

RECEIVED

JUL 13 2015
DEPARTMENT OF
WATER RESOURCES

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JUL 09 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

IDWR / NORTH

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?
LC 85-7567	Yes ☐		Yes ☐		Yes ☐
PD 85-11022	Yes ☐		Yes ☐		Yes ☐
PD 85-11808	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: James W and/or Nellie L Hanna
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Randall D and/or Jill M SLAWSON
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
- 36571 Winchester Grade Culdesac Id. 83524
Mailing address City State ZIP
530-679-2719 rdslawson@exede.net
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: August 17, 2014
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 #

85-7567

8. Signature: Randall D. Slawson N/A 7/2/2015
Signature of new owner/claimant Title, if applicable Date
- Signature: Jill M. Slawson N/A 7/2/2015
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by NS Date 7-9-15 Receipt No. N031348 Receipt Amt. \$ 75.00
Approved by _____ Processed by gmh Date 10-26-15

24594

Instrument # 823599

NEZ PERCE COUNTY

7-31-2014 02:20:42 No. of Pages: 6

Recorded for: LAND TITLE

PATTY WEEKS

Fee: 25.00

Ex-Officio Recorder Deputy

Index to: WNTY/000



WARRANTY DEED

JAMES W. HANNA and NELLIE L. HANNA, husband and wife, "Grantors," for and in consideration of \$10.00 and other good and valuable consideration, grant and convey to RANDALL SLAWSON and JILL SLAWSON, husband and wife, "Grantees," the property described on Exhibit A attached hereto, all of which is located in Nez Perce County, State of Idaho, to wit:

See Exhibit A attached hereto and incorporated herein.

SUBJECT TO:

General taxes for the year 2014, which are now a lien, but not yet due or payable.

Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:

To: The Washington Water Power Company, a corporation, its successors and assigns

Recorded: April 22, 1954

Book 8 of Miscellaneous, Page 419, records of Nez Perce County, Idaho.

Right of Way Easement including its terms, covenants and provisions as disclosed by Instrument:

To: The Washington Water Power Company, a corporation, its successors and assigns

Recorded: July 10, 1968

Instrument No: 332345, records of Nez Perce County, Idaho.

Reservation of Mineral Rights as set out in Warranty Deed, including any provisions and limitations thereof:

Grantors: The Federal Land Bank of Spokane, a corporation

Grantees: James W. Hanna and Nellie L. Hanna, husband and wife

Recorded: February 18, 1987

Instrument No: 508272, records of Nez Perce County, Idaho.

All rights of way for public utilities and public roads as the same now exist over and across the herein described property.

ALSO SUBJECT TO:

WARRANTY DEED -1-

The property has not been surveyed by Grantors and this conveyance is subject to any encroachments or questions of location, boundary and area, if any there be, which an accurate survey would disclose.

Rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit and rights of way and easements established or of record.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the Grantors either in law or equity of, in and to the above described and bargained premises.

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

AND the Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and encumbrances of any kind whatsoever, except those stated above.

AND the Grantors shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming title, or to claim the whole or any part thereof.

Clements, Brown & McNichols, P.A., prepared this Warranty Deed solely on behalf of Land Title of Nez Perce County. Grantors and Grantees acknowledge that Clements, Brown & McNichols, P.A. does not represent either party to this transaction. It is the responsibility of the Grantors and Grantees to determine whether or not the terms of this Warranty Deed satisfy their individual interests and to obtain any independent legal counsel they desire.

WARRANTY DEED -2-

823599

The Grantees' address is:

Randall Slawson and Jill Slawson

P.O. Box 29
Bangor CA 95914

DATED this 30th day of July, 2014.

GRANTORS:

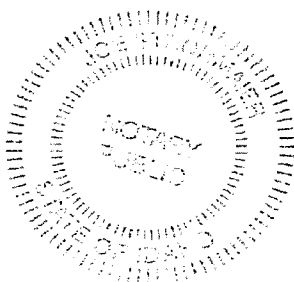
James W. Hanna
JAMES W. HANNA

Nellie L. Hanna
NELLIE L. HANNA

STATE OF IDAHO)
County of Merger) ss.

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Idaho, JAMES W. HANNA and NELLIE L. HANNA, husband and wife, to me known or proved to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on July 30, 2014.



Julietta
Notary Public, State of Idaho
Residing at Julietta
My appointment expires 10/31/14

WARRANTY DEED -3-

823599

The Grantees' address is:

Randall Slawson and Jill Slawson

P.O. Box 27

Banquet, CA. 95914

} Full
in

DATED this 30 day of July, 2014.

GRANTORS:

READ AND APPROVED

Buyers to initial

STATE OF IDAHO

County of _____

) ss.

JAMES W. HANNA

NELLIE L. HANNA

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Idaho, JAMES W. HANNA and NELLIE L. HANNA, husband and wife, to me known or proved to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on July ___, 2014.

Notary Public, State of Idaho

Residing at _____

My appointment expires _____

WARRANTY DEED -3-

823599

File No: 24594

EXHIBIT "A"

That part of the North One-Half of Section 31, Township 35 North, Range 2 West of the Boise Meridian, records of Nez Perce County, Idaho, more particularly described as follows:

Commencing at an iron pin marking the South Quarter corner of said section 31; thence North 25°55'43" West, a distance of 2,996.98 feet to a point on the Northern right of way line of the County road known locally as the 'Old Winchester Grade', said point being The TRUE POINT OF BEGINNING; thence North 44°15'05" West, a distance of 88.05 feet; thence South 79°42'49" West 275.13 feet; thence South 20°44' West 60 feet to a point on said Northern right of way line; thence along said right of way line North 69°16' West 12.00 feet to the beginning of a curve to the left, having a central angle of 60°12' and a radius of 176.24 feet; thence Southwesterly along said curve a distance of 185.17 feet to end of curve; thence South 50°32' West a distance of 203.8 feet to the beginning of a curve to the right, having a central angle of 107°50' and a radius of 205.73 feet; thence Northwesterly along said curve a distance of 387.19 feet to end of curve; thence North 21°38' West a distance of 170.2 feet to the beginning of a curve to the right, having a central angle of 15°18' and a radius of 921.93 feet; thence Northwesterly along said curve a distance of 246.19 feet to the end of curve; thence North 6°20' West 140.4 feet to the beginning of a curve to the left, having a central angle of 125°54' and a radius of 176.3 feet; thence Northwesterly along said curve a distance of 387.4 feet to end of curve; thence South 47°46' West a distance of 109.18 feet, more or less, to the West line of said Section 31; thence leaving said right of way line North 0°30'30" East, along said West line of Section 31, a distance of 541.10 feet to an iron pin in a fence corner; thence along a fence line: South 82°36'37" East 228.43 feet; thence South 79°21'10" East 115.28 feet; thence South 10°07' East 182.30 feet; thence South 22°50'51" East 193.13 feet; thence South 16°30'03" East 150.94 feet to an iron pin; thence North 60°54' East 157.44 feet to an iron pin; thence continuing along said fence line: North 22°50'19" West 71.08 feet; thence North 30°07'20" West 144.67 feet; thence North 9°08' East 158.55 feet; thence North 24°14' East 99.10 feet; thence North 43°49'11" East 99.89 feet; thence South 74°21'03" East 169.57 feet; thence South 53°41'17" East 340.69 feet; thence South 8°16'16" West 301.62 feet to an iron pin; thence leaving said fence line South 43°32'15" East 407.24 feet to an iron pin; thence South 44°15'08" East a distance of 270.31 feet to the Northern right of way line of said 'Old Winchester Grade', and the True Point of Beginning.

EXCEPT any portion which way lie within the East half of the Southwest quarter of said Section 31.

AND

That part of the North Half of Section 31, Township 35 North, Range Two West of the Boise Meridian, Nez Perce County, Idaho, more particularly described as follows:

Commencing at an iron pin marking the Southwest corner of the Southeast Quarter of said Section 31; thence North 17°42'55" East a distance of 2,790.47 feet to an iron pin in a fence corner, said pin being the TRUE POINT OF BEGINNING; thence following an existing fence the following courses and distances: North 2°07'57" East 384.28 feet; North 5°47'35" East 244.55 feet; North 11°48'59" West 192.16 feet to an iron pin in a fence corner; thence continuing along an existing fence: North 63°37'31" West 109.00 feet; North 41°01'28" West 94.14 feet; North 33°25'24" West 339.67 feet; North 68°06'38" West 177.43 feet; North 53°45'24" West 65.12 feet; North 45°04'41" West 358.72 feet; North 28°00'29" West 252.37 feet; North 45°31' West 164.71 feet; North 79°13'20" West 135.78 feet; North 89°43'23" West 548.11 feet; North 86°41'06" West 172.42 feet; North 79°30'27" West 243.32 feet to an iron pin in an existing fence corner; thence South 1°10' West 600.68 feet to an iron pin in a fence corner; thence North 89°25'24" West 1,522.44 feet to an iron pin in a fence corner; thence South 0°30'30" West 373.01 feet to an iron pin in a fence corner; thence continuing along an existing fence: South 82°36'37" East 228.43 feet; South 79°21'10" East 115.28 feet; South 10°07' East 182.30 feet; South 22°50'51" East 193.13 feet; South 16°30'03" East 150.94 feet to an iron pin; thence North 60°54' East 157.44 feet to an iron pin; thence continuing along said fence:

File No: 24594

North 22°50'19" West 71.08 feet; North 30°07'20" West 144.67 feet; North 9°08' East 158.55 feet; North 24°14' East 99.10 feet; North 43°49'11" East 99.89 feet; South 74°21'03" East 169.57 feet; South 53°41'17" East 340.67 feet; South 8°16'16" West 301.62 feet to an iron pin; thence South 43°32'15" East 407.24 feet to an iron pin; thence South 44°51'08" East 270.31 feet to an iron pin on the northern right-of-way line of the County road known as the 'Old Winchester Grade'; thence North 65°20' East a distance of 157.64 feet along said right-of-way line to the beginning of a curve to the right having a central angle of 86°17'37" and radius of 237.6 feet; thence along said right-of-way following said curve, a distance of 357.85 feet to an iron pin in a fence line, accepted locally as the South line of the North Half of said Section 31; thence East along said fence a distance of 1,708.04 feet to an iron pin and the True Point of Beginning.

EXCEPT any portion lying within the South Half of said Section 31.

RECORDATION REQUESTED BY:
ZIONS FIRST NATIONAL BANK
LEWISTON/ORCHARDS FINANCIAL CENTER
3506 12TH STREET
LEWISTON, ID 83501

WHEN RECORDED MAIL TO:
Zions First National Bank
Retail Loan Center - UT RDWG 0853
P.O. Box 30160
Salt Lake City, UT 84130-0160

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



001004140004012225034007312014

DEED OF TRUST

THIS DEED OF TRUST is dated July 31, 2014, among RANDALL SLAWSON AND JILL SLAWSON, HUSBAND AND WIFE, whose address is 31 WOODHILL DR, BANGOR, CA 95914 ("Grantor"); ZIONS FIRST NATIONAL BANK, whose address is LEWISTON/ORCHARDS FINANCIAL CENTER, 3506 12TH STREET, LEWISTON, ID 83501 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Co, Inc., whose address is P.O. Box 339, 580 Jensen Grove Drive, Blackfoot, ID 83221 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in NEZ PERCE County, State of Idaho:

SEE ATTACHED SCHEDULE A

The Real Property or its address is commonly known as 36571 WINCHESTER GRADE, CULDESAC, ID 83524. The Real Property tax identification number is RP35N02W311012A.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance

EXHIBIT "A"

That part of the North One-Half of Section 31, Township 35 North, Range 2 West of the Boise Meridian, records of Nez Perce County, Idaho, more particularly described as follows:

Commencing at an iron pin marking the South Quarter corner of said section 31; thence North 25°55'43" West, a distance of 2,996.98 feet to a point on the Northern right of way line of the County road known locally as the 'Old Winchester Grade', said point being The TRUE POINT OF BEGINNING; thence North 44°15'05" West, a distance of 88.05 feet; thence South 79°42'49" West 275.13 feet; thence South 20°44' West 60 feet to a point on said Northern right of way line; thence along said right of way line North 69°16' West 12.00 feet to the beginning of a curve to the left, having a central angle of 60°12' and a radius of 176.24 feet; thence Southwesterly along said curve a distance of 185.17 feet to end of curve; thence South 50°32' West a distance of 203.8 feet to the beginning of a curve to the right, having a central angle of 107°50' and a radius of 205.73 feet; thence Northwesterly along said curve a distance of 387.19 feet to end of curve; thence North 21°38' West a distance of 170.2 feet to the beginning of a curve to the right, having a central angle of 15°18' and a radius of 921.93 feet; thence Northwesterly along said curve a distance of 246.19 feet to the end of curve; thence North 6°20' West 140.4 feet to the beginning of a curve to the left, having a central angle of 125°54' and a radius of 176.3 feet; thence Northwesterly along said curve a distance of 387.4 feet to end of curve; thence South 47°46' West a distance of 109.18 feet, more or less, to the West line of said Section 31; thence leaving said right of way line North 0°30'30" East, along said West line of Section 31, a distance of 541.10 feet to an iron pin in a fence corner; thence along a fence line: South 82°36'37" East 228.43 feet; thence South 79°21'10" East 115.28 feet; thence South 10°07' East 182.30 feet; thence South 22°50'51" East 193.13 feet; thence South 16°30'03" East 150.94 feet to an iron pin; thence North 60°54' East 157.44 feet to an iron pin; thence continuing along said fence line: North 22°50'19 West 71.08 feet; thence North 30°07'20" West 144.67 feet; thence North 9°08' East 158.55 feet; thence North 24°14' East 99.10 feet; thence North 43°49'11" East 99.89 feet; thence South 74°21'03 East 169.57 feet; thence South 53°41'17" East 340.69 feet; thence South 8°16'16" West 301.62 feet to an iron pin; thence leaving said fence line South 43°32'15" East 407.24 feet to an iron pin; thence South 44°15'08" East a distance of 270.31 feet to the Northern right of way line of said 'Old Winchester Grade', and the True Point of Beginning.

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EXCEPT any portion lying within the South Half of said Section 31.

Slawson, Jill M and/or Randall D

36571 Winchester Grade, Parcel # RP35N02W311012A

Un-named Rock Creek Tributary, Seasonal; 85-11808

Spring fed pond; 85-7567

Domestic Water; 85-11022

Winchester Grade

© 2015 Google

Google earth

Google earth

feet 3000
km 1





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 26, 2015

RANDALL D SLAWSON
JILL M SLAWSON
36571 WINCHESTER GRADE
CULDESAC ID 83524

Re: Change of Ownership for Water Right/Permit No(s): 85-7567, 85-11022 and 85-11808

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

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 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 § 42-222 and §42-223, Idaho.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

Thank you for your patience. If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

7/14/2015 @ 0815

ATTN:

JEAN HERSLEY

PH# 208-287-4942

THE FOLLOWING "6" PAGES (7 TOTAL W/COVER LETTER) ARE
AS REQUESTED - "WARRANTY DEED" FOR WATER RIGHTS
TRANSFER OF 85-7567, 85-11022 AND 85-11808. TO
RANDALL D. AND JILL M SLAWSON

PLEASE EMAIL IF MORE INFO IS NEEDED.

RANDY SLAWSON
RDSLAWSON@EXEDE.NET