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DEC 06 2005

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

DEPARTMENT OF
WATER RESOURCES

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
	A02-02092B				
	A02-02092B	No			
	A02-02124	No			

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) W Lavern Miller or Bertha F. Miller
1810 E. Greenhurst Rd.
4. New Owner/Claimant(s) Nampa, Idaho 83686
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address Tim Landis / Timothy D. Landis And Melody F. Landis
 City, State and ZIP Code HC 85 Box 29 Mtn. Home, Idaho. 83647
- New Telephone Number 208 845-2865
5. Date you acquired the property July 31, 2003

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	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	_____	_____

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) _____
(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 _____

SPECIAL WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration,

**Bertha F. Miller, surviving Trustee of the W. Lavern Miller and Bertha F. Miller Family Trust and
Bertha F. Miller, a widow**

does hereby convey to

Timothy D. Landis also known as Tim Landis and Melody F. Landis, husband and wife

GRANTEE(s) whose address is: **HC 85, Box 29, Mountain Home, Idaho 83647,**

the following described real property in **ELMORE** County, Idaho to wit:

See Attached "Exhibit A"

Subject to: Taxes, easements and restrictions of record.

The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as by, through, or under grantor, but not otherwise.

The grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including the acknowledgement hereof, shall be construed as in the singular or plural number, according to the context.

Dated this 31st day of July, 2003

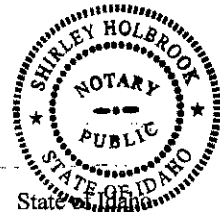
Bertha F. Miller, Trustee
By: Bertha F. Miller, Trustee

Bertha F. Miller
Bertha F. Miller

State of Idaho

County of Canyon

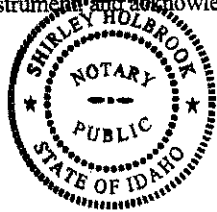
On 31st day of July, 2003, before me, a Notary Public, personally appeared **Bertha F. Miller**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the W. Lavern Miller and Bertha F. Miller Family Trust, and acknowledged to me that she executed the same as such trustee.



State of Idaho

County of Canyon

On this 31st day of July, 2003 before me, a Notary Public, in and for said State, personally appeared **Bertha F. Miller**, personally known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that she executed the same.



Instrument # 348985
Elmore County, Idaho
04:00pm Aug. 01, 2003
For: FIRST AMERICAN TITLE COMPAN
No. of Pages: 2 Fee: \$6.00
GAIL L. BEST, Recorder
Deputy: DLE

Shirley Holbrook
Notary Public
Residing at: Emmett, ID
Commission Expires: 4-19-2006

Shirley Holbrook
Notary Public
Residing at: Emmett, ID
Commission Expires: 4-19-2006

"Exhibit A"

Parcel 1:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 33:

The North Half of said Section 33, Township 5 South, Range 6 East, of the Boise Meridian, Elmore County, Idaho and Government Lots 1 and 2 of said Section 33, Township 5 South, Range 6 East of the Boise Meridian, Elmore County, Idaho;

SAVE AND EXCEPT the following as it affects Government Lots 1 and 2:

That part of Lots 1, Lot 2 and Lot 3 of said Section 33 described as follows:

Beginning at the Northwest corner of said Lot 3, thence East along the North line of said Lot 3, 740 feet more or less; thence South 66°06' East 620 feet, more or less; thence North 60°44' East 200.6 feet; thence North 8°52' East 1,065.1 feet; thence North 79°04' East 1,688.7 feet; thence North 82°17' East 795.4 feet to the East line of said Lot 1; thence South along the East line of said Lot 1 to the North bank of the Snake River; thence Southwesterly along the North bank of the Snake River to the West line of said Lot 3; thence North along the West line of said Lot 3 to the place of beginning;

Further Save and Except as follows:

Commencing at a point upon the West boundary line of Section 33, Township 5 South, Range 6 East, Boise Meridian, which point is located 1898.4 feet South of the Northwest corner of said Section 33, and which said point is located 583.8 feet South from the point where said West section line is intersected by the Southwesterly boundary line of the right of way from State Highway No. 51; running thence South from the point of beginning along the section line 734 feet, more or less, to the Southwest corner of the Northwest Quarter of said Section 33; running thence East along the quarter section line 923 feet, more or less, to the point of intersection with the Westerly boundary line of the right of way for State Highway No. 51; running thence Northwesterly along the Westerly boundary line of the right of way for said State Highway, 1055 feet, more or less, to a point 558.3 feet Southeasterly from the point of intersection of the Westerly boundary line of said highway with the West Section line of said Section 33; running thence South 68°07' West 352.7 feet, more or less, to the point of beginning. Said parcel lies within the Northwest Quarter of Section 33, Township 5 South, Range 6 East, Boise Meridian, South of the right-of-way for State Highway No. 51, in Elmore County, Idaho.

Parcel 2:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

Section 34: U.S. Government Lot 4 and the Southwest Quarter of the Northwest Quarter

SAVE AND EXCEPT the following:

Township 5 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Section 34: That portion of U.S. Government Lot 4 and the Southwest Quarter of the Northwest Quarter, described as follows:

Beginning at a point on the West line of said U.S. Government Lot 4, which is South 2689.8 feet from the Northwest corner of said Section 34; thence North 82°17' East 248.3 feet; thence North 48°25' East 1206.9 feet; thence South 72°15' East 240 feet, more or less, to the East line of said Southwest Quarter of the Northwest Quarter; thence South along the East line of said Southwest Quarter of the Northwest Quarter to the Northeast corner of said U.S. Government Lot 4; thence South along the East line of said U.S. Government Lot 4 to the North bank of the Snake River; thence Northwesterly along the North bank of the Snake River to the West line of said U.S. Government Lot 4; thence North along the West line of U.S. Government Lot 4 to the Point of Beginning.

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DEPARTMENT OF
WATER RESOURCES

MEMORANDUM OF CONTRACT OF SALE

NAMES OF SELLER: W. LAVERN MILLER and BERTHA F. MILLER FAMILY TRUST

NAMES OF BUYER: TIM LANDIS and MELODY F. LANDIS

OF: Bruneau, Idaho

LEGAL DESCRIPTION OF PROPERTY:

Instrument # 336650
Elmore County, Idaho
03:30pm May 14, 2002
For: TIM LANDIS
No. of Pages: 5 Fee: \$15.00
GAIL L. BEST, Recorder
Deputy: JC

The real property located in Elmore County,
State of Idaho more particularly described as
follows:

Parcel 1

The North half of Section 33, Township 5
South, Range 6 East, of the Boise Meridian,
Elmore County, Idaho and Lots 1 and 2 of
Section 33, Township 5 South, Range 1 East of
the Boise Meridian, Elmore County, Idaho;

Save and except the following as it affects
Lots 1 and 2:

That part of Lot 1, Lot 2 and Lot 3 of said
Section 33 described as follows:

Beginning at the Northwest corner of said
Lot 3, thence East along the North line of
said Lot 3, 740 feet more or less; thence
South 66°06' East 620 feet, more or less;
thence North 60°44' East 200.6 feet; thence
North 8°52' East 1065.1 feet; thence North
79°04' East 1688.7 feet; thence North 82°17'
East 795.4 feet to the East line of said Lot
1; thence South along the East line of said
Lot 1 to the North bank of the Snake River;
thence Southwesterly along the North bank of
the Snake River to the West line of said Lot
3; thence North along the West line of said
Lot 3 to the place of beginning;

ORIGINAL

Further,

Save and except as follows:

Commencing at a point upon the West boundary line of Section 33, Township 5 South, Range 6 East, Boise Meridian, which point is located 1898.4 feet South of the Northwest corner of said Section 33, and which said point is located 583.8 feet South from the point where said West section line is intersected by the Southwesterly boundary line of the right of way from State Highway No. 51; running thence South from the point of beginning along the section line 734 feet, more or less, to the Southwest corner of the Northwest Quarter of said Section 33; running thence East along the quarter section line 923 feet, more or less, to the point of intersection with the Westerly boundary line of the right of way for State Highway No. 51; running thence Northwesterly along the Westerly boundary line of the right of way for said State Highway 1055 feet, more or less, to a point 558.3 feet Southeasterly from the point of intersection of the Westerly boundary line of said highway with the West section line of said Section 33; running thence South $68^{\circ}07'$ West 352.7 feet, more or less, to the point of beginning. Said parcel lies within the Northwest Quarter of Section 33, Township 5 South, Range 6 East, Boise Meridian, South of the right of way for State Highway No. 51, in Elmore County, Idaho.

Parcel 2

Lot 4, and the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 6 East, the Boise Meridian, Elmore County, Idaho;

Save and except the following:

That part of Lot 4 and the Southwest Quarter of the Northwest Quarter of Section 34, Township 5 South, Range 6 East, Boise Meridian, described as follows:

Beginning at a point on the West line of said Lot 4, which is South 2689.8 feet from the Northwest corner of said Section 34; thence North 82°17' East 248.3 feet; thence North 48°25' East 1206.9 feet; thence South 72°15' East 240 feet, more or less, to the East line of said Southwest Quarter of the Northwest Quarter; thence South along the East line of said Southwest Quarter of the Northwest Quarter to the Northeast corner of said Lot 4; thence South along the East line of said Lot 4 to the North bank of the Snake River; thence Northwesterly along the North bank of the Snake River to the West line of said Lot 4; thence North along the West line of said Lot 4 to the place of beginning.

NOTICE IS HEREBY GIVEN that W. LAVERN MILLER and BERTHA MILLER have entered into an Escrow Agreement of Sale of Real Property wherein the above-named Buyers agreed to buy, and the MILLERS agreed to sell, the real property above described. That Sellers' interest in the contract was assigned by W. LAVERN MILLER and BERTHA MILLER to the W. LAVERN MILLER and BERTHA F. MILLER FAMILY TRUST.

Pursuant to the terms of said Contract, title has been reserved in the Sellers until the Buyers fully perform the Contract, and a Warranty Deed has been placed in escrow, for delivery to the Buyers upon completions of such performance. The recording of said Warranty Deed at a future date shall be conclusive proof, as against the Sellers, and Sellers' heirs, personal representatives, successors, and assigns, that Buyers have fully and completely performed all of the terms of said Escrow Agreement of Sale of Real Property, and that Sellers have no further right, title, or interest in and to the real property above described.

Also, pursuant to the terms of said Escrow Agreement of Sale of Real Property, a Quitclaim Deed has been placed in escrow,

to be delivered to the Sellers in the event Buyers shall default under the Escrow Agreement of Sale of Real Property, and shall fail to cure said default within the time provided in the Contract (the parties having agreed that time is of the essence of their agreement). The recording of such Quitclaim Deed conveying the right, title and interest of Buyers in the above-described property to Sellers shall be conclusive proof, as against the Buyers, and Buyers' heirs, personal representatives, successors and assigns, that Buyers have defaulted in performance of said Escrow Agreement of Sale of Real Property, and that all procedures set forth in said Contract for sending notice of default, rescission of the Contract, and termination of Buyers' rights to continue the purchase, and to continue in possession of the property, have been fully and completely complied with by Sellers, it being recognized and agreed that if Buyers claim any defect in such notice of default or procedures, or if Buyers claim any equitable interest in the property herein described, Buyers shall and must commence a legal action to assert such claim, if any, prior to the expiration of the time provided in the Contract for correcting defaults and delivery of said Quitclaim Deed by the escrow holder to the Sellers, and that unless such action is so commenced within said period of time, all such claims are waived by Buyers.

DATED this ____ day of May, 2002.

SELLER:

W. LAVERN MILLER and BERTHA F.
MILLER FAMILY TRUST

By Bertha F. Miller
BERTHA F. MILLER, Trustee

BUYERS:

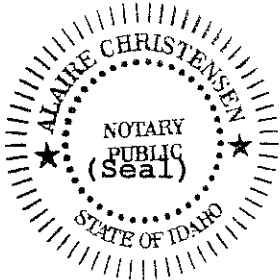
Tim Landis / Timothy D. Landis
TIM LANDIS

Melody F. Landis
MELODY F. LANDIS

STATE OF IDAHO)
 :ss
County of Canyon)

On this 14th day of May, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared BERTHA F. MILLER, known to me to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that she executed the same in such capacity, on behalf of the trust.

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



Alaire Christensen
Notary Public for Idaho
Residing at Grangeville, Idaho

STATE OF IDAHO)
 : ss
County of Canyon)

On this _____ day of May, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared TIM LANDIS and MELODY F. LANDIS, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they 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.



Alaire Christensen
Notary Public for Idaho
Residing at Grangeville, Idaho