

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.

RECEIVED

SEP 15 2005
 DEPARTMENT OF
 WATER RESOURCES

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
	82-04008A				
	82-07145				

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) Stan Hyde & Donna Le Claire

4.

New Owner/Claimant(s) HC 67 Box 98; Grangeville, ID 83530

Donald R Blewett and Carla Blewett
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address P.O. Box 356

City, State and ZIP Code Grangeville, ID 83530

New Telephone Number (208) 983-5902

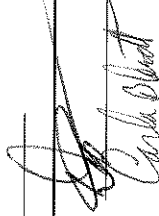
5. Date you acquired the property 8/05/1998

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

7. Signature of New Owner(s) or Claimant(s)
(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 _____
Received by _____ Date _____ Receipt No. _____
Processed by _____ AJ _____ Date _____

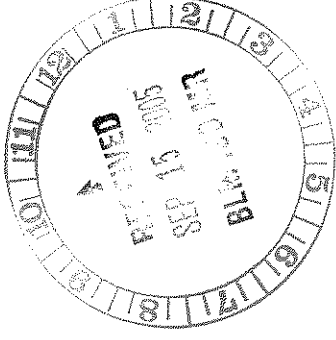
Donald R. Blewett

P.O. Box 356
Grangeville, ID 83530

Donald R. Blewett
Phone: (208) 983-2933
Fax: (208) 983-2769
email: drblewett@hotmail.com

September 13, 2005

Scott Beazer
Water Rights Specialist
Bureau of Land Management
1387 S. Vinnell Way
Boise, ID 83709



Re: **Water Right Claim Numbers 82-04008A and 82-07145**

Dear Mr. Beazer:

Per your request for legal documents indicating ownership of the property in question, you will find the following enclosed:

1. Deed of Trust showing purchase by Roger & Sandra Nuxoll from Stan Hyde - Instrument #366338
2. Warranty Deed showing sale of property by Stan Hyde to Roger & Sandra Nuxoll - Instrument #366337
3. Assumption showing that Donald & Carla Blewett assumed the obligations of Roger and Sandra Nuxoll - Instrument #401354
4. Deed of Full Reconveyance - Instrument #438157

This should serve as sufficient proof of ownership of the property whose legal description is :
Lots 3, 4, and 5, Block 2, Junction Flat Subdivision, being a portion of
Township 29, North, Range 8 East, Boise Meridian, according to the
Recorded plat thereof, records of Idaho County, Idaho.

If you have any further concerns or questions, please let me know. You can reach me at my office
208-983-2933 or my cell phone 208-983-5902.

Sincerely,

Donald R. Blewett
enclosures

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, wherever 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.

Roger D. Nuxoll
ROGER D. NUXOLL

Sandra K. Nuxoll
SANDRA K. NUXOLL

STATE OF IDAHO, COUNTY OF IDAHO
On this 15th day of October, 1992
before me, a Notary Public in and for said State, personally appeared
Roger D. Nuxoll and
Sandra K. Nuxoll, husband and wife

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

Henry E. Vandewerf
Residing at Lewiston, Idaho
Notary Public

STATE OF IDAHO, COUNTY OF IDAHO
I HEREBY CERTIFY that this instrument was filed for record at
the request of *Sandra K. Nuxoll*

At 10 minutes past 1:00 o'clock P.M.
this 15th day of November
1992, in my office, and duly recorded in Book
of Notary at page

ROSE E. GEHRING
By *R. Geisinger* Es-Officio Recorder
Deputy
Fees \$ 6.00
Shall be

DEED OF TRUST
WITH POWER OF SALE

Roger D. Nuxoll and Sandra
K. Nuxoll, husband and wife

GRANTOR

Stanley K. Hyde, also known
as ~~Stanley K. Hyde~~
BENEFICIARY

INLAND TITLE COMPANY, INC.
TRUSTEE
BENEFICIARY

Dated

19

To

Idaho

Trustee:

19

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred

366337

COMPUTER
INDEXED
TRACTED
FILMED
ADAMS

WARRANTY DEED

THIS INDENTURE, made this 15th day of October 1992, between Stanley K. Hyde, also known as Stan Hyde, an unmarried man, hereinafter referred to as Grantor, and Roger D. Nuxoll and Sandra K. Nuxoll, husband and wife, hereinafter referred to as Grantees, whose current address is

1003 North College, Grangeville, Idaho 83530

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10) and other good and sufficient consideration to him in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, and convey to the Grantees, their heirs and assigns, forever, all that tract or parcel of land situate in the County of Idaho, State of Idaho, to wit:

Lots 3, 4, and 5, Block 2, Junction Flat Subdivision, being a portion of Township 29, North, Range 8 East, Boise Meridian, according to the recorded plat thereof, records of Idaho County, Idaho.

SUBJECT to easements, restrictions, and assessments of record.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all my estate, right, title, and interest at law and in equity therein or thereto.

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise

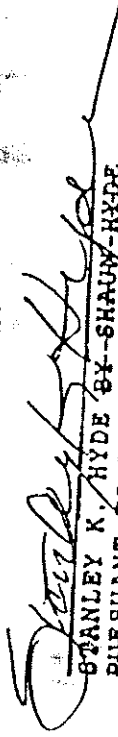
appertaining, unto the Grantees, their heirs and assigns, forever.

The Grantor, for himself, his successors and assigns, does covenant with the said Grantees, their heirs and assigns, that he is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all encumbrances, except taxes for the year 1992, and

SUBJECT to a Deed of Trust wherein Stan Hyde is the Grantor, C.E. LeClaire is the beneficiary, and Security Title Insurance Company is the trustee, dated the 19th day of September, 1991, recorded _____, 1991, as instrument No. 360928 _____, records of Idaho County, Idaho, and which Deed of Trust the Grantees herein agree to assume and pay according to the terms thereof.

The Grantor and his heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.


STANLEY K. HYDE BY-SHAUN-HYDE
PURSUANT-TO-POWER-OF-ATTORNEY, GRANTOR

WARRANTY DEED

STATE OF IDAHO)

ss

County of Idaho)

On this 30 day of November, 1992, before me, the undersigned a Notary Public in and for the state of Idaho, personally appeared STANLEY K. HYDE known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me he executed the same.

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

Mary E. Vandervell
Notary Public in and for the State of
Idaho; Residing at Grangeville, therein
My Commission expires: 2-8-96

STATE of IDAHO	ss
County of Idaho	
Received at request of <u>Mary E. Vandervell</u>	
at <u>10</u> minutes past <u>1:00</u> o'clock <u>P</u> M.	
this <u>30</u> day of <u>Nov</u> , 19 <u>92</u>	
<u>ROSE E. GEHRING</u> Respondent	
by <u>Mary E. Vandervell</u> Deputy	
fees \$ <u>9.00</u>	

in picked up

401354

STATE OF IDAHO	CL
COUNTY OF IDAHO	
Recorded	INDEXED
IN AND TITLE CO.	TRACTED
at 45 minutes past 11 o'clock A.M.	FILED
this 10 day of August, 1998	RECORDED
ROSE E. GERING	
By <u>Linda D. Gering</u> Deputy	
600	

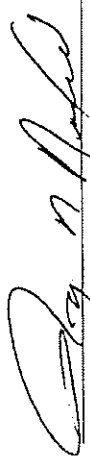
ASSUMPTION

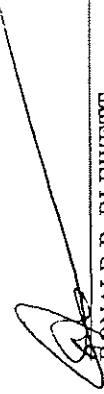
IN CONSIDERATION of this agreement, DONALD R. BLEWETT and CARLA R. BLEWETT, husband and wife, hereinafter referred to as the Purchasers, hereby covenant, promise and agree to assume, pay and discharge all of the obligations of ROGER D. NUXOLL, hereinafter referred to as Vendor, with reference to that certain Deed of Trust dated February 20, 1997 wherein ROGER D. NUXOLL and SANDRA K. NUXOLL, husband and wife as Grantors, IDAHO COUNTY TITLE COMPANY, as Trustee, and ROBERT BLEWETT and LILA BLEWETT, husband and wife, as Beneficiary, recorded February 21, 1997 as Instrument Number 391746 records of Idaho County, Idaho, and amended by Instrument recorded May 5, 1997 as Instrument Number 392955 records of Idaho County, Idaho, TOGETHER WITH all real property taxes which accrue from and after the date of this contract, and all assessments and taxes which may be levied and assessed against the property, when due and payable.

It is agreed that the remaining unpaid principal balance payable under such Deed of Trust and Promissory Note is the sum of ONE HUNDRED ONE THOUSAND EIGHT HUNDRED SIXTEEN AND 90/100 DOLLARS, (\$101, 816.90) including interest from and after the 5th day of June, 1998, and the Vendor, hereby warrants and represents to the Purchasers that said Deed of Trust is in a current and nondelinquent status, and that no defaults in the performance thereof, on the part of the Vendor or his predecessors, exist.

DATED this 5 day of August, 1998.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first above written.


ROGER D. NUXOLL


DONALD R. BLEWETT

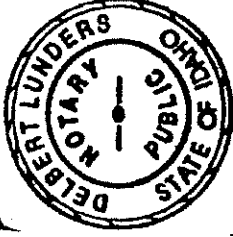

CARLA R. BLEWETT by Donald R. Blewett, attorney in fact

State of Idaho)
) ss
County of Idaho)

On this 5 day of August, 1998 before me, a Notary for the said County and State, personally appeared **ROGER D. NUXOLL** known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he freely executed the same.

IN WITNESS whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

Delbert Lunders
Notary Public for the State of IDAHO
My commission expires: 8-24-98

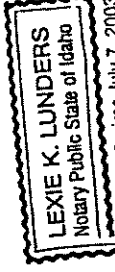


State of Idaho)
) ss
County of Idaho)

On this 5 day of August, 1998 before me, a Notary for the said County and State, personally appeared **DONALD R. BLEWETT** known or identified to me to be the person whose name is subscribed to the within instrument individually and as the Attorney in Fact for **CARLA R. Blewett**, and acknowledged to me that he freely executed the same and Subscribed the name of **CARLA R. BLEWETT** thereto and his own as attorney in fact.

IN WITNESS whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

Lexie K. Lunders
Notary Public for the State of IDAHO
My commission expires: 070703



438157

When recorded, return to:

INLAND TITLE COMPANY
524 West Main
Grangeville, ID 83530

STATE of IDAHO County of Idaho Recorded at request of	INLAND TITLE CO.
at 3:20 P.m. on 10-13-04	
By ROSE E. GEHRING Recorder	
Fees \$ 3.00	Deputy

DEED OF FULL RECONVEYANCE

INLAND TITLE COMPANY, INC., formerly known as INLAND ABSTRACT COMPANY, an Idaho Corporation, authorized signatory for First American Title Insurance, with regard to the following Deed of Trust,

DATED: October 15, 1992

RECORDED: November 30, 1992

INSTRUMENT NUMBER: 366338 records of Idaho County, Idaho

TRUSTEE: INLAND TITLE COMPANY

GRANTORS: ROGER D. NUXOLL and SANDRA K. NUXOLL, husband and wife
ASSUMED by DONALD R. BLEWETT and CARLA R. BLEWETT by Assumption Agreement recorded as Instrument Number 401354

BENEFICIARY: STANLEY K. HYDE, also known as STAN HYDE, a single man
ASSIGNED TO KELLY BEST and SHAUN HYDE

Having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that the obligations secured by the Deed of Trust have been fully satisfied, the below named Trustee does hereby reconvey, without warranty, to the persons entitled thereto all of the right, title and interest now held by said Trustee or derived to it by or through said Deed of Trust, in and to the property described more fully in said Deed of Trust.

INLAND TITLE COMPANY

STATE OF IDAHO)
County of Idaho)

By Delbert Lunders
DELBERT LUNDERS, President

On this 13 day of October, 2004 before me, a Notary Public in and for said State, personally appeared DELBERT LUNDERS, known to me to be the PRESIDENT of the corporation that executed the within instrument and the person who executed the instrument on behalf of the corporation, and acknowledged to me that such corporation 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.



Residing at Grangeville, therein.
My Commission Expires Sept. 1, 2010

Diane K. Hairston
Notary Public for the State of Idaho