

RECEIVED

APR 27 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-21978	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<i>split into</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-21978	Yes ☐	Yes ☐		Yes ☐	Yes ☐
37-22978	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Hidden Paradise Ranch Owners Assn

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): SMOKEY DOME LLC C/O GREGORY VIK

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

PO Box 1607

Bellevue

WA

98009

Mailing address

City

State

ZIP

(425) 460-2542

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. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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 # 37-21978

- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.

- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: (X) [Signature] (X) President (X) 4/17/15

Signature of new owner/claimant

Title, if applicable

Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only: DM8.31.20155034985\$75-Received by DMDate 4-27-2015Receipt No. 5034723Receipt Amt. \$25-Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9 _____

Approved by _____

Processed by _____

Date _____

C040074
 Recording requested by
 And when recorded return
 To: James P. Speck, 120
 East Avenue, P.O. Box 987
 Ketchum, Idaho 83340

Recorded at the Request of
Camas County Title
 at 3:55 PM
 on July 4, 2005
 in Book 312 Page 178
 of Deeds
 ROLLIN BENNETT
 CAMAS COUNTY RECORDER
 By Rollin Bennett
 Fees \$ 18.00
 78435

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED and as part of and I.R.C. 1031 tax-deferred exchange, CAMAS PROPERTIES, INC. an Idaho corporation (hereinafter the "GRANTOR"), hereby grants, bargains, sells, conveys and confirms unto SMOKEY DOME LLC, a Washington limited liability company, whose mailing address is c/o Charles E. Hill, P.O. Box 1607, Bellevue, WA, 98009 (hereinafter the "GRANTEE"), its successors and assigns forever, the parcels of land situated in the County of Camas, State of Idaho, more particularly described as on Exhibit "1" attached hereto and hereby incorporated herein (hereinafter the "Property"):

TOGETHER WITH all and singular the improvements, tenements, hereditaments, easements, covenants and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and

TOGETHER WITH all water rights and other entitlements to receive water for beneficial use on the Property, including without limitation, all rights represented by any contract decree, license, permit, permit application, claim or storage entitlement, and those water rights identified in the records of the Idaho Department of Water Resources ("IDWR") as set forth in Exhibit "2" attached hereto and incorporated herein, and all ditches, ditch rights, easements and rights-of-way associated with the delivery of such water rights; and

SUBJECT TO the Exceptions to Title described on Exhibit "3" attached hereto, and by this reference made a part hereof.

Subject to those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by the GRANTEE, the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Property, and GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of the Property in fee simple and has the right and authority to convey the same to GRANTEE, and it will defend the same from all lawful claims whatsoever.

Warranty Deed, page 1

IN WITNESS WHEREOF, this WARRANTY DEED has been duly executed by
and on behalf of GRANTOR by all of its members, effective the 29 day of
April, 2005.

GRANTOR

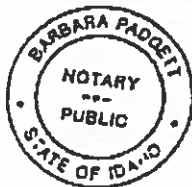
CAMAS PROPERTIES, INC., an Idaho corporation

William N. Carter
By: William N. Carter
Its: President

STATE OF IDAHO)
County of Ada) ss

On this 29 day of April, 2005, before me, a Notary Public, personally appeared
William N. Carter, known or identified to me (or proved to me on oath of
) to be the president, or vice-president, or secretary or
assistant secretary, of CAMAS PROPERTIES, INC., an Idaho corporation, the corporation that
executed the instrument or the person who executed the instrument on behalf of said corporation,
and acknowledged to me that such corporation executed the same.

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



Barbara Padgett
NOTARY PUBLIC FOR IDAHO
Residing at Bonanza
My Commission Expires 11/16/06

Warranty Deed, page 2

EXHIBIT "1" TO WARRANTY DEED

LEGAL DESCRIPTION

A parcel of land situated in Sections 14 and 23, Township 1 North, Range 12, East of the Boise Meridian, Camas County, Idaho, more particularly described as follows:

COMMENCING at a point South 09°54'21" East 4,262.79 feet from the North quarter corner of Section 14, being the TRUE POINT OF BEGINNING;
THENCE North 05°32'47" East 267.86 feet;
THENCE North 33°44'28" East 98.16 feet;
THENCE North 10°53'13" East 703.46 feet;
THENCE North 08°28'35" West 109.91 feet;
THENCE North 18°47'56" East 383.81 feet;
THENCE North 22°46'03" East 208.51 feet;
THENCE North 13°40'41" East 220.82 feet;
THENCE South 87°59'19" East 229.48 feet;
THENCE South 45°22'52" East 79.34 feet;
THENCE South 28°03'44" East 663.81 feet;
THENCE South 06°59'32" West 219.37 feet;
THENCE South 33°07'32" East 112.29 feet;
THENCE South 17°04'39" West 795.85 feet;
THENCE South 13°27'44" West 324.40 feet;
THENCE South 32°11'53" East 207.85 feet;
THENCE South 38°58'17" West 942.18 feet;
THENCE South 19°36'22" East 241.07 feet;
THENCE South 61°29'58" West 173.58 feet;
THENCE South 08°11'28" West 104.11 feet;
THENCE South 82°16'18" West 140.89 feet;
THENCE South 14°35'31" West 28.25 feet;
THENCE North 70°00'41" West 83.54 feet;
THENCE South 19°55'28" West 124.11 feet;
THENCE South 66°52'07" West 415.06 feet;
THENCE North 79°18'18" West 662.58 feet;
THENCE North 00°24'59" East 1,145.81 feet;
THENCE North 10°18'44" East 245.13 feet;
THENCE North 01°22'37" East 173.44 feet;
THENCE North 85°51'54" West 150.84 feet;
THENCE North 08°41'21" East 144.38 feet;
THENCE North 81°48'14" East 78.13 feet;
THENCE North 48°18'48" East 43.45 feet;
THENCE North 07°08'35" West 59.94 feet;
THENCE North 75°44'59" East 22.77 feet;
THENCE North 38°49'11" East 20.50 feet;
THENCE North 00°32'50" East 18.88 feet;
THENCE North 13°28'40" West 40.76 feet;
THENCE North 89°18'51" East 44.33 feet;
THENCE North 00°38'50" West 68.07 feet;
THENCE North 88°40'07" East 82.25 feet;
THENCE South 00°05'29" West 68.93 feet;
THENCE South 89°59'24" East 19.18 feet;
THENCE South 01°08'39" East 74.27 feet;

Warranty Deed, page 3

THENCE South 73°11'21" East 23.36 feet;
THENCE South 00°13'50" East 118.25 feet;
THENCE South 53°12'36" East 83.28 feet;
THENCE South 22°49'39" East 32.76 feet;
THENCE South 41°44'53" East 47.34 feet;
THENCE South 30°11'24" East 102.04 feet;
THENCE North 57°51'51" East 151.10 feet;
THENCE South 40°06'08" East 82.38 feet;
THENCE South 43°57'44" East 58.04 feet;
THENCE South 09°17'33" East 47.12 feet;
THENCE North 72°40'16" East 143.84 feet;
THENCE North 16°40'08" West 58.25 feet;
THENCE North 10°22'08" East 105.73 feet;
THENCE North 79°23'03" East 34.73 feet;
THENCE North 03°26'34" West 137.35 feet to the TRUE POINT OF BEGINNING.

EXCEPTING that portion of the East one-half of the East one-half of the Northwest Quarter of Section 23, lying West of the existing County Road which runs Northerly and Southerly.

Warranty Deed, page 4

EXHIBIT "2" TO WARRANTY DEED
IDWR WATER RIGHTS

37-8608
37-8809
37-8610
37-2227
37-19832

Warranty Deed, page 6

EXHIBIT "3" TO WARRANTY DEED

EXCEPTIONS TO TITLE

1. General Taxes for 2005 are an accruing lien, not yet due or payable.
2. Terms and conditions of Multiple Ditch Right of Way as set out in Decree recorded April 30, 1937 Book 1 of Orders and Decrees, page 435.
3. Terms and conditions of Multiple Ditch Right of Way as set out in Decree recorded June 7, 1951 Book 3 of Miscellaneous page 74.
4. EASEMENT, and the Terms and Conditions thereof:
In Favor of Prairie Power Cooperative, a cooperative Corporation
Recorded April 18, 1994
Instrument No. 60291
5. Covenants, Conditions and Restrictions, (deleting therefrom any preference indicating limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin which would violate 42 USC 3604(c))
Recorded: March 11, 1994
Instrument No: 68358

AMENDMENT to Covenants, Conditions and Restrictions recorded July 7, 1994
as Instrument No. 69619.

AMENDMENT to Covenants, Conditions and Restrictions recorded June 29,
1995 as Instrument No. 69258.

AMENDMENT to Covenants, Conditions and Restrictions recorded October 18,
1995 as Instrument No. 69541.

AMENDMENT to Covenants, Conditions and Restrictions recorded September 2,
2003 as Instrument No. 75396.
6. Grant of Underground Electric Power Line Easement and Agreement to Make Available Electric Power made by SMR Development, L.C., an Idaho Limited Liability Company and Camas Properties, Inc., an Idaho Corporation, dated October 31, 1994, recorded November 10, 1994 as Instrument No. 68904 in Book 5 of Miscellaneous at Page 422.
7. Terms, conditions, restrictions, easements, and reservations of Document recorded December 8, 1995 in Book 5 of Miscellaneous, page 594 as Instrument No. 69644 and re recorded December 11, 1995 in Book 5 of Miscellaneous at page 604 as Instrument No. 69651.

Warranty Deed, page 6

0040073
 RECORDING REQUESTED BY AND
 WHEN RECORDED, MAIL TO:

James P. Speck, Esq.
 SPECK & AANESTAD
 A Professional Corporation
 Post Office Box 887
 Ketchum, Idaho 83340

78436
 Recorded at the Request of
CAMAS TITLE
 at 4:00 P. M.
5-4 2005
 In Book 55 Page 184
 of NEED
 ROLLIE BENNETT
 CAMAS COUNTY RECORDER
 By [Signature]
 Fees \$ 51.00

(Space above line for Recorder's use)

WARRANTY DEED

FOR VALUABLE CONSIDERATION RECEIVED, SMR DEVELOPMENT, L.C., an Idaho limited liability company (hereinafter the "GRANTOR"), hereby grants, bargains, sells, conveys and confirms unto SMOKEY DOME LLC, a Washington limited liability company, whose mailing address is c/o Charles E. Hill, P.O. Box 1607, Bellevue, WA, 98008 (hereinafter the "GRANTEE"), its successors and assigns forever, the parcel of land situated in the County of Camas, State of Idaho, more particularly described as on Exhibit "1" attached hereto and hereby incorporated herein (hereinafter the "Property"):

TOGETHER WITH all and singular the improvements, tenements, hereditaments, easements, covenants and appurtenances therunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and

TOGETHER WITH all water rights and other entitlements to receive water for beneficial use on the real property purchased hereunder including, without limitation, all rights represented by any contract, decree, license, permit, permit application, claim or storage entitlement, and those water rights identified in the records of the Idaho Department of Water Resources ("IDWR") as set forth in Exhibit "2" attached hereto and hereby incorporated herein, all ditches, ditch rights, easements and rights-of-way associated with the delivery of such water rights, and

TOGETHER WITH any and all rights GRANTOR has to amend the Master Declaration of Easements, Covenants and Servitudes for Hidden Paradise Ranch, and amendments thereto, exception 6 of the Exceptions to Title, and all rights GRANTOR has, if any, as the Grantor of the Declaration of Easements, Covenants and Servitudes for Fairway Estates Subdivision and amendments thereto, as recorded in the records of Camas County, Idaho, exception 8 of the Exceptions to Title, and all rights, if any, it has as the Grantor of the Declaration of Easements, Covenants and Servitudes for Homestead Subdivision as recorded in the records of Camas County, Idaho, exception 14 of the Exceptions to Title, AND

Page 1

WARRANTY DEED

SUBJECT TO the Exceptions to Title described on Exhibit "3" attached hereto, and by this reference made a part hereof,

Subject to those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by the GRANTEE, the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Property, and GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of the Property in fee simple and has the right and authority to convey the same to GRANTEE, and it will defend the same from all lawful claims whatsoever.

The current address of the GRANTEE is: c/o Charles E. Hill, P.O. Box 1807, Bellevue, WA, 98009

IN WITNESS WHEREOF, this WARRANTY DEED has been duly executed by and on behalf of GRANTOR by all of its members, effective the 4th day of May, 2004.

GRANTOR

SMR DEVELOPMENT, L.C.

by William N. Carter
William N. Carter, Member

by William F. Martin
William F. Martin, Member

by Robert J. Duncan
Robert J. Duncan, Member

by William H. Hall, Jr.
William H. Hall, Jr., Member

FLAT WILLOW CREEK, LLC
Member

by Clayton Patton
Clayton Patton, Member

AGENBROAD FAMILY REVOCABLE TRUST-1993
Member

by Jeffrey C. Agnibroad
Jeffrey C. Agnibroad, Trustee

WANDA L. GROOT TRUST
Member

by _____
Wanda L. Groot, Trustee

EXHIBIT LIST
Exhibit "1" Legal Description
Exhibit "2" Water Rights
Exhibit "3" Exceptions to Title

STATE OF IDAHO)
)ss
County of Ada)

On this 9th day of SEPTEMBER, 2004, before the undersigned, M. NEAL NEWHOUSE, a Notary Public in and for the State of Idaho, personally appeared WILLIAM N. CARTER, WILLIAM F. MARTIN and WILLIAM H. HALL, JR., known or identified to me to be Members of the limited liability company that executed this instrument or the persons who executed this instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

M. Neal Newhouse
Notary Public for the State of Idaho
Residing at Boise, Idaho



2004 WARRANT DEED-100
8704

FLAT WILLOW CREEK, LLC
Member

by _____
Clayton Patton, Member

AGENBROAD FAMILY REVOCABLE TRUST-1993
Member

by _____
Jeffrey C. Agenbroad, Trustee

WANDA L. GROOT TRUST
Member

by Wanda L. Groot, Trustee
P. L. of Wanda L. Groot, Trustee

EXHIBIT LIST
Exhibit "1" Legal Description
Exhibit "2" Water Rights
Exhibit "3" Exceptions to Title

STATE OF IDAHO)
)ss
County of Ada)

On this _____ day of _____, 2004, before the undersigned, M. NEAL NEWHOUSE, a Notary Public in and for the State of Idaho, personally appeared WILLIAM N. CARTER, WILLIAM F. MARTIN and WILLIAM H. HALL, JR., known or identified to me to be Members of the limited liability company that executed this instrument or the persons who executed this instrument on behalf of said limited liability company, and acknowledged to me that such company executed the same.

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

Notary Public for the State of Idaho
Residing at Boise, Idaho

Page 3

OUR WARRANTY DOES NOT
EXTEND TO THIS

My Commission expires on August 30, 2005.

STATE OF IDAHO }
) ss
 County of Ada }

On this 2nd day of SEPTEMBER, 2004, before the undersigned, M. NEAL NEWHOUSE, a Notary Public in and for the State of Idaho, personally appeared ROBERT J. DUNCAN, known or identified to me to be A Member of the limited liability company that executed this instrument or the person who executed this instrument on behalf of said limited liability company, and acknowledged to me that such



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

M. Neal Newhouse
 Notary Public for the State of Idaho
 Residing at Boise, Idaho
 My Commission expires on August 30, 2005.

STATE OF IDAHO }
) ss
 County of Ada }

On this 9th day of SEPTEMBER, 2004,, before the undersigned, M. NEAL NEWHOUSE, a Notary Public in and for the State of Idaho, personally appeared Jeffrey C. Agenbroad, Trustee, of the AGENBROAD IRREVOCABLE FAMILY TRUST-1993, known or identified to me to be a Member of the limited liability company that executed this instrument or the person who executed this instrument on behalf of said trust as a member of said limited liability company, and acknowledged to me that such company executed the same.

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

M. Neal Newhouse
 Notary Public for the State of Idaho
 Residing at Boise, Idaho
 My Commission expires on August 30, 2005.



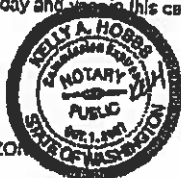
208-736-3737

STATE OF WASHINGTON)

County of Grant)ss
)

On this 7th day of September, 2004, before the undersigned, Kelly A. Hobbs, a Notary Public in and for the State of Washington, personally appeared Clayton Patton, Member of FLATWILLOW CREEK LLC, known or identified to me to be a Member of the limited liability company that executed this instrument or the person who executed this instrument on behalf of FLATWILLOW CREEK LLC as a member of said limited liability company, and acknowledged to me that such company executed the same.

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



Kelly A. Hobbs
Notary Public for the State of Washington
Residing at Quincy, WA
My Commission expires on Oct. 01, 2007

STATE OF ARIZONA

County of _____)

On this _____ day of _____, 2004, before the undersigned, _____, a Notary Public in and for the State of Arizona, personally appeared Wanda L. Groot, Trustee, of the WANDA L. GROOT TRUST, known or identified to me to be a Member of the limited liability company that executed this instrument or the person who executed this instrument on behalf of said trust as a member of said limited liability company, and acknowledged to me that such company executed the same.

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

Notary Public for the State of Arizona
Residing at _____
My Commission expires on _____

STATE OF WASHINGTON)

County of _____) ss

On this _____ day of _____, 2004, before the undersigned, appeared Clayton Patton, Member of FLATWILLOW CREEK LLC, known or identified to me to be a Member of the limited liability company that executed this instrument or the person who executed this instrument on behalf of FLATWILLOW CREEK LLC as a member of said limited liability company, and acknowledged to me that such company executed the same.

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

Notary Public for the State of Washington
Residing at _____
My Commission expires on _____

STATE OF ARIZONA) ss
County of Maricopa)

On this 2nd day of September, 2004, before the undersigned, appeared Anna C. Salazar, a Notary Public in and for the State of Arizona, personally appeared Wanda L. Groot, Trustee, of the WANDA L. GROOT TRUST, known or identified to me to be a Member of the limited liability company that executed this instrument or the person who executed this instrument on behalf of said trust as a member of said limited liability company, and acknowledged to me that such company executed the same.

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



Anna C. Salazar
Notary Public for the State of Arizona
Residing at Mesa, Arizona
My Commission expires on 4.22.2007

**EXHIBIT "1" TO WARRANTY DEED
LEGAL DESCRIPTION**

PARCEL NO. 1

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 11: SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM a tract of land more particularly described as follows:

BEGINNING at the Southwest corner of said Section 11;
THENCE North 88°37'37" East a distance of 1,315.83 feet to the Southwest corner of said Southeast Quarter of the Southwest Quarter;
THENCE North 8°28'12" West a distance of 650.86 feet along the Western boundary of said Southeast Quarter of the Southwest Quarter to the TRUE POINT OF BEGINNING;
THENCE North 0°24'12" West a distance of 650.86 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter;
THENCE North 89°38'54" East a distance of 2,638.89 feet along the Northern boundary of said Southeast Quarter of the Southwest Quarter and said Southwest Quarter of the Southeast Quarter to the Northeast corner of said Southwest Quarter of the Southeast Quarter;
THENCE South 0°34'43" East a distance of 1,315.37 feet to the Southeast corner of said Southwest Quarter of the Southeast Quarter;
THENCE South 89°34'53" West a distance of 716.83 feet along the Southern boundary of said Southwest Quarter of the Southeast Quarter;
THENCE North 82°58'44" West a distance of 880.80 feet;
THENCE North 86°08'29" West a distance of 732.59 feet;
THENCE North 84°33'38" West a distance of 183.88 feet;
THENCE North 17°58'28" West a distance of 146.19 feet;
THENCE North 38°27'20" West a distance of 12.88 feet;
THENCE South 88°38'27" West a distance of 128.88 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 13: NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM Fairway Estates Subdivision, as the same appears on the Official plat thereof recorded June 23, 1995 as Instrument No. 99247

ALSO EXCEPTING a parcel of land set forth in that certain Warranty Deed to Michael R. Carter, a single man and William N. Carter, a single man on January 31, 2000 as Instrument No. 73703, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 13;
THENCE South 89°40'47" East a distance of 2,597.85 feet to the Northeast corner of the Northwest Quarter of said Section 13;
THENCE South 88°14'08" West a distance of 1,502.84 feet;
THENCE South 27°00'00" West a distance of 1,010.91 feet;
THENCE South 28°18'59" West a distance of 183.15 feet;
THENCE South 41°18'58" West a distance of 210.48 feet;
THENCE South 51°33'28" West a distance of 182.58 feet;
THENCE South 49°08'33" West a distance of 248.56 feet;
THENCE North 79°36'12" West a distance of 126.42 feet;
THENCE North 27°22'21" West a distance of 151.45 feet;
THENCE North 48°00'26" West a distance of 148.89 feet to a point on the western boundary of said Northwest Quarter of Section 13;
THENCE North 40°00'25" West a distance of 55.58 feet;
THENCE South 78°27'41" West a distance of 32.25 feet;

THENCE South 32°27'19" West a distance of 120.00 feet;
 THENCE South 40°36'34" East a distance of 103.72 feet;
 THENCE South 23°47'35" West a distance of 179.42 feet;
 THENCE South 32°53'25" West a distance of 294.94 feet;
 THENCE South 21°28'38" West a distance of 294.71 feet;
 THENCE South 42°31'25" West a distance of 310.78 feet;
 THENCE North 24°21'58" West a distance of 903.81 feet;
 THENCE North 45°41'04" West a distance of 79.34 feet;
 THENCE North 88°17'27" West a distance of 229.46 feet;
 THENCE North 18°28'39" West a distance of 2,567.79 feet to a point on the southerly boundary of the
 Southwest Quarter of said Section 11;
 THENCE North 88°24'55" East a distance of 716.83 feet to the Southwest corner of the Southeast Quarter
 of the Southeast Quarter of said Section 11;
 THENCE North 0°27'52" West a distance of 1,316.67 feet to the Northwest corner of said Southeast
 Quarter of the Southeast Quarter;
 THENCE North 89°35'12" East a distance of 1,320.77 feet to the Northeast corner of said Southeast
 Quarter of the Southeast Quarter;
 THENCE South 0°35'23" East a distance of 1,314.41 feet to the Southeast corner of said Southeast
 Quarter of the Southeast Quarter and the TRUE POINT OF BEGINNING.

PARCEL NO. 3

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 14: ALL

EXCEPTING THEREFROM the following described tracts of land:

A parcel of land situated in Sections 14 and 23, Township 1 North, Range 13, East of the Boise Meridian, Camas County, Idaho, more particularly described as follows:

COMMENCING at a point South 88°54'21" East 4,252.79 feet from the North quarter corner of Section 14,
 being the TRUE POINT OF BEGINNING;
 THENCE North 65°32'47" East 207.65 feet;
 THENCE North 33°44'28" East 86.18 feet;
 THENCE North 10°58'13" East 703.46 feet;
 THENCE North 68°28'28" West 109.81 feet;
 THENCE North 16°47'38" East 363.81 feet;
 THENCE North 22°46'03" East 298.61 feet;
 THENCE North 13°40'41" East 220.82 feet;
 THENCE South 87°09'18" East 229.46 feet;
 THENCE South 45°22'32" East 79.34 feet;
 THENCE South 28°03'44" East 653.81 feet;
 THENCE South 05°39'32" West 219.87 feet;
 THENCE South 63°00'32" East 112.29 feet;
 THENCE South 17°04'39" West 793.80 feet;
 THENCE South 13°27'44" West 324.40 feet;
 THENCE South 32°11'33" East 207.86 feet;
 THENCE South 36°59'17" West 842.18 feet;
 THENCE South 19°36'22" East 241.07 feet;
 THENCE South 61°20'58" West 173.58 feet;
 THENCE South 08°11'28" West 104.11 feet;
 THENCE South 82°18'18" West 140.88 feet;
 THENCE South 14°39'31" West 29.25 feet;
 THENCE North 70°00'41" West 83.54 feet;
 THENCE South 19°59'28" West 124.11 feet;
 THENCE South 66°52'07" West 413.06 feet;
 THENCE North 73°18'16" West 362.88 feet;
 THENCE North 60°24'38" East 1,143.91 feet;
 THENCE North 10°18'44" East 245.13 feet

Page 7

0144 Township 1 North and
 Range 13 East

THENCE North 01°22'37" East 173.44 feet;
 THENCE North 85°51'54" West 180.84 feet;
 THENCE North 08°41'21" East 144.39 feet;
 THENCE North 81°48'44" East 79.13 feet;
 THENCE North 48°16'49" East 43.49 feet;
 THENCE North 07°08'35" West 89.94 feet;
 THENCE North 75°44'39" East 22.77 feet;
 THENCE North 34°48'11" East 20.50 feet;
 THENCE North 00°32'50" East 18.88 feet;
 THENCE North 13°28'40" West 40.76 feet;
 THENCE North 88°18'51" East 44.33 feet;
 THENCE North 00°34'50" West 88.07 feet;
 THENCE North 88°40'07" East 82.25 feet;
 THENCE South 00°05'29" West 88.93 feet;
 THENCE South 88°33'24" East 19.18 feet;
 THENCE South 01°08'35" East 74.27 feet;
 THENCE South 73°11'21" East 23.36 feet;
 THENCE South 00°12'50" East 118.25 feet;
 THENCE South 53°12'36" East 83.26 feet;
 THENCE South 22°40'38" East 32.78 feet;
 THENCE South 41°44'53" East 47.84 feet;
 THENCE South 30°11'24" East 182.34 feet;
 THENCE North 87°31'51" East 181.10 feet;
 THENCE South 40°08'08" East 92.58 feet;
 THENCE South 43°57'44" East 89.84 feet;
 THENCE South 08°17'33" East 47.12 feet;
 THENCE North 72°49'16" East 143.84 feet;
 THENCE North 10°40'08" West 89.25 feet;
 THENCE North 18°22'08" East 105.79 feet;
 THENCE North 78°23'03" East 34.73 feet;
 THENCE North 03°28'24" West 137.35 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING a parcel of land set forth in that certain Warranty Deed to Michael R. Carter, a single man and William N. Carter, a single man on January 31, 2000 as Instrument No. 73703, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 13;
 THENCE South 88°40'47" East a distance of 2,587.85 feet to the Northeast corner of the Northwest Quarter of said Section 13;
 THENCE South 88°14'06" West a distance of 1,302.94 feet;
 THENCE South 27°08'00" West a distance of 1,019.91 feet;
 THENCE South 28°18'58" West a distance of 193.15 feet;
 THENCE South 41°18'35" West a distance of 210.48 feet;
 THENCE South 51°35'28" West a distance of 192.68 feet;
 THENCE South 48°08'33" West a distance of 248.53 feet;
 THENCE North 73°56'12" West a distance of 128.42 feet;
 THENCE North 27°22'21" West a distance of 151.45 feet;
 THENCE North 40°00'25" West a distance of 145.99 feet to a point on the westerly boundary of said Northwest Quarter of Section 13;
 THENCE North 40°00'15" West a distance of 55.51 feet;
 THENCE South 78°27'41" West a distance of 53.26 feet;
 THENCE South 32°27'19" West a distance of 120.08 feet;
 THENCE South 40°36'34" East a distance of 103.72 feet;
 THENCE South 23°47'39" West a distance of 179.42 feet;
 THENCE South 32°53'25" West a distance of 284.34 feet;
 THENCE South 21°28'33" West a distance of 254.71 feet;
 THENCE South 42°31'25" West a distance of 310.78 feet;
 THENCE North 28°21'58" West a distance of 863.81 feet;
 THENCE North 45°41'04" West a distance of 70.34 feet;
 THENCE North 88°17'27" West a distance of 229.48 feet;

THENCE North 18°28'30" West a distance of 2,587.73 feet to a point on the southerly boundary of the Southwest Quarter of said Section 11;
 THENCE North 88°24'55" East a distance of 716.83 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 11;
 THENCE North 0°27'52" West a distance of 1,315.87 feet to the Northwest corner of said Southeast Quarter of the Southeast Quarter;
 THENCE North 88°28'12" East a distance of 1,320.77 feet to the Northeast corner of said Southeast Quarter of the Southeast Quarter;
 THENCE South 0°35'39" East a distance of 1,314.41 feet to the Southeast corner of said Southeast Quarter of the Southeast Quarter and the TRUE POINT OF BEGINNING.

ALSO EXCEPTING a parcel of land deeded to the Newhouse Family Investments Limited Partnership, an Idaho limited liability partnership, on January 4, 1998 as Instrument No. 88880, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest Quarter of Section 14;
 THENCE North 89°37'57" East a distance of 1,316.83 feet along the Northerly boundary of said Northwest Quarter to the Northwest corner of the Northeast Quarter of the Northwest Quarter and the TRUE POINT OF BEGINNING;
 THENCE North 89°37'57" East a distance of 987.82 feet along the northerly boundary of said Northwest Quarter;
 THENCE South 0°02'02" East a distance of 1,764.27 feet parallel with the Westerly boundary of the east half of said Northwest Quarter;
 THENCE South 89°37'57" West a distance of 987.82 feet to a point on the westerly boundary of the east half of said Northwest Quarter;
 THENCE North 0°02'02" West a distance of 1,764.27 feet along the westerly boundary of said East one half of the Northwest Quarter to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING the West one half of the West one half.

ALSO EXCEPTING Fairway Estates Subdivision as the same appears on the official plat thereof recorded June 23, 1995 as Recorder's Instrument No. 88247, records of Camas County, Idaho.

ALSO EXCEPTING Homestead Subdivision, Camas County, Idaho, according to the plat thereof, recorded October 15, 1986 as Instrument No. 70498 in the Office of the county recorder of said County.

PARCEL NO. 4

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 23: SEKNEXKNW½ EXCEPTING there from that portion lying West of the existing channel of the West Fork of Threemile Creek, ALSO EXCEPTING that portion lying East of the existing County Road which runs Northerly and Southerly.

ENKSEKNW½; ENKNEKSW½; NKNKSEMSW½ EXCEPTING THERE FROM that portion lying East of the existing County Road which runs Northerly and Southerly.

PARCEL NO. 5

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 23: WKNEM; NEMNEM; NWKSE½; NKNKSWKSE½ and that part of the SEKSW½ and the SWKSE½ lying South of the existing County Road which runs Westerly and Easterly.

EXCEPTING THEREFROM the following described tracts of land:

A parcel of land situated in Sections 14 and 23, Township 1 North, Range 13, East of the Boise Meridian, Camas County, Idaho, more particularly described as follows:

COMMENCING at a point South 09°54'21" East 4,282.79 feet from the North quarter corner of Section 14,
 being the TRUE POINT OF BEGINNING;
 THENCE North 65°32'47" East 287.68 feet;
 THENCE North 33°44'28" East 36.16 feet;
 THENCE North 10°55'13" East 703.46 feet;
 THENCE North 06°28'35" West 109.81 feet;
 THENCE North 18°47'58" East 383.81 feet;
 THENCE North 22°48'03" East 208.81 feet;
 THENCE North 13°40'41" East 228.82 feet;
 THENCE South 87°59'15" East 229.46 feet;
 THENCE South 45°27'52" East 79.34 feet;
 THENCE South 28°03'44" East 683.81 feet;
 THENCE South 06°50'32" West 219.37 feet;
 THENCE South 53°00'32" East 112.28 feet;
 THENCE South 17°04'38" West 795.86 feet;
 THENCE South 13°27'44" West 324.40 feet;
 THENCE South 32°11'33" East 207.83 feet;
 THENCE South 38°58'17" West 842.18 feet;
 THENCE South 19°36'22" East 241.07 feet;
 THENCE South 81°29'58" West 173.58 feet;
 THENCE South 68°11'28" West 104.11 feet;
 THENCE South 82°18'18" West 148.88 feet;
 THENCE South 14°35'21" West 28.28 feet;
 THENCE North 70°00'41" West 83.54 feet;
 THENCE South 19°58'28" West 124.11 feet;
 THENCE South 68°52'07" West 415.08 feet;
 THENCE North 79°18'18" West 682.56 feet;
 THENCE North 60°24'55" East 1,145.91 feet;
 THENCE North 10°18'44" East 245.13 feet;
 THENCE North 01°22'37" East 173.44 feet;
 THENCE North 85°51'54" West 130.84 feet;
 THENCE North 08°41'21" East 144.28 feet;
 THENCE North 81°48'14" East 78.13 feet;
 THENCE North 48°18'49" East 43.48 feet;
 THENCE North 07°08'35" West 88.94 feet;
 THENCE North 75°44'58" East 22.77 feet;
 THENCE North 28°49'11" East 20.50 feet;
 THENCE North 00°32'50" East 18.86 feet;
 THENCE North 13°28'40" West 48.76 feet;
 THENCE North 89°16'31" East 44.33 feet;
 THENCE North 00°38'50" West 68.07 feet;
 THENCE North 88°40'07" East 52.25 feet;
 THENCE South 00°05'28" West 68.33 feet;
 THENCE South 89°59'24" East 19.16 feet;
 THENCE South 01°09'28" East 74.27 feet;
 THENCE South 73°11'21" East 23.36 feet;
 THENCE South 00°13'50" East 118.25 feet;
 THENCE South 53°17'38" East 83.28 feet;
 THENCE South 22°48'38" East 32.76 feet;
 THENCE South 41°44'53" East 47.34 feet;
 THENCE South 38°11'24" East 102.04 feet;
 THENCE North 37°51'51" East 131.10 feet;
 THENCE South 40°08'08" East 52.38 feet;
 THENCE South 43°57'44" East 68.04 feet;
 THENCE South 03°17'33" East 47.12 feet;
 THENCE North 72°40'16" East 143.84 feet;
 THENCE North 16°40'06" West 53.36 feet;
 THENCE North 10°22'08" East 105.73 feet;
 THENCE North 79°23'03" East 34.73 feet;
 THENCE North 03°28'34" West 137.35 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 6

Township 1 North, Range 13 East, Boise Meridian, Camas County, Idaho

Section 24: NW1/4NW1/4

PARCEL NO. 7

Township 1 North, Range 13 East, Boise Meridian, Camas County, Idaho

Section 26: NW1/4 EXCEPTING THERE FROM that portion lying West of the existing County Road

AND

NW1/4 EXCEPTING THEREFROM that portion of the NE1/4NW1/4 lying North of the existing County Road which runs easterly and westerly.

PARCEL NO. 8

Lots 2, 14, 15, 16 and 17 in Block 2; Lots 1, 2, 3 and 5 in Block 3; Lots 1, 2 and 3 in Block 4 all of FAIRWAY ESTATES SUBDIVISION, as the same appears on the Official plat thereof recorded June 23, 1995 as Instrument No. 65247, records of Camas County, Idaho.

PARCEL NO. 9

Lots 1, 2, 4, 6, 8, 7 and 8 in Block 1; Lots 1, 2, and 4 in Block 2; Lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 in Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 4; Lot 2 in Block 5; Lots 1, 2, 3 and 4 in Block 6; Lots 1, 2, 3, 4, 5 and 6 in Block 7 all of HOMESTEAD SUBDIVISION, Camas County, Idaho, according to the plat thereof recorded October 15, 1996 as Instrument No. 70498 in the Office of the County Recorder of said County.

Parcel "A" of HOMESTEAD SUBDIVISION, Camas County, Idaho, according to the plat thereof recorded October 15, 1996 as Instrument No. 70498 in the Office of the County Recorder of said County.

The parcel of real property on which all roads and cut-de-sacs are located within the platted area of HOMESTEAD SUBDIVISION, Camas County, Idaho, according to the plat thereof recorded October 15, 1996 as Instrument No. 70498 in the Office of the County Recorder of said County.

The parcel of real property on which all roads and cut-de-sacs are located within the platted area of FAIRWAY ESTATES SUBDIVISION, Camas County, Idaho, according to the plat thereof recorded June 23, 1995 as Instrument No. 65247, records of Camas County, Idaho.

EXHIBIT "2" TO WARRANTY DEED

WATER RIGHTS

37-388B

37-409B

37-2076B

All that portion of 37-13366 appurtenant to the Property

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2013 Warranty Deed
08/08

EXHIBIT "3" TO WARRANTY DEED

EXCEPTIONS TO TITLE

1. General Taxes for 2005 are an accruing lien, not yet due or payable.
2. Terms and conditions of Multiple Ditch Right of Way as set out in Decree recorded Book 1 of Orders and Decrees, page 435. (As to Parcel 3)
3. Terms and conditions of Multiple Ditch Right of Way as set out in Decree recorded Book 3 of Miscellaneous page 74. (As to Parcel No. 3)
4. EASEMENT, and the Terms and Conditions thereof:
In Favor of Prairie Power Cooperative, a cooperative Corporation
Recorded April 18, 1984
Instrument No. 60291 (Affects All Parcels)
5. Road Easement dated July 14, 1987, recorded July 14, 1987 in Book 4 of Miscellaneous, page 726 as Instrument No. 63275. (Affects SE1/4, Section 23, T1N, R13E of Parcel No. 5)
6. Covenants, Conditions and Restrictions, (deleting there from any preference indicating limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin which would violate 42 USC 3604(c))
Recorded: March 11, 1994
Instrument No: 68356

AMENDMENT to Covenants, Conditions and Restrictions recorded July 7, 1994 as Instrument No. 68619.

AMENDMENT to Covenants, Conditions and Restrictions recorded June 29, 1995 as Instrument No. 69258.

AMENDMENT to Covenants, Conditions and Restrictions recorded October 18, 1995 as Instrument No. 69541.

AMENDMENT to Covenants, Conditions and Restrictions recorded September 2, 2003 as Instrument No. 76398.
7. Conditions and Restrictions contained in deed from VM Diamond Ranch, L.L.C., an Idaho limited liability company to SMR Development, L.C., an Idaho limited liability company recorded May 27, 1994 as Instrument No. 68531 (deleting there from any preference indicating limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin which would violate 42 USC 3604(c)). (As to Parcel No. 4)
8. Covenants, Conditions and Restrictions, (deleting there from any preference indicating limitation or discrimination based on race, color, religion, sex, handicap,

familial status or national origin which would violate 42 USC 3604(c)) recorded: June 27, 1995 as Instrument No: 69252 (As to Parcel No. 8)

AMENDMENT to Covenants, Conditions and Restrictions recorded July 24, 1995 as Instrument No. 69310.

9. All matters, covenants, conditions, restrictions, easements and any rights, interests of claims which may exist by reason thereof disclosed by the recorded plat of said Fairway Estates Subdivision recorded June 23, 1995 as Instrument No. 69247, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42-USC 3604(c). (As to Parcel No. 8)
10. Sanitary Restrictions recorded June 23, 1995 as Instrument No. 69247 (As to Parcel No. 8).
11. Terms, conditions, restrictions, easements, and reservations of Document recorded December 8, 1995 in Book 5 of Miscellaneous, page 694 as Instrument No. 69544 and re recorded December 11, 1995 in Book 5 of Miscellaneous at page 804 as Instrument No. 69551. (As to Parcel No. 1)
12. Terms, Conditions and Restrictions contained in Abandonment of Katzenmeyer Ditch Easement by and between VM Diamond Ranch, L.L.C. an Idaho limited liability company, its successors and assigns and SMR Development, L.C., an Idaho limited liability company and its successors and assigns, recorded October 8, 1996 as Instrument No. 70492 (deleting there from any preference indicating limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin which would violate 42 USC 3604(c)). (As to Parcel No. 1)
13. Terms, Conditions and Restrictions contained in Abandonment of Katzenmeyer Ditch Easement by and between SMR Development, L.C., an Idaho limited liability company and its successors and assigns and Newhouse Family Investments Limited Partnership, an Idaho limited partnership, M. Neal Newhouse, sole general partner, recorded October 8, 1996 as Instrument No. 70493 (deleting there from any preference indicating limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin which would violate 42 USC 3604(c)). (As to Parcel No. 1)
14. Easement, Covenants, Conditions and Servitudes for Homestead Subdivision, (deleting there from any preference indicating limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin which would violate 42 USC 3604(c)), recorded October 15, 1996, as Instrument No. 70499, records of Camas County, Idaho. (As to Parcel No. 9)
15. All matters, covenants, conditions, restrictions, easements, sanitary restrictions and any rights, interests of claims which may exist by reason thereof disclosed by the recorded plat of Homestead Subdivision recorded October 15, 1996 as Instrument No. 70498, said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap,

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Don't Worry! Double-Check
03/09

familial status, or national origin to the extent such covenants, conditions or restrictions violate 42-USC 3604(c). (As to Parcel No. 9)

16. An Easement for underground power line and the terms and provisions thereof, in favor of Idaho Power Company, a corporation recorded December 9, 1996, as Instrument No. 70602 (As to Parcel No. 1).

17. An Easement for Public Vehicular, Horse and Foot Access and the terms and provisions thereof, in favor of the United States of America recorded January 14, 1997, as Instrument No. 70697 (As to Parcel No. 1).

18. Pressurized Water Line Easement Agreement and the terms, conditions and provisions contained therein by and between Newhouse Family Investments Limited Partnership, an Idaho limited partnership and SMR Developments, L.C., an Idaho limited liability company, dated May 5, 2003, recorded June 3, 2003 as Instrument No. 76161 (As to Parcel No. 8).

19. Terms, conditions, restrictions, easements, and reservations in Easement for Water Pipeline, Construction, Repair and Maintenance by and between SMR Development, L.C., an Idaho limited liability company and its successors and assigns and Michael R. Carter, a single man, recorded December 8, 1995 in Book 5 of Miscellaneous, page 590 as Instrument No. 69643. (As to Parcel No. 3).

20. Any question that may arise due to shifting or change in the course of the Fork of Threemile Creek or due to the Fork of Threemile Creek having shifted or changed its course.

21. Rights of the future Homeowners Association. Affects Parcel "A" as shown on the plat of Homestead Subdivision recorded October 15, 1998 as Instrument No. 70498.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

September 17, 2015

SMOKEY DOME LLC
C/O GREGORY VIK
PO BOX 1607
BELLEVUE WA 98009

HIDDEN PARADISE RANCH HOMEOWNERS ASSN
PO BOX 279
FAIRFIELD ID 83327

Re: Change of Ownership/Split of Water Right 37-21978
Split into 37-21978 (Hidden Paradise Ranch Homeowners Assn) and
37-22978 (Smokey Dome LLC)

Dear Water Right Holder(s):

The Department acknowledges receipt of correspondence splitting ownership of the above referenced water rights. The Department has modified its records to reflect the 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 Sections 42-222 and 42-223, Idaho Code.

Also, 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,

A handwritten signature in cursive script, reading 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

Enclosure

Cc: Melanie Gonsales