

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 37-21829
Date Received: 11/14/1989
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ANCHOR INC Phone: (208)578-7771
PO BOX 1025
HAILEY ID USA 83333

2. Date of Priority: 05/01/1888

3. Source: WILLOW CREEK Trib. to: CAMAS CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	16E	3	SW SE SW	CAMAS	

5. Description of diverting works:

ROCK COFFER DAM, OPEN DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.93	

7. Total Quantity Appropriated is:
0.93 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
01S	16E	10	NE	SW	IRRIGATION	40
			NW	SE	IRRIGATION	40
					Section Acres	80
					Total Acres	80

11. Place of use in counties: CAMAS

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

5-14-98: OWNERSHIP CHANGE MILLER TO ERDMAN PER NOTICE REC'D 1-7-98 - VH

This right is a split from former right 37-313 .

15. Basis of Claim: Decreed

County of _____)

Subscribed and sworn (or affirmed) before me this

of _____ 20__

Notary Public

Residing at _____

My commission Expires _____

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

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

RECEIVED
JUL 31 2006
 DEPT. OF WATER RESOURCES
 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
37-313					
37-314					

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) ANCHDR INC - ED TERRAZAS - JACKIE WESELO
4. New Owner/Claimant(s) ED TERRAZAS & JACKIE WESELOH
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 109 RIDGEVIEW DR
- City, State and ZIP Code BELLEVUE, IDAHO 83313
- New Telephone Number 208 788-1703 OR 720-7721 CELL
5. Date you acquired the property _____

SCANNED

JUL 22 2008

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>37-313 + 37-314</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		
Stock		
Domestic		
Other		
Total		

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

7. Signature of New Owner(s) or Claimant(s) Joel Weseloh 7/26/06
(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 7/3/06 Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

SCANNED

JUL 22 2006



**SUN VALLEY
TITLE**
C O M P A N Y

Order No. 0622538

WARRANTY DEED

FOR VALUE RECEIVED

ED TERRAZAS, an unmarried man, as to an undivided 24.00% interest and JACKIE WESELOH, an unmarried woman, as to an undivided 16.00% interest

the Grantor does hereby grant, bargain, sell, convey and warrant unto
EDWARD P. TERRAZAS, an unmarried man, as to an undivided 56% interest and GEORGIA J. WESELOH, an unmarried woman, as to an undivided 44% interest as Co-Tenants

the Grantees whose current address is: PO Box 2665, Hailey, ID 83333

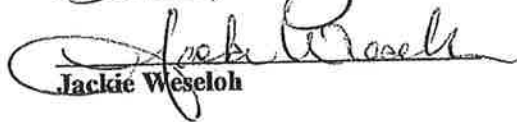
the following described premises, in **CAMAS COUNTY, IDAHO**, to-wit:

**Township 1 South, Range 16 East of the Boise Meridian, Camas County, Idaho,
Section 3: SW1/4SE1/4, SE1/4SW1/4
Section 10: NW1/4, W1/2NE1/4**

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he 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.


Ed Terrazas


Jackie Weseloh

State of: **Idaho**
County of: **Blaine**

On this 15 day of MAY in the year 2006, before me, a Notary Public, personally appeared **ED TERRAZAS and JACKIE WESELOH**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

SEE ATTACHED CERTIFICATE

Notary Public
Residing at: _____
Comm. Expires: _____

SCANNED

JUL 22 2008

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

ss.

On

May 15, 2006

before me,

Ashley M. Faust "Notary Public"

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

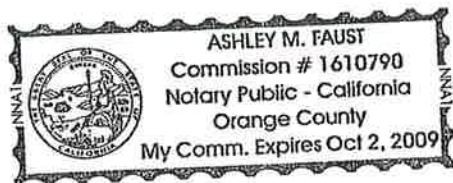
Ed Terrazas & Jackie Weseloh

Name(s) of Signer(s)

☐ personally known to me

☒ 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 to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Ashley M. Faust
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Warranty Deed

Document Date:

5-15-06

Number of Pages:

1

Signer(s) Other Than Named Above:

No other signers

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

SCANNED

JUL 22 2008

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED

ANCHOR, INC., an Idaho Corporation, as to an undivided 60.00% interest

a corporation duly organized and existing under the laws of the State of Idaho, does hereby grant,
bargain, sell, and convey unto

EDWARD P. TERRAZAS, an unmarried man, as to an undivided 56% interest and GEORGIA J. WESELOH, an unmarried woman, as to an undivided 44% interest as Co-Tenants

the Grantees whose current address is: PO Box 2665, Hailey ID 83333

the following described premises, in **CAMAS COUNTY, IDAHO**, to-wit:

Township 1 South, Range 16 East of the Boise Meridian, Camas County, Idaho,

Section 3: SW1/4SE1/4, SE1/4SW1/4

Section 10: NW1/4, W1/2NE1/4

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

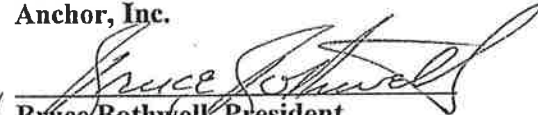
Grantor Warrants to the Grantee and its successors in title, that Grantor has not created nor permitted to be created any lien, charge or encumbrance against said real estate which is not shown herein, and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claims of all persons.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President.

May 11, 2006

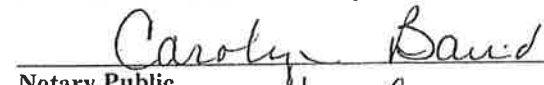
Anchor, Inc.


Bruce Bothwell, President

State of: Idaho

County of: Blaine

On this 12th day of May, 2006 before me, the undersigned, a Notary Public, in and for said State, personally appeared **BRUCE BOTHWELL**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Notary Public
Residing at: Hailey
Commission Expires: 1/23/2009



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

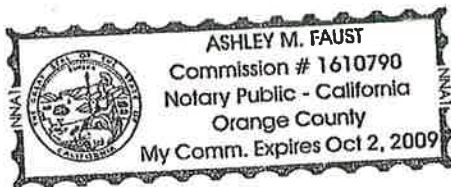
County of Orange

ss.

On May 15, 2006 before me, Ashley M. Faust "Notary Public"
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Ed Terrazas & Jackie Weseloh
Name(s) of Signer(s)

☐ personally known to me
☒ 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 to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Ashley M. Faust
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: 5-15-06 Number of Pages: 1

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

SCANNED

JUL 22 2008

No. C 94219		Due no later than January 31, 2006 Annual Report Form		2. Registered Agent and Office NO PO BOX	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080		1. Mailing Address - Correct in this box, if applicable ANCHOR, INC. PO BOX 444 HAGERMAN, ID 83332		BRUCE BOTHWELL 226 WILLOW LN HAGERMAN, ID 83332	
NO FILING FEE IF RECEIVED BY DUE DATE				3. <u>New</u> Registered Agent Signature	
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.					
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Pres	Bruce Bothwell	P.O. Box 444 225 Willow Lane	Hagerman	ID	83332
V-Pres	Mary Bothwell	P.O. Box 444 225 Willow Lane	Hagerman	ID	83332
Sec					
treas					
5. Organized Under the Laws of: IDAHO C 94219		6. Signature <u>Mary Bothwell</u> Date <u>11-8-05</u> Name <u>MARY BOTHWELL</u> Title <u>Sec</u>			
Issued 11/01/2005		Do Not Tape or Staple		200601003867	

SCANNED

JUL 22 2008

July 25, 2006

Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls Idaho 83301-3380
Attn:Trish Fawcett

RECEIVED

JUL 31 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Dear Trish,
Thanks for helping me get the right form for the following:
We are submitting a change in current ownership please find the enclosed copies
of records if there is any thing I am missing any thing please glve me a call at
my Cell 208-7207721

Again thanks for your help

Sincerely,



Jackie Weseloh

SCANNED

JUL 22 2008

Agreement Relating to Willow Creek Ranch

0622540
RECEIVED
AUG 07 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION

This Agreement Relating to Willow Creek Ranch ("Agreement") is made as of April 14, 2006 by and among (i) Anchor, Inc., an Idaho Corporation ("Anchor"), (ii) Edward P. Terrazas ("Terrazas") and Georgia J. Weseloh ("Weseloh") (collectively, "Terrazas/Weseloh"), (iii) Gary McStay and Mari McStay, husband and wife, (collectively, the "McStays"), and (iv) John J. Newell and Kelly J. Newell (collectively, the "Newells") with reference to the following facts (Anchor, Terrazas/Weseloh, McStays, and Newells are, collectively, the "Parties") (Terrazas, Weseloh, and Anchor in their capacities as co-tenants are, collectively, the "Seller"):

A. Willow Creek Ranch is an approximate 480-acre agriculturally zoned property with certain buildings, structures and improvements erected or located thereon (including, but not limited to irrigation diversion, water delivery systems, fencing, and related improvements) located in Camas County, Idaho with access from State Highway 20 as is more particularly described in the attached Exhibit A, including all of Seller's right, title and interest, if any, in and to (i) the tangible personal property located on such land, but excluding any personal property owned by any tenant; (ii) all leases relating to such land in effect at the Closing, including any security deposits and prepaid rent; (iii) all assignable permits and licenses relating to such land; and (iv) all assignable intangible property, if any, used in connection with the occupancy and operation of such land ("Ranch").

B. Two separate water rights with the same quarter-quarter section point of diversion and place of use benefit the Ranch: (i) 37-313 in the amount of 5.6 CFS for irrigation of 240 acres during the period April 1 - November 1 with priority date of 5-1-1888 and decreed 12-13-1909 per IDWR Adjudication Claim Report and (ii) 37-314 in the amount of 1.8 CFS for irrigation of 240 acres during the period April 1 - November 1 with priority date of 6-10-1900 and decreed 12-13-1909 per IDWR Adjudication Claim Report (collectively, the "Water Rights").

C. On or about March 23, 2004, Terrazas and Weseloh entered into a purchase and sale agreement to acquire the Ranch and the Water Rights from Judith Ann Erdman for a purchase price of \$720,000 ("2004 PSA") and opened escrow in connection therewith.

D. On or about May 12, 2004, Terrazas and Weseloh assigned 60% of their interest in the 2004 PSA and related deposits to Anchor.

E. On or about June 14, 2004, Terrazas, Weseloh, and Anchor took title to the Ranch and the Water Rights as co-tenants with the following respective undivided interests: Weseloh 16%, Terrazas 24%, and Anchor 60% (Terrazas, Weseloh, and Anchor are, collectively, the "Co-Tenants").

F. On or about March 8, 2006, Terrazas and Weseloh paid \$3,547.88 to Anchor in reconciliation of co-tenancy revenue and expenses as of February 23, 2006 pursuant to a written accounting provided by Anchor as of that date. As of the execution of this Agreement, each of

the Co-tenants acknowledges it has no current claims for reimbursement of co-tenancy revenue or expenses.

G. Certain disputes have arisen and currently exist between Terrazas/Weseloh, on the one hand, and Anchor, on the other hand, with respect to the Ranch and Water Rights, including but not limited to the investment goals, development plans, holding period, right to buy out the other party, their respective partition rights, and whether a court ordered partition would result in a division of the Ranch among the co-tenants or a court ordered sale of the Ranch and division of the net proceeds ("Co-Tenant Disputes").

H. On or about February 17, 2006, Anchor filed a lawsuit in the District Court of the Fifth District Court of the State of Idaho in and for the County of Camas naming Terrazas and Weseloh, among others, as defendants and seeking, among other things, a judicial partition of the Ranch (Case No. CV-06-04) ("Litigation").

I. Terrazas, Weseloh, and Anchor desire to terminate their co-tenancy and to reconcile any and all amounts owed to each other relating to the Ranch and the Water Rights as of Closing (as hereinafter defined).

J. Anchor desires to sell all of its interest in the Ranch and the Water Rights on the terms set forth hereinafter.

K. Terrazas/Weseloh desire to acquire a specific portion of the Ranch consisting of 320 acres, more or less, as is more particularly described in the attached Exhibit B ("Terrazas/Weseloh 320-Acre Parcel") and 83.33% of the Water Rights on the terms set forth hereinafter.

L. The Newells desire to acquire a specific portion of the Ranch consisting of 80 acres, more or less, as is more particularly described in the attached Exhibit C ("Newell 80-Acre Parcel") and 0.00% of the Water Rights on the terms set forth hereinafter.

M. The McStays desire to acquire a specific portion of the Ranch consisting of 79.6 acres, more or less, as is more particularly described in the attached Exhibit D ("McStay 80-Acre Parcel") and 16.67% of the Water Rights on the terms set forth hereinafter.

N. The purchase and sale of the Terrazas/Weseloh 320-Acre Parcel, the Newell 80-Acre Parcel, and the McStay 80-Acre Parcel are collectively, the "Transactions."

O. Terrazas/Weseloh, the Newells, and the McStays are, collectively, the "Buyers."

P. The Parties desire to document their respective agreements and rights and obligations thereunder with respect to the Ranch and the Water Rights all as is set forth with particularity hereinafter.

NOW, THEREFORE, in consideration of the foregoing, of the covenants, conditions, representations, warranties, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, and each of them, agree as follows:

1. **Recitals.** Each of the foregoing paragraphs is incorporated herein by reference and constitutes a material part of this Agreement.

2. **Termination of Co-Tenancy.** Effective upon the Closing (as hereinafter defined), the Co-Tenants terminate their co-tenancy relating to the Ranch and the Water Rights.

3. **Partition of Ranch and Sale of Ranch Parcels and Water Rights.** The Seller agrees to partition the Ranch into the following three (3) parcels and to sell such parcels and the Water Rights to the Buyers at the prices ("Purchase Price(s)") set forth in this paragraph and on the other terms set forth in this Agreement, and the Buyers agree to purchase such parcels and the Water Rights (as applicable) at such prices and on such terms:

a. Terrazas/Weseloh agree to purchase the Terrazas/Weseloh 320-Acre Parcel and 83.33% of the Water Rights for a Purchase Price of \$240,000

b. The Newells agree to purchase the Newell 80-Acre Parcel for a Purchase Price of \$160,000

c. The McStays agree to purchase the McStay 80-Acre Parcel and 16.67% of the Water Rights for a Purchase Price of \$199,000.

4. **Allocation of Land and Purchase Prices to the Co-Tenants.**

a. Terrazas and Weseloh collectively, prior to the transactions contemplated herein, currently own an undivided 40% of the Ranch, which based upon acreage alone and an assumed partition in kind would equate to 192 acres upon partition, and an undivided 40% of the Water Rights. Anchor, prior to the transactions contemplated herein, currently owns an undivided 60% of the Ranch, which based upon acreage alone and an assumed partition in kind would equate to 288 acres upon partition, and an undivided 60% of the Water Rights. The allocations set forth in this paragraph are based on the sale by Anchor of all of its undivided 60% interest to the respective Buyers.

b. Terrazas and Weseloh shall receive 192 acres of the Ranch and 40% of the Water Rights based on their current collective 40% undivided interest and an additional 128 acres of the Ranch and 43.33% of the Water Rights based on their Purchase Price of \$240,000 and their consent to the partition of the Ranch and to the sales to the other Buyers (for a total of

320 acres {the Terrazas/Weseloh 320-Acre Parcel} and 83.33% of the Water Rights). Terrazas and Weseloh are not entitled to any portion of the Purchase Prices.

c. Anchor shall receive all of the Purchase Prices (subject to the charges and prorations set forth in this Agreement) in total gross amount of \$599,000 in exchange for its consent to the partition of the Ranch and the sale of all of its undivided 60% interest in the Ranch and the Water Rights.

5. Earnest Money Deposits. Within two (2) business days of the complete execution of this Agreement by the Parties, the Buyers shall pay the following earnest money deposits ("Deposits") to the Title Company for deposit into Escrow (as hereinafter defined).

- a. Terrazas/Weseloh - \$3,000
- b. The Newells - \$2,000
- c. The McStays - \$2,000

6. Payment of Purchase Prices. Each of the Deposits shall be credited to the respective Purchase Prices, and each of the Buyers shall pay their respective balances at the Closing.

7. Water Rights.

a. The Parties acknowledge and agree that upon the closing of the Transactions, the Newells shall have no right to any portion of the Water Rights.

b. The Parties acknowledge and agree that upon the closing of the Transactions, the McStays are entitled to 16.67% of the Water Rights (subject to their responsibility to deliver such water at their own cost from the current Place of Diversion to the McStay 80-Acre Parcel).

c. The Parties acknowledge and agree that upon the closing of the Transactions, Terrazas/Weseloh are entitled to 83.33% of the Water Rights.

d. The Parties agree to execute such further instruments as are reasonably required by the IDWR and/or the Title Company to evidence and document the above allocation of the Water Rights.

8. Income Taxes. Each of the Co-Tenants confirms and acknowledges that it is responsible for its percentage share of any income taxes payable relating to the Transactions and agrees to indemnify and hold the other Co-Tenants harmless from any liability for such taxes.

9. Survey and Survey Costs.

a. The McStays have had the McStay 80-Acre Parcel surveyed by Benchmark Associates, P.A., which survey marked the corners of such parcel. In April 2006,

Terrazas/Weseloh had an opportunity to inspect such corner markers and a copy of the survey ("McStay 80-Acre Survey") and hereby accept such corner markers as accurate and approve the McStay 80-Acre Survey.

b. The cost of the McStay 80-Acre Survey shall be paid at Closing by the Parties in the following percentages:

- i. Anchor – 50%
- ii. The McStays – 50%

10. [Deleted]

[This space is intentionally left blank due to the deletion of proposed Paragraph 10]

11. **No Inspection or Financing Contingencies.** There are no inspection and/or financing contingencies to the Transactions.

12. **Dismissal of Litigation.** Anchor represents and warrants to the other Parties that it will cause the Litigation to be dismissed with prejudice within five (5) business days of Closing (as hereinafter defined) and that it will deliver conformed copies of the court's entered Order of Dismissal to such other Parties without delay.

13. **No Seller Representations or Warranties.** The Seller makes no representations or warranties regarding the Ranch and/or the Water Rights except for the statutory warranties in the Warranty Deeds and all improvements are sold "As Is."

14. **Escrow, Closing Agent and Title Company.** Sun Valley Title, Hailey office, shall be the Escrow, Closing Agent, and Title Company ("Title Company").

5

Agreement Relating to Willow Creek Ranch
WC PSA 5-10-06 rev to page 5

Anchor Terrazas Weseloh Gary McStay Mari McStay John Newell Kelly Newell

15. Closing.

- a. The closing shall take place on or before May 16, 2006 ("Closing Date").
- b. Each of the Parties represents and warrants to the others that it will
 - i. provide all contractually required deliverables, in recordable form if applicable, and such other executed instruments that the Title Company reasonably requests to the Title Company prior to the Closing Date and
 - ii. deposit sufficient immediately available funds as required for closing and as set forth in the Settlement Statements prior to the Closing Date.
- c. The Closing shall be deemed to have occurred when Title Company has properly recorded the Warranty Deeds and other required instruments and has disbursed the net proceeds to Anchor.
- d. Neither any Buyer nor Seller has any right or any obligation whatsoever to extend the Closing Date.

16. Liquidated Damages.

- a. If the Closing does not occur as a result of a default of one or more of the Buyers, Seller's sole and exclusive remedy shall be to terminate this Agreement by giving written notice thereof to Buyers, whereupon the Deposit(s) of such Buyer(s) shall be paid to Anchor as liquidated damages, as its sole and exclusive remedy on account of such default hereunder by such Buyer(s). The Deposit(s) of any non-defaulting Buyer(s) shall be returned to such Buyer(s).
- b. The Parties acknowledge and agree that Seller's actual damages in the event of Buyers' default would be extremely difficult or impracticable to determine. After negotiation, the Parties have agreed that, considering all the circumstances existing on the date of this Agreement, the amount of the Deposit(s) is a reasonable estimate of the damages that Seller would incur in such event. The payment of the Deposit(s) to Seller as liquidated damages under the circumstances provided for herein is not intended as a forfeiture or penalty.
- c. By placing their initials on this page below, each Party specifically confirms the accuracy of the statements made above, the reasonableness of the amount of liquidated damages agreed upon, and the fact that each Party had the opportunity to be represented by counsel to explain the consequences of this liquidated damages provision.

17. Title and Deeds.

a. Terrazas/Weseloh have approved the Preliminary Title Report for their parcel from Twin Falls Title & Escrow Company dated April 10, 2006 (C060051) and the exceptions listed therein except for exception Item 10 relating to the existing mortgage, which Seller shall cause to be removed prior to or at Closing ("Permitted Exception")

b. The Newels have approved the Preliminary Title Report for their parcel from Twin Falls Title & Escrow Company dated April 10, 2006 (C060050) and the exceptions listed therein except for exception Item 9 relating to the existing mortgage, which Seller shall cause to be removed prior to or at Closing. ("Permitted Exception")

c. Neither Terrazas/Weseloh nor the Newels is required to accept any other exceptions to title other than the Permitted Exceptions

d. Seller must convey free and marketable tile to each of the Buyers

e. Seller shall convey the three parcels of the Ranch [and Water Rights as applicable] in Warranty Deeds with no special exceptions ("Deeds").

18. Possession. At Closing, Seller shall deliver possession of the three (3) parcels to the Buyers, subject to the Permitted Exceptions.

19. Title Insurance. Seller shall provide each of the respective Buyers a standard owner's title insurance in the amounts set forth below ("Title Policies"). The cost of each owner policy shall be charged to and paid by the Co-Tenant(s) set forth below. Each Buyer shall pay the incremental cost of any lender policy and/or extended owner coverage for such Buyer.

a. \$648,000 Policy for Terrazas/Weseloh on the Terrazas/Weseloh 320-Acre Parcel – 60% by Terrazas/Weseloh and 40% by Anchor

b. \$160,000 Policy for the Newells on the Newell 80-Acre Parcel – 100% by Terrazas/Weseloh

c. \$199,000 Policy for the McStays on the McStay 80-Acre Parcel – 100% by Anchor.

20. Reconciliation of Co-Tenancy Obligations.

a. Each of the Co-Tenants shall submit any proposed expenses from the date of the execution of this Agreement up to and including the Closing to be paid by the Co-Tenants in their respective percentages to the Title Company for distribution to the other Co-Tenants. Such proposed expenses shall be submitted for approval at least five (5) business days prior to the Closing Date ("Closing Co-Tenant Expenses").

b. Approved Closing Co-Tenant Expenses shall be included in the Settlement Statements and reconciled and paid by the Closing Agent at Closing.

c. Any co-tenant expenses other than the Other Prorations (as defined in the next paragraph) or (i) Title Insurance and (ii) Survey Costs (as defined above in this Agreement) shall be deemed waived and subject to the mutual releases set forth hereinafter.

21. Other Prorations at Closing.

a. Any documentary transfer taxes shall be borne and paid by Seller, and all recording fees shall be borne and paid by Buyer(s).

b. All Escrow fees and Closing costs shall be borne and paid one-half by Seller and one-half by Buyers as follows:

- i. Escrow fees and Closing costs relating to the Terrazas/Weseloh 320-Acre Parcel – 30% by Anchor ($50\% \times 60\%$) and 70% by Terrazas/Weseloh ($50\% + (50\% \times 40\%)$)
- ii. Escrow fees and Closing costs relating to the Newell 80-Acre Parcel – 50% by the Newells and 50% by Terrazas/Weseloh
- iii. Escrow fees and Closing costs relating to the McStay 80-Acre Parcel – 50% by the McStays and 50% by Anchor

c. Buyers shall pay their respective due diligence expenses, and each Party shall pay its own attorney's fees in connection with the negotiation, documentation and consummation of the transaction contemplated hereunder, whether or not such transaction closes.

d. General real estate taxes and special assessments relating to the Ranch payable during the year in which Closing occurs shall be prorated as of the Closing Date. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be upon the basis of taxes for the Ranch payable during the immediately preceding year.

e. Other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with the custom in the county where the Ranch is located.

22. Damage, Destruction And Condemnation.

a. Casualty. Except as provided herein, Seller assumes all risk of loss or damage to the Ranch by fire or other casualty until the Deeds are properly recorded among the appropriate public records. If at any time on or prior to the Closing any material portion of the Ranch is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Buyers. In the event of such destruction or damage, any

Buyer shall have the right to terminate this Agreement and to recover any Deposit paid under this Agreement by written notice to Seller within ten (10) days following the date upon which such Buyer receives Seller's written notice of the destruction or damage. If a Buyer does not elect to terminate this Agreement within said ten (10)-day period, this Agreement shall remain in full force and effect and Buyers and Seller shall proceed to Closing without any reduction or adjustment in the Purchase Price, in which case Buyers shall not be entitled to the benefits or proceeds of any insurance policies maintained by the Seller prior to the Closing

b. Condemnation. In the event, at any time on or prior to the Closing, any action or proceeding is filed, under which the Ranch, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property) to Buyers. Each Buyer shall have the right to terminate this Agreement and to recover any Deposit paid under this Agreement by written notice to Seller within ten (10) days following the date upon which such Buyer receives Seller's written notice of such action or proceeding. If Buyer does not elect to terminate this Agreement within said ten (10)-day period, this Agreement shall remain in full force and effect and Purchaser and Seller shall proceed to closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to the respective Buyer(s) in accordance with the portions of the Ranch affected..

23. No Brokers. Seller and each Buyer represent to the other that it has had no dealings, negotiations, or consultations with any broker, agent, or other intermediary in connection with the sale of the Ranch. Seller and each Buyer agree that each will indemnify and hold the other free and harmless from the claims of any other broker(s), agent(s), or other intermediary(ies) claiming to have represented Seller or such Buyer, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Ranch. The mutual indemnity set forth in the preceding sentence shall survive Closing and any termination of this Agreement.

24. Recordation. The Parties agree not to record this Agreement or any memorandum hereof.

25. Assignment. Each Buyer shall have the right to assign, and Seller hereby consents to the assignment of, this Agreement to any affiliated entity.

26. Conditions to Closing.

a. No material adverse change in the condition of the Ranch.

b. No termination by any Party pursuant to the Casualty/Condemnation provisions of this Agreement.

c. Each Party shall have delivered to the Title Company all required documents and shall have deposited all funds required for Closing.

d. Title Company is prepared to issue the Title Policies.

e. Each of the Transactions must close.

27. Escrow Instructions.

a. This Agreement shall serve as the initial escrow instructions.

b. Title Company shall provide estimated settlement statements which will set forth the Purchase Price and all adjustments, including, but not limited to, prorations, adjustments, recording costs, title fees, etc. ("Settlement Statements") and copies of the forms of the Deeds to the Parties for approval at least five (5) business days prior to the Closing.

c. General Instructions to Title Company

i. Prior to Closing, you will receive in recordable form (collectively, the "Instruments"):

- (a) a Full Reconveyance of Mortgage executed by Magic Valley Bank,
- (b) the Deeds fully executed by the Seller,
- (c) a new mortgage in favor of First Bank of Idaho executed by Terrazas/Weseloh and
- (d) a new mortgage in favor of First Bank of Idaho executed by the Newells

ii. You are authorized and instructed to record the Instruments in the above order only when you

- (a) are prepared and able to issue the Title Policies and to deliver them to the respective Buyers within five (5) business days of such recordation,
- (b) are prepared to disburse all funds in accordance with the approved Settlement Statements, and
- (c) have received oral authorization from each of the Parties or its agent.

iii. You are authorized and instructed to disburse all funds in accordance with the approved Settlement Statements only when you

- (a) have duly recorded each of the Instruments with the County Recorder and

(b) have received oral authorization from each of the Parties or its agent

d. Buyers and Seller agree to execute such additional supplementary escrow instructions as may be appropriate to enable Title Company to comply with the terms of this Agreement; provided however, in the event of any inconsistency between the provisions of this Agreement and the supplementary escrow instructions, the terms of this Agreement shall control. If Buyers and Seller are unable or otherwise fail to agree to such further Supplemental Escrow Instructions, this Agreement shall constitute the escrow instructions for Title Company.

28. Release Among Co-Tenants.

Effective upon the Closing, and which shall be binding and survive the Closing, the Co-Tenants for themselves and for each of their successors, assigns, affiliates, principals, joint venturers, shareholders, officers, directors, partners, agents, servants, employees, heirs, distributees, beneficiaries, executors, representatives, administrators, and each of them, do hereby absolutely, fully, and forever release, relieve, waive, relinquish, and discharge the other Co-Tenants, as well as each of their respective successors, assigns, affiliates, principals, joint venturers, franchisors, shareholders, officers, directors, partners, partnerships, agents, servants, employers, employees, heirs, distributees, beneficiaries, executors, representatives, administrators, accountants, attorneys, and each of them, (hereinafter collectively, the "Releasees") from any and all claims, whether known or unknown, whether fixed or contingent, whether actual or alleged, and any and all causes of action that each of them now has, may have had, or may in the future have, against the Releasees, or any of them, arising out of or related to the Ranch, the Co-Tenant Claims, the Litigation and/or the negotiation of this Agreement, except for those obligations arising solely and expressly from this Agreement or based on events, conduct, actions or inactions occurring after the Closing ("Mutual Releases")

29. No Third Party Beneficiaries. No provision of this Agreement is intended to benefit any non-Party, and no non-Party shall have any right or cause of action hereunder.

30. Voluntary Agreement. This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

31. Binding Agreement. The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

32. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification

33. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

34. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

35. **Attorneys' Fees and Costs.** In the event a dispute arises out of the interpretation or enforcement of the terms of this Agreement, and such dispute results in litigation and/or arbitration, the prevailing Party or Parties in such litigation and/or arbitration shall be entitled to recover from the non-prevailing Party or Parties its attorneys fees and costs reasonably incurred in connection with such litigation and/or arbitration.

36. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

37. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

38. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

WHEREFORE, the Parties have executed this Agreement on the day and year set forth next to each of their signatures below.

Anchor, Inc.
an Idaho Corporation
By

Bruce Bothwell
Its: President

Date

Edward P. Terrazas

Date

Georgia J. Weseloh

Date

Gary McStay

Date

Mari McStay

Date


John J. Newell


5/8/06

Date


Kelly J. Newell


5/8/06

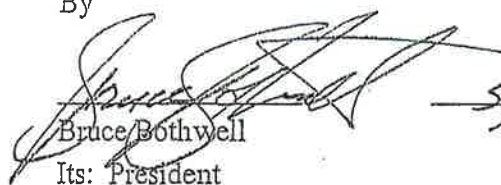
Date

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Anchor, Inc.
an Idaho Corporation

By

 5/4/06
Bruce Bothwell
Its: President
Date

Edward P. Terrazas

Date

Georgia J. Weseloh

Date

Gary McStay

Date

Mari McStay

Date

John J. Newell

Date

Kelly J. Newell

Date

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Anchor, Inc.
an Idaho Corporation
By

Bruce Bothwell
Its: President

Date


Edward P. Terrazas

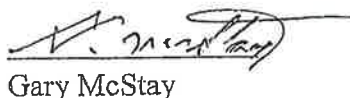
5/3/06

Date


Georgia J. Weseloh

5/3/06

Date


Gary McStay

Date


Mari McStay

5/15/06

Date

John J. Newell

Date

Kelly J. Newell

Date

Exhibit A

Legal Description of 480-Acre Willow Creek Ranch

A Parcel of land in Township 1 South, Range 16 East, Boise Principal Meridian and Baseline, Camas County, Idaho, more particularly described as follows:

The Southeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northeast 1/4, and the West 1/2 of the Southeast 1/4 of Section 3

and

The Northwest 1/4, the West 1/2 of the Northeast 1/4, the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 10.

Exhibit B

Legal Description of Terrazas/Weseloh 320-Acre Parcel

A Parcel of land in Township 1 South, Range 16 East, Boise Principal Meridian and Baseline, Camas County, Idaho, more particularly described as follows:

The Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 3

and

The Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 10.

Exhibit C

Legal Description of Newell 80-Acre Parcel

A Parcel of land in Township 1 South, Range 16 East, Boise Principal Meridian and Baseline, Camas County, Idaho, more particularly described as follows:

The Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 3.

Exhibit D

Legal Description of McStay 80-Acre Parcel

A Parcel of land in Township 1 South, Range 16 East, Boise Principal Meridian and Baseline, Camas County, Idaho, more particularly described as follows:

The Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 10.

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 37-313
Date Received: 11/14/1989
Receipt No: S010461
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ANCHOR INC Phone: (208)578-7771
PO BOX 1025
HAILEY ID 83333

ED TERRAZAS Phone: (208)788-3377
PO BOX 2665
HAILEY ID 83333

JACKIE WESELOH Phone: (208)788-3377
PO BOX 2665
HAILEY ID 83333

2. Date of Priority: 05/01/1888

3. Source: WILLOW CREEK Trib. to: CAMAS CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	16E	3	SW SE SW	CAMAS	

5. Description of diverting works:

ROCK COFFER DAM, OPEN DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	5.6	

7. Total Quantity Appropriated is:
5.6 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
01S	16E	10	NW	NE	IRRIGATION	40
			SW	NE	IRRIGATION	40
			NE	NW	IRRIGATION	40
			SE	NW	IRRIGATION	40
			NE	SW	IRRIGATION	40
			NW	SE	IRRIGATION	40
Section Acres						240
Total Acres						240

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:

14. Remarks:

5-14-98: OWNERSHIP CHANGE MILLER TO ERDMAN PER NOTICE REC'D 1-7-98 - VH

15. Basis of Claim: Decreed



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

February 3, 2005

ANCHOR INC
PO BOX 1025
HAILEY ID 83333

Re: SRBA Claim(s) 37-313, 37-314

Dear Claimants:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer records of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

cc: Ed Terrazas
Jackie Weseloh
PO Box 2665
Hailey ID 83333

SCANNED

JUL 22 2008

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

RECEIVED

JAN 26 2005

Department of Water Resources
Southern Region

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case 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
37-313					
37-314					

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)

Judith A. Erdman
P.O. Box 602 Gooding, ID 83330

4. New Owner/Claimant(s)

ANCHOR INC + ED TERRAZAS + JACKIE WESLOH

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 1025 + P.O. Box 2665

City, State and ZIP Code

Hailey Idaho 83333

New Telephone Number

(208) 578 7771 or 788 3377

5. Date you acquired the property

JUNE 11, 2004

SCANNED

JUN 22 2008

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

James R. Kottwell Pres. Anchor Inc 12/27/04
Charles Thompson 1/20/05
Joaki W. W. 1-20-05

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

For Office Use Only

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

SCANNED

JUL 22 2008

06/18/2004 16:09 200-735-3737

JUN-11-2004 FRI 08:41 AM SUN VALLEY TITLE

TWIN FALLS TITLE DEP
FAX NO. 7884926PAID 02/04
P. 05/1

SVTC Order No. 04-38199

WARRANTY DEED

FOR VALUE RECEIVED

JUDITH ANN ERDMAN, AN UNMARRIED WOMAN

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

ANCHOR, INC. AN IDAHO CORPORATION, AS TO AN UNDIVIDED 60.00%
INTEREST. ANDED TERRAZAS, AN UNMARRIED MAN, AS TO AN UNDIVIDED 40.00%
INTEREST

the grantees, whose current address is P.O. Box 2665 Hailey, ID 83333

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

Camas County Property Township 1 South, Range 16 East of the
Boise Meridian, Camas County, Idaho,

Section 3: SW1/4NE1/4, W 1/2SE1/4, SE1/4SW1/4

Section 10: NW1/4, W1/2NE1/4, NE1/4SW1/4, NW1/4, SE1/4

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as
shown of record, if any.TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees
and their heirs and assigns forever. And the said Grantor does hereby covenant to and with the
said Grantees, that she is the owner in fee simple of said premises; that said premises are free
from all encumbrances and that she will warrant and defend the same from all lawful claims
whatsoever.

Dated: June 11, 2004

Judith Ann Erdman
JUDITH ANN ERDMANState of Idaho
County of CamasOn this 11 day of June, 2004, Before me a Notary Public in and for said
State, personally appeared JUDITH ANN ERDMAN 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.[Signature]
Notary Public
Residing at Booming, ID
Comm. Expires 2-17-10Recorded at the Request of
Camas County Title
at 3:30 P.M.
June 14, 2004
Book 34 Page 430
of Deeds
WILLIE BENNETT
CAMAS COUNTY RECORDER
By Baldern D. Waller
Fees \$ 300

077289

SCANNED

JUN 22 2008

SVTC Order No. 04-20199

QUITCLAIM DEED

For Value Received

ED TERRAZAS, an unmarried man, as to an undivided 40.00% Interest

Do hereby convey, release, remise and forever quitclaim unto

**ED TERRAZAS, an unmarried man, as to an undivided 24.00% Interest AND
JACKIE WESELOH, an unmarried woman, as to an undivided 16.00% Interest**

Whose current address is **PO BOX 2665, HAILEY, ID 83333**

the following described premises, in **CAMAS COUNTY, IDAHO** to-wit:

**Camas County Property Township 1 South, Range 16 East of the
Boise Meridian, Camas County, Idaho,**

Section 3: SW1/4NE1/4, W 1/2SE1/4, SE1/4SW1/4

Section 10: NW1/4, W1/2NE1/4, NE1/4SW1/4, NW1/4, SE1/4

Together with their appurtenances.

Dated: June 14, 2004

[Signature]
Ed Terrazas

State of: Idaho
County of: Blaine

On this 14th day of June, 2004, Before me a Notary Public in and for said State, personally appeared Ed Terrazas known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public
Residing at: Hailey, ID
Comm. Expires: 2/23/06

Recorded at the Request of
Camas County Title
at June 14, 2004 1:45 PM
In Book 34 Page 431
of Deeds
ROLLIE BENNETT
CAMAS COUNTY RECORDER
By Balinda Walker
Fees \$ 3.00

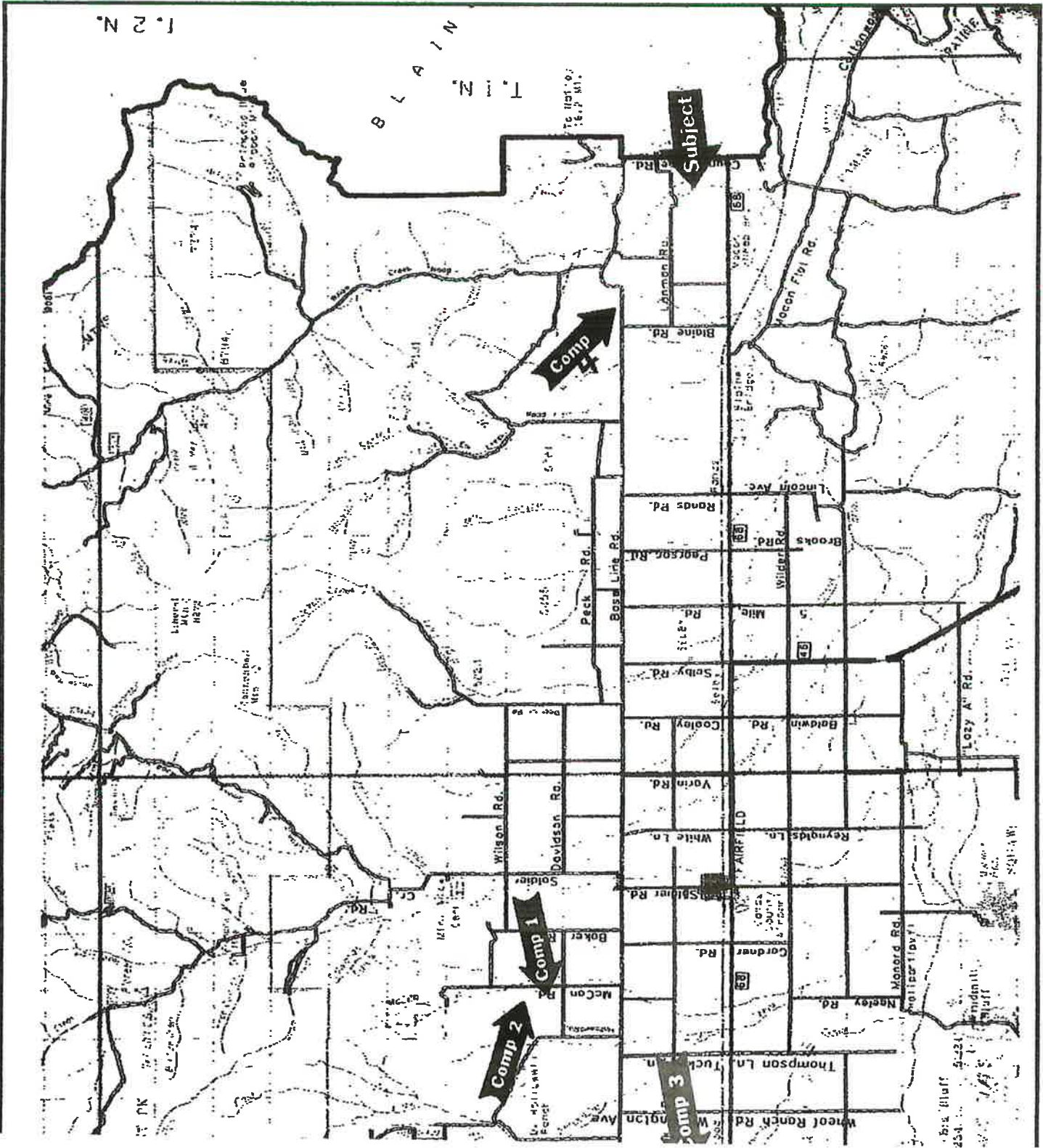
77291



SCANNED

JUL 22 2008

Property Address	Willow Ranch
City	Fairfield
County	Camas
State	ID
Zip Code	83327
Lender	Magic Valley Bank



SCANNED

800276111

Zip Code 83327

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: A37-00313
Date Received: 11/14/1989
Receipt No: S010461
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: JUDITH A ERDMAN
Address: PO BOX 602
GOODING ID

208-543-2493

83330

2. Date of Priority: MAY 1, 1888

3. Source: WILLOW CREEK

Trib. to: CAMAS CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	16E	3	SW	SE	SW		CAMAS

5. Description of diverting works:
ROCK COFFER DAM, OPEN DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	5.600		

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

A.F.A.

8. Total consumptive use is 600.0 Acre Feet Per Annum.

9. Non-irrigation uses:

INCIDENTAL STOCKWATER USE FOR APPROX. 150 RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	16E	10	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			NE	NW		IRR	40.0
			SE	NW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	16E	10	NE	SW		IRR	40.0
			NW	SE		IRR	40.0

Section Acres 240.0

Total Acres 240.0

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:

A37-00314

14. Remarks:

5-14-98: OWNERSHIP CHANGE MILLER TO ERDMAN PER NOTICE REC'D
1-7-98 - VH

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

S. C. FROST, ET. AL.

Decree Plaintiff

ALTURAS WATER COMPANY, ET. AL

vs Decree Defendant

RECEIVED

JAN 07 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Southern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s).: 37-00313 & 37-00314
Adjudication Claim No(s).: A37-00313 & A37-00314
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant BRIAN A MILLER. (Deceased)
4. New Owner/Claimant(s) JUDITH A. ERDMAN
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P.O. BOX 602
City, State and ZIP Code GOODING, ID. 83330
New Telephone Number (208) 543-2493
5. Date you acquired the property Nov. 15, 1997
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Judith A. Erdman
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

✓ ID 5/15/98

SCANNED

JUN 22 2008

71340

Recorded at the Request of

Stephan, Kwanig, Stone & Tim nor

at 10:30 A. M

December 22, 1997

In Book 30

of Deeds Page 549

ROLIE BENNETT
CAMAS COUNTY RECORDER

By Gayle Bachtell

Fees \$ 6.00

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by JUDITH ANN ERDMAN and JACK C. McCALL, as personal representatives of the Estate of Brian A. Miller, deceased, Grantor, to JUDITH ANN ERDMAN, Grantee, whose address is P.O. Box 602, Gooding, Idaho 83330.

WHEREAS, Grantors are the qualified personal representatives of said estate, filed as Probate No. SP96-00009, in Camas County, Idaho;

THEREFORE, for valuable consideration received, Grantors sell and convey to Grantee the following described real property in Camas County, Idaho:

Township 1 South, Range 15 East, Boise Meridian, in Camas County, Idaho.

Section 1: Lot 2, EXCEPT the East 5 Rods thereof, Lots 3, 4, S 1/2 NW 1/4, W 1/2 SW 1/4.

Section 2: Lots 1, 2, S 1/2 NE 1/4, E 1/2 SE 1/4.

Section 11: E 1/2 NE 1/4.

Section 12: W 1/2 NW 1/4.

Township 1 South, Range 16 East, Boise Meridian, in Camas County, Idaho.

Section 3: SW 1/4 NE 1/4, W 1/2 SE 1/4, SE

SCANNED

JUN 22 2008

1/4 SW 1/4.

Section 10: NW 1/4, W 1/2 NE 1/4, NE 1/4 SW
1/4, NW 1/4 SE 1/4.

Together with all appurtenant water rights
including Permit No. 37-0313 for 280 inches
priority May 1, 1888 and Permit No. 37-0314
for 90 inches priority June 10, 1900,
Excluding all grazing rights.

with all appurtenances.

EXECUTED this 17th day of December, 1997.

Jack C. McCall P.R.
JACK C. MCCALL
Judith Ann Erdman P.R.
JUDITH ANN ERDMAN

STATE OF IDAHO)
County of Twin Falls) : ss.

On this 17th day of December, 1997, before me the
undersigned, a Notary Public for Idaho, personally appeared Jack C.
McCall and Judith Ann Erdman, known or identified to me to be the
persons whose names are subscribed to the within instrument, as
personal representatives of the estate of Brian A. Miller, and
acknowledged to me that they executed the same as such personal
representatives.

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

Loraine Jones
Notary Public for Idaho
Residing at Twin Falls
Commission Expires: 6/7/2003

STEPHAN, KVANVIG, STONE & TRAINOR
Kevin F. Trainor
P. O. Box 83
Twin Falls, Idaho 83303-0083
Telephone: 208-733-2721
Of Counsel for Personal Representative
15620/ECO/lj

FILED

11-17-97

HR. 3:20 P.M.
POLLE BENNETT
CLERK OF THE DISTRICT COURT
15/ Gayle Dachtell

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CAMAS
MAGISTRATE DIVISION

In the Matter of the Estate	)	
	)	Case No. SP-96-00009
	)	
of BRIAN A. MILLER,	)	
	)	ESTATE CLOSING ORDER
	)	
Deceased.	)	

Upon consideration of the Petition for Approval of Final Settlement and Distribution filed by Judith Ann Erdman and Jack C. McCall on October 22, 1997, the Court determines and finds that the allegations and statements in the petition are true, all required notices have been given or waived, and the estate has been administered according to the laws of this state and the orders of the Court and should be closed.

THEREFORE,

The final account of the personal representatives is hereby approved; the personal representatives are hereby authorized and directed to deliver and distribute title and possession of the

assets of the estate to the distributees in the amount and the manner set forth in the annexed Schedule of Distribution; upon making such delivery and distribution, and duly filing receipts with this Court, the personal representatives shall be fully and finally released and discharged from their trust, and together with their surety, shall be released and discharged from their bond and any and all liability arising in connection with the performance of their duties as personal representatives; and the administration of this estate shall be closed.

DATED this 15 day of November, 1997.

15/ John F. Varin
JOHN F. VARIN
Magistrate Judge

STATE OF IDAHO }
County of Camas } ss.

I hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office.

WITNESS my hand and official seal hereto affixed
this 18th day of December, A.D. 1997

ROLLIE BENNETT, CLERK OF THE DISTRICT COURT
EX OFFICIO AUDITOR AND RECORDER.

SCHEDULE OF DISTRIBUTION

Name and Address of Distributee	Description of Property Distributed	Distribution Value
Orin Johnson 7220 E. Grayson Rd. Hughson, CA 95326	1 model 12 Winchester 12 Gauge 1 model 12 Winchester 20 Gauge 1 243 Rifle	\$ 200.00 \$ 200.00 \$ 200.00
Diana Miller HC 1 Box 112 Ferdinard, ID 83526	Cash	\$5,000.00
Dan Dallas c/o Sheridan Ranger District P.O. Box 428 Sheridan, Montana 59749	1 Bradshaw Custom Rough-out Saddle	\$ 100.00
Ken Sanders University of Idaho Extension Service 315 Falls Avenue Twin Falls, ID 83301	Cash	\$5,000.00
Gayle Anderson 314 Northstar Twin Falls, Idaho 83301	Cash	\$15,000.00
Joni (Lawrence) Cordell 340 Highway 75 Shoshone, Idaho 83352	Cash	\$15,000.00
Charles Gaskill Fairfield, Idaho 83327	1 Yamaha ATV 4-Wheeler 350	\$ 200.00
Jack C. McCall PO Box 1598 Twin Falls, ID 83301	John Deere 4640 Tractor, Circle J Horse Trailer, 1975 Ford Pickup, Miscellaneous Guns and Animal Mounts	\$ 8,000.00 \$ 500.00 \$ 200.00 \$ 500.00

Residue to Decedent's sister, Judith Ann Erdman, as the surviving named beneficiary per the terms of the will, subject to any remaining expenses.

SCANNED

JUN 22 2008

\$290

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

RECEIVED

NOV 14 1989

Ident. Number: A37-00313

Date Received: 11/14/89

Receipt No: 5010461

Received By: [Signature] CW

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BRIAN A. MILLER
Address: P.O. BOX 602
GOODING, ID 83330
208-934-4216

2. Date of Priority: MAY 01, 1888

3. Source: WILLOW CREEK
Trib. to: CAMAS CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	16E	3	SW	SE	SW		CAMAS

5. Description of diverting works:
ROCK COFFER DAM, OPEN DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	5.600		

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

8. Total consumptive use is 600.0 Acre Feet Per Annum.

9. Non-irrigation uses:
INCIDENTAL STOCKWATER USE FOR APPROX. 150 RANGE CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	16E	10	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			NE	NW		IRR	40.0

A37-00313

Page 1

Date: 10/20/89

MICROFILMED
FEB 22 1993

SCANNED

JUN 22 2008

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	16E	10	SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SE		IRR	40.0
						Section Acres	240.0
						Total Acres	240.0

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:
A37-00314

14. Remarks:

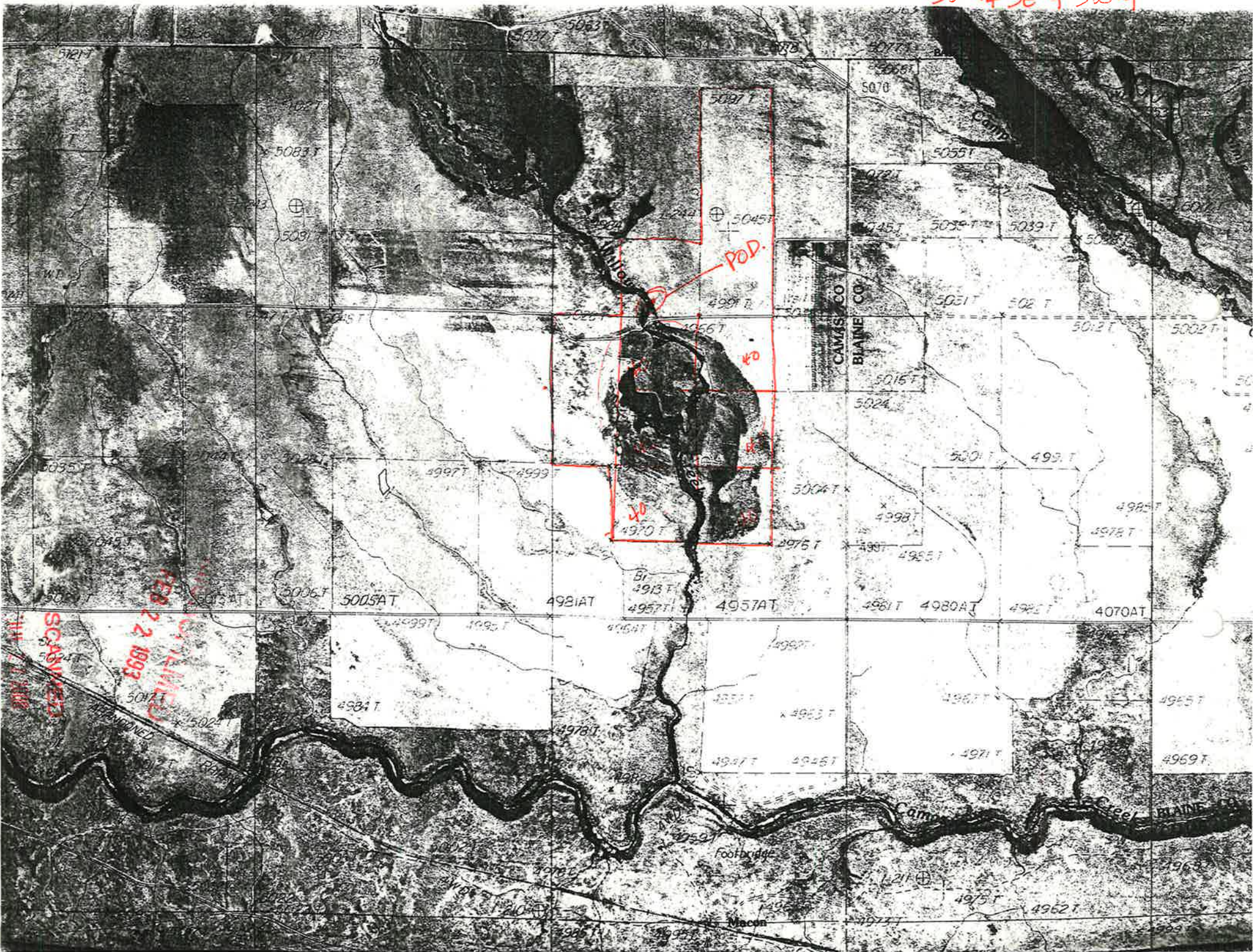
15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

S. C. FROST, ET. AL.
Decree Plaintiff

vs

ALTURAS WATER COMPANY, ET. AL.
Decree Defendant

SW 1/4 SE 1/4 SW 1/4



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: 1

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): ☒ Brian A. Miller Date: ☒ 10-20-89

Date: _____

State of Idaho)
County of Camas) SS.

Subscribed and sworn (or affirmed) before me this 20th day
of October 19 89

Helen Harrington
Notary Public

Seal

Residing at Helen Harrington, Notary Public
Residing at Boise, Idaho
My Commission Expires December 1, 1994

COPY

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

2007 JUN 22 AM 9 48

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

In Re SRBA

Case No. 39576

) Subcase No. 37-21829, 37-21831
)
)
)
)

**NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING**

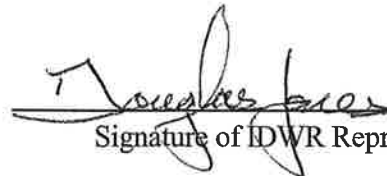
IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

Dated: 6-22-07


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 6/22, 2007, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707

2. Copies to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

Gary McStay
Mari McStay
PO Box 777
Bellevue ID 83313

Anchor Inc
PO Box 1025
Hailey ID 83333



Signature of person or attorney mailing the form

06/11/2007

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

RIGHT NUMBER: 37-21831

NAME AND ADDRESS: GARY MC STAY
PO BOX 777
BELLEVUE ID 83313

MARI MC STAY
PO BOX 777
BELLEVUE ID 83313

SOURCE: WILLOW CREEK TRIBUTARY: CAMAS CREEK
QUANTITY: 0.300 CFS
PRIORITY DATE: 06/10/1900

POINT OF
DIVERSION: T01S R16E S3 SWSESW Within CAMAS County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	0.300 CFS
PLACE OF USE:	<u>IRRIGATION in CAMAS County</u>		
	T01S R16E S10	NESW 15.00	T01S R16E S10 NWSE 30.00

45 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 45 acres in a single irrigation season. Combined Right Nos.: 37-21829 and 37-21831.

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

06/11/2007

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

RIGHT NUMBER: 37-21829

NAME AND ADDRESS: GARY MC STAY
PO BOX 777
BELLEVUE ID 83313

MARI MC STAY
PO BOX 777
BELLEVUE ID 83313

SOURCE: WILLOW CREEK TRIBUTARY: CAMAS CREEK

QUANTITY: 0.930 CFS

PRIORITY DATE: 05/01/1888

POINT OF
DIVERSION:

T01S R16E S3 SWSESW Within CAMAS County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/15 10/31	0.930 CFS
PLACE OF USE:	<u>IRRIGATION in CAMAS County</u>		
	T01S R16E S10	NESW 15.00	T01S R16E S10 NWSE 30.00

45 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 45 acres in a single irrigation season. Combined Right Nos.: 37-21829 and 37-21831.

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

SOUTHERN REGION

June 22, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
~~Interim~~ Director

GARY MCSTAY
MARI MCSTAY
PO BOX 777
BELLEVUE ID 83313

RE: SRBA Claim(s) 37-21829, 37-21831

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure

cc: Anchor Inc.
PO Box 1025
Hailey ID 83333

RECEIVED

NOV 16 2006

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Form 42-248/42-1409(6) July, 2000

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

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case 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
	37-21829				
	37-21831				

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)

4. New Owner/Claimant(s)

New Mailing Address

City, State and ZIP Code

New Telephone Number

5. Date you acquired the property

[Signature] *[Signature]*
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 Box 777
 Bellevue ID 83313
 (208-788-2697)

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

7. Signature of New Owner(s) or Claimant(s) Maurice
(include title if applicable)

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

For Office Use Only

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



Order No. 0622540

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED

ANCHOR, INC, an Idaho Corporation, as to an undivided 60% interest

a corporation duly organized and existing under the laws of the State of Idaho, does hereby grant, bargain, sell, and convey unto

GARY MCSTAY and MARI MCSTAY, husband and wife

[Handwritten signature]

the Grantees whose current address is: Box 777, Bellevue ID 83313

the following described premises, in **CAMAS COUNTY, IDAHO**, to-wit:
Township 1 South, Range 16 East of the Boise Meridian, Camas County, Idaho
Section 10: NE1/4SW1/4, NW1/4SE1/4

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

Grantor Warrants to the Grantee and its successors in title, that Grantor has not created nor permitted to be created any lien, charge or encumbrance against said real estate which is not shown herein, and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claims of all persons.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President.

May 11, 2006

Anchor, Inc.

[Handwritten signature of Bruce Bothwell]
Bruce Bothwell, President

State of: Idaho

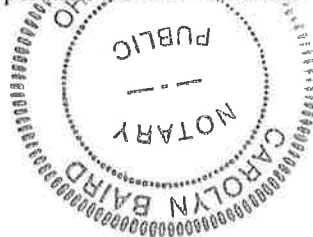
County of: Blaine

On this 12th day of May, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared **BRUCE BOTHWELL**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the **President** of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

[Handwritten signature of Carolyn Baird]
Notary Public

Residing at: Hailey

Commission Expires: 1/23/2009





SUN VALLEY
TITLE
C O M P A N Y

Order No. 0622540

WARRANTY DEED

FOR VALUE RECEIVED

ED TERRAZAS, an unmarried man, as to an undivided 24.00% interest and JACKIE WESELOH, an unmarried woman, as to an undivided 16.00% interest

the Grantors do hereby grant, bargain, sell, convey and warrant unto

GARY MCSTAY AND MARI MCSTAY, husband and wife

the Grantees whose current address is: **Box 777, Bellevue ID 83313**

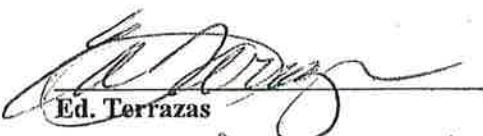
the following described premises, in **CAMAS COUNTY, IDAHO**, to-wit:

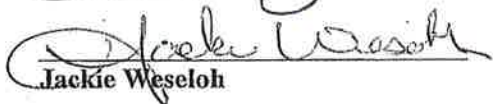
Township 1 South, Range 16 East of the Boise Meridian, Camas County, Idaho
Section 10: NE1/4SW1/4, NW1/4SE1/4

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

May 11, 2006


Ed. Terrazas


Jackie Weseloh

State of: Idaho
County of: _____

On this 15 day of May, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared **ED TERRAZAS and JACKIE WESELOH**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public
Residing at: _____
Commission Expires: _____

SEE ATTACHED CERTIFIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

} ss.

On

May 15, 2006

Date

before me,

Ashley M. Faust "Notary Public"

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

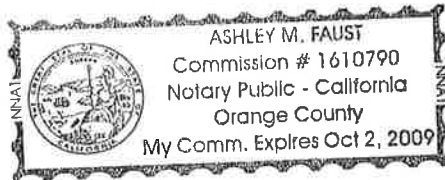
Ed Terrazas & Jackie Weseloh

Name(s) of Signer(s)

☐ personally known to me

☒ 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 to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Ashley M. Faust
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Warranty Deed

Document Date:

5-15-2006

Number of Pages:

1

Signer(s) Other Than Named Above:

No other signers

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

08/11/2006

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

RIGHT NUMBER: 37-21829
NAME AND ADDRESS: ANCHOR INC
PO BOX 1025
HAILEY ID 83333

SOURCE: WILLOW CREEK TRIBUTARY: CAMAS CREEK

QUANTITY: 0.930 CFS

PRIORITY DATE: 05/01/1888

POINT OF DIVERSION:

T01S R16E S3 SWSESW Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.930 CFS

PLACE OF USE:

IRRIGATION Within CAMAS County

T01S R16E S10	NESW	15.00	T01S R16E S10	NWSE	30.00
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45 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 45 acres in a single irrigation season. Combined Right Nos.: 37-21829 and 37-21831.

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

SCANNED

JUL 22 2008



Idaho Department of Water Resources

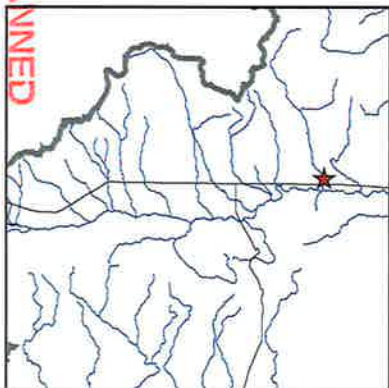
SRBA Recommendation:

37-21829

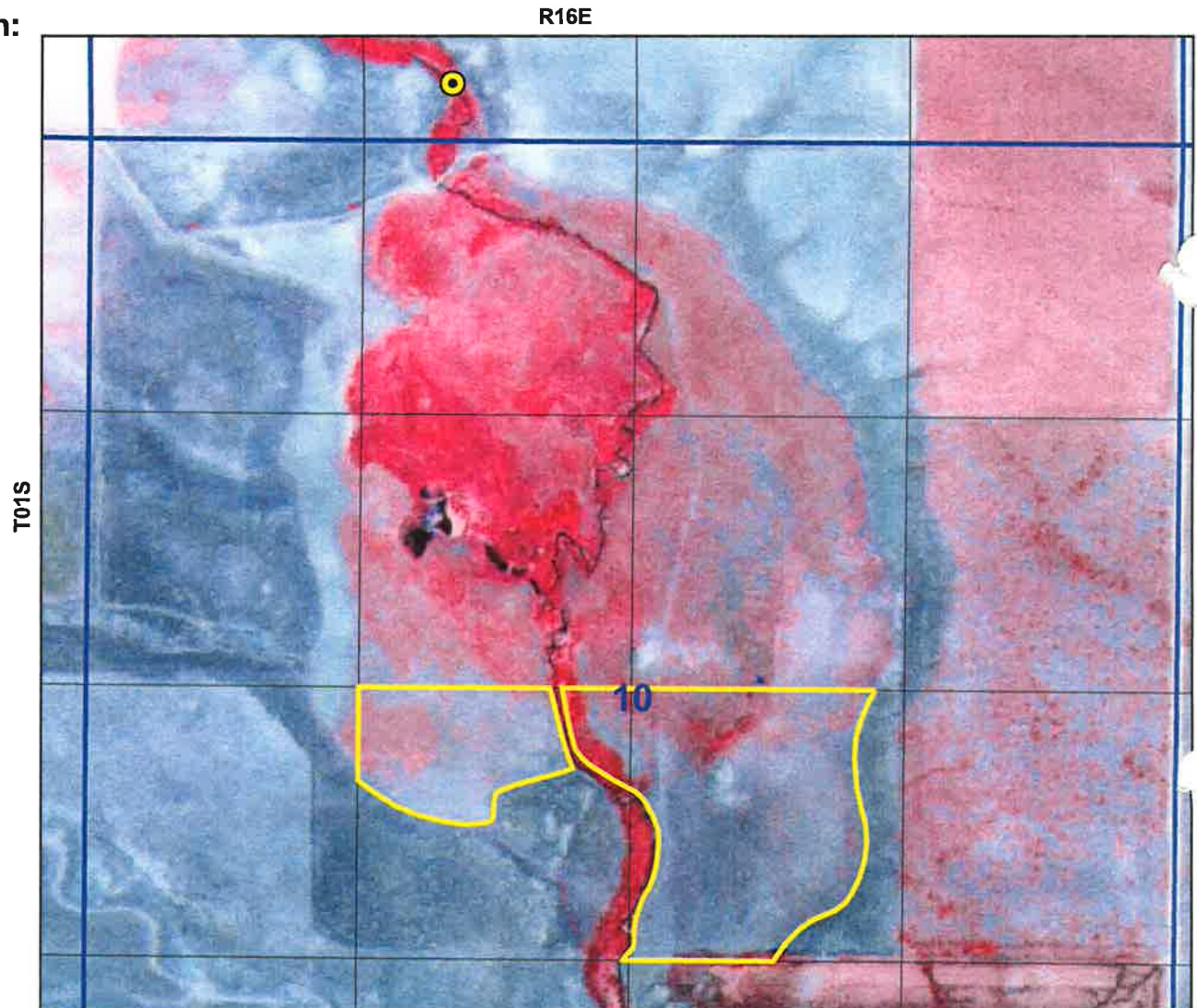
37-21831

Legend

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



Camas County
IDWR Basin 37



0 0.25 0.5 Miles

Prepared by M. Anders
On Friday, August 11, 2006
1987/88 Aerial Photography

11/11 2 2 2006

SCANNED

Adjudication Claim Notes

Claim(s): 37-21829, 37-21831

Background Data

37-313

- Source is Willow Creek tributary to Camas Creek
- Decreed for 5.6 cfs on 6 QQ
- SRBA claims:
 - 37-21829 claimed 0.93 cfs for Irrigation of 80 acres
 - 37-21830 claimed 4.67 cfs for Irrigation of 160 acres

37-314

- Source is Willow Creek tributary to Camas Creek
- Decreed for 1.8 cfs on 6 QQ
- SRBA claims:
 - 37-21831 claimed 0.30 cfs for Irrigation of 80 acres
 - 37-21832 claimed 1.50 cfs for Irrigation of 160 acres

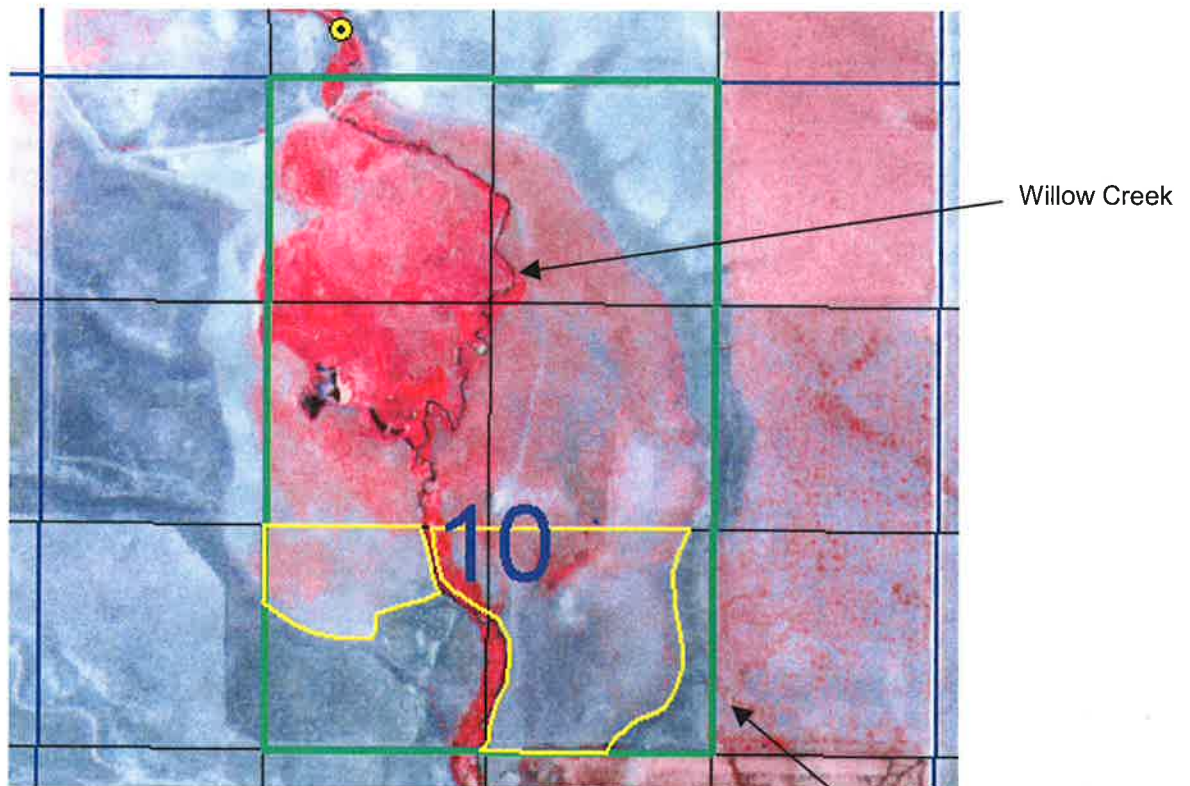
Place Of Use Data

Yellow line is the draft Place of Use created by IDWR based on historical data and records.

Yellow dot is draft Point of Diversion created by IDWR based on historical data and records.

Green line is decreed/licensed POU (this may only represent the Quarter-Quarter sections of the decree/license)

1987 Aerial Photo



Decreed POU for
37-313 & 37-314
(Green Line)

Notes

T1S R16E Section 10

- Found 174 acres of Irrigation total for 37-313 and 314.
 - 45 acres of irrigation for 37-21829 and 37-21831
 - 129 acres of irrigation for 37-218~~29~~³⁰ and 37-218~~31~~³²
- 174 acres appears to be the historical POU for 37-313 and 37-314 because the rest of the decreed POU is above the POD and could not have been irrigated with a gravity distribution system. Since these rights are largely claimed as they were decreed, the entire decreed diversion rate is being recommended on the 164 acres, even though the duty of water is 0.043 cfs per acre.
- Split analysis:
 - Duty of water for 37-313: 0.034 cfs/acre
 - Duty of water for 37-314: 0.011 cfs/acre
 - 37-21829 and 37-21831 have 45 irrigated acres of decreed POU.
 - 1.54 cfs from 37-313
 - 0.50 cfs from 37-314
 - 37-21830 and 37-21832 have 129 irrigated acres of decreed POU.
 - 4.06 cfs from 37-313
 - 1.30 cfs from 37-314
- Recommendations: (cfs limited by claimed amount)
 - Combined use limit = 45 acres
 - 37-21829: 0.93 cfs for irrigation of 45 acres
 - 37-21831: 0.30 cfs for irrigation of 45 acres
 - Assuming accomplished transfer for POU
 - Combined use limit = 129 acres
 - 37-21830: 4.67 cfs for irrigation of 129 acres
 - 37-21832: 1.50 cfs for irrigation of 129 acres
- Data used for review: 1987, 1992, & 2004 aerial photos, Camas Co Tax Records, Idaho Ownership (idown.shp), & USGS 1:24,000 Topo

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-313

WATER RIGHT NUMBER: 37-313

Owner Type Name and Address

Current Owner JOHN HIGGS

, ZZ

Priority Date: 05/01/1888

Basis: Decreed

Status: Active

Source

WILLOW CREEK

Tributary

CAMAS CREEK

Beneficial Use

IRRIGATION

From To

/ to /

Diversion Rate

5.600 CFS

Annual Volume

Total Diversion: 5.600 CFS

Location of Point(s) of Diversion

WILLOW CREEK

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
01S 16E 10	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
		X	X		X			X	X					X			

Conditions of Approval:

1. AC. IRRIG. NOT SPECIFIED. FARM = 240 AC.

Remarks:

Comments:

SCANNED

JUN 22 2008



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 14, 1998

Judith A. Erdman
PO Box 602
Gooding, Idaho 83330

RE: Snake River Basin Adjudication (SRBA)
Claim No.(s): A37-00313 and A37-00314
Change of Ownership Notification

Dear Claimant(s):

We have been notified that you are the current owner of property with the above referenced Snake River Basin Adjudication claim(s), and our records have been changed, accordingly. **The enclosed copies are for your records**, please review these documents for accuracy in all respects. If you have any questions, please contact me at this office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Vikie Hancock'.

Vikie Hancock
S.R.B.A. Records Clerk

ENCLOSURES

SCANNED

JUL 22 2008



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

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ENCLOSURES

SCANNED

JUN 22 2008