RE: CHANGE OF OWNERSHIP FOR A75-10158

Dear Robert:

The request for Change in Ownership concerning Notice of Claim in the above reference has been processed and the Notice modified to reflect you as the new owners.

Enclosed is a typed Notice with your names shown as the current owners. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Ernest Carlsen
Adjudication Supervisor

EC:jt

Enclosure: Printed Notice of Claim

File: "p"

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DEC 15 1992

RECEIVED

APR 26 1991

CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

Department of Water Resources
Eastern District Office

Water Right Number(s): A75-10158

[X] Name and Address of Former Claimant: B.D. & Joyce D. Rinehart

[X] New Claimant(s): Robert L. Hagood/ Barbara J. Meyer

David D. & Karen A. Marler

[X] New Mailing Address: RR 2 Shoup, Id. 83469

New Telephone Number: (208) 394 - 2175

[] Does the change in ownership result in a splitting of the water right claimed? yes X no

If yes, then describe the portion of the water right that is now claimed by the new owner:

N/A

[X] Attach proof of ownership
Describe proof attached: _____

[X] Signature of New Claimant(s): Robert L. Hagood / Barbara J. Meyer
David D. Marler / Karen A. Marler

Date: Hello!

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any: _____

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The assignment of
water rights by
the original owner
is being mailed 4/24/91
Thanks Bob Hagood

CHANGE IN OWNERSHIP

Page 2

[] Signature of Former Claimant(s): N/A

Date: _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

After form has been completed, please return to the nearest IDWR office below:

WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705
(208) 334-2190

EASTERN REGIONAL OFFICE
150 SHOUP SUITE #15
IDAHO FALLS, IDAHO 83402
(208) 525-7161

STATE OFFICE
1301 N. ORCHARD ST.
STATEHOUSE MAIL
BOISE, IDAHO 83720
(208) 327-7906

SOUTHERN REGIONAL OFFICE
222 SHOSHONE STREET EAST
TWIN FALLS, ID 83301
(208) 734-3578

NORTHERN REGIONAL OFFICE
1910 NORTHWEST BLVD. SUITE 210
COEUR D'ALENE, IDAHO 83814
(208) 765-4639

THIS DEED OF TRUST, Made this 12TH day of FEBRUARY, 1991
 BETWEEN DAVID D. MARLER and KAREN A. MARLER, husband and wife, and
 ROBERT L. HAGOOD and BARBARA J. MEYER, herein called GRANTOR.
 whose address is Rural Route #2, Shoup, Idaho 83469
 LEMHI TITLE & ABSTRACT COMPANY, INC., an Idaho Corporation, herein called TRUSTEE, and
 BILL D. RINEHART and JOYCE D. RINEHART, herein called BENEFICIARY.
 WITNESSETH: The 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 twenty acres:

A PARCEL OF LAND LOCATED IN LEMHI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
 BEGINNING AT CORNER NO. 1 OF THE DAISY PLACER CLAIM, MINERAL SURVEY
 NO. 2794 (N. 52° 12' E., 102,22992 METERS FROM U. S. LOCATION MONUMENT
 NO. 2794), AND RUNNING THENCE N. 59° 35' W., ALONG LINE 1-2, 76.20000
 METERS; THENCE N. 89° 05' E., 64.80048 METERS TO LINE 8-1; THENCE
 S. 01° 19' E. ALONG LINE 8-1, 39.62400 METERS, TO THE POINT OF BEGINNING,
 IN THE NW¼ OF SECTION 21, TOWNSHIP 23 N., RANGE 17 E., BOISE MERIDIAN,
 IDAHO.

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 SEVENTY THOUSAND Dollars, (\$ 70,000.00),

final payment due February 12, 2001

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 instru-
 ments 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 Bene-
 ficiary, 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 performed and materials furnished therefor; to comply with all laws affecting said property or requir-
 ing 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, fumigate, prune and do all other acts which from the
 character or use of said property may be reasonably necessary, the specific enumerations herein not excluding 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 determine, 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 powers of Bene-
 ficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in
 any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances,
 charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees
 and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor
 shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance
 premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the pay-
 ment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof,
 with interest from date of expenditure at ten per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without
 obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may:
 make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary
 or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding pur-
 porting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any
 encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such
 powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable
 fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof
 is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner
 and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require
 prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and
 presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of
 the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or
 plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien
 or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed
 and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty,
 the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts
 shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons
 legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the
 continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any
 default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and
 retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without
 notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security
 for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for
 or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses
 of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Bene-
 ficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and
 the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done
 pursuant to such notice.

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6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

DAVID D. MARLER

KAREN A. MARLER

ROBERT L. HAGOOD

BARBARA J. MEYER

STATE OF CA COUNTY OF SACRAMENTO

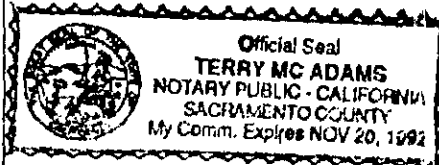
On this 12 day of Feb., 1991,
before me, a Notary Public in and for said State, personally
appeared David D. Marler &
Karen A. Marler

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

Residing at

Persons Highway, CA

Notary Public,



DEED OF TRUST
WITH POWER OF SALE

GRANTOR
LEMHI TITLE & ABSTRACT CO.
TRUSTEE

BENEFICIARY

19

State of Idaho
County of Lemhi

ss No.

209617

This instrument was filed for record at
the request of Lemhi Title & Abstract Co.
at 1:26 o'clock p.m. February 12, 1991
and duly filed and indexed in the
records of Lemhi County

Alberta Wiederlied

Ex-Officio Recorder

By Deanne Gray Deputy

Fees: \$6.00

ed

STATE OF IDAHO, COUNTY OF LEMHI
ON THIS 12th DAY OF FEBRUARY, 1991,
BEFORE ME, A NOTARY PUBLIC IN AND FOR
SAID STATE, PERSONALLY APPEARED

ROBERT L. HAGOOD AND BARBARA J. MEYER

KNOWN 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 SALMON, IDAHO

OF FURTHER AND/OR
THIS REQUEST

19

assigned or transferred.

WARRANTY DEED

For Value Received

BILL D. RINEHART and JOYCE D. RINEHART,
husband and wife,

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

DAVID D. MARLER and KAREN A. MARLER, an undivided 50% interest, and
ROBERT L. HAGOOD, an undivided 25% interest, and
BARBARA J. MEYER, an undivided 25% interest,
the grantees, the following described premises, in Lemhi County Idaho, towit:

A PARCEL OF LAND LOCATED IN LEMHI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 1 OF THE DAISY PLACER CLAIM, MINERAL SURVEY
NO. 2794 (N. 52° 12' E., 102,22992 METERS FROM U. S. LOCATION MONUMENT
NO. 2794), AND RUNNING THENCE N. 59° 35' W., ALONG LINE 1-2, 76.20000
METERS; THENCE N. 89° 05' E., 64.80048 METERS TO LINE 8-1; THENCE
S. 01° 19' E. ALONG LINE 8-1, 39.62400 METERS, TO THE POINT OF BEGINNING,
IN THE NW¼ OF SECTION 21, TOWNSHIP 23 N., RANGE 17 E., BOISE MERIDIAN,
IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor sdo 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 except the lien for taxes for the current year,
any liens and encumbrances of record on this date, and any liens or
encumbrances suffered or created by Grantees prior to the date hereof,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 12th, 1991.

Bill D. Rinehart
BILL D. RINEHART

Joyce D. Rinehart
JOYCE D. RINEHART

STATE OF IDAHO, COUNTY OF Lemhi

On this 12th day of Feb., 1991,
before me, a notary public in and for said State, personally appeared

BILL D. RINEHART and
JOYCE D. RINEHART

Known 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 Salmon, Idaho
Comm. Expires 1/16/92

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for re-
cord at the request of Lemhi Title & Abstract Co.

at 125 minutes past 1 o'clock p.m.,
this 12th day of February
1991, in my office, and duly recorded in Book
of Deeds at page

Alberta Friedrich
Ex-Officio Recorder

By *Deanne Gray* Deputy.

Fees \$ 3.00

Mail to:

LEMHI TITLE & ABSTRACT — SALMON, IDAHO

FEB 22 1991

ALCOHOL & DRUG
CONTROL DIVISION

INSTRUMENT NO. 209616

Water Right Number - A75-10158

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

RINEHART

B. D.

1 - BOX 55

2 -

3 -

City- SHOUP

State- ID Zip- 83469

Phone - 208-756-0070

RINEHART

JOYCE D.

1 - BOX 55

2 -

3 -

City- SHOUP

State- ID Zip- 83469

Phone - 208-756-0070

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
06/01/1965 15 EASTERN J - BENEFICIAL USE+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
UNNAMED STREAM SALMON RIVER+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)
23N 17E 21 SE SW (59) LEMHI+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 11/01 0.040+ - Total Div. Rate - - - - - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
0.040 3.7+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
23N 17E 21 SE NW 1.5 01 IRRIGATION (59) LEMHI

Total Acres: 1.5

+ - - Diversion Remark - LEADBOX TO PIPELINE ACROSS SALMON RIVER ALONG CABLE/ SPRINKLERS

+ - - Non-Irrigation Use - NONE

+ - - Other Rights or Time Use - NONE

+ - - - - Remarks - - - - - +
ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST+ - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.

Water right number - A75-10158

Prefix Translation: ADJUDICATION CLAIM

+ - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - Audit Fields - 04/19/90 MOBILE2

+ - - - - Comments - - - - -
No Comments Found

+ - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 04/19/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
Proof Due Date	- 00/00/0000	Proof Made Date	- 00/00/0000	Water District	-
Licensed Date	- 00/00/0000	Receipt Number	- M006676	Federal/State Indicator	- S
Claims Tape Error Flg	-	POU Ownership Flag	- Y	Presumption Flag	-
Fee Exempt Flag	-	Name Connector	- OR		



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

Robert L. Hagood
5625 Kiva Drive
Sacramento, CA
95841-4327

March 14, 1991

RECEIVED

MAR 15 1991

Department of Water Resources
Eastern District Office

RE: App. for Permit 75-07507 & SRBA Claim A75-10158

Dear Mr. Hagood;

Our records show that the above-referenced water filings relate to the Ramshead Lodge property that you recently purchased from B. D. Rinehart. These filings are still in Mr. Rinehart's name. Copies of the filings are enclosed for your information.

The application for permit belongs to Mr. Rinehart. He can assign the application to you by completing the enclosed Assignment form.

You can change the name and address on the SRBA claim by completing the enclosed Change In Ownership form. If you sign this form, a copy of your deed must accompany the form when it is returned to this Department.

Further correspondence on this matter should be directed to our eastern region office at 150 Shoup Ave., Suite #15, Idaho Falls, ID, 83401. They maintain the records of water usage in Lemhi County.

Sincerely,

James E. Stanton

James E. Stanton
Sr. Water Resource Agent

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DEC 15 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

RECEIVED

MAR 14 1991

Department of Water Resources
Southern Region Office

CECIL D. ANDRUS

GOVERNOR

RECEIVED

MAR 15 1991

Department of Water Resources
Eastern District Office

March 12, 1991

Frank A. Hartman
Howe, ID 83244

RE: NOTICE OF PENDING ORDER TO REJECT APPLICATION FOR PERMIT
NO. 33-7163 - FERC NO. 10107 - PROPOSED BADGER CREEK
HYDROPOWER PROJECT

Dear Mr. Hartman:

On May 24, 1984, you submitted the above referenced application to the department proposing the diversion of 6.0 cubic feet per second of water to be diverted from Badger Creek tributary to the Little Lost River for power generation purposes in Butte County, Idaho.

On January 29, 1987, the Federal Energy Regulatory Commission (FERC) issued Preliminary Permit No. 10107 in connection with the proposed project. On January 1, 1990, the preliminary permit expired.

Water Appropriation Rule 4,5,3,3,2. requires an applicant for a permit to to be actively obtaining other permit approvals needed in connection with the project.

If you are no longer interested in the project, please sign and return the partially completed relinquishment form. If you do not relinquish the application, you are directed to provide within thirty (30) days appropriate information to show that you are actively pursuing development of the project. If the requested information is not timely submitted to the department, the department will issue an order rejecting the application pursuant to Section 42-203A, Idaho Code.

Feel free to contact the department if you have questions.

Sincerely,


L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

c: S. Region

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DEC 15 1992