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NOV 25 2005

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DEC 01 2005

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources

Department of Water Resources
Eastern RegionPlease print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
	75-10648	No			

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DEPARTMENT OF
WATER RESOURCES

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)

TYRELL ^{blank}KREMER AND OR JULIE KREMER

4. New Owner/Claimant(s)

TYRELL ^{blank}KREMERName Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

12225 BLAKE RD.

City, State and ZIP Code

WILTON, CA. 95693

New Telephone Number

(916) 687-6272 or 916-296-7996

5. Date you acquired the property

23RD MAY, 2000

SCANNED

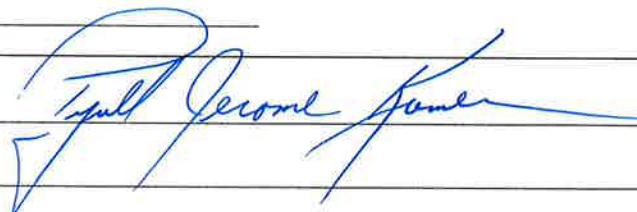
DEC 1 2005

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)



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 _____

RECEIVED
DEC 6 8 2005

244417

State of Idaho
County of Lemhi

SS No.

This instrument was filed for record at the request

of Baron J. Wolfat 3:35 o'clock P.m. 6-5 2000

and duly filmed and indexed in the office of the

County Terri J. Norton
Ex-Officio RecorderBy JF DeputyFee 6.00Return to Baron J. Wolf

QUITCLAIM DEED

THIS INDENTURE, made this 23 day of May, 2000, by and between JULIE KREMER, the "Grantor", and TYRELL JEROME KREMER, who's mailing address is P.O. Box 533 Walnut Grove, California 95690, the "Grantee".

WITNESSETH, that the Grantor, for and in consideration of good and valuable consideration to Grantor by the Grantee, does by these presents remise, release and forever QUITCLAIM unto the Grantee, and to Grantee's heirs and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor in all the following described real estate, in the County of Lemhi, State of Idaho, to wit:

A fraction of the S1/2NW1/4 of Section 12, T. 20 N., R. 21 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the West 1/4 Corner, Section 12 from which the NW Corner Section 12 bears N. 00°15' 51" W., run thence S. 89° 51' 00" E., along the Southerly Boundary of the NW1/4, Section 12 a distance of 1149.88 feet to the POINT OF BEGINNING;

Thence N. 22°03' 18" E., a distance of 523.09 feet;
Thence S. 68° 40' 41" E., a distance of 47.01 feet;
Thence N. 55° 46' 12" E., a distance of 55.32 feet;
Thence S. 41° 51' 29" E., a distance of 64.89 feet;
Thence S. 02° 29' 56" E., a distance of 451.86 feet;
Thence N. 89° 51' 00" W., a distance of 348.95 feet to the POINT OF BEGINNING. . .

Together with an easement for the purpose of ingress and egress described as follows, to wit: A strip of land 21.0 feet wide across a portion of the S1/2 NW1/4 of Section 12, Township 20 North, Range 21 East, Boise Meridian, more particularly described as follows, to wit:

Commencing at the Westerly Quarter corner of said Section 12, run thence S. 89° 51' E., along the Southerly boundary of the S1/2NW1/4 of Section 12 a distance of 1681.9 feet; thence N. 1°15' E., 450.0 feet to the point of

beginning; continuing thence N. 1° 15' E. 261.0 feet more or less, to a point of the Southerly side of the Lemhi County Road; thence N. 59° 40' W. along the Southerly side of the Lemhi County Road 24.3 feet; thence S. 1° 15' W. 252.3 feet; thence West 250.00 feet; thence S. 45° 0' W. 23 feet, more or less, to a point; thence E. 250.00 feet; thence N. 252.3 feet, more or less, to the point of beginning.

Subject, however, to an existing right-of-way through the above described property, to the Ray B. Cole tract of land.

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom;

TO HAVE AND TO HOLD, the said premises and the appurtenances, unto the Grantee, and to Grantee's heirs and assigns forever.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

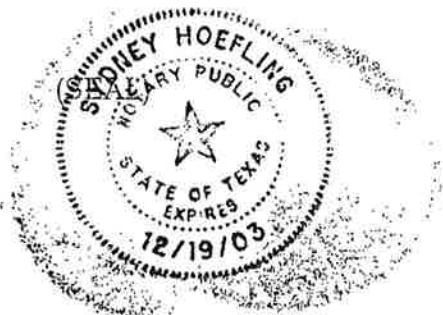
IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

Julie Kremer
JULIE KREMER
Grantor

STATE OF TEXAS)
 :SS
County of Calhoun)

On this 23rd day of May, 2000, before me, the undersigned a Notary Public, in and for said State, personally appeared JULIE KREMER, known or identified to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that she executed the same.

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



Sudway Hoefling
Notary Public for Calhoun Texas
Residing at: Calhoun County, Texas
Commission Expires: 12-19-03

SCANNED

SEP 26 2001

Form No. 42-1409 (2) b 6/89

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

Identification No. A75-10648

Date Received 5-8-90

Receipt Number EO14357
MON 54278 2500

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.

RECEIVED

MAY - 8 1990

Department of Water Resources
Eastern District Office

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) TONY R. DUNCAN Phone (208) 756-4647

Mailing Address RT#1 Box 238 A. SALMON, IDAHO Zip 83467

2. Date of Priority (Only one per claim) 7-20-72 Month/Day/Year

3. Source of water supply (Check one) (☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 20 NORTH Range 21 EAST
Section 12 S 1/2 of NW 1/4 of _____ 1/4, Govt. Lot _____, Bl _____
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 5" CASING 60' DEEP 1 1/2 HP.
ABOVE PUMP PIPE TO HOUSE

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

For DOMESTIC purposes from 1-1 to 12-31 amount 0.04 (cfs)
(Both dates are inclusive)
For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single owner ship; Stockwater: Type and Number of livestock) 1

MICROFILMED

APR 19 1994

A7510648



10. Place of use is: Township: 20 NORTH Range 21 EAST
Section 12, S 1/2 of NW 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? LEMMAI

12. Do you own the property listed above as place of use? Yes ☒ 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.
() None or _____

14. Remarks: SEE ENCLOSED COPY

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 _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments _____

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

Signature of Claimant (s) Tommy R. Duncan Date 5/2/90

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 Idaho)
County of Lemhi) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 2ND day of May 19 90

SEAL

Notary Public Steven R. Holt

Residing at Salmon, Idaho 83467

My Commission Expires 12-14-1991

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Chief

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APR 19 1994

POOR ORIGINAL

- [illegible]

Claim created by: JD Date: 12-11-90
 Claim was transferred to claimant: _____ Fee: _____
 Claimant was transferred to claimant: _____ Fee: _____

[illegible]

===== Get legal from attacked map. Send D.E.V ltr.

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APR 19 1994

TONY R. DUNCAN and LINDA S. DUNCAN, husband and wife

A fraction of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, T. 20 N., R. 21 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the West $\frac{1}{4}$ Corner, Section 12 from which the NW Corner Section 12 bears N. 00°15'51" W., run thence S. 89°51'00" E. along the Southerly Boundary of the NW $\frac{1}{4}$, Section 12 a distance of 1149.88 feet to the POINT OF BEGINNING;

Thence N. 22°03'18" W., a distance of 523.09 feet;
 Thence S. 68°40'41" E., a distance of 47.01 feet;
 Thence N. 55°46'12" E., a distance of 55.32 feet;
 Thence S. 41°51'29" E., a distance of 64.89 feet;
 Thence S. 02°29'56" E., a distance of 451.86 feet;
 Thence N. 89°51'00" W., a distance of 348.95 feet to the
 POINT OF BEGINNING. . .

Together with an easement for the purpose of ingress and egress described as follows, to-wit: A strip of land 21.0 feet wide across a portion of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, Township 20 North, Range 21 East, Boise Meridian, more particularly described as follows, to-wit:

Commencing at the Westerly Quarter corner of said Section 12, run thence S. 89°51' E. along the Southerly boundary of the S $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12 a distance of 1681.9 feet; thence N. 1°15' E. 450.0 feet to the point of beginning; continuing thence N. 1°15' E. 261.0 feet, more or less, to a point of the Southerly side of the Lemhi County Road; thence N. 59°40' W. along the Southerly side of the Lemhi County Road 24.3 feet; thence S. 1°15' W. 252.3 feet; thence West 250.0 feet; thence S. 45°0' W. 23 feet, more or less, to a point; thence E. 250.0 feet; thence N. 252.3 feet, more or less, to the point of beginning.

Subject, however, to an existing right-of-way through the above described property, to the Ray B. Cole tract of land.

END

MICROFILMED

APR 19 1994

T21N
T20N

POOR ORIGINAL

027

BM 4204

BM 4403

R21E R22E

12

11

A75-10648

3026

14

5094

18

17

16

15

13

12

11

MICROFILMED
APR 19 1994

FEBRUARY 19, 1993

TONY R DUNCAN
RT1 BOX 238A
SALMON ID 83467

RE: DOMESTIC ADJUDICATION CLAIM A75-10648

Dear Mr. Duncan:

Please find enclosed a computer generated copy of the Notice of Claim to a Water Right, A75-10648, filed for your property in Lemhi County.

The legal description in Item #4 has been modified to define the 40 acre tract containing your well. This was done by plotting the surveyor's property description. It now reads **T20N, R21E, SW4NW4 Sec. 12. You should verify this is correct.**

Please review the Notice for accuracy. In a few cases, other modifications were made by the Department for clarity. Should you determine certain items need to be changed, make the necessary changes on this form, sign it, having your signature notarized, and return it to this office by **March 19, 1993. If there are no changes simply keep this Notice for your records.**

If you should have any questions regarding this matter please feel free to contact me at (208) 525-7161.

Respectfully submitted,

Allen B. Ruberry
Sr. Water Agent - Adjudications

Enclosures: Notice of Claim A75-10648

MICROFILMED

APR 19 1994

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A75-10648
Date Received: 2/19/1993
Receipt No: E014357
Received By: _____

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

1. Name: TONY R. DUNCAN 208-756-4647
Address: RT 1 BOX 238A
SALMON ID 83467

2. Date of Priority: JUL 20, 1972

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
20N	21E	12		SW	NW		LEMHI

5. Description of diverting works:
60' WELL, 5" CASING, 1 1/2HP PUMP PIPED TO HOUSE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
20N	21E	12	SW	NW		DOMEST	

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:
ATTACHED LEGAL DESCRIPTION DEFINES TRACT IN SW4NW4 SEC. 12.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

AJ0743NP
(OD-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

12/01/98 14:17:47
Page 1

Water Right Number - R75-10648

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
KREMER

TYRELL

1 - RT 1 BOX 238A
2 -
3 -

State- ID Zip- 83467

KREMER

JULIE

City- SALMON
Phone - 208-756-6496
1 - RT 1 BOX 238A
2 -
3 -
City- SALMON
Phone - 208-756-6496

State- ID Zip- 83467

*** O - ORIGINAL OWNER ***
DUNCAN

TONY R

1 - RT 1 BOX 238A
2 -
3 -
City- SALMON
Phone - 208-756-4647

State- ID Zip- 83467

+ - - Priority Date - - + + - - - Region - - - + + - - Stage - - - + + - - Status - - - +
07/20/1972 15 EASTERN J - BENEFICIAL USE

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County
20N 21E 12 SW NW (59) LEMHI

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
43 - DOMESTIC 01/01 12/31 0.040

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.040 0.0

+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
20N 21E 12 SW NW 43 DOMESTIC (59) LEMHI

Total Acres:

+ - - Diversion Means - 60' WELL, 5" CASING, 1 1/2HP PUMP PIPED TO HOUSE

+ - - Non-Irrigation Use - 1 HOME

+ - - Other Rights for Same Use - NONE

AJ0743NP
(OD-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

12/01/98 14:17:48
Page 2

Water right number - R75-10648

Prefix Translation: RESEARCH

+ - - - - Remarks - - - - -
No Remarks found.

+ - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

+ - - - - Conditions of Approval - - - - -
N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

+ - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - Comments - - - - -
Date: 12/01/1998 User Id: JGIVENS Subject: COPIED FROM REMARKS
ATTACHED LEGAL DESCRIPTION DEFINES TRACT IN SW4NW4 SEC. 12.

+ - - Audit Fields - - +
12/01/98 DSMITH

+ - - - - Adjudication Rights Dates and Flags Area - - - - -

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 12/01/1998	Old Judicial District	-
Claim Received Date	- 05/10/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- E014357	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	-	Presumption Flag	-
				Notice of Error Flag	-

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

RECEIVED

NOV 16 1998

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

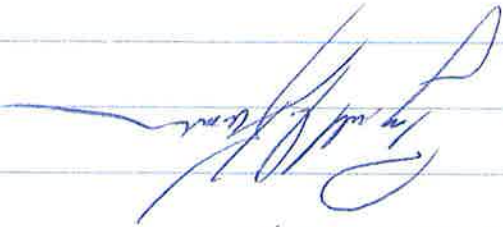
1. Water Right or Adjudication Claim No(s): 75-10648
2. The following **REQUIRED** information must be submitted with this form:
- A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant TONY R. DUNCAN AND LINDA S. DUNCAN
RT. 1 Box 238A. SALMON, ID. 83467
4. New Owner/Claimant(s) TYRELL KREMER AND JULIE KREMER
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address RT. 1 Box 238A
 City, State and ZIP Code SALMON, ID. 83467
 New Telephone Number (208) 756-6496
5. Date you acquired the property JANUARY 11, 1994
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate 3 Number and type of stock 0
- Diversion rate in CFS _____ Number of homes 1 Other uses WATER WELL ONLY.
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Tyrell Kremer
Julie Kremer
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

Buyers:

11/9/98

Enclosed is the information you've requested. On the deed of trust you'll probably note that Julie Klemke's mother, Fern McIntire was a partial owner of the property. She sold out to us in February of 1997. Currently I'm down working in Texas at 806-275-2965 or P.O. Box 1831 Flittin, TX 79036 or Home Phone After 6:00 PM 806-857-9417 for questions or further information needed. If you need confirmation of this the county clerk's office has this on file or you may contact Fern McIntire at 208-756-6496 or at work: 208-756-6295. The original deed of trust is all I have with me at this time but Julie Klemke and I are the sole owners of the property. Any questions please call or write.

Thank You,



Salmon
756-8980
Sheriff

PHILLIS J. BRUGGENKAMP

ATRICIA K. LONG

RAY B. COLE

JESSE E. GROW

LURANIA BOICE

TAX # 1377
3.47 ACRES

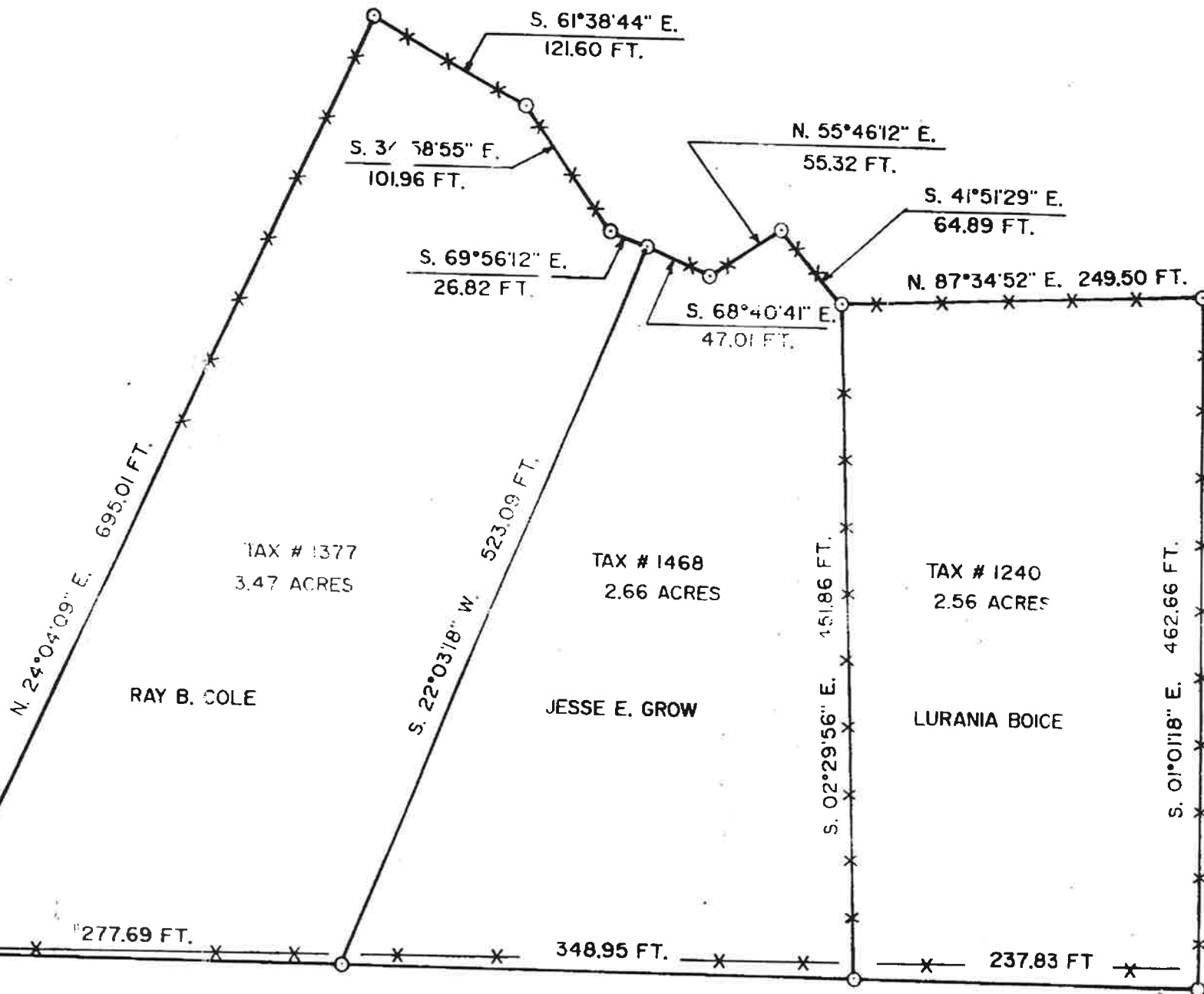
TAX # 1468
2.66 ACRES

TAX # 1240
2.56 ACRES

JUL-24-98 04:53P

00'E.

11'T.





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

October 21, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

TYRELL KOEMER
JULIE KREMER
RT 1 BIX 238A
SALMON ID 83467

Re: Snake River Basin Adjudication (SRBA)
Water Right No. 75-10648

Dear Claimant(s):

We have been advised you may be the new owner(s) of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please return the form, documentation and proof of domestic use to me attention at this office no later than November 9, 1998.

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

Sincerely,

Judy Givens
Clerical Specialist
Adjudication Bureau

/jg

Encl: Form 42-248/42-1409(6)
Water Right Profile Report

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: FEB-12-1998
PAGE: A-102

RIGHT NUMBER: 75-10648

NAME & ADDRESS: TONY R DUNCAN
RT 1 BOX 238A
SALMON ID 83467

TYRELL Kremer
Julie Kremer

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 07/20/1972

POINT OF DIVERSION: T20N R21E S12 SWNW Within LEMHI County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC DOMESTIC, 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T20N R21E S12 SWNW

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

ATTACHED LEGAL DESCRIPTION DEFINES TRACT IN SW4NW4 SEC. 12.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Verified by Robert S. Jant Date: 9/29/98
Verification Source: Lemhi Co Assessor

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 female 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.

Fern C. McIntier
Fern C. McIntier

Tyrell Kremer
Tyrell Kremer

Julie Kremer
Julie Kremer

FLORIDA

STATE OF IDAHO, COUNTY OF *Polk*

On this *11* day of *JAN*, 19*94*.

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

Fern C. McIntier

Tyrell Kremer

Julie Kremer



OFFICIAL SEAL
ARTHUR J. DUNN
My Commission Expires
Feb. 11, 1997
Comm. No. CC 25906

Known to me to be the person *J* whose name *J* subscribed to the within instrument, and acknowledged to me that *ALL PARTIES* executed the same.

Arthur J. Dunn
Notary Public, *Polk County, Florida*
Residing at *Polk County, Idaho*
Commission Expires *2/11/97*

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated *11*, 19*94*

Furnished through the
courtesy of

American Land Title Co.

312 West Center

P. O. Box 1176

Pocatello, Idaho 83201

Telephone 232-6163

"SERVING BANNOCK, BINGHAM, POWER,
MADISON, AND FRANKLIN COUNTIES."

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

...and containing not more than twenty acres:
...State of Idaho, described as

SEE ATTACHED EXHIBIT "A"

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 TWENTY TWO THOUSAND AND NO/100 Dollars, \$22,000.00, 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 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.

1. To keep said property in good condition and repair, not to remove or demolish any building hereon 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 sufficient 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 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 brought by or against the security hereof or the rights or powers of Beneficiary or Trustee, pay such 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 hereof, off 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 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 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 brought by or against the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any claim, charge or lien which in the judgment of either appears to be prior or superior hereof, and, in exercising any such power, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

7. 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 like or other insurance.

8. 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 to pay.

9. At any time or from time to time, without liability hereof for future as to pay, Beneficiary may, without agreement, and without affecting the personal liability of any map or plat thereof, upon written request of Beneficiary and presentation of this extension agreement or any part of said property, consent to the making of any map or plat thereof, join in granting any assessment thereon or join in any for reconveyance executed under this deed of trust of any matter or fact as shall be conclusive proof of the truthfulness thereof. The grantees in such reconveyance may be described as: "The person or persons legally entitled hereto."

10. 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, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of any security for the indebtedness hereby secured, either in person, by agent, or by a receiver in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as may become due and payable, upon any such default, Beneficiary may of any time without notice, either in person, by agent, or by a receiver in payment of any security for the indebtedness hereby secured, including those past due and unpaid, and apply the same, less costs and expenses of collection, to the satisfaction of such rents, issues and profits, and in such order as Beneficiary may determine, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. 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 cure to be sold the herein described property to satisfy the obligations hereof and to cause such notice to be recorded in the office of the recorder of each county wherein said property is located.

THIS DEED OF TRUST, Made this 15th day of January, 1994,
BETWEEN FERN C. MC INTIER, a single woman; TYRELL KREMER and JULIE KREMER,
husband and wife, herein called GRANTOR,
whose address is 211 Mary Katherine Ct., Lakeland, FL 33809
The American Land Title Co., Inc., herein called TRUSTEE, and TONY R. DUNCAN and LINDA S. DUNCAN
husband and wife, herein called BENEFICIARY,

whose address is P.O. Box 770361, Steamboat Springs, CO 80477
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 twenty acres:

SEE ATTACHED EXHIBIT "A"