

fax 756-1801

Form 42-54802-1409(8) July, 2000

RECEIVED

OCT 27 2003

Department of Water Resources

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

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 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
74-2047N					

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) 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(s) Charles A. Simmons
Rt 1 Box 1855 Lewiston, MT 59457
4. New Owner/Claimant(s) Shayne & Robyn Holmes
 Name Collector (Check one): ☐ and ☐ or ☐ and/or
- ☒ New Mailing Address PO BOX 1564
 City, State and ZIP Code Salmon, ID 83467
 New Telephone Number (208) 756-8103
5. Date you acquired the property Oct 17, 2003

Form 42-249(72-1499)(6) July, 2000

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>74-2047N</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-foot per annum)	Description (acres, number and type of stock, houses, etc)
Irrigation	<u>170 CFS</u>	<u>7.7 acres</u>
Stock	<u>—</u>	<u>—</u>
Domestic	<u>—</u>	<u>—</u>
Other	<u>—</u>	<u>—</u>
Total	<u>170 CFS</u>	

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

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

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 _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by <u>AJ</u>	Date _____	WR _____ Date _____

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

08/29/2003

WATER RIGHT NO. 74-2047N

Owner Type	Name and Address
Current Owner	CHARLEY A SIMMONS RT 1 BOX 1855 LEWISTOWN, MT 59457 (406)538-8655

Priority Date: 09/19/1909

Basis: Decreed

Status: Active

Source	Tributary
LEMHI RIVER	SALMON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	11/01	0.327 CFS	
Total Diversion			0.327 CFS	

Location of Point(s) of Diversion:

LEMHI RIVER	NWNW	Sec. 33	Township 21N	Range 23E	LEMHI County
-------------	------	---------	--------------	-----------	--------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION LEMHI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
21N	22E	11		SESE	7									
		13		NWNW	3									
		14		NENE	7.7									

Total Acres: 17.7

Remarks:

1.	General	TO MY KNOWLEDGE THE LAND LISTED ABOVE IN SEC. 14 & 13 HAS ALWAYS BEEN IRRIGATED UNDER THIS RIGHT, EVEN THOUGH IT WAS NOT INCLUDED UNDER THE RIGHT IN THE LEMHI DECREE THIS RIGHT PAID FOR UNDER RECEIPT #E016830. CHANGE IN OWNERSHIP 8-24-95 GJT.
----	---------	--

Dates:

Licensed Date:

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

7.7 acres

.327 .1 = 8.518 x .02 .170

DEED OF TRUST

THIS DEED OF TRUST, Made this 5th day of JULY, 1994

BETWEEN ROBERT S. HEIDT and DEBBIE BEAUCHAMP, hereinafter called GRANTOR,
The American Land Title Co., Inc. herein called TRUSTEE, and CHARLEY A. SIMMONS and SHIRLEY A. SIMMONS, husband and wife, hereinafter called BENEFICIARY.

whose address is RT. 1, BOX 1855, LEWISTOWN, MT 59457

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 twenty acres:

LOT 4 OF COUNTRY LIVING SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE 25, RECORDS OF LEMHI COUNTY, 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 TWENTY THOUSAND AND NO/100 Dollars, \$20,000.00.

That payment due on JULY 5, 2004.

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 other person, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or disbursements together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or disbursements shall be optional with the Beneficiary, and provided further that it is the express intention of the parties to this Deed of Trust that the Beneficiary shall retain the security until paid for all such advances together with interest thereon.

Beneficiary hereby agrees to use said property in good condition and repair, not to remove or demolish any building thereon to complete or restore property and to keep same in good condition, or building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor, materials and materials furnished thereon to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon. Beneficiary shall not permit use thereof to be used to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, plant, or use in any other manner which from the character or use of said property may be reasonably necessary, the specific enumerations herein for and against the same.

Beneficiary shall 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 deem proper. Beneficiary shall have the entire amount to collect or any part thereof may be released to Grantor. Such application or release shall not cure any defect in or default or notice of default hereunder or invalidate any act done pursuant to such notice.

Beneficiary shall defend and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall 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.

Beneficiary shall pay or cause to be paid before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and fees, and shall pay or cause to be paid property on any part thereof, which appears 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 the Grantor, use and benefit, and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this Deed of Trust.

Beneficiary shall immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so, may 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 may be necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, to sue, defend and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contract 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.

Beneficiary hereby agrees that

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 to disposition of proceeds of fire or other insurance.

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 or all other sums so secured or to declare default for failure so to pay.

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 convey 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.

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 recover without warranty the property then held hereunder. The notice for any reconveyance executed under this deed of trust or of persons legally entitled thereto.

Reconveyance may be described as: the person or persons legally entitled thereto.

As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, 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 of competent jurisdiction, 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 Beneficiary 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.

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 assume or cause the Trustee to assume a written notice of such default and of his election to cause to be sold the herein described property to satisfy the indebtedness 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.

DEED OF TRUST

Debbie Beauchamp
DEBBIE BEAUCHAMP

State of Idaho) 223185
County of Lemhi) ss We, _____
This instrument was filed for record at
the request of William H. Bond
at 4:15 o'clock P. 7-12 1914
and duly filed and recorded in the
records of Lemhi County
Alvin W. Everett
Ex-Officio Recorder
By Levi G. Moulton Clerk
Filed 7-12-14

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

Trespass:

Any interference to the legal owner and holder of all individuals secured by the within Court of Texas, all items secured thereby shall have fully and truly been fully improved and directed to correct all evidence of individuals secured by and Court of Texas and to maintain without exception the within Court held by you within the below:

THE COURTSHIP HAVE IN MIND, AND ARE EVIDENCE OF COURTSHIP AND/OR AFFECTION, AS WELL AS EVIDENCE OF THE COURTSHIP.

DS-035

ASSIGNMENT OF BENEFICIARIES' INTEREST IN PROMISSORY NOTE AND IDAHO TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, CHARLEY A. SIMMONS AND SHIRLEY A. SIMMONS, of Rt 1 Box 1855, Lawletown, MT 59457, hereinafter called Assignor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, transfer, convey, set over and assign to LEIGH R. CORNELIUS AND BARBARA CORNELIUS, TRUSTEES, ANESTHESIOLOGY, P.C., MONEY PURCHASE PENSION PLAN & TRUST of PO Box 3447, Missoula, MT 59806, hereinafter called Assignee, all of Assignor's right, title, and interest in and to all payments due under or to be paid under that certain TRUST INDENTURE NOTE and IDAHO TRUST INDENTURE dated the 5th day of July, 1984, and recorded on the 12th day of July, 1984, as Instrument No. 223185 records of Lemhi County, Idaho, executed by ROBERT S. NIOT AND DEBBIE BEAUCHAMP of 1309 South Black, Bozeman, MT 59715, as Grantors, to Atlantic Title Co. of PO Box 1169, Salmon, ID 83487 as trustee, and CHARLEY A. SIMMONS AND SHIRLEY A. SIMMONS as Beneficiaries.

Said TRUST INDENTURE NOTE and IDAHO TRUST INDENTURE is held in escrow at DIAMOND ESCROW, whose address is 2504 West Mary, Suite L, Bozeman, MT 59715, and is for the sale and purchase of the following real property situated in the County of Lemhi, Idaho, to-wit:

Lot 4 of Country Living Subdivision according to the official plat thereof filed for record in Book 6 of Plats at Page 26, records of Lemhi County, Idaho

Subject to easements, covenants, conditions and restrictions apparent or of record together with their appurtenances

1. **GRANT OF OPTION** Assignor is hereby granted the option to redeem this Assignment and have the same canceled and all their rights herein reinstated. This option is subject to the following conditions:

- A. Assignor may exercise this option after receipt by Assignee of ONE HUNDRED (100) monthly payments in the amount of THREE HUNDRED NINETEEN Dollars and 50 Cents (\$345.00) each beginning with the payment of April 5, 1993 and ending with the payment of July 5, 2004, by paying Ten Dollars (\$10.00) and upon the Assignee's receipt of the ONE HUNDRED (100) payments herein assigned, PLUS a sum equal to any delinquent payments (if any) then due from the grantor and/or their assigns

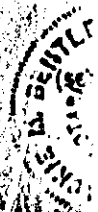
In the event of pre-payment by the Grantors and/or their assigns option price shall be reduced by the amount of prepaid principal. In the event of complete payment of the remaining balance by the Grantors, before the option date, Assignee will remit to Assignor all funds in excess of NINE (9%) annual yield on a beginning balance of SEVENTEEN THOUSAND TWO HUNDRED SEVENTY FOUR Dollars and 87/100 (\$17,274.87) from the date of this Assignment.

- B. Assignor may exercise this option prior to May 1, 1999 by paying a sum which will represent an NINE (9%) annual yield on SEVENTEEN THOUSAND TWO HUNDRED SEVENTY FOUR Dollars and 87/100 (\$17,274.87) from the date of this Assignment.

- C. In the event of default, by Grantors and/or their assigns, foreclosure action of Promissory Note and Idaho Trust Indenture by its terms therein provided, Assignor shall have thirty (30) days from date of receipt of notice to repurchase subject property for a sum determined under paragraph (B) above.

IN
—
BY

Stn
Co
On
per
per
IN
this



2. In the event Assignor herein exercises the option to redeem this Assignment as aforesaid, the Escrow Agent will receive the money from the Assignor and deliver the same to the Assignee. In addition, the Escrow Agent shall deliver to assignor that Reconveyance and Confirmation of Assignment which document has been executed by the Assignee and delivered to the Escrow Agent with this instrument.
3. In the event the Assignor fails to exercise the option to redeem as aforesaid, all of the Assignor's rights in said Promissory Note and Idaho Trust Indenture including Assignor's rights on Default and foreclosure, shall be canceled and shall be of no further force and effect. In addition, all payments received in the future shall be delivered to the assignee herein who shall therefor be treated as the owner of said Promissory Note and Idaho Trust Indenture without any further reservation.
4. Assignor hereby instructs the Escrow Agent above named to distribute to Assignee or their order, all payments hereafter received by Escrow Agent to which Assignor would have been entitled had these presents not been executed. The Escrow Agent and Grantors shall deal with Assignee herein as Beneficiary in place of the undersigned for the purpose of payment and remitting payment under the said TRUST INDENTURE NOTE and IDAHO TRUST INDENTURE.
5. Assignor expressly warrants that they are the Beneficiaries of said TRUST INDENTURE NOTE and IDAHO TRUST INDENTURE and that they have authority to assign and transfer the same free of all encumbrances and further warrants that the unpaid principal balance due under said TRUST INDENTURE NOTE and IDAHO TRUST INDENTURE is \$17,942.46 plus 9% interest from the 1st day of March, 1996.

IN WITNESS WHEREOF, the Assignor has executed the within instrument on this 15 day of May, 1996.

BY:

222991

Charles A. Simmons
CHARLEY A. SIMMONS

Shirley A. Simmons
SHIRLEY A. SIMMONS

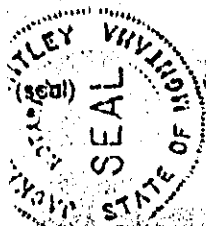
Date of Idaho)
County of)
This instrument was filed for record at the recorder of)
of)
and duly filed and recorded in the records of)
County)
Notary Public
for)
Fee)
Record)

State of Montana)
County of)

On this 15 day of May, 1996, before me, a Notary Public for the State of Montana, personally appeared CHARLEY A. SIMMONS and SHIRLEY A. SIMMONS, known to me to be the persons that executed this instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Seal the day and year in this certificate first above written

Jackie M. Bunting
Notary Public for the State of Montana
Residing at Lewistown
My Commission Expires June 24, 1997



98-036

KNOW ALL MEN

That the under:
Lewistown, MT
No/00ths Dollr
hereby acknow
SHERICK ANI
hereinafter call
under or to be
INDENTURE d
1994, as Instru
AND DEBORA
Co. of PO Box
A. SIMMONS &

Said TRUST IN
ALLEN ESCRO
purchase of the

Lot 3, of
Book 5

Subject
together

1. GRANT OF
have the se
following co

A. A
(
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V
W
X
Y
Z