

DELOG JC
6/14/00

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

RECEIVED

JUN 13 2000

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right No(s): B N/A
 Adjudication Claim No(s): A75-000705 A75-07252 A75-10704, A75-10705

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

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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 Charles B. Drew

1105 Bryan Ave Salmon ID 83467

4. New Owner/Claimant(s) Thomas M. Lee Donna K. Jackson

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

New Mailing Address PO Box 47

City, State and ZIP Code Carmen ID 83462

New Telephone Number (208) 756-8047

5. Date you acquired the property 6-6-2000

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) or Claimant(s) Thomas M. Jackson

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

WARRANTY DEED

Order No.:307000301L-C

FOR VALUE RECEIVED

Charles B. Drew, a single person

COPY

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

Thomas M. Jackson and Donna K. Jackson, Husband and Wife

whose current address is

P.O. Box 47

Carmen, ID 83462

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

LOT 3 OF AJAX PEAK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE 28, 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: 6/05/2000

Charles B. Drew

State of Idaho)
County of Lemhi)

SS No.

244449

This instrument was filed for record at the request

of Alliance Title

at 3:20 o'clock P.m. 6/7/2000

and duly filed and indexed in the records of Lemhi

County Terri J. Morton

Ex-Officio Recorder

By JE Deputy

Fee 3.00

Return to Alliance Title

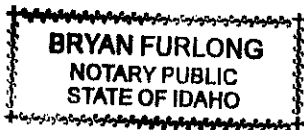
State of Idaho

County of Lemhi BLAINE

On this 6th of June, 2000, before me, a Notary Public in and for said state, personally appeared Charles B. Drew

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/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.



Bryan Furlong
Notary Public for the State of Idaho
Residing in Hailey, Idaho
Commission Expires: 2/19/04

COPY

* SUBJECT to an easement and right of way for ingress and egress for vehicular traffic from the county road across the north boundary of Lot No. 3 of said Ajax Peak Subdivision to the boundary of Lot No. 2 of said Ajax Peak Subdivision

PROTECTIVE AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That Maurice Poland, being the owner of that certain tract of land situated in [redacted] State of Idaho, and described as follows, to-wit:

A tract of land located in a portion of Government Lot 4 and the SW 1/4, Section 2; and in the NE 1/4 and the E 1/2 of Section 3, all in Township 22 North, Range 22 East of the Boise Meridian;

And whereas said owner has agreed that it is the intent and purpose of the party hereto to develop the above described real property for his own individual use and for sale as homesites, and

WHEREAS it is agreed that in order to most effectively protect the individual interest of the party hereto, that in connection with the development of the above described real property for use as homesites, and as part of a general building plan for the benefit and protection of the party hereto and any subsequent owners of any respective parcels within the said area, to provide for certain use restrictions, which shall govern and control the use and enjoyment of the real property herein described, and to protect the party hereto and subsequent owners of the above described real property, to maintain values, to insure a uniform and desirable use, occupancy, and buildings on said real property;

NOW, THEREFORE, I, the said owner, do hereby certify and declare that all of the above described real property shall, now and hereafter, and forever, be owned, held, and enjoyed by the respective owners and grantees thereof, their heirs and assigns, subject to the following restrictions:

(1) The covenants are to run with the land hereinabove described and shall be binding on all parties and on all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of ten years, and until a signed instrument by a two-thirds majority of the then owners of the lots has been recorded agreeing to terminate said covenants in whole or in part.

(2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(3) Invalidation of any one of these covenants by judgment, court order, statutes or ordinances, shall in no way affect any of the other provisions, which shall remain in full force and effect.

(4) No tract contained in said real property above described, nor any portion thereof, shall be improved, used or occupied for any other use than private residential purposes, and no store, flat, or apartment house intended for residential purposes, shall be erected thereon except as provided hereinafter. No building shall be erected, altered, or permitted thereon which exceeds two-and-one-half stories in height.

N 89° 32' 25" W

1314.63

S 45° 12' 16" E
140.50'

S 61° 54' 26" N
309.48'

N 26° 35' 16" W
105.20'

Ditch Point of Entry

S 82° 04' 24" W
605.44'

N 9° 32' 05" E
292.19'

Carmen Creek

N 3° 01' 50" W
120.40'

1310.62

S 5° 09' 57" E
121.05'

Access and Utility
Easement
50' typ

SE 1/4

N 64° 40' 30" E
114.26'

N 53° 29' 05" E
62.20'

N 26° 29' 26" E
64.77'

S 82° 30' 17" E
33.29'

S 64° 40' 30" W
646.59'

S 82° 30' 17" E
33.29'

N 20° 24' 00" E
201.32'

N 55° 23' 46" E
351.20'

The Company has not surveyed the premises described in _____ The sketch below is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability as to the validity, location, or ownership of any easement or other matter shown thereon, nor for the inaccuracies therein, including the accurate location of boundaries, including water boundaries. This sketch does not purport to show all highways, roads and easements adjoining or affecting said premises, nor is it a part or modification of the report, commitment, policy or other title evidence to which it may be attached.

