

RECEIVED
APR 04 2003
Department of Water Resources
Eastern Region

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. Portions of Water Right Number(s) 74-0401, 0402, and 0403. And, portions of 74-0243B, 0243C, 0245A, 0236, and 0246A
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) John Sells
c/o Muleshoe Ranch
P.O. Box 7597
Incline Village, NV 89452

4. New Owner/Claimant(s) Bill R. Hager and Jamie D. Hager, and Kerry E. Regua
Name connector (Check one): (☐ AND, ☐ OR, ☐ AND/OR and Janis T. Regua
New Mailing Address P.O. Box 26

City, State and ZIP Code Tendoy, Id 83468
New Telephone Number (208) 756 - 6136

5. Date you acquired the property April 1998

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

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) X Kerry E. Regua Date 4/4/03

(Corporations or other organizations must submit 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 communicate directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Paragraph # 6, continued
Splitting of water rights

<u>Water right number</u>	<u>Portion included with land sale</u>
74-0401, 0402, and 0403. (Lemhi River L.32)	All That water listed under Lot 7 in Sec. 21. and A PROPORTIONATE share of that listed under Lot 1 of Sec. 28, T.19N.,R.24E.
74-0244, 0243B, 0245A, 0236, and 0246A (Agency Cr)	The water for all of the land in Lot 7 of Sec. 21 lying south of Agency Cr. Road, and, the water for all the land lying north of Agency Cr. in Lot 1 of Sec. 28, T.19N. R.24E.

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.

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 claims record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
74-0401	All water listed under	74-0244	water for all the	(Agency Co.)	
74-0402	Lot 7, Sec. 21; Proportionate	74-0243B	land in Lot 7, Sec. 21 lying South		
74-0403	share of that listed	74-0245A	of Agency Creek Road, and, the		
	under Lot 1, Sec. 28.	74-0246A	water for all the land lying		
	T. 19N. R. 24 E.		north of Agency Co. in Lot 1		
			of Sec. 28, T. 19N. R. 24 E.		

The following REQUIRED information must be submitted with this form:

- The appropriate FILING FEE. See instructions for fee amounts.
- 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.
- Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
FLAT 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 FLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s)

John Sells Deeded to Hager & Regua, and
Hager Deeded to Regua

4. New Owner/Claimant(s)

Kerry & Janis Regua

Name Connector (Check only [] and [] or [] and [])

New Mailing Address

City, State and ZIP Code

New Telephone Number

5. Date you acquired the property

DEED OF TRUST

THIS DEED OF TRUST, Made this 14th day of MAY, 19 98,
 BETWEEN KERRY E. REQUA AND JANIST REQUA husband and wife and BILL HAGER AND JAMIE
HAGER, husband and wife
 whose address is PO BOX 26 TENDON, ID 83468 herein called GRANTOR,
 The Alliance Title & Escrow Corp., herein called TRUSTEE, and THE JOHN E. SELLS FAMILY TRUST, JOHN E. SELLS,
TRUSTEE

whose address is PO BOX 7597 INCLINE VILLAGE, NV 89452, herein called BENEFICIARY.

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:

SEE ATTACHED EXHIBIT "A"

COPY

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 NINE THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS Dollars, (\$79,660.00),

final payment due MAY 8, 2008

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 performed 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, 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 Beneficiary 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 payment 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 the rate of interest specified in the above described promissory note.
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 purporting 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 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.
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.

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SW1/4, SECTION 21 AND THE GOVERNMENT LOT 1, SECTION 28, T. 19 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SAID SECTION 28, FROM WHICH THE W 1/4 CORNER OF SECTION 28 BEARS S. 00 DEGREES 12' 36" E., 2620.47 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 00 DEGREES 12' 36" W. ALONG THE WESTERLY BOUNDARY OF SAID SECTION 21 A DISTANCE OF 54.95 FT. TO THE NE CORNER OF SECTION 29;

THENCE N. 00 DEGREES 43' 59" W. ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 622.62 FT. TO A POINT ON THE CENTERLINE OF AGENCY CREEK ROAD;

THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES:

S. 82 DEGREES 54' 09" E., 997.24 FT.; 209.81 FT. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 25 DEGREES 47' 30", A RADIUS OF 466.08 FT. AND A CHORD BEARING S. 70 DEGREES 00' 24" E. FOR 208.04 FT.;

S. 57 DEGREES 06' 39" E., 283.17 FT.;

THENCE SOUTH A DISTANCE OF 334.29 FT. TO THE NE CORNER SAID GOVERNMENT LOT 1 OF SECTION 28;

THENCE S. 00 DEGREES 23' 43" W. ALONG THE EASTERLY BOUNDARY OF SAID GOVERNMENT LOT 1 A DISTANCE OF 373.00 FT. TO A POINT ON THE NORTHERLY BANK OF AGENCY CREEK;

THENCE ALONG SAID NORTHERLY BANK THE FOLLOWING COURSES AND DISTANCES:

S. 59 DEGREES 10' 32" W., 58.37 FT.; N. 70 DEGREES 28' 58" W., 81.16 FT.;

N. 43 DEGREES 05' 49" W., 63.18 FT.; N. 86 DEGREES 43' 22" W., 114.18 FT.;

N. 21 DEGREES 03' 47" W., 47.12 FT.; N. 71 DEGREES 55' 19" W., 154.82 FT.;

N. 53 DEGREES 48' 27" W., 78.29 FT.; S. 30 DEGREES 36' 48" W., 79.27 FT.;

N. 77 DEGREES 10' 35" W., 76.14 FT.; S. 55 DEGREES 58' 32" W., 21.99 FT.;

S. 07 DEGREES 55' 26" E., 42.44 FT.; S. 68 DEGREES 44' 05" W., 130.12 FT.;

S. 63 DEGREES 38' 55" W., 76.47 FT.; S. 73 DEGREES 54' 06" W., 67.68 FT.;

N. 54 DEGREES 29' 57" W., 137.05 FT.; S. 75 DEGREES 20' 59" W., 69.67 FT.;

N. 76 DEGREES 57' 17" W., 91.61 FT.; N. 63 DEGREES 13' 43" W., 168.76 FT.;

N. 77 DEGREE 47' 53" W., 56.29 FT.; N. 46 DEGREES 57' 53" W., 61.14 FT. TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 28;

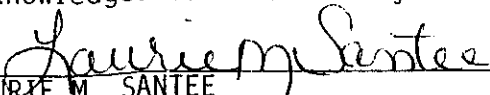
THENCE N. 00 DEGREES 12' 36" W. ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 183.05 FT. TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION LYING WITHIN AGENCY CREEK ROAD.

SUBJECT TO A 25 FOOT EASEMENT FOR UTILITIES, INGRESS AND EGRESS, AND IRRIGATION PIPELINES OR DITCHES ALONG THE EAST SIDE OF THE WEST PROPERTY LINE ALONG THE WEST SIDE OF THE EAST PROPERTY LINE FOR ACCESS TO OTHER LANDS WITH THE AGENCY CREEK RANCH.

STATE OF IDAHO, COUNTY OF LEMHI

On this 14th day of May, 1998, before me, a Notary Public in and for said State, personally appeared JANIS T. REQUA, BILL HAGER AND JAMIE HAGER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.


LAURIE M. SANTEE

Residing at Salmon, Idaho
Comm. Expires: 6-19-2001

PARCELS OF LAND LOCATED IN S 1/2 SE 1/4, SECTION 20,
N 1/2 NE 1/4, SECTION 29, GOVERNMENT LOT 1 SECTION 28,
NE 1/4 NW 1/4 SECTION 28, AND THE SW 1/4 SECTION 21,
T. 19 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.

NOTE: THIS DRAWING IS A COMPILATION OF THE FOLLOWING RECORD
R.O.S. INSTR. NO. 229278; R.O.S. INSTR. NO. 24617; R.O.S. INSTR. NO. 236008. IT HAS BEEN COMPILED FOR INFO
T. 19 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO.



 SCALE 1" = 100.00'

 LEGEND

 ● POUND 5 1/4" BLK ALUMINUM CAP
 ● 5/4" REDIA WITH 2 1/2" ALUM. CAP
 ● PLS 5000
 ● 5/4" x 34" REDIA WITH YELLOW PLASTIC CAP
 ● BLANDED WARE PLS 5000.
 ● SET 5/4" X 30" REDIA WITH 2 1/2" ALUMINUM CAP
 ● BLANDED WARE SURVEYING PLS 5000 FOR 1/4 CORNER.
 ● CALCULATED POINT (NOT SET)
 ● INTERSECT BANK OF AGENCY CREEK.
 ● CENTERLINE OF AGENCY CREEK ROAD.
 ● POINT ON LINE
 ● BLM 1965 RECORD BEARING AND DISTANCE
 P.O.L.
 12 SEP 49 ' 87