

11/02/2006

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

RIGHT NUMBER: 75-14158

NAME AND ADDRESS: ROGER P LLOYD
PO BOX 755
HAILEY ID 83333

JUDY L LLOYD
PO BOX 755
HAILEY ID 83333

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/04/2004

POINT OF DIVERSION:

T24N R19E S15 SESW Within LEMHI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.040 CFS
DOMESTIC	01/01 12/31	0.040 CFS

PLACE OF USE: STOCKWATER in LEMHI County

T24N R19E S15 SESW

DOMESTIC in LEMHI County

T24N R19E S15 SESW

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

75-14158



-  Lemhi taxlots
-  GCDB24N19E GCDB
-  Claim POD
-  Claim POU
-  Pou.shp
-  Pod.shp
-  Administrative BasinsAdminbas.shp



SCANNED
JAN 7 2021



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.
Director

September 24, 2008

ROGER P AND JUDY L LLOYD
~~97 JANICE LN~~ 96 Janice Ln
CAREY ID 83320-5057

9-30-08 updated
Record, prepared
NCAP.
-P

RECEIVED

SEP 30 2008

DEPARTMENT OF
WATER RESOURCES

RE: Snake River Basin Adjudication (SRBA)
Recommended Right #75-14158

Dear Water Right Holders:

Mail we sent to you was returned undeliverable. We have enclosed the returned mail. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, list any other water rights you have, and return this letter by October 20, 2008. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water right(s) referenced above, please call this office toll-free at 1/800-451-4129 so we can contact the new owner(s) regarding their water right(s) and updating our records.

RECEIVED

OCT 06 2008

Department of Water Resources
Eastern Region

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:
Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Water Right Holder's Signature

208-823-4474 home
208-721-0143 cell

Telephone No.

SCANNED

SEP 30 2008

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
322 East Front Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

75-14158

2

Judy L. Lloyd
Roger P. Lloyd
P.O. Box 755
Hailey, ID 83333

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
FITNEY BOWES
02 1M
0004227270
\$ 00.324
SEP 16 2008
MAILED FROM ZIP CODE 83702

RECEIVED

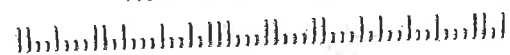
SEP 19 2008

DEPARTMENT OF
WATER RESOURCES

X 837 NFE 1 707C 00 09/18/08
FORWARD TIME EXP RTN TO SEND
LLOYD
97 JANICE LN
CAREY ID 83320-5067

RETURN TO SENDER

09/18/08 03:00
837200098



SCANNED
SEP 30 2008

WARRANTY DEED

75-14158
evidence of POU & POD

For Value Received

CHARLES A. MOZZER, a single person

the grantor , do hereby grant, bargain, sell and convey unto
ROGER PAGE LLOYD AND JUDY LEE LLOYD, husband and wife, of
403 E. Silver Street, Hailey, Idaho 83333

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

Lot Five (5), Block One (1) of River of No Return Ranch Subdivision, according
to the official plat thereof filed for record in Book 5 of Plats at Page
No. 64, records of Lemhi County, Idaho.

Together with all improvements thereon.

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

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

Dated: May 2, 2005

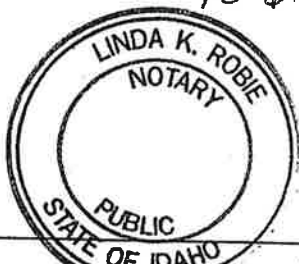
Charles A. Mozzer

STATE OF IDAHO, COUNTY OF LEMHI

On this 9th Day of May, 20 05,
before me, a notary public in and for said State, personally
appeared Charles A. Mozzer

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

Linda K. Robie
Notary Public
Residing at Salmon, Idaho
Comm. Expires: 10-6-05



INSTRUMENT NO:

262861

STATE OF IDAHO, COUNTY OF LEMHI

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

at 8 minutes past 3 o'clock p.m.,
this 9 day of May, 2005, in my office, and duly recorded in Book
of Deeds in Lemhi County.

Devin Morton
Ex-Officio Recorder

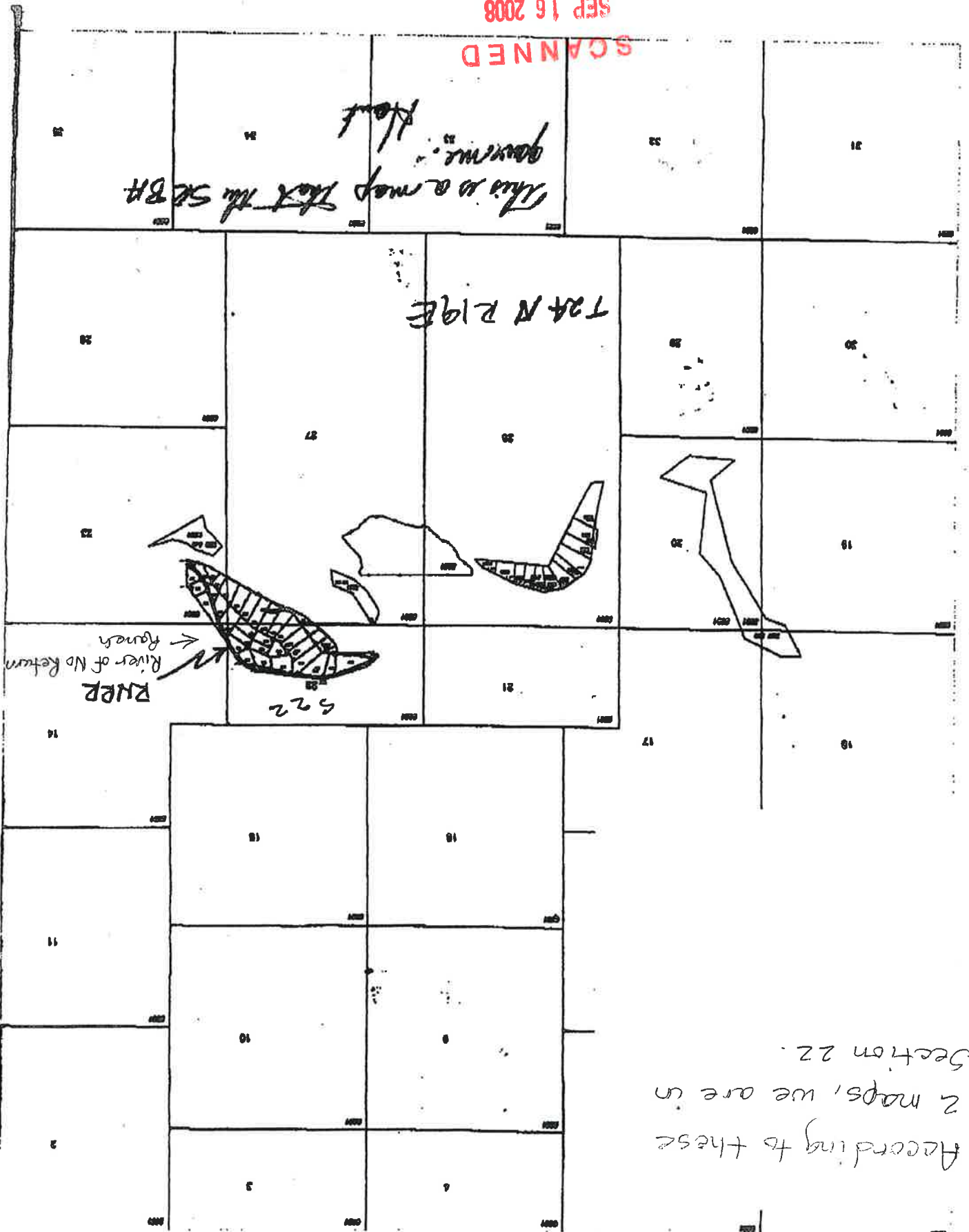
By *Brenda Anthony*
Deputy

Fees \$ 300
Mail to: LT

SCANNED
SEP 16 2008

According to these
2 maps, we are in
Section 22.

FOR
R0652 LLOYD (208) 721-0143



11

18

18

14

21

S 22

RHRR

River of No Return
Ranch

23

28

37

T24 N R19 E

SCANNED
SEP 16 2008

November 1, 2006

Mr. & Mrs. Roger P. Lloyd
PO Box 755
Hailey ID 83333

RE: 75-14158

Dear Dr. & Mrs. Lloyd:

We have processed your change of water right ownership form. Enclosed is a copy of our recommendation, which we expect to submit in the near future.

Sincerely,

Carolyn Monitz
Records Clerk

CM: Encl.

SCANNED
JAN 2 9 2006

NOVEMBER 2, 2006

NOTE TO THE FILE:

IN PROCESSING THIS CLAIM IT WAS EVIDENT THAT MR. MOZZER AND THE WELL DRILLER ERRORED IN DETERMINING THE LOCATION OF THE POD AND POU. WHEN MR. LLOYD PURCHASED THE PROPERTY FROM MR. MOZZER, HE SUPPLIED A SUBDIVISION PLAT MAP THAT SHOWED THE PROPERTY LOCATED IN THE SESW OF SECTION 15, T24N, R19E, B.M. RATHER THAN IN THE SESE OF SECTION 16, T24N, R19E, B.M. AS STATED IN THE CLAIM.

THE LOCATION OF THE POD AND POU WAS DETERMINED BY THE SUBDIVISION PLAT MAP SUPPLIED BY MR. LLOYD.

KEITH E. FRANKLIN
SENIOR WATER RESOURCES AGENT

SCANNED

JAN 11 2007

11/20/2006

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: 12/13/2006

Water right number: 75-14158

ROGER P LLOYD

PO BOX 755

HAILEY ID 83333

Telephone Number: (208) 788-4674

JUDY L LLOYD

PO BOX 755

HAILEY ID 83333

Telephone Number: (208) 788-4674

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE:

12/3/06

SIGNATURE:

Roger P Lloyd

Please print your name:

Roger P Lloyd

IDWR Regional Office, 7600 Mineral Drive, Suite 100, Coeur D' Alene, ID 83815, 2087622800

RECEIVED

DEC 13 2006

IDWR/North

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

RECEIVED
NOV 25 2005

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

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
75-14158					

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) Charles A. Mozzier
PO 208 North Fork Id. 83466
4. New Owner/Claimant(s) Roger B. and Judy L. Lloyd
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address PO 755
- City, State and ZIP Code Hailey Id 83333
- New Telephone Number 509 788-4674
5. Date you acquired the property 5/9/05 Lot 5
8/23/05 Lot 5A

SCANNED
 DEC 16 2005

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)

Roger P. Lloyd
Judy L. Lloyd

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 _____

300-4550
DEC 16 2000

NOV 25 2005

②

③

④

५

①

⑦

①

②

28

27

5A

Russell

Uolmoy

LEGEND

⑥ S&I 5/8" x 30" Steel Bar w/3 3/4" Alum
 COP OS Round-ov Corner
 ⑦ S&I 2 1/2" x 30" Alum Pipe w/3 1/2" Alum
 COP OS Round-ov Corner

From: Dee Dee

hot 5
could be
River front

To: Jim Kueno

QANT GER DENISSE

SCANNED
DEC 14 2005

WARRANTY DEED

For Value Received

CHARLES A. MOZZER, a single person

the grantor, do hereby grant, bargain, sell and convey unto
ROGER PAGE LLOYD AND JUDY LEE LLOYD, husband and wife, of
403 E. Silver Street, Hailey, Idaho 83333

RECEIVED
NOV 25 2005
Department of Water Resources
Eastern Region

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

Lot Five (5), Block One (1) of River of No Return Ranch Subdivision, according
to the official plat thereof filed for record in Book 5 of Plats at Page
No. 64, records of Lemhi County, Idaho.

Together with all improvements thereon.

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

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

Dated: May 2, 2005

Charles A. Mozzer

STATE OF IDAHO, COUNTY OF LEMHI

On this 9th Day of May, 2005,
before me, a notary public in and for said State, personally
appeared Charles A. Mozzer

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

Linda K. Robie
Notary Public
Residing at Salmon, Idaho
Comm. Expires: 10-6-05



INSTRUMENT NO: 262861

STATE OF IDAHO, COUNTY OF LEMHI
I hereby certify that this instrument was filed
for record at the request of Lemhi Title
at 8 minutes past 3 o'clock p.m.,
this 9 day of May,
2005, in my office, and duly recorded in Book
of Deeds in Lemhi County.

Jenna Morton
Ex-Officio Recorder

By Linda Chaturgy
Deputy
Fees \$ 300
Mail to: LT

QUITCLAIM DEED

RECEIVED

NOV 25 2005

Department of Water Resources
Eastern Region

For Value Received M. GARY ANDERSON, A MARRIED MAN, AND DONALD S. GOODRICH
AND DONNA GOODRICH, HUSBAND AND WIFE

do hereby convey, release, remise and forever quit claim unto ROGER PAGE LLOYD AND JUDY LEE
LLOYD, HUSBAND AND WIFE

whose current address is 403 E. SILVER STREET
HAILEY, IDAHO
83333

the following described premises to-wit:

LOT 5A OF THE CORRECTION PLAT FOR AMENDED RIVER OF NO RETURN RANCH SUB-
DIVISION, RECORDED NOVEMBER 24, 2004, IN BOOK 8 OF PLATS AT PAGE 116, AS
INSTRUMENT NO. 261022, RECORDS OF LEMHI COUNTY, IDAHO.

"ALL LOT EXTENSIONS WILL AUTOMATICALLY BECOME A PART OF THE RIVER OF NO RETURN
RANCH HOMEOWNERS ASSOCIATION AND WILL BE BOUND BY ITS BYLAWS AND COVENANTS"

together with their appurtenances.

Dated: AUGUST 10, 2005

M. Gary Anderson
M. GARY ANDERSON

Donald S. Goodrich
DONALD S. GOODRICH
Donna J. Goodrich
DONNA GOODRICH

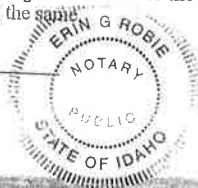
STATE OF IDAHO, COUNTY OF LEMHI

On this 11TH Day of AUGUST, 2005, before me, a Notary Public in and
for said State, personally appeared M. GARY ANDERSON, DONALD S. GOODRICH & DONNA GOODRICH

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

Erin G. Robie
Notary Public

Residing at: SALMON, IDAHO
Commission Expires: 1/10/10



State of Idaho) 264134
County of Lemhi) SS No.

This instrument was filed for record at the request
of Remi Title
at 1:56 clock p.m. 8-23 2005
and duly filed and indexed in the records of Lemhi
County

Terri J. Morton
Ex-Officio Recorder
By Terri J. Morton Deputy

Fee 3.00
Return to Remi Title



OMB No. 2502-0255 (Exp. 12-31-06)

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number

7. Loan Number

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower

E. Name and Address of Seller

F. Name and Address of Lender

ROGER PAGE LLOYD & JUDY LEE
LLOYD, HUSBAND & WIFE
403 E. SILVER STREET
HAILEY, IDAHO
83333DONALD S. GOODRICH & DONNA
S. GOODRICH, HUSBAND & WIFE,
& M. GARY ANDERSON
405 BROADWAY
SALMON, IDAHO
83467

G. Property Location

LOT 5A RIVER OF NO RETURN RANCH SUB., LEMHI
COUNTY, IDAHO.

H. Settlement Agent

LEMHI TITLE & ABSTRACT CO., INC.

Place of Settlement

SALMON, IDAHO 83467

I. Settlement Date

8/15/05

SUMMARY OF BORROWER'S TRANSACTION:

9. GROSS AMOUNT DUE FROM BORROWER

1. Contract sales price 19,120.00
2. Personal property
3. Settlement charges to borrower (line 1400) 312.62
4.
5.

Adjustments for items paid by seller in advance

6. City/town taxes to
7. County taxes to
8. Assessments to
9.
10.
11.
12.

J. GROSS AMOUNT DUE FROM BORROWER 19,432.62

K. AMOUNTS PAID BY OR IN BEHALF OF BORROWER

1. Deposit or earnest money
2. Principal amount of new loan(s) 11,120.00
3. Existing loan(s) taken subject to
4.
5.
6.
7.
8.
9.

Adjustments for items unpaid by seller

10. City/town taxes to
11. County taxes 1/1/05 to 8/15/05 48.00
12. Assessments to
13.
14.
15.
16.
17.
18.
19.

TOTAL PAID BY/FOR BORROWER 11,168.00

L. CASH AT SETTLEMENT FROM/TO BORROWER

Gross amount due from borrower (line 120) 19,432.62

Less amounts paid by/for borrower (line 220) (11,168.00)

CASH TO FROM (C TO) BORROWER 8,264.62

K. SUMMARY OF SELLER'S TRANSACTION:

400. GROSS AMOUNT DUE TO SELLER

401. Contract sales price 19,120.00
402. Personal property
403.
404.
405.

Adjustments for items paid by seller in advance

406. City/town taxes to
407. County taxes to
408. Assessments to
409.
410.
411.
412.

420. GROSS AMOUNT DUE TO SELLER 19,120.00

500. REDUCTIONS IN AMOUNT DUE TO SELLER

501. Excess deposit (see instructions)
502. Settlement charges to seller (line 1400)
503. Existing loan(s) taken subject to 303.62
504. Payoff of first mortgage loan
505. Payoff of second mortgage loan
506. NEW LOAN TO ANDERSON & GOOD-
507. RICH'S 11,120.00
508.
509.

Adjustments for items unpaid by seller

510. City/town taxes to
511. County taxes 1/1/05 to 8/15/05 48.00
512. Assessments to
513.
514.
515.
516.
517.
518.
519.

520. TOTAL REDUCTION AMOUNT DUE SELLER 11,471.62

600. CASH AT SETTLEMENT TO/FROM SELLER

601. Gross amount due to seller (line 420) 19,120.00

602. Less reductions in amount due seller (line 520) (11,471.62)

603. CASH TO TO (C FROM) SELLER 7,648.38

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Roger Page Lloyd
Judy Lee Lloyd

LEMHI TITLE & ABSTRACT CO., INC.

AUGUST 15, 2005

U.S. Code Section 1001 and Section 1010.

SETTLEMENT STATEMENT

LENDER'S COPY

SAF Systems and Forms

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price \$					
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid in Advance					
901. Interest from	to	@ \$	/day		
902. Mortgage Insurance Premium for			months to		
903. Hazard Insurance Premium for			years to		
904.			years to		
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City property taxes	months @ \$		per month		
1004. County property taxes	months @ \$		per month		
1005. Annual assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. Title Charges					
1101. Settlement or closing fee	In	LEMHI TITLE CO.		50.00	50.00
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title Insurance binder	to				
1105. Document preparation	to	LEMHI TITLE CO.		75.00	75.00
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title Insurance	to				
(includes above items numbers:)					
1109. Lender's coverage	\$				
1110. Owner's coverage	\$ 19,120.00			130.00	130.00
1111. ESCROW SET UP FEE				48.62	48.62
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$ 3.00 ; Mortgage \$ 6.00 ; Releases \$				9.00	
1202. City/county tax/stamps: Deed \$; Mortgage \$					
1203. State tax/stamps: Deed \$; Mortgage \$					
1204.					
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest inspection	to				
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				312.62	303.62

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Roger Ray Skelton
Judy Lee Skelton
 Borrowers

Donna J. Goodrich
Donna J. Goodrich
Donna J. Goodrich
 Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

LEMHI TITLE & ABSTRACT CO., INC.
 Settlement Agent

AUGUST 15, 2005
 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S.C. Section 1001 and 1003.

THIS DEED OF TRUST, Made this 15TH day of AUGUST, 2005, BETWEEN ROGER PAGE LLOYD AND JUDY LEE LLOYD, HUSBAND AND WIFE

herein called GRANTOR,

whose address is 403 E. SILVER STREET, HAILEY, IDAHO 83333
 LEMHI TITLE & ABSTRACT COMPANY, INC., an Idaho Corporation, herein called TRUSTEE, and DONALD S. GOODRICH & DONNA GOODRICH, H/W & M. GARY ANDERSON, A MARRIED MAN, 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

LOT 5A OF THE CORRECTION PLAT FOR AMENDED RIVER OF NO RETURN RANCH SUBDIVISION, RECORDED NOVEMBER 24, 2004, IN BOOK 8 OF PLATS AT PAGE 116, AS INSTRUMENT NO. 264135 261022, RECORDS OF LMEHI COUNTY, IDAHO.

State of Idaho)
 County of Lemhi)
 This instrument was filed for records at the request of Lemhi Title
 at 1:30 clock p.m. 8-23 2005
 and duly filed and indexed in the records of Lemhi County
 Tami J. Morton
 On-Office Recorder
 By [Signature] Deputy
 Fee 6.00
 Return to Lemhi Title

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 ELEVEN THOUSAND ONE HUNDRED TWENTY AND NO/100 ----- Dollars, (\$ 11,120.00), final payment due 8/15/06

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 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 of any nature 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 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 legally entitled thereto." The grantee in such reconveyance may be described as "the person or persons

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 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 recorded 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 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.

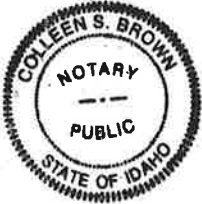
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Roger Page Lloyd
ROGER PAGE LLOYD

Judy Lee Lloyd
JUDY LEE LLOYD

STATE OF IDAHO, COUNTY OF LEMHI

On this 19th day of AUGUST, 2005
before me, a Notary Public in and for said State, personally
appeared ROGER PAGE LLOYD AND JUDY LEE LLOYD



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

Colleen S. Brown
Notary Public,

Residing at Salmon Fairfield Idaho.

DEED OF TRUST
WITH POWER OF SALE

GRANTOR
LEMHI TITLE & ABSTRACT CO.

TRUSTEE

BENEFICIARY

Dated 19



LEMHI TITLE & ABSTRACT CO.
531 MAIN
SALMON, IDAHO
TELEPHONE 736-2977

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.

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 75-14158
Date Received: 6/9/2004
Receipt No:
Received By:

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

RECEIVED
JUN 18 2004
Department of Water Resources

1. Name of Claimant(s)

CHARLES A MOZZER Phone: (208)394-2189
PO BOX 208
NORTH FORK ID USA 83466

2. Date of Priority: 06/04/2004

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
24N	19E	16	SE SE	LEMHI	

5. Description of diverting works:

WELL, 6" CASING, 80 FT DEEP, 1.5 H.P. SUBMERSIBLE PUMP, PIPE TO HOUSE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	01/01	12/31	0.04	
DOMESTIC	01/01	12/31	0.04	

7. Total Quantity Appropriated is:
0.04 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	19E	16	SE SE	DOMESTIC	
			SE SE	STOCKWATER	

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:

LOT B5 RIVER OF NO RETURN RANCH SUBDIVISION LEMHI COUNTY, IDAHO

15. Basis of Claim: Beneficial Use

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

CIVIL CASE NUMBER: 39576

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEMIdentification No. 75-14158

Date Received _____

Receipt Number _____

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) CHARLES A. MOZZER Phone (208) 394-2189Mailing Address PO BOX 208 NORTH FORK, IDAHO Zip 834662. Date of Priority (Only one per claim) JUNE 4, 2004 Month/Day/Year3. Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source4. Location of point of diversion is: Township 24N Range 19ESection 16, 1/4 of SE 1/4 of SE 1/4, Govt. Lot _____, BM.,County of LEMHI

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate 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. WELL, 6" CASING, 80 FEET DEEP, 1.5 h.p. SUBMERSIBLE PUMP, PIPE TO HOUSE

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For DOMESTIC/STOCK purposes from 1-1 Month/Day to 12-31 Month/Day amount 0.04 (cfs)
(Both dates are inclusive)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed .04 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) 1

RECEIVED

JUN 09 2004

Department of Water Resources
Eastern Region

10. Place of use is: Township: 24N Range 19E
Section 16 SE 1/4 of SE 1/4, Govt. Lot _____, B.M.,

for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

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.
X None or _____

14. Remarks: LOT B5 RIVER OR NO RETURN RANCH SUBDIVISION
LEMHI COUNTY, IDAHO

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree
Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments 0

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.
Signature of Claimant (s) P. C. Mozzer Date 6-8-04

Date _____

For Organizations: I do solemnly swear or affirm that I am _____
of _____ that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____
Title and Organization _____

State of Idaho/or _____)
County of LEMHI) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 8th day of June 2004

SEAL



Notary Public Karen L. Baument
Residing at Salmon, Id
My Commission Expires 8-2-05

Last Name MOZZER Ident No. _____

Copies: White-State, Yellow-Claimant
SCANNED
JAN 7 2005