

RECEIVED

SEP 02 2005

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
74-784					

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)

ELMA L Patton
 Robert D Patton

4. New Owner/Claimant(s)

IRVIN B. Herod

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1551 Sonoma AV.

City, State and ZIP Code

Seaside CA 93955

New Telephone Number

(831) 394-2412

5. Date you acquired the property

June 15 1993

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>74-784</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.02 cfs</u>	
Stock		
Domestic		
Other		
Total		

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-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) Erwin B. Herod
(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 _____ AJ	Date _____	WR _____ Date _____

6-5579-G

WARRANTY DEED

For Value Received **RON SUMMERS AND JANET SUMMERS** and wife,

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

IRVIN B. HEROD, a married man as his
sole and separate property,
whose current address is 1551 Sonoma Ave., Seaside, CA 92955

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

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owner^s in fee simple of said premises; that they are free
from all incumbrances

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

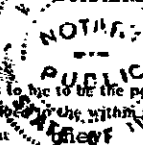
Dated: June 1 1993

Ronald H. Summers
RON SUMMERS

Janet Summers
JANET SUMMERS

STATE OF IDAHO, COUNTY OF Lemhi--ss
On this 29th day of June, 19 93
before me, a Notary Public in and for said State, personally
appeared **RON SUMMERS AND JANET SUMMERS**

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



[Signature]

Notary Public
Idaho

Residing at Salmon
Comm. Expires 2-19-97

State of Idaho) **218889**
County of Lemhi) ss. No. _____

This instrument was filed for record in
the office of the County Clerk of Lemhi
County, Idaho, on June 1, 1993
and is a correct and true copy of the
original as the same appears in the
records of said County.

[Signature] Deputy
County Clerk

Furnished by the AMERICAN LAND TITLE CO., Boise, Idaho

63581-G

WARRANTY DEED

For Value Received

ELAINE L. HALE and CHARLES B. HALE, wife and husband

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

RON SUMMERS and JANET SUMMERS, husband and wife

whose current address is

Route 1, Box 43

SALMON, IDAHO 83467

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

A fraction of Tax No. 660, in the NW 1/4 of Section 31,
T. 20 N., R. 24 E., Boise Meridian, Lemhi County, Idaho,
more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Tax No. 660,
run thence N. 82°23' E. along the Southerly boundary of Tax
660 a distance of 323.7 feet to the POINT OF BEGINNING, and
the Southwesterly corner of the tract of land hereby con-
veyed; continuing thence N. 82°23' E., 150.3 feet; thence N.
7°37' W., 247.0 feet to a point on the Southerly side of the
Lemhi County Road; thence N. 69°14' W., along said road
170.4 feet; thence S. 7°37' E., 328 feet to the 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 owner s in fee simple of said premises; that they are free
from all incumbrances

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

Dated: APRIL 27, 1987

ELAINE L. HALE

CHARLES B. HALE

STATE OF IDAHO, COUNTY OF LEMHI

On this 27th day of April, 1987,
before me, a notary public in and for said State, personally
appeared

ELAINE L. HALE and CHARLES B. HALE

known to me, and whose names are
subscribed to the within instrument, and acknowledged to
me that they have executed the same.

STEVEN R. GOTT
Residing at SALMON
Comm. Expires 12-14-1991

Notary Public
Idaho

State of Idaho } 185426
County of Lemhi } ss. No.

This instrument was filed for record
the request of *Conservation Fund, Inc.*
at 2:27 PM on 4/27/87
by *Steve R. Gott* at the
office of the County Clerk.

Witness my hand and seal
this 27th day of April, 1987.

Furnished by the AMERICAN LAND TITLE CO., Phoenix, Arizona

DEED OF TRUST

whose address is STAR ROUTE 1, Box 45 CARMEN, IDAHO 83462 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 twenty acres:

A fraction of Tax No. 660, in the NW1/4 of Section 31, T. 20 N., R. 24 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows, to-wit:

Commencing at the Southwest corner of said Tax No. 660, thence N. 82°23' E. along the Southerly boundary of Tax 660 a distance of 323.7 feet to the POINT OF BEGINNING, and the Southwesterly corner of the tract of land hereby conveyed; continuing thence N. 82°23' E., 110.3 feet; thence N. 7°37' W., 247.0 feet to a point on the Southerly side of the Lemhi County Road; thence N. 69°14' W., along said road 170.4 feet; thence S. 7°37' E., 328 feet to the POINT OF BEGINNING.

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 INTERIOR in the sum of
TWELVE THOUSAND AND NO/100 * * * * * Dollars, is 12,000.00 l.
 final payment due JULY 27, 1997

Final payment due JULY 27, 1997 12,000.00 Dollars. 12,000.00

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Guarantor herein, to any or either of them, while record owner of said trust, 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 or the rate thereon provided. Provided however, that the making of such further loans, advances or expenditures shall be secured with the Beneficiary's, and guarantor's, interest in 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.

4. To protect the security of this Deed of Trust.

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

a. 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, materials and materials furnished therefor; not to commit any act which would subject said property to any lien or claim for improvements to be made hereon;

b. Not to commit any waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, graze, plow and do all other acts which from the character or use of said property may be reasonably necessary; the specific enumerations herein not being exclusive.

c. In general,

any fire or other insurance policy may be applied by Beneficiary upon any indorsement received hereby and in such order as Beneficiary may desire.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Jenehietary 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.

10. To pay, at least ten days before delinquency of 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 posterior thereto; all costs, fees and expenses of this Trust. In addition to the payment of the same in accordance with the terms of the note hereby secured the Grantor shall also be obligated to pay to the Beneficiary, within 1-12 of the foregoing annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust 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.

It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or of 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 if such award had been made for the benefit of the beneficiary named in the policy.

2. By accepting payment of any loan secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment within the full term of the loan or to declare default for failure to do so.

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, I reserve: recovery, all or any part of my property; consent to the making of any map or plat thereof; and in granting an easement thereon, at such a time as I may desire.

4. Upon written request of Beneficiary

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and this note to the lender, the lender shall release the property from its lien, and the property shall be reconveyed, without warranty, to the person or persons named in the Beneficiary's request. If the property is reconveyed to a person or persons other than the person or persons named in the Beneficiary's request, the lender shall be deemed to have been released from its obligation to reconvey the property to the person or persons named in the Beneficiary's request. The lender shall be deemed to have been released from its obligation to reconvey the property to the person or persons named in the Beneficiary's request if the property is reconveyed to a person or persons other than the person or persons named in the Beneficiary's request.

[illegible]

6. Upon default by Guarantor, in payment of its obligations, secured member or, in the absence of any agreement hereunder, all its assets, including all immediately become due and payable to the holder of the Beneficiary. In the event of default, Beneficiary shall exercise its remedy to the fullest extent permitted by law to enforce its rights and to collect the full amount of its obligations hereunder. Beneficiary shall give the holder of the Beneficiary notice of such default and of its election to exercise to the said the herein intended property to satisfy the obligations hereunder. Such notice shall be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

WARRANTY DEED

For Value Received
husband and wife

B. E. WENTWORTH and LA NELLE WENTWORTH

the grantor s, do hereby grant, bargain, sell and convey unto ROBERT D. PATTON,
a married man

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

A fraction of Tax No. 660, in the NW 1/4 of
Section 31, T. 20 N., R. 24 E., Boise Meridian,
more particularly described as follows, to wit:

Commencing at the Southwest corner of said
Tax No. 660, run thence N. 82°23' E. along the
Southerly boundary of Tax No. 660 a distance of
323.7 feet to the point of beginning, and the
Southwesterly corner of the tract of land hereby
conveyed; continuing thence N. 82°23' E. 150.3
feet; thence N. 7°37' W. 247.0 feet to a point
on the Southerly side of the Lemhi County Road;
Thence N. 69°14' W. along said road 170.4 feet;
thence S. 7°37' E. 328.0 feet to the point of
beginning. Containing 1.0 acres.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
his heirs and assigns forever. And the said Grantor 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 incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: March 17, 1967

X *B. E. Wentworth*

X *La Nelle Wentworth*

ALASKA
STATE OF IDAHO, COUNTY OF Lemhi
On this 17th day of March, 1967,
before me, a notary public in and for said State, personally
appeared
B. E. WENTWORTH and
LA NELLE WENTWORTH

STATE OF IDAHO, COUNTY OF Lemhi
I hereby certify that this instrument was filed for record at
the request of

at 55 minutes past 2 o'clock P. M.,
this 10th day of April
19 67 in my office, and duly recorded in ~~XXXX~~ File
of Deeds ~~XXXX~~

Eleanor A. Bus

Notary Public

By *David D. Livingston* Deputy.
Fees \$ 1.75 Paid:
Mail to: *Post Office, Lemhi*

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

Residing at *Lemhi, Idaho* Notary Public
Comm. Expires *October 31, 1970* ~~XXXX~~

INSTRUMENT NO. 1-66182

SUMMERS-----HEROD

EXHIBIT "A"

A FRACTION OF TAX NO. 660, IN THE NW1/4NE1/4 OF SECTION 31, T. 20 N., R. 24 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TAX NO. 660, RUN THENCE N. 82 DEGREES 23' E., ALONG THE SOUTHERLY BOUNDARY OF TAX 660, A DISTANCE OF 323.7 FEET TO THE POINT OF BEGINNING, AND THE SOUTHWESTERLY CORNER OF THE TRACT OF LAND HEREBY CONVEYED; CONTINUING THENCE N. 82 DEGREES 23' E., 150.3 FEET; THENCE N. 7 DEGREES 37' W., 247.0 FEET TO A POINT ON THE SOUTHERLY SIDE OF THE LEMHI COUNTY ROAD; THENCE N. 69 DEGREES 14' W., ALONG SAID ROAD 170.4 FEET; THENCE S. 7 DEGREES 37' E., 328 FEET TO THE POINT OF BEGINNING. . .

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