



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 11, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

LE ROY HOWELL
KATHERINE M HOWELL
PO BOX 1136
KAMIAH ID 83536

RECEIVED

AUG - 9 2002

Department of Water Resources

RE: Snake River Basin Adjudication (SRBA)
Notice of Change of Water Right Ownership
Notice of Claim to a Water Right #85-4068

85-04068

Dear Claimants:

Thank you for advising us you are the new owners of the property and water right claim referenced above. Unfortunately, the form you submitted has been obsolete since February, 1997. Our current form (copy enclosed) requests a plat of the property or a survey map for parcels of ten or more irrigated acres. Plat maps can be obtained from your County Assessor's office. When you obtain the plat map, please outline your property, write your water right number (referenced above) on it and send the map to me at this office.

I will hold the obsolete ownership change form until I receive the map and deed. You do not need to complete the current form enclosed, but we do require the plat map and deed or similar legal document (please see instructions on new form).

I would greatly appreciate knowing where you obtained the obsolete form so I can contact them and send them a supply of our current ownership change forms. Please call me toll-free at 1/800-451-4129 if you have any questions.

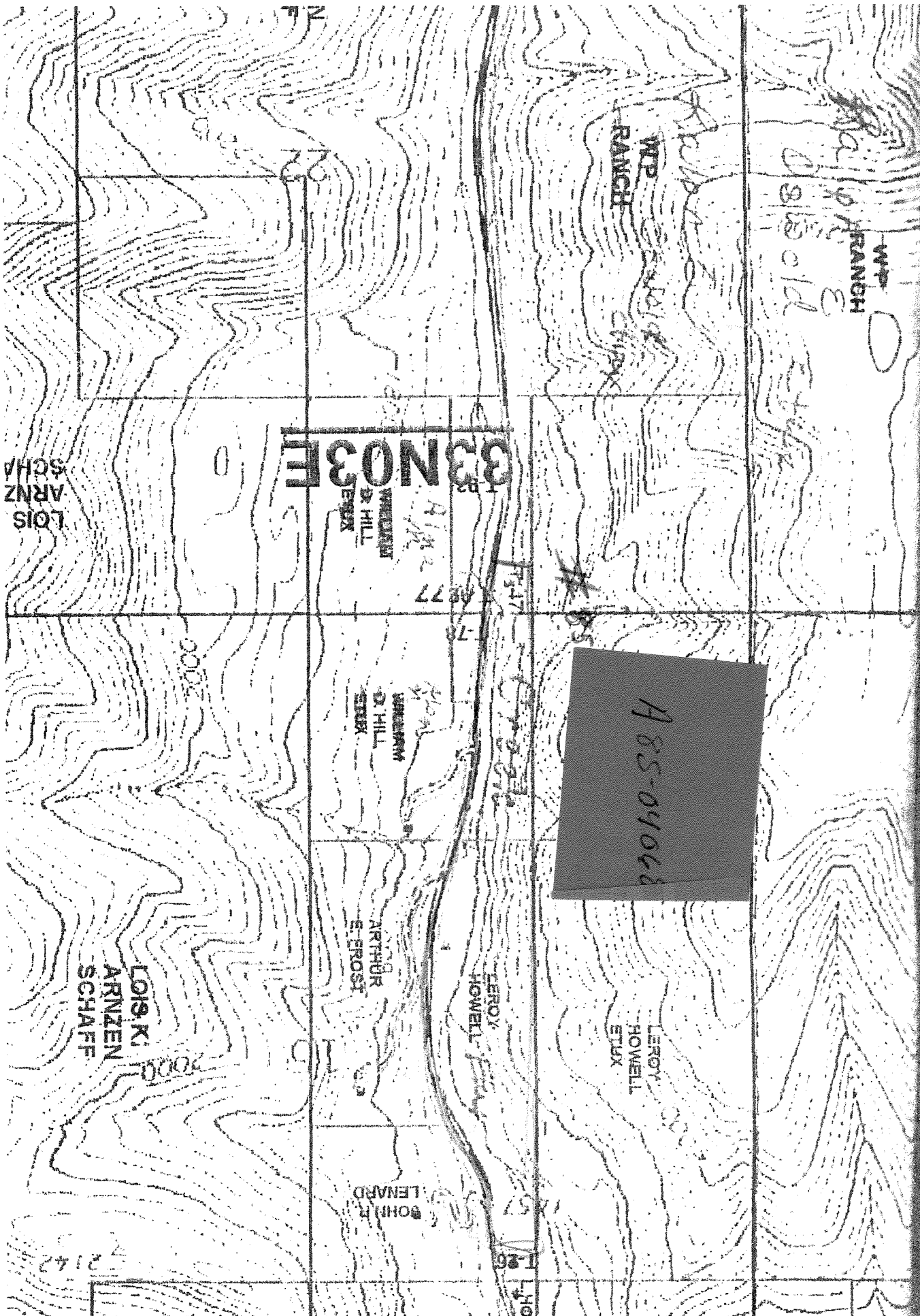
DA/c Lupton
Sawyer in Englewood

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:

Form 42-248/42-1409(6)



423143

CORRECTION WARRANTY DEED

WHEREAS, on or about the 29th day of July, 1993, the Grantor hereinafter named, did make and execute that certain Warranty Deed which was placed in an escrow account with Forsmann Accounting Service, P.O. Box 37, Cottonwood, ID 83522. Said deed has not been recorded with the Office of the Idaho County Recorder, however, a *Assignment* Notice of the Agreement for the Purchase and Sale of Real Property was previously recorded with the Office of the Idaho County Recorder on the 12th day of August ~~1993~~ 1996 as Instrument No. 388328.

WHEREAS, on or about the 29th day of May, 1996, the Grantor made and executed an Assignment of Agreement for the Purchase and Sale of Real Property, which assignment was recorded with the Office of the Idaho County Recorder on the 12th day of August, 1996 as Instrument No. 388328, thereby assigning her interest in and to said agreement to The Trust of Willie Maxine Connely, established the 6th day of March, 1992.

WHEREAS, it has come to the attention of the parties hereto that there was an error in a portion of the legal description as set forth in said Warranty Deed, said Notice and said Assignment and therefore the parties hereto desire to correct said description.

WHEREAS, the aforesaid Warranty Deed further contained provisions for the reservation by the Grantor of a life estate to and in a portion of the real property together with a mobile home situate thereon.

WHEREAS, said mobile home was previously destroyed by fire and the Grantor has not lived in said mobile home or on any portion of the said real property since on or about January, 1998 and has no intention of maintaining said life estate.

WHEREAS, it is the further intention of the Grantees, hereinafter named, to pay off any and all balance owing to Grantor and otherwise satisfy the provisions of the aforescribed Agreement for the Purchase and Sale of Real Property, thereby obtaining possession of the Warranty Deed

NOW THEREFORE, for value received and in consideration of the foregoing premises, WILLIE MAXINE CONNELLY, also known as Maxine Connely, individually and as Trustee of The Trust of Willie Maxine Connely, hereinafter referred to as Grantor, does hereby grant, bargain, sell, convey and assign unto LEROY HOWELL and KATHERINE M. HOWELL, husband and wife, whose address is P.O. Box 1136, Kamiah, Idaho 83536, hereinafter referred to as Grantees, all her and the said trusts right, title and interest in and to the real property described as follows:

All that part of the East One-Half of the Southwest One-Quarter (E1/2SW1/4) and all that part of the Southeast One-Quarter of the Northwest One-Quarter (SE1/4NW/4) of Section Fifteen (15), Township

33 North, Range Three (3) East of the Boise Meridian, Idaho County, Idaho, lying West of U.S. Highway No. 62, EXCEPTING THEREFROM, a tract, sometimes referred to as the Idaho County Assessor's Tax Number 26, more particularly described as follows:

Beginning at the Northwest (NW) Corner of the Southeast One-Quarter of the Northwest One-Quarter (SE1/4NW1/4) of Section 15, Township 33 North, Range Three (3) East of the Boise Meridian, thence South on the subdivision line 200 feet, thence East to a point the westerly right-of-way line of U.S. Highway No. 62, thence North following the westerly right-of-way line of said highway to a point on the North line of the Southeast One-Quarter of the Northwest One-Quarter (SE1/4NW1/4) of said Section 15, thence West along the North line of said Southeast One-Quarter of the Northwest One-Quarter (SE1/4NW1/4) of said Section 15 to the point of beginning.

TOGETHER WITH the perpetual EASEMENT as reserved and described in the Warranty Deed, dated the 21st day of September, 1990, between Willie Maxine Connely, as Grantor, and Lowell J. Prince and Barbara Prince, as Grantees, which deed was recorded with the Office of the Idaho County Recorder as Instrument No. 355417, and which easement is described as a twenty foot (20') wide perpetual easement for ingress and egress for vehicular purposes and/or utilities on an existing road which said road meets U.S. Highway No. 62 south of the Southeast (SE) Corner of what is sometimes referred to as the Idaho County Assessor's Tax Number 47, which tax number is more particularly described as follows:

Tax Number 47: A tract of land located in the Northeast One-Quarter of the Northwest One-Quarter (NE1/4NW1/4) of Section 22, Township 33 North, Range Three (3) East of Boise Meridian, Idaho County, Idaho, described as follows:

Beginning at a point on the westerly line of U.S. Highway No. 62, from which point a 5/8" x 30" rebar reference monument bears North 79° 28' West, 10 feet, and from which point the Northwest (NW) Corner of said Section 22 bears North 77° 17' West, 1,595.8 feet; thence North 79° 28' West, 223.2 feet to a 5/8" x 30" rebar; thence North 11° 14' East, 291.1 feet to an eight inch (8") diameter Ponderosa Pine tree blazed on the south and east; thence South 80° 50' East, 225.6 feet to said westerly line of U.S. Highway No. 62, from which a 5/8" x 30" rebar Reference Monument bears North 80° 50' West, 74.6 feet; thence South 9° 45' West, 25.5 feet along said westerly line of U.S. Highway No. 62, to a point opposite the Northwest (NW) Corner of a concrete box culvert from Seven Mile Creek; thence continuing South 9° 45' West, 270.3 feet along said westerly line of U.S. Highway No. 62, to the place of beginning;

Said Easement runs Northwesterly across the above described Tax Number 47, and serves the property hereinabove described and conveyed;

GRANTOR FURTHER HEREBY waives, releases and discharges any and all right, title or interest to and in the life estate, together with the terms, conditions and restricted, as described in that certain Warranty Deed between the foregoing parties executed on the 29th day of July, 1993, including but not limited to the life estate in and to that certain 1969 Marlette Mobile Home which was situated upon a portion of said property conveyed, together with the accessories, additions, and improvements in anyway or manner associated with said mobile home, including a tract of land surrounding said mobile home.

This Correction Warranty Deed is subject to any liens or encumbrances incurred after the date of the original Warranty Deed dated on or about the 29th day of July, 1993. By acceptance or recording of this Correction Warranty Deed Grantees hereby accept the terms, conditions, limitation and restrictions hereof.

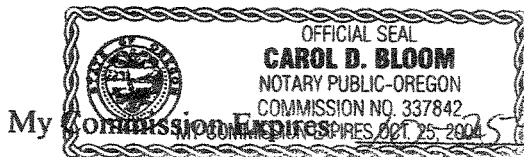
IN WITNESS WHEREOF, the said Grantor, individually and as Trustee of the Trust of Willie Maxine Connely, has hereunto set her hand on this 2nd day of May, 2002.

Maxine Connely
WILLIE MAXINE CONNELLY,
individually and as Trustee for The
Trust of Willie Maxine Connely

STATE OF OREGON)
County of UNION)

On this 2 day of May, 2002, before me, a Notary Public for the State of Oregon, personally appeared WILLIE MAXINE CONNELLY known to me or identified by me to be the person whose name is subscribed to the foregoing instrument as an individual and as the Trustee for the Trust of Willie Maxine Connely and acknowledged to me that she executed the same in both her individual capacity and as the said Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



Carol D. Bloom
Notary Public for the State of Oregon
residing at Elgin, Oregon

STATE of IDAHO	
County of Idaho	
Recorded at request of <u>Katherine Howell</u>	
at <u>2:00 P</u> m	on <u>7-3-02</u>
<u>Rose Gehring</u>	
By _____	Recorder
Fees \$ <u>9.00</u>	Deputy

m/ C.O. Bot 1136
0. 11. 02521