

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

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MAY 11 2006

WATER RESOURCES
WESTERN REGION

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
75-13710					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
SRBA No fee required
- 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) Gary L Godfrey
4. New Owner/Claimant(s) 265 HWY 93N
Salmon, ID 83467-3902
Name Connector (Check one): [] and, [] or, [] and/or
Richard and Katie Stacey
1116 N Hamisville Rd
Ogden, Utah 84404
New Owner
New Mailing Address
 City, State and ZIP Code (81) 782-0054
 New Telephone Number 4-7-06
5. Date you acquired the property

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Department of Water Resources
Eastern Region

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

7. Signature of New Owner(s) or Claimant(s) Richard C. Stacy
(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 _____

RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 2 of 6 JULY 2005 EDITION

PROPERTY ADDRESS: 3 Painted Lane

ID#: 2602

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing: Contingent upon: 1) Financing acceptable to Buyer.

2) Appraisal 3. Inspection 4) Seller to locate and pump septic prior to closing.

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television, antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, storm doors, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplaces, equipment, awnings, venting, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Oven Range, Wood stove in house & in shop, Refrigerator, doors, in shop & firewood, used irrigation pump, doors.

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: Personal items of seller.

6. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

7. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, SELLER or BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Alliance Title shall provide the title policy and preliminary report of commitment located at Salmon Title Company

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ULTA/ALTA Homeowner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any increases in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

8. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

BUYER'S INITIALS JKS XBSA) Date 3-6-6

SELLER'S INITIALS JS X) Date 3-7-06

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State of Idaho) SS No. 266857
County of Lemhi)
This instrument was filed for record at the request
of Aliquis for the
Block 1 in 4-7 2006
and duly filmed and indexed in the records of Lemhi
County
By Tami J. Morton
Ex-Officio Recorder
Fee 3-
Return to A.T.

WARRANTY DEED

Order No.: 3070603606L-G

FOR VALUE RECEIVED

Gary Lloyd Godfrey and Kimberly Godfrey, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Richard Stacey and Katie Stacey, Husband and Wife

whose current address is

1116 No. Harrisville Rd. Ogden, UT 84404

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

LOTS 4 AND 5 IN BLOCK 3 AND LOT 1 IN BLOCK 4 OF TOWER CREEK
PROPERTIES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF,
FILED IN BOOK 4 OF PLATS AT PAGE(S) 57 AND AMENDED BY RECORD IN
BOOK 10 OF SURVEYS AT PAGE NO. 6, OFFICIAL RECORDS OF LEMHI COUNTY,
IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in
fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions,
covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4-07-06

Gary Lloyd Godfrey
Gary Lloyd Godfrey
Kimberly Godfrey
Kimberly Godfrey

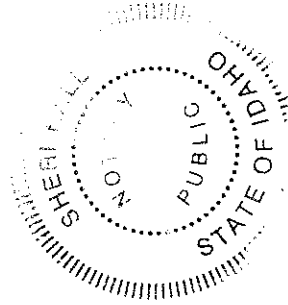
State of Idaho

County of Lemhi

}
} ss.
}

On this 7th day of April, in the year 2006, before me, a Notary Public in and for said state,
personally appeared Gary Lloyd Godfrey & Kimberly Godfrey known or identified to
me to be the person whose name is subscribed to the within 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 first above written.



Sheila Hall
Notary Public for the State of Idaho
Residing at Bozeman
Commission Expires: 4/30/2009

Goodfrey

NW C Section
W 1/16 Corner

SCALE 1"=200'

N.E. CORNER SW 1/4 NW 1/4 P.O.B.

Storage Bay

Shop

Tower Creek County Road

Dedicated Well site

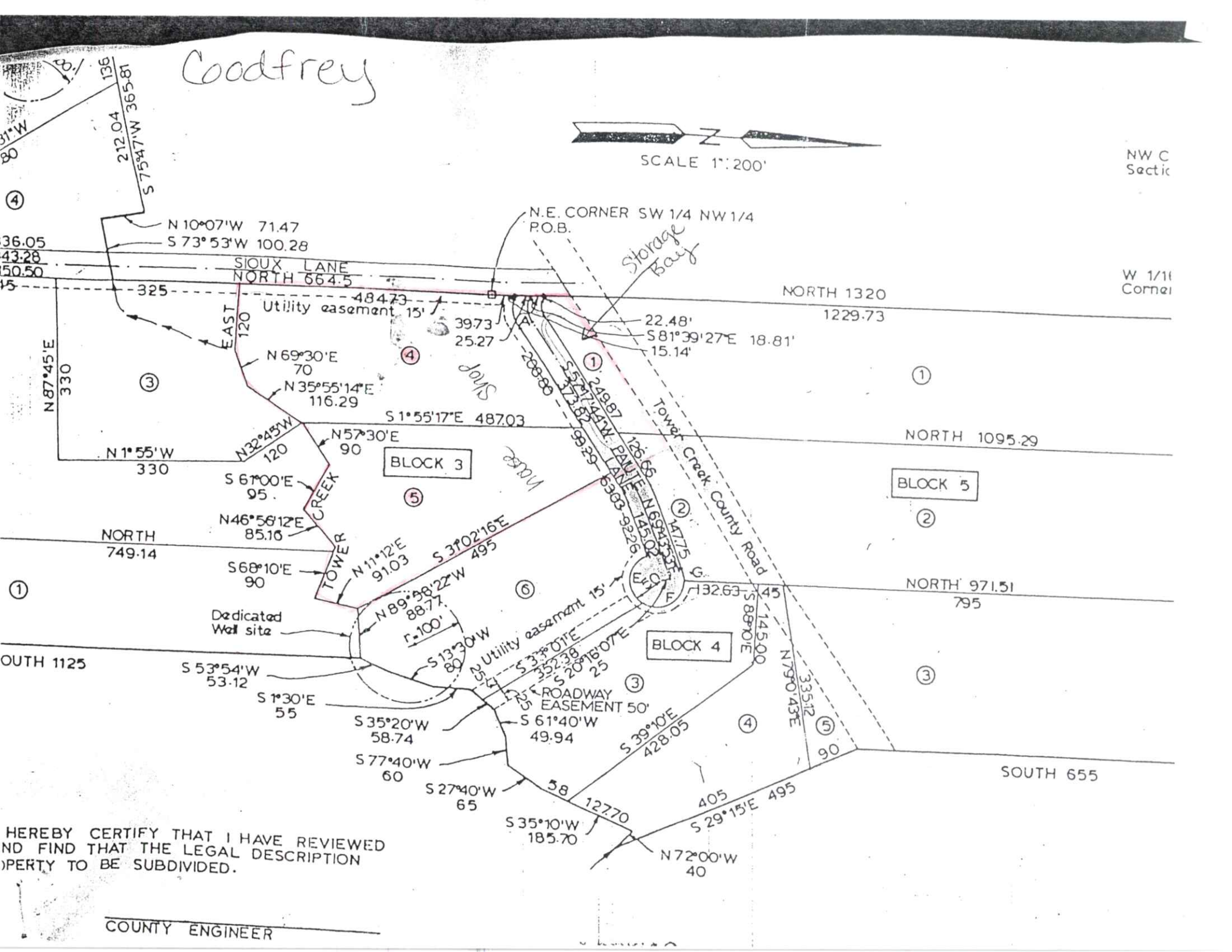
BLOCK 3

BLOCK 4

BLOCK 5

HEREBY CERTIFY THAT I HAVE REVIEWED AND FIND THAT THE LEGAL DESCRIPTION OF PROPERTY TO BE SUBDIVIDED.

COUNTY ENGINEER



Goodfrey

NW C Section
W 1/16 Corner

SCALE 1"=200'

N.E. CORNER SW 1/4 NW 1/4 P.O.B.

Storage Bay

SIOUX LANE NORTH 664.5

Utility easement 15'

TOWER CREEK COUNTY ROAD

BLOCK 3

BLOCK 4

BLOCK 5

Dedicated Well site

ROADWAY EASEMENT 50'

UTILITY EASEMENT 15'

HEREBY CERTIFY THAT I HAVE REVIEWED AND FIND THAT THE LEGAL DESCRIPTION OF PROPERTY TO BE SUBDIVIDED.

COUNTY ENGINEER

Goodfrey

NW C Section
W 1/16 Corner

SCALE 1"=200'

N.E. CORNER SW 1/4 NW 1/4 P.O.B.

SIoux LANE NORTH 664.5

Utility easement 15'

TOWER CREEK COUNTY ROAD

BLOCK 3

BLOCK 4

BLOCK 5

Dedicated Well site

Storage Bay

HEREBY CERTIFY THAT I HAVE REVIEWED AND FIND THAT THE LEGAL DESCRIPTION OF PROPERTY TO BE SUBDIVIDED.

COUNTY ENGINEER

[illegible][illegible]

Coodyrey

SCALE 1"=200'

NW C Sactic

W 1/16 Corner

N.E. CORNER SW 1/4 NW 1/4 P.O.B.

Storage Bay

Shop

Tower Creek County Road

Block 3

Block 4

Block 5

Sioux Lane

Tower Creek

Dedicated Well site

Utility easement 15'

Roadway EASEMENT 50'

HEREBY CERTIFY THAT I HAVE REVIEWED AND FIND THAT THE LEGAL DESCRIPTION OF THE PROPERTY TO BE SUBDIVIDED.

COUNTY ENGINEER