

RECEIVED

DEC 13 2012

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

\$25 fee per permit

Received by HPReceipt amt. \$ 25.00Receipt no. CD96313Date 12-13-12

I, Robert W. Timmons, hereby assign to Robert W. Timmons or Barbara J. Senter
Current owner(s) New owner(s)
 of, See Attachment A.1 attached to the field report for the addresses and phone numbers of both owners.
New owner's address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s): 13-7135, 13-7156, 13-7577 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

NA, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

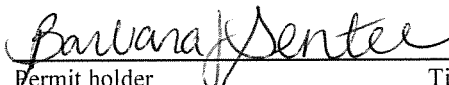
Point of diversion? ☒ Yes ☐ NoPlace of use? ☒ Yes ☐ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

Dated this 10 day of December, 2012.

Permit holder

Title (if applicable)



Permit holder

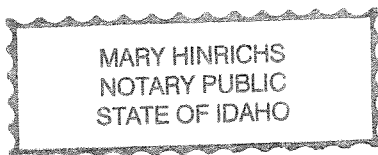
Title (if applicable)

State of Idaho)

County of Franklin)ss

On this 10th day of December, 2012, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: 6/16/2014

231558 1-3

Recorded at the request of
FIRST AMERICAN TITLE

____ a.m. OCT 06 2005 p.m. 3:10

WARRANTY DEED

FOR VALUE RECEIVED

V. ELLIOTT LARSEN, RECORDER
By Camille Larsen Deputy
FRANKLIN COUNTY, IDAHO

LOUIS K. CLAYTON and LORI CLAYTON, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

ROBERT W. TIMMONS and BARBARA J. TIMMONS, husband and wife,

whose current address is: Robert Timmons
11386 North Oneida Narrows Road
Thatcher, ID 83283

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

ALL OF GRANTORS' RIGHT, TITLE, AND INTEREST IN AND TO THE REAL
PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF BY REFERENCE

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

DATED this 5th day of October, 2005

LOUIS K. CLAYTON

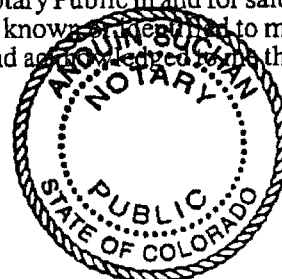
LORI CLAYTON

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On this 5th day of October, 2005, before me, a Notary Public in and for said State,
personally appeared LOUIS K. CLAYTON and LORI CLAYTON, known and acknowledged to me to be
the persons whose names are subscribed to the within instrument, and acknowledged to me that they
executed the same.

Celine C. Schen
NOTARY PUBLIC

Residing at: 511 S. IRANTON WAY, GRANWOOD VILL., CO 80111
My Commission Expires: April 1, 2009



My Commission Expires 04/01/2009

231558²³

EXHIBIT "A"

Commencing at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 7, Township 13 South, Range 41 East of the Boise Meridian, and running thence South 160 rods; thence West 106 rods, more or less, to the Oneida Narrows Reservoir; thence North 38°32' East 135.2 feet; thence North 66°58' East 209.9 feet; thence North 78°23' East 115.8 feet; thence North 58°34' East 150.8 feet; thence North 50°26' East 136.9 feet; thence North 51°13' East 238.5 feet; thence North 43°35' East 178.9 feet; thence North 35°46' East 273 feet; thence North 21°28' East 107.4 feet; thence North 45°19' East 130.1 feet; thence North 32°23' East 355.8 feet; thence North 54°58' East 88.3 feet; thence North 28°16' East 112.4 feet; thence North 36°15' West 243 feet; thence North 8°14' West 107.7 feet; thence North 24°52' East 101.5 feet; thence North 5°46' East 207.3 feet; thence North 23°6' East 210.3 feet; thence North 20°39' West 186.8 feet; thence North 6°32' East 99 feet; more or less, to the North line of the Southwest Quarter of the Northeast Quarter of said Section 7, thence East 21 rods, more or less, to the place of beginning.

TOGETHER WITH all appurtenant water rights, buildings, mineral rights, and other appurtenances.

EXCEPT:

- (1) Right, title and interest of the public in and to those portions of the above-described premises falling within the bounds of roads or highways.
- (2) Easements for roads, ditches, and transmission lines as the same now exists as disclosed by Warranty Deed No. 180550, recorded October 16, 1989.
- (3) Easement executed by CHARLES M. HOPKINS to UTAH POWER AND LIGHT COMPANY, recorded November 18, 1915, in Book 18 of Deeds, page 413 as disclosed by Warranty Deed No. 180550, recorded October 16, 1989.
- (4) Any claim arising from the difference in the mean high water line of the Oneida Narrows Reservoir River and the meander line as shown by the Original Government Survey.
- (5) Title to the State of Idaho to the bed of Oneida Narrows Reservoir, a navigable body of water, to the natural or ordinary high water mark for the use and benefit of the public.
- (6) Any claim that may arise that the waterfront boundary of said land has shifted because of alluvial action, erosion or change in the level of the waters of Oneida Narrows Reservoir.

ALSO EXCEPTING THEREFROM:

A parcel of land located in Section 7, Township 13 South, Range 41 East of the Boise Meridian, Franklin County, Idaho and further described as follows:

231558 3-3

Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 7, from which the Center East Sixteenth corner bears South $00^{\circ}00'10''$ East; thence South $00^{\circ}00'10''$ East 631.35 feet along the East line of the said Southwest Quarter of the Northeast Quarter; thence North $75^{\circ}19'34''$ West 163.66 feet to a 5/8" rebar with cap labeled "A.A. Hudson, PLS 4735"; thence North $39^{\circ}27'38''$ West 41.35 feet to a 5/8" rebar with cap; thence North $48^{\circ}02'34''$ West 72.85 feet to a 5/8" rebar with cap; thence North $76^{\circ}51'47''$ West 131.29 feet to a 5/8" rebar with cap set 25.00 feet easterly from the centerline of a private road; thence North $42^{\circ}08'08''$ East 71.40 feet along said road to the Point of Curvature of a 225.00 foot radius curve concave to the Northwest; thence Northeasterly along said curve through a central angle of $21^{\circ}36'25''$, a distance of 84.85 feet to a 5/8" rebar with cap set at the Point of Tangency (Chord = North $31^{\circ}19'56''$ East 84.35 feet); thence North $20^{\circ}31'46''$ East 120.81 feet to the Point of Curvature of a 267.78 foot radius curve concave to the Northwest; thence along said curve through a central angle of $51^{\circ}56'46''$, a distance of 242.78 feet to the Point of Tangency (Chord = North $05^{\circ}26'38''$ West 234.55 feet); thence North $31^{\circ}25'01''$ West 9.07 feet to a 5/8" rebar with cap set on the North line of the Southwest Quarter of the Northeast Quarter of said Section 7; thence North $89^{\circ}59'21''$ East 259.45 feet to the True Point of Beginning.

COPY

FILED

12 JUL 24 PM 3:48

FRANKLIN COUNTY CLERK

Barbara Jann Timmons

Full Name of Party Filing Document

11386 N Oneida Narrows Rd

Mailing Address (Street or Post Office Box)

Thatcher, Idaho 83283

City, State and Zip Code

208-339-5832

Telephone

IN THE DISTRICT COURT FOR THE sixth JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF Franklin

Barbara Jann Timmons

Plaintiff,

vs.

Robert Wade Timmons

Defendant.

Case No. CV-12-326

DECREE OF DIVORCE

This matter came before the court on the 24 day of July, 2012.

It appears from the records and files of this action that a Complaint was filed and served upon the Defendant.

☒ Twenty (20) days have passed; the Defendant is not in the armed services of the United States of America and is not a minor nor an incompetent. A Default has been entered.

or

☐ Defendant and Plaintiff have agreed and signed a written stipulation to the entry of this Decree.

It appears that the allegations of the Plaintiff's Complaint are sustained and the Plaintiff is and was a bona fide resident of the State of Idaho and has been a resident for more than six (6) weeks preceding the commencement of this action.

The parties are the parents of the following child/ren, who is/are under the age of 18 years, or 19 years and still pursuing a high school education:

<u>Name</u>	<u>Date of Birth</u>
Justin Everett	11/11/1994
Jessica Rose	5/12/2000

The court has jurisdiction to determine custody of the minor child/ren pursuant to the Uniform Child Custody Jurisdiction and Enforcement Act, Idaho Code Section 32-11-101, et seq. because Idaho was the home state of the minor child/ren on the date of filing the Complaint.

The court has jurisdiction to determine child support.

IT IS HEREBY ORDERED AND DECREED:

1. The bonds of matrimony now existing between the Plaintiff and the Defendant are dissolved on the grounds of irreconcilable differences, and the Plaintiff is awarded an absolute decree of divorce from the Defendant.

2. Custody.

A. Legal Custody of Minor Child(ren).

- ☒ Both parents are awarded joint legal custody of their child/ren. or
☐ (name) _____ is awarded sole legal custody of the child/ren.

B. Physical Custody of Minor Child(ren).

- ☒ Both parents are awarded joint physical custody of their child/ren
☐ on the terms and according to the Parenting Plan, which is attached as *Exhibit A*.

or

- ☐ as follows: _____

or

- ☐ (name) _____ is awarded sole physical custody of the child/ren. And

- ☐ (name) _____ shall have time with the child/ren as follows:

3. **Child Support.**

☐ Child support has already been set in Case No. _____, entered in _____ County, State of _____, on (month/day/year) _____ and ☐ shall continue according to that order (if checked, skip to section 9), or ☐ is modified and the order issued by this Court controls. and/or

☒ Child support shall be paid by (name) Robert Wade Timmons. The basic child support is (see child support worksheet) \$ 272. Child support payments shall begin on the first day of the month after the Decree of Divorce is signed and continue to be paid on the same day of each following month until the child/ren for whom support is being paid reach/es the age of eighteen (18). If a child for whom support is being paid continues his/her high school education after reaching the age of eighteen (18) years, child support payments shall continue until the child discontinues his/her high school education or reaches the age of nineteen (19) years, whichever is sooner. **Payment shall be made payable to the Department of Health and Welfare and sent to Idaho Child Support Receipting, P.O. Box 70008, Boise, ID 83707-0108.**

Notice

The court is required to order income withholding in all child support orders. Income withholding is enforced by a withholding order issued to the paying parent's employer without additional notice to the paying parent, according to Idaho Code Section 32-1204.

The support order can also be enforced by license suspension or the filing of a lien upon all real and personal property of the paying parent.

a. Multiple Children. (if applicable)

☒ The parents have more than one minor child. If this child support order has not been modified, when one child is no longer entitled to support, basic child support for the remaining child/ren shall continue in the amount of \$ 514 per month; when two children are no longer entitled to support, basic child support for the remaining child/ren shall continue in the amount of \$ n/a per month; when three children are no longer entitled to support, basic child support for the remaining child shall continue in the amount of \$ _____ per month.

b. Extended Visits. (if applicable)

☒ The child/ren live/s in the home of one parent at least 75% of the time. (If selected, check the boxes below that apply. Otherwise, go to the next section.)

n/a ☐ When the parent paying child support has physical custody of the child/ren for 14 or more overnights in a row, the amount of basic child support shall be reduced for that period of time. However, visitation of two overnights or less with the other parent shall not eliminate the reduction of basic child support during extended visits. The child support reduction for the period of the actual physical custody shall be ☐ 50% or ☐ (other percentage) _____% of the basic child support obligation. The reduction shall be subtracted from the child support payment due the month following the extended visit.

☐ If the parent paying child support has physical custody of some but not all of the children for a period of 14 overnights in a row, before a reduction is made, the basic child support obligation shall first be divided by the number of children under eighteen (18) years of age. The parent who pays child support can only claim a reduction for the child/ren in that parent's custody.

For Example—Parent has 3 of 4 children for 14 overnights. \$300/mo. basic support payment divided by 4 children = \$75 per child per month divided by 30 = \$2.50 per day per child x 14 = \$35.00 x 3 for 3 children = \$105.00. Reduction = 50% of \$105 or \$52.50.

c. Work-Related Childcare Expenses. (Basic child support does not include work-related childcare.)

☒ Basic child support does not include work-related childcare. The actual net out-of-pocket costs for work-related child care shall be paid _____% by Father and _____% by Mother. Payment shall be made directly to the child care provider by both parents according to arrangements made with the care provider if permitted by the care provider. Otherwise, if one parent pays the child care provider any portion of the other parent's share of costs, the non-paying parent shall reimburse the paying parent within 10 days after the paying parent provides a copy of the invoice and proof of payment.

d. Medical, Dental, and/or Optical Insurance.

☐ (name) _____ is/are currently providing health insurance for the minor child/ren and shall continue to do so, so long as it is reasonably available through that parent's employment. If such insurance becomes unavailable to the parent currently providing insurance, the parent first

reasonably able to obtain group health insurance through employment shall do so.
or

- ☒ Neither parent is currently providing health insurance for the child/ren. The parent first reasonably able to obtain group health insurance through employment shall do so.
- ☐ Any future health insurance premiums for the child/ren shall be prorated between the parents.
- ☐ The child/ren participate/s in the Children's Health Insurance Program (CHIP) of Medicaid. The parent first reasonably able to obtain group health insurance through employment shall do so.

Notice

Where medical insurance is provided, each parent shall be ordered to provide the other with all medical insurance information necessary to obtain health care and process insurance claims for the child/ren. Insurance proceeds shall be applied first to unpaid medical bills and then to reimburse the paying parent for any prepaid medical costs. Both parents shall be ordered to sign any needed document that provides continuing health care for the child/ren.

Failure to provide medical insurance coverage may result in the direct enforcement of a medical support order by either the obligee (party or parent other than the parent ordered to carry or provide a health benefit plan for the parties' minor child/ren) or the Department of Health and Welfare. A national medical support notice will be sent to your employer, requiring your employer to enroll the child in a health benefit plan as provided by Sections 32-1214A through 32-1214J, Idaho Code, and applicable rules of the department.

- e. **Health Care Costs.** The actual cost paid by either parent for health care expenses for the child/ren not paid in full by insurance, including, but not limited to, insurance premiums, orthodontic, optical and dental, shall be prorated between the parents. Father shall pay 50 % and Mother shall pay 50 %. Any health care for the child/ren (whether for psychiatric, psychological, special education, addiction treatment, or counseling in any form, and including regular medical or dental care), whether or not covered by insurance, that would result in an actual out-of-pocket expense of over \$500 to the parent who did not incur or consent to the expense, must be approved in advance, in writing, by both parents or by prior court order. (*Note: The court may consider whether consent for out-of-pocket expenses in excess of \$500 was unreasonably requested or withheld and order payment of the incurred expense in some percentage other than the Guidelines Income.*)

☒ The child support payment shall include an adjustment for each parent's share of health insurance costs. All other health care payments are in addition to the basic child support award and shall be promptly paid or reimbursed directly between the parents. or

☐ All health care payments shall be in addition to the basic child support award and shall be promptly paid or reimbursed directly between the parents.

f. Tax Benefits & Exemptions.

Note: The parent not receiving the exemption(s) shall sign the required Internal Revenue Service form(s) to release the claim to the exemption(s).

☒ The state and federal income tax dependency exemptions for the child/ren are assigned to _____ (mother or father) who has the greatest tax benefit calculated under the Idaho Child Support Guidelines (see tables in Section 8(c) of the Idaho Child Support Guidelines). The parent not receiving the exemption(s) is awarded a pro rata share of the value of income tax benefit in proportion to his/her guidelines income which is either a credit against or in addition to the basic child support obligation or

☐ The state and federal income tax dependency exemptions for the child/ren are assigned based on the parents' agreement as follows: _____

g. Summary of Basic Child Support and Adjustments:

Basic Child Support Amount

Pick one:

- ☐ Mother shall pay
☒ Father shall pay

\$ _____
\$ 272

Health Insurance Premiums

Monthly cost for children \$ unknown
Mother pays % 50
Father pays % 50

Costs shall be: (Pick one)

- ☐ paid directly between parents
☐ added to or subtracted from basic child support +/- \$ _____

Tax Benefits

- ☐ As agreed in paragraph 3(f) above or
☐ Mother or ☐ Father shall claim tax benefits
Mother's share % _____
Father's share % _____
Basic child support increased or decreased by +/- \$ _____

Total Basic Child Support Amount with adjustments \$ _____

Additional Costs

Work-related Daycare

Pay directly to the provider if permitted or reimbursements shall be made directly between parents.

Mother pays % _____

Father pays % _____

4. Separate Property. (Land and/or Personal Property)

- ☒ None.
☐ The separate property listed on the attached "Exhibit C" is confirmed as the Husband's separate property. Wife is ordered to return to Husband any such property in Wife's possession.
☐ The separate property listed on the attached "Exhibit D" is confirmed as the Wife's separate property. Husband is ordered to return to Wife any such property in Husband's possession.

5. Community Real Property.

- ☐ None.
☒ The Husband and Wife have a community interest in real property, located at 11386 N Oneida Narrows Rd in the City of Thatcher,
County of Franklin, State of Idaho, and described in the deed as follows: see attached legal description

The real property described above:

- ☒ shall be sold and the net proceeds divided 50 % to the Wife and 50 % to the Husband. or

☐ is awarded to the Wife, subject to any liens, and the Husband is ordered to convey his interest in the property to the Wife when she pays him \$_____ for his share of the equity in the property. or

☐ is awarded to the Husband, subject to any liens, and the Wife is ordered to convey her interest in the property to the Husband when he pays her \$_____ for her share of the equity in the property. or

☐ After all joint debts are paid equity will be divided equally

6. The **Community Personal Property** of the parties is divided and awarded as follows:

☐ No community personal property. or

☒ Each party is awarded the community personal property now in his or her possession.

☐ The property listed in the attached "Exhibit C" is awarded to the Husband as his sole and separate property.

☐ The property described in the attached "Exhibit D" is awarded to the Wife as her sole and separate property.

Each party is ordered to deliver to the other any of the community personal property currently in his/her possession that is awarded to the other party, and the parties shall execute and deliver any documents necessary to effectuate the property division.

7. **Debts.**

☐ No unpaid community debts. or

☐ The Husband is ordered to pay the following debts as or before they become due and hold the Wife harmless for any further liability concerning these debts: (list each creditor)
2010 Toyota corolla and 2012 Toyota tacoma Toyota Financial Co.

☐ The Wife is ordered to pay the following debts as or before they become due and hold the Husband harmless for any further liability concerning these debts: (list each creditor)

8. **Debts Incurred Since Separation.**

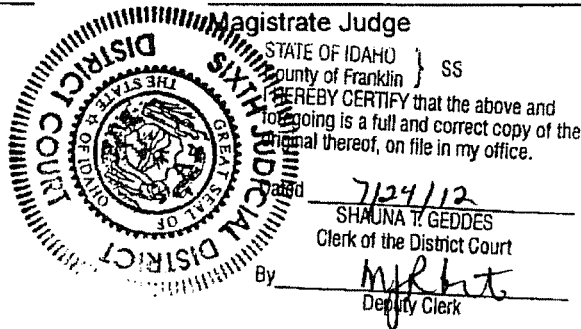
☒ Each party shall assume any debt incurred by that party since June 15th, the date of the parties' separation. Each party is ordered to pay those debts as or before they become due and to hold the other party harmless for any liability concerning those debts.

9. **Name Change.**

☒ Barbara Jann Timmons is restored to the former last name of Senter

Date: 7/24/12

ORIGINAL SIGNED BY
ERIC S. HUNN



CLERK'S CERTIFICATE OF SERVICE

I certify that a copy of this Order was served:

(Name)

(Street or Post Office Address)

(City, State, and Zip Code)

- ☐ By United States mail
☐ By personal delivery
☐ By fax (number) _____

(Name)

(Street or Post Office Address)

(City, State, and Zip Code)

- ☐ By United States mail
☐ By personal delivery
☐ By fax (number) _____

Date: _____

Deputy Clerk