



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

November 22, 2011

Chris Drakos
PO Box 793
Blackfoot ID 83221

RE: Notice of Change in Water Right Ownership
Water Rights: 73-12121

Dear Mr. Drakos:

On August 12, 2011, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide additional evidence of ownership, specifically a recorded Warranty Deed for the Sections 25 & 26 Township 16 North Range 20 East. On September 12, 2011 we sent a letter requesting the additional information. The additional information was to be provided within 30 days.

IDWR has never received a response to the request for additional information. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning your original ownership change and have initiated a refund of your filing fee (\$125.00). The refund from the state of Idaho will arrive at the address listed above within a couple of weeks.

Please feel free to re-file your ownership change any time in the future when you have collected the requested documentation of ownership. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the ownership change.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Jonie Barg
Technical Records Specialist

Enclosure(s)

RECEIVED

AUG 18 2011

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 12 2011

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
73-12121	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: DARRAN CARRAWAY
Name of current water right holder/claimant

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

New owner continued Name connector ☐ and ☐ or ☐ and/or
P.O. BOX 793
Mailing address
BLACKFOOT ID 83221
City State ZIP
(208) 785-4334
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: 4-15-2009

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.

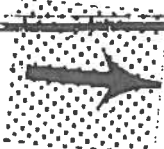
7. Signature: Chris Drakos 8-11-11
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Approved by _____ Processed by _____ Date _____

SIGN
HERE

READ & APPROVED
DATE

Chris Drakos

REAL ESTATE MORTGAGE

Order No.:3070603706C-D

For Value Received

Judd A. Whitworth, a single man, as to an undivided 1/2% interest, address is: P.O. Box 26 Ellis, ID 83235 and Darren Carraway and Hillary Carraway, husband and wife, as to an undivided 1/2% interest, address is: 3606 E. Columbia Rd. Meridian, ID 83642., the Mortgagor, does hereby Grant, Bargain, Sell and Convey unto Chris Drakos Enterprises, address is: P.O. Box 793 Blackfoot, ID 83221 the Mortgagee, the following described premises in Custer County, ID, to-wit:

PARCEL 1:

A FRACTION OF THE NORTHEAST QUARTER SOUTHWEST QUARTER, SECTION 25, TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 25, RUN THENCE EAST ALONG THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 374.0 FEET; THENCE NORTH 20° 58' EAST, 449.5 FEET; THENCE NORTH 6° 26' WEST, 360.4 FEET; THENCE NORTH 36° 54' WEST, 464.6 FEET; THENCE NORTH 19° 39' WEST, 181.7 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 25; THENCE WEST ALONG THE NORTHERLY BOUNDARY OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 25 A DISTANCE OF 153.8 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 25; THENCE SOUTH ALONG THE WESTERLY BOUNDARY OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 1320.0 FEET TO THE POINT OF BEGINNING.

ALSO:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 26, SOUTH HALF SOUTHWEST QUARTER, SECTION 25, AND THE NORTHEAST QUARTER NORTHWEST QUARTER, SECTION 36, TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST SECTION CORNER OF SAID SECTION 25; THENCE NORTH 00° 21' 56" WEST THE BASIS OF BEARING OF THIS DESCRIPTION, 1332.10 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 25 (THE SOUTH 1/16TH OF SAID SECTION 25 AND 26) WHICH IS THE POINT OF BEGINNING; THENCE NORTH 89° 54' 35" EAST, 1313.62 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH 89° 54' 35" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SAID SECTION 25, 374.00 FEET; THENCE SOUTH 01° 41' 06" EAST, 224.84 FEET; THENCE SOUTH 07° 21' 33" EAST, 161.88 FEET; THENCE SOUTH 29° 34' 09" EAST, 204.85 FEET; THENCE SOUTH 41° 11' 29" EAST, 249.23 FEET; THENCE SOUTH 22° 41' 34" WEST, 78.02 FEET; THENCE SOUTH 32° 29' 25" WEST, 146.75 FEET; THENCE SOUTH 81° 58' 48" WEST, 219.56 FEET; THENCE SOUTH 27° 31' 11" WEST, 412.44 FEET; THENCE NORTH 54° 58' 26" WEST, 211.01 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE ALONG

THE SAID NORTH RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSES: NORTH 62° 11' 10" WEST, 69.86 FEET; THENCE NORTH 62° 26' 55" WEST, 872.45 FEET; THENCE ALONG AN ARC OF A CURVE TO THE LEFT 204.11 FEET, HAVING A DELTA OF 11° 46' 27", A RADIUS OF 1085.44 FEET AND A LONG CHORD OF NORTH 67° 50' 08" WEST, 203.81 FEET; THENCE NORTH 73° 13' 22" WEST, 9.07 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 205.07 FEET, HAVING A DELTA OF 13° 51' 44", A RADIUS OF 847.61 FEET; AND A LONG CORD OF NORTH 80° 09' 25" WEST, 204.57 FEET; THENCE NORTH 87° 05' 27" WEST, 69.18 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 205.08 FEET, HAVING A DELTA OF 71° 57' 46", A RADIUS OF 163.28 FEET, AND A LONG CORD OF NORTH 51° 06' 34" WEST, 191.86 FEET; THENCE NORTH 15° 07' 41" WEST, 87.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 261.71 FEET, HAVING A DELTA OF 9° 28' 39", A RADIUS OF 1582.16 FEET AND A LONG CORD OF NORTH 19° 52' 02" WEST, 261.41 FEET; THENCE NORTH 24° 36' 24" WEST, 235.13 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 26; THENCE LEAVING SAID RIGHT OF WAY NORTH 89° 55' 03" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER SOUTHEAST QUARTER OF SAID SECTION 26, 371.86 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ROAD RIGHT OF WAY:

PARCEL II

TOGETHER WITH A 15 FOOT EASEMENT LOCATED IN THE NORTHWEST QUARTER NORTHEAST QUARTER NORTHWEST QUARTER, SECTION 36, TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, FOR MAINTENANCE, REPLACEMENT AND REPAIR OF A CERTAIN ELECTRIC MOTOR, PUMP, PIPELINE AND FOR THE ROADWAY SERVING THE SAME, AS FURTHER DESCRIBED IN INSTRUMENT NO. 215655, RECORDS OF CUSTER COUNTY, IDAHO.

To have and to hold the said premises, with their appurtenances, unto the said mortgagees heirs and assigns forever.

This conveyance is intended as a mortgage to secure payment of the sum of \$500,000.00 With interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the mortgagee, with final payment due June 1, 2011 and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The Mortgagor covenants and agrees with the mortgagee as follows:

That he/she or they are the owner in fee simple of the above described premises and that they are free from all encumbrances

That he/she or they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note.

That he/she or they will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency

That he/she or they will keep the buildings on said premises insured against loss or damage by fire, by an insurance company acceptable to the mortgagee with loss payable to the mortgagee as their interest may appear, in a sum not less than the outstanding balance of the indebtedness secured hereby; and deliver such policy to the mortgagee, until the sums secured by this mortgage are fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the lien date or procure a title report from a reputable Title Company and the mortgagor agrees to pay the cost thereof upon demand.

If the mortgagor shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the same or procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purpose shall be added to the indebtedness hereby secured and shall be repayable on demand, with interest.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagor hereby sells and assigns to the mortgagee any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagor shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal and interest, or in any of the covenants or agreements herein contained, then the mortgagee or assigns, at his option, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, pay over to the mortgagor, heirs and assigns.

There is a pre-payment penalty on the Promissory Note.

Date: _____

Judd A. Whitworth

State of Idaho)
) ss
County of)

On this _____ day of _____, In the year 20____ before me, a Notary Public in and for said state, personally appeared Judd A. Whitworth known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ executed the same

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

Notary Public for the State of Idaho
Residing at
Commission Expires:

279224

QUIT CLAIM DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made the 1st day of November, 2008, between Judd A. Whitworth, a single person, Darren E. Carraway and Hillary Carraway, husband and wife, Grantors, and Chris Drakos Enterprises, Inc., the address of which is PO Box 793, Blackfoot, Idaho 83221, Grantee.

WITNESSETH: That the said grantors, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR, lawful money of the United States of America, and other good and valuable consideration paid by the said Grantee, the receipt whereof is hereby acknowledged, Grantors do by these presents demise, release and forever quit claim unto the said Grantee, and to its successors and assigns all the certain land situate, lying and being in the County of Lemhi, and State of Idaho, described as follows, to-wit:

H.E.S. Survey No. 427, embracing a portion of approximately Township 18 North, Range 18, E.B.M., Lemhi County, Idaho, more particularly described as:

Beginning at Corner No. 1 from which U.S. Initial Monument No. 427 bears South 79°10' West 4.22 Chains distant; thence
South 18°42' East 20.48 chains to Corner No. 2; thence
South 18° East 51.40 chains to Corner No. 3; thence
South 30°55' East 10.35 chains to Corner No. 4; thence
South 89°30' West 8.87 chains to Corner No. 5; thence
North 21°51' West 14.43 chains to Corner No. 6; thence
North 21° West 21.14 chains to Corner No. 7; thence
North 17°11' West 39.77 chains to Corner No. 8; thence
North 62°17' East 15.77 chains to Corner No. 1 the place of Beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

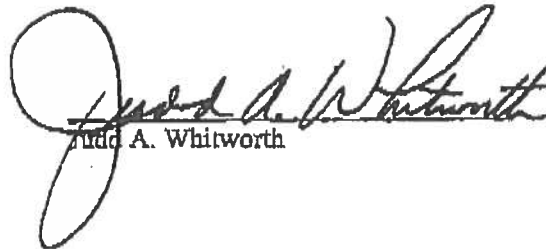
Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

THIS DEED is an absolute conveyance of title, in effect as well as in form, and is not intended as a Mortgage, trust conveyance or security of any kind. The consideration therefore is the waiver of the right to foreclose by action in that certain Real Estate Mortgage executed by Judd A. Whitworth, a single person, Darren E. Carraway and Hillary Carraway, husband and wife, as Mortgagor to Chris Drakos Enterprises, Inc., as Mortgagee, which Real Estate Mortgage is dated the 16th day of July, 2007, and which was recorded in the office of the County Recorder of the aforementioned County and State as Instrument number 272447.

Nevertheless, the Grantors acknowledge they are executing a new unsecured promissory note in the amount of \$102,180.68, which is the amount of accrued, unpaid interest as of November 1, 2008 on the underlying transaction. In executing the note, we affirm that the new obligation is not secured by the subject property. JW.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said grantees and to their heirs and assigns forever.

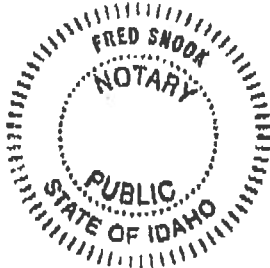
IN WITNESS WHEREOF, the said Grantors hereunto set their hands the day and year first above written.


Judd A. Whitworth

STATE OF IDAHO)
; ss.
County of Lemhi

On this 27 day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Judd A. Whitworth, a single person, 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 by official seal, the day and year first above written.




Notary Public for Idaho
Residing at: Lemhi
My Commission Expires: 8/10/2011

State of Idaho) SS No. 279224
County of Lemhi)
This instrument was filed for record at the request
of Baker & Harris
at 2:00 o'clock p.m. 9-30-2008
and duly filed and indexed in the records of Lemhi
County
Terri J. Morton
Ex-Officio Recorder
By Erin Cardin Deputy
Fee 6.00
Return to Baker & Harris

QUIT CLAIM DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made the 13th day of February, 2009, between Darren E. Carraway and Hillary Carraway, husband and wife, Grantors, and Chris Drakos Enterprises, Inc., a Nevada Corporation, whose address is P.O. Box 793, Blackfoot, Idaho 83221, Grantee.

WITNESSETH: That the said grantors for and in consideration for the Mortgage dated July 16, 2007 and recorded in the Lemhi County Recorder's office as Instrument No. 234087 which conveys and represents full and complete satisfaction of the Mortgage herein referenced. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do by these presents demise, release and forever quit claim unto the said Grantee, and to its successors and assigns all that certain land situated, lying and being in the County of Lemhi, and State of Idaho, described as follows, to wit:

H.E.S. Survey No. 427, embracing a portion of approximately Township 18 North, Range 18, E.B.M., Lemhi County, Idaho, more particularly described as:

Beginning at Corner No. 1 from which U.S. Initial Monument No. 427 bears South 79° 10' West 4.22 Chains distant; thence
South 18° 42' East 20.48 chains to Corner No. 2; thence
South 18° East 51.40 chains to Corner No. 3; thence
South 30° 55' East 10.35 chains to Corner No. 4; thence
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North 21° 51' West 14.43 chains to Corner No. 6; thence
North 21° West 21.14 chains to Corner No. 7; thence
North 17° 11' West 39.77 chains to Corner No. 8; thence
North 62° 17' East 15.77 chains to Corner No. 1 the place of Beginning.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

THIS DEED is an absolute conveyance of title, in effect as well as in form, and is not intended as a Mortgage, trust conveyance or security of any kind. The consideration therefore is the waiver of the right to foreclose by action on that certain Real Estate Mortgage executed by Darren E. Carraway and Hillary Carraway, husband and wife, as Mortgagor to Chris Drakos Enterprises, Inc., a Nevada Corporation, as Mortgagee, which Real Estate Mortgage is dated the

State of Idaho
County of Lemhi.) GS No. **279423**

This instrument was filed for record at the request
of Baker & Harris
at 7:40 o'clock a.m. 4-22 2009
and duly filed and indexed in the records of Lemhi
County. Terry J. Morton
Ex-Officio Recorder.

By Cynthia Gordon Deputy
Fee
Return to Baker & Harris