

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 13 2012

Notice of Change in Water Right Ownership

DEPARTMENT OF
WATER RESOURCES

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?
65-7770G	Yes ☒	split 4 ways	Yes ☐		Yes ☐
	Yes ☐	45-7770G Miller	Yes ☐		Yes ☐
	Yes ☐	45-23495 Jarvis	Yes ☐		Yes ☐
	Yes ☐	45-23494 Webb	Yes ☐		Yes ☐
	Yes ☐	45-23497 Sipple	Yes ☐		Yes ☐

2. Previous Owner's Name: Usto Schultz
Name of current water right holder/claimant

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

New owner continued Name connector ☐ and ☐ or ☐ and/or
4 Snow Springs Dr.

Mailing address
Garden Valley ID 83622
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: May 13, 1981 and August 29, 1981

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: [Signature] POA Title, if applicable Date 2-10-12

Signature: _____ Title, if applicable Date _____

For IDWR Office Use Only:

Received by VW Date 2-10-12 Receipt No. C094471 Receipt Amt. \$25-
Approved by _____ Processed by SN Date 4-21-12

February 3, 2012

Emalee Rushing, Water Allocation Bureau
Idaho Department of Water Resources
322 East Front Street
PO Box 83720
Boise, Idaho 83720-0098

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DEPARTMENT OF
WATER RESOURCES

Dear Ms. Rushing,

We, the following property owners, agree to accept the allocation of water appurtenant to each property and to file with the State of Idaho Department of Water Resources the following documents to memorialize the allocations:

Assignment of Permit No. 65-13050 spring water from Lon Jarvis (two forms and fee by others) to:

William J. Sipple and Jamie A. Anderson, as recorded in Boise County Ins. #211829, also known as RP08201000003F or T10N R4E Warm Springs Estates 1 Portion of Lot 3 or Jarvis Segregation Plat Lot 2 Sec 33 SW ¼ in the amount: .03 cfs heating and .02 cfs domestic (\$25 fee)

Mac C. Webb, as recorded in Boise County Ins. #183762 also known as RP08201000003G or T10N R4E Warm Springs Estates 1 Portion of Lot 3 or Jarvis Segregation Plat Lot 3 Sec 33 SW ¼ in the amount: .03 cfs heating and .02 cfs domestic (\$25 fee)

Notice of Change in Water Right Ownership of Water Right No. 65-07770G from Usto Schultz to:

Cleo R. Miller and Barbara A. Miller, as recorded in Boise County Ins. #205227 also known as RP08201000003H or T10N R4E Warm Springs Estates 1 Portion of Lot 3 or Tax 344 Sec 33 SW ¼ in the amount: .02 cfs heating and .03 cfs domestic (ownership change form submitted and fee paid)

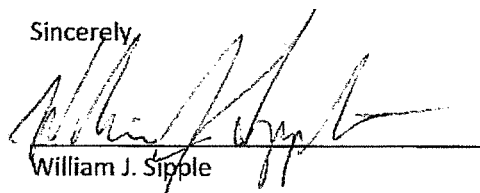
Mac C. Webb, as recorded in Boise County Ins. #183762 also known as RP08201000003G or T10N R4E Warm Springs Estates 1 Portion of Lot 3 or Jarvis Segregation Plat Lot 3 Sec 33 SW ¼ in the amount: .02 cfs heating and .02 cfs domestic (ownership change form submitted and fee paid)

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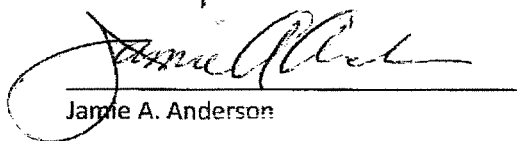
Lon Jarvis, as recorded in Boise County Ins. #128898, also known as RP08201000000E or T10N R4E Warm Springs Estates 1 Portion of Lot 3 or Jarvis Segregation Plat Lot 1 Sec 33 SW ¼ in the amount: .02 cfs heating and .02 cfs domestic (form and fee by others)

This agreement to accept the allocation of water appurtenant to each property may be executed in one or more counterparts each which shall be deemed an original but all of which together will constitute one and the same agreement.

Sincerely


William J. Sipple

2/3/12
Date


Jamie A. Anderson

2/3/12
Date

Mac C. Webb

Date

Cleo R. Miller

Date

Barbara A. Miller

Date


Lon Jarvis

2-10-12
Date

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DEPARTMENT OF
WATER RESOURCES

GENERAL POWER OF ATTORNEY

I, LON S. JARVIS, of Boise County, State of Idaho, designate and appoint GERALD G. JARVIS as my attorney in fact and agent (subsequently called "Agent"), to act in my name and for my benefit. I grant to my agent full power and authority to do everything necessary in exercising any of the powers herein granted as I might or could do if personally present and fully competent, hereby ratifying and confirming all that my agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

1.00 General Grant of Power. My agent shall have power to exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by me, including without limitation, the powers specifically enumerated in this statement. Generally, my agent shall have power to do and perform all matters, transact all business, and make, execute and acknowledge all contracts, orders, deeds, mortgages, leases, assignments, assurances and instruments of every kind which may be requisite or proper to effectuate the purposes of this general power of attorney. The powers conferred by this power of attorney include the authority to make medical and health care decisions in my behalf and to make decisions regarding my placement, care and treatment.

2.00 Specific Powers. Without in any way limiting the generality of the power and authority conferred upon my agent by this instrument, my agent shall have and may exercise each of the following specific powers:

(a) Power to Acquire and Sell. To acquire, purchase, exchange, grant options and sell, assign, release, convey, mortgage, hypothecate, lease, and accept and take possession of real and personal property and interest therein, both tangible and intangible, upon such terms, conditions and covenants as my agent shall deem proper and to sign, seal, execute and deliver and acknowledge such deeds, leases, contracts, assignments, indentures, agreements, mortgages, deeds of trust, bill of sale, security agreements and related forms, exchange agreements, bills, bonds, notes, receipts, releases and satisfactions of mortgages, security interests, and judgments, and such other instruments in writing as shall be proper.

(b) Borrowing and Banking Powers. To borrow moneys on my behalf and to sign, seal, execute, deliver and acknowledge on my behalf such promissory notes, bills, bonds or other evidence of indebtedness and

such mortgages, deeds of trust, security agreements, pledges, or other documents to secure the payment of borrowed funds as my agent shall deem proper. To make, receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit in banks, savings and loan associations and other financial institutions and to release such mortgages, deeds of trust or other security instruments as may be necessary or proper in the exercise of the rights and powers herein granted.

(c) Powers of Collection and Payment. To forgive, request, demand, sue for, recover, collect and receive and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, medicare, insurance, and other contractual benefits and proceeds, all documents of title, all property and property rights, real or personal, tangible and intangible, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to me or in which I have or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in my name and for the collection and recovery thereof including the enforcement of mortgages, deeds of trust and security instruments, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for me, or on my behalf, and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same. To pay and discharge all debts and demands due and payable or which may hereafter become due and payable by me to any person or persons whatsoever.

(d) Management Powers. To maintain, repair, improve, invest, manage, insure, rent, lease, encumber, partition and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, upon such terms and conditions as my agent shall deem proper, and to transfer any or all of my assets to the trustee of any revocable living trust which I may have created.

(e) Motor Vehicles. To apply for a certificate of title upon, and endorse and transfer title to, any motor vehicle and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

(f) Business Interests. To conduct or participate in any lawful business of whatever nature; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; to elect or employ

officers, directors, and agents; to carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and exercise stock options.

(g) Tax Powers. To prepare, sign and file joint or separate income tax returns, or declarations of estimated tax for any year or years; to prepare, sign and file gift tax returns with respect to gifts made by me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election; and to prepare, sign and file any claims for refund of any tax.

(h) Safe Deposit Boxes. To have access at any time or times to any safe deposit box rented by me, wheresoever located and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my agent to exercise this power.

(i) Medical Records. HIPAA Release Authority. My agent shall be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d and 45 CFR 160 through 164. I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose, and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present, or future medical or mental health condition, including all information relating to the diagnosis of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given my agent shall supersede any other agreement that I may have made with my health care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health care provider.

3.00 Revocability. This power of attorney is revocable, provided that insofar as any governmental agency, bank, trust company, insurance company, transfer agent, or other person shall rely upon this power, this

power may be revoked only by a notice in writing executed by me or my agent and delivered to such person or institution.

4.00 Interpretation. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my agent.

5.00 Disability of Principal. This General Power of Attorney shall not be affected by the disability of the principal.

6.00 Third-Party Reliances. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power.

7.00 Expiration. This General Power of Attorney shall continue to be in force until revoked by me in writing in accordance with paragraph 3.00.

8.00 Governing Law. This General Power of Attorney is executed and delivered in the State of Idaho, and the laws of the State of Idaho shall govern all questions as to the validity of this power and as to the construction of its provisions.

9.00 Counterparts. This General Power of Attorney is executed in two counterparts. Each executed counterpart of this General Power of Attorney shall have the force and effect of this original.

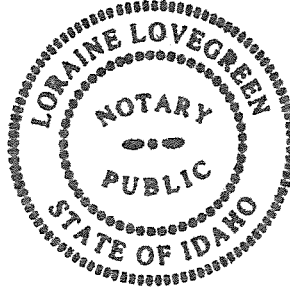
IN WITNESS WHEREOF, I have executed this General Power of Attorney this 31 day of May, 2006.

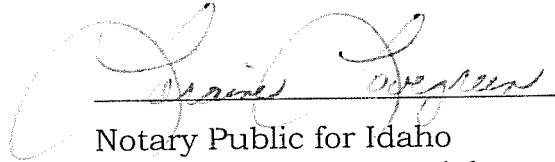

LON S. JARVIS

STATE OF IDAHO)
) ss.
County of Gem)

On this 31 day of May, 2006, before me, the undersigned, a Notary Public for said State, personally appeared LON S. JARVIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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 Emmett, Idaho
My Commission Exp. March 15, 2010

WARRANTY DEED

155952
1/85
P.M.
2015
Idaho ss
3E
Tract B

For value received, Usto E. Schulz, the grantor, does hereby grant, bargain, sell and convey unto Lon Smith Jarvis and Muriel Irene Renee Jarvis, husband and wife, the grantees, the following described premises in Boise County, Idaho, to wit:

TRACT B

A portion of Lot 3, Warm Springs Estates No. 1, in the SW $\frac{1}{4}$ of Section 33, T. 10 N., R. 4 E., B.M., Boise County, Idaho, being more particularly described as follows:

Commencing at a steel pin marking the southeast corner of Lot 3, Warm Springs Estates No. 1, according to the official plat thereof on file in the Boise County Recorder's Office, Idaho City, Idaho, thence N. $1^{\circ}27'57''$ W. along the boundary line of said Lot 3, 203.60 feet to a steel pin, the real point of beginning; thence N. $1^{\circ}27'57''$ W. along said boundary line 156.97 feet to a steel pin; thence S. $84^{\circ}42'44''$ W., 396.39 feet to a steel pin; thence S. $49^{\circ}53'$ W., 252.40 feet to a steel pin; thence N. $85^{\circ}55'$ E., 593.24 feet to the real point of beginning. Said tract contains 1.72 acres more or less, subject to easements of record or in use.

Including the right to use one third ($\frac{1}{3}$) of the flow of the hot water from a spring to which the grantor has a license from the State of Idaho, Department of Water Resources, under License of Water Right No. 65-7540, subject to the obligation of grantees to pay one third ($\frac{1}{3}$) of the costs of maintaining the water line and the pump at the spring.

And reserving unto the grantor, his successors, heirs and assigns, an easement of access to a well located on the hereinabove described property 100 feet westerly of a road on the easterly side of said property and along the northerly side thereof, thence 40 feet southerly thereof for the purpose of maintaining and using said well and for access for said purposes. And also an easement for the purpose of laying a pipe from said well and along the dry bed of the south fork of Warm Springs Creek which goes through the hereinabove described property.

To have and to hold the said premises, with their appurtenances unto the said grantees, their heirs and assigns, forever. And the said grantor does hereby covenant to and with the said grantees that he is the owner in fee simple of said premises; that they are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

DATED This 13th day of May, 1981.

Usto E. Schulz
USTO E. SCHULZ

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of May, 1981, before me a Notary Public in and for said state, personally appeared USTO E. SCHULZ known to me to be the person whose name is subscribed to the instrument, and acknowledged to me that he executed the same.

Walter Wells Glass
Notary Public for Idaho
Residing at Boise



WARRANTY DEED

For Value Received

USTO E. SCHULZ

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

Lon Smith Jarvis and Muriel Irene Renee Jarvis, husband and wife,
the grantees , the following described premises, in Boise County Idaho, to wit:

See Exhibit "A" attached hereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees ,
their heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantees , that they are the owners in fee simple of said premises; that they are free
from all encumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: August 29, 1981Usto E. Schulz

STATE OF IDAHO, COUNTY OF Boise
On this 29th day of August, 19 81,
before me, a notary public in and for said State, personally
appeared Usto E. Schulz

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that Usto E. Schulz executed the same.

Christine Marie Goller
Notary Public
Residing at Garden Valley, Idaho
Comm. Expires Lifetime

STATE OF IDAHO, COUNTY OF Boise
I hereby certify that this instrument was filed for record at
the request of Renee Jarvis

at 44 minutes past 1 o'clock P.m.,
this 10th day of September,
19 81, in my office, and duly recorded in Book 83
of Deeds at page 112

Arlene C. Kolan
Ex-Officio Recorder

By Lance M. Rill Deputy.

Fees \$ 4.00
Mail to: Lon Jarvis
Garden Valley, ID.

First American Title Company of Idaho

INSTRUMENT NO 101873

EXHIBIT A

TRACT C

A portion of Lot 3, Warm Springs Estates No. 1, in the SW 1/4 of Section 33, T. 10 N., R. 4 E., B.M., Boise County, Idaho, being more particularly described as follows:

Commencing at a steel pin marking the southeast corner of Lot 3, Warm Springs Estates No. 1, according to the official plat thereof on file in the Boise County Recorder's Office, Idaho City, Idaho, thence N. 1°27'57" W. along the boundary line of said Lot 3, 360.57 feet to a steel pin, the real point of beginning; thence N. 1°27'57" W. along said boundary line, 75.00 feet to a steel pin; thence N. 58°50'49" W. along said boundary line, 175.02 feet to a steel pin; thence N. 32°09'33" W. along said boundary line, 53.07 feet to a steel pin; thence N. 89°40'47" W. along said boundary line, 217.69 feet to a steel pin; thence S. 0°40'36" E., 248.21 feet to a steel pin; thence N. 84°42'44" E., 396.39 feet to the real point of beginning. Said tract contains 1.75 acres more or less, subject to easements of record or in use and subject to the following described easement for ingress and egress: Commencing at a steel pin marking the northwest corner of said Lot 3, Warm Springs Estates No. 1, thence S. 89°40'47" E. along the boundary line of said Lot 3, 197.40 feet to a steel pin, the real point of beginning, said point being the northwest corner of the above described tract; thence S. 89°40'47" E. along said boundary line, 217.69 feet to a steel pin; thence S. 32°09'33" E., 15.60 feet to a point; thence N. 89°40'47" W., 226.36 feet to a point; thence N. 0°40'36" W., 14.00 feet to the real point of beginning.