

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
MAY 01 2019
Department of Water Resources
Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
34-14175 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
34-14173 <i>OK</i>	Yes ☐	34-14173 (Split into 34-14173 & 34-14731)			Yes ☐
34-14177 <i>OK</i>	Yes ☐	34-14175 (Split into 34-14175 & 34-14732)			Yes ☐
34-14179 <i>OK</i>	Yes ☐	34-14177 (Split into 34-14177 & 34-14733)			Yes ☐
	Yes ☐	34-14179 (Split into 34-14179 & 34-14734)			Yes ☐
			Yes ☐		Yes ☐

2. Previous Owner's Name: Don Aikele

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Leslie A. Smith Sandra Smith

New owner(s) as listed on the conveyance document

Name connector

☐ and ☐ or ☒ and/or

Mailing address

City

State

ZIP

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 6-2-16

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 34-14173

8. Signature: Leslie A. Smith

Signature of new owner/claimant

Title, if applicable

Date

- Signature: Sandra Smith

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by JB

Date

5/1/2019

Receipt No.

E045050
5044931

Receipt Amt.

\$300.-
\$100.-

Approved by JB

Processed by JB

Date

7/11/2019



TitleOne
a title & escrow co.

Order Number: 5434

NO. 0053830

RECORDED

JUN 07 2016

11:02 A.M. PM.
BUTTE COUNTY RECORDER

Bill Woodbury

Warranty Deed

For value received, **Kat Tel Family Trust**, an irrevocable trust,

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

Leslie Dale Smith and Sandra Lee Smith, husband and wife,

whose current address is **3386 W. 2700 N., Moore, ID 83255**

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

Township 4 North, Range 26 EBM, Section 17:

A parcel of land generally described as being a portion of the SW1/4 of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 17, from which the S1/4 Corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet;

thence from the Southwest Corner of said Section 17, N. 00°27'41" W., along the West boundary of the SW1/4 of said Section 17, a distance of 998.69 feet to a half-inch diameter steel rod;

thence S. 88°28'08" E., a distance of 633.48 feet to a half-inch diameter steel rod;

thence S. 68°25'08" E., a distance of 331.19 feet to a half-inch diameter steel rod;

thence S. 50°49'53" E., a distance of 99.13 feet to a half-inch diameter steel rod;

thence S. 19°39'11" E., a distance of 107.12 feet to a half-inch diameter steel rod;

thence S. 10°01'22" W., a distance of 708.49 feet to a half-inch diameter steel rod on the South boundary of the SW1/4 of said Section 17;

thence N. 89°55'20" W., along the South boundary of the SW1/4 of said Section 17, a distance of 922.76 feet to the Southwest Corner of said Section 17, and the Point of Beginning.

The above described parcel of land is subject to a portion of a county road right-of-way adjoining the Southerly boundary thereof.

INCLUDING: All rights and/or shares in the Big Lost River Irrigation District and Water District No. 34; all Idaho Department of Water Resources Water Rights, if any.

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Kat Tel Family Trust

Josie Smith

Josie Smith, co-trustee

6-2-16

date

Jake Russell Dangerfield

Jake Russell Dangerfield, co-trustee

May 23, 2016

date

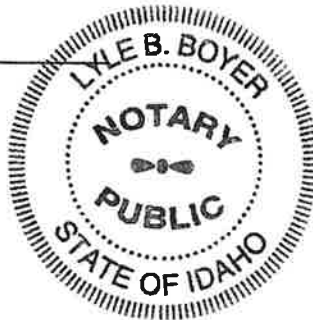
State of IDAHO

ss.

County of BUTTE

On this 2nd day of June in the year of 2016, before me, the undersigned, a notary public in and for said state personally appeared Josie Smith, known or identified to me to be the person whose name is subscribed to the within instrument, as co-trustee of KatTel Family Trust and acknowledged to me that she executed the same as co-trustee.

Lyle B. Boyer
Notary Public
Residing In: Arco, ID
My Commission Expires: 6-5-2021
(seal)



State of Utah

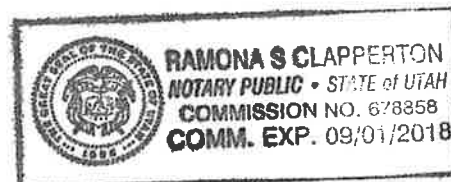
County of Weber

ss.

On this 23 day of May in the year of 2016, before me, the undersigned, a notary public in and for said state personally appeared Jake Russell Dangerfield, known or identified to me to be the person whose name is subscribed to the within instrument, as co-trustee of Kat Tel Family Trust and acknowledged to me that he executed the same as co-trustee.

Ramona S. Clapperton

Notary Public
Residing In:
My Commission Expires:
(seal)



JUN 07 2016

11:03 A.M.
BUTTE COUNTY RECORDER
Billy Woodbury

DEED OF TRUST

Made effective as of the 2 day JUNE, 2016, BETWEEN Leslie Dale Smith and Sandra Lee Smith, husband and wife ("GRANTOR"), whose address is 3486 West 2700 North, Moore, ID 83255, TitleOne Corporation, an Idaho corporation whose address is 260 W. Grand Ave., Arco, ID, 83213 ("TRUSTEE"), and Josie Smith and Jake Dangerfield, as co-trustees of the Kat Tel Family Trust, an irrevocable trust whose address is 3480 West 2850 North, Moore, ID 83255 ("BENEFICIARY"), WITNESSETH: Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Franklin, State of Idaho described as follows:

See Exhibit A attached hereto.

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of **Eighteen Thousand Eight Hundred Eighty-Seven and 33/100ths Dollars (\$18,887.33)**, with the final payment due on **May 1, 2023**, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

1. GRANTOR AGREES:

1.1 To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

1.2 To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.3 To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.4 To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary and any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

1.5 To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate authorized by Idaho Code 28-22-104(1).

1.6 Should Grantor fail to make any payment or to do any acts as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either any deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ

counsel and pay his reasonable fees.

1.7 The property does not contain more than forty (40) acres.

2. IT IS MUTUALLY AGREED:

2.1 Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2.2 By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

2.3 At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

2.4 Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

2.5 As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect, and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

2.6 Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or upon the sale, transfer or other exchange or disposition of said property, whether voluntary, involuntary, by operation of law or otherwise, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

2.7 Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

2.8 After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. The Beneficiary shall also have all rights provided by law whether stated here or not.

2.9 This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns. The term Beneficiary shall mean the holder and owner of the debt secured hereby. In this Deed of Trust whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

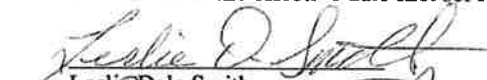
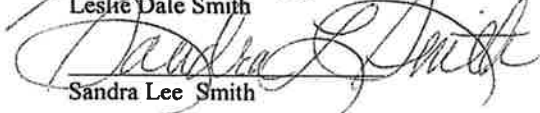
2.10 Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

2.11 In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which new trustee or trustees shall succeed to all of the powers and duties of the trustee named herein.

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

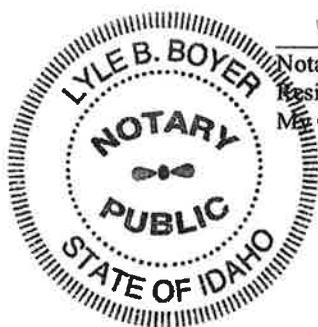
2.13 The interest and payment terms on the note secured hereby may be indexed, renewed, renegotiated or adjusted during the term of the note and which may affect the term of the note. The amount of the debt secured may be increased because of a deferment of all or portions of the interest of a deferment of all or portions of the interest if added to the principal balance of the note.

DATED as of the effective date first set forth above.


Leslie Dale Smith

Sandra Lee Smith

STATE OF IDAHO)
COUNTY OF Butte) ss.

On this 2nd day of June, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Leslie Dale Smith and Sandra Lee Smith, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me, under oath, that (they, he, she) executed the same.



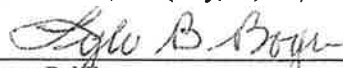

Notary Public
Residing at: Arco, Idaho
My Commission expires: 6-5-2021

Exhibit A

REAL PROPERTY LEGAL DESCRIPTION

A parcel of land generally described as being a portion of the SW1/4 of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 17, from which the S1/4 Corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet;

thence from the Southwest Corner of said Section 17, N. 00°27'41" W., along the West boundary of the SW1/4 of said Section 17, a distance of 998.69 feet to a half-inch diameter steel rod;

thence S. 88°28'08" E., a distance of 633.48 feet to a half-inch diameter steel rod;

thence S. 68°25'08" E., a distance of 331.19 feet to a half-inch diameter steel rod;

thence S. 50°49'53" E., a distance of 99.13 feet to a half-inch diameter steel rod;

thence S. 19°39'11" E., a distance of 107.12 feet to a half-inch diameter steel rod;

thence S. 10°01'22" W., a distance of 708.49 feet to a half-inch diameter steel rod on the South boundary of the SW1/4 of said Section 17;

thence N. 89°55'20" W., along the South boundary of the SW1/4 of said Section 17, a distance of 922.76 feet to the Southwest Corner of said Section 17, and the Point of Beginning.

The above described parcel of land is subject to a portion of a county road right-of-way adjoining the Southerly boundary thereof.



NO. 0052598
RECORDED

JUN 09 2015

11:01 A.M.
BUTTE COUNTY RECORDER
[Signature]

Order Number: 5434

Warranty Deed

For value received,

Gina A. Woodbury and L. Randy Woodbury, wife and husband,

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

Kat Tel Family Trust, an irrevocable trust

whose current address is **3480 W. 2850 N., Moore, ID 83255**

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

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: 6-8-15

[Signature: Gina A. Woodbury]
Gina A. Woodbury

[Signature: L. Randy Woodbury]
L. Randy Woodbury

State of Idaho

SS.

County of Butte

On this 8th day of June in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Gina A. Woodbury and L. Randy Woodbury, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

[Signature: Lyle B. Boyer]
Notary Public
Residing at:
My Commission Expires:
(seal)

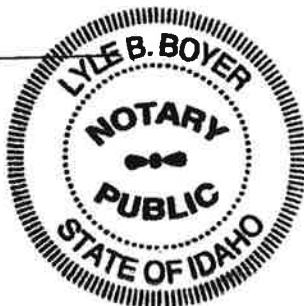


EXHIBIT A

A parcel of land generally described as being a portion of the SW1/4 of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 17, from which the S1/4 Corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet;
thence from the Southwest Corner of said Section 17, N. 00°27'41" W., along the West boundary of the SW1/4 of said Section 17, a distance of 998.69 feet to a half-inch diameter steel rod;
thence S. 88°28'08" E., a distance of 633.48 feet to a half-inch diameter steel rod;
thence S. 68°25'08" E., a distance of 331.19 feet to a half-inch diameter steel rod;
thence S. 50°49'53" E., a distance of 99.13 feet to a half-inch diameter steel rod;
thence S. 19°39'11" E., a distance of 107.12 feet to a half-inch diameter steel rod;
thence S. 10°01'22" W., a distance of 708.49 feet to a half-inch diameter steel rod on the South boundary of the SW1/4 of said Section 17;
thence N. 89°55'20" W., along the South boundary of the SW1/4 of said Section 17, a distance of 922.76 feet to the Southwest Corner of said Section 17, and the Point of Beginning.

The above described parcel of land is subject to a portion of a county road right-of-way adjoining the Southerly boundary thereof.



Order No. 5434

Quitclaim Deed

NO. 0052597
RECORDED
JUN 09 2015
11:00 A.M.
BUTTE COUNTY RECORDER
[Signature]

For value received, David Lambert, an unmarried man
Does hereby convey, release, remise, and forever quit claim unto
Gina A. Woodbury, a married woman, as her sole and separate property,
whose current address is 4037 W. 4300 N., Mackay, ID 83251,
the following described premises in Butte County, Idaho:

See attached EXHIBIT A

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Date: 2 Jun 2015

[Signature]
David Lambert

State of New Mexico
County of Valencia ss.

On this 2nd day of June in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared David Lambert, 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: 3657 Hwy 4
My Commission Expires: 1-8-17
(seal)



OFFICIAL SEAL
Rey Valadez
Notary Public
State of New Mexico
My Commission Expires 1-8-17

EXHIBIT A

A parcel of land generally described as being a portion of the SW1/4 of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows:

Beginning at the Southwest Corner of said Section 17, from which the S1/4 Corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet;
thence from the Southwest Corner of said Section 17, N. 00°27'41" W., along the West boundary of the SW1/4 of said Section 17, a distance of 998.69 feet to a half-inch diameter steel rod;
thence S. 88°28'08" E., a distance of 633.48 feet to a half-inch diameter steel rod;
thence S. 68°25'08" E., a distance of 331.19 feet to a half-inch diameter steel rod;
thence S. 50°49'53" E., a distance of 99.13 feet to a half-inch diameter steel rod;
thence S. 19°39'11" E., a distance of 107.12 feet to a half-inch diameter steel rod;
thence S. 10°01'22" W., a distance of 708.49 feet to a half-inch diameter steel rod on the South boundary of the SW1/4 of said Section 17;
thence N. 89°55'20" W., along the South boundary of the SW1/4 of said Section 17, a distance of 922.76 feet to the Southwest Corner of said Section 17, and the Point of Beginning.

The above described parcel of land is subject to a portion of a county road right-of-way adjoining the Southerly boundary thereof.

WARRANTY DEED

NO. 0046723
RECORDED

MAY 15 2009

A.M. 2:46 P.M.
BUTTE COUNTY RECORDER

Order No: 5434LRT

For Valuable Consideration Received

**GINA A. WOODBURY, A MARRIED WOMAN AS HER SOLE & SEPARATE
PROPERTY,**

the Grantor, does hereby grant, bargain, sell, convey and warrant unto

DAVID LAMBERT, AN UNMARRIED MAN,

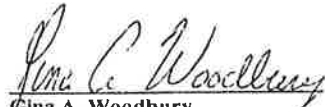
the Grantee whose current address is:

3486 West 2700 North, Moore, ID 83255

the following described premises, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And 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 he will warrant and defend the same from all lawful claims whatsoever.


Gina A. Woodbury

4-15-09
Date

State of Idaho

ss.

County of BUTTE

On this 15th day of May, 2009, before me, the undersigned, a Notary Public, in and for said State, personally appeared **GINA A. WOODBURY**, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public

Residing at: Arco, ID

Commission Expires: 6-5-2015

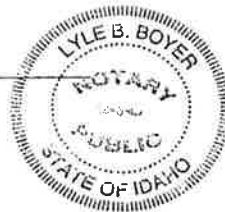


EXHIBIT "A"

A parcel of land generally described as being a portion of the Southwest Quarter of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows:

Beginning at the Southwest corner of said Section 17, from which the South one-quarter corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet;
thence from the Southwest corner of said Section 17, N. 00°27'41" W. along the West boundary of the Southwest quarter of said Section 17, a distance of 998.69 feet to a half inch diameter steel rod;
thence S. 88°28'08" E., a distance of 633.48 feet to a half inch diameter steel rod;
thence S. 68°25'08" E., a distance of 331.19 feet to a half inch diameter steel rod;
thence S. 50°49'53" E., a distance of 99.13 feet to a half inch diameter steel rod;
thence S. 19°39'11" E., a distance of 107.12 feet to a half inch diameter steel rod;
thence S. 10°01'22" W., a distance of 708.49 feet to a half inch diameter steel rod on the South boundary of the Southwest quarter of said Section 17;
thence N. 89°55'20" W. along the South boundary of the Southwest quarter of said Section 17, a distance of 922.76 feet to the Southwest corner of said Section 17, and the Point of Beginning.

The above described parcel of land is subject to a portion of a county road right-of-way adjoining the Southerly boundary thereof.

NO. 0038058
RECORDED

APR 09 2002

FILE No. 5434LRT

INSTRUMENT NO.

10:00 AM PM
BUTTE COUNTY RECORDER
Sayla W. Bunt CORRECTED *
WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED CAROLINE AIKELE as Personal Representative of the Estate of DON A. AIKELE, deceased and CAROLINE AIKELE Grantor(s), do hereby grant, bargain, sell and convey unto JOE J. LAMBERT and GINA A. LAMBERT, husband and wife Grantee(s), whose current address is 3486 West 2700 North, Moore ID 83255, the following described real estate situated in Butte County, State of Idaho, to wit:
A parcel of land generally described as being a portion of the southwest quarter of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows:

Beginning at the southwest corner of said section 17, from which the south one-quarter corner of said section 17, bears South 89° 55' 20" East, 2602.52 feet; thence from the south-west corner of said Section 17, North 00°, 27', 41" West along the West boundary of the southwest quarter of said Section 17, a distance of 998.69 feet to a half inch diameter steel rod; thence South 88° 28' 08" East, a distance of 633.48 feet to a half inch diameter steel rod; thence South 68° 25' 08" East, a distance of 331.19 feet to a half inch diameter steel rod; thence South 50° 49' 53" East, a distance of 99.13 feet to a half inch diameter steel rod; thence South 19° 39' 11" East, a distance of 107.12 feet to a half inch diameter steel rod; thence South 10° 01' 22" West, a distance of 708.49 feet to a half inch diameter steel rod on the south boundary of the south-west quarter of said Section 17; thence North 89° 55' 20" West along the south boundary of the southwest quarter of said Section 17, a distance of 922.76 feet to the southwest corner of said Section 17, and the POINT of BEGINNING.

The aboved described parcel of land is subject to a portion of a county road right-of-way adjoining the southerly boundary thereof.

*Corrects Warranty Deed Instr. No. 37243, recorded July 31, 2001, to add marital status of TO HAVE AND TO HOLD the described premises, together with all tenements, hereditaments and appurtenances thereunto Grantees. belonging, unto the Grantee, his/her/it successors and assigns forever, Grantor does hereby covenant to and with the Grantee that he/she is the owner in fee simple of said premises and that he/she will warrant and defend the same from all lawful claims whatsoever.

DATED: 4/8/02

Caroline Aikele
CAROLINE AIKELE, as Personal Representative

Caroline Aikele
CAROLINE AIKELE

STATE OF IDAHO

COUNTY OF BUTTE

On this 8th day of April, 2002, before me, the undersigned, a Notary Public in and for the State, personally appeared CAROLINE AIKELE, 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 executed the same.

Lyle B. Beyer
Notary Public
Residing at: Arco ID
My Commission Expires: 5-31-2003



THIS SPACE FOR COUNTY RECORDERS USE ONLY

Idaho Title & Trust
400 Memorial Drive, PO BOX 50367, Idaho Falls, ID 83402

NO. J046722

RECORDED

MAY 15 2009

A.M. 2:45 P.M.
BUTTE COUNTY RECORDER

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by Gina A. Woodbury, as personal representative of the estate of Joseph J. Lambert, deceased, Grantor, to Gina A. Woodbury, Grantee, whose current address is 3486 W 2700 N; Moore, ID 83255.

WHEREAS, Grantor is the qualified personal representative of said estate, filed in Butte County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee the following described real property in Butte County, Idaho, to-wit:

See Exhibit "A" attached hereto and made a part hereof
with all appurtenances.

EXECUTED this 14th day of May, 2009.

Gina A. Woodbury
Personal Representative of the Estate
Of Joseph J. Lambert, Deceased.

STATE OF IDAHO)
:ss
COUNTY OF BUTTE)

On this 14th day of May, 2009, before me, the undersigned, a notary public in and for said state, personally appeared, Gina A. Woodbury, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Joseph J. Lambert, deceased, and acknowledged to me that he executed the same as such Personal Representative.

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



Barbara Andersen
NOTARY PUBLIC
Residing at: Butte County
My Commission Expires: 11-29-2012

EXHIBIT "A"

A parcel of land generally described as being a portion of the Southwest Quarter of Section 17, Township 4 North, Range 26 East of the Boise Meridian, Butte County, Idaho, and being more particularly described as follows:

Beginning at the Southwest corner of said Section 17, from which the South one-quarter corner of said Section 17 bears S. 89°55'20" E., 2602.52 feet;
thence from the Southwest corner of said Section 17, N. 00°27'41" W. along the West boundary of the Southwest quarter of said Section 17, a distance of 998.69 feet to a half inch diameter steel rod;
thence S. 88°28'08" E., a distance of 633.48 feet to a half inch diameter steel rod;
thence S. 68°25'08" E., a distance of 331.19 feet to a half inch diameter steel rod;
thence S. 50°49'53" E., a distance of 99.13 feet to a half inch diameter steel rod;
thence S. 19°39'11" E., a distance of 107.12 feet to a half inch diameter steel rod;
thence S. 10°01'22" W., a distance of 708.49 feet to a half inch diameter steel rod on the South boundary of the Southwest quarter of said Section 17;
thence N. 89°55'20" W. along the South boundary of the Southwest quarter of said Section 17, a distance of 922.76 feet to the Southwest corner of said Section 17, and the Point of Beginning.

The above described parcel of land is subject to a portion of a county road right-of-way adjoining the Southerly boundary thereof.

414
Ralph L. Savage, Esq.
Attorney at Law
326 Grand Ave.
P.O. Box 736
Arco, ID 83213
(208) 527-3458

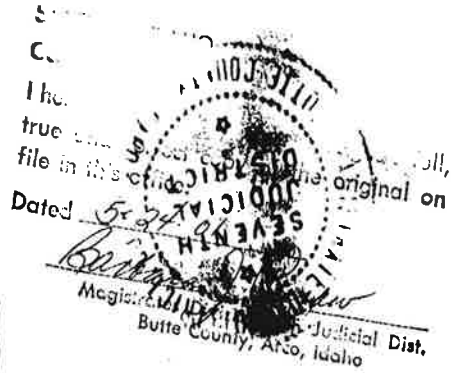
Attorney for Applicant

NO. 0036995
RECORDED

MAY 25 2001

AM 4:05 PM
BUTTE COUNTY RECORDER

[Signature]



IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BUTTE

IN THE MATTER OF THE ESTATE OF:)

) Case No. SP-01- 18

DON A. AIKELE,)

) LETTERS TESTAMENTARY

Deceased.)

_____)
Caroline Aikele was duly appointed Personal Representative of the estate in the above matter on May 23rd, 2001, with all authority pertaining thereto. Administration of the Estate is informal and unsupervised. Caroline Aikele has accepted the appointment as personal representative.

These Letters are issued to evidence the appointment, qualification, and authority of to act as the personal representative in this matter.

WITNESS: Honorable William G. Carlson, Magistrate of the District Court, County of Butte, State of Idaho, with the seal of the Court affixed this 23rd day of May, 2001.

/S/WILLIAM G. CARLSON

William G. Carlson
Magistrate Judge

ORIGINAL



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

July 12, 2019

Leslie Dale Smith
Sandra Lee Smith
3486 W 2700 N
Moore ID 83255

RE: Change of Ownership for Water Rights 34-14173 (Split into 34-14173 & 34-14731), 34-14175 (Split into 34-14175 & 34-14732), 34-14177 (Split into 34-14177 & 34-14733) and 34-14179 (Split into 34-14179 & 34-14734)

Dear Water Right Holder:

The department acknowledges receipt of correspondence changing ownership and splitting the above referenced water right. The department has modified its records to reflect the changes and has enclosed computer-generated reports for your records.

Your portion of the water right has a specified point of diversion, nature of use and place of use. If you plan on changing any of these, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. If you do not plan on changing any items on your water right, then no further action is required at this time.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosures

cc: Don Aikele
Robert Harris
Water District 34
Big Lost River Ground Water District

Barg, Jonie

From: Barg, Jonie
Sent: Friday, May 31, 2019 1:31 PM
To: 'rooterman24hr@yahoo.com'
Subject: Ownership Change request for additional information

RE: Change in Ownership Water Right No. [34-14173](#), [34-14175](#), [34-14177](#) and [34-14179](#)

Dear [Sir/Madam](#):

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The department attempted to contact you via phone as 801-628-4555, but there was not answer and the mailbox was full so a message could not be left. The information required is indicated below:

**** **Evidence of Water Right Ownership:** On May 20, 2019 the department requested a full chain of title for the property purchased back to Don Aikele. On May 28, 2019 we received a portion of that chain, however documentation back to Don Aikele is still required. Please supply a copy the deed or deeds from Don Aikele to Gina and Randy Woodbury.

Also

**** **Filing fee:** Further investigation of these water rights also indicates that a split is required please submit the additional filing fee in order for the department to split the above mentioned water rights. The fee for an ownership change resulting in a split is \$100.00 *per water right*. The full amount required is $4 \times 100 = \$400.00$ we have already received \$100.00 therefore an additional **\$300.00** is required.

Because the Department cannot process the ownership change without proper documentation/fees, we will hold any action on your notice pending receipt of the necessary information/fees. **If we do not receive the necessary information/fees within 30 days we will return your notice and all attachments and your notice will not be processed.**

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,



Jonie Barg
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402

phone: (208) 525-7161

fax: (208) 525-7177

email: jonie.barg@idwr.idaho.gov

Protect your Enthusiasm from the Negativity of others. ~ H Jackson Brown Jr. ~