

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

RECEIVED**SEP 13 2008****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
ADJ	<u>78-7074</u>	<u> </u>	<u>no</u>	<u> </u>	<u> </u>	<u> </u>
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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) Larry B. Fisher, II
5558 Hwy 95, New Meadows, ID 83654
4. New Owner/Claimant(s) David G. Hanson
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 355 Rio Vista Blvd.
 City, State and ZIP Code McCall, ID 83638
 New Telephone Number (208) 634-5516
5. Date you acquired the property August 6, 2008

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)

David L. Hanson

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 _____

WARRANTY DEED
(In Lieu of Foreclosure)
Mortgages

COPY

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, I, or we, LARRY B. FISHER, II, an unmarried man, hereinafter called Grantor, do hereby grant and convey to DAVID G. HANSON, a married man as his sole and separate property, hereinafter called Grantee, whose address is 355 Rio Vista Blvd., McCall, ID 83638, the following real property situated in Adams County, Idaho:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

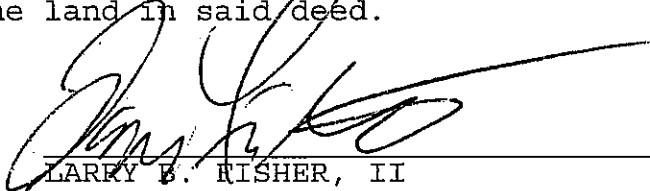
The title to said property is hereby warranted by Grantor against all persons whomsoever, subject to the matters above set forth. It is further warranted and covenanted by Grantor in executing this deed, and agreeably by Grantee in accepting it, as follows:

1. That the consideration for the execution of this deed consists of:
 - a. Full reconveyance of record of that certain All Inclusive Deed of Trust executed by LARRY B. FISHER, II, an unmarried man, as Grantor, FIRST AMERICAN TITLE INSURANCE COMPANY as Trustee, DAVID G. HANSON, a married man as his sole and separate property, as Beneficiary, which All Inclusive Deed of Trust was dated May 1, 2008 and recorded in the office of the County Recorder of the aforementioned county and state as Instr. No. 116475 on May 19, 2008, and the surrender and cancellation of the promissory note or notes or other evidence of debt secured by said mortgages.
 - b. The full and absolute release of Grantor from all liability of any and all promissory notes, debts, obligations, costs or charges, the payment of which was secured either by the Deed of Trust specifically referred to in paragraph (a) above or by any other Deed of Trust or encumbrance on the same property, which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property and which last mentioned deed of trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions herein before set forth in this deed; and
 - c. In addition to a. and b. above, the cash payment by Grantee to Grantor of the sum of TEN AND NO/100 DOLLARS.
2. That the total consideration, set forth in 1. above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.
3. This deed, given for the express consideration set forth in 1. above, is executed voluntarily and not as a result of duress or threats of any kind, and is beneficial and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.
4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature and there is no agreement or understanding, oral or written, between Grantor and Grantee herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor, or to a

sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

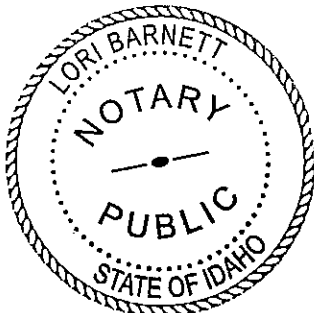
5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee and Grantor intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to stop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said property.
6. That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as a preference against any other of our creditors.
7. That at the time it is given there are no other persons, firms or corporations other than the Grantee therein named interested either directly or indirectly in said land and personal property, and that we are not obligated upon any bond or other mortgage or deed of trust or contract where any lien has been created or exists against the premises described in said deed.
8. That it was our intention as Grantor to convey, and by said deed did convey to the Grantee therein all our right, title and interest absolutely in and to the land in said deed.

Dated: August 6, 2008.

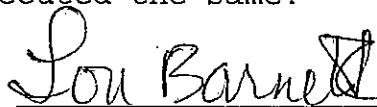

LARRY B. FISHER, II

STATE OF IDAHO)
 : ss
County of ADAMS)

On this 10 day of August, 2008, before me, a Notary Public for said state, personally appeared LARRY B. FISHER, II known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



#08-1607


Notary Public for Idaho
Residing at New Meadows
Commission expires: Sept 8 2009

Instrument # 117019

COUNCIL, ADAMS, IDAHO

8-28-2008

02:04:46

No. of Pages: 4

Recorded for: TIMBERLINE TITLE & ESCROW

SHERRY WARD Fee: 12.00

Ex-Officio Recorder Deputy

Index to: DEED

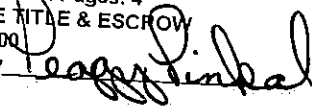


EXHIBIT 'A'

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho, a parcel of land located in the SW1/4NW1/4 of Section 15, and in the SE1/4NE1/4 of Section 16, described as follows:

PARCEL 1:

Commencing at a point on the Easterly line of the right-of-way of U.S. Highway 95, which is 50 feet Northerly of a State of Idaho Survey Monument on said line that is marked FAP 9C (2) 506+70, the POINT OF BEGINNING;

Thence Northerly on the Easterly line of the right-of-way a distance of 100 feet;

Thence Easterly, at right angles to said right-of-way line, 50 feet, more or less, to the West bank of the Little Salmon River;

Thence Southeasterly on and along the West bank of the Little Salmon River to a point opposite the POINT OF BEGINNING;

Thence Westerly at right angles to the highway right-of-way line, 100 feet, more or less, to the POINT OF BEGINNING.

PARCEL 2:

Commencing at State of Idaho Survey Monument marked FAP 9C (2) 506+70 on the Easterly line of the right-of-way of U.S. Highway 95, as said Highway is now established, the POINT OF BEGINNING;

Thence Northerly on the Easterly line of the right-of-way, a distance of 50 feet;

Thence Easterly at right angles to said right-of-way line, 100 feet, more or less, to the West bank of the Little Salmon River;

Thence Southerly on and along the West bank of Little Salmon River to a point that is opposite the POINT OF BEGINNING;

Thence Westerly at right angles to the Highway right-of-way line, 130 feet, more or less, to the POINT OF BEGINNING;

SUBJECT TO AN EASEMENT granted to the State of Idaho for a drainage ditch running Easterly across said premises from the Highway right-of-way to the Little Salmon River.

Continued

PARCEL 3:

Commencing therefore at a point on the Easterly line of the right-of-way of U.S. Highway 95, as presently located under the Survey of Highway Project No. F-3112 (17), which point is 150 feet Northerly of a Highway Survey Monument on said right-of-way line, marked FAP 9C (2) 506+70, the POINT OF BEGINNING;

Thence continuing northerly on and along the Easterly line of the Highway right-of-way, a distance of 80 feet, more or less, to approximately Station 509 of said Highway Survey;

Thence Easterly, at right angles to said Highway right-of-way, to the Westerly bank of the Little Salmon River;

Thence in a general Southeasterly direction, on and along the Westerly bank of the Little Salmon River, 85 feet, more or less, to a point;

Thence Westerly 55 feet, more or less, to the POINT AND PLACE OF BEGINNING, on the Easterly side of the right-of-way of said U.S. Highway 95 as established.