Form 42-1409(7)

NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED
MAY 3 1 1996
Department of Water Resources
Eastern Region

DATE OF CLOSING: 5-15-96

LEGAL DESCRIPTION OF PROPERTY: Township 21N Range 21E
Section 1 & 2, _____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block, _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet. See ATTACHED Legal Description

[ ] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[ ] Water Right Number(s) Assigned by IDWR: 47S-00019G, 47S-00021, 47S-00005

[ ] Name and Address of Former Owner/Claimant(s)(Seller): IDAHO Arrowhead Water District
1500 Fulton ST.
Salmon ID 83467

[ ] New Owner/Claimant (Purchaser): TODD TerreBONE IRA % Pierce Mechanical Profit Sharing Plan f/o ACCSON TRUST

[ ] New Mailing Address: PO Box 25
Tendoy ID 83468

[ ] New Telephone Number: (208) 756-4581

[ ] Does the change in ownership result in a splitting of the water right owned/claimed? X yes ___ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
1.20 cfs for irrigation of Approx 60 acres. A portion of the three above water rights will cover this property

[ ] Attach proof of ownership, describe proof attached: Warranty Deed

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[ ] Signature of New Owner/Claimant(s) David R. Pierce, Trustee Date 5-28-96
Date _____

[ ] Signature of Former Owner/Claimant(s): _____ Date _____
Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

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FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: **By:**
Further Action Needed:

Further Action Taken
Date: **By:**
Final Review and Data-Entry
Date: **By:**
Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

Printed and for sa yms-York Company, Boise, Idaho

(Optional)							
Recorded	☐	Platted	☐	Key Punched	☐	To Treasurer	☐
Microfilmed	☐	Deed Card	☐	Master File	☐		☐
Indexed	☐	Compared	☐	Abstracted	☐		

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

Dale T. Smedley and Helen B. Smedley GRANTOR(S)
of Mountain Green County of Morgan State of ~~Idaho~~ Utah
hereby CONVEYS, GRANTS and WARRANTS TO THE IDAHO ARROWHEAD WATER DISTRICT

GRANTEE(S)

whose current address is 105 Arrowhead Drive, Salmon, Idaho 83467
for the sum of Dollars ($)

the following ~~described tract(s) of land in~~ water rights. County, State of Idaho:

1. 15 inches of water Smedley purchased from John (Buck) Reddington (part of 30 inches Ostrander right) as contained in Jesse Creek, Water decree No.1 dated Sept. 30, 1893 with priority date of 1868.
2. 5 inches of water Sophronia Pollard right as contained in Jesse Creek. Water decree No. 1 dated Sept. 30, 1893, with a priority date of 1883.
3. 100 inches of water Sophronia Pollard right contained in Jesse Creek . Water decree No. 1 dated Sept. 30, 1893, with a priority date of 5-1, 1889.
4. The right to store and use irrigation water in the Smedley open reservoir in S W ¼ of S E ¼ of Section 2 adjoining the upper South West part of Smedley Estates Sub-division, Phase II. This water is to be used for a secondary (irrigation) water system to be administered by The Idaho Arrowhead Water District.
5. The right to store and use Culinary water in (4) 100,000 gallon cement water storage tanks, (2) of which are located in Phase II, Smedley Estates Sub-Division, NW ¼ of SW ¼ Section 1 and (2) which are located on the high bench area NW ¼ of NE ¼ SectionII of Smedley Ranch. This water is to be used for culinary water system administered by The Idaho Arrowhead Water District.
6. Idaho Arrowhead Water District agrees to the continued use of water in excess of it's needs by the Ranch as in the past until water is required by The Idaho Arrowhead Water District.

~~and~~

~~conveying described property~~

House No. Street

WITNESS the hand of said Grantors this 1st day of Aug. A.D. 19 84

Dale T Smedley

Helen B Smedley

(NOTARY SEAL)

State of ~~Idaho~~ Utah
County of Davis } ss. On the 1st day of Aug. A.D. 19 84

personally appeared before me Dale T. Smedley and Helen B. Smedley

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AGREEMENT

THIS AGREEMENT is entered into this 11 day of July 1984, by and between IDAHO ARROWHEAD WATER DISTRICT, a court ordered, adjudged and decreed entity, acting by and through the undersigned, constituting all of the members of the Administrative Control Board of Idaho Arrowhead Water District (hereinafter "The District"), SMEDLEY DEVELOPMENT COMPANY, of 747 East Hiway 193, Layton, Utah 84041 (hereinafter "Smedley").

Recitals:

1. Idaho Arrowhead Water District is a court ordered, adjudged and decreed entity organized in Salmon, Idaho. The Administrative Control Board of the District consist of James Jones, Talona Jones , Van Woodward, Margareta Woodward, and Beverly Jones as Secretary/Treasurer. The Administrative Control Board is the body authorized to contract on behalf of the District. Storage capacity in the form of reservoirs have been created, three (3) wells have been drilled on a lot 300 x 300 which the District owns, a pipeline distribution system has been partially installed to serve development phases and parcels of Smedley property, and there will be available to the District by reason of this agreement, other sources of water beyond wells, to-wit: 100 inches of Jesse Creek decreed water, 15 inches of purchased Jesse Creek Buck Reddington water, five inches of other decreed (Pollard) Jesse Creek water, which said water will become the property of the District by deed or contract with Smedley.

2. The District may be petitioned to provide water to others in addition to Smedley Sub-Division phases. These petitions for water will be reviewed and approved by the District on an individual basis when water and delivery systems are available and in place to provide necessary hook-ups.

3. The Water district will charge a hook-up fee for homes served with said fee to be utilized to pay for labor and material for hook-up including excavation, installation and water meter costs. Hook-up fees will also provide a cash reserve for emergencies, and use as required in administration of district responsibilities. Smedley

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will be given first option to perform water hook-ups required by the District. In the event that he is unable to accomplish this work, the District will arrange to have the work done by other contractors in the Salmon area. A portion of the hook-up fee, over and above cost of labor and materials, may be given to Smedley as agreed by the District Board of Directors to help off-set initial capitol improvement costs for installation of overall water system.

4. Smedley will provide a source of water and a distribution system for delivery of water to each lot and parcel of property to be served by the water district.

5. Primary (culinary) and secondary (outside irrigation) water systems will be provided by Smedley to each sub-division lot or parcel of land to be served. This includes pumps as well as necessary piping and delivery systems. It will then be the Water District's responsibility to provide necessary hook-ups and maintain the system on an ongoing basis.

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, it is hereby agreed between the parties as follows:

1. Smedley will transfer or deed as appropriate to the district the following:

   a. 100 inches of decreed Jesse Creek water
   b. 15 inches of decreed Jesse Creek water purchased from Buck Reddington
   c. 5 inches of (Pollard) Jesse Creek decreed water
   d. Four (4) 100,000 gallon cement reservoirs
   e. One (1) open reservoir at the head of Phase II Smedley Estates Sub-Division

see deed dated 8/1/84 filed 10/4/85 SMEDLEY to IDAHO ARROWHEAD WATER DIST.

2. In return for the above, and in accordance with the by-laws of the Idaho Arrowhead Water District, the district agrees to furnish water to approved sub-division phases and other parcels sold by Smedley within the available water, reservoir, distribution system and pumping capability of overall system.

3. The District agrees to maintain reservoirs, pumps and pipeline distribution system installed by Smedley. In order to provide funds for maintenance and up-keep, the District will levy monthly or annual assessments for use of the water within the District.

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4. Notwithstanding the foregoing provisions of this agreement, it is agreed that no new source of water will be added to the existing water facilities of the Idaho Arrowhead Water District until that source has been proven by the Idaho State Engineer's Office to be sufficient quantity and quality to be allowed into a community distribution system. If following hook-up , the water source developed by Smedley drops below state requirements, Smedley will be responsible to effect a discontinuance of that source, and to provide additional water capacity to maintain the level of service which at that time would be required.

5. Smedley agrees to warrant and guarantee any well, pump, pipeline and reservoir installation thereof, for a period of one (1) year from date of completion of installation of such facilities or the date on which they are placed in use as part of the District's water system.

6. If either party defaults in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses including a reasonable attorney's fee incurred by the other party in enforcing its rights arising under this agreement, whether such enforcement is a means in a court of law or otherwise.

7. This Agreement constitues the entire agreement between the parties, and all prior agreements, negotiations, oral understandings and other undertakings between parties with respect to the subject matter of this Agreement are expressly incorporated herein. This Agreement shall be construed under the laws of the State of Idaho and shall be binding upon heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

IDAHO ARROWHEAD WATER DISTRICT
Administrative Control Board

Talona Jones

Margaret I. Woodward

Van L. Woodward

Beverly K. Jones

SMEDLEY DEVELOPMENT COMPANY

By Dale T. Smedley
Dale T. Smedley, General Partner

STATE OF IDAHO)
ss
COUNTY OF LEMHI)

NO. 177226

This instrument was filed for record at the request of
Eugene Jones
9:26 A M. Sept. 16 19 85
and duly filmed and indexed in the
AGREEMENTS Records of Lemhi County,
Idaho.
Alberta Wiederrick
Ex-Officio Recorder
By Eleanor Hale Deputy
$6.00 pd.

Eugene Jones;
180 E., 2230 N., apt. 4
Provo, Ut. 84604

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