

12/10/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-10038

NAME AND ADDRESS: PATRICIA DOWTON
HC 62 BOX 1180
ELLIS ID 83235

STANLEY M DOWTON
HC 62 BOX 1180
ELLIS ID 83235

SOURCE: PAHSIMEROI RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 4.400 CFS

PRIORITY DATE: 04/01/1875

POINT OF DIVERSION:

T15N R21E S7 NENE Within CUSTER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	4.400 CFS
STOCKWATER	01/01 12/31	0.090 CFS

PLACE OF USE: IRRIGATION in CUSTER County

T16N R20E S25	SWSW	4.60	T16N R20E S26 Lot 6 SWSE	19.00
T16N R20E S26	SESE	32.00	T16N R20E S35	NENE 6.90
T16N R20E S35	NWNE	25.00	T16N R20E S35	NENW 22.00

STOCKWATER same as IRRIGATION

109.5 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

MEMORANDUM

TO: FILE
FROM: ROXANNE BROWN
SUBJECT: PRIORITY DATE FOR THE WELLER-SHOUBE-ELLIS DITCH (P-5)
DATE: 8/29/2006

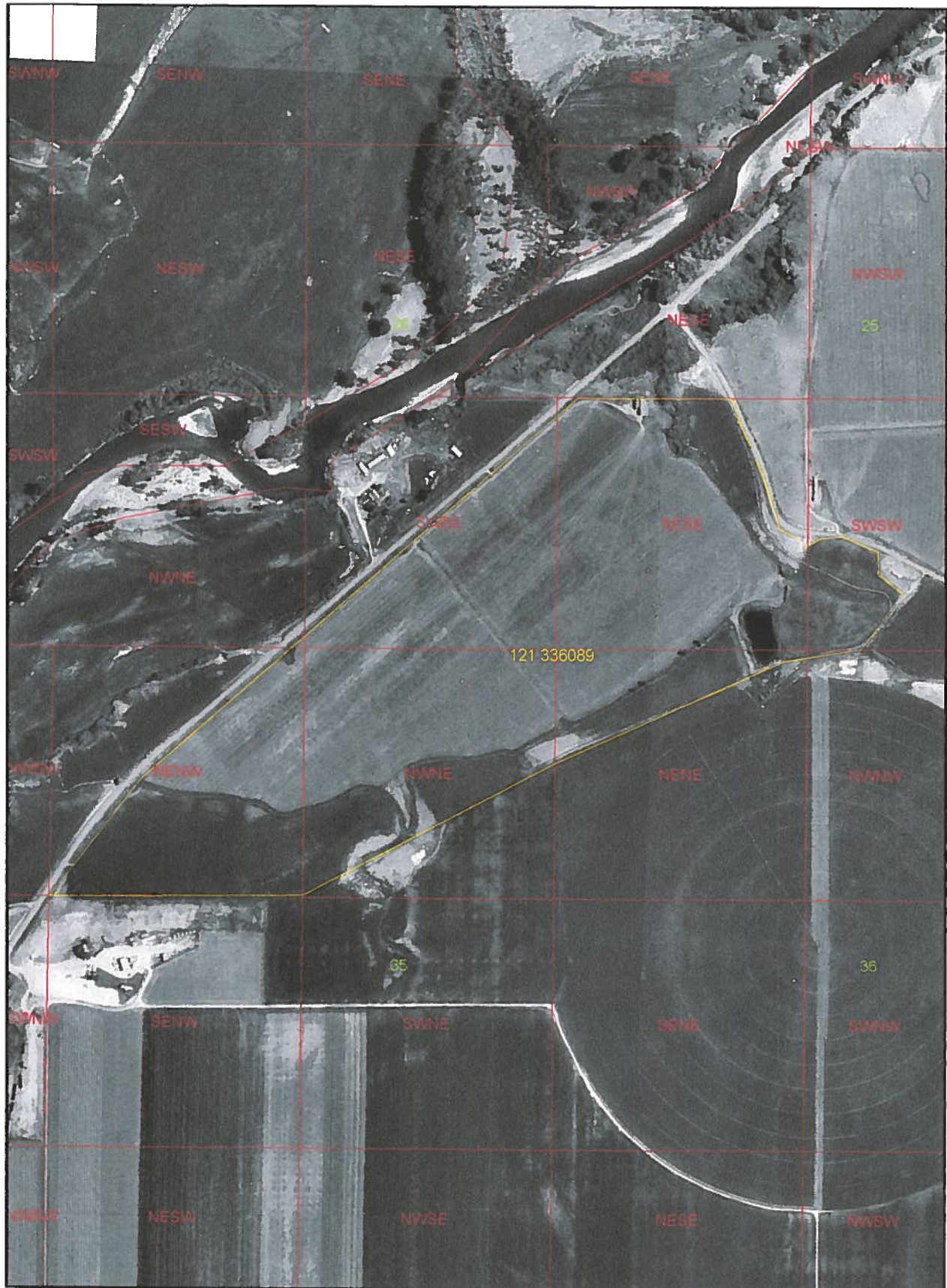
An affidavit signed by Boise H. Ellis in 1977 is found in the files. Mr. Ellis was 89 years old at the time of the affidavit and recalls the ditch from his childhood (age 6). He was born in 1888.

Mr. Ellis' specific memory of the Weller-Shoupe-Ellis ditch was at the age of six (1894), at which point he knew the location of the ditch, but not specific irrigation from the ditch. He also states a priority date in the late 1870's would be consistent with discussions he had with his father concerning irrigation of the ranches in question. The following priority dates were claimed from the Wells-Shoupe-Ellis ditch:

Claim No.	Priority Date
73-4008	June 1, 1875
73-4013A	April 1, 1870
73-11962	April 1, 1870
73-11963	April 1, 1870
73-4077	April 1, 1870
73-12027	April 1, 1874
73-12028	April 1, 1874

There has been no adjudication of these water rights, and no administration of the rights. This reach of the Pahsimeroi River is widely believed to be a gaining reach. Based on this information, the recommended priority date for all of the claims from this ditch is April 1, 1875.

Star Dowton Irrigated Acres



2,000 1,000 0 2,000 Feet





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

RECEIVED

FEB 25 2005

DEPARTMENT OF
WATER RESOURCES

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 10, 2005

STANLEY AND PATRICIA DOWTON
HC 62 BOX 1180
ELLIS ID 83235

RE: Snake River Basin Adjudication (SRBA)
Notice of Change of Water Right Ownership - #73-4009, 73-4013A, 73-4032,
73-10038 AND 73-11962

Dear Claimants:

We are returning your Notice of Change of Water Right Ownership. Before we can proceed, we need a copy of the signed, finalized deed.

Please call me toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosure:

Incomplete Ownership Change Form

Enclosed copy of signed contract for Warranty
Deed. Is this what you want? If
not, let us know.
Thanks. Tim

**REAL ESTATE SALES AGREEMENT
CONTRACT for WARRANTY DEED**

RECEIVED

FEB 25 2005

DEPARTMENT OF
WATER RESOURCES

1. PARTIES:

THIS AGREEMENT, made and entered into as of **January 1, 2002**, by and between **Sydney M. Dowton & Karen A. Dowton**, husband and wife, of PO Box 7, Ellis, Idaho 83235 hereinafter referred to as Sellers, and **Stanley Dowton and Patricia Dowton**, husband and wife, of HC 62 Box 1180, Ellis, Idaho 83235, hereinafter referred to as Purchasers.

WITNESSETH:

That the Sellers, in consideration of the covenants and agreements on the part of the Purchasers, do agree to sell and convey unto the Purchasers, and Purchasers do agree to buy the following described real and personal property.

2. REAL PROPERTY DESCRIPTION:

Said property is described in Exhibits A & B attached hereto and incorporated herein as though set forth at large. Said property is located near Ellis, Custer County, Idaho and consists of about **465 acres**, more or less. Property is part of the W. Boggeman Farm & the Jack Furey Ranch.

Said property does NOT include any real estate located West of US Highway 93, Custer County, Idaho, rather all real estate is located east of said Highway 93.

Dowton to Dowton Sales Agreement - 1

3. PERSONAL PROPERTY:

There is some personal property included in this sale.

The property specifically INCLUDED in this sale is: All attachments and improvements located on said real estate including any existing fences, culverts, and irrigation diversions and the existing irrigation equipment used in connection with said ranch operation to wit: two (2) pivots. Said pivots have a sale value of \$60,000.00 and that figure shall be allocated as purchase price for said personal property from the total purchase price.

4. PURCHASE PRICE:

Purchasers agree to buy said property for the sum of **FOUR HUNDRED SEVENTY SEVEN THOUSAND THREE HUNDRED SEVENTY EIGHT & NO/CENTS DOLLARS (\$477,378.00)** lawful money of the United States; and the Purchasers, in consideration of the premises, agree to pay to the Seller, said payment price as follows:

a. DOWN PAYMENT:

There is no down payment to be made on said purchase price.

b. DEFERRED PAYMENT :

\$477,378.00. The purchase price shall draw interest at the rate of eight percent (8%) amortized over a period of twenty years commencing January 1, 2002.

Payments shall be the sum of \$48,622.00 due on December 31st of each and every year commencing December 31, 2002 until the entire balance together with said interest is paid in full. The December 31, 2002 payment has been paid.

Amortized schedule is attached.

5. RIGHT OF PREPAYMENT:

The Purchasers may NOT make prepayment at any time before the due date except with the Sellers' specific written consent.

7. CLOSING AGENT:

The parties shall execute this agreement in triplicate. Each party shall retain a fully signed agreement and Fred Snook shall be provided a signed agreement.

As there are no monies to currently distribute there is no need for a formal closing agent.

A Notice of Contract Sale shall be signed and recorded in Custer County to give public notice of Purchaser's right to possession and use of said property and to the tax assessor/treasurer. The parties may provide a photo copy of their original to the IDWR if necessary to change the claimant of any water claims.

8. PRORATION OF TAXES:

The Sellers agree to pay all taxes and assessments of whatever nature levied upon said premises up to and including taxes and assessments for the year 2003 and

all years thereafter up to the December 31, 2003 , and Purchasers agree to pay all such taxes and assessments assessed after January 1, 2004.

9. POSSESSION DATE:

The Sellers have transferred possession of said property on January 1, 2002.

Purchasers agree to maintain and preserve the property in good order, repair and condition during the term of this agreement, and the Purchasers agree to commit no waste upon said property or to otherwise allow any other third party to commit waste upon said property during the term of this Agreement. Sellers have a right to reasonable inspection of the premises.

10. WARRANTY DEED CONVEYANCE:

A. There shall be no title insurance policy issued for said real estate.

B. The Sellers agree to execute and deliver to Fred Snook, Snook Law Office, Salmon, Idaho ,as escrow agent, a good and sufficient Warranty Deed conveying full title and clear title to said property, free from any all encumbrances, except for these EXISTING encumbrances:

1. Any recorded Easement(s) for road right of ways granted to any government agencies for the existing public roads.

2. Any easements for public utilities and/or irrigation ditches and/or any existing easements for items that can be seen by inspection of the property.

3. A buried pipeline easement to convey irrigation water through Section 26 to property located W of US Highway 93.

4. Reservations in Federal patents and State deeds; or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations, and ordinances of any government unit.

The escrow holder shall record said warranty deed upon completion of the deferred payments.

11. ESCROW:

The Escrow holder shall hold said Warranty Deed until completion of Sale or Default. However, the annual payments shall be made directly to the sellers rather than to the escrow holder. Purchasers shall provide Fred Snook proof of annual payments before final release of said Warranty Deed.

12. ENCUMBRANCE or ASSIGNMENT OF AGREEMENT:

The Purchasers agrees not to allow said property to become encumbered during the life of this agreement without the prior written consent of the Sellers.

The Purchasers shall have the right to reconvey or resell said property only after completing final payment for the property; or only after obtaining written consent of the Sellers if final payment has not been made.

13. PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and accompanying documents were prepared by the attorney for the Sellers and shall be paid for by the Sellers.

No tax advice was given to either party by said attorney.

14. DEFAULT:

Time is of the essence of this agreement and if Purchasers do not make said payments as required the Sellers may proceed with legal recourse.

It is agreed that foreclosure shall not be an exclusive remedy and that the Sellers shall be entitled to pursue any other remedies available as Seller under the laws of the State of Idaho in the event of default by the Purchaser including breach of contract and/or specific performance. However, before any legal action may be taken to enforce this Agreement because of default the Sellers shall first give the Purchasers a written notice specifying the default and providing that unless said default is remedied within THIRTY days from the date of the mailing of such notice of default, the Sellers may elect to proceed with legal action. All such notices shall be sent by certified mail, addressed to the Purchasers at HC62 Box 1180,

Ellis, Idaho 83235 or at such other address as the Purchasers shall furnish said Sellers, and the date of the mailing of said certified notice shall be the first day of said THIRTY day period. The Purchasers shall pay the cost of said Notice of Default.

If the Default is not corrected within said thirty days time period after notice, the Sellers may elect to declare this Contract Terminated and shall then have the right to receive immediate possession of said property and to retain all payments made as liquidated damages.

15. ATTORNEY FEES IN EVENT OF BREACH OR DEFAULT:

It is agreed that in the event of suit between the parties for breach or enforcement of this agreement, the successful party shall be entitled to recover reasonable attorney fees together with allowable court costs from the other party.

16. INSURANCE:

As it is anticipated Purchasers shall build a new home on the premises, Purchasers shall be responsible for insuring said home and outbuildings. Purchasers shall maintain a reasonable amount of liability coverage on said premises to protect the Sellers from any possible liability for accidents etc. that may occur to third parties on the property during the life of this agreement.

17. WATER AND DITCH RIGHTS:

All water and water rights, ditch and ditch rights, decreed to the premises, appurtenant thereto and/or used in connection therewith are included in this sale, subject to the following provision: The Sellers are retaining 2 cfs of water right to their adjoining property located west of US Highway 93 from the Worth Boggeman water right Sellers received when Sellers purchased the Worth Boggeman Farm. The parties shall meet with the IDWR to complete any and all documents required to complete the water right transfer and retention.

Purchasers shall continue to protect all existing State of Idaho water permits, licenses and other water rights on or relating to the Premises, as well as any other existing or future water rights or permits appurtenant to the Premises, shall continue to take such steps as may be required to perfect and protect all such water claims and rights in the ongoing adjudication of water rights in order that all such water, water claims and water rights, including water from the irrigation system currently used on the Premises, may legally be used, and continue to be used, for irrigation of the Premises.

18. FEDERAL RANGE RIGHTS

The Sellers are not selling/transferring any USFS range and range permit with this real estate sale.

19. BINDING EFFECT:

It is agreed that the provisions of this agreement shall apply to and bind the heirs, personal representatives, executors, and assigns of the respective parties SUBJECT to the following provisions: That in the event **both** of the Sellers should die during the term of this Agreement, Sellers specifically declare that any remaining money owing to Sellers under this Agreement shall be waived/canceled and further direct Fred Snook, Escrow Holder, to deliver said Warranty Deed to the Purchasers without any further payment being made.

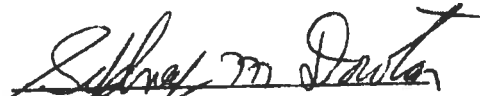
Note: If one of the Sellers dies during the term of this Agreement, the remaining Seller shall continue to enforce this Agreement)

20. TOTAL CONTRACT:

This agreement of the parties pertaining to the subject matter contained herein supercedes all prior and contemporaneous agreements, representations and understanding of the parties. No supplement modification or amendment to this agreement shall be binding unless executed in writing by all parties. No waiver of any obligation hereunder shall be binding unless executed in writing by the parties making the waiver. The recitals set forth herein are incorporated by this reference and made a part hereof.

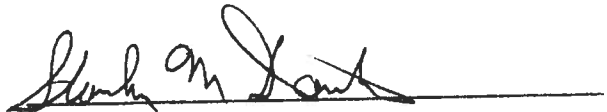
IN WITNESS WHEREOF, the parties have hereunto signed said Agreement
as of this first day of January, 2002.

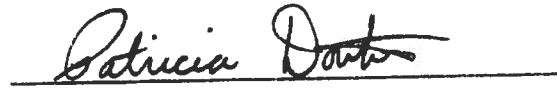
SELLERS


Sydney M. Dowton


Karen A. Dowton

PURCHASERS


Stanley Dowton

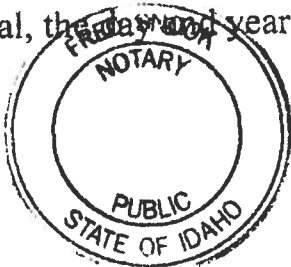

Patricia Dowton

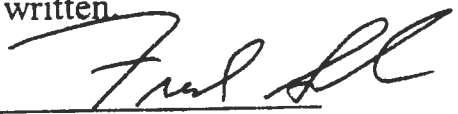
STATE OF IDAHO)

County of Latah) :ss.

On this 26th day of November, 2003, before me, the undersigned, a
Notary in and for the State of Idaho, personally appeared **Sydney M. Dowton and
Karen A. Dowton**, known to me to be the persons whose names are subscribed
to this document, 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.



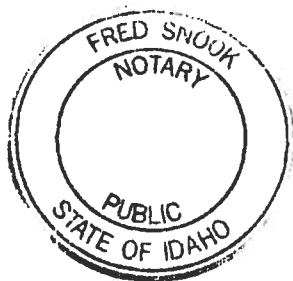

Notary Public for Idaho, Residing at Salt Lake
My Commission Expires: 8/10/2005

STATE OF IDAHO)

County of Lemhi) :ss.

On this 27th day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Stanley Dowton and Patricia Dowton**, known to me to be the persons whose names are 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.



Fred Snook
Notary Public for Idaho, Residing at Salem
My Commission Expires: 8/07/2005

EXHIBIT A
Boggeman Farm

The following described real estate lying, being and situate in the County of Custer, State of Idaho, to-wit: TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN

Section 26, Lots 6 and 8, SE1/4SE1/4, **EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES.**

Also in Section 26, that fraction of SW1/4SE1/4 E of US Highway 93.

Section 25, a fraction of SW1/4SW1/4, more particularly described as: Beginning at the SW corner of said S25, run thence N along the W boundary of said SW1/4SW1/4 a distance of 612 feet, more or less, to a point on the southerly side of the County Road; thence along the southerly side of the County Road as follows: S78°30'E 372.0 feet; thence S60°39'E 1097.0 feet to the SE corner of said SW1/4SW1/4; thence W along the S boundary of said SW1/4SW1/4 a distance of 1320.0 feet to the point of beginning.

Section 36, a fraction of NW1/4NW1/4, more particularly described as : Beginning at the NW corner of said S36, thence S 100 feet; thence N52°34'E 63 feet; thence N82°00'E 299 feet; thence S60°45'E 247 feet; thence S83°24'E 204 feet; thence S76°10'E 134 feet; thence S61°15'E 349 feet; thence N48°00'E 160 feet to a point S 253 feet of the NE corner of said NW1/4NW1/4; thence N 253 feet; thence W 1320 feet to the NW corner of said S36, the point of beginning.

EXCLUDING THEREFROM an unsurveyed portion of the above tracts of property located in said S25 and S36 consisting of approximately 7.5 acres, which acreage is presently divided from said above described tracts of land which contain approximately 10.73 acres; the division line between the portion conveyed and the portion retained shall be the fence line between said properties.

Section 35, a fraction of NE1/4NE1/4 described as follows: Beginning at the NE corner of said S35, thence S67°40'W 335 feet; thence S24°00'E 157 feet; thence N52°34'E 368 feet, more or less, to the E boundary line of said NE1/4NE1/4; thence N 100 feet to the point of beginning. This parcel contains an irrigation pond.

Also in Section 35, a fraction of NE1/4NE1/4 described as follows: Beginning at the NE corner of said S35, thence S67°40'W 1427 feet to a point on the W boundary of said NE1/4NE1/4; thence N 543 feet, more or less, to the NW corner of said NE1/4NE1/4; thence E 1320 feet, more or less, to the point of beginning.

Also in Section 35, a fraction of NW1/4NE1/4 described as follows: Beginning at the NE corner of said NW1/4NE1/4, thence W 1320 feet, more or less, to the NW corner of said NW1/4NE1/4; thence S 1320 feet, more or less, to the SW corner of said NW1/4NE1/4; thence N59°30'E 1532 feet, more or less, to the E boundary line of said NW1/4NE1/4; thence N 543 feet, more or less,

to the point of beginning.

Also in Section 35, that fraction of NE1/4NW1/4 E of US Highway 93.

The property herein conveyed consists of 130 acres, more or less, together with any and all ditch and ditch rights, water and water rights appurtenant to said property or used in connection therewith and any and all improvements located thereon.

The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, specifically, a buried pipeline easement to convey irrigation water through S26 to property located W of US Highway 93; reservations in Federal patents and State deeds; or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations, and ordinances of any governmental unit.

EXHIBIT B
Furey Ranch

The following described real estate lying, being and situate in the County of Custer, State of Idaho, to-wit:

TOWNSHIP 15 NORTH, RANGE 20 EAST, BOISE MERIDIAN
In Section 1, Lot 1 (NE1/4NE1/4) and that fraction of Lot 2 (NW1/4NE1/4) lying easterly of the centerline of the Custer County Highway.

TOWNSHIP 15 NORTH, RANGE 21 EAST, BOISE MERIDIAN
In Section 6, Lot 4 (NW1/4NW1/4) save and **except** that part thereof located in Lemhi County, Idaho.

TOWNSHIP 16 NORTH, RANGE 21 EAST, BOISE MERIDIAN
In Section 31, Lot 2 (SW1/4SW1/4) save and **except** that part thereof located in Lemhi County, Idaho.

TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN
✓ In Section 36, that fraction of SW1/4SE1/4 lying easterly of the centerline of Custer County Highway.

✓ Also in Section 36, E1/2SE1/4 and SE1/4NE1/4 save and **except** that part thereof located in Lemhi County, Idaho.

Also in Section 36, a parcel of land in E1/2SW1/4 more particularly described as commencing at the center quarter corner of said S36, thence S0°11'43"W 143.67 feet to a point in a fence and the Point of Beginning of this description; thence S 55°53'46"W 670.91 feet to a point that is S 47°45' W 760.8 feet from NE corner of the NE1/4SW1/4 of said S36; thence S66°16'E 109.2 feet; thence S66°16'E 109.2 feet; thence S35°19'E 245.6 feet; thence S22°02'E 101.5 feet; thence S46°40'E 26.1 feet; thence S10°20'W 68 feet; thence S72°10'44"E 56.67 feet; thence S4°54'52"E 609.52 feet to a point on the Westerly side of an irrigation ditch; thence S74°50'20"W 32.74 feet to the Easterly right-of-way of a County Road; thence S33°49'19"E 335.75 feet to the centerline of said S36; thence N0°11'43"E 1710.08 feet to the point of beginning.

EXCEPTING THEREFROM a parcel of land in the S1/2 of S36 more particularly described as follows: Beginning at a point which is S8°35'55"W 161.50 feet from the center quarter corner of S36; thence S34°06'14"E 220 feet to a point; thence S55°53'46"W 578.32 feet to a point in an existing fence; thence N36°11'55"W 128.46 feet along said fence to a point; thence N 67°04'23" W 109.15 feet along said fence to a point; thence N55°53'46"E 642.34 feet to the point of beginning. **EXCEPTING THEREFROM** the Northeasterly 78 feet of the above described property.

Also in Section 36, NW1/4SE1/4 and SW1/4NE1/4 **EXCEPTING THEREFROM** a parcel of land more particularly described as commencing at a point S0°11'43"W 143.67 feet from the

center quarter corner of said S36, the Point of Beginning; thence N55°53'46"E 252.25 feet; thence N36°06'06"E 232.97 feet; thence N56°25'01"E 191.78 feet; thence N38°26'19"W 136.39 feet; thence N25°11'31"W 218.63 feet; thence S86°04'28"W 241.48 feet; thence N62°24'17"W 71.73 feet; thence N30°00'10"E 155.2 feet; thence N17°45'56"E 258.23 feet; thence N35°47'55"W 299.69 feet to the North-South centerline of said S36; thence S0°11'43"W 1236.80 feet to the point of beginning.

Also in Section 36, NW1/4NE1/4 save and **except** that part thereof located in Lemhi County, Idaho.

In Section 25, SW1/4SE1/4 save and **except** that part thereof located in Lemhi County, Idaho.

A parcel in Section 36, NE1/4NW1/4 and SE1/4NW1/4, and Section 25, SE1/4SW1/4, more particularly described as: Beginning at the quarter corner common to S25 and S36; thence N0°11'43"E 1317.6 feet to the S 1/16 corner of S25; thence S18°02'02"W 401.52 feet; thence S33°34'06"W 366.90 feet; thence S76°33'53"E 182.38 feet; thence S19°14'49"E 114.83 feet; thence S59°14'03"W 335.03 feet; thence S25°54'48"E 342.54 feet; thence S 71°30'18"E 115.61 feet; thence S31°12'22"E 93.69 feet; thence S38°32'54"W 395.08 feet; thence S64°18'06"E 199.44 feet; thence S13°25'51"E 90.54 feet; thence S63°51'49"W 366.47 feet; thence S12°23'41"E 454.58 feet; thence S61°29'15"E 154.71 feet; thence S14°45'12"E 126.91 feet; thence S89°11'47"E 194.02 feet to the intersection of the N-S centerline of S36; thence N0°11'43"E 1403.94 feet on and along said centerline to the point of beginning.

The property herein conveyed consists of 335 acres, more or less, together with any and all ditch and ditch rights, water and water rights appurtenant to said property or used in connection therewith and any and all improvements located thereon.

The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, reservations in Federal patents and State deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations, and ordinances of any governmental unit.

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

RECEIVED

JUL 30 2004

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
	73-10038	✓			
	73-4009	✓			
	73-4013A	✓			
	73-11962	✓			
	73-4032	✓			

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)

Sydney L + Karen A. Downton
PO Box 7 Ellis ID 83235

4. New Owner/Claimant(s)

Stanley +/or Patricia Downton

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

New Mailing Address

HC-62 Box 1180

City, State and ZIP Code

Ellis ID 83235

New Telephone Number

(208) 876-4200

5. Date you acquired the property

1-1-03

DEPARTMENT OF
WATER RESOURCES

FEB 25 2005

RECEIVED

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 <u>73-10038 + 73-4009</u>		
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	<u>5.3 cfs</u>	<u>122 ac.</u>
Stock		
Domestic		
Other		
Total	<u>5.3 cfs</u>	

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 <u> </u>		
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) *Stanley M. Danta*
(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 *scherna* Date _____ Receipt No. _____
 Processed by *scherna* AJ Date *3-3-05* WR _____ Date _____

0220594

THIS INDENTURE, Made this 26th day of February
 in the year of our Lord one thousand nine hundred and eighty-one
 between WORTH BOGGEMAN and MARY A. BOGGEMAN, husband and wife,
 of Ellis County of Custer
 State of Idaho the parties of the first part, and
 SYDNEY M. DOWTON, JR., and KAREN A. DOWTON, husband and wife,
 of Ellis County of Custer
 State of Idaho the parties of the second part,
 WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
 TWO-HUNDRED-NINETY-EIGHT THOUSAND AND NO/100 (\$298,000.00) DOLLARS,
 lawful money of the United States of America, to them in hand paid by the
 said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained
 and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part
 of the second part, and to their heirs and assigns forever, all the following described real estate,
 situated in Custer County
 State of Idaho, to wit:

The following described real estate lying, being and
 situate in the County of Custer, State of Idaho, to-wit:
 TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN

In Section 26, T. 16 N., R. 20 E., Boise Meridian, Lots
 6 and 8, SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT THAT PORTION DEEDED FOR HIGHWAY
 PURPOSES.

ALSO, In Section 36, T. 16 N., R. 20 E., Boise Meridian,
 a fraction of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows:

Beginning at the Northwest corner of said Section 36;
 thence South 100 feet; thence N. 52Deg34' E. 63 feet; thence
 N. 82Deg00' E. 299 feet; thence S. 60Deg45' E. 247 feet;
 thence S. 83Deg24' E. 204 feet; thence S. 76Deg10' E. 134
 feet; thence S. 61Deg15' E. 349 feet; thence N. 48Deg00' E.
 160 feet to a point South 253 feet of the Northeast corner
 of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 253 feet; thence West 1320 feet to
 the Northwest corner of said Section 36, the point of beginning.

ALSO, In Section 35, T. 16 N., R. 20 E., Boise Meridian,
 NE $\frac{1}{4}$ NW $\frac{1}{4}$ excepting therefrom that portion deeded for highway
 purposes:

Fraction of NW $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows: Beginning
 at a point at the Northeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence
 West 1320 feet; thence South 1320 feet; thence N. 59Deg30' E.
 1532 feet, more or less, to the East line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
 thence North 543 feet to the point of beginning.

Fraction of NE $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows: Beginning at
 a point on the Northeast corner of said Section 35; thence
 S. 67Deg40' W. 335 feet; thence S. 24Deg00' E. 157 feet;
 thence N. 52Deg34' E. 368 feet, more or less, to the East
 boundary line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 100 feet to the
 point of beginning.

A fraction of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ described as follows: Beginning
 at the Northeast corner of said Section 35; thence S. 67Deg40' W.
 1427 feet to a point on the West boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence
 North 543 feet, more or less, to the Northwest corner of said
 NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence East 1320 feet to the point of beginning.

ALSO, In Section 25, T. 16 N., R. 20 E., Boise Meridian,
 a fraction of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ described as follows:

220594

Beginning at the Southwest corner of said Section 25, run thence North along the West boundary of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 612.0 feet, more or less, to a point on the Southerly side of the County Road; thence along the Southerly side of the County Road as follows: S. 78Deg30'E. 372.0 feet; thence S. 60Deg39' E. 1097.0 feet to the Southeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence West along the South boundary of said

SW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 1320.0 feet to the point of beginning.

EXCLUDING THEREFROM An unsurveyed portion of the above tract of property located in said Section 25 consisting of 7.5 acres, which said 7.5 acres is presently divided from said above described tract of land which contains approximately 10.73 acres; the division line between the portion conveyed and the portion retained shall be the fence line between said properties, as said parties may establish said boundary line.

ALSO EXCLUDED Is all of the above described property located west of U.S. Highway 93 in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26 and all property located west of Highway 93 located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26 and also a portion of the property located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26 of which the Sellers shall retain property located north of a division fence to be constructed; which said fence shall run from a point located on the north side of the Highway 93 underpass northwesterly to a point on the south side of the existing pump station located on the east bank of the Salmon River; said fence shall be the division line.

The property herein conveyed consists of 154 acres, more or less, and the property herein retained by the Sellers and excluded from this deed consists of approximately 33.5 acres, more or less.

Together with any and all ditch and ditch rights, water and water rights appurtenant to said property or used in connection therewith and any and all improvements located thereon.

The Sellers, specifically, retain 50 inches of water from the Pahsimeroi water right to be used by the Sellers for irrigation and recreation and pond storage, and also 22 inches of water from the Pahsimeroi water right for irrigation of the 7.5 acres being retained in Section 25.

The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, reservations in Federal patents and State deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations and ordinances of any governmental unit.

And specifically an easement for the Sellers to convey their 50 inches water right from the main ditch through Section 26 to the Sellers' property.

Sellers also retain one-half of any mineral rights including oil and gas rights that are appurtenant to the property.

Map is attached to this Deed as Exhibit "A".

0550269

GEMAN - DOWTON MAP - EXHIBIT A
CONSERVATION PLAN MAP
 Prepared by UNITED STATES DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE
 Cooperating with
CUSTER
 OWNER: WORTH ROSEMAN
 OPERATOR: CUSTER
 ID# 10
 Farm No. DATE
 SCALE 1/4" = 1 MILE ACRES
 PHOTO NO. CV9-833-60

Blue gulch project retained

#220374



220594
TOGETHER all and singular the tenements, hereditaments appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title, and interest in and to the said property, as well in law as in equity, of the said parties of the first part:

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Worth Boggeman [Seal]
WORTH BOGGEMAN
Mary A. Boggeman [Seal]
MARY A. BOGGEMAN

[Seal]
[Seal]

STATE OF IDAHO,

County of Lemhi

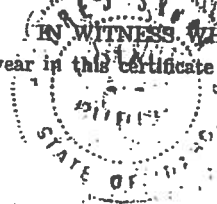
ss.

On this 26th day of February in the year 1981, before me
the undersigned a Notary Public

in and for said State, personally appeared WORTH BOGGEMAN and MARY A. BOGGEMAN, husband and wife,

known to me to be the persons whose names are 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 in this certificate first above written.



[Signature]

Notary Public

Residing at Salmon Idaho.

STATE OF IDAHO,

County of

ss.

220594
County of Lemhi
Karin Doughton
Time 2:38 PM Mar. 1 1981
Evelyn M. Pack s/12.00

I hereby certify that this instrument was filed for record at request of

at _____ minutes past _____ o'clock M., this _____ day of _____, A.D. 19 _____
in my office, and duly recorded in Book _____ of _____ at page _____

Fees, \$ _____

Ex-Officio Recorder.

By _____

