

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
34-324 A	Yes ☐	564	Yes ☐	10108	Yes ☐
325 A	Yes ☐	565	Yes ☐	10109	Yes ☐
561	Yes ☐	693	Yes ☐	12403	Yes ☐
562	Yes ☐	694	Yes ☐		Yes ☐
563	Yes ☐	2310	Yes ☐		Yes ☐

2. Previous Owner's Name: Simmons Trust Partnership
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Dwight Simmons
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

5457 Fish Hatchery Rd.

Mailing address

Mackay Id 83251

City State ZIP

208-588-2237 simmons cd@hotmail.com

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: 6-7-2012

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.
- 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: Dwight Simmons Title, if applicable: _____ Date: OCT 16, 2012

Signature of new owner/claimant

Title, if applicable

Date

Signature: _____ Title, if applicable: _____ Date: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by: [Signature] Date: 10/17/2012 Receipt No. E038105 Receipt Amt. \$325.-

Approved by: [Signature] Processed by: [Signature] Date: 10/17/2012

QUITCLAIM DEED

245690
Custer County Reg. of
Kingst Law Chartered
Time: 2:48 PM Date: 6-7, 2012
Barbara C. Tierney, Clerk
Barbara C. Tierney \$13.00
Deputy

GRANTOR MARCIA M. DONNOT, of Mackay, County of Custer, State of Idaho, for a good and valuable consideration the receipt whereof is hereby acknowledged, does REMISE, RELEASE and forever QUITCLAIM, unto DWIGHT H. SIMMONS, GRANTEE, HC 26, Box 1552, Challis, Idaho 83226, and to Grantee's heirs and assigns, forever, all of her interest in the following described real estate, situate in County of Custer, State of Idaho, to-wit:

TOWNSHIP 8 NORTH, RANGE 22 EAST, B.M., CUSTER COUNTY, IDAHO:

Section 24: the South half of the Southwest Quarter (S1/2SW1/4)

Section 25: the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4)

the East half of the Northwest Quarter (E1/2NW1/4)

the West half of the Northeast Quarter (W1/2NE1/4)

together with their appurtenances.

TOWNSHIP 8 NORTH, RANGE 22 EAST, B.M., CUSTER COUNTY, IDAHO:

Section 23: S1/2SW1/4, SW1/4SE1/4

Section 26: NW1/4NW1/4

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

245690

IN WITNESS WHEREOF, the said GRANTOR has hereunto set her hand this 7 day
of June, 2012.

Marcia M. Donnot
Marcia M. Donnot

STATE OF IDAHO)
) ss:
COUNTY OF CUSTER)

On this 7th day of June, 2012, before me, the undersigned, a Notary Public
in and for said State, personally appeared MARCIA M. DONNOT, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.



James R. Bennett
Notary Public for Idaho
Residing at: Challis
My Commission Expires: 1-21-17

WARRANTY DEED

THIS INDENTURE, Made this 23 day of March, 1964 by and between AL WISEMAN and ANNA K. WISEMAN, husband and wife, of the County of Custer, State of Idaho, the parties of the first part, and HERBERT S. SIMMONS and FRIEDA C. SIMMONS, husband and wife, and THEODORE H. SIMMONS, and DELORES SIMMONS, husband and wife, of the County of Custer, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten and no/100ths DOLLARS lawful money of the United States of America, to them in hand paid by parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part and to their heirs and assigns forever, all the following described real estate, situate in the County of Custer, State of Idaho, to wit:

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$); the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$); in Section Twenty-five (25), Township Eight (8) North, Range Twenty-two (22), East, Boise Meridian; and the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-four (24), Township Eight (8) North, Range Twenty-two (22) East, Boise Meridian, less highway rights of way.

All water and water rights, and ditches and ditch rights, appurtenant thereto or used in connection therewith.

This deed is given subject to road rights of ways, easements, restrictive covenants and assessments presently of record.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, and their heirs and assigns against the said parties of the first part and their heirs and against all and every person and persons, whomsoever lawfully claiming or to claim the same, shall and will WARRANT and by these presents forever DEFEND.

In WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Al Wiseman (SEAL)

Anna K. Wiseman (SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 23 day of March, in the year 1964 before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared AL WISEMAN and ANNA K. WISEMAN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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 written.

Raymond B. Rodgers
Notary Public
Residing at Idaho Falls,
My Commission Expires 7-1, 1964

(Seal)

STATE OF IDAHO)
) ss.
County of Custer)

I hereby certify that this instrument was filed for record at the request of Custer County Title, Inc.

QUITCLAIM DEED

For Value Received we, Herbert S. Simmons and Frieda C. Simmons, husband and wife

do hereby convey, release, remise and forever quit claim unto

Theodore H. Simmons and Delores Simmons, husband and wife

the following described premises, to-wit:

Township 8 North, Range 22 East, B. M., Custer County, Idaho:

Section 24: the South half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$)

Section 25: the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$),
the East half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$),
the West half of the Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$).

together with their appurtenances.

Dated: 21 December, 1970

Herbert S. Simmons
Frieda C. Simmons

STATE OF IDAHO, COUNTY OF

On this 18th day of December, 1970,
before me, a notary public in and for said State, personally
appeared Herbert S. Simmons and Frieda
C. Simmons, husband and wife

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

John L. Lamm
Notary Public
Residing at Mackay, Idaho
Comm. Expires June 7, 1973

STATE OF IDAHO, COUNTY OF Custer

I hereby certify that this instrument was filed for record at
the request of Custer County Title, Inc.

at 30 minutes past 9:00 o'clock A.M.,
this 13th day of January,
1971, in my office, and duly recorded in Book
of Deeds at page Filed & Indexed.

Edna Mann
Ex-Officio Recorder

By Margaret Beaton Deputy.
Fees \$ 1.00
Mail to:

INSTRUMENT NO. 150360

TAX STATEMENTS TO:
Theodore & Delores Simmons
Meadow Mount Ranch
Mackay, Idaho 83251

QUITCLAIM DEED 140002

FOR VALUE RECEIVED, we, THEODORE H. SIMMONS and DELORES SIMMONS,
husband, and wife, do hereby convey, release, remise and forever quit claim
unto THEODORE H. SIMMONS and DELORES M. SIMMONS, Trustees, the following
described premises, to-wit:

Township 8 North, Range 22 East, B.M., Custer County, Idaho;

Section 24: the South half of the Southwest Quarter (S1/2SW1/4)

Section 25: the Northwest Quarter of the Northwest Quarter (E1/4NW1/4)
the East half of the Northwest Quarter (E1/4NW1/4)
the West half of the Northeast Quarter (W1/2E1/4)

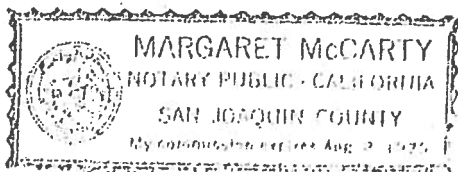
together with their appurtenances.

DATED: July 8, 1975

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

On this 8th day of July, 1975, before
me, a notary public in and for said
State, personally appeared THEODORE
H. SIMMONS and DELORES M. SIMMONS,
known to me to be the persons whose
names are subscribed to the within
instrument, and acknowledged to me
that they executed the same.

Margaret McCarty
Notary Public
Residing at Stockton, California



STATE OF IDAHO
COUNTY OF CUSTER

I hereby certify that this instru-
ment was filed for record at the
request of Theodore H. Simmons and Delores M. Simmons
at 20 minutes past 10 o'clock A.M.
this 14 day of July, 1975
in my office and duly filed and indexed.

Margaret McCarty
Ex-Officio Recorder

By Deputy
Fees \$ 2.00
Mail to: BROWN, DICK, REECE & LANE
942 N. Hunter Street
Stockton, California 95202

QUITCLAIM DEED

For Value Received THEODORE H. SIMMONS and DELORES M. SIMMONS, TRUSTEES U/A dtd. 7/8/75
by DELORES M. SIMMONS, SURVIVING TRUSTEE

0204595

do hereby convey, release, remise and forever quitclaim unto SIMMONS TRUST PARTNERSHIP, DELORES M. SIMMONS, TRUSTEE, OR ANY SUCCESSOR TRUSTEE, FOR THE MANAGING PARTNER (PARTNERS: SIMMONS MARITAL DEDUCTION TRUST 13%; SIMMONS RESIDUAL TRUST 37%; SIMMONS SURVIVORS TRUST 50%)

whose current address is
Star Route, Mackay, ID 83251,
the following described premises, to-wit:

TOWNSHIP 8 NORTH, RANGE 22 EAST, B.M., CUSTER COUNTY, IDAHO:

Section 24: the South half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$)

Section 25: the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$)
the East half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$)
the West half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$)

together with their appurtenances.

together with their appurtenances.

Dated: November 15, 1991.

Delores M. Simmons, Surviving Trustee

STATE OF IDAHO, COUNTY OF CUSTER

On this 17th day of November, 1991,
before me, a notary public in and for the said State, personally appeared DELORES M. SIMMONS

known to me to be the person who name is
subscribed to the within instrument, and acknowledged to
me that she executed the same.

Residing at (Charles Valley), Idaho
Comm. Expires 1-21-99

STATE OF IDAHO, COUNTY OF CUSTER

I hereby certify that this instrument was filed for record at
the request of Delores M. Simmons

at 16 minutes past 3 o'clock P.M.,
this 18th day of August, 1993, in my office, and duly recorded in Book
of Deeds at Page

Ex-Officio Recorder

By Deputy.

Fees \$ 3.00
Mail to: Delores M. Simmons

INSTRUMENT NO.

copy

245652

243032
Custer County Reg. of

CCT

Time 11:04 A M Date 5/29, 2012

Barbara C. Tierney, Clerk

Barbara C. Tierney, Clerk
Eric Baker \$13.00
 Deputy

AFFIDAVIT OF SURVIVING HEIR

[illegible]

MARCIA M. DONNOT, being first duly sworn, states and represents that:

1. Theodore H. Simmons and Delores M. Simmons owned the following described premises, to-wit:

TOWNSHIP 8 NORTH, RANGE 22 EAST, B.M., CUSTER
COUNTY, IDAHO:

Section 24: the South half of the Southwest Quarter (S1/2SW1/4)

Section 25: the Northwest Quarter of the Northwest Quarter
(NW1/4NW1/4)

the East half of the Northwest Quarter (E1/2NW1/4)

the West half of the Northeast Quarter (W1/2NE1/4)

together with their appurtenances.

2. Theodore H. Simmons and Delores M. Simmons had two children: Dwight H. Simmons and Marcia M. Donnot. There are no other heirs. Theodore H. Simmons died March 11, 1984, and Delores M. Simmons died July 25, 2004. Prior to their deaths they had created a trust dated July 8, 1975, and restated November 3, 1982. In the restated trust, Theodore H. Simmons and Delores M. Simmons are the named trustees. Upon their death, Dwight H. Simmons and Marcia Simmons Krause become the trustees.

3. On November 15, 1991, Delores M. Simmons executed a Quitclaim Deed transferring the property described above to the Simmons Trust Partnership, Delores M. Simmons, Trustee, or

any Successor Trustee, for the Managing Partner (Partners: Simmons Marital Deduction Trust 13%; Simmons Residual Trust 37%; Simmons Survivors Trust 50%). Said Deed was recorded in Custer County on August 18, 1993, as Instrument No. 0204595. The trust partnership was never funded and the partnership no longer exists. No probate of Delores' estate or action to transfer title to the property was ever initiated.

4. Marcia Simmons Krause is now known as Marcia M. Donnot.

5. Irrespective of the language of the Deed, there are no trusts and no partnership. If there were, Dwight H. Simmons and Marcia Simmons Krause Donnot would be the sole co-trustees, heirs, and survivors. Title to the property should be vested in the names of the two surviving children, Dwight H. Simmons and Marcia M. Donnot, as tenants-in-common.

Further your affiant saith naught.

Marcia M Donnot
Marcia M. Donnot

SUBSCRIBED AND SWORN TO before me this 10th day of May, 2012.



Jane Hill
Notary Public for Idaho
Residing at: Mackay, ID
My Commission Expires: 8-1-2012

IN THE MATTER OF THE	)	
	)	
THEODORE H. SIMMONS AND	)	
DELORES M. SIMMONS FAMILY	)	NON-JUDICIAL DISPUTE
TRUST, UTA July 8, 1975 and Restated	)	RESOLUTION AGREEMENT
November 3, 1982	)	(I.C. 15-8-101 et seq.)
	)	
	)	

1. Parties. The parties to this Agreement are DWIGHT H. SIMMONS and MARCIA M. DONNOT, the children of Theodore H. Simmons and Delores M. Simmons, who are the necessary and interested parties to this action, either personally or as the virtual representative for their respective descendants who are being virtually represented by the parties herein as authorized by §15-8-205, Idaho Code. Neither party is represented by a counsel of record although they have been advised of their right to obtain counsel and they have chosen to represent themselves with the understanding and knowledge that they have a right to seek advice of their own counsel.

2. Nature of this Agreement. This Agreement is intended to be a binding agreement to resolve certain issues that have arisen or are threatened to arise in the future between the parties in a manner that will avoid the necessity of further litigation or court proceedings to resolve such issues.

3. Statutory Basis for this Agreement. This Agreement is entered into pursuant to §15-8-101, et seq, Idaho Code. The issues addressed are the types of issues or matters

contemplated to be resolved pursuant to §15-8-201, Idaho Code.

4. Background Information. Theodore H. Simmons and Delores M. Simmons, husband and wife, created the Simmons Family Trust on July 8, 1975. The Trust Agreement was restated on November 3, 1982. Their property and cash was transferred to the trust. The trust provided that it continue for their lifetimes. At the death of the last spouse to die, the money and property was directed to be divided equally between their two children: Dwight H. Simmons and Marcia Simmons Krause, now known as Marcia M. Donnot.

Theodore died on March 11, 1984, and Delores died on July 25, 2004. The cash remaining in the trust was divided as the parties agreed upon. The real property however remains in the trust or some derivative thereof. No probate or post-death action was initiated to transfer title following the death of Delores, thus leaving it in a state of confusion. Regardless, it now must be divided between the parties hereto. Dwight had been engaged in an economic activity on the property at the death of Delores and has continued with that endeavor. There were a number of cattle and farm equipment in existence at the death of Delores of which Dwight assumed possession.

Prior to her death, Delores had given or expended funds on behalf of Marcia. In an effort to equalize the benefit given between her two children, she gave Dwight and his wife, Lucinda, promissory notes in the amount of \$10,000, each. There was no consideration given for the notes and the parties have been advised that the notes only amount to a promise to make a gift and as such are likely not enforceable.

Dwight has had the use and enjoyment of the property since the death of Delores. Marcia has not been engaged in the economic activity with Dwight and has received little or no benefit from the property.

The time has come for the parties to actively face the issue of dividing the property as directed by the trust. A number of proposals have been made and the parties have at last settled upon a resolution acceptable to both, specifically Dwight will purchase Marcia's interest in the property.

The property consists basically of two parcels: seven adjacent quarter quarter sections totaling two hundred eighty (280) acres which have access to water, and four quarter quarter sections totaling one hundred sixty (160) acres which are dry land. One of the quarter quarter sections within the 280 acre parcel contains the house and outbuilding.

The 280 acres is described on Exhibit A attached hereto. The 160 acres of dry land is described on Exhibit B. The parties have agreed that the total value for the property is \$585,000, which includes the quarter quarter section with the house.

5. Agreed upon Matters:

a. Such deed, deeds, instruments of conveyance, and/or affidavits shall be executed as necessary to transfer title to all of the property, including the house, with all appurtenances thereto, to Dwight.

b. Dwight will pay to Marcia cash in the amount of \$292,500.00 as follows:

i. \$25,000 down that has already been paid, the receipt of which is hereby acknowledged;

ii. \$243,500 upon the execution of this Agreement;
and

iii. from the remaining \$24,000, Dwight will pay the costs and fees associated with this Agreement and pay the difference to Marcia within thirty (30) days.

c. All of the water rights, usage, and easements are included in the sale to Dwight.

d. Dwight and Lucinda waive any claim they may have relating to the promissory notes.

e. The sale of the property to Dwight includes all of the cattle and farm/ranch equipment on the property, the 1972 Chevrolet pickup VIN CCE3322139069; and Marcia waives any claim she may have for a share of the cattle and farm/ranch equipment in existence at the death of Delores. She further waives any claim for compensation relating to Dwight's enjoyment of the property following the death of Delores.

6. Filing of Agreement and Binding Effect. This Agreement may be filed with

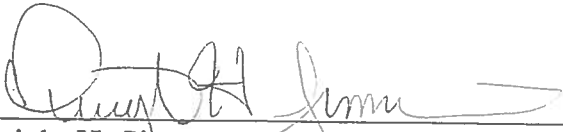
the Court as provided by §15-8-303, Idaho Code, and the parties agree that by filing this Agreement with the Court its terms become final and binding, in the equivalent of a final Order binding on all of the parties hereto. Furthermore, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, assigns, successors in interest, and any others that may claim through them, and shall have the effect of a final court Order pursuant to §15-8-203, Idaho Code. This Agreement shall be effective immediately, even before the date of filing with the Court and shall not be rendered void or voidable in the event for any reason the Agreement is not filed with the Court.

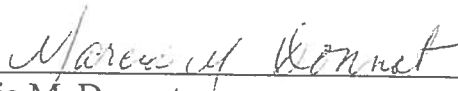
7. Virtual Representation. All parties to this Agreement acknowledge that each is signing on behalf of the entire class or classes of the persons who would take by or through them if they were to predecease and that they have the power to bind their respective descendants under the common law doctrine of virtual representation and pursuant to §15-8-205, Idaho Code. Each party acknowledges and affirms that he is unaware of any actual or threatened conflict of interest between them and the persons whom they virtually represent.

8. Counterparts. To expedite the execution of this Agreement, this Agreement may be executed through the use of multiple original counterparts. A signature on one or more, but less than all, of the original counterparts shall be sufficient to bind the party to this Agreement and any memorandum thereof, and the parties agree that copies of the original signature pages from each original counterpart may be attached to the other original counterparts so that each of the original counterparts will have signature pages bearing either

original signatures or a copy of original signatures for all of the parties.

Executed this 7th day of June, 2012.


Dwight H. Simmons


Marcia M. Donnot

The undersigned is not a child of Theodore and Delores Simmons, nor a beneficiary of their trust; but is a payee of one of the promissory notes mentioned above. She agrees with and approves this Agreement as it waives any claim she may have regarding the promissory note given to her by Delores Simmons.


Lucinda Simmons

STATE OF IDAHO)
) ss:
COUNTY OF CUSTER)

On this 7th day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared DWIGHT H. SIMMONS and LUCINDA SIMMONS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 Idaho
Residing at: Challis, Id.
My Commission Expires: 1-21-12

STATE OF IDAHO)
) ss:
COUNTY OF CUSTER)

On this 7th day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCIA M. DONNOT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.

James R Bennett
Notary Public for Idaho
Residing at: Challis Id
My Commission Expires: 1-21-17



EXHIBIT A

TOWNSHIP 8 NORTH, RANGE 22 EAST, B.M., CUSTER
COUNTY, IDAHO:

Section 24: the South half of the Southwest Quarter (S1/2SW1/4)

Section 25: the Northwest Quarter of the Northwest Quarter
(NW1/4NW1/4)

the East half of the Northwest Quarter (E1/2NW1/4)

the West half of the Northeast Quarter (W1/2NE1/4)

together with their appurtenances.

EXHIBIT B

TOWNSHIP 8 NORTH, RANGE 22 EAST, B.M., CUSTER
COUNTY, IDAHO:

Section 23: S1/2SW1/4, SW1/4SE1/4

Section 26: NW1/4NW1/4