

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 08 2014

Department of Water Resources
Eastern 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
75-14757 OK	Yes ☐		Yes ☐		Yes ☐
75-14761 OK	Yes ☐		Yes ☐		Yes ☐
75-14765 OK	Yes ☐		Yes ☐		Yes ☐
75-14753 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Charles Lynn Thomas

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Michael Phillips + Jamie Bockelman

Name of each new owner as listed on the conveyance document

New owner continued

Name connector ☐ and ☐ or ☐ and/or

20 Havens Ln

Mailing address

Salmon

ID

83467

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: June 6, 2012

6. 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. (Recorded Deed)
- 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.

7. Signature: Michael Phillips

Signature of new owner/claimant

Title, if applicable

Date

4/6/14

Signature: Jamie Bockelman

Signature of new owner/claimant

Title, if applicable

Date

4/16/2014

For IDWR Office Use Only:

Received by

Date

4/8/2014

Receipt No.

E039703

Receipt Amt.

\$100. -

Approved by

Processed by

Date

4/22/2014

SUPPORT DATA

LEGAL DESCRIPTION

FOR

THOMAS RANCH



Parcel 4-A

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4), the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4) and Government Lots 7 of Section 18, Township 22 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of the NE1/4SW1/4, from which the West Quarter corner of Section 18 bears South 89° 53' 00" West;
Thence North 00° 04' 15" West 277.15 feet along the west boundary line of said SE1/4NW1/4 to a 5/8" rebar and cap labeled "A.L.S., PLS 9163";
Thence North 89° 53' 00" East 1027.33 feet to a 5/8" rebar and cap at the east right of way line of Diamond Creek Road, the Point of Beginning;
Thence along said east right of way line the following eight (8) courses:

Thence North 07° 35' 59" East 116.13 feet;

Thence North 04° 44' 27" East 56.44 feet;

Thence North 03° 53' 29" West 83.03 feet;

Thence North 15° 43' 22" West 65.00 feet;

Thence North 19° 19' 22" West 33.79 feet;

Thence North 26° 43' 39" West 52.91 feet;

Thence North 27° 17' 19" West 47.69 feet;

Thence North 30° 55' 31" West 51.41 feet to a 5/8" rebar and cap;

Thence North 89° 53' 00" East 2127.11 feet, more or less, to the westerly bank of the Salmon River;

Thence along said westerly bank the following eight (8) courses:

Thence South 50° 15' 00" East 140.45 feet;

Thence South 75° 39' 00" East 165.00 feet;

Thence South 32° 06' 00" East 68.00 feet;

Thence South 16° 03' 00" East 78.00 feet;

Thence South 23° 37' 00" East 73.00 feet;

Thence South 29° 59' 00" East 77.00 feet;

Thence South 57° 01' 00" East 117.00 feet;

Thence South 07° 14' 00" West 21.20 feet;

Thence South 89° 53' 00" West 2529.36 feet to the Point of Beginning.

Containing approximately 25.9 acres.

Parcel 4-B

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section 18, Township 22 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of the NE1/4SW1/4, from which the West Quarter corner of Section 18 bears South 89° 53' 00" West;
Thence North 00° 04' 15" West 277.15 feet along the west boundary line of said SE1/4NW1/4 to a 5/8" rebar and cap labeled "A.L.S., PLS 9163", the Point of Beginning.
Thence North 00° 04' 15" West 482.57 feet along said west boundary line to a 5/8" rebar and

Thence North 19° 19' 22" West 33.79 feet;
Thence North 26° 43' 39" West 52.91 feet;
Thence North 27° 17' 19" West 47.69 feet;
Thence North 30° 55' 31" West 51.41 feet to a 5/8" rebar and cap;
Thence North 89° 53' 00" East 2127.11 feet, more or less, to the westerly bank of the Salmon River;

Thence along said westerly bank the following eight (8) courses:

Thence South 50° 15' 00" East 140.45 feet;
Thence South 75° 39' 00" East 165.00 feet;
Thence South 32° 06' 00" East 68.00 feet;
Thence South 16° 03' 00" East 78.00 feet;
Thence South 23° 37' 00" East 73.00 feet;
Thence South 29° 59' 00" East 77.00 feet;
Thence South 57° 01' 00" East 117.00 feet;
Thence South 07° 14' 00" West 21.20 feet;
Thence South 89° 53' 00" West 2529.36 feet to the Point of Beginning.

Containing approximately 25.9 acres.

Parcel 4-B

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section 18, Township 22 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, and more particularly described as follows:

Commencing at the Northwest corner of the NE1/4SW1/4, from which the West Quarter corner of Section 18 bears South 89° 53' 00" West;
Thence North 00° 04' 15" West 277.15 feet along the west boundary line of said SE1/4NW1/4 to a 5/8" rebar and cap labeled "A.L.S., PLS 9163", the Point of Beginning.

Thence North 00° 04' 15" West 482.57 feet along said west boundary line to a 5/8" rebar and cap;

Thence North 89° 53' 00" East 883.22 feet to a 5/8" rebar and cap at the west right of way line of Diamond Creek Road;

Thence along said west right of way line the following eight (8) courses:

Thence South 30° 55' 31" East 79.64 feet;
Thence South 27° 17' 19" East 45.86 feet;
Thence South 26° 43' 39" East 49.43 feet;
Thence South 19° 19' 22" East 28.98 feet;
Thence South 15° 43' 22" East 58.25 feet;
Thence South 03° 53' 29" East 74.08 feet;
Thence South 04° 44' 27" West 51.42 feet;
Thence South 07° 35' 59" West 121.65 feet to a 5/8" rebar and cap;

Thence South 89° 53' 00" West 976.87 feet to the Point of Beginning.

Containing approximately 10.73 acres.

THOMAS ESTATE DESCRIPTION - LYNN THOMAS
EXHIBIT "A"

Warranty Deed

For Value Received **CHARLES LYNN THOMAS**, a married man dealing with his sole and separate property.

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

MICHAEL W. PHILLIPS AND JAMIE L. BOCKELMAN,
Both single persons,

whose current address is 20 Havens Lane, Salmon, Idaho 83467

the grantees, the following described premises, in Lemhi County Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO:

The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, reservation in Federal patents and State deeds, or other restrictions imposed by law, building and zoning regulations and ordinances of any governmental unit, whether of sight or of record.

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

Dated: June 6, 2012

Charles Lynn Thomas
CHARLES LYNN THOMAS

Heather Thomas
HEATHER THOMAS



STATE OF Idaho, County of Lemhi --ss

On this

9 day of *July* 2012

Reserved for recording information

The above conveyance is made free and clear of all other encumbrances except: Rights-of-way and easements, reservation in Federal patents and State deeds, or other restrictions imposed by law, building and zoning regulations and ordinances of any governmental unit, whether of sight or of record.

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

Dated: June 6, 2012

Charles Lynn Thomas
CHARLES LYNN THOMAS

Heather Thomas
HEATHER THOMAS



STATE OF Idaho, County of Lemhi --ss

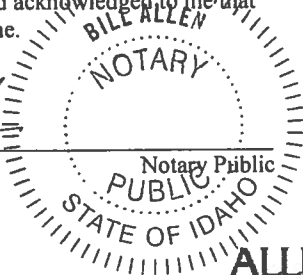
On this 06 day of July ~~June~~ 2012
before me, a notary public in and for said State, personally appeared

CHARLES LYNN THOMAS AND HEATHER THOMAS

Known or proved to me to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that
he/she/they has/have executed the same.

Bill Allen

Residing at Salmon / Idaho
Comm. Expires 2/19/2015



Reserved for recording information

Instrument # 291144 # Pages: 2
LEMHI COUNTY, Idaho
Aug 13, 2012 1:34:41 pm Fee: \$ 13.00
For: BILL ALLEN ESCROW
TERRI J. MORTON, Recorder
EDWARDS Denali

DEED OF TRUST

LEMHI COUNTY, Idaho

Aug 13, 2012 1:34:42 pm Fee: \$ 16.00

For: BILL ALLEN ESCROW

TERRI J. MORTON, Recorder

EDWARDS Denit

THIS DEED OF TRUST, Made this 6TH day of ~~June~~ ^{July} 2012

BETWEEN MICHAEL W. PHILLIPS AND JAMIE L. BOCKELMAN, both single persons, herein called GRANTOR, whose address is 20 Havens Lane, Salmon, Id 83467

The Alliance Title & Escrow Corp., herein called TRUSTEE, and CHARLES LYNN THOMAS AND HEATHER THOMAS, husband and wife,

herein called BENEFICIARY whose address is Box 215, Salmon ID 83467

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County ofLemhi..... State of Idaho, described as follows, and containing not more than eighty acres:

SEE EXHIBIT "A" ATTACHED HERETO:

TOGETHER WITH the rents, issues and profits thereof, SLIBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,
 For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 (\$160,000.00)

Dollars in lawful money of the United States of America, with the final payment due ~~June 6~~ ^{July} 2022

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.

A. To protect the security of this Deed of Trust, Grantor agrees:

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 therefore; 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.

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.

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 cost 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.

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 of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

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 of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act 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 may 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 judgment 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.

B. It is mutually agreed that:

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 all the same effect as above provided for disposition of proceeds of fire or other insurance.

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.

3. At any time or from time to time, without liability therefore 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.

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

estimated annual taxes, assessments and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default hereunder and for the payment by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of default.

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 of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act 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 may 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 judgment 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.

B. It is mutually agreed that:

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 all the same effect as above provided for disposition of proceeds of fire or other insurance.

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.

3. At any time or from time to time, without liability therefore 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.

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."

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 or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, 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.

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.

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 at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

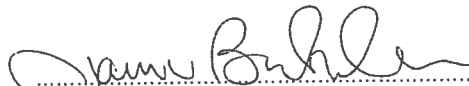
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof in this Deed, whenever the context so requires, the masculine gender includes the feminine and / or neuter, and the singular number includes the plural.

8. Trustee is not obliged 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.

9. 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 the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

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.


MICHAEL W. PHILLIPS


JAMIE L. BOCKELMAN

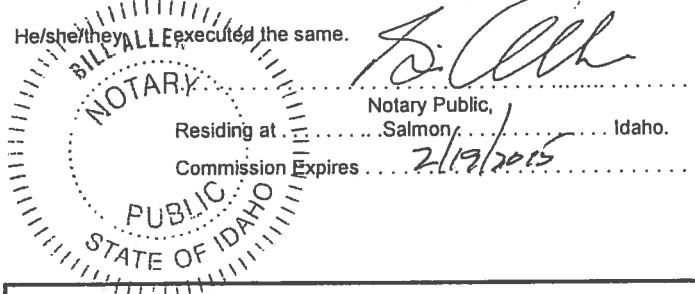
STATE OF IDAHO, COUNTY OF LEMHI--SS.

On this 26th day of JUNE . 2012
before me, a Notary Public in and for said State, personally appeared

MICHAEL W. PHILLIPS AND JAMIE L. BOCKELMAN

Known to me to be the person(s) whose name is/are
subscribed to the within instrument, and acknowledged to me that

He/she/they executed the same.



Reserved for recording information:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated 20



REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Idaho, 20

, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated....., 20.....

ALLIANCE

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

....., Idaho, 20

, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to:
.....
.....

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