

DEL ✓

RECEIVED
JUL 12 2012

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

WATER RESOURCES
WESTERN REGION

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?
PD 78 - 4309	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Eric D. Winkler and Jennifer S. Winkler
Name of current water right holder claimant
3. New Owner(s) Claimant(s): James L. Paul
Name of each new owner as listed on the conveyance document
Reagan S. Paul
New owner continued Name connector ☐ and ☐ or ☐ and/or
16429 McQuinn Rd
Mailing address
Nampa 90 83687
City State ZIP
2084662953 plcnstrctn@cs.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: 8/10/11
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: James L. Paul James L. Paul July 12, 2012
Signature of new owner claimant Title, if applicable Date
Signature: Reagan S. Paul Reagan S. Paul July 12, 2012
Signature of new owner claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JA Date 7-12-12 Receipt No. W040367 Receipt Amt. \$25
Approved by _____ Processed by RS Date 7-13-12

SCANNED
JUL 13 2012

WARRANTY DEED

GRANTOR, ERIC D. WINKELLER and JENNIFER S. WINKELLER, husband and wife, of P. O. Box 2246, McCall, ID 83638, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to JAMES L. PAUL and PEGGY S. PAUL, husband and wife, of P. O. Box 1117, Meridian, ID 83680, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

Township 23 North, Range 1 East, Boise Meridian,
Idaho County, Idaho
Section 29:

A parcel of land situated in the SW1/4NE1/4, more particularly described as follows:

Beginning at a concrete right of way marker on the East right of way line of the New Highway 95, which marker is 140 feet right of Station 751+00, from which marker the section corner common to Sections 20, 21, 28, and 29, said Township and Range, bears North 1422 feet and East 2310 feet; thence S 18°24' W along the right of way line 186.2 feet; thence S 19°00' E, 432.2 feet; thence S 02°16' W, 64.2 feet; thence S 00°22' W, 34.1 feet to the True Point of Beginning; thence S 79°43' W, 170 feet, more or less, to the East right of way line of the Old Highway 95; thence southerly along said right of way line 57 feet to the center of Denny Creek; thence easterly along said Denny Creek 150 feet; thence N 00°22' E, 77 feet to the True Point of Beginning. Sometimes known as Assessor's Tax No. 67.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2011, which are a lien, not yet due and payable.
2. Any adverse claims based on the assertion that the location of Denny Creek has moved subsequent to its adoption as a title boundary.
3. Rights and easements in favor of the public for recreational uses of the Denny Creek.

WARRANTY DEED

1

Instrument # 480296

IDAHO COUNTY, IDAHO,

8-10-2011 10:27:21 No. of Pages: 4

Recorded for : IDAHO COUNTY TITLE

KATHY M. ACKERMAN

Fee: 19.00

Ex-Officio Recorder Deputy

[Signature]

1 4. Easement, including the terms and conditions thereof, by
2 and between B.C. WEINHEIMER and WILLIAM HOWARD by B.C.
3 WEINHEIMER and MARY SNYDER and THE MOUNTAIN STATES TELEPHONE
4 AND TELEGRAPH COMPANY, a corporation, recorded August 31,
1932, under Instrument No. 99258, Book 60 page 443, records of
Idaho County, Idaho.

5 5. Power Line Easement, including the terms and conditions
6 thereof, by and between DAN CORBETT and EDNA CORBETT, husband
7 and wife and THE IDAHO POWER COMPANY, a corporation, recorded
April 23, 1948, under Instrument No. 159356, Book 80 page 557,
records of Idaho County, Idaho.

8 6. Power Line Easement, including the terms and conditions
9 thereof, by and between FLOYD E. HANSON and ELLEN A. HANSON,
10 husband and wife and IDAHO POWER COMPANY, a corporation,
11 recorded August 7, 1961, under Instrument No. 205946, Book 95
page 409, records of Idaho County, Idaho.

12 7. Easement, including the terms and conditions thereof by
13 and between ELDON AGEE and MAYME AGEE, husband and wife and
14 BRUCE OWEN and JOYCE OWEN, husband and wife, parties of the
15 first part and CARL CORBIT and ESTHER J. CORBIT, husband and
wife, parties of the second part, recorded January 15, 1965,
under Instrument No. 218259, Book 102 page 318, records of
Idaho County, Idaho.

16 8. Exception of the right of use of a certain well for
17 domestic purposes by both the Grantor and the Grantee and
18 reserving therefrom, 1/2 of the water right from Denny Creek
19 by the Grantor, as set forth in Warranty Deed, including the
20 terms and conditions thereof, by and between HAROLD M. DERRICK
and VERA C. DERRICK, husband and wife, grantors and DONALD M.
MUNGER, MORGAN MUNGER, DARRELL MUNGER and JOHN E. MUNGER,
grantees, recorded December 18, 1968, under Instrument No.
232777, Book 109 page 372, records of Idaho County, Idaho.

21 9. Matters as shown on Survey No. S-893, recorded March 11,
22 1994, under Instrument No. 373231, records of Idaho County,
23 Idaho.

24 TO HAVE AND TO HOLD the said premises, with their
25 appurtenances, unto the said Grantees, their heirs and assigns
26 forever. And the said Grantors do hereby covenant to and with the
27 said Grantees that they are the owners in fee simple of said
28 premises; that they are free from all encumbrances, and that they
will warrant and defend the same from all lawful claims whatsoever,

1 except general taxes for the year 2011, and easements,
2 reservations, restrictions and rights-of-way of record or in use.

3 Except as otherwise expressly provided in this instrument,
4 GRANTORS, hereby declare pursuant to Title 5, Chapter 2 of the
5 Idaho Code, that in the event GRANTORS shall have permitted or
6 suffered at any time prior to the making of this instrument, any
7 person or entity to possess, use or occupy the above-described
8 premises, or any portion thereof, for any purpose, with or without
9 the knowledge of GRANTORS, it was not the intent of GRANTORS, by
10 permitting or suffering such possession, use or occupation, to
11 thereby define property boundaries or ownership thereof.

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

15 IN WITNESS WHEREOF, Grantors have hereunto subscribed their
16 names to this instrument this 8 day of Aug, 2011.

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Eric D. Winkeller
ERIC D. WINKELLER

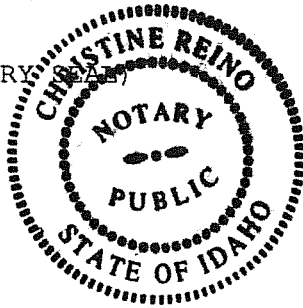
Jennifer S. Winkeller
JENNIFER S. WINKELLER

19 STATE OF IDAHO)
20 County of Valley) ss.

21 On this 8th day of August, 2011, before me,
22 Christine Reino, a Notary for the said County and
23 State, personally appeared ERIC D. WINKELLER and JENNIFER S.
24 WINKELLER, husband and wife, known or identified to me to be the
25 persons whose names are subscribed to the within instrument, and
26 they acknowledged to me that they freely executed the same and that
27 the statements therein contained are true.

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

3
4 (NOTARY)



Christine Reino
Notary Public for State of Idaho.
Residing at McCall, therein.
My commission expires on 10-27, 2011.

IDAHO COUNTY TITLE COMPANY, INC.

319 West Main Street

Grangeville, Idaho 83530

Telephone: (208) 983-2662 Fax: (208) 983-2096



August 17, 2011

Dear James and Peggy,

Please find enclosed your original Warranty Deed and original Owner's Policy of Title Insurance. It is recommended that you keep these in a safe place.

Thank you for allowing us to be of service. Please call should you ever have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Paul Eimers", is positioned below the word "Sincerely,". The signature is fluid and cursive.

J. Paul Eimers, Manager
Idaho County Title Co., Inc.

enc.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

102-218

INDEXED

218259

EASEMENT

THIS INDENTURE, made this 1st day of July, 1964, by and between ELDON AGES and MAYME AGES, husband and wife, and BRUCE OWEN and JOYCE OWEN, husband and wife, Idaho County, Idaho, hereinafter referred to as the parties of the first part, and CARL CORBIT and ESTHER J. CORBIT, husband and wife, of Biggins, Idaho, parties of the second part,

WITNESSETH:

WHEREAS, the said Eldon Ages and Mayme Ages own certain property, in the Northeast Quarter of Section Twenty-nine (29), Township Twenty-three (23) North, Range One (1) E.B.M., upon which is a spring located approximately 200 feet west of the east line and approximately 30 feet south of Denny Creek of the above described property, and

WHEREAS, the said Bruce Owen and Joyce Owen own certain property adjacent and contiguous to the property of the parties of the second part hereinafter described over which a right-of-way and easement from said spring was passed, and

WHEREAS, the parties of the second part are the owners of the following described property, to-wit:

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 29, Township 23 North, Range 1, E.B.M. Idaho County, Idaho, more particularly described as follows: Beginning at a point from which the Section corner common to Sections 20, 21, 28 and 29 bears North 38°20' East a distance of 223.5 feet and running thence South 51°59' West 728.4 feet, South 80°22' East 275.5 feet and South 76°17' West 60.5 feet to the real point of beginning; thence South 36°14' East 362 feet more or less to Denny Creek; thence in a Northwesterly direction along Denny Creek to a point; thence North 26°44' East 150 feet more or less to the real point of beginning and containing 0.9 acres more or less, and

WHEREAS, the parties of the second part are planning to develop said spring and pipe water therefrom to their above described property and for that purpose they must have easements from the parties of the first part. However, the party of the second part agrees that he shall not keep the road closed for over three (3) days without written permission from the parties of the first part.

Item #
15 on
Title
Commitment
Instrument #
218259
3 Pgs

HL
SP
MA
BDD
2/10

102-2000

1 NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00)
2 and other valuable considerations, receipt of which is hereby
3 acknowledged, the parties of the first part hereby grant unto the
4 parties of the second part; full and free right and authority to
5 maintain, repair, lay, ^{and} construct, the said water-line above referred
6 to, and further grant unto the parties of the second part, the right
7 of ingress and egress to their properties to maintain and repair
8 the aforesaid line; and to use and enjoy the permanent easement
9 hereby granted.

10 The said Elton Agee and Mayme Agee hereby grant to the parties
11 of the second part the use of the spring and the right to lay,
12 construct and repair the said water-line from the said spring and
13 to maintain, repair and construct the necessary appurtenances to
14 develop the aforesaid spring.

15 The other parties of the first part, namely, Bruce Owen and
16 Joyce Owen, hereby grant a permanent easement to the parties of
17 the second part to maintain, repair, lay and construct the said
18 water-line above referred to along the south line of their
19 property, with the right of ingress and egress for the purposes
20 thereof.

21 The parties of the second part hereby agree that they shall
22 keep at an absolute minimum any damage to the properties of the
23 parties of the first part.

24 The parties of the second part further agree to hold harmless
25 the parties of the first part from any damages that may arise from
26 their use of this easement and further repair any damage to the
27 parties of the first part that arise from the use hereof.

28 TO HAVE AND TO HOLD, with the appurtenances, unto the parties
29 of the second part, their heirs, successors, and assigns forever.

30 IN WITNESS WHEREOF, the parties hereto have hereunto set their
31 hands and seals in the day and year in the certificate below written
32

102

Eldon Agee
ELDON AGEE

Mayme Agee
MAYME AGEE

Bruce Owen
BRUCE OWEN

Joyce Owen
JOYCE OWEN
Parties of first part

Carl Corbit
CARL CORBIT

Esther J. Corbit
ESTHER J. CORBIT
Parties of second part

STATE OF IDAHO)
County of Idaho) ss.

On this 17 day of November 1964, before me, the undersigned Notary Public in and for said county and state, persons appeared ELDON AGEE and MAYME AGEE, husband and wife, and BRUCE OWEN and JOYCE OWEN, husband and wife, and CARL CORBIT and ESTHER J. CORBIT, husband and wife, known to me to be the persons whose names are subscribed to the within and 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 in the day and year in this certificate first above written.

(SEAL)



Gerald V. Overlander
Notary Public in and for
the State of Idaho;
Residing at Callahan, Idaho
therein.

Carl Corbit
Witnessed by *Carl Corbit*
on this 17 day of November 1964
at Callahan, Idaho
Idaho County Clerk

Carl Corbit
Callahan, Idaho

INDEXED 232777

BOOK 109 PAGE 372

WARRANTY DEED

For Value Received
wife

Harold M. Derrick and Vera C. Derrick, husband and

the grantor s do hereby grant, bargain, sell and convey unto Morgan Munger,
Donald M. Munger, Darrell Munger, and John E. Munger

REVENUE STAMPS

the grantee s, the following described premises, in Idaho, County Idaho, to wit:
 Beginning at a corner to right-of-way marker in the East right-of-way
 line of the new Highway 95, which marker is 140 feet right of Station
 751 + 00, from which marker the Section Corner common to Sections 20, 21,
 22 and 23, Township 23 North, Range 1 East, bears North 1440 feet and
 East 2910 feet; running thence South 10°24' West along the right-of-way
 line 124.2 feet; thence East 108°20' East 430.2 feet; thence South 2°16'
 West 24.2 feet; thence South 6°22' West 34.1 feet to the True point of
 beginning; thence South 79°42' West 170 feet, more or less, to the East
 right-of-way line of the old Highway 95; thence Southerly along said right-
 of-way line 27 feet to the center of Berry Creek; thence Easterly along
 said Creek 150 feet; thence North 6°22' East 27 feet to the True point of
 beginning and containing 0.25 acres, more or less; with all bearing being
 according to the Highway survey.

And excepting therefrom the right of use of a certain well for domestic
 purposes owned by the Grantor herein and the Grantors herein;
 and also reserving to the Grantor herein one-half of the water right from Berry Creek
 owned by the Grantor herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
 heirs and assigns forever. And the said Grantor s do hereby covenant to and
 with the said Grantee s, that they are the owner s in fee simple of said premises, that they are free
 from all incumbrances.

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

Dated:

Harold M. Derrick
 Vera C. Derrick
 (Witnesses)

STATE OF IDAHO, COUNTY OF

On this 15th day of March, 1971,
 before me, a notary public in and for said State, personally
 appeared

Morgan Munger, Donald M. Munger, Darrell Munger, and John E. Munger,

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

Witness my hand and seal this 15th day of March, 1971.

Notary Public

My Comm. Expires March 24, 1971

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
 the request of

INLAND ABSTRACT CO.

at 4:55 minutes past 2 o'clock P.M.

this 15th day of March, 1971, in my office, and duly recorded in Book

of Deeds at page

CARL T. HEITZ

Ex-Officio Recorder

By: [Signature] Deputy.

Fees \$ 90

Mailed to: Morgan Munger

Clack, Ida

Clack, Ida

Clack, Ida

Clack, Ida

Clack, Ida

Clack, Ida

Clack, Ida

Clack, Ida

Clack, Ida

item
 # 16
 Title
 Commitment
 instrument
 #
 232777
 1
 page

INSTRUMENT NO

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

7/19/2011

WATER RIGHT NO. 78-4309

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ERIC D WINKELLER
Current Owner	JENNIFER S WINKELLER
	PO BOX 2246
	MCCALL, ID 83638
	(208) 634-3743

Priority Date: 01/01/1900

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
DENNY CREEK	LITTLE SALMON RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	3/15	10/15	0.04 CFS	
Total Diversion			0.04 CFS	

Location of Point(s) of Diversion:

DENNY CREEK SWNE Sec. 29 Township 23N Range 01E IDAHO County

Place(s) of use:

Place of Use Legal Description: DOMESTIC IDAHO County

[illegible]

Conditions of Approval:

1.	C18	THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3.		POINT OF DIVERSION IS LOCATED IN CENTER OF T23N, R01E, S29,SW NE.
4.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
5.		PARCEL NO. 23N01E291510

Dates:

Licensed Date:

Decreed Date: 08/18/2000

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND/OR

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close