

07/03/2006

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

RIGHT NUMBER: 75-147A

NAME AND ADDRESS: CARL J HADDON
34 CUTLER RD
NORTH FORK ID 83466

JANET L HADDON
34 CUTLER RD
NORTH FORK ID 83466

SOURCE: FOURTH OF JULY CREEK

TRIBUTARY: SALMON RIVER

QUANTITY: 0.610 CFS

PRIORITY DATE: 04/01/1896

POINT OF DIVERSION:

T24N R22E S29 SWNW Within LEMHI County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 08/01

0.610 CFS 0.460
CFS

08/02 11/01

PLACE OF USE:

IRRIGATION Within LEMHI County

T24N R22E S30 Lot 4 SWSW 11.00 T24N R22E S31 NWNW 5.00

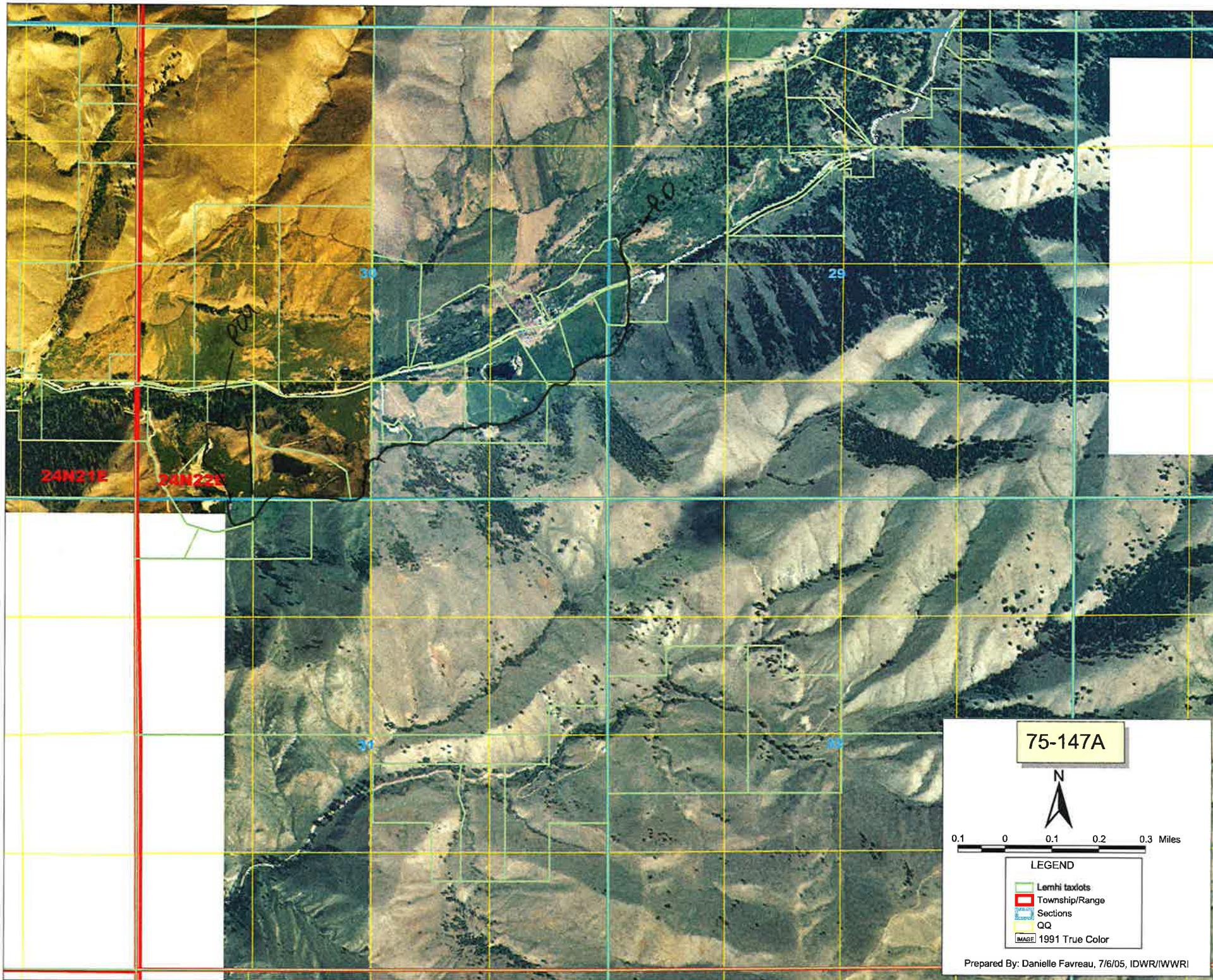
16 ACRES TOTAL

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 - Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.



75-147A



0.1 0 0.1 0.2 0.3 Miles

LEGEND

- Lemhi taxlots
- Township/Range
- Sections
- QQ
- IMAGE 1991 True Color

Prepared By: Danielle Favreau, 7/6/05, IDWR/IWWR

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION SECTION
CLAIM VERIFICATION FIELD EXAM SHEET
(Use with the ECVR)**

CLAIM NO(s). 75-147A

1. ☒ No Change NAME IS SAME

☐ NEW OWNER: _____

☒ No Change ADDRESS

☐ NEW ADDRESS: _____

2. ☐ No Change - DATE OF PRIORITY: Completed evidence submitted

☐ Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: _____

(If the priority date, based on your exam, seems questionable, explain below.)

3. ☒ No Change — SAME SOURCE

☐ Source is different than that claimed:

Source found: _____

4. ☒ No Change — POINT OF DIVERSION

☐ Point of diversion is different than the claim and/or new P/D's:

GPS Site Tag No.: A0015082 J72605 P006

Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____
Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____

5. ☒ No Change - DESCRIPTION OF DIVERTING WORKS

☐ Incomplete description, list below:

dam in creek, ditch to place of use

6. ☒ No Change - WATER USES
☐ Different uses, (list uses found):

Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____

7. ☒ No Change - TOTAL VOLUME

☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA

☐ Changes found, the new total is, Amount _____ CFS _____ AFA

8. ☒ No Change - NON-IRRIGATION USES:

☐ Changes Exam found:

Domestic # of homes: _____ Stock # _____ List types: _____

Additional comments: _____

9. ☒ No Change — PLACE OF USE: (If changed, list below.)

Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____

Remarks: (Comments pertinent to field examination) ☐ See additional attachment

☐ SYSTEM DIAGRAM INCLUDED ☐ NA

☒ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: 7-28-05

FIELD EXAMINER: Bob Foster
Print Name

Bob Foster
Signature



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 24, 2003

CARL J & JANET L HADDON
34 CUTLER RD
NORTH FORK ID 83466

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 75-147A

Dear Mr. & Mrs. Haddon:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Kristen Forsgren
Office Specialist 1

Enclosure

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

Department of Water Resources
 Eastern Region

OK JEC
 12-23-03

RECEIVED
 DEC 19 2003

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
	75-1478A				

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) Enoch and Linda Hansen
Boise ID 83706
4. New Owner/Claimant(s) Carl J for Janet L Hadden
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 34 Centler DD
- City, State and ZIP Code North Fork ID 83466
- New Telephone Number (208) 865-2015
5. Date you acquired the property 6-26-2003

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)



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 _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

WARRANTY DEED

For Value Received

ENOCH CHARLES HANSEN and LINDA HANSEN,
husband and wife,

the grantors, do

hereby grant, bargain, sell and convey unto

DANIEL H. COPELAND

the grantee, the following described premises, in Lemhi

County Idaho, to wit:

SEE ATTACHED EXHIBIT "A".

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that they are free from all incumbrances except the lien for taxes for the current year, any liens and encumbrances of record on this date and any liens or encumbrances suffered or created by Grantee prior to the date hereof, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: April 10, 1990.

Enoch Charles Hansen
ENOCH CHARLES HANSEN

Linda Hansen
LINDA HANSEN

STATE OF IDAHO, COUNTY OF Ada

On this 10th day of April, 1990, before me, a notary public in and for said State, personally appeared

ENOCH CHARLES HANSEN and
LINDA HANSEN,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Barbara Mumford
Notary Public
Residing at Boise, Idaho
Comm. Expires 8-95

STATE OF IDAHO, COUNTY OF Lemhi

I hereby certify that this instrument was filed for record at the request of *Enoch and Linda*

at 51 minutes past 3 o'clock p.m.
this 3 day of May
1990, in my office, and duly recorded in Book
of Deeds at page

Alanta Widenbeck
Ex-Officio Recorder

By *Norma L. Basal*
Deputy.

Fees \$ 6.00
Mail to:

INSTRUMENT NO. 206381

PARCEL 1:

LOT FOUR (4), SECTION THIRTY (30), TOWNSHIP 24 NORTH, RANGE 22 EAST, BOISE MERIDIAN, AND LOT FIVE (5), SECTION THIRTY-ONE (31), TOWNSHIP 24 NORTH, RANGE 22 EAST, BOISE MERIDIAN TOGETHER WITH ALL WATER, WATER RIGHTS, DITCH AND DITCH RIGHTS USED IN CONNECTION THEREWITH.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES IN LEMHI COUNTY, IDAHO, TO-WIT:

A FRACTION OF THE SW1/4SW1/4 OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 22 EAST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SW1/4SW1/4 OF SECTION 30, RUN THENCE WEST 47.3 FEET TO A POINT ON THE NORTHERLY SIDE OF THE LEMHI COUNTY ROAD, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; CONTINUING THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW1/4SW1/4 OF SECTION 30, A DISTANCE OF 1253.0 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY SIDE OF THE LEMHI COUNTY ROAD; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF THE LEMHI COUNTY ROAD 1288.0 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

A FRACTION OF THE N1/2SE1/4SE1/4 OF SECTION 25, T. 24 N., R. 21 E., BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE SAID N1/2SE1/4SE1/4 OF SECTION 25, RUN THENCE N. 89° 59' 58" W. ALONG THE SOUTHERLY BOUNDARY OF THE N1/2SE1/4SE1/4 OF SECTION 25 A DISTANCE OF 1210.37 FEET, THENCE NORTH 660.94 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE SE1/4SE1/4 OF SECTION 25; THENCE EAST 35.0 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY SIDE OF THE LEMHI COUNTY ROAD; THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF THE LEMHI COUNTY ROAD 1175.4 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY BOUNDARY OF SECTION 25; THENCE S. 0° 02' 03" E. ALONG THE EASTERLY BOUNDARY OF SECTION 25 A DISTANCE OF 630.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A FRACTION OF THE SE1/4 OF SECTION 25, T. 24 N., R. 21 E., BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE SE1/4SE1/4NW1/4SE1/4 OF SAID SECTION 25, RUN THENCE NORTH 30.0 FEET; THENCE N. 79° 12' E., 337.3 FEET; THENCE N. 89° 48' E. 109.9 FEET TO THE POINT OF BEGINNING, AND THE NORTHWESTERLY CORNER OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE S. 81° 53' E. 148.0 FEET; THENCE SOUTH 732.3 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY BOUNDARY OF THE NW1/4SE1/4SE1/4 OF SECTION 25; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF THE NW1/4SE1/4SE1/4 OF SECTION 25, A DISTANCE OF 146.5 FEET; THENCE NORTH 753.2 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A".

HANSEN TO COPELAND

WARRANTY DEED

THIS DEED OF TRUST, Made this 30th day of June, 2003,
 BETWEEN CARL JOHN HADDON AND JANET LYNN HADDON, Husband and wife,
 herein called GRANTOR,
 whose address is 34 Cutler Rd, North Fork ID 83466
 LEMHI TITLE & ABSTRACT COMPANY, INC., an Idaho Corporation, herein called TRUSTEE, and
 IVAN JONES AND DORIS JONES, husband and wife, herein called BENEFICIARY,
 WITNESSETH: The Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE
 IN TRUST, WITH POWER OF SALE, that property in the County of Lemhi
 State of Idaho, described as follows and containing not more than forty acres

SEE EXHIBIT "A" ATTACHED HERETO:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 Dollars, (\$195,000.00),

final payment due July 1, 2008

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as

NOTICE OF SALE having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

10. Trust is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinafter set forth.

CARL JOHN HADDON

JANET LYNN HADDON

State of Idaho)
County of Laramie)

SS No.

255071

CALIFORNIA

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

On this 26th day of June 2003.

before me, a Notary Public in and for said State, personally appeared

CARL JOHN HADDON
AND
JANET LYNN HADDON

Known to me to be the person whose name S ARE
subscribed to the within instrument, and acknowledged to me
that THEY exercised the same.

Residing at San Bernardino

CALIFORNIA
Notary Public,
XXXX



Fee \$20.00

By *Michelle Te Beal* Deputy

Ex-Officio Recorder

Tam J. Motion

County

This instrument was filed for record at the request of *Carl John Haddon* at Stockton, CA on 7-2-2003

DEED OF TRUST WITH POWER OF SALE

GRANTOR
LEMHI TITLE & ABSTRACT CO.
TRUSTEE

BENEFICIARY

Dated



LEMHI TITLE & ABSTRACT CO.
581 MAIN
SALMON, IDAHO
TELEPHONE 756-2977

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To LEMHI TITLE & ABSTRACT COMPANY

Idaho,

Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that

the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

EXHIBIT "A"

PARCEL "C"

A parcel of land located in the SW 1/4, Section 30 and the NW 1/4 Section 31, T 24 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the SW Corner of said Section 30 from which the NE Corner of the SE 1/4 SE 1/4 SE 1/4 of Section 25, T. 24 N., R. 21 E. bears N 00°02'03" W 660.64 ft., the Basis Of Bearing of this description, run thence N 67°18'02" E a distance of 356.82 ft. to a point on the centerline of an existing road and the POINT OF BEGINNING;

Thence N 42°38'33" E a distance of 692.32 ft.;

Thence North 595.21 ft. to a point on the southerly right-of-way of Fourth of July Creek Road;

Thence N 83°11'00" E along said right-of-way a distance of 523.23 ft.;

Thence S 00°53'05" E a distance of 549.46 ft.;

Thence S 01°06'10" W a distance of 754.31 ft.;

Thence S 00°11'55" W a distance of 265.22 ft. to a point on the centerline of an existing irrigation ditch;

Thence the following courses and distances along said centerline:

N 88°53'21" W 26.49 ft.; S 75°05'29" W 335.01 ft.;

139.25 ft. along a curve to the right having a chord of

N 88°44'28" W 137.41 ft., a delta of 32°20'05" and a radius of 246.75 ft.;

N 72°34'26" W 115.40 ft.; N 73°11'48" W 144.62 ft.;

Thence N 30°59'48" W a distance of 476.56 ft. to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH: All existing utility and road easements shown on Lot Split Plat recorded at the Lemhi County Courthouse and/or evident upon the ground.

RECORD OF SURVEY

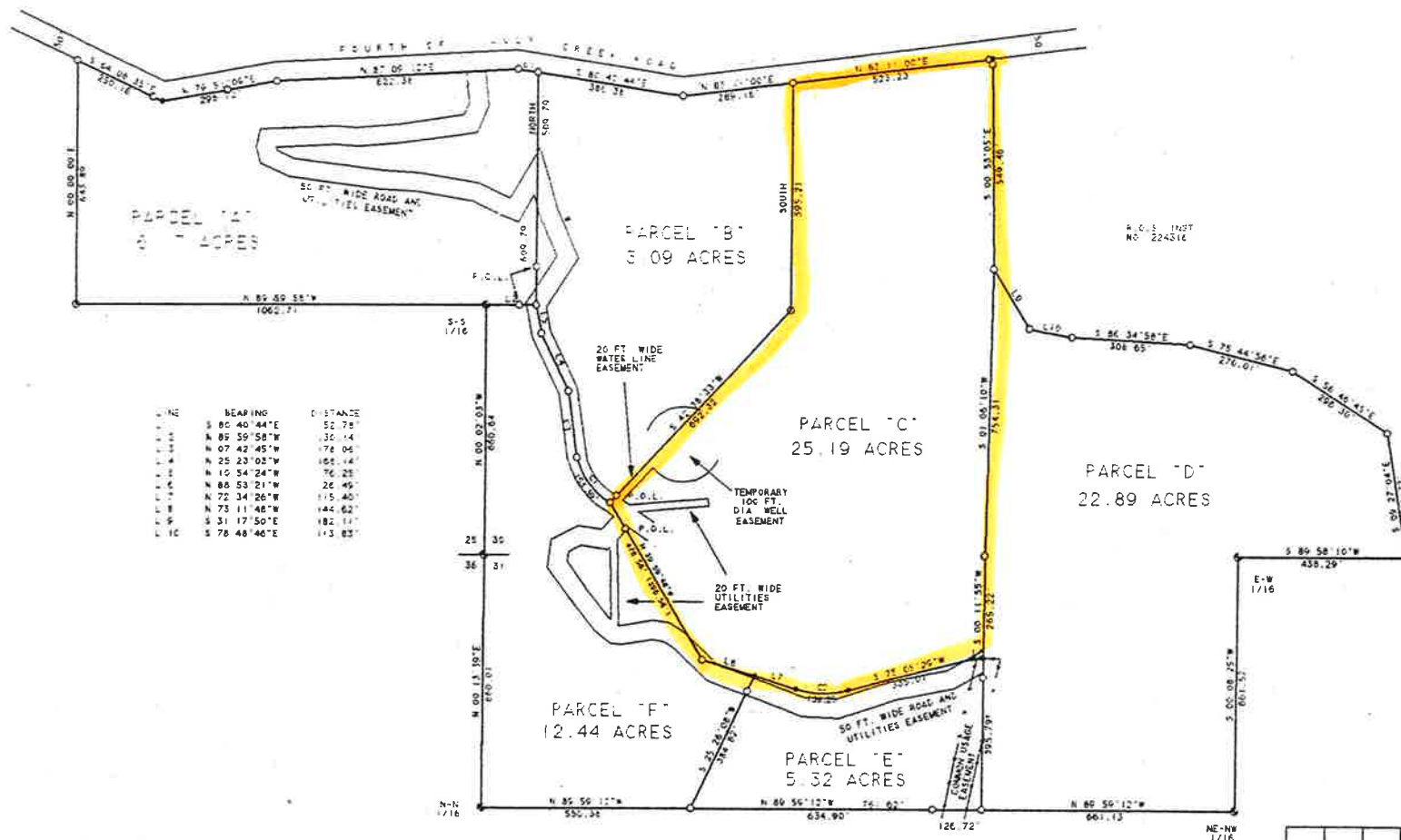
LOCATED IN SW 1/4, SECTION 30, NW 1/4, SECTION 31,
T. 24 N., R. 22 E., AND THE SE 1/4, SECTION 25,
T. 24 N., R. 21 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO

NOTE: SEE RECORD OF SURVEY INSTRUMENT NUMBERS 224316 AND 210070



SCALE 1" = 200.00'

- U.S.F.S. BRASS CAP
- CALCULATED POINT (NOT SET)
- 5/8" X 24" REBAR WITH PLASTIC CAP
- MARKED WADE PLS 5080
- EXISTING FENCE
- 5/8" X 24" REBAR WITH PLASTIC CAP
- 5/8" X 24" REBAR WITH PLASTIC CAP
- 5/8" X 24" REBAR WITH PLASTIC CAP
- 5/8" X 24" REBAR WITH PLASTIC CAP



LINE	BEARING	DISTANCE
1-2	S 80° 40' 44"E	52.75'
2-3	N 89° 59' 58"W	30.14'
3-4	N 07° 42' 45"W	78.06'
4-5	N 25° 23' 05"W	188.14'
5-6	N 10° 54' 24"W	76.25'
6-7	N 88° 53' 21"W	26.49'
7-8	N 72° 34' 26"W	115.40'
8-9	N 73° 11' 48"W	144.62'
9-10	S 31° 17' 50"E	182.11'
10-11	S 78° 48' 46"E	113.83'

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	46° 41' 02"	188.26	153.39'	81.24'	149.18'	N 36° 39' 13"W
C 2	32° 20' 05"	246.75	139.25'	71.53'	137.41'	N 88° 44' 28"W



1/4	SEC	T	R
	30	24N	22E
	31	24N	22E
	25	24N	21E

WADE SURVEYING
P.O. BOX 1175
208-756-3070
SALMON, IDAHO 83467

COPELAND'S FOURTH OF JULY CREEK PROPERTY
PROTECTIVE AND RESTRICTIVE COVENANTS

1. All lots shall be residential-agriculture. No structure shall be erected, altered, placed or permitted to remain on any portion of these lands other than a single family dwelling, private garage and other such outbuildings as may be incidental to the residential-agriculture use of the land. Out buildings shall be limited to one shed or barn to house; one tool shed and/or woodshed; and one well house.
2. All lots shall have individual wells and sewage systems. All utilities shall be buried under ground.
3. No structure of temporary character, RV trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot as a permanent residence.
4. Homes shall be no less in value of \$100,000 with a cost of living index annual adjustment. Metal siding and certain types of plywood not intended for siding are not allowed. Homes shall have either an attached double carport or garage. All buildings will be of neutral earthtone colors (includes roof).
5. Only horses and cows, one per acre; no keeping of pigs, sheep and/or goats on lot. EXCEPTION: 4-H and high school projects. Dogs, cats, fish, birds and other household pets may be kept on lots provided they are not kept in unreasonable quantities. If any animal is kept on lot, the owner must construct and maintain wooden or wire fencing which is adequate to keep animals on lot.
6. No trash or other refuse (including disabled vehicles) shall be thrown, dumped or disposed of or permitted to remain on any lot either vacant or otherwise. All household waste shall only be kept in sanitary containers properly sealed from other lot owners. No incinerators shall be permitted.
7. Parcel "A" will be a common area equally owned by all lot owners. Each owner will be equally responsible for taxes, road and bridge maintenance, and any other expense associated with this parcel.
8. Parcel "D" - 22.89 acres with the pond has a proportionate share of Water Right # A7500143A - (.60 CFS). Parcels "B" and "C" have proportionate share of Water Right #A75-00147 (.80 CFS). The existing water rights shall be divided on a pro-rated percentage based on the acreage of each lot.
9. All lot owners shall have an easement to Forest Service Property. (Between lot 4 & 5)
10. No splits of property will be allowed.

11. No businesses will be allowed, only cottage industries.

12. Owner Association Membership. Every Owner shall be Member of the Owners Association. Each Ownership shall constitute one Member and one vote. Any change in these covenants will require a majority vote of all members.

Daniel Copeland
DANIEL COPELAND

Janice Copeland
JANICE COPELAND

STATE OF IDAHO

County of Lemhi --ss

On this 3rd day of August 1998, before me, the undersigned a Notary Public in and for said state personally appeared DANIEL COPELAND AND JANICE COPELAND known to me to be the persons whose names are subscribed to the with in instrument and acknowledged to me that he/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.



For All

Notary Public for Idaho, residing at Salmon
My commission expires: 2-19-2003

237530

State of Idaho)
County of Lemhi) SS No. _____
This instrument was filed for record at the request
of Janice Copeland
at 3:23 o'clock Pm 8-3 1998
and duly filed and indexed in the records of Lemhi
County

Aluzaria Waderrick
Ex-Officio Recorder

Janice Copeland
Janice Copeland

SANITARY REGULATIONS AND RECOMMENDATIONS

Copeland Lot Split - 4th of July Creek

The subject subdivision has been reviewed for sanitary restrictions described in Idaho Code Section 50-1328. The following comments are intended to inform and educate all parties as to the sewage disposal and/or potable water situations particular to this development.

Sewage disposal:

This lot split plat includes a parcel that is not part of the lot split process. Parcel D is a separate parcel that has not been fully evaluated at the time of plat signature. Testholes will need to be reviewed on this parcel.

All other parcels have had testholes reviewed and are suitable for subsurface sewage disposal. Lot sizes are such that there are several home sites possible. If selected homesite is in a location that soil conditions may change or be in question a testhole may be required prior to the issuance of a permit.

Parcel C is the site of an existing home.

Potable water:

There is one existing well in the immediate area of the subject parcels on Parcel C. It appears that potable water is available.

These lots are subject to all applicable public health and sanitation needs and regulations, as well as county ordinances. No inhabitable dwelling will be constructed without a valid sewage disposal permit.

Steve Adams
EHS signature

7/30/98
Date

NOTARY STATEMENT:

Steve Adams personally appeared before me, a notary, on the 30th day of July 1998 and signed the above document of his own free will.

My commission expires 03/10/2003



SANITARY RESTRICTIONS INSTRUMENT CERTIFICATION

These SANITARY REGULATIONS AND RECOMMENDATIONS hereto attached to

Copeland Lot Split - 4th of July Creek

are the SANITARY ATTACHMENTS stipulated under the SANITARY RESTRICTIONS of said plat.

BY: Steve Adams DATE: 7/30/98
Environmental Health Specialist District 7 Health Dept.

~~237515~~ COUNTY RECORDER'S CERTIFICATE

Instrument No. 237515

STATE OF IDAHO)

SS.

COUNTY OF LEMHI)

This instrument was filed for record at the request
of Opence Copeland

at 1:05 o'clock, on August 3 19 98 and duly filmed and indexed in the

Records of Lemhi County, Idaho.

Opna Stokes
Deputy

Albert Anderson
Ex-Officio Recorder

FEES 16.00



State of Idaho

SCANNED

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 30, 1999

DAN COPELAND
SALMON ID 83467

RE: CHANGE IN OWNERSHIP FOR A75-00147A

Dear Mr. Copeland:

It has come to our attention that you may have recently purchased a tract of land in Lemhi County. The property to which I am referring was most recently owned by Enoch Hansen. The legal description is as follows:

T22N R22E S30 SW1/4 SW1/4
T24N R22E S31 NW1/4 NW1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Cheri Vondermeulen

For Autumn Jones
Records Clerk

Enclosure(s)

SCANNED
OCT 05 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 23, 1999

ENOCH & LINDA HANSEN
2195 MIDDLEFIELD RD
BOISE ID 83704

RE: CHANGE IN OWNERSHIP FOR A75-00147

Dear Mr. and Mrs. Hansen:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A75-00147A, 0.61 cfs on 16 acres, Hansen
A75-00147B, 0.19 cfs on 5 acres, Wolf

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Jennifer Hoagland'.

Jennifer Hoagland
Technical Records Specialist

Enclosure

DELOG EC 8/4/89

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

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

RECEIVED

AUG 03 1999

Department of Water Resources
 Eastern District Office

1. Water Right or Adjudication Claim No(s): A75-00147
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** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant Daniel and Janice Copeland
4. New Owner/Claimant(s) JOHN M. WOLF and BARBARA G. WOLF
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 12830 HOPEWELL ROAD
 City, State and ZIP Code ALPHARETTA, GEORGIA 30004
 New Telephone Number () 770-475-6109

5. Date you acquired the property OCT. 1998

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 8.0 Number and type of stock _____

Diversion rate in CFS .30 Number of homes _____ Other uses _____

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.

7. Signature of New Owner or Claimant(s) John M. Wolf
Barbara G. Wolf

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

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 75-147A
Date Received: 4/12/1990
Receipt No: X999999
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

CARL J HADDON Phone: (208) 865-2015
34 CUTLER RD
NORTH FORK ID USA 83466

JANET L HADDON Phone: (208) 865-2015
34 CUTLER RD
NORTH FORK ID USA 83466

2. Date of Priority: 04/01/1896

3. Source: FOURTH OF JULY CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
24N	22E	29	SW SW NW	LEMHI	

5. Description of diverting works:

SOUTHSIDE DITCH (DITCH NO. 6).

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	8/01	0.61	

7. Total Quantity Appropriated is:
0.61 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
----------	-------	---------	----------------	-----	-------

24N	22E	30	SW	SW	IRRIGATION	11
					Section Acres	11
24N	22E	31	NW	NW	IRRIGATION	5
					Section Acres	5
					Total Acres	16

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

THE PLACE OF USE INCORRECTLY GAVE THE TRACT NW,NW SECT. 30.
THIS WAS CORRECTED TO THE SW,SW SECTION 30.

15. Basis of Claim: Decreed

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A75-00147A
Date Received: 4/12/1990
Receipt No: X777777
Received By:

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ENOCH C HANSEN
Address: 2195 MIDDLEFIELD RD
BOISE ID

83704

208-375-1069

OR

Name: LINDA HANSEN
Address: 2195 MIDDLEFIELD RD
BOISE ID

83704

208-375-1069

2. Date of Priority: APR 1, 1896

3. Source: FOURTH OF JULY CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
24N	22E	29	SW	SW	NW		LEMHI

5. Description of diverting works:
SOUTHSIDE DITCH (DITCH NO. 6).

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	08/01	0.610		
IRRIGATION	08/02	11/01	0.460		

7. Total Quantity Appropriated is:
0.610 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A7500147A



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	22E	30	SW	SW		IRR	11.0
						Section Acres	11.0
		31	NW	NW		IRR	5.0
						Section Acres	5.0
						Total Acres	16.0

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:

THE PLACE OF USE INCORRECTLY GAVE THE TRACT NW,NW SECT. 30.
THIS WAS CORRECTED TO THE SW,SW SECTION 30.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MERRILL M. BROWN, ET AL.,
Decree Plaintiff

FRANK R. NELSON, ET AL.
vs Decree Defendant