

11/14/2006

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

RIGHT NUMBER: 75-14099

NAME AND ADDRESS: DANIEL KEVIN MOORE
C/O KENT W FOSTER, HOLDEN, KIDWELL, HAHN, & CRAPO, PLLC
PO BOX 50130
IDAHO FALLS ID 83405

SOURCE: WALLACE CREEK

TRIBUTARY: SALMON RIVER

QUANTITY: 0.100 CFS

PRIORITY DATE: 04/17/1923

POINT OF DIVERSION:

T22N R21E S1 NESW Within LEMHI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	0.100 CFS

PLACE OF USE: IRRIGATION in LEMHI County

T23N R22E S31 SWSW 5.00

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

RECEIVED

MAY 08 2007

DEPARTMENT OF
WATER RESOURCES

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.

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
AJ 75-14099					
AJ 75-14102					

RECEIVED
MAY 24 2007
IDWR/North

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)	Kevin Daniel Moore % Kent Fork IDAHO Falls ID 83405
4. New Owner/Claimant(s)	Charles Muir
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	76- Aldous Dr
City, State and ZIP Code	Solman ID 83410
New Telephone Number	(208) 756-7932

SCANNED

MAY 21 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

June 4, 2007

CHARLES AND MYRIAM MUALEM
76 ALDOUS DR
SALMON ID 83467

RE: Snake River Basin Adjudication (SRBA)
Notice of Change of Water Right Ownership Fee
Notices of Claim to a Water Right #75-14099 and 75-14102

Dear Claimants:

The Notices of Claim referenced above are still pending before the SRBA District Court; therefore, no fees were due. The refund process has been initiated with the State Auditor's Office for the \$50.00 fee you paid on receipt #C084036. You should receive a check soon.

Please don't hesitate to contact me if you have questions or need additional information.

Sincerely,

Donald V. Shaff, MPA
Adjudication Bureau Chief

DVS:ss:region:ref

REFUND REQUEST

TO: *Don Shafer* S. Sherman to Log In
 FOR: *C. Fritschle/D. Allen*
 FROM: *S. Sherman* Date: *6-4-07*
 SUBJ: Receipt No. *Co 84036* (Please attach ARQ2 Receipt copy immediately behind blue form)

RE: PayOR *Charles or Myriam Mua Lem*
 Address *76 Aldous Dr.*
Salmon ID 83461

Claimant(s) if NOT Payor *—*

Refund Amount \$ *50.-* Claim Location (Region/Claimant)

Extension Filed? Y/N NA Copy Attached? Y/N NA

Late Fees Paid? Y/N NA Late Fee Receipt # *Co 84036*

S.O. Verified Ext. by *—* on *—* D.B. Query by *—*

Refund Generated By (☒ Agent) () Claimant

Refund Category:
 insufficient fees / claim incomplete / withdrawn no-pmt

Date of Last Correspondence (copy attached) *—*

Claim No.	Use*	Fees Paid	Correct Fee	Rec't #
<i>75-19099</i>	<i>01</i>	<i>\$25.-</i>	<i>0</i>	<i>Co 84036</i>
<i>75-19102</i>	<i>01</i>	<i>\$25.-</i>	<i>0</i>	<i>✓</i>
<i>—</i>	<i>—</i>	<i>\$</i>	<i>—</i>	<i>—</i>
<i>—</i>	<i>—</i>	<i>\$</i>	<i>—</i>	<i>—</i>
<i>—</i>	<i>—</i>	<i>\$</i>	<i>—</i>	<i>—</i>
<i>—</i>	<i>—</i>	<i>\$</i>	<i>—</i>	<i>—</i>
Total		<i>\$</i>	<i>\$</i>	

*Incomplete claims or insufficient fees for irrigation use will generally NOT be refunded. D.E. claim in AJSP1 at minimum.

Detailed Reason(s) for Refund Attached Y(N)

No fee due. Not decreed yet.

Region AJ Spvsr. Approval *—*

S.O. AJ Spvsr. Approval *—*

C. Fritschle Approval *6-14-07*
D. Shafer

Hold *—* To Fiscal *6-4-07*

Logged *6-4-07*

Data Base Modified? Y/N NA A &/or R Records By *—* on *—*

5. Date you acquired the property

11-11-09

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)



(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
 Received by AMB
 Received by AMB
 Processed by _____ AJ

 Date 5.8.07
 Date 5.8.07
 Date _____

 Receipt Amt. \$50.00
 Receipt No. 2084036
 WR _____ Date _____

Warranty Deed

260961

For Value Received
JEFFREY V. WAITE
a single person,

the grantor, do hereby grant, bargain, sell and convey unto

CHARLES W. MUALEM, a single person,
1829 Salmon River Road, Shoup ID 83469

whose current address is

the grantee, the following described premises, in Lemhi County Idaho, to wit:

LOT 19 DIAMOND CREEK SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO. 45, AND AMENDED BY AFFIDAVIT AUTHORIZING CHANGE IN PLAT RECORDED OCTOBER 28, 1982, AS INSTRUMENT NO. 169591 RECORDS OF LEMHI COUNTY, IDAHO... AMENDED BY PLAT RECORDED JUNE 10, 1999 IN BOOK 6 OF PLATS AT PAGE 92, AS INSTRUMENT NO. 240858 AND AMENDED BY PLAT RECORDED MAY 24, 2000 IN BOOK 7 OF PLATS AT PAGE 18, AS INSTRUMENT NO. 244311, AMENDED BY PLAT RECORDED AUGUST 19, 2004 IN BOOK 8 OF PLATS AT PAGE 7, AS INSTRUMENT NO. 259790.

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, HIS heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he IS the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 11 2004

Jeffrey V. Waite
JEFFREY V. WAITE

STATE OF IDAHO, COUNTY OF Lemhi--ss
On this 11th day of November, 2004
before me, a notary public in and for said State, personally appeared

JEFFREY V. WAITE

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.



For Allen
Notary Public
Salmon, Idaho

State of Idaho)
County of Lemhi) SS No.

260961

This instrument was filed for record at the request
of ALLIANCE TITLE
at 3:20 o'clock p.m. 11/18/2004
and duly filmed and indexed in the records of Lemhi
County Terri J. Morton
Ex-Officio Recorder

By *Sue Duckert* Deputy

Fee 3.00

Return to

COPIED

MAY 21 2007

Idaho Department of Water Resources Receipt

Receipt ID C084036

Payment Amount \$50.00 Date Received 5/8/2007 2:35:58 PM Region State Status
Payment Type Check Check Number 1760

Payer MUALEM CHARLES OR MYRIAM

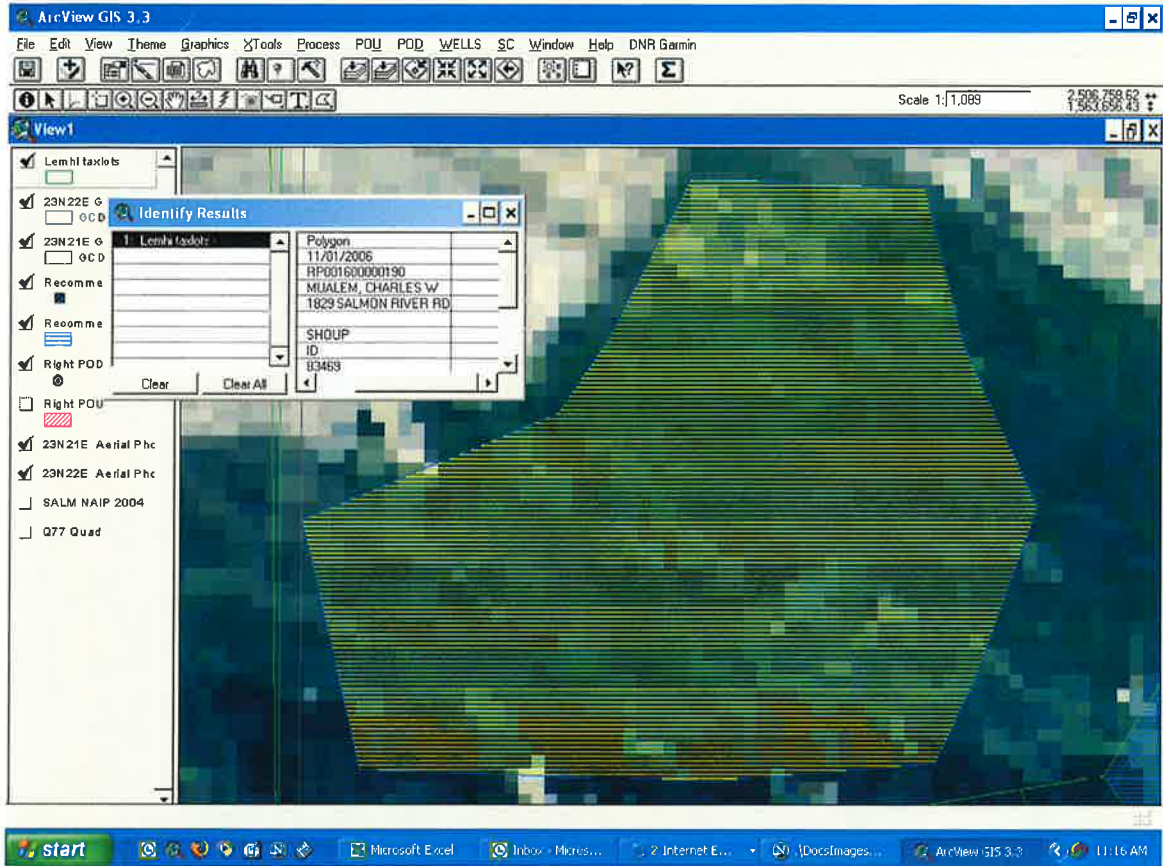
Comment 75-14099 75-14102

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$50.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155



Signature Line (Dept. Representative)



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

CLAIM NO(s). 75-14099

1. ☐ No Change NAME IS SAME
☒ NEW OWNER: Charles W. Mualem
☐ No Change ADDRESS
☒ NEW ADDRESS: 1829 Salmon River RD Shoup ID 83469
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.: A0015060 File W62405 P001

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:

headgate in creek, ditch to place of use, flows
irrigation

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 *See Remarks*

☐ 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: <u>irr</u>	Township <u>23N</u>	Range <u>21E</u>	Section <u>36</u>	<u>1/4</u>	<u>SE</u>	<u>1/4</u>	<u>SE</u>
Use: <u>irr</u>	Township <u>23N</u>	Range <u>22E</u>	Section <u>31</u>	<u>1/4</u>	<u>SW</u>	<u>1/4</u>	<u>SW</u>
Use: _____	Township _____	Range _____	Section _____	<u>1/4</u>	_____	<u>1/4</u>	_____
Use: _____	Township _____	Range _____	Section _____	<u>1/4</u>	_____	<u>1/4</u>	_____

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

appears to irrigated acres in 23N 21E 36 SESE not covered
by this claim. These lands may be should be covered by
a portion of 75.4385. measurement a head of ditch was
.30 on a 1.5' Cippoletti Wier = .636 cfs

☐ SYSTEM DIAGRAM INCLUDED

☐ NA

☒ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: 7-8-05

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

March 9, 2004

DANIEL & SANDRA MOORE
10624 S EASTERN AVE STE N
HENDERSON NV 89052

Dear Mr. & Mrs. Moore:

Our department received your ownership change request for water rights in the Diamond Creek Subdivision. Due to the confusing nature of these rights, we have decided not to process ownership changes until our agents conduct field exams of the Salmon River drainage in 2005.

While I cannot guarantee you have water rights, if your property was historically irrigated, it is likely you have a share of the Diamond Creek rights.

Respectfully,

A handwritten signature in cursive script that reads "Ernest Carlsen".

Ernest Carlsen
Water Rights Supervisor

cc: Kent Foster, Holden Kidwell Hahn & Crapo

LO + 19



EASTERN REGION

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 9, 2004

JEFF & GAIL WAITE
PO BOX 75
CARMEN ID 83462

Dear Mr. & Mrs. Waite:

Our department received your ownership change request for water rights in the Diamond Creek Subdivision. Due to the confusing nature of these rights, we have decided not to process ownership changes until our agents conduct field exams of the Salmon River drainage in 2005.

While I cannot guarantee you have water rights, if your property was historically irrigated, it is likely you have a share of the Diamond Creek rights.

Respectfully,

A handwritten signature in cursive script that reads 'Ernest Carlsen'.

Ernest Carlsen
Water Rights Supervisor

cc: Kent Foster, Holden Kidwell Hahn & Crapo

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
CHARLES A. HOMER
GARY L. MEIKLE
DONALD L. HARRIS
DALE W. STORER
MARIE T. TYLER
ROBERT M. FOLLETT
FREDERICK J. HAHN, III
KARL R. DECKER
THEL W. CASPER*
SHAN B. PERRY
AMELIA A. SHEETS
DeANNE CASPERSON**

US BANK BUILDING
330 SHOUP AVENUE, THIRD FLOOR
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
FACSIMILE (208) 523-9518
E-MAIL KFOSTER@HOLDENLEGAL.COM

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

Of Counsel
Fred J. Hahn

*Also Licensed in Utah and Arizona
**Licensed in Missouri & Kansas

April 24, 2003

Idaho Department of Water Resources
Attn: Jennifer
900 N. Skyline Dr., Ste. A.
Idaho Falls, ID 83402

Dear Jennifer:

We have been contacted by Mr. Jeffrey V. Waite of Carmen Idaho with respect to a Notice of Change of Water Right Ownership for a significant portion of water right claim number 75-4385. As you can see from the attached photocopy of a previous "Notice of Change of Water Right Ownership", Mr. Waite previously filed such a notice which appears to have been received at your office on November 27, 1996. However, Mr. Waite was recently informed that there is no record of his ownership at IDWR and when we checked the Internet site, we were unable to find evidence of such a record.

In any event, there have been some further changes in ownership since Mr. Waite filed the first set of documents in 1996. First, Mr. Waite has been divorced. Second, Mr. Waite has further conveyed the portion of the right for lot number 19 of the Diamond Creek Subdivision to Dr. Kevin Moore of Nevada.

We are enclosing new notices with this letter, one for Mr. Waite and one for Dr. Moore, together with copies of the deeds reflecting the changes. We will appreciate it if you will make the appropriate changes in the records and notify us as soon as that is possible. If there is anything else we may provide, we will be happy to hear from you at your convenience.

Yours very truly,



Kent W. Foster

Enclosures

G:\WPDATA\KWF\10939 WAITE, JEFF\Jennifer, IDWR 042403.wpd:cdv

RECEIVED

APR 25 2003

Department of Water Resources
Eastern Region

DC
11-27-96

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.

1. Water Right Number(s) A75-04385 RECEIVED
Adjudication Claim Number(s) A75-04385 NOV 27 1996
2. The following REQUIRED information must be submitted with this form. Department of Water Resources
Eastern Region
- 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 on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Derrold SLAVIN, BARRY MARCUS, SANDY SIMS AKA
TWO DOGS PARTNERSHIP
PO Box 44 CARMEN ID 83462
4. New Owner/Claimant(s) Jeff V. & Ann Gail A. White
Name connector (Check one): [] AND, [] OR, [] AND/OR
New Mailing Address PO Box 75 E
- City, State and ZIP Code Carmen ID 83462
New Telephone Number (208) 752-4308
5. Date you acquired the property 9-23-85
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 actually irrigated 50 ac Number and type of stock _____
- Diversion rate in CFS ^{See Dec 1} 30 ft of W-2 Number of homes _____ Other uses _____
cubic feet per second
- 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/Claimant(s) Jeff White Date 11/19/96
Date _____

- (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

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.

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
75-4385					

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 rights(s) or claims(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 your water rights(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 Jeffrey V. Waite
P.O. Box 75, Carmen, ID 83462
4. New Owner/Claimant(s) Daniel Kevin Moore and Sandra Gaye Moore, husband and wife
 Name connector (check one): [☒] and [☐] or, [☐] and/or
 New Mailing Address 10624 S. Eastern Ave., Ste. N.
 City, State and ZIP Code Henderson, NV 89052
 New Telephone Number 702-407-6700
5. Date you acquired the property March 2, 2001

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	0.1 cfs	5 Acres
Stock		
Domestic		
Other		
TOTAL	0.1 cfs for 5 acres	

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 attached 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.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ Date _____ WR _____ Date _____

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

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Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
75-4385					

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

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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) Two Dogs Partnership, an Idaho General Partnership composed of Howard Sandy Simms Derrold T. Slavin & Gary Marcus
P.O. Box 31, Carmen, ID 83462
4. New Owner/Claimant(s) Jeffrey V. Waite
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 75
- City, State and ZIP Code Carmen, ID 83462
- New Telephone Number 208) 756-4308
5. Date you acquired the property September 23, 1985

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>75-4385</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>0.5 cfs</u>	<u>25 acres</u>
Stock	<u> </u>	<u> </u>
Domestic	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>
Total	<u>0.5 cfs for 25 acres</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 _____

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) Jeffrey V. Wanta
(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 _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

QUITCLAIM DEED

For value received, I, **JEFFREY V. WAITE** (Grantor), do hereby convey, release, remise and forever quit claim the following described premises unto, **DANIEL KEVIN MOORE** and **SANDRA GAY MOORE**, husband and wife (Grantee), whose address is 10624 S. Eastern Avenue, #N, Henderson, Nevada 89052:

Lot 19, Diamond Creek Subdivision, according to the official plat thereof filed for record in Book 5 of Plats at page No. 45 and amended by Affidavit authorizing change in Plat recorded October 28, 1983, as Instrument No. 169591, records of Lemhi County, Idaho.

Together with and subject to the following new conditions, restrictions and/or easements:

1. Access to Lot 19 through Lot 20 as hereinafter surveyed by the parties hereto in addition to that access provided per Plat;
2. Access, for the purpose of irrigation, to the ditch and head gate which serves Lots 18 and 20;
3. A thirty (30') foot easement at grade for future irrigation pipeline to serve Lot 18 conditional to being located within One hundred (100') feet of the south property line of Lot 19 and that any construction therein involved return the surface of said Lot 19 to its original state, subject to the final approval of the owner of Lot 19 and which construction shall create no new roads except for temporary use to construct the pipeline.
4. Any new building construction shall have a minimum Three hundred (300') foot setback from any adjacent property line of Lots 18 and/or 20.
5. Grantor shall have a ninety (90) day right of first refusal on any subsequent sale of said Lot 19 by Grantees.

Said parcel containing 19.141 acres, more or less.

Subject also to all previously existing patent reservations, easements, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, together with all appurtenances and water rights.

DATED: 3/2/01

Jeffrey V. Waite
JEFFREY V. WAITE

STATE OF IDAHO)

:ss

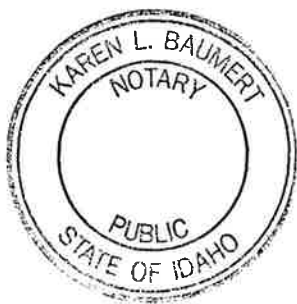
County of Lemhi)

On this 2nd day of March, 2001, before me a notary public in and for said state, personally appeared JEFFREY V. WAITE, known to me to be the person whose name is

ORIGINAL

~~COPY~~

subscribed to the within instrument, and acknowledged to me that he executed the same.



Karen Baumert
Notary Public for Idaho
Residing at: Salmon, Id
My Commission Expires: 8-2-2005

246594

I hereby certify that this instrument was filed for record at the request of Jeffrey V. Waite
at 26 minutes past 4:00 o'clock P m., this
2nd day of March, 2001, in my office, and duly recorded in Book of Deeds at Page

Terri J. Morton
Ex-Officio Recorder

By:

Anna Eagh
Deputy

Fees \$ 6.00

Warranty Deed

For Value Received GAIL A. WASSON AND GLENN SEBER,
husband and wife,

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

JEFFREY V. WAITE, a single person,

whose current address is Box 75, Carmen ID 83462

the grantee, the following described premises, in Lemhi County Idaho, to wit:

LOT 19 DIAMOND CREEK SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO. 45, AND AMENDED BY AFFIDAVIT AUTHORIZING CHANGE IN PLAT RECORDED OCTOBER 28, 1982, AS INSTRUMENT NO. 169591 RECORDS OF LEMHI COUNTY, IDAHO... AMENDED BY PLAT RECORDED JUNE 10, 1999 IN BOOK 6 OF PLATS AT PAGE 92, AS INSTRUMENT NO. 240858 AND AMENDED BY PLAT RECORDED MAY 24, 2000 IN BOOK 7 OF PLATS AT PAGE 18, AS INSTRUMENT NO. 244311.

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

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee, that they the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: June 1 2000

Gail A. Wasson
GAIL A. WASSON

Glenn Seber
GLENN SEBER

STATE OF IDAHO, COUNTY OF Lemhi--ss
On this 1st day of June 2000xx,
before me, a notary public in and for said State, personally appeared

GAIL A. WASSON AND
GLENN SEBER
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Residing at SALMON
Comm. Expires 2-19-2003
Notary Public
Idaho

244433
This instrument was filed for record at the request of Alliance Title
dated June 6, 2000
by the County Clerk of Lemhi
Sara J. Moore Deputy
3rd fl

Excluded by the

ALLIANCE

DEED OF TRUST

THIS DEED OF TRUST, Made this 1ST day of JUNE, 2000, between JEFFREY V. WAITE, a single person, hereinafter called GRANTOR, whose address is Box 75, Carmen ID 83462 The Alliance Title & Escrow Corp., herein called TRUSTEE, and GAIL A. WASSON SEBER AND GLENN SEBER, husband and wife, herein called BENEFICIARY, whose address is Rt 1 Box 82-5, Salmon, ID 83467 WITNESSETH: That 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:

LOT 19 DIAMOND CREEK SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO. 45, AND AMENDED BY AFFIDAVIT AUTHORIZING CHANGE IN PLAT RECORDED OCTOBER 28, 1982, AS INSTRUMENT NO. 169591 RECORDS OF LEMHI COUNTY, IDAHO... AMENDED BY PLAT RECORDED JUNE 10, 1999 IN BOOK 6 OF PLATS AT PAGE 92, AS INSTRUMENT NO. 240858 AND AMENDED BY PLAT RECORDED MAY 24, 2000 IN BOOK 7 OF PLATS AT PAGE 18, AS INSTRUMENT NO. 244311.

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 THIRTY SEVEN THOUSAND AND NO/100 Dollars, \$37,000.00, final payment due June 1, 2015

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 of the note 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 thereon; 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 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 the rate of interest specified in the above described promissory note.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so 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, convey 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 Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be retored in the office of the recorder of each county wherein said real property or some part thereof is situated.

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 the rate specified in the above described promissory note; 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.

Request 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 hereinbefore set forth.

Jeffrey V. Waite
JEFFREY V. WAITE

STATE OF IDAHO, COUNTY OF Lemhi--ss
On this June day of June, 192000
before me, a Notary Public in and for said State, personally appeared

JEFFREY V. WAITE

Known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.

[Signature]
Notary Public,
Residing at SALMON, Idaho.
Commission Expires 2-19-2003

Page of Deed } 244434
County of Lemhi } SS 15
This instrument was filed for record at the request
of Alliance Title
2:47 PM 6-6-2000
and is filed in the records of Lemhi
County, Idaho.
Test: [Signature] Deputy
Filed 6 PM
Public to

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated June 6, 192000

Furnished through the
courtesy of

ALLIANCE
TITLE

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Idaho, 192000
, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to:

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

WARRANTY DEED

For Value Received

TWO DOGS PARTNERSHIP, a General Partnership,

the grantor, does hereby grant, bargain, sell and convey unto

JEFF V. WAITE and GAIL A. WAITE, whose address is
Highway 209, No. 14853, Leavenworth, WA 98826,

the grantees, the following described premises, to-wit:

Lot 20, Diamond Creek Subdivision, according to the official plat thereof, recorded as instrument No. 154 000
records of Lemhi County, Idaho.

Together with 25/88ths of the water right, if any, acquired by Seller by reason of filing of claim to a water right with Department of Water Resources, State of Idaho, having priority date of April 17, 1923 for 1.8cfs for irrigation use from April 1 to October 15 from Wallace Creek, a copy of said claim being attached hereto as Exhibit A and by reference made a part hereof, any such water right acquired by reason of such filing being subject to all other claims to water from said creek having a prior priority date.

Subject to easement for existing pipeline through which water flows across said property to Lot 19 in said subdivision and subject to easement for existing pipeline through which water flows across said property to other lots downhill from said property in said subdivision said easements being reserved to Seller for said pipelines and for maintenance thereof for flow of water through same said Lot 20 being burdened with the obligation by Grantees to pay 25/88ths of the expenses of maintaining the ditches and pipelines through which water from Wallace Creek flows to lots 13 through 21 inclusive in said subdivision.

Subject to applicable government regulations and restrictions, easements and rights of way of record or apparent upon visual examination of the property, reservations contained in the United States patent or other original conveyance from the United States and restrictive covenants.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee s, that ~~he~~ it the owner in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove described.

it
and that ~~he~~ will warrant and defend the same from all lawful claims whatsoever.

Dated: September 23, 1985.

TWO DOGS PARTNERSHIP,

Howard Sandy Sims
Howard Sandy Sims

Derrold T. Slavin
Derrold T. Slavin

STATE OF IDAHO, COUNTY OF

On this 23rd day of Sept, 1985,
before me, a notary public in and for said State, personally
appeared *Howard Sandy Sims*

Derrold T. Slavin

known to me to be the person *S* who *S* name *S*
subscribed to the within instrument, and acknowledged to
me that *they* executed the same.

Derrold T. Slavin
Notary Public
Residing at *Salem*, Idaho
Comm. Expires *LIFE*

STATE OF IDAHO, COUNTY OF

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

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.
Fees \$ _____
Mail to: _____

1683

QUITCLAIM DEED

For Value Received, GAIL A. WASSON, f/k/a GAIL A. WAITE, hereby conveys, releases, remises and forever quit claims unto JEFFREY V. WAITE, whose current address is P.O. Box 75, Carmen, Idaho, the premises in Lemhi County Idaho, more particularly described as follows, to-wit:

Lot 20, Diamond Creek Subdivion, according to the official plat thereof filed for record in Book 5 of Plats at Page No. 45 and amended by Affidavit authorizing change in Plat recorded October 28, 1983, as Instrument No. 169591, records of Lemhi County, Idaho.

together with their appurtenances.

DATED: 7-3, 1997

Gail A. Wasson
Gail A. Wasson

STATE OF IDAHO)
:ss.
County of Lemhi)

On this 3RD day of July, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared GAIL A. WAITE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

[Signature]
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires:

State of Idaho)
County of Lemhi

235000
SS No. _____

This instrument was filed for record at the request
of alliance title
at 3:33 o'clock p m 12-15 1997
and duly filmed and indexed in the records of Lemhi
County

Alberta Wiederrick
Ex-Officio Recorder

By Patti Burns Deputy

Fee \$ 10.00

Return to alliance

WARRANTY DEED

For Value Received, TWO DOGS PARTNERSHIP, a general partnership, GRANTOR, does hereby grant, bargain, sell and convey unto JEFF V. WAITE and GAIL A. WAITE, husband and wife, whose present address is P. O. Box 75, Carmen, Idaho 83462, the GRANTEES, the following described premises in Lemhi County, Idaho, to-wit:

Lot 19, Diamond Creek Subdivision, according to the official plat thereof recorded as Instrument No. 159004, Lemhi County, Idaho.

Subject to applicable governmental regulations and restrictions, easements of record or apparent upon visual examination of the property, reservations contained in the United States Patent or other conveyance from the United States and restrictive covenants and sanitary restrictions applicable to the Diamond Creek Subdivision.

Also subject to a permanent 200 ft. wide easement along, adjacent and parallel to the south boundary of Lot 19, for the purpose of drilling, equipping, maintaining, repairing and replacing a well and related facilities, including one or more pipelines leading to and from said well and access road, which easement is hereby reserved to Seller, its transferees, successors and assigns.

TO HAVE AND TO HOLD the said lot unto the Grantees, their heirs and assigns forever. Grantor does hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises; that said premises are free from all encumbrances not referenced above and that it will warrant and defend the same from all lawful claims whatsoever.

Dated this 8th day of SEPTEMBER, 1992.

ss No. 216181

TWO DOGS PARTNERSHIP,

By Barry Marcus
Barry Marcus, General Partner

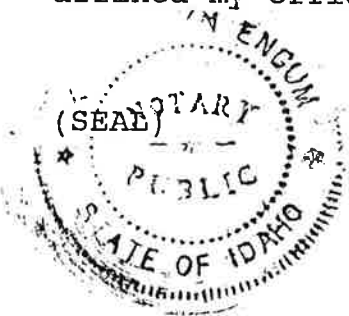
This instrument was filed for record at
the request of Barry Marcus
at 2:16 o'clock P. m. Sept. 15 1992
and duly filmed and indexed in the
records of Lemhi County
Alberta Wiederrick
Ex-Officio Recorder
by Deanne Gray Deputy
600

By Derrold T. Slavin
Derrold T. Slavin, General Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 8 day of September, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared BARRY MARCUS, known or identified to me to be one of the partners in the partnership of TWO DOGS PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kelli Lynn Engum
Notary Public for State of Idaho
Residing at: B. Boise
My Commission Expires: 10/10/92

STATE OF IDAHO)
) ss.
County of)

On this 10th day of SEPTEMBER, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared DERROLD T. SLAVIN, known or identified to me to be one of the partners in the partnership of TWO DOGS PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Teri Alb
Notary Public for State of Idaho
Residing at: SALMON
My Commission Expires: 2/19/97

STATE OF IDAHO)

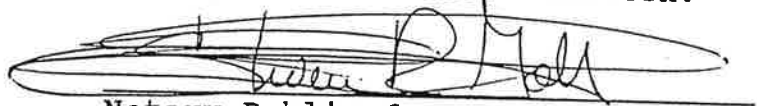
County of *Lemhi*)

ss.

On this 23RD day of July, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFF V. WAITE and GAIL A. WAITE, Husband and Wife, known or identified to me to be the persons whose names are subscribed to the within instrument and who 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.

(SEAL)



Notary Public for State of Idaho

Residing at: *Salmon*

My Commission Expires: *12-14-1997*

REAL ESTATE CONTRACT

PARTIES: TWO DOGS PARTNERSHIP, a general partnership, Seller;
and
JEFF V. WAITE and GAIL A. WAITE, husband and wife,
Buyers.

DATE: July 23, 1992.

Seller agrees to sell and Buyers agree to purchase Lot 19, Diamond Creek Subdivision, according to the official plat thereof recorded as Instrument No. 159004, Lemhi County, Idaho ("the Property"), subject to easements or record or visually apparent upon physical examination of the Property, subdivision covenants and restrictions, and any reservations contained in the original United States Patent issued with respect to the Property, on the following terms and conditions:

1. PURCHASE PRICE: \$25,000.00.
2. PAYMENT: Buyers shall pay to Seller \$1,000.00 upon execution of this Contract. The remaining balance (\$24,000.00) shall be paid on or before September 1, 1992.
3. TITLE: Seller shall convey marketable title free and clear of any lien or encumbrance except applicable governmental regulations and restrictions, easements of record or apparent upon visual examination of the Property, reservations contained in the United States Patent or other original conveyance from the United States and restrictive covenants and sanitary restrictions applicable to the Diamond Creek Subdivision. In addition, title is subject to reservation by Seller of a 200 ft. wide easement along, adjacent and parallel to the south boundary of Lot 19, for

RECEIVED

DEC 16 1992

Department of the Interior
Bureau of Land Management

the purpose of drilling, equipping, maintaining, repairing and replacing a well and related facilities, including one or more pipelines leading to and from said well and access road.

4. TITLE INSURANCE: Seller shall furnish title insurance in the amount of the purchase price. Buyers shall have one week after receipt of the preliminary title report within which to object to material defects of title. Seller shall have a reasonable time thereafter to correct such defects and, if unable to do so, either party may rescind this Contract upon written notice to the other, at which time all payments made shall be returned to Buyers. Reservations and exceptions to title provided in paragraph 3 above shall not be considered material defects.

5. WATER AND SEWER: Buyers must provide all water and sewer service. Seller makes no representation regarding the availability or quality of underground water. Certain sanitary restrictions apply to Lot 19. Heretofore there has been filed with the Department of Water Resources of the State of Idaho a claim to a water right having date of priority of April 17, 1923, a copy of which claim has been provided to Buyers. Said claim has been filed in the name of various partners of Seller and the quantity of said claim is 1.8 cfs. for irrigation use from April 1 to October 15, the water source being Wallace Creek. Seller makes no representation concerning the validity of said claim or the effectiveness thereof but included in the Property purchased hereunder, Seller sells to Buyers upon the terms hereof 5/88ths of said water right claim. Said claim is to flood water and is subject to

all other claims to water from said creek having a prior priority date. There exists a pipeline across a portion of Lot 9, which is subject to an easement for said pipeline. Buyers shall be responsible for their share of the expenses of maintaining the pipe and the ditches from Wallace Creek, which share shall be 5/88ths. Buyers will not hinder the flow of the water across Lot 19 which is to go to other lots in the Diamond Creek Subdivision.

6. ESCROW: The original Contract, Deed from Seller, Quitclaim Deed from Buyers and conveyance of water rights shall be deposited in escrow with Snook Lawfirm, Salmon, Idaho. All escrow costs shall be divided equally between the parties. In the event of full payment of the purchase price and any other amounts or in pursuant to this Contract, the escrowholder shall deliver all documents in escrow to Buyers. In the event of forfeiture, as hereinafter provided, the escrowholder shall deliver all papers in escrow to Seller.

7. FORFEITURE: In the event that Buyers default with respect to any provision in this Contract, Seller may give notice of such default, through the escrowholder, which notice shall be considered delivered to Buyers upon deposit in the United States Mail, registered or certified mail, return receipt requested, addressed to Buyers at the following address:

P. O. Box 75
Carmen, ID 83462

or such other address as Buyers may provide to the escrowholder in writing. In order to correct the default or defaults specified in

the notice Buyers must pay to the escrowholder any fee charged by the escrowholder and any reasonable attorney fees incurred by Seller with respect to the notice of default. In the event that Buyers do not completely rectify and cure any default or defaults within sixty (60) days after notice thereof is given, Buyers will forfeit all of their right, title and interest with respect to this contract and Lot 19, at the election of Seller.

8. REMEDIES: In the event of forfeiture, Seller may retake possession of the Property, enforce the contract according to its terms, or assert any other right or remedy it may have. In the event that suit is brought to enforce the terms of this Contract, the prevailing party shall recover its reasonable attorney fees, in addition to allowable costs. In the event of forfeiture and Seller's election to retake the Property, Buyers shall take all steps necessary to clear title in Seller's name, including the execution of all necessary documents, at Buyers' expense, and shall immediately relinquish possession to Seller.

9. RECORDING AND CONTRACT PREPARATION: Only a memorandum of this Contract shall be recorded by the parties. This Contract and related documents has been prepared by Marcus, Merrick & Montgomery acting as attorneys for Seller.

10. RESCISSION: Buyers may rescind and cancel this Contract at any time within the next five working days following the date of execution of this Contract. Such cancellation is effective upon delivery of Buyers' written notice thereof to Sandy Sims or Derrold Slavin, Salmon, Idaho.

11. MAXWELL CONTRACT: It is understood that Seller is purchasing the Property comprising the Diamond Creek Subdivision from William Maxwell pursuant to an escrowed contract. Seller covenants that it will make all of the payments required with respect to said contract and obtain release of title to Lot 19 on or before the date of Buyers final payment pursuant to this Contract.

12. ASSIGNMENT: Buyers shall not assign this Contract without the prior written consent of Seller. In the event of such consent and assignment, Buyers shall remain liable for the performance of this Contract.

13. LIQUIDATED DAMAGES: In the event of forfeiture and Seller's election to retake the Property, Seller shall retain all payments made as its liquidated damages. It is hereby agreed that said amounts represent the fair market rental value of Lot 19 prior to forfeiture and Seller's expenses incurred in connection with this transaction and retaking of the Property.

14. LIENS AND ENCUMBRANCES: Neither Seller nor Buyers shall permit any lien or encumbrance to be placed against the Property during the term of this Contract, other than the outstanding Maxwell Contract.

15. TAXES: Real property taxes shall be prorated between the parties as of September 1, 1992. The 1992 real property taxes, as well as all subsequent real property taxes during the term of this Contract, shall be paid by Buyers. Seller shall promptly reimburse the Buyers for its proportionate share of the

1992 taxes. Buyers shall furnish to Seller proof of payment of real property taxes during the term of this Contract.

16. REPRESENTATIONS: Buyers have received a copy of the plat and restrictive covenants pertaining to the Diamond Creek Subdivision, are familiar therewith, and have visually examined Lot 19 and are familiar with said Lot. Buyers understand that they are purchasing said Lot "AS IS".

17. INUREMENT: This Contract shall bind and benefit the parties, their heirs, transferees, personal representatives and assigns.

SELLER:

TWO DOGS PARTNERSHIP,

By Sandy H. Sims
Sandy Howard Sims, General Partner

By Derrold T. Slavin
Derrold T. Slavin, General Partner

BUYERS:

Jeff V. Waite
Jeff V. Waite

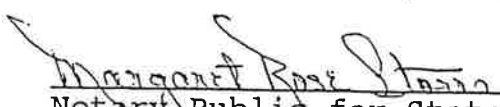
Gail A. Waite
Gail A. Waite

STATE OF IDAHO)
) ss.
County of)

On this 17th day of July, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared SANDY HOWARD SIMS, known or identified to me to be one of the partners in the partnership of TWO DOGS PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

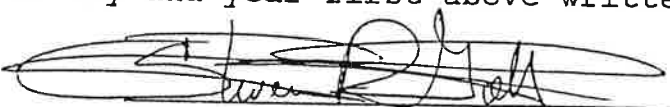

Notary Public for State of Idaho
Residing at: Boise
My Commission Expires: 05/14/98

STATE OF IDAHO)
) ss.
County of Lemhi)

On this 23rd day of July, in the year 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared DERROLD T. SLAVIN, known or identified to me to be one of the partners in the partnership of TWO DOGS PARTNERSHIP, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)


Notary Public for State of Idaho
Residing at: Salmon
My Commission Expires: 12-14-1997

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 75-14099
Date Received: 7/10/2003
Receipt No:
Received By:

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

A7514099



1. Name of Claimant(s)

DANIEL KEVIN MOORE Phone: (208)523-0620
C/O KENT W FOSTER, HOLDEN, KIDWELL, HAHN, & CRAPO, PLLC
PO BOX 50130
IDAHO FALLS ID USA 83405

2. Date of Priority: 06/01/1902

3. Source: WALLACE CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
22N	21E	1	SW SE NW	LEMHI	

5. Description of diverting works:

HEADGATE AND DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.1	

7. Total Quantity Appropriated is:

0.1 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
23N	22E	31	SW SW	IRRIGATION	5
Section Acres					5

Total Acres 5

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:

OTHER RIGHTS USED: 75-83 AND 75-4385

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 75-84 75-14099

Date Received 7-10-03

Receipt Number E028977

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

1. Name of Claimant(s) Daniel Kevin Moore Phone (208)523-0620
Mailing Address c/o Kent W. Foster, Holden, Kidwell, Hahn & Crapo, P.L.L.C.,
P.O. Box 50130, Idaho Falls, ID Zip 83405-0130
2. Date of Priority (Only (1) per claim) June 1, 1902
3. Source of water supply (a) Wallace Creek
which is tributary to (b) Salmon River
- 4.a. Location of existing point of diversion is:
Township 22N. Range 21E. Section 1, SW 1/4 of SE 1/4 of NW 1/4, Govt. Lot , County of
Additional points of diversion if any:
- b. If instream flow, beginning point of claimed instream flow is:
Township Range Section , 1/4 of 1/4 of 1/4, Govt. Lot B.M., County of
ending point is: Township Range Section , 1/4 of 1/4 of 1/4 Govt. Lot B.M., County of
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged
and the depth of each well. Headgate and ditch.
6. Water is claimed for the following purposes: (Both dates are inclusive) (cfs) (acre feet)
For Irrigation purposes from 4-1 to 11-1 amount 0.1cfs or
7. Total quantity claimed (a) 0.1 (cfs) and/or (b) (acre feet)
8. Total consumptive use claimed is acre feet per annum.

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JUL 03 2003

Department of Water Resources
Eastern Region

9. Non-irrigation uses; describe full use (eg. Domestic: Give number of household served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instruction for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TLS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
23N	22E	31											LOT 10 5 ACRES						5 ACRES

Total number of acres irrigated 5

11. In which county(ies) are lands listed above as place of use located? Lemhi

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

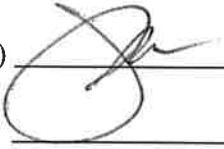
13. Describe any other water rights used at the same place and for the same purposes as described above.
75-83 and 75-4385 or None ()

14. Remarks:

15. Basis of Claim (Check one) Beneficial Use _____ Posted Notice _____ Permit _____ Decree X License _____
If applicable provide IDWR Water Right Number 75-84
Court Sixth Judicial District, County of Lemhi Case Number _____ Decree Date January 27, 1941
Plaintiff vs Defendant Rose, et.al. v. Webb, et.al.

16. Signature(s)

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s)  Date 6-27-03

For Organizations: I do solemnly swear or affirm that I am _____ of _____ (Title)

_____, that I have signed the foregoing document in the space below as (Organization)

_____, of _____ and that the statements contained in the (Title) (Organization)
foregoing document are true and correct.

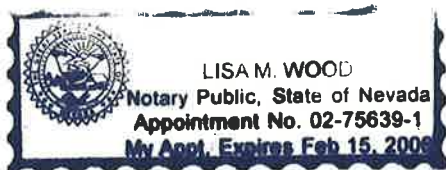
Last Name Moore, Daniel Kevin Ident. Number 75-84

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of ~~Idaho~~ ^(LW) Nevada)
County of Clark) SS.

Subscribed and sworn (or affirmed) before me this 27 day of Jan, ²⁰⁰³ 2002. ^(LW)



Notary Public Lisa M Wood
Residing at 70624 S Eastern St Henderson NV 89052
My Commission Expires 2/15/2006

17. Notice of Appearance:

Notice is hereby given that I, Kent M. Foster will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Kent M. Foster
Address Box 50150 Idaho Falls, ID 83405
Date 7/1/03