

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 37-21299
Date Received: 6/9/2004
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CHRISTIE ANNE HAUGH Phone: (208)788-2427
C/O JAMES W PHILLIPS
PO BOX 2740
HAILEY ID 83333

2. Date of Priority: 05/01/1905

3. Source: TOWNSEND GULCH CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
01N	18E	2	NE	NW	SE	BLAINE	
01N	18E	2	NW	NW	SE	BLAINE	

5. Description of diverting works:

SEASONAL DAMS TO DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.075	

7. Total Quantity Appropriated is:
0.075 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
01N	18E	2	NW	SE	IRRIGATION	2.5
			NE	SE	IRRIGATION	1.2
					Section Acres	3.7
					Total Acres	3.7

11. Place of use in counties: BLAINE

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

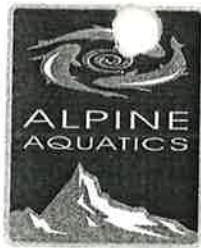
13. Other Water Rights Used:

14. Remarks:

PROPERTY IS ALSO KNOWN AS LOT 3B, TOWNSEND RANCH SUBDIVISION.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-1228D.

15. Basis of Claim: Decreed



Aquatic Resource
Management

Kevin Lenane
Resource Biologist
Fisheries Specialist

(208) 788-1803
Cell: (208) 720-3029
Fax: (208) 788-2416

Post Office Box 6370
Ketchum, Idaho 83340

www.alpineaquatics.com
waterfeature@alpineaquatics.com

CES
OWNERSHIP

the end of this form.

RECEIVED
APR 28 2004
Department of Water Resources
Southern Region

1. Please list the adjudication. Change in ownership water right to be changed. List just 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
37-1228D	37-1228D	☒			

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) Christie Ann Haugh o/o James Phillips
PO Box 2740 Hailey ID 83333
4. New Owner/Claimant(s) Bob Christensen
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 1177
- City, State and ZIP Code Hailey ID 83333
- New Telephone Number (208) 788-6380
5. Date you acquired the property July 8, 2002

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>37-12280</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>.075 cfs</u>	<u>3.75 acres, 3 horses</u>
Stock		
Domestic		
Other		
Total	<u>.075</u>	

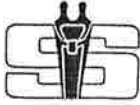
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) Robert J. Christensen
(include title if applicable) _____

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

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



WARRANTY DEED

For Value Received CHRISTIE ANNE HAUGH, a single woman

the Grantor hereby grants, bargains, sells, conveys and warrants unto ROBERT L. CHRISTENSEN,
a single man

the Grantee whose current address is: PO BOX 1659, DESTIN, FL 32540

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.

Parcel Number: 00557000004AA

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable.
Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the
owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant
and defend the same from all lawful claims whatsoever.

Dated: July 08, 2002


CHRISTIE ANNE HAUGH

State of IDAHO

ss.

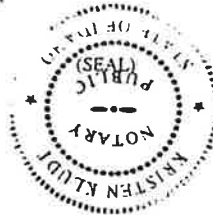
County of BLAINE

On this 08 day of July, 2002, before me, the
undersigned, a Notary Public, in and for said State, personally appeared CHRISTIE ANNE HAUGH

known to me, and/or identified to me
on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument
and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public KRISTEN KLUDT
Residing at: KETCHUM
Commission Expires: December 14, 2007



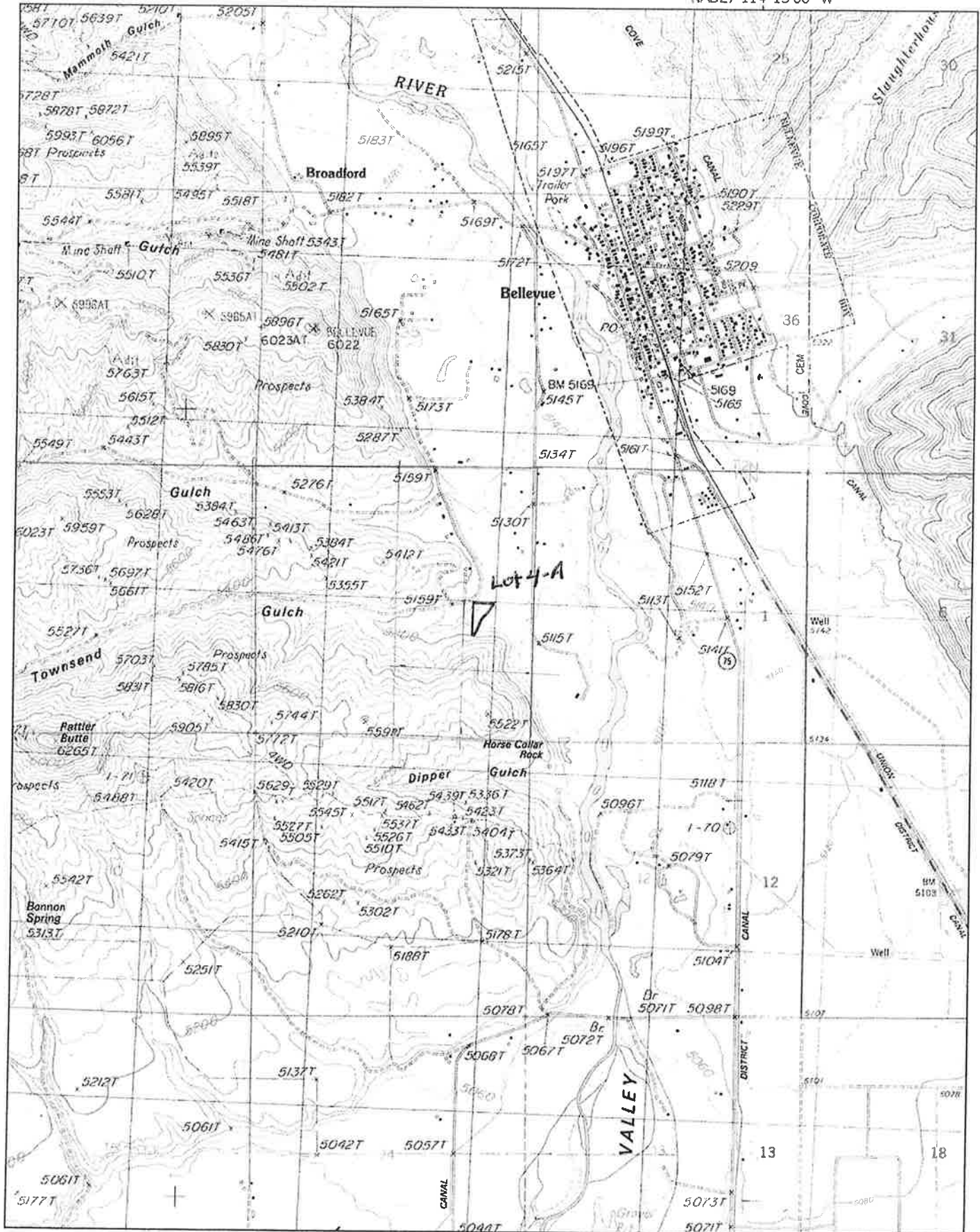
LEGAL DESCRIPTION

Order Number: 02010880

Lot 4-A of TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho.

Except the Grantor is hereby conveying only .075 CPS (cubic feet per second or 3.75 miners' inches) of Townsend Gulch Creek water under Water Rights Number 37-1228D to the Grantee, and Grantor is reserving all other Townsend Gulch Creek water rights and all water rights with regard to the well easement for which was granted to the Grantor by the Grantee by Grant of Easement of even date herewith.

ROSE B. HARRIS, 19980727
Rose B. Harris



TN/MN
15°

0 5 1 MILE
0 1000 FEET 0 500 1000 METERS

Printed from TOPOI ©2000 National Geographic Holdings (www.topo.com)

NAD27 114°15'00" W

Townsend Ranch Subdivision

Lot 4-A T1N, R18E, Boise Meridian, Section 2, Blaine County, ID

TOWNSEND RANCH SUBDIVISION : LOT 4-A

Within: N1/2 SE1/4 SEC. 2, T1N, R18E, BOISE MERIDIAN
BLAINE COUNTY IDAHO
JUNE 1998

LINE TABLE

No	Direction	Length
1	S89°45'51"E	18.79
2	N81°08'23"E	225.00
3	N81°08'23"E	110.11
4	N81°08'23"E	153.10
5	S00°18'56"W	41.61
6	N17°53'56"E	242.11
7	N25°57'42"W	240.89
8	N80°00'00"W	125.00
9	N00°00'00"E	200.00
10	N00°00'00"E	125.00
11	S00°00'00"E	200.00
12	S00°00'00"E	200.00
13	S00°00'00"E	200.00

Basis of Bearings from plat of:
LOT LINE SPLIT OF LOTS 2 AND 3
TOWNSEND RANCH SUBDIVISION (Instrument No. 336554)

Wherein a portion of Lot 4, Townsend Ranch Subdivision, is vacated from Townsend Ranch Subdivision, and Lot 4-A remains.

NOTES

- 1) Owners of Lots 4-A who desire to further subdivide must file with the Blaine County Planning and Zoning office for re-subdivision according to current regulations.
- 2) Construction of any kind, except fences, shall be allowed only in the established building envelopes and will require a building permit.
- 3) No buildings shall be constructed within 30 feet of the centerline of the stream channel any narrowing or widening of a water course, or construction of driveways or other impediments to stream flow shall be engineered and constructed, including the use of suitably sized culverts, so that there is no permanent obstruction at the water source.
- 4) Due to the width and condition of Townsend Gulch Road, approval of this subdivision does not obligate Blaine County to improve the road, nor to provide services beyond what is currently provided.
- 5) Roads within Townsend Ranch Subdivision shall be built to meet private road specifications, as outlined within Section 3.12 of Blaine County Ordinance 37.8. To wit: "The purchaser and/or owner of this lot or parcel understands and agrees that private road construction and snow removal shall be the obligation of the owner, his successors in interest, or the homeowners association, and that Blaine County is in no way obligated to accept, maintain or improve these roads until the roads are brought up to County standards dedicated and accepted by the County, and that each owner shall notify in writing any successor in interest of these facts."

LEGEND

- Found 1/2" diam. rebar
- Found 1/2" x 24" rebar w/cop
- Found 5/8" diam rebar
- Found 5/8" x 30" Rebar w/cop
- Brass Cap
- Scenic Easement
- Building Envelope
- 25% Slope Line
- Existing Driveway
- 30' wide Driveway Easement
- Intermittent Stream
- (A) Fee Hallow Lot 2 (Unbuildable) - see note #8
- (B) 30' wide access easement per original plat of Townsend Ranch Sub (Inst No. 26855) to benefit Lot 4-A.
- (C) 30' wide private drive to access Parcel "A"
- (D) Townsend Gulch Road (see plat of Fee Hallow Subd.)

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Chapter 13, Section 50-1328, by the issuance of a certificate of disapproval.

Dated: 7-15-98

Robert L. Carver
South Central District Health Dept., IDHS

This map is a photographic reproduction of that on file in either the Recorder's or the Surveyor's Office. The company assumes no liability for variations if any, with another or re-survey.

Courtesy Of
Sawtooth Title Co.
800-226-2266
Ketchum, Idaho 83740
226-4191

PREPARED BY : BENCHMARK ASSOCIATES : KETCHUM, IDAHO

⊗ Point of Diversion
▨ Place of Use

Wagon Trail
Exhibit A

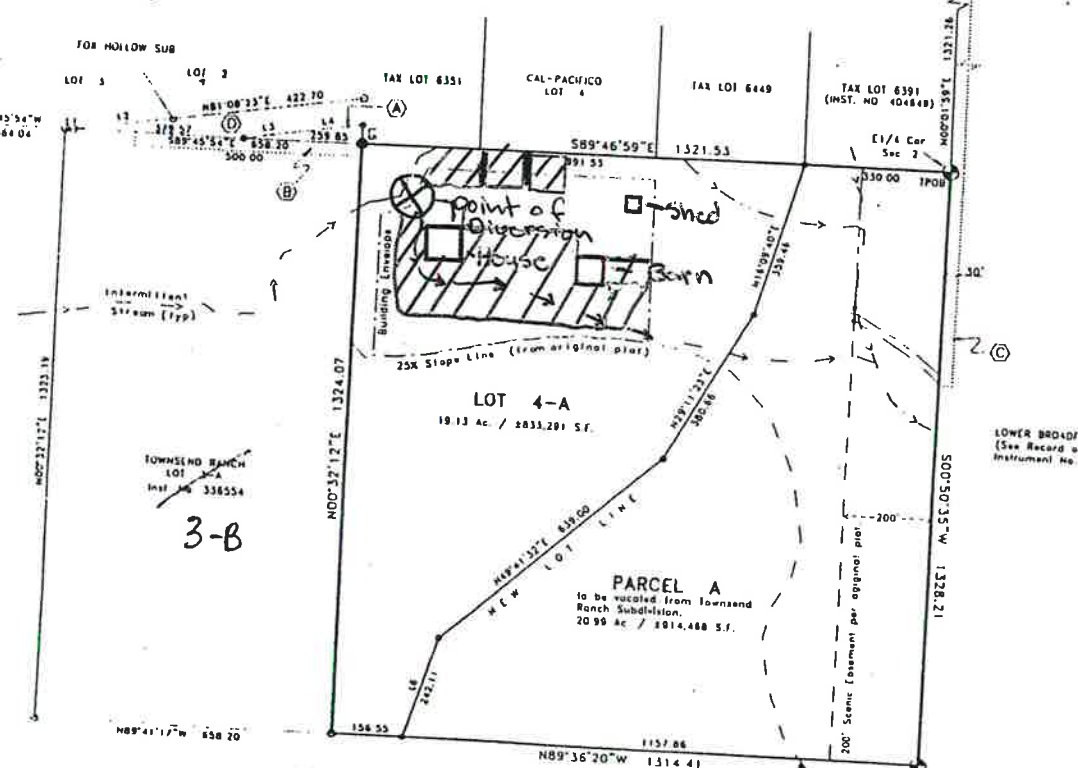
3-B

TOWNSEND RANCH
LOT 4-A
Inst No. 336554

TOWNSEND RANCH
LOT 2-A

SCALE: 1" = 200'

Northerly boundary of Parcel 1
as shown within Lower Broadford
Ranch Record of Survey Instrument
No. 404649.



AGREEMENT

This Agreement is entered into by and between Christie Anne Haugh, a single woman, of 95 Townsend Gulch, Bellevue, Idaho, 83313 (herein after referred to as "Haugh"), and Robert L. Christensen, a single man, of P.O. Box 1659, Destin, FL 32540, (herein after referred to as "Christensen").

RECITALS

WHEREAS, Christensen has purchased from Haugh Lot 4A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, and the Real Estate Purchase and Sale Agreement with regard thereto provided that (a) Haugh grant Christensen a ninety-day Option to purchase from her the adjoining Lot 3B, Townsend Gulch Subdivision, (b) Christensen grant Haugh the right of first refusal to purchase said Lot 4A, and (c) the parties provide for separation of a common irrigation system serving both parcels of real property.

NOW, THEREFORE, Haugh and Christensen hereby mutually covenant and agree as follows:

1. CHRISTENSEN OPTION TO PURCHASE.

A. For One Hundred and No/100 dollars (\$100.00) consideration, receipt of which is hereby acknowledged, Haugh hereby grants to Christensen a ninety (90) day Option to Purchase Lot 3B of TOWNSEND RANCH SUB.: LOT 3B & FOX HOLLOW SUB.: 2A, according to the official plat thereof, recorded June 21, 2000, as Instrument No. 440369, in the records of Blaine County, Idaho, (herein referred to as "Lot 3B"), subject to the terms and provisions of this Agreement.

B. The purchase price for Lot 3B shall be the sum of THREE MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$3,250,000.00), together with an additional sum equal to the costs incurred by Haugh for construction to the house, landscaping and other improvements made by Haugh to Lot 3B from April 1, 2002 until the closing of the sale of said Lot to Christensen under this option. Haugh shall provide Christensen with an list of all such additional costs together with supporting bills, invoices, and evidence of those paid. Said purchase price shall be paid by Christensen to Haugh in cash or certified funds at closing.

C. Christensen may exercise this option to purchase by giving Haugh written notice of election to exercise option, provided Christensen owns Lot 4A and is not in default under the terms of this Agreement or his promissory note or deed of trust to Haugh for purchase of Lot 4A. The closing of the purchase of Lot 3B under this option shall occur no later than sixty (60) days from the date said notice of election is mailed by Christensen to Haugh.

D. Upon Haugh's receipt of written notification of election to exercise option by Christensen, Haugh shall obtain and submit to Christensen a standard form title insurance policy in the amount of the purchase price, showing marketable title in Haugh's name,

free and clear of liens and encumbrances except subject to the standard exceptions contained in the title insurance company's standard form policy, taxes and assessments for the current year, easements, rights-of-ways, and documents of public record. Prior to closing, Christensen shall examine said preliminary title report or commitment and shall, in writing, make any objections thereto known to Haugh at least ten (10) days prior to the date of closing. Failure to object in writing to the condition of title shown in said preliminary title report, or commitment within the time specified above shall constitute acceptance by Christensen of the condition of such title and waiver of any defects in title. In the event there exists a defect in title under this Agreement to which Christensen objects in the manner provided above, Haugh shall have until closing date to cure and remove said defects. In the event that Haugh is unable to cure and remove said defect by closing date, this option shall terminate with each party to bear their respective costs.

E. At closing, Christensen shall pay the full purchase price in cash or certified funds in United States of America dollars, and Haugh shall deliver a Warranty Deed in the usual Idaho form conveying Lot 3B to the Christensen, subject to the items set forth in paragraph 1(D), above. All real property taxes, personal property taxes, water assessments and similar charges shall be pro-rated at closing. The parties shall each pay one-half of the closing costs and escrow fees. The closing of this exchange transaction shall be at the offices of Blaine County Title Company, Ketchum, Idaho.

G. The Option to Purchase granted under this Agreement shall expire by its own terms ninety days from the date of this Agreement.

H. In the event that Christensen does not elect to exercise the option to purchase or having elected to exercise said option and fails or refuses to close the purchase in accordance herewith, this Option to Purchase shall terminate, and Haugh shall be released from any and all obligations in law or in equity to convey Lot 3B hereunder.

I. Prior to closing of this sale, all risk of loss with regard to the real property and improvements thereon shall remain with Haugh.

2. HAUGH'S RIGHT OF FIRST REFUSAL

A. For One Hundred and no/100 dollars (\$100.00) consideration, the receipt of which is hereby acknowledged, Christensen hereby grants to Haugh the Right of First Refusal to purchase Lot 4-A of TOWNSEND RANCH SUBDIVISION: LOT 4-A, according to the official plat thereof, recorded July 27, 1998, as Instrument No. 416981, records of Blaine County, Idaho, (herein referred to as Lot 4A), subject to the terms and provisions of this Agreement.

B. Haugh shall have the right to purchase Lot 4A upon the same terms and conditions as any offer or agreement for the purchase, sale or transfer of Lot 4A entered into by Christensen with a third party (hereinafter referred to as "Offer"). Said Offer shall be a bona fide, good faith offer made in writing to Christensen. In the event such an Offer is made, Christensen shall notify Haugh of said Offer by giving written notice of all of the terms and conditions thereof, together with a copy of the executed, written agreement with regard thereto.

Haugh shall have fifteen (15) days from receipt of said notification to notify Christensen of her election to exercise the right of first refusal to purchase said property on the same terms and conditions as contained in said bona fide offer accepted by Christensen, except irrespective of the closing date of said offer Haugh may elect to close said transaction within sixty (60) days of her election to exercise her right of first refusal. Haugh shall elect to exercise this right by written notice to Christensen postmarked within said fifteen (15) day period. If Haugh does not elect to exercise this right, she shall have waived her right to purchase said property and Christensen shall be free to consummate the purchase and sale transaction with the third party in question, and this right of first refusal shall terminate. If the sale to such third party does not close, this right of first refusal shall remain in full force and effect.

3. IRRIGATION SYSTEM. Presently, a sprinkler irrigation system on Lot 4A and 3B are one system. If Christensen does not exercise the option to purchase set forth in paragraph 1 of this Agreement, then each party shall modify and reconstruct the irrigation system on their respective lot to create an independent system on their lot. This shall be done no later than one (1) year from the date of this Agreement. Each party shall bear the cost of modifying and separating the irrigation system on their lot.

4. SEPARATE DRIVEWAY ENTRANCE TO LOT 4A. If Christensen does not exercise the option to purchase set forth in paragraph 1 of this Agreement, then Christensen, at his sole cost, shall construct a separate driveway and entrance to Lot 4A within one (1) year from the date of this Agreement. This separate driveway entrance shall be constructed at the location described in attached Exhibit A, and Haugh shall grant Christensen a driveway easement along the portion of the boundary of Lot 3B described in said Exhibit A. Upon Haugh granting said separate driveway easement, the access easement across Lot 3B as shown on the TOWNSEND RANCH SUB.: LOT 3B & FOX HOLLOW SUB.: 2A, and referred to on the plat index as "C" and in Note 6 of Notes: Townsend Ranch Sub., Lot 3B, all according to the official plat thereof, recorded June 21, 2000, as Instrument No. 440369, in the records of Blaine County, Idaho, shall be abandoned and deemed vacated by Christensen.

5. WATER RIGHTS. Presently there are .150 CFS (cubic feet per second) (7.5 miners' inches) of Townsend Gulch Creek surface water by Water Right Number 37-1228D claimed in the Snake River Basin Adjudication as appurtenant to Lots 3B and 4A. With regard to Lot 4A, Haugh shall deed one-half of those water rights 3.75 miners' inches to Christensen and shall retain the remaining water rights appurtenant thereto. If Haugh, in her sole discretion, determines it advisable, she shall make application for transfer of any water rights from Lot 4A to Lot 3B necessary to implement this provision. Haugh shall pay all costs associated with such transfer and Christensen will cooperate with Haugh with regard thereto. Haugh shall also retain the water rights to the well for which Christensen has executed a Grant of Easement of even date herewith, in part, granting an easement to Haugh for said well.

6. NOTICES. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing and sent by United States Mail, postage prepaid, at address set forth below or to such other as the party may

(A) Christie Anne Haugh
95 Townsend Gulch
Bellevue, Idaho 83313

(B) Robert L. Christensen
P.O. Box 1659
Destin, FL, 32540

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. Any prior agreements or understanding pertaining are superseded by this Agreement. This Agreement may not be amended or added to except by an agreement in writing signed by the parties hereto.

8. ATTORNEY FEES. If legal action is commenced under this Agreement, or an attorney is retained by either party on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions herein, the prevailing party shall be entitled to recover from the other party, court costs and reasonable attorneys' fees.

9. TIME OF THE ESSENCE. Time is hereby expressly declared to be of the essence of this Agreement and of each and every covenant, term, condition and provision hereof.

10. PARAGRAPH HEADINGS. The paragraph headings of this Agreement are for convenience only and are not a part of this Agreement and shall have no effect upon the construction or interpretation of this Agreement or any part hereof.

11. WAIVER. No waiver, release or discharge of any provisions hereof shall be effective unless in writing by the party sought to be charged therewith.

12. RECORDATION. This Agreement or any form memorandum hereof may not be recorded except by Haugh at her expense.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Idaho without reference to its provisions regarding conflicts of law.

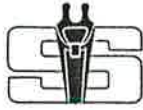
14. NON-MERGER. This Agreement shall survive closing and shall not be merged with any deed or other document executed.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.


ROBERT L. CHRISTENSEN


CHRISTIE ANNE HAUGH

When recorded, return to:
Blaine County Title
360 Sun Valley Road, P.O. Box 3176
Ketchum, Idaho 83340



Christie Haugh

DEED OF TRUST

Security Agreement and Financing Statement Filed as a Fixture Filing
(To be Filed for Record in Real Estate Records)

THIS DEED OF TRUST, made this 1ST day of July, 2002
Between ROBERT L. CHRISTENSEN, a single man

herein called GRANTOR

(Debtor)

whose address is PO BOX 1659, DESTIN, FL 32540

BLAINE COUNTY TITLE, herein called TRUSTEE, and
CHRISTIE ANNE HAUGH, a single woman

herein called BENEFICIARY

(Secured Party)

whose address is 349 FORDYEE RD., LOS ANGELES, CA

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 BLAINE COUNTY, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

Lot 4-A of TOWNSEND RANCH SUBDIVISION : LOT 4-A, according to the official plat thereof, recorded July 27, 1998 as Instrument No. 416981, records of Blaine County, Idaho.

TOGETHER WITH all water, water rights, ditch and ditch rights, stock or decrees evidencing the same, rights of way, easements, tenements, and appurtenances thereunto belonging, fixtures now or hereafter attached to or used in connection with the premises herein described, including but not limited to carpets, drapes, furnaces, pumps, sprinkler systems, equipment, buildings, and specifically included those items shown (if attached) in Exhibit B hereto, all of which shall be deemed to be fixtures and a part of the realty and a portion of the security for the indebtedness herein mentioned.

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. All property as defined herein is collectively referred to as the premises.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, loan agreements and other documents, (hereinafter called the note), of even date herewith, executed by the Grantor in the sum of SIX HUNDRED FIFTY THOUSAND & 00/100

DOLLARS (\$ 650,000.00) final payment being due, January 08, 2003, and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary, to secure all sums advanced by the Beneficiary to protect the security herein, to secure all extensions, renewals and modifications hereof, and to secure all further sums, advances or expenditures together with interest thereof, provided that nothing here shall obligate the Beneficiary to the making of such further loans, advances or expenditures; and provided further that it is the express intention of the parties that it shall stand as continuing security until paid for all such advances together with interest thereon as provided in the note.

SUBJECT TO those certain liens and encumbrances hereafter itemized and no others:

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To promptly discharge any lien, or claim thereof, which may gain priority over the deed of trust herein, to promptly pay all taxes, assessments, charges, fines and impositions attributable to the premises, and to promptly pay all leasehold payments and ground rents, if any. To promptly pay and not allow the default of any payment on a superior mortgage, deed of trust, contract or other permitted encumbrance. The determination of what threatens the security herein shall be in the sole discretion of the Beneficiary. The Grantor upon 10 days' notice of such threat shall discharge the same. In addition to the payments provided in the note hereby secured, the Grantor shall at the option of and on the demand of the Beneficiary, pay each month 1/12 of the estimated annual amount of all such taxes, assessments, insurance premiums, maintenance and other charges upon the premises, in trust for Grantor's payment of such items when due.
2. 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 or materials in connection therewith; to comply with all laws affecting said property or requirements for alteration or improvements thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; consistent with the use of the premises, to cultivate, fertilize and take all other acts to maintain the premises.
3. To provide, maintain and deliver to Beneficiary flood, fire, hazard and other insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any such insurance may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, including the release of any portion of such proceeds to the Grantor. Such application or release shall not cure or waive any default, or invalidate any act done pursuant to such notice of acceleration, default or sale.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of the Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
5. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the consent of the Beneficiary. Any such transfer, if Beneficiary shall not consent, shall constitute a default under the terms hereof and the note it secures, and on Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.
6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereto, with interest at the default rate, or the highest lawful rate permitted by law, from the date hereof until paid.
7. Should Grantor fail to make any payment or perform any act herein provided, then Beneficiary or Trust, 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. The Beneficiary or Trustee is authorized to enter upon the premises 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 to or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust to pay necessary expenses, employ counsel and pay such reasonable fees. The Grantor shall immediately pay upon demand any such amounts expended by Beneficiary or Trustee, or both of them as herein provided.
8. To pay immediately and without demand all sums expended by the Beneficiary or Trustee with interest from the date of such expenditure at the default rate provided for in the note, or at the highest legal rate permitted by law.

B. IT IS MUTUALLY AGREED THAT:

1. That insofar as this Deed of Trust covers fixtures, the note and this Deed of Trust shall be considered to be a security agreement as provided by the Uniform Commercial Code, and the Beneficiary or Trustee is granted all rights and powers as provided therein for the enforcement of the obligations herein provided. This Deed of Trust shall be considered to be a Financing Statement.
2. Any award of damages in connection with any condemnation proceeding, injury to the premises, or any part thereof, is hereby assigned and shall be paid to the Beneficiary, who may apply such award, compensation and any other payments or relief therefor, and shall be entitled to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire, hazard, flood or other insurance affecting the premises, are hereby assigned to Beneficiary, who may, after deducting therefrom all of its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any compensation, awards, damages and rights of action and proceeds as Beneficiary or Trustee may require.
3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment, when due of all other sums so secured to declare default for failure to so pay.
4. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the 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, together with any covenants, conditions and restrictions in connection therewith; join in, or consent to, the granting of any easement thereon; join in any agreement modifying the terms hereof or subordinating the lien or charge secured hereby.
5. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, or that some or part of the sums secured hereby have been paid, and upon surrender of this Deed of Trust, and said note, if payment has been made in full, to the Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the premises held hereunder to the persons legally entitled thereto.
6. As additional security, Grantor gives to and confers upon the Beneficiary the right, power and authority to collect the rents, issues and profits of said premises, reserving unto the Grantor the right, prior to any default by Grantor in payment of the indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Grantor will thereupon immediately transfer and assign to Beneficiary any deposits or fees held for tenants. 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 the premises, or any part thereof. In the name of the Grantor, Beneficiary, agent, receiver or otherwise to 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 the undertaking of reasonable attorney's fees, insurance and bonds reasonably undertaken to protect the Grantor, Beneficiary, agent, receiver, or any combination of them, and in such order as Beneficiary may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any notice of acceleration, default or sale hereunder or invalidate any act done pursuant to such notice.
7. Time is of the essence hereof. Upon default in payment of any indebtedness secured hereby, or in performance of any provision hereof, 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 election to cause the premises to be sold to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the County where the premises are situated, and to perform each and every act required by law to cause the premises to be sold. Notice of Sale having been given as required by law, Trustee, without demand on Grantor, shall sell the premises at the time and place fixed in said notice of sale, either in whole or in separate parcels and in such order as Trustee 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 thereupon deliver to the purchaser its deed describing the premises, but without covenant of warranty expressed or implied. The recitals in the deed shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary may purchase at the sale. After deducting all costs, fees and expenses of Trustee as provided by this Deed of Trust, including costs of evidence of title and reasonable attorney's fees in connection with the 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 default rate, or the highest legal rate allowed under Idaho law, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. The Trustee is authorized to deliver such remainder to the Clerk of the court and interplead such funds seeking a court determination of such persons legally entitled thereto and have the attorney's fees and costs for such action be deducted from such proceeds.
8. On the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as fixed by the court.

9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder where the premises are situated, a substitution of trustee. From the time a substitution is recorded, the new trustee shall succeed to all the powers, duties, authority, and title of the Trustee herein named, or of any successor trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof made thereof in the manner provided by law.

10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto named, their heirs, legatees, devisees, personal representatives, successors and assigns. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the note secured hereby, including any pledgee, of the note secured hereby, and all right held as a Secured Party as that term is defined by the Uniform Commercial Code. Any reference to singular shall include plural, and plural shall include singular. Any reference to gender shall include male, female, or neuter.

11. The rights of the Beneficiary are cumulative and any finding that any of them are unenforceable or contrary to law will not affect the remainder of such rights.

12. Trustee accepts the duties outlined herein when this Deed of Trust is duly executed, acknowledged and recorded as provided by law. Trustee is not obligated to notify any party herein of pending sale under any other deed of trust, or of any action in which the Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

13. This Deed of Trust shall be construed by the laws of the State of Idaho.

14. The Grantor requests notice of default and notice of sale to be mailed to them at the address shown above.

IN WITNESS WHEREOF, the Grantor hereunder executes this Deed of Trust on the date first written. If Grantor is a partnership, corporation, trustee or other such entity or individual, by so executing such Grantor warrants that the acts herein were done pursuant to authority held and all other necessary persons consented in such action.

DEED OF TRUST
Individual Acknowledgment


ROBERT L. CHRISTENSEN

State of IDAHO

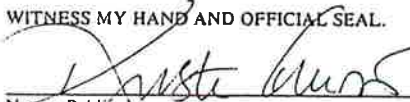
ss.

County of BLAINE

On this 2nd day of July, 2002, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT L. CHRISTENSEN

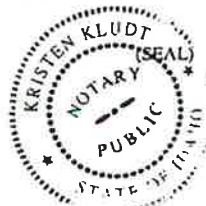
known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public

Residing at: Letrahum

Commission Expires: 12-14-2007



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

_____, Idaho, _____

To 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 has been paid in full 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: **A37-01228D**

Date Received: 2/25/1992

Receipt No: S014186

Received By: AP

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

1. Name: CHRISTIE ANNE HAUGH 208-788-2427
Address: % JAMES W. PHILLIPS
P.O. BOX 2740
HAILEY ID 83333

2. Date of Priority: MAY 1, 1905

3. Source: TOWNSEND GULCH Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	18E	2	NE	NW	SE		BLAINE
			NW	NW	SE		BLAINE

5. Description of diverting works:
SEASONAL DAMS TO DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.150		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01N	18E	2	NE	SE		IRR	5.0
			NW	SE		IRR	2.5

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	7.5
					Total Acres	7.5

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

PROPERTY IS ALSO KNOWN AS LOT 2A AND 3A, TOWNSEND GULCH
SUBDIVISION.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

WERRY

Decree Plaintiff

NEWMAN & TEUSCHER

vs

Decree Defendant

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)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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: 39356
Ident. Number 437-01228D
Date Received _____
Receipt Number 5014186 *AD*

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

FEB 25 1992

Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) Christie Anne Haugh Phone (208) 788-2427
Mailing Address c/o James W. Phillips, P.O. Box 2740, Hailey, Idaho
Zip 83333
2. Date of Priority (Only one (1) per claim) 5-1-1905
3. Source of water supply (a) Townsend Gulch
which is tributary to (b) Bigwood River
4. a. Location of existing point of diversion is: Township 1N Range 18E Section 2,
NE 1/4 of NW 1/4 of SE 1/4, Govt. Lot, _____ B.M., County of Blaine
- Additional points of diversion if any: _____
- b. If instream flow, beginning point of claimed instream flow is:
- Township 1N Range 18E Section 2, NW 1/4 of NW 1/4 of SE 1/4,
Govt. Lot _____ B.M., County of Blaine
- ending point is: Township 1N Range 18E Section 2, NE 1/4 of NW 1/4 of
SE 1/4, Govt. Lot _____ B.M., County of Blaine
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. seasonal dams and flood irrigation

COPY
MICROFILMED

FEB 23 1993

Copies: White-State, Yellow-Claimant

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from Apr. 1 to Nov. 1 amount .15 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .14 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households 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 instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
1N	18E	2													5	2.5			7.5

Total number of acres irrigated 7.5

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

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.
_____ or None ()

14. Remarks:

The place of use is Lot 2 and 3A of Townsend Gulch Subdivision (see
plat-attachment 1). Townsend Gulch normally sinks before it reaches
the Bigwood River.

Last Name _____ Ident No. _____

COPY **MICROFILMED**

FEB 23 1993

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

[illegible]

COPY
MICROFILMED

FEB 23 1993

Copies: White-State, Yellow-Claimant

Last Name _____ Ident No. _____

Ident No.

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree X
If applicable provide IDWR Water Right Number 37-01228
Court _____ Case Number _____ Decree Date 10-2-24
Plaintiff vs Defendant Werry v. Newman and Teuscher

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 2

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

Signature of Claimant (s) Christie Anne Haugh by Date 2-19-92
James E. Phillips, an attorney in law Date _____

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

Title and Organization _____ Date _____

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

Subscribed and sworn (or affirmed) before me this 19th day of February 19 92

SEAL

Notary Public Nicola Miller

Residing at Hailey, Idaho

My Commission Expires 4-10-96

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ 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 _____

Address _____

Date _____

Last Name _____ Ident. Number _____

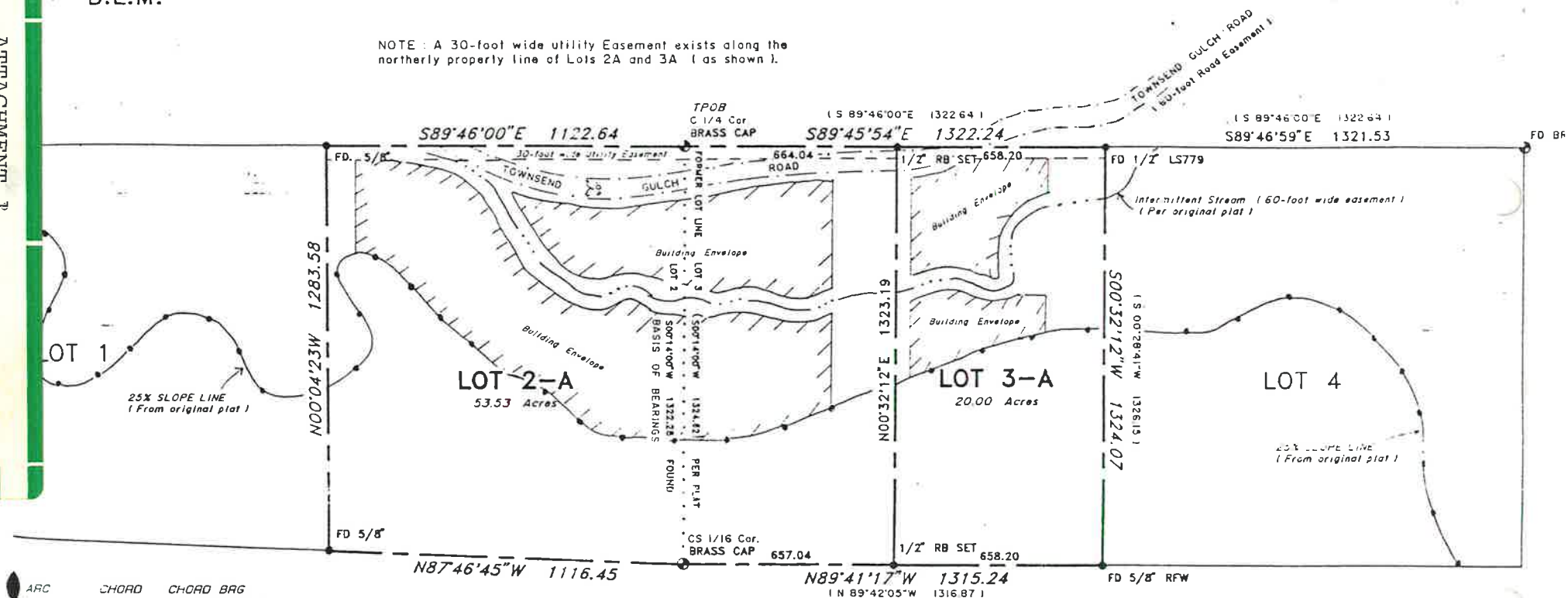
COPY
MICROFILMED
FEB 23 1993
Copies White-State, Yellow-Claimant

B.L.M.

NOTE: A 30-foot wide utility Easement exists along the northerly property line of Lots 2A and 3A (as shown).

The purchaser and/or owner of this lot or parcel understands road construction and snow removal shall be the obligation of his successors in interest, or homeowners association, and is in no way obligated to accept, maintain or improve these are brought up to County standards, dedicated and accepted and that each owner shall notify in writing any successor in

6) Lot 2A shall be subject to further subdivision into 3 lots in accordance with



ARC	CHORD	CHORD BRG
64.62	163.90	S 81°35'25"W
81.67	181.11	S 83°05'08"W
72.29	463.21	N 85°11'57"W
72.71	72.58	N 71°30'53"W

RING	DISTANCE
7'44"W	89.28
6'53"W	274.60
7'09"W	220.78
1'01"W	83.34
7'54"W	161.12

AND WILLIAMS, KETCHUM, IDAHO

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FEB 2 1993

LIMITED
POWER OF ATTORNEY

RECEIVED

FEB 25 1992

Department of Water Resources
Southern Region Office

STATE OF IDAHO,
County of Blaine.

)
) ss.
)

KNOW ALL MEN BY THESE PRESENTS, that I, Christie Anne Haugh, the undersigned, of P.O. Box 2081, City of Ketchum, County of Blaine, State of Idaho, do hereby make, constitute, and appoint James W. Phillips, Esq., of P.O. Box 2740, Hailey, Idaho, my true and lawful attorney in fact for me and in my name, place, and on my behalf:

1. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to the purchase, sale acquisition of water, water rights, and/or the transfer of water rights, including but not limited to the making of applications therefore to the State of Idaho Department of Water Resources and all other acts with regard thereto regarding any and all parcels of real property owned by me in the State of Idaho.

2. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and rights and powers herein granted;

3. The rights, powers, and authority of said attorney in fact herein granted shall commence and be in full force and

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FEB 23 1993

effect upon execution hereof by me and such rights, powers, and authority shall remain in full force and effect thereafter during the remainder of my life or until said power conveyed is terminated by the undersigned.

DATED this 25th day of October, 1991.

Christie Anne Haugh
CHRISTIE ANNE HAUGH

OCTOBER, 1991. SUBSCRIBED AND SWORN TO before me this 25th day of

Nicola Miller
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey, Idaho
Commission Expires: 4/10/96

nm/haughpow.att

MEMORANDUM

TO: File 37-21299

FROM: KAY WALKER *kw*

RE: Ownership Change from Haugh to Eccles Window Rock Ranch

(Attached)

Date: January 4, 2007

.....

While reviewing this claim, for recommendation, I found that this ownership change request is not applicable to this claim and have not processed the change. I am leaving it in the file for information purposes in case better information comes along during the objection period for this area.

The lands purchased by Eccles are located within the easterly portion of Lot 4, Townsend Ranch Subdivision. However, that land is not within Townsend Ranch Subdivision pursuant to county tax lot information and does not appear to be a part of original decree 37-1228.

RECEIVED

DEC 05 2006

DEPT. OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

DEC 08 2004 JUL 22 2004

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Department of Water Resources
Incomplete forms will be returned. Southern 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
★ 37-158B	★ 37-158A	☐			☐
★ 37-30017	★ 37-577A	☐			☐
37-1228	37-1228D	☐			☐
★ 37-2571	★ 37-2571	☐			☐
37-11016		☐			☐

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) 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 PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s):

Christie Ann Haugh

P.O. Box 2081 Ketchum, ID 83340

4. New Owner/Claimant(s):

Eccles Window Rock Ranch, LLC

New Mailing Address:

P.O. Box 3028

City, State, Zip Code:

Salt Lake City, UT 84110

New Telephone Number:

(801)246-5329

5. Date you acquired the property:

Department of Water Resources
Southern Region

SEP 22 2004

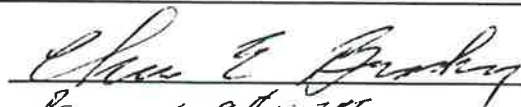
RECEIVED

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than 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>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (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: _____		
<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (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)


Shawn E. Gasky
Power of Attorney

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: _____

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-21299 V1

WATER RIGHT NUMBER: 37-21299 V1

Owner Type

Current Owner

Name and Address

CHRISTIE A HAUGH
95 TOWNSEND GULCH RD
BELLEVUE, ID 83313
(208)788-4703

Priority Date: 05/01/1905

Basis:

Status:

Source

TOWNSEND GULCH CREEK

Tributary

BIG WOOD RIVER

Beneficial Use

IRRIGATION

From To

04/01 to 11/01

Diversion Rate

0.075 CFS

Annual Volume

Total Diversion:

0.075 CFS

Location of Point(s) of Diversion

TOWNSEND GULCH CREEK

BLAINE County

NE1/4NW1/4SE1/4

Sec. 2, Twp 01N, Rge 18E, B.M.

TOWNSEND GULCH CREEK

BLAINE County

NW1/4NW1/4SE1/4

Sec. 2, Twp 01N, Rge 18E, B.M.

Place of Use

IRRIGATION

not on deed

Twp	Rge	Sec	NE				NW				SW				SE				Totals
01N	18E	2	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	3.7
															1.2	2.5			

Total Acres: 3.7

Conditions of Approval:

1. J01 PROPERTY IS ALSO KNOWN AS LOT 3B, TOWNSEND RANCH SUBDIVISION.
2. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-1228D.

Remarks:

Comments:

*I believe this is Lot 3C
still in Christie possession*

*I didn't change
37-1228D -
C. H. H.*

Page 2

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 37-21299 V1

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-21300 V1

WATER RIGHT NUMBER: 37-21300 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	CHRISTIE A HAUGH 95 TOWNSEND GULCH RD BELLEVUE, ID 83313 (208)788-4703
Current Owner	BOB CHRISTENSEN PO BOX 1177 HAILEY, ID 83333 (208)788-6380

*Now owned by
Poca*

Priority Date: 05/01/1905

Basis:

Status:

<u>Source</u>	<u>Tributary</u>
TOWNSEND GULCH CREEK	BIG WOOD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.075 CFS	
	<u>Total Diversion:</u>	0.075 CFS	

Location of Point(s) of Diversion

TOWNSEND GULCH CREEK BLAINE County	NE1/4NW1/4SE1/4	Sec. 2, Twp 01N, Rge 18E, B.M.
TOWNSEND GULCH CREEK BLAINE County	NW1/4NW1/4SE1/4	Sec. 2, Twp 01N, Rge 18E, B.M.

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	2													3.7				3.7

Total Acres: 3.7

Conditions of Approval:

1. PARCEL 00557000004AA
2. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-1228D.
3. J01 PROPERTY IS ALSO KNOWN AS LOT 4A, TOWNSEND RANCH SUBDIVISION.

Remarks:*Now owned
by Poca Ferry*

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 37-21300 V1

Comments:

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
----------------	---------------------------	-----------------	---------------------------	-----------------	---------------

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Summary	11/3/2006 4:59:08 PM	CFRITSCH	Bulk Copy

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-2571 V1

WATER RIGHT NUMBER: 37-2571 V1

<u>Owner Type</u>	<u>Name and Address</u>
Previous Owner	CHRISTIE A HAUGH 95 TOWNSEND GULCH RD BELLEVUE, ID 83313 (208)788-4703
Original Owner	JAMES L HURST BOX 47 125 HURST LN BELLEVUE, ID 83313 (208)788-2712
Current Owner	ECCLES WINDOW ROCK RANCH LLC PO BOX 3028 SALT LAKE CITY, UT 84110 (801) 246-5329
Attorney	CHARLES G BROCKWAY C/O BROCKWAY ENGINEERING 2016 N WASHINGTON ST #4 TWIN FALLS, ID 83301 (208)736 8543

Priority Date: 03/31/1947

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/31	0.780 CFS	136.50 AF
	<u>Total Diversion:</u>	0.780 CFS	136.50 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4SW1/4NW1/4	Sec. 1, Twp 01N, Rge 18E, B.M.
BLAINE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	1							20.0					19.0					39.0

Total Acres: 39

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-2571 V1

1. C18 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.

Remarks:

Comments:

1. MERRITT 12/22/1992 OWNERSHIP CHANGE
Comment: HURST TO HAUGH.

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-577A V1

WATER RIGHT NUMBER: 37-577A V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ANNA LEE WATTS PO BOX 172 BELLEVUE, ID 83313
Original Owner	W R WATTS PO BOX 172 BELLEVUE, ID 83313 (208)788-3188
Previous Owner	CHRISTIE A HAUGH 95 TOWNSEND GULCH RD BELLEVUE, ID 83313 (208)788-4703
Current Owner	ECCLES WINDOW ROCK RANCH LLC PO BOX 3028 SALT LAKE CITY, UT 84110 (801) 246-5329
Attorney	CHARLES E BROCKWAY C/O BROCKWAY ENGINEERING 2016 N WASHINGTON ST #4 TWIN FALLS, ID 83301

Priority Date: 03/24/1883

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG WOOD RIVER	MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 10/15	0.350 CFS	
	<u>Total Diversion:</u>	0.350 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER	NE1/4NW1/4SW1/4	Sec. 1, Twp 01N, Rge 18E, B.M.
BLAINE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	1									6.0		10.0						16.0

Total Acres: 16

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 37-577A V1

Conditions of Approval:

1. THIS RIGHT WAS FORMERLY 37-0577AT.
***** PURSUANT TO APPROVED TRANSFER NO. 3942: 1. A MEASURING DEVICE OF A TYPE APPROVED BY THIS DEPARTMENT SHALL BE MAINTAINED AS A PART OF THE DIVERTING WORKS.
2. USE OF WATER UNDER THIS WATER RIGHT WILL BE REGULATED BY THE WATERMASTER OF STATE WATER DISTRICT NO. 37.
3. ALL RIGHTS WHEN COMBINED SHALL PROVIDE NO MORE THAN 3.5 AFA PER ACRE FOR THE LANDS ABOVE.
4. THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.
5. APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SNAKE RIVER BASIN ADJUDICATION.
6. THE COMBINED ANNUAL VOLUME OF WATER UNDER RIGHT NOS. A37-00158A AND A37-00577A SHALL NOT EXCEED 56.0 ACRE FEET. 7. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.

Remarks:

Comments:

1. JROBERTS 12/7/1994 AMENDED/TRANSFER/OWNERSHIP CHANGE
Comment: This claim was amended and the ownership change pursuant to approved Transfer No. 3942. jr

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-158A V1

WATER RIGHT NUMBER: 37-158A V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ANNA LEE WATTS PO BOX 172 BELLEVUE, ID 83313
Current Owner	ECCLES WINDOW ROCK RANCH LLC PO BOX 3028 SALT LAKE CITY, UT 84110 (801) 246-5329
Attorney	CHARLES E BROCKWAY C/O BROCKWAY ENGINEERING 2016 N WASHINGTON ST #4 TWIN FALLS, ID 83301
Previous Owner	CHRISTIE A HAUGH 95 TOWNSEND GULCH RD BELLEVUE, ID 83313 (208)788-4703
Original Owner	W R WATTS PO BOX 172 BELLEVUE, ID 83313 (208)788-3188

Priority Date: 07/01/1881

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
BIG WOOD RIVER	MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 10/15	0.400 CFS	
	<u>Total Diversion:</u>	0.400 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER	NE1/4NW1/4SW1/4	Sec. 1, Twp 01N, Rge 18E, B.M.
BLAINE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	1											6.0	10.0					16.0

Total Acres: 16

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 37-158A V1

Conditions of Approval:

1. THIS RIGHT WAS FORMERLY 37-0158. THERE IS SUBSTANTIAL LOSS IN THE APPROX. 5 MILES OF CANAL ABOVE P/U.
***** PURSUANT TO APPROVED TRANSFER NO. 3942: 1. A MEASURING DEVICE OF A TYPE APPROVED BY THIS DEPARTMENT SHALL BE MAINTAINED AS A PART OF THE DIVERTING WORKS.
2. USE OF WATER UNDER THIS WATER RIGHT WILL BE REGULATED BY THE WATERMASTER OF STATE WATER DISTRICT NO. 37.
3. ALL RIGHTS WHEN COMBINED SHALL PROVIDE NO MORE THAN 3.5 AFA PER ACRE FOR THE LANDS ABOVE.
4. THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.
5. APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SNAKE RIVER BASIN ADJUDICATION.
6. THE COMBINED ANNUAL VOLUME OF WATER UNDER RIGHT NOS. A37-00158A AND A37-00577A SHALL NOT EXCEED 56.0 ACRE FEET. 7. FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.

Remarks:

Comments:

1. JROBERTS 12/7/1994 AMENDED/TRANSFER/OWNERSHIP CHANGE
Comment: This claim was amended and the ownership changed pursuant to approved Transfer No. 3942. jr

Water Supply Bank:

Waste Water

Waste Water

Waste Water

RECEIVED

DEC 14 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGIONLIMITED POWER OF ATTORNEY

RECEIVED

JUL 22 2004

Department of Water Resources
Southern Region

The Undersigned holder(s) of Licenses, Permits, and/or Applications No. See Exhibit A (attached) of the Department of Water Resources of the State of Idaho ("department") hereby nominates Charles E. Brockway, whose address is 2016 N. Washington St., Twin Falls, ID 83301 as attorney-in-fact, with full authority to act for and on behalf of the undersigned in all matters pertaining to the above numbered permit or application submitted or pending before the "department" or the Snake River Basin Adjudication (Fifth Judicial District Court, Civil Case No. 39576) ("SRBA"). Such acts shall include, but not be limited to, the filing of application, receiving of all notices, the signing and filing of application, extension of time and for amendments of said completion of works and beneficial use of water and amendments thereto.

Spencer F. Eccles
Spencer F. Eccles, Managing Member
Window Rock Ranch LLC

Dated this 6th

State

37-8080 Ridgeland

County

SK

On this

11/21/2006

Public,

PO Eccles

the basis of

subscribed

executed this

SK 20944
SK 20936
SK 20942
SK 20938
SK 20940
SK 7745C

Dunsmuir

no PO

11/21/2006S
E
A
L

Eccles
Window Rock
RANCH

Please Call
Jaron Helms
BROCKWAY 736-8543

Spencer F. Eccles, Notary Public
do hereby certify that me, a Notary Public
ad to me on the 6th day of December, 2006
at Window Rock, Idaho (are)
by me

SK 158
SK 577
SK 257
SK 4676A
SK 2468A
SK 1227A
SK 1228C

notary Public
and for said State and County
January 6, 2004
My Commission Expires on

Recorded at the Request of:
Scott H. Clark, Esq.
Ray Quinney & Nebeker P.C.
299 South Main Street, Suite 350
Salt Lake City, UT 84111

Mail Tax Notice to:
Eccles Window Rock Ranch, LLC
79 South Main Street, 2nd Floor
P.O. Box 3028
Salt Lake City, UT 84111


Parcel II
of instrument #
404649
Ripland 60 acre
Parcel with
main house

(208) 726-4595 (208) 726-1062
Phone Number Fax Number

SPECIAL WARRANTY DEED

Scott H. Clark, Trustee, under the **Trust Agreement** dated November 21, 1986, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under Grantor, to **Eccles Window Rock Ranch, LLC**, a Utah Limited Liability Company, Grantee, whose address is 79 South Main Street, 2nd Floor, P.O. Box 3028, Salt Lake City, UT 84111, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the following described real property in Blaine County, Idaho:

**TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE
COUNTY, IDAHO.**

SECTION 1: SW¹/₄SW¹/₄ and S¹/₂NW¹/₄SW¹/₄

TOGETHER WITH ALL APPURTENANT WATER RIGHTS.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

WITNESS the hand of said Grantor this 23rd day of December, 2005.

Scott H. Clark, Trustee

STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE CITY)

On the 23 day of December, 2005, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared **Scott H. Clark**, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes therein expressed.

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


Notary Public

Accom.

QUITCLAIM DEED

• FOR VALUE RECEIVED

SCOTT H. CLARK, as Trustee under Trust Agreement Dated November 21, 1986

do hereby CONVEY, RELEASE, REMISE and FOREVER quit claim unto

ECCLES WINDOW ROCK RANCH, L.L.C, a Utah limited liability company

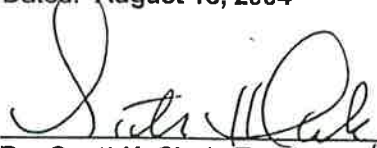
whose address is: C/o Spencer Eccles, P.O. Box 3028, Salt Lake City, Utah 84110

the following described premises situated in Blaine County, Idaho, to wit:

SEE ATTACHED LEGAL DESCRIPTION "EXHIBIT A"

together with their appurtenances.

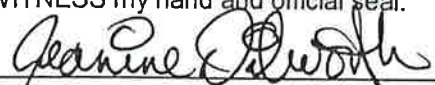
Dated: August 18, 2004

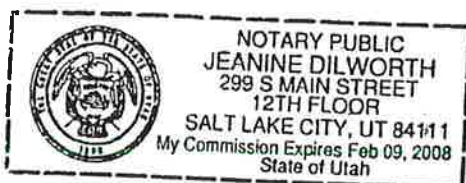

By: Scott H. Clark, Trustee

State of Utah }
County of Salt Lake } ss.
}

On this 25 day of August, in the year 2004, before me, the undersigned, personally appeared Scott H. Clark, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as trustee(s) of Trust Agreement Dated November 21, 1986, and acknowledged to me that he/she/they executed the same as such trustee(s).

WITNESS my hand and official seal.


Notary Public
Commission Expires: _____



ACCOM

LEGAL DESCRIPTION

PARCEL I:

IN 18E Sec 2 NW NE

Lots 1, 2, 3 and 4 of FORREST WILLIAMS SUBDIVISION, according to the official plat thereof, recorded as Instrument no. 200459, records of Blaine County, Idaho.

PARCEL II:

IN 18E Sec 2 S1, N6

Lots 1, 2, 3 and 4 of the REPLAT OF CAL PACIFICO RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 310615, records of Blaine County, Idaho.

PARCEL III:

A PARCEL OF LAND LOCATED WITHIN NW $\frac{1}{4}$ NE $\frac{1}{4}$, SEC. 12, T1N, R18E, B.M. BLAINE COUNTY, ID more particularly described as follows:

COMMENCING at the N $\frac{1}{4}$ corner of said Sec. 12, said corner being the TRUE POINT OF BEGINNING;

Thence N. 89°03'10" E., 1,315.20 feet along the North Section line of said Sec. 12 to the Westerly right-of way of State Highway 75; thence S. 0°18'00" E. 871.68 feet along said Westerly right-of-way of State Highway 75; thence S. 89°11'39" W. 341.50 feet; thence S. 0°26'40" W., 125.00 feet; thence S. 89°11'39" W. 201.87 feet; thence S. 0°26'40" W. 320.00 feet to the Southerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 12; thence S. 89°11'39" W., 2,103.26 feet along said Southerly boundary of NW $\frac{1}{4}$ NE $\frac{1}{4}$, and the Southerly boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ to the SW Corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 12, thence N. 0°36'03" W., 1,310.10 feet to the NW corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 12; thence N. 89°03'10" E., 1,337.26 feet along the Northerly line of said Sec. 12 to the N $\frac{1}{4}$ corner being the TRUE POINT OF BEGINNING. (TL 7521)

PARCEL IV:

A PARCEL OF LAND LOCATED WITHIN THAT EASTERLY PORTION OF LOT 4, TOWNSEND RANCH SUB, SEC. 2, T1N, R18E, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 268858, RECORDS OF BLAINE COUNTY, ID being more particularly described by metes and bounds as follows:

COMMENCING at a brass cap marking the East $\frac{1}{4}$ corner of said Sec. 2, said corner being the TRUE POINT OF BEGINNING;

Thence S. 00° 50'35" W., 1,328.21 feet along the Section line common to Sections 1 and 2 to the S $\frac{1}{16}$ corner; thence N. 89° 36'20" W., 1,157.86 feet along the Southerly boundary of said Lot 4; Thence leaving said Southerly boundary N. 17° 53' 36" E., 242.11 feet; thence N. 49° 41'32" E. 639.00 feet; thence N. 29° 11' 23" E., 380.66 feet; thence N. 16° 09' 40" E., 359.46 feet to a point on the Northerly boundary of said Lot 4; thence S. 89° 46' 59" E., 330.00 feet along said Northerly boundary of Lot 4 to the TRUE POINT OF BEGINNING. (TL 7522)

CONTINUED

PARCEL V:

A PARCEL OF LAND LOCATED WITHIN THE NE¼ SEC. 2, T1N, R 18E, B.M., BLAINE COUNTY, ID, more particularly described as follows:

COMMENCING at a G.L.O. brass cap marking the East one-quarter corner of said Section 2; Thence N. 89°46'09" W., 330.00 feet along the South Boundary of said NE¼ to the REAL POINT OF BEGINNING;

Thence continuing N. 89°46'09" W., 308.25 feet along said South boundary NE¼, Sec. 2 to a 5/8 inch rebar marking the Southeast corner of the Cal Pacifico Ranch Sub.; thence N. 0°01'50" E., 1,284.48 feet along the east boundary of said Cal Pacifico Sub. to a ½ inch rebar on an angle point on the East boundary of Lot 2, Cal Pacifico Sub.; thence S. 89°52'45" E., 309.34 feet along the South boundary of Brian Dr. to the Northeast corner of Tax Lot 6449; Thence S. 0°04'46" W., 1,285.07 feet along the line common to Tax Lots 6449 and 6391 to the POINT OF BEGINNING. (TL 7256)

Together with a 60 foot easement for ingress and egress more particularly described as follows:

TOWNSHIP 1 NORTH, RANGE 18 EAST OF THE BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 2: A tract of land in the NE¼ being more particularly described as follows:

Beginning at the Northeast corner of the property previously described in the indenture as being conveyed to the Grantees; thence N. 89°42' W., 330 feet; thence N. 0°13' E., 50 feet; thence S. 89°42' E., 660 feet; thence S. 0°13' W., 60 feet; thence N. 89°42' W., 330 feet to the TRUE POINT OF BEGINNING.

Together with all appurtenant water rights

AmériTitle
Parcel I of
Old Survey
404649
Go Acre Parcel with
Brian's House
(208) 726-4595
Phone Number
(208) 726-1062
Fax Number
ve for Lou...

Space above for ζ_{outer}

Recorded at the Request of:
Scott H. Clark, Esq.
Ray Quinney & Nebeker P.C.
299 South Main Street, Suite 350
Salt Lake City, UT 84111

Mail Tax Notice to:
Eccles Window Rock Ranch, LLC
79 South Main Street, 2nd Floor
P.O. Box 3028
Salt Lake City, UT 84111



40 ACRE
PARCEL
SOUTH END
OF RANCH

(208) 726-4595
Phone Number

(208) 726-1062
Fax Number

der's use

SPECIAL WARRANTY DEED

Scott H. Clark, Trustee, under the **Trust Agreement** dated November 21, 1986, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under Grantor, to **Eccles Window Rock Ranch, LLC**, a Utah Limited Liability Company, Grantee, whose address is 79 South Main Street, 2nd Floor, P.O. Box 3028, Salt Lake City, UT 84111, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the following described real property in Blaine County, Idaho:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 12: NW $\frac{1}{4}$ NW $\frac{1}{4}$

TOGETHER WITH ALL APPURTENANT WATER RIGHTS.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

WITNESS the hand of said Grantor this 23rd day of December, 2005.


Scott H. Clark, Trustee

STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE CITY)

On the 23 day of December, 2005, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared **Scott H. Clark**, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes therein expressed.

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


Notary Public

Recorded at the Request of:
Scott H. Clark, Esq.
Ray Quinney & Nebeker P.C.
299 South Main Street, Suite 350
Salt Lake City, UT 84111

Mail Tax Notice to:
Eccles Window Rock Ranch, LLC
79 South Main Street, 2nd Floor
P.O. Box 3028
Salt Lake City, UT 84111

AmériTitle
TAX LOT 6391
LOC CABIN
PARCELS 10 ACRES

(208) 726-4595
Phone Number

(208) 726-1062
Fax Number

Space above for County Recorder's use

SPECIAL WARRANTY DEED

Scott H. Clark, Trustee, under the **Trust Agreement** dated November 21, 1986, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under Grantor, to **Eccles Window Rock Ranch, LLC**, a Utah Limited Liability Company, Grantee, whose address is 79 South Main Street, 2nd Floor, P.O. Box 3028, Salt Lake City, UT 84111, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the following described real property in Blaine County, Idaho:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 2: BEGINNING at the E $\frac{1}{4}$ corner of Section 2; thence
N. 89° 42' 00" W., 330.00 feet; thence
N. 00° 13' 00" E., 1,285.74 feet; thence
S. 89° 42' 00" E., 330.00 feet; thence
S. 00° 13' 00" W., 1,285.74 feet to the TRUE POINT OF
BEGINNING.

TOGETHER WITH a 60 feet (60') Easement for ingress and egress more particularly described as follows:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 2: A tract of land in the NE $\frac{1}{4}$ being more particularly described as follows:

BEGINNING at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence
N. 89° 42' W., 660 feet; thence
S. 00° 13' W., 60 feet; thence
S. 89° 42' E., 660 feet; thence
N. 00° 13' E., 60 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH ALL APPURTENANT WATER RIGHTS.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

WITNESS the hand of said Grantor this 23rd day of December, 2005.


Scott H. Clark, Trustee

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE CITY)

On the 23 day of December, 2005, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared **Scott H. Clark**, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes therein expressed.

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


Notary Public

853974

Recorded at the Request of:
Scott H. Clark, Esq.
Ray Quinney & Nebeker P.C.
299 South Main Street, Suite 350
Salt Lake City, UT 84111

Mail Tax Notice to:
Eccles Window Rock Ranch, LLC
79 South Main Street, 2nd Floor
P.O. Box 3028
Salt Lake City, UT 84111

VI
718 LOT # 7256
Amertitle VI
1.0 ACRE
PARCEL ALONG
SIDE CABIN 10
ACRE PARCEL
(208) 726-4595
Phone Number
(208) 726-1062
Fax Number
S1

SPECIAL WARRANTY DEED

Scott H. Clark, Trustee, under the **Trust Agreement** dated November 21, 1986, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under Grantor, to **Eccles Window Rock Ranch, LLC**, a Utah Limited Liability Company, Grantee, whose address is 79 South Main Street, 2nd Floor, P.O. Box 3028, Salt Lake City, UT 84111, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the following described real property in Blaine County, Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL APPURTENANT WATER RIGHTS.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

WITNESS the hand of said Grantor this 23rd day of December, 2005.


Scott H. Clark, Trustee

STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE CITY)

On the 23 day of December, 2005, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared **Scott H. Clark**, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes therein expressed.

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


Notary Public

EXHIBIT "A"

A PARCEL OF LAND LOCATED WITHIN THE NE¼ SECTION 2, TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO, more particularly described as follows:

COMMENCING at a G.L.O. brass cap marking the east one-quarter corner of said Section 2; thence
N. 89° 46' 09" W., 330.00 feet along the south boundary of said NE¼ to the REAL POINT OF BEGINNING; thence continuing
N. 89° 46' 09" W., 308.25 feet along said south boundary NE¼, Section 2 to a 5/8 inch rebar marking the southeast corner of the Cal Pacifico Ranch Sub; thence
N. 0° 01' 50" E., 1,284.48 feet along the east boundary of said Cal Pacifico Ranch Sub. To a ½ inch rebar on an angle point on the east boundary of Lot 2, Cal Pacifico Sub; thence
S. 89° 52' 45" E., 309.34 feet along the south boundary of Brian Drive to the northeast corner of Tax Lot 6449; thence
S. 0° 04' 46" W., 1,285.07 feet along the line common to Tax Lots 6449 & 6391 to the REAL POINT OF BEGINNING.

TOGETHER with a 60 foot easement for ingress and egress more particularly described as follows:

TOWNSHIP 1 NORTH, RANGE 18 EAST OF THE BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 2: A tract of land in the NE¼ being more particularly described as follows:

BEGINNING at the Northeast corner of the property previously described in the indenture as being conveyed to the Grantees; thence
N. 89° 42' W., 330 feet; thence
N. 0° 13' E., 60 feet; thence
S. 89° 42' E., 660 feet; thence
S. 0° 13' W., 60 feet; thence
N. 89° 42' W., 330 feet to the TRUE POINT OF BEGINNING.

Recorded at the Request of:
Scott H. Clark, Esq.
Ray Quinney & Nebeker P.C.
299 South Main Street, Suite 350
Salt Lake City, UT 84111

10
10
AmériTitle

OLD BURKE
PARCEL 73 ACRES

Mail Tax Notice to:
Eccles Window Rock Ranch, LLC
79 South Main Street, 2nd Floor
P.O. Box 3028
Salt Lake City, UT 84111

(208) 726-4595
Phone Number

(208) 726-1062
Fax Number

Space above for County Recorder's use

SPECIAL WARRANTY DEED

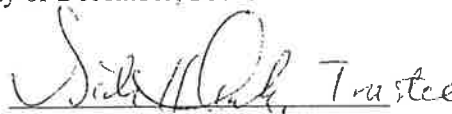
Scott H. Clark, Trustee, under the **Trust Agreement** dated November 21, 1986, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under Grantor, to **Eccles Window Rock Ranch, LLC**, a Utah Limited Liability Company, Grantee, whose address is 79 South Main Street, 2nd Floor, P.O. Box 3028, Salt Lake City, UT 84111, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the following described real property in Blaine County, Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL APPURTENANT WATER RIGHTS.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

WITNESS the hand of said Grantor this 23rd day of December, 2005.


Scott H. Clark, Trustee

STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE CITY)

On the 23 day of December, 2005, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared **Scott H. Clark**, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes therein expressed.

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


Notary Public

EXHIBIT "A"

A PARCEL OF PROPERTY BEING ALL OF THE NE $\frac{1}{4}$ NW $\frac{1}{4}$ AND A PORTION OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 12, 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY IDAHO, more particularly described as follows:

COMMENCING at the N $\frac{1}{4}$ corner of said Section 12, said corner being the TRUE POINT OF BEGINNING; thence
N. 89° 03' 10" E., 1,315.20 feet along the north section line of said Section 12 to the westerly right-of-way or State Highway 75; thence
S. 0° 18' 00" E., 871.68 feet along said westerly right-of-way of State Highway 75; thence
S. 89° 11' 39" W., 341.50 feet; thence
S. 0° 26' 40" W., 125.00 feet; thence
S. 89° 11' 39" W., 201.87 feet; thence
S. 0° 26' 40" W., 320.00 feet to the southerly boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 12; thence
S. 89° 11' 39" W., 2,103.26 feet along said southerly boundary of NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the southerly boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ to the SW corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12; thence
N. 0° 36' 03" W., 1,310.10 feet to the NW corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 12; thence
N. 89° 03' 10" E., 1,337.26 feet along the northerly line of said Section 12 to the N $\frac{1}{4}$ corner of Section 12, said corner being the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM any portion of State Highway 75 lying therein.

Recorded at the Request of:
Scott H. Clark, Esq.
Ray Quinney & Nebeker P.C.
299 South Main Street, Suite 350
Salt Lake City, UT 84111

Mail Tax Notice to:
Eccles Window Rock Ranch, LLC
79 South Main Street, 2nd Floor
P.O. Box 3028
Salt Lake City, UT 84111

VII VII
AmériTitle
PARCEL A OF
TOWNSEND
RANCH
SUBDIVISION

(208) 726-4595
Phone Number

(208) 726-1062
Fax Number e

SPECIAL WARRANTY DEED

Scott H. Clark, Trustee, under the **Trust Agreement** dated November 21, 1986, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under Grantor, to **Eccles Window Rock Ranch, LLC**, a Utah Limited Liability Company, Grantee, whose address is 79 South Main Street, 2nd Floor, P.O. Box 3028, Salt Lake City, UT 84111, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the following described real property in Blaine County, Idaho:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ALL APPURTENANT WATER RIGHTS.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

WITNESS the hand of said Grantor this 23rd day of December, 2005.



Scott H. Clark, Trustee

STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE CITY)

On the 23 day of December, 2005, before me, a Notary Public of said State, duly commissioned and sworn, personally appeared **Scott H. Clark**, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged that being informed of the contents of the instrument it was executed freely and voluntarily for the purposes therein expressed.

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



Notary Public

LEGAL DESCRIPTION

That easterly portion of LOT 4, TOWNSEND RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 268858, records of Blaine County, Idaho, being more particularly described by metes and bounds as follows:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN
SECTION 2, BLAINE COUNTY, IDAHO

Commencing at a brass cap marking the East 1/4 Corner of said Section 2, said Corner being the True Point of Beginning.

Thence S00° 50' 35"W, 1328.21 feet along the Section line common to Sections 1 and 2 to the S1/16 Corner;

thence N89° 36' 20"W, 1157.86 feet along the southerly boundary of said Lot 4;

thence leaving said southerly boundary N17° 53' 36"E, 242.11 feet;

thence N49° 41' 32"E, 639.00 feet;

thence N29° 11' 23"E, 380.66 feet;

thence N16° 09' 40"E, 359.46 feet to a point on the northerly boundary of said Lot 4;

thence S89° 46' 59"E, 330.00 feet along said northerly boundary of Lot 4 to the True Point of Beginning.

Said described parcel contains approximately 20.99 acres, or approximately 914,468 square feet.

Now known as PARCEL A of TOWNSEND RANCH SUBDIVISION: Lot 4-A According to the official plat thereof recorded as Instrument No. 416981, records of Blaine County, Idaho.

AmériTitle

- 1) FOREST WILLIAMS SUBDIVISION
- 2) CAL PACIFIC SUBDIVISION

(208) 726-1062
Fax Number

853973

EXHIBIT "A"

PARCEL I:

Lots 1, 2, 3 and 4 of FORREST WILLIAMS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 200459, records of Blaine County, Idaho.

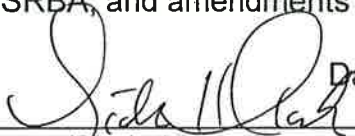
PARCEL II:

Lots 1, 2, 3 and 4 of the REPLAT OF CAL-PACIFICO RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 310615.

RECEIVED
JUL 22 2004
Department of Water Resources
Southern Region

LIMITED POWER OF ATTORNEY

The Undersigned holder(s) of Licenses, Permits, and/or Applications No. See Exhibit A (attached) of the Department of Water Resources of the State of Idaho ("department") hereby nominates Charles E. Brockway, whose address is 2016 N. Washington Street, Twin Falls, ID 83301 as attorney-in-fact, with full authority to act for and on behalf of the undersigned in all matters pertaining to the above numbered permit or application submitted or pending before the "department" or the Snake River Basin Adjudication (Fifth Judicial District Court, Civil Case No. 39576) ("SRBA"). Such acts shall include, but not be limited to, the filing of application, receiving all notices, the signing and filing of applications for extension of time and for amendments of said permits, the submission of proofs of completion of works and beneficial use of water, and claims in the SRBA, and amendments thereto.


Dated this 7th day of Nov, 2003

Scott H. Clark, Trustee
Trust Agreement Dated November 21, 1986

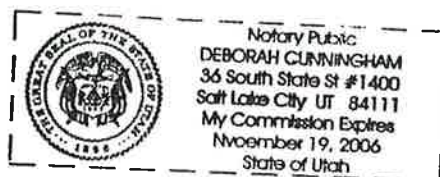
STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On this 7th day of November, in the year of 2003, before me, a Notary Public, personally appeared Scott H. Clark, Trustee under trust agreement dated November 21, 1986, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.



Notary Public
In and for said State and County

S
E
A
L



Nov. 19, 2006
My Commission Expires on

RECEIVED

MAR 24 2004

Order No. 23355

WARRANTY DEED

41418

FOR VALUE RECEIVED

CHRISTIE ANNE HAUGH, an unmarried woman

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

SCOTT H. CLARK, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1986

GRANTEE(s) whose address is: P.O. Box 1506, Sun Valley, ID 83353

the following described real property in Blaine County, Idaho, to wit:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.
SECTION 12: NW1/4NW1/4

SAWTOOTH TITLE

'98 MAY 13 PM 1

FEES \$3

Subject to existing easements and documents of record, public rights of way and interest in the State of Idaho in and to that portion of land line below the high water mark of the Big Wood River.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever, including all water rights appurtenant thereto.

The said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 12, 1998

Christie Anne Haugh
CHRISTIE ANNE HAUGH

State of Idaho

}
}ss.

County of Blaine

On this 12th day of May, in the year 1998, before me, the undersigned, personally appeared CHRISTIE ANNE HAUGH, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Karen A. Smedley
Notary Public
Commission Expires: 9-7-99



Order No. 23355

WARRANTY DEED

414185

FOR VALUE RECEIVED

CHRISTIE ANNE HAUGH, an unmarried woman

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

SCOTT H. CLARK, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1986

GRANTEE(s) whose address is: P.O. Box 1506, Sun Valley, ID 83353

the following described real property in Blaine County, Idaho, to wit:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 1: SW $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

BLAINE COUNTY REQUEST
SAWTOOTH TITLE

'98 MAY 13 PM 1 36

MARY CLARK CLARK

FEES \$ 3⁰⁰

Subject to existing easements and documents of record, public rights of way and interest in the State of Idaho in and to that portion of land line below the high water mark of the Big Wood River.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever, including all water rights appurtenant thereto, which include, but may not be limited to, water rights numbered 37-02571, 37-00158A and 37-00577A.

The said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 12, 1998

Christie Anne Haugh
CHRISTIE ANNE HAUGH

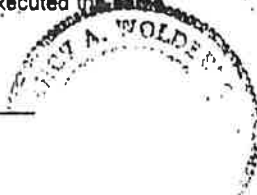
State of Idaho

County of Blaine

On this 12th day of May, in the year 1998, before me, the undersigned, personally appeared CHRISTIE ANNE HAUGH, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Walter G. Gredberg
Notary Public
Commission Expires: 9-7-99



Order No. 23355

WARRANTY DEED

414187

Deed

BLAINE CO. REQUEST

SAWTOOTH TITLE

FOR VALUE RECEIVED

CHRISTIE ANNE HAUGH, an unmarried woman

GRANTOR(s), do(e) hereby GRANT, BARGAIN, SELL and CONVEY unto

'98 MAY 13 PM 1 37

SCOTT H. CLARK, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1988

MARY ANN CLARK

FEES \$ 3 -

GRANTEE(s) whose address is: P.O. Box 1506, Sun Valley, ID 83353

the following described real property in Blaine County, Idaho, to wit:

TOWNSHIP 1 NORTH, RANGE 18, EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 2: Beginning at the E1/4 corner of Section 2;

Thence N89° 42' 00" W, 330.00 feet;

Thence N00° 13' 00" E, 1285.74 feet;

Thence S89° 42' 00" E, 330.00 feet;

Thence S00° 13' 00" W, 1285.74 feet to the P.O.B.

TOGETHER WITH a 60 foot (60') Easement for ingress and egress more particularly described as follows:

SECTION 2: A tract of land in the NE1/4 being more particularly described as follows:

BEGINNING at the Northeast corner of the SE1/4NE1/4, thence

N. 89° 42' W., 660 feet; thence

S. 00° 13' W., 60 feet; thence

S. 89° 42' E., 660 feet; thence

N. 00° 13' E., 60 feet to the TRUE POINT OF BEGINNING

Subject to existing easements and documents of record, public rights of way and interest in the State of Idaho in and to that portion of land line below the high water mark of the Big Wood River.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever, including all water rights appurtenant thereto.

And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 12, 1998

Christie Anne Haugh
CHRISTIE ANNE HAUGH

State of Idaho

County of Blaine

}
}ss.
}

On this 22nd day of May, in the year 1998, before me, the undersigned, personally appeared CHRISTIE ANNE HAUGH, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Nancy A. Stedman
Notary Public
Commission Expires: 9-7-99



414188

Order No. 23355

WARRANTY DEED

BLAINE CO. REQUEST

SAWTOOTH TITLE

FOR VALUE RECEIVED

CHRISTIE ANNE HAUGH, an unmarried woman

'98 MAY 13 PM 1 37

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

MAINTENANCE DECK

SCOTT H. CLARK, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1986 \$3

GRANTEE(s) whose address is: P.O. Box 1506, Sun Valley, ID 83353

the following described real property in Blaine County Idaho, to wit:

TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 1: N1/2 NW1/4SW1/4 and SW1/4NW1/4

Subject To: A Mortgage in favor of James and Shirley Hurst Beneficiary(s), in the original amount of \$1,100,000.00, recorded January 30, 1990, as Instrument No. 315827 records of Blaine County, Idaho which the Grantee(s) herein agree to assume and pay according to it's terms and conditions.

Subject to existing easements and documents of record, public rights of way and interest in the State of Idaho in and to that portion of the land line below the high water mark of the Big Wood River.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee his successors and assigns, forever, including all water rights appurtenant thereto, which include, but may not be limited to water right numbered 37-02571, licensed by the Idaho Department of Water Resources.

The said Grantor does hereby covenant to and with the said Grantee that he is the owner in fee simple of said premises; that said premises are free from all encumbrances; and that Grantor will warranty and defend the same from all lawful claims whatsoever.

Dated: May 12, 1998

Christie Anne Haugh
CHRISTIE ANNE HAUGH

State of Idaho

}
}ss.
}

County of Blaine

On this 13th day of May, in the year 1998, before me, the undersigned, personally appeared CHRISTIE ANNE HAUGH, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Nancy A. Seldman
Notary Public
Commission Expires: 9-7-99





Order No. 98008561
This form furnished by
Blaine County Title Associates

WARRANTY DEED

For Value Received JOHN A. BURKE, a married man as to an undivided 50% interest and CANDIDA C. FORSTMANN, a married woman as to an undivided 50% interest, also shown of record as CANDIDA C. FORSTMANN

the Grantor hereby grants, bargains, sells, conveys and warrants unto SCOTT H. CLARK, TRUSTEE
UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1986

the Grantee whose current address is: P.O. BOX 1435, SUN VALLEY, ID 83353

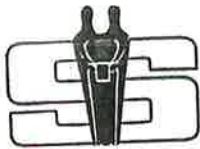
the following described premises, to-wit:

A parcel of property being all of the NE1/4 NW1/4 and a portion of the NW1/4 NE1/4, Sec. 12, T1N, R18E, B.M., Blaine County, Idaho, and more particularly described as follows:

COMMENCING at the N1/4 corner of said Section 12, said corner being the TRUE POINT OF BEGINNING; THENCE N 89°03'10"E, 1315.20 feet along the north section line of said Sec. 12 to the westerly right-of-way of State Highway 75; THENCE S 0°18'00"E, 871.68 feet along said westerly right-of-way of State Highway 75; THENCE S 89°11'39"W, 341.50 feet; THENCE S 0°26'40"W, 125.00 feet; THENCE S 89°11'39"W, 201.87 feet; THENCE S 0°26'40"W, 320.00 feet to the southerly boundary of said NW1/4NE1/4, Sec. 12; THENCE S 89°11'39"W, 2103.26 feet along said southerly boundary of NW1/4NE1/4, and the southerly boundary of the NE1/4NW1/4 to the SW cor. of said NE1/4NW1/4, Sec. 12; THENCE N 0°36'03"W, 1310.10 feet to the NW cor. of the NE1/4NW1/4, Sec. 12; THENCE N 89°03'10"E, 1337.26 feet along the northerly line of said Sec. 12 to the N1/4 cor. of Sec 12, said corner being the TRUE POINT OF BEGINNING

EXCEPTING THEREFROM: Any portion of State Highway 75 lying therein.

Together with any and all



Order No. 98008561
This form furnished by
Blaine County Title Associates

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **JOHN A. BURKE**

the party(ies) of the first part, for and in consideration of the sum of \$ **10.00** and other consideration, lawful money of the United States of America, to have in hand paid by **SCOTT H. CLARK, TRUSTEE**
UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1986

the party(ies) of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the said party of the second part, his/her heirs, executors, administrators and assigns, the following described property to-wit:

1. 1620 FEET OF 6 INCH WADE RAIN ALUMINUM MAIN LINE TOGETHER WITH RING LOCKS
2. 1000 FEET OF 10 INCH WADE RAIN ALUMINUM MAIN LINE TOGETHER WITH RING LOCKS
3. 2 - 1/4 MILE OF A AND M WHEEL LINES TOGETHER WITH VALVE OPENERS AND HOSES
4. 1 40 HORSEPOWER TURBINE PUMP (GE SERIAL #YFP2220) TOGETHER WITH ELECTRICAL PANELS
5. 21 PIECES 3 INCH HOOK AND LATCH HAND LINE

TO HAVE AND TO HOLD

SVTC Order No. 98-14623

WARRANTY DEED

FOR VALUE RECEIVED

STEVEN P. DUININCK and KATHLEEN R. DUININCK, husband and wife

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

SCOTT H. CLARK, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 21, 1986

the grantees, whose current address is Box 1435, Sun Valley ID 83353

the following described premises, in BLAINE COUNTY, IDAHO, to wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH WATER RIGHTS AS SHOWN ON EXHIBIT "B"

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any. Specifically reservations in Warranty Deeds recorded as Instrument Nos. 366707, 366708, and 366711 rerecorded as 367345.

The entirety of the real property described in Exhibit "A" shall be restricted per the terms of the Purchase and Sale Agreement Dated May 7, 1998, Item #4, wherein Buyer covenants and agrees with Sellers, as a material part of the Agreement, that there shall be no residential construction on the entirety of the above-described Real Property until December 31, 2009.

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

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

Dated: May 11, 1998

Steven P. Duinick

Steven P. Duinick

By Kathleen R. Duinick, his attorney in fact

Kathleen R. Duinick

State of Idaho

County of Blaine

Kathleen R. Duinick

Kathleen R. Duinick

On this 14th day of May, 1998, before me a Notary Public in and for said State, personally appeared Kathleen R. Duinick known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Steven P. Duinick and acknowledged to me that she subscribed the same as the attorney in fact of Steven P. Duinick, and that she executed the same.

Notary Public
Residing at
Comm. Expires 3-14-2005



State of Idaho
County of Blaine

On this 14th day of May, 1998, before me a Notary Public in and for said State, personally appeared Kathleen R. Duinick, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at
Comm. Expires 3-14-2005



98-14625

EXHIBIT "A"

PARCEL I

Lots 1, 2, 3 and 4 of FORREST WILLIAMS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 200459, records of Blaine County, Idaho.

PARCEL II

Lots 1, 2, 3 and 4 of the REPLAT OF CAL-PACIFIC RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 310615, records of Blaine County, Idaho

PARCEL III

A PARCEL OF LAND LOCATED WITHIN THE NE1/4 SECTION 2, TOWNSHIP 1 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO, more particularly described as follows:

Commencing at a G.L.O. brass cap marking the east one-quarter corner of said Section 2; thence N. 89°46'09" W., 330.00 feet along the south boundary of said NE1/4 to the REAL POINT OF BEGINNING; thence continuing N. 89°46'09" W., 308.25 feet along said south boundary NE1/4, Section 2 to a 5/8 inch rebar marking the southeast corner of the Cal Pacific Ranch Sub; thence N. 0°01'50" E., 1,284.48 feet along the east boundary of said Cal Pacific Ranch Sub to a 1/4 inch rebar on an angle point on the east boundary of Lot 2, Cal Pacific Sub; thence S. 89°52'45" E., 309.34 feet along the south boundary of Brian Drive to the northeast corner of Tax Lot 6449; thence S. 0°04'46" W., 1,285.07 feet along the line common to tax lots 6449 & 6391 to the POINT OF BEGINNING.

TOGETHER with a 60 foot easement for ingress and egress more particularly described as follows:

TOWNSHIP 1 NORTH, RANGE 18 EAST OF THE BOISE MERIDIAN, BLAINE COUNTY, IDAHO

SECTION 2: A tract of land to the NE1/4 being more particularly described as follows:

Beginning at the Northeast corner of the property previously described in the indemure as being conveyed to the Grantees; thence N. 89°42' W., 330 feet; thence N. 0°13' E., 60 feet; thence S. 89°42' E., 660 feet; thence S. 0°13' W. 60 feet; thence N. 89°42' W., 330 feet to the TRUE POINT OF BEGINNING

98-14635

That portion of Water Right No. 37-07745C which is a ground water right appurtenant to the Real Property, all as more particularly described and defined in Transfer No. 4707, and as claimed in In Re: the General Adjudication of Rights to the Use of Water From the Snake River Basin Water System, Twin Falls District Court Case No. 39673 (the "SRBA") as Claim A37-07745C;

30 miner's inches of Water right No. 37-0315, a surface right, as claimed in the SRBA as Claim A37-00315; and 20936

31.5 miner's inches of Water Right No. 37-0686, a surface right, as claimed in the SRBA as Claim 37-00686; 20938

55 miner's inches of Water Right NO. 37-0688, a surface right, as claimed in the SRBA as Claim 37-00688.

12.5 miner's inches of Water Right No. 37-0713C, a surface right, as claimed in the SRBA, as Claim 37-00713C

All of the above described water rights are subject to the final outcome of all proceedings in and the provisions, terms and conditions of the decree to be entered in the SRBA. Sellers make no representation as to outcome, provisions, terms and conditions of the decree to be entered in the SRBA.

01/05/2007

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

RIGHT NUMBER: 37-21299

NAME AND ADDRESS: CHRISTIE A HAUGH
95 TOWNSEND GULCH RD
BELLEVUE ID 83313

SOURCE: TOWNSEND GULCH CREEK

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.075 CFS

PRIORITY DATE: 05/01/1905

POINT OF DIVERSION:

T01N R18E S2 NENWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/15 10/31

0.075 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T01N R18E S02 NWSE 3.70

3.7 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Property is also known as Lot 3C, Townsend Ranch Subdivision.

This right is a split from former right 37-1228D.



Idaho Department of Water Resources

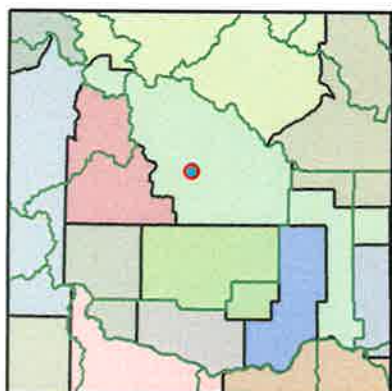
SRBA Recommendation:

37-21299

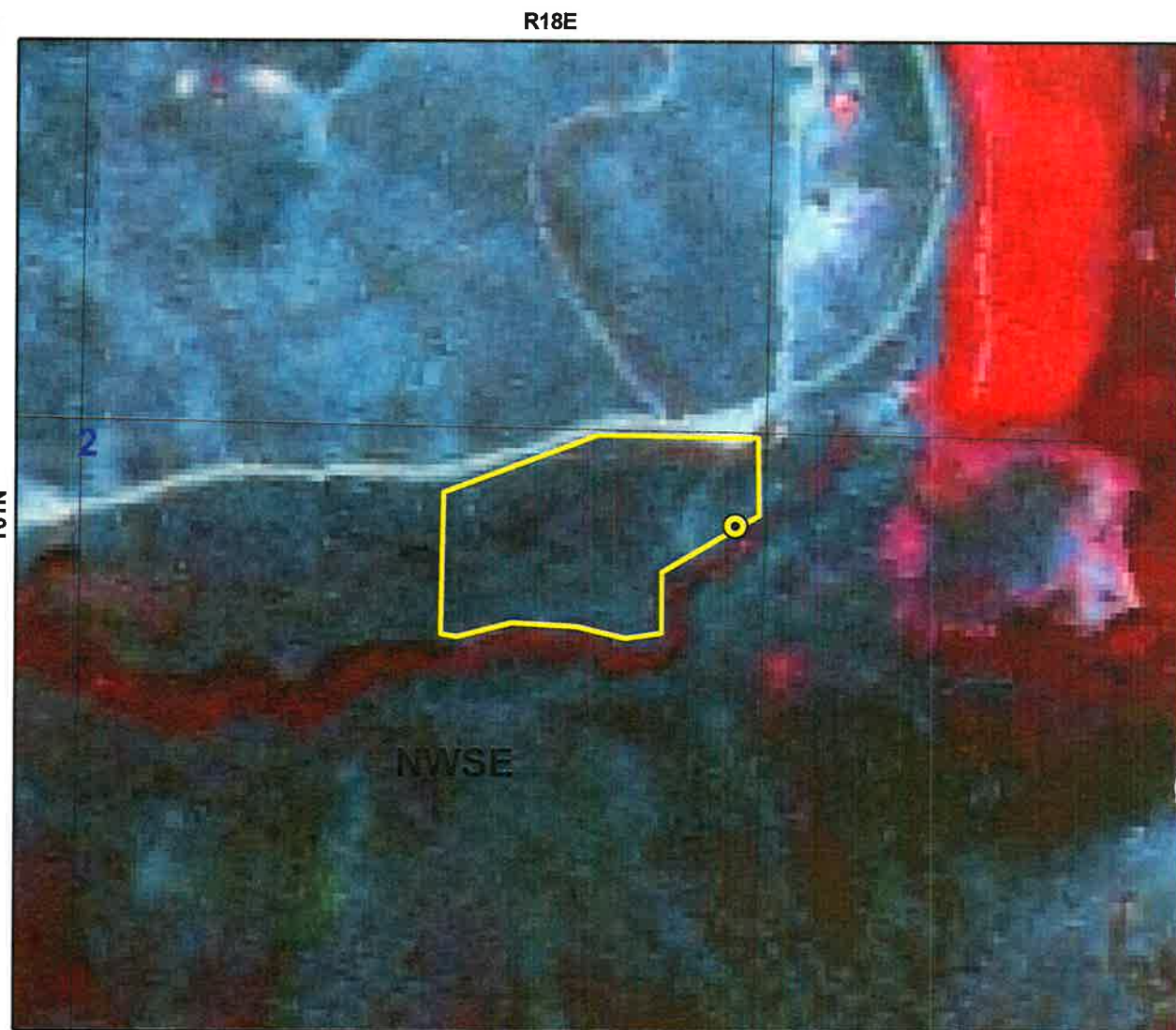
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles



Prepared by K. Walker
On Friday, January 5, 2007
1987/88 Aerial Photography

per phone con.
he is retired
but still
represents
so wants
us to keep
him as
attorney
he gets
recommendation
fw 1/5/07

James Phillips - ~~208-788-7427~~
409 N Main
Hailey 83333 → 788-3496

01/03/2007

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 37-21299

WATER RIGHT NUMBER: 37-21299

Owner Type
Current Owner
Name and Address
CHRISTIE A HAUGH
95 TOWNSEND GULCH RD
BELLEVUE, ID 83313
(208)788-4703

Priority Date: 05/01/1905
Basis: Decreed
Status: Active

Source
TOWNSEND GULCH CREEK
Tributary
BIG WOOD RIVER

Beneficial Use
IRRIGATION
From To
04/01 to 11/01
Diversion Rate
0.075 CFS
Annual Volume
Total Diversion: 0.075 CFS

Not in decreed
Dec. standard
season.

Location of Point(s) of Diversion
TOWNSEND GULCH CREEK
BLAINE County
NE1/4NW1/4SE1/4
Sec. 2, Twp 01N, Rge 18E, B.M.
TOWNSEND GULCH CREEK
BLAINE County
NW1/4NW1/4SE1/4
Sec. 2, Twp 01N, Rge 18E, B.M.

use
on
37-21300

Place of Use
IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	18E	2													1.2	2.5			3.7

Total Acres: 3.7

Conditions of Approval:

1. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 37-1228D.
2. J01 PROPERTY IS ALSO KNOWN AS LOT 38, TOWNSEND RANCH SUBDIVISION.

Remarks:

Comments:

Dates and Other Information:

3C
↑
per county tax
info

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-1228

WATER RIGHT NUMBER: 37-1228

Owner Type

Original Owner

Name and Address

S P NEWMAN

BELLEVUE, ID 83313

Priority Date: 05/01/1905

Basis:

Status: See Remarks

Source

TOWNSEND GULCH CREEK

Tributary

BIG WOOD RIVER

Beneficial Use

IRRIGATION

From To

/ to /

Diversion Rate

0.400 CFS

Annual VolumeTotal Diversion: 0.400 CFSLocation of Point(s) of Diversion

TOWNSEND GULCH CREEK

SW1/4SE1/4NE1/4

Sec. 2, Twp 01N, Rge 18E, B.M.

BLAINE County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
01N	18E	2	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
											X	X			X	X			

Conditions of Approval:

- THIS WR IS SPLIT AND THIS CLAIM IS FOR REFERENCE USE ONLY.
A37-01228A FOR 0.30 CFS ALEXIA A. MARESI BUT THIS WAS LATER AMENDED TO 0.10 BY
LAWRENCE WARNER A37-01228B FOR 0.10 CFS ALEXANDER C. RIDLAND A37-01228C FOR
0.40 CFS CAL-PACIFICO A37-01228D FOR 0.15 CFS HAUGH A37-01228E FOR 0.14 CFS
MITCHELL JULIS

Remarks:Comments:Dates and Other Information:

Recommends:

37-1228A = 0.100

37-1228E = 0.140

37-21299 = 0.075

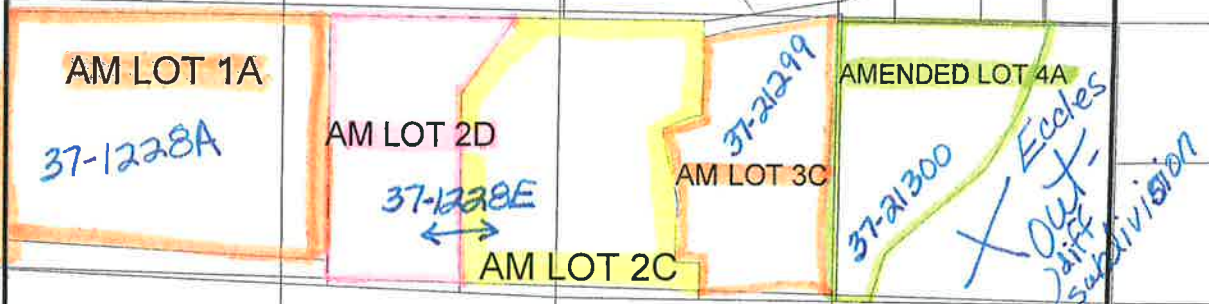
37-21300 = 0.075

0.39 cfs

Decreed = 0.40 cfs

pedigree updated - kw 1/5/07

N $\frac{1}{2}$ S $\frac{1}{2}$
Sec 2



all lots found to
be in Townsend Ranch
Subdivision per Co. tax
records - tw 1/3/07

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-1228

WATER RIGHT NUMBER: 37-1228

Owner Type

Current Owner

Name and Address

S P NEWMAN ✓

BELLEVUE, ID 83313

Priority Date: 05/01/1905 ✓

Basis: Decreed ✓

Status: Active

Source

TOWNSEND GULCH CREEK ✓

Tributary

BIG WOOD RIVER

Beneficial Use

IRRIGATION

From To

/ to /

Diversion Rate ✓

0.400 CFS ✓

Annual VolumeTotal Diversion:

0.400 CFS ✓

Location of Point(s) of Diversion

TOWNSEND GULCH CREEK

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
01N	18E	2	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
											X	X			X	X			

Conditions of Approval:Remarks:Comments:Dates and Other Information:

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE.

RECEIVED

NOV 13 1930

Department of Law Resources
Southern District Office

THOMAS WERRY and ESTHER WERRY,

Plaintiffs,

vs.

D E C R E E.

S. P. NEWMAN and JOSEPH TEUSCHER,

Defendants.

8-1
File 37-A

This cause coming on regularly to be heard in open Court the 25th day of September, 1924, the said plaintiffs being represented by W. A. Brodhead, Esq., and the said defendants by J. G. Hedrick, Esq.; and after the introduction of certain testimony on the part of the plaintiffs in support of the complaint and testimony on the part of the defendants in support of the cross complaint of S. P. Newman, a stipulation was entered into between counsel for respective parties that judgment in said cause be entered as follows: And the Court being fully advised, and pursuant to said stipulation:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows, to-wit:

1. That the said plaintiffs are now, and they and their predecessors in interest have been since about the year 1883, the owners of and in possession of, and entitled to the possession of the following described land in Blaine County, State of Idaho, to-wit:

Lot 4, Sec. 1, Lots 1 and 2 and ~~Sec. 1~~ Sec. 2 in Tp. 1 N., R. 18 E.B.M.

NOV 13 1930

2. That said land is dry and arid in character and will not in its natural state produce profitable agricultural crops without the artificial application of water for irrigation.

37-1227 3. That the said plaintiffs are the owners of the right to the use of 45 miners inches, equivalent to 0.9 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, June 1, 1883.

37-1228 4. That the defendant S. P. Newman is now, and he and his predecessors in interest have been since the year 1905, the owners of the N $\frac{1}{2}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 2, Tp. 1 N., R. 18 E.B.L.

5. That said land is dry and arid in character and will not in its natural state produce profitable agricultural crops without the artificial application of water for irrigation.

6. That the said defendant S. P. Newman is the owner of the right to the use of 20 miners inches, equivalent to 0.4 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, May 1, 1905.

7. That each of the parties to this action be, and they and their successors agents, servants, and all persons acting by, through, or under them, or either of them be, and they and each of them are hereby perpetually restrained and enjoined from in any manner interfering with the flow of the waters of Townsend Gulch, except as in this decree provided.

Done in open Court this 2nd day of October, 1914.

NOV 22 1913

miners inches, equivalent to 0.9 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, June 1, 1883.

4. That the defendant S. P. Newman is now, and he and his predecessors in interest have been since the year 1905, the owners of the N $\frac{1}{2}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 2, Tp. 1 N., R. 18 E.B.M.

5. That said land is dry and arid in character and will not in its natural state produce profitable agricultural crops without the artificial application of water for irrigation.

6. That the said defendant S. P. Newman is the owner of the right to the use of 20 miners inches, equivalent to 0.4 cubic feet per second of the waters of what is known as Townsend Gulch for the irrigation of the land hereinabove described, with date of priority, May 1, 1905.

7. That each of the parties to this action be, and they and their successors agents, servants, and all persons acting by, through, or under them, or either of them be and they and each of them are hereby perpetually restrained and enjoined from in any manner interfering with the flow of the waters of Townsend Gulch, except as in this decree provided.

Done in open Court this 2nd day of October, 1924.

H. F. Insign

District Judge.

Filed and entered Oct. 2, 1924.
Cassie M. Russell, Clerk District Court.
Blaine County, Idaho.
By Geo. A. McLeod, Deputy.

NOV 22 1924



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 24, 2004

CHRISTIE HAUGH
C/O JAMES PHILLIPS
PO BOX 2740
HAILEY ID 83333

RE: SRBA Claim(s) 37-1228D

Dear Claimants:

Pursuant to the notification that you sold a portion of the property to which the above referenced adjudication claim is appurtenant, the department has split the original claim. Your portion has been numbered 37-21299.

Enclosed please find your copy of the computer-generated claim. Review this document and should you have any questions or corrections, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

Memo to Files 37-1228A, 37-1228B, 37-1228C, 37-1228D, & 37-1228E

OCTOBER 28, 2002

JEANIE ROBERTSON

37-1228 is a decreed right for 0.4 cfs

There are five claims against it for a total of 0.89 cfs

There are four lots in the Townsend Gulch (or Ranch) Subdivision. Information in the files seems to indicate that .1 cfs was to go to each lot. (There was a lot-line shift sometime later on which appears to have changed the size of lots 2 and 3, **increasing** Lot 2 to 2A and **decreasing** Lot 3 to 3A.)

37-1228A is for Lot 1, Townsend Ranch Subdivision 0.1 cfs

according to the Blaine County Assessor's Office, Lot 1 is owned by Warner

37-1228B may be for Lot 4, Townsend Ranch Subdivision, 0.1 cfs

this claim was filed by Alex Ridland in 1989 and may have been sold to Christie Haugh?

37-1228C was filed by Cal-Pacifico for the entire right based on accomplished transfer

37-1228D was filed by Christie Haugh for 0.15 cfs in 1992

it says it is for Lots 2A and 3A of the Townsend Ranch Subdivision (perhaps it is actually for Lots 3A and 4 according to the legal description, and claim 37-1228B should have been changed?) Lot 2A is owned by someone else and claimed under part E. Lot 3A is owned by Haugh and Lot 4 was recently sold by Haugh to Robert Christiansen.

37-1228E was filed by Mitchell Julis for 0.14 cfs for Lot 2A

I think it may have intended to claim the extra .04 and 2.5 acres in the NWSE of Section 2 because of the so-called lot line shift and reduce the .04 and 2.5 acres in the NWSE of Section 2 from Lot 2A. Lot 3A was sold to Carol & Eugene Holman.

LANDSCAPE EASEMENT AGREEMENT

24th This Landscape Easement Agreement ("Agreement") is dated for reference purposes the day of June, 2002, and is made and entered by and between **Mitch Julis**, a married man as his sole and separate property ("Julis"), and **Chris Haugh**, an unmarried woman ("Haugh").

1. **Recitals.** This Agreement is made in contemplation of the following facts and purposes:

A. Julis is the owner in fee simple of a parcel of property located in Blaine County, Idaho, described as Lot 2A, Townsend Ranch Subdivision according to the official plat thereof recorded as Instrument No. 336554, records of Blaine County, Idaho ("Julis Property").

B. Haugh is the owner in fee simple of a parcel of property located in Blaine County, Idaho, described as Lot 3A, Townsend Ranch Subdivision according to the official plat thereof recorded as Instrument No. 336554, records of Blaine County, Idaho ("Haugh Property").

C. Julis and Haugh desire to establish a perpetual landscape easement across the Julis Property for the benefit of Haugh and the Haugh Property on the terms hereinafter provided.

D. Now, therefore, on the basis of the foregoing Recitals, and intending to be bound thereby, the parties agree as hereinafter set forth.

2. **Grant of Landscape Easement.** Julis hereby grants and conveys to Haugh, and her successors and assigns, effective on the date hereof, in consideration of one dollar (\$1.00) and other valuable consideration to be paid by Haugh, the receipt of which is acknowledged, a perpetual landscape easement ("Easement") over and across that portion of the Julis Property consisting of 2.78 acres as described in **Exhibit "A"** attached hereto, and as depicted on the map attached hereto as **Exhibit "B"** ("Easement Area"), which exhibits are incorporated herein by reference.

3. **Restrictions.** The Easement is granted subject to the following restrictions:

(a) The Easement Area shall be used solely for installing and maintaining an irrigation system and for planting and maintaining trees, shrubs, grass and other related landscaping purposes. No buildings or other structures shall be constructed or maintained in the Easement Area.

(b) Haugh and her invitees shall have the right to utilize the Easement Area for landscaping purposes at any time so long as they do not unreasonably interfere with the rights of Julis.

(c) Haugh, at her expense, shall install and maintain an irrigation system and keep and maintain landscaping and the Easement Area in a clean, safe and aesthetically pleasing condition, free of insect, rodent and disease infestation, and in such a manner as to prevent any impairment of Julis views from the Julis Property. It shall be conclusively presumed that any tree, shrub or other growth which exceeds thirty (30) feet in height, as measured from the original grade of the Easement Area, constitutes an impairment of Julis' view from the Julis Property.

(d) Haugh hereby indemnifies and agrees to hold Julis and his invitees safe and harmless from and against any and all loss, cost, damage and expense (including attorney's fees and court costs), suffered or incurred by reason of this Agreement or the use of the Easement Area by Haugh, her invitees, or anyone claiming, by, through or under her.

(e) Haugh shall include Julis as an additional insured on her standard liability insurance policy as long as this Agreement is in effect and provide Julis a copy of a certificate of insurance evidencing that such coverage is in effect at all times.

(f) Julis may at any time, after seven (7) days advance notice, enter the Easement Area to trim, prune or remove, at Haugh's expense, any landscaping that blocks his views from the Julis Property.

(g) Haugh waives, disclaims and releases any and all claims or interests in the Julis Property other than the Easement hereby granted.

4. Termination. This Agreement and the Easement may be terminated by Julis in the event of a breach of this Agreement by Haugh and a failure to cure the breach within thirty (30) days after written notice from Julis to Haugh. Concurrent with the execution of this Agreement, Haugh shall execute in recordable manner and deliver to Julis a quit claim deed to the Easement Area and all rights and interests under this Agreement, which quit claim deed Julis is authorized to record on the termination of this Agreement and the Easement, and which quit claim deed is in the form attached hereto as **Exhibit "C"**.

5. Successors and Assigns. All provisions of this Agreement, including the benefits and burdens, run with the land covered hereby and are binding on and enure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Recordation of Instrument. The parties agree that this Agreement may be duly recorded, and Haugh shall pay the cost of recording.

7. Miscellaneous Provisions. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all

other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.

This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

This Agreement shall be construed in accordance with the laws of the State of Idaho.

All notices shall be deemed to be received when delivered in person or on the second business day after the date on which mailed, postage prepaid, to the party for whom intended, at the address set forth beneath their signature on this Agreement, or at such other address, notice of which is given in the manner provided in this Agreement.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

Time and timely performance is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as effective of the date first above written.

Mitch Julis
C/O Canyon Partners, Inc.
9665 Wilshire Blvd., Suite 200
Beverly Hills, CA 90212



Chris Haugh
Post Office Box 2081
Ketchum, Idaho 83340

STATE OF CALIFORNIA)
 : ss.
County of Los Angeles)

On this _____ day of _____, 2000, before me,
_____, a Notary Public in and for said State, personally
appeared Mitch Julis, known or identified to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed the same.

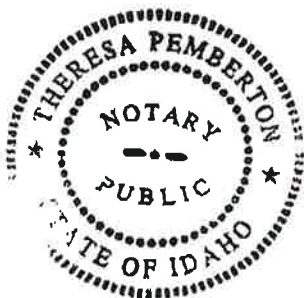
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

Notary Public for California
Residing at _____
My commission expires _____

STATE OF IDAHO,)
 : ss.
County of Blaine.)

On this 24th day of June, 2002^d, before me,
Theresa Pemberton, a Notary Public in and for said State, personally
appeared Chris Haugh, known or identified to me to be the person whose name is subscribed
to the foregoing instrument, and acknowledged to me that he executed the same.

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





Notary Public for Idaho
Residing at Ketchikan ID
My commission expires 4.26.08

Benchmark Associates, P.A.

ENGINEERING, PLANNING, SURVEYING & MAPPING

P.O. Box 733 - 100 Bell Drive

Ketchum, Idaho 83340

208/726-9512 • Fax 208/726-9514

**LEGAL DESCRIPTION OF A LANDSCAPE EASEMENT
TOWNSEND RANCH SUBDIVISION LOT 2-A**

A Landscape Easement defining an area of landscape improvements within LOT 2-A, LOT LINE SHIFT OF LOTS 2 AND 3, TOWNSEND RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 336554, records of Blaine County, Idaho, said Easement to benefit Lot 3-A within said plat, and said Easement being more particularly described by metes and bounds as follows:

Commencing at the southerly corner common to said Lots 2-A and 3-A, said corner being the True Point of Beginning.

Thence N89°41'17"W, 127.87 feet along the southerly boundary of said Lot 2-A;
thence N02°51'10"E, 455.62 feet;
thence N12°25'56"W, 360.97 feet;
thence N52°05'06"E, 243.21 feet to a point on the boundary common to said Lots 2-A and 3-A;
thence S00°32'12"W, 957.75 feet along said common boundary to the True Point of Beginning.

Said described Easement approximately 2.78 acres.

October 16, 1997

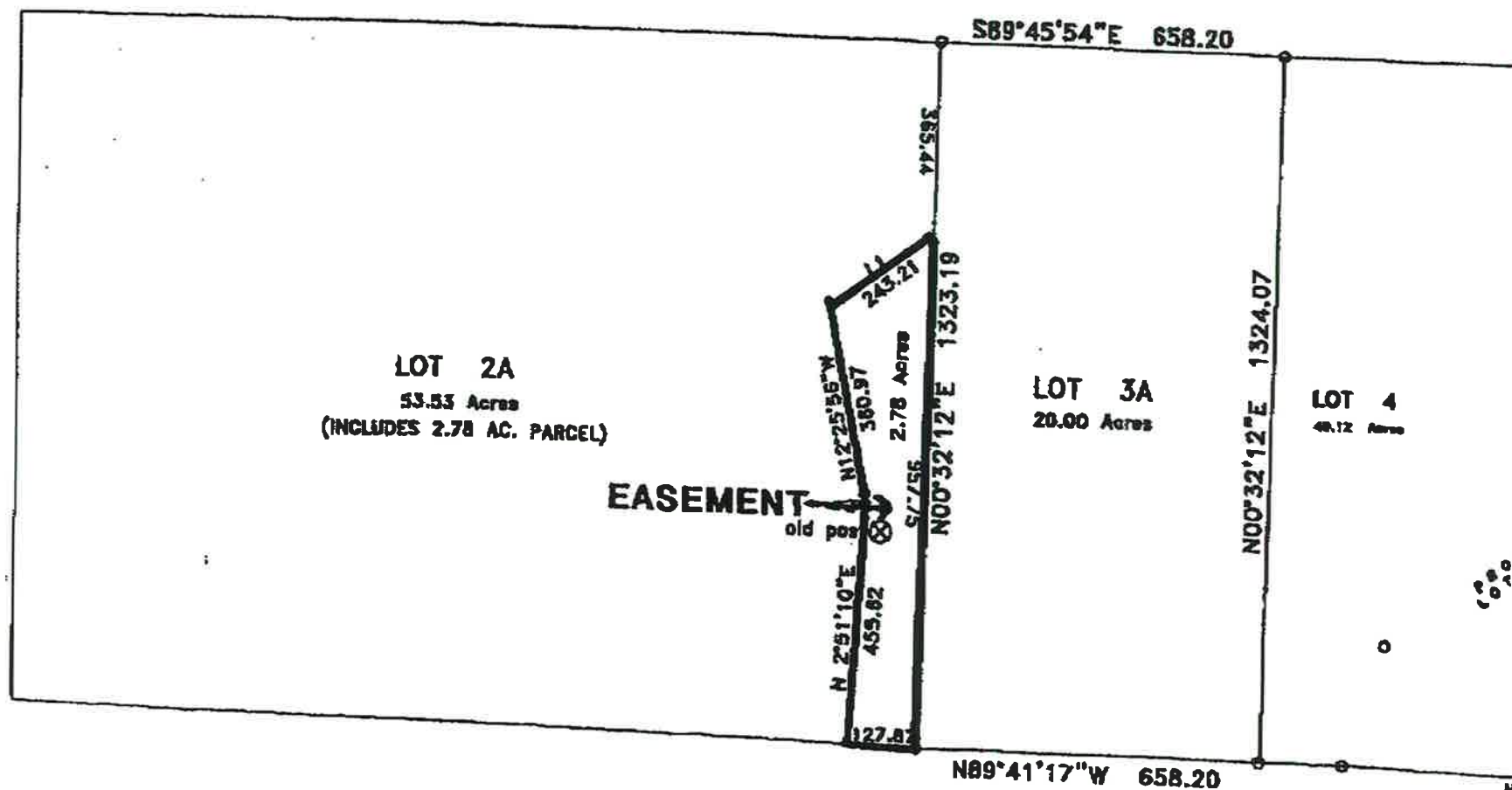
97\96184eas.dsc



EXHIBIT A

EXHIBIT B

SCALE: 1" = 300'





State of Idaho
DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

PHILIP E. BATT
Governor

KARL J. DREHER
Director

July 31, 1995

JAMES W PHILLIPS
ROARK, RIVERS, & PHILLIPS
PO BOX 2740
HAILEY, ID 83333

RE: SRBA OWNERSHIP CHANGE FOR A37-01228A & A37-01228E
MARESI-JULIS SEPT. 7, 1993

DEAR SIR:

I FIRST MUST APOLOGIZE FOR DELAY IN REVIEWING THIS OWNERSHIP CHANGE THAT YOU SENT. IN REVIEWING IT, THOUGH, I HAVE A QUESTION.

A37-01228E IS ALREADY IN THE NAME OF MITCHELL JULIS SINCE MARCH OF 1992. IT WAS FOR .14 CFS ON LOT 2-A. A37-01228A IS IN THE NAME OF LAWRENCE WARNER. ALEXIA MARESI WAS THE ORIGINAL OWNER AND THEN IT WENT TO MR. WARNER.

DO YOU WANT TO STILL TRANSFER OWNERSHIP FOR A37-01228A AND DO YOU WANT TO DO ANYTHING ELSE WITH A37-01228. I AM SENDING ALL THE INFORMATION I HAVE TO HELP YOU. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME AT THIS OFFICE. I AGAIN APOLOGIZE FOR THE INCONVENIENCE. THANK YOU FOR YOUR TIME.

SINCERELY,

Tara L Backlund

TARA L BACKLUND
SNAKE RIVER BASIN AD
RECORDS CLERK

/TLB
ENCLOSURES

Dealing with both A37-01228D

A37-01228E

*A37-01228E
Julis Lot 2A*

*A37-01228D
Hough Lot 2A + 3A*

EXPENDITURE VOUCHER

AUDITOR USE

STATE OF IDAHO
Office of State Auditor

AGENCY USE

Date	2807
Date	04/22/92
Code	193002

VENDOR: If you require additional information regarding this payment, please contact the State agency listed below.

AGENCY NAME:

DEPT. OF WATER RESOURCES
TAX EXEMPT # X-189030-E-920
VALID THRU 1/94

Document No.	
Pre-Audit	Date
Warrant No.	

PAY

TO

FOARK, DONAVAN ET. AL
CHRISTIE ANNE HAUGH
C/O JAMES PHILLIPS
PO BOX 2740
HAILEY, ID 83333

CHECK ONE:

(1) MISCELLANEOUS EXPENDITURE

() STATE CONTRACT

() PURCHASE ORDER

() MISCELLANEOUS
ENCUMBRANCE REQUISITION

PAYMENT: () PARTIAL ; () FINAL

Encumbrance Reference No.

LINE No.	PROGRAM	FUND	ACCT.		DESCRIPTION	LINE AMOUNT	AGENCY USE
			Maj	Min			
1	04 10 162	9337	8831		REFUNDS PER D. SHAFF WR #A37-01228D RECEIPT #5014186 4/16/92 49.50	49.50	RECEIVED APR 24 1992 Department of Water Resources Southern Region Office
TOTAL						49.50	

NOTE: Final payment must be accompanied by a receiving copy

TO STATE AUDITOR

Request is hereby made that a warrant be authorized and drawn in payment of the item or items described above. I hereby certify that the items described were ordered by proper authority; that they are necessary in the public service, that the items have been received and accounted for, and that the account as stated is correct and just.

AUDITOR'S CERTIFICATE

I hereby certify that the above account is in proper form; that totals carried hereon are correct; that receipts when required by law or regulation of the State Board of Examiners covering items for which reimbursement is asked are submitted herewith; and that there are funds in the state treasury and balances in appropriation accounts out of which the same may be lawfully paid.

MICROFILMED

FEB 23 1993

Date

Head of Agency or Institution

State Auditor



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 20, 1992

Roark, Donovan, Praggastis,
Rivers & Phillips
P.O. Box 2740
Hailey, ID 83333

RE: Snake River Basin Adjudication (SRBA)
Blaine County - #A37-01228D - Receipt #S014186 - \$49.50
Christie Anne Haugh - SRBA Notice of Claim, Townsend Gulch

Gentlemen:

An overpayment of filing fees you paid for your above-referenced client has been brought to our attention in the amount of \$49.50. The refund process has been initiated with the State Auditor's Office, and you should receive your check in the near future.

Sincerely,

Donald V. Shaff
Manager, Adjudication Section

DVS:sf:ref

MICROFILMED

FEB 23 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

27-Feb-1992

RE: ADJUDICATION CLAIM NO. A37-01228D

CHRISTINE ANNE HAUGH
C/O JAMES W. PHILLIPS
PO BOX 2740
HAILEY ID 83333

DEAR CLAIMANT(S):

PLEASE FIND ENCLOSED YOUR RECEIPT AND A COPY OF A
COMPUTER GENERATED CLAIM BASED ON THE INFORMATION FROM YOUR
ORIGINAL CLAIM(S) WHICH HAS BEEN ENTERED IN OUR COMPUTER
RECORDS.

PLEASE REVIEW THE COMPUTER GENERATED CLAIM(S) FOR ACCURACY. IN
A FEW INSTANCES CLARIFICATIONS MAY HAVE BEEN ADDED BY THE DEPARTMENT
AT THE TIME OF DATA ENTRY. IF YOU HAVE ANY QUESTIONS OR OBJECTIONS
REGARDING THE COMPUTER RECORD OF YOUR CLAIM(S), PLEASE CONTACT THIS
OFFICE.

SINCERELY,


JEANIE ROBERTSON
RECORDS CLERK

/jr

Enclosures:A37-01228D

MICROFILMED
FEB 23 1993

REFUND REQUEST

TO: S. Frazee co Log In
 FOR: J. Carlson/D. Shaff/D. Allen
 FROM: Allen Merritt DATE: 2/25/92
 RE: Payor Rozrik, Donovan, Praggastis, Rivers & Phillips
 Address P.O. Box 2740 Hazel, ID 83333

Claimant if NOT Payor Christie Anne Haugh % James Phillips
 Refund Amount \$ 49.50 Claim Location Southern
 Extension Filed? Y/N NA Copy Attached? Y/N NA
 Late Fees Paid? (Y) N NA On Receipt # 5014186
 S.O. Verified Ext. by on N/A
 Refund Generated By X Agent () Claimant
 Refund Category Overpayment.
 Date of Last Correspondence (copy attached) None.

Claim No.	Use	Fees Paid	Correct Fee	Rec't #
<u>A37-01228D</u>	<u>Tris.</u>	<u>\$157.50</u>	<u>108.00</u>	<u>5014186</u>

Detailed Reason(s) for Refund Attached Y/N
Lawyer's sent in too much money.

Region Adj. Supervisor Approval ADN John Carlson Approval
 Don Shaff Approval Hold To Fiscal
 Not Refunded as of Logged
 Data Base Modified? Y/N NA By Date

2/25/92 I phoned lawyer and asked if they wanted me to return CK so they could send a new one. They indicated to go ahead and deposit CK. and issue refund of overpayment.
ADN

12/30/91

MICROFILMED
FEB 23 1993

ROARK, DONOVAN, PRAGGASTIS, RIVERS & PHILLIPS

ATTORNEYS AND COUNSELORS AT LAW

KETCHUM MEDICAL CLINIC BUILDING

251 MAIN STREET SOUTH

POST OFFICE DRAWER 3240

KETCHUM, IDAHO 83340

TELEPHONE

(208) 726-5961

HAILEY OFFICE

R. KEITH ROARK
JAMES W. PHILLIPS

KETCHUM OFFICE

MICHAEL F. DONOVAN
THOMAS C. PRAGGASTIS
KATHLEEN E. RIVERS

OF COUNSEL

BRIAN J. BARSOTTI

HAILEY OFFICE

MOUNTAIN STATE BUILDING
215 NORTH MAIN
POST OFFICE BOX 2740
HAILEY, IDAHO 83333

TELEPHONE
(208) 788-2427

RECEIVED

FEB 25 1992

Department of Water Resources
Southern Region Office

February 19, 1992

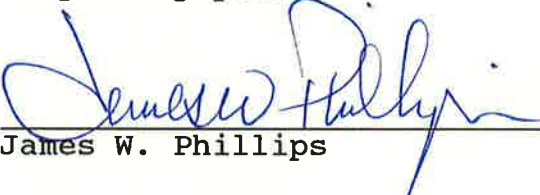
Idaho Department of Water Resources
2148 4th Avenue East
Twin Falls, Idaho 83301

Re: Christie Anne Haugh - SRBA Notice of Claim - Filing
Townsend Gulch

Enclosed herewith is a Notice of Claim filed by Christie Anne Haugh together with the required filing fee in the sum of One Hundred Seven and 50/100 Dollars (\$107.50) together with power of attorney.

Should you have any questions, please contact this office.

Very truly yours,


James W. Phillips

JWP/nm/resourc3.let

Enclosures

MICROFILMED

FEB 23 1993

REFUND REQUEST

TO: S. Frazee to Log In
 FOR: J. Carlson/D. Shaff/D. Allen
 FROM: Allen Merritt

DATE: 2/25/92

RE: Payor Roark, Donovan, Praggastis, Rivers & Phillips
 Address P.O. Box 2740 Hazel, ID 83333

RECEIVED

Christa, pls put on v. Thx. - Sal

FEB 26 1992

Claimant if NOT Payor Christie Anne Haugh % James Phillips

Refund Amount \$ 49.50

Claim Location Southern

Extension Filed? Y/N NA

Copy Attached? Y/N NA

Late Fees Paid? (Y) N NA

On Receipt # 5014186

S.O. Verified Ext. by on NA

Refund Generated By ☒ Agent () Claimant

Refund Category Overpayment.

Date of Last Correspondence (copy attached) None.

Department of Water Resources

<u>Claim No.</u>	<u>Use</u>	<u>Fees Paid</u>	<u>Correct Fee</u>	<u>Rec't #</u>
<u>A37-01228D</u>	<u>Imis.</u>	<u>\$ 157.50</u>	<u>108.00</u>	<u>5014186</u>

Detailed Reason(s) for Refund Attached Y/N Lawyer's sent in too much money.

Region Adj. Supervisor Approval ADA John Carlson Approval
 Don Shaff Approval 4-16-92 Hold To Fiscal 4-20-92
 Not Refunded as of 04-08-92 Logged 02-26-92 ✓
 Data Base Modified? Y/N (NA) By A. Frazee Date 02-26-92

2/25/92 I phoned lawyer and asked if they wanted me to return ck so they could send a new one. They indicated to go ahead and deposit ck. and issue refund of overpayment.

**ROARK, DONOVAN, PRAGGASTIS
RIVERS & PHILLI**

ATTORNEYS AT LAW/CLIENT COST ACCOUNT
P.O. BOX 2740 HAILEY, IDAHO 83333
208/788-2427

REMITTANCE ADVICE

SRBA No. 1 of Claim
Townsend Gulch

92-7009/3231

2643

PAY One Hundred Fifty-seven and 50/100 DOLLARS

CHECK
AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NO.	
2/24/92	Idaho Department of Water Resources - Haugh		7643	\$ 157.50

ROARK, DONOVAN, PRAGGASTIS, RIVERS & PHILLIPS
CLIENT COST ACCOUNT

MOUNTAIN WEST SAVINGS BANK
P.O. BOX 878 HAILEY, ID 83333

Nicola Miller

McBee CD

⑈002643⑈ ⑆323170099⑆1010020024421⑈

Received

From: ROARK, DONOVAN, PRAGGASTIS

Type of Payment

Program Acct Class

Amount

ADJUDICATION FEE	410162 9337 6490	50.00
LATE FEE	410162 9337 6490	50.00
OVERPAYMENT	410162 7037 6490	49.50

CHECK

2643

Total

157.50

037-012280

Water Right Numbers

Region: SOUTHERN

Signature: *[Signature]*

MICROFILMED
FEB 23 1993