

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 14 2011

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?
67-14495	Yes ☒		Yes ☐		Yes ☐
3-2042A	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

DON MATEER / GAYLE MATEER

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

ROGER T. TURCOTTE SR & SALLY TURCOTTE

Name of each new owner as listed on the conveyance document

L24 RIVER MOBILE Retreat LLC

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

921 N 10th St

Mailing address

BOISE

City

ID

State

83702

ZIP

208724 6241

Telephone

rttsjt@msn.com

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: 25 OCT 2006

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:

Roger T. Turcotte Sr manager

Signature of new owner/claimant

Title, if applicable

14 MAR 2011

Date

Signature:

William C. Middleton manager

Signature of new owner/claimant

Title, if applicable

3/14/2011

Date

For IDWR Office Use Only:

Received by CP/SRT

Date 3-14-11

Receipt No. 0012581

Receipt Amt. 125.00

Approved by _____

Processed by _____

Date _____

339567

stewart
title of boise

Instrument # 339567

PAYETTE COUNTY

2006-10-25

02:38:00 No. of Pages: 2

Recorded for : AMERITITLE

BETTY J DRESSEN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Kathryn Turner
Deeds

0021582

WARRANTY DEED

For Value Received Donald C. Mateer and Gayle L. Mateer, husband and wife

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Roger T. Turcotte, Sr. and Sally Turcotte, husband and wife

the grantee, whose current address is 9568 W GOLDEN VIEW DR, STAR, ID 83669

the following described premises, to wit:

See "Exhibit A" attached hereto

Parcel Number:

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated this 20th day of October, 2006.

Donald C. Mateer

Donald C. Mateer

Gayle L. Mateer

Gayle L. Mateer

STATE OF

Idaho

)

COUNTY OF

Payette

) ss.

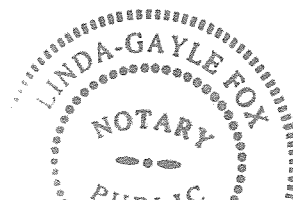
On this 24th day of OCTOBER, 2006, before me, the undersigned, a Notary Public, in and for said State, personally appeared Donald C. Mateer and Gayle L. Mateer known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public:

Residing at:

Linda Gayle Fox
Payette, Idaho



SCHEDULE A

Amount of Insurance \$376,000.00

Premium \$1,376.00

Date of Policy: OCTOBER 20, 2006 AT 5:12 PM

1. Name of Insured:
ROGER T. TURCOTTE, SR. AND SALLY TURCOTTE
2. The estate or interest in the land which is covered by this policy is:
FEE SIMPLE
3. Title to the estate or interest in the land is vested in:
ROGER T. TURCOTTE, SR. AND SALLY TURCOTTE, HUSBAND AND WIFE
4. The land referred to in this policy is described as follows:
SEE ATTACHED EXHIBIT 'A'

339567
EXHIBIT A

A portion of Block 7 of Assessor's WOODSPUR TRACT, as per Plat in Book 1, Page 44, Plat Records, Payette County, Idaho, said tract of land being situate within the NW¼ of Section 11, Township 9 North, Range 5 West, Boise Meridian, and described as follows:

Beginning at the Southeast corner of the NW¼ of Section 11, T. 9 N., R. 5 W., B.M.;
thence N 89°46'51" W, 1719.49 feet along the South line of said NW¼ to the True Point of Beginning;
thence N 61°54'41" W, 259.36 feet;
thence S 22°41'53" W, 49.35 feet;
thence N 69°49'54" W, 319.03 feet to a point on the Easterly bank of the Snake River;
thence S 6°14'50" W, 185.51 feet along the Easterly bank of the Snake River to a point on the South line of said NW¼ (South line of said Block 7);
thence S 89°46'51" E, 567.51 feet along the South line of said NW¼ to the True Point of Beginning.

A portion of Block 8 of Assessor's WOODSPUR TRACT, as per Plat in Book 1, Page 44, Plat Records, Payette County, Idaho, said tract of land being situate within the NW¼ of Section 11, Township 9 North, Range 5 West, Boise Meridian, and described as follows:

Beginning at the point of intersection of the North side line of Government Lot 3 of said Sec. 11 with the East bank of the Snake River, said point being 2287 feet West of the center of said Sec. 11;
thence East 731 feet to the center of the road;
thence along the center of said road, S 30° W, 695 feet;
thence S 53° W, 424 feet to the East bank of the Snake River;
thence meandering along the East bank of the Snake River, N 2°45' E, 400 feet;
thence N 8°5' W, 462 feet to the Place of Beginning.

11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded in Book 1 of Plats at Page 44, but deleting any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
12. Easement for power lines and incidental purposes granted to Idaho Power Company, recorded June 28, 1957 in Book 7 of Miscellaneous at Page 174 and as Instrument Nos. 169932, 218272, and 234297, Official Records.
13. Right of way granted to Mountain States Telephone and Telegraph Company, recorded as Instrument No. 223059, Official Records.
14. Any claim arising from the difference in the mean high water line of the Snake River and the meander line as shown by the Original Government Survey.
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 4, 1992 as Instrument No. 241580 and June 15, 1983 as Instrument No. 199261, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
16. Right-of-way or easement of River Road.
17. Development Agreement upon the terms, conditions and provisions contained therein:
Parties: Payette County and William Middleton
Recorded: June 20, 2006 as Instrument No. 336222
18. Deed of trust to secure an original indebtedness of \$286,000.00, dated October 23, 2006 and any other amounts and/or obligations secured thereby.
Recorded: October 25, 2006 as Instrument No. 339568
Grantor: Roger T. Turcotte, Sr and Sally Turcotte, husband and wife
Trustee: Stewart Title of Boise
Beneficiary: Mountain West Bank

Order No. P-21582



Policy No. O-9993-3208857

SCHEDULE B

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

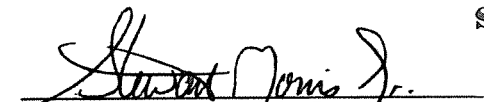
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

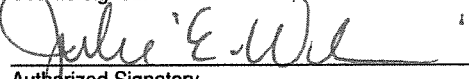
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY


Chairman of the Board


President

Countersigned:


Authorized Signatory



AMERITITLE
Company

PAYETTE, IDAHO
City, State

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters, when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P. O. Box 2029, Houston, Texas 77252-2029.

339789

AFTER RECORDING MAIL TO:

Roger T. Turcotte Sr.
9568 W. Golden View Dr.
Star, Idaho 83669

Instrument # 339789

PAYETTE COUNTY

2006-11-03

11:02:00 No. of Pages: 3

Recorded for : ROGER T TURCOTTE SR

BETTY J DRESSEN

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: QUITCLAIM DEED

Kathryn A. Turcotte
Deeds

QUIT CLAIM DEED

For Value Received, **Roger T. Turcotte Sr. And Sally J. Turcotte**, Grantors of **Star, County of Ada, State of Idaho** hereby Quitclaim to **LAZY RIVER MOBILE RETREAT LLC**, the survivor thereof and successors thereto, with full power and authority to sell, transfer, convey, encumber and mortgage, whose address is **9568 W. Golden View Drive, Star, Idaho 83669**, the following described premises; the **Real Property** or its address is commonly known as **11575 NORTH RIVER ROAD, PAYETTE, ID 83661**, in **Payette County, State of Idaho**. The **Real Property tax identification number** is **0026370040**, to wit:

A portion of Block 7 of Assessor's WOODSPUR TRACT, as per Plat in Book 1, Page 44, plat Records, Payette County, Idaho, said tract of land being situate within the NW1/4 of Section 11, Township 9 North, Range 5 West, Boise Meridian and described as follows: (See Exhibit A, which is attached to this Quit Claim Deed.)

A portion of Block 8 of Assessor's WOODSPUR TRACT, ASPER Plat in Book 1, Page 44, Plat Records, Payette County, Idaho, said tract of land being situate within the NW1/4 of Section 11, Township 9 North, Range 5 West, Boise Meridian, and described as follows: (See Exhibit A, which is attached to this Quit Claim Deed.)

339789

Together with their appurtenances.

Dated: 27 October 2006

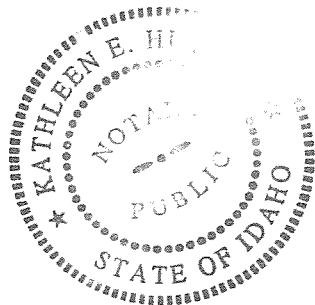
Roger T. Turcotte Sr.
Roger T. Turcotte Sr.

Sally J. Turcotte
Sally J. Turcotte

STATE OF IDAHO)
 : SS
COUNTY OF ADA)

On this 27 day of **October 2006**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Roger T. Turcotte Sr.**, And **Sally J. Turcotte**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in their authorized capacities, and that, by their signature on the instrument, the persons executed the instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Kathleen E. Hill
NOTARY PUBLIC for the State of Idaho

3/22/08 Expiration

339789

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thence meandering along the East bank of the Snake River, N 2°45' E, 400 feet;
thence N 8°5' W, 462 feet to the Place of Beginning.