

RECEIVED

DEC 02 2010

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
79-4126A	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: GARY OLSEN

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): John D Ide, Phyllis Ide

Name of each new owner as listed on the conveyance document

Jeffrey IdeNew owner continued Name connector ☐ and ☐ or ☒ and/or3036 MAUNA LOA CT

Mailing address

SAN JOSE

City

State

ZIP

(408) 593-9826

Telephone

CDABUCKHUNTER@AOL.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: 10/14/10

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: John D Ide Phyllis Ide

Signature of new owner/claimant

Title, if applicable

Date

11/28/10Signature: Jeffrey Ide

Signature of new owner/claimant

Title, if applicable

Date

11/28/10

For IDWR Office Use Only:

Received by SR7

Date

12/2/2010

Receipt No.

CO92171

Receipt Amt.

\$25-

Approved by _____

Processed by _____

Date _____

IDAHO COUNTY TITLE COMPANY, INC.

319 West Main Street
Grangeville, Idaho 83530

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



October 26, 2010

Dear John, Phyllis and Jeffrey,

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 cursive script, appearing to read "J. Paul Eimers".

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

enc.

475291

Instrument # 475291

IDAHO COUNTY, IDAHO,

10-15-2010

02:24:07

No. of Pages: 4

Recorded for : IDAHO COUNTY TITLE

ROSE E. GEHRING

Fee: 19.00

Ex-Officio Recorder Deputy

WARRANTY DEED

GRANTOR, GARY N. OLSEN, a single man, of P. O. Box 728, Clearfield, UT 84089, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to JOHN D. IDE and PHYLLIS IDE, husband and wife, of 8100 Stacey Hills Drive, Citrus Heights, CA 95601, and JEFFREY IDE, a single man, of 3036 Mauna Loa Ct., San Jose, CA 95132, 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 24 North, Range 1 East, Boise Meridian, Idaho
County, Idaho
Section 3:

A parcel of land located in Government Lot 7, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 3;
thence S 89°56'00" E, 2436.408 feet along the South line of said Section 3 to a meander corner on the westerly bank of the Salmon River;

thence N 37°22'24" W, 713.171 feet to the Initial Point of Beginning;

thence S 76°38'24" E, 25.467 feet to a 5/8"X30" rebar pin;

thence S 18°46'13" W, 152.644 feet to a 1/2" rebar pin by LS-998;

thence N 79°32'54" W, 69.773 feet to a property corner in a power pole;

thence S 06°12'14" W, 25.000 feet to a 1/2" rebar pin;

thence S 38°41'50" E, 75.437 feet to a 1/2" rebar pin;

thence S 31°18'14" W, 26.352 feet to a 5/8"X30" rebar pin;

thence N 77°47'49" W, 125.000 feet to a 1/2" rebar pin;

thence N 08°24'34" E, 255.250 feet to a 5/8"X30" rebar pin;

thence S 76°38'24" E, 151.126 feet back to the Point of Beginning.

Sometimes known as Assessor's Tax No. 220.

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

Subject to:

1. General taxes for the year 2010, which are a lien, not yet due and payable.

2. Excepting and reserving, however, to the UNITED STATES OF AMERICA all the coal and other minerals in the lands so

1 entered and patented, together with the right to prospect for,
2 mine and remove the same pursuant to the provisions and
3 limitations of the Act of December 29, 1916 (39 Stat., 862).
4 Reserving unto the UNITED STATES, it permittee or licensee,
5 the right to enter upon or occupy and use any part or all of
6 said lands for the purposes provided in the Act of June 10,
7 1920, (41 Stat., 1063) and subject to the conditions and
8 limitations of Section 24 of said Act, as set forth in Patent
9 recorded as Instrument No. 92557, Book 58 of Deeds, page 406,
10 recorded April 25, 1930, records of Idaho County, Idaho, and
11 subject to all other terms and conditions of said patent.

12 3. Easement, including the terms and conditions thereof, by
13 and between GEORGE E. BOODRY, Grantor, and THE PACIFIC
14 TELEPHONE AND TELEGRAPH COMPANY, a corporation, Grantee,
15 recorded April 6, 1931, under Instrument No. 95314, Book 59
16 page 324, records of Idaho County, Idaho.

17 4. Power Line Easement, including the terms and conditions
18 thereof, by and between R. M. SPICKELMIRE and HAZEL J.
19 SPICKELMIRE, Grantors, to IDAHO POWER COMPANY, a corporation,
20 Grantee, recorded September 9, 1977, under Instrument No.
21 269984, records of Idaho County, Idaho.

22 5. Right of Way as set forth in Quitclaim Deed, including the
23 terms and conditions thereof, by and between RICHARD M.
24 SPICKELMIRE and HAZEL SPICKELMIRE, husband and wife, to HOWARD
25 SMITH and WILMA SMITH, husband and wife, and PATRICK L. MAREK
26 and SHARIANN MAREK, husband and wife, and DONALD EARL HAGEN
27 and MARIE L. HAGEN, husband and wife, and GARY C. SWIFT and
LYNDA L. SWIFT, husband and wife, recorded June 14, 1979,
under Instrument No. 279382, records of Idaho County, Idaho.

6. Matters as shown on Survey No. S-73, recorded August 27,
1979, under Instrument No. 280654; Survey No. S-178, recorded
August 27, 1981, under Instrument No. 293369; and Survey No.
S-1026, recorded June 29, 1995, under Instrument No. 380869;
all records of Idaho County, Idaho.

7. Subject to the terms and conditions as contained in
Warranty Deed, by and between HAZEL J. SPICKELMIRE a/k/a HAZEL
SPICKELMIRE, and STATE OF IDAHO, IDAHO TRANSPORTATION
DEPARTMENT, recorded September 26, 1994, under Instrument No.
376675; and Quitclaim Deed, recorded April 27, 1995, under
Instrument No. 379946; all records of Idaho County, Idaho.

8. Restrictive Covenants and Requirements Concerning Shared
Well Use, including the terms and conditions thereof, recorded
May 6, 1996, under Instrument No. 386656, records of Idaho
County, Idaho.

1. 9. Easement as contained in Warranty Deed, including the
2 terms and conditions thereof, by and between JOHNNIE J.
3 JOHNSON and C. JOANNE JOHNSON, husband and wife, and WILLIAM
4 GUIDO and MAUREEN GUIDO, husband and wife, recorded May 6,
1996, under Instrument No. 386658, records of Idaho County,
Idaho.

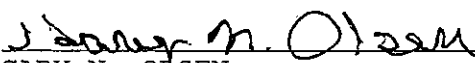
5 10. Easement as contained in Warranty Deed, including the
6 terms and conditions thereof, by and between JOHNNIE J.
7 JOHNSON and JOANNE JOHNSON, a/k/a CYNTHIA JOANNE JOHNSON,
8 husband and wife, and WILLIAM S. GUIDO and MAUREEN H. GUIDO,
husband and wife, recorded July 9, 1999, under Instrument No.
0406994, records of Idaho County, Idaho.

9 TO HAVE AND TO HOLD the said premises, with their
10 appurtenances, unto the said Grantees, their heirs and assigns
11 forever. And the said Grantors do hereby covenant to and with the
12 said Grantees that they are the owners in fee simple of said
13 premises; that they are free from all encumbrances, and that they
14 will warrant and defend the same from all lawful claims whatsoever,
except general taxes for the year 2010, and easements,
reservations, restrictions and rights-of-way of record or in use.

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

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

25 IN WITNESS WHEREOF, Grantor has hereunto subscribed his name
26 to this instrument this 12th day of October, 2010.

27 
GARY N. OLSEN

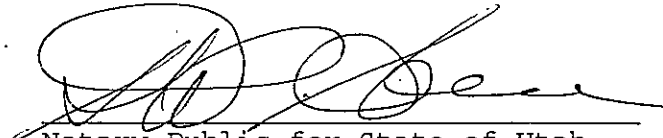
1 STATE OF UTAH)
2 County of Davis)^{ss.}

3 On this 12th day of October, 2010, before me,
4 Stephanie L. Smith, a Notary for the said County and
5 State, personally appeared GARY N. OLSEN, a single man, known or
6 identified to me to be the person whose name is subscribed to the
7 within instrument, and he acknowledged to me that he freely
8 executed the same and that the statements therein contained are
9 true.

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

12
13 (NOTARY SEAL)




Notary Public for State of Utah.
Residing at Layton, UT 84040, therein.
My commission expires on 03-27, 2013.

0382

Page 1

07/26/2010

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 79-4126A

WATER RIGHT NUMBER: 79-4126A

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	HAZEL SPICKELMIRE PO BOX 1143 RIGGINS, ID 83549 (208)628-3238
Original Owner	HOWARD SMITH PO BOX 8 RIGGINS, ID 83549 (208)628-3238
Original Owner	RUTH JANE HAMILL PO BOX 1104 RIGGINS, ID 83549 (208)628-3711
Original Owner	WILMA SMITH PO BOX 8 RIGGINS, ID 83549 (208)628-3238
Original Owner	ROLAND HAMILL PO BOX 1104 RIGGINS, ID 83549 (208)628-3711
Current Owner	GARY N OLSEN PO BOX 728 CLEARFIELD, UT 84089 (801)825-2795

I John Dept
of water
recourses

Priority Date: 06/01/1963

Basis: Decreed

Status: Active

Source

SPRINGS

Tributary

RACE CREEK

Beneficial Use

DOMESTIC

From _____ To _____

1/01 to 12/31

Diversion Rate

0.140 CFS

Annual Volume

Total Diversion: 0.140 CFS

Location of Point(s) of Diversion

SPRINGS

SE1/4NE1/4NW1/4

Sec. 10, Twp 24N, Rge 01E, B.M.

IDAHO County

Place of Use

DOMESTIC

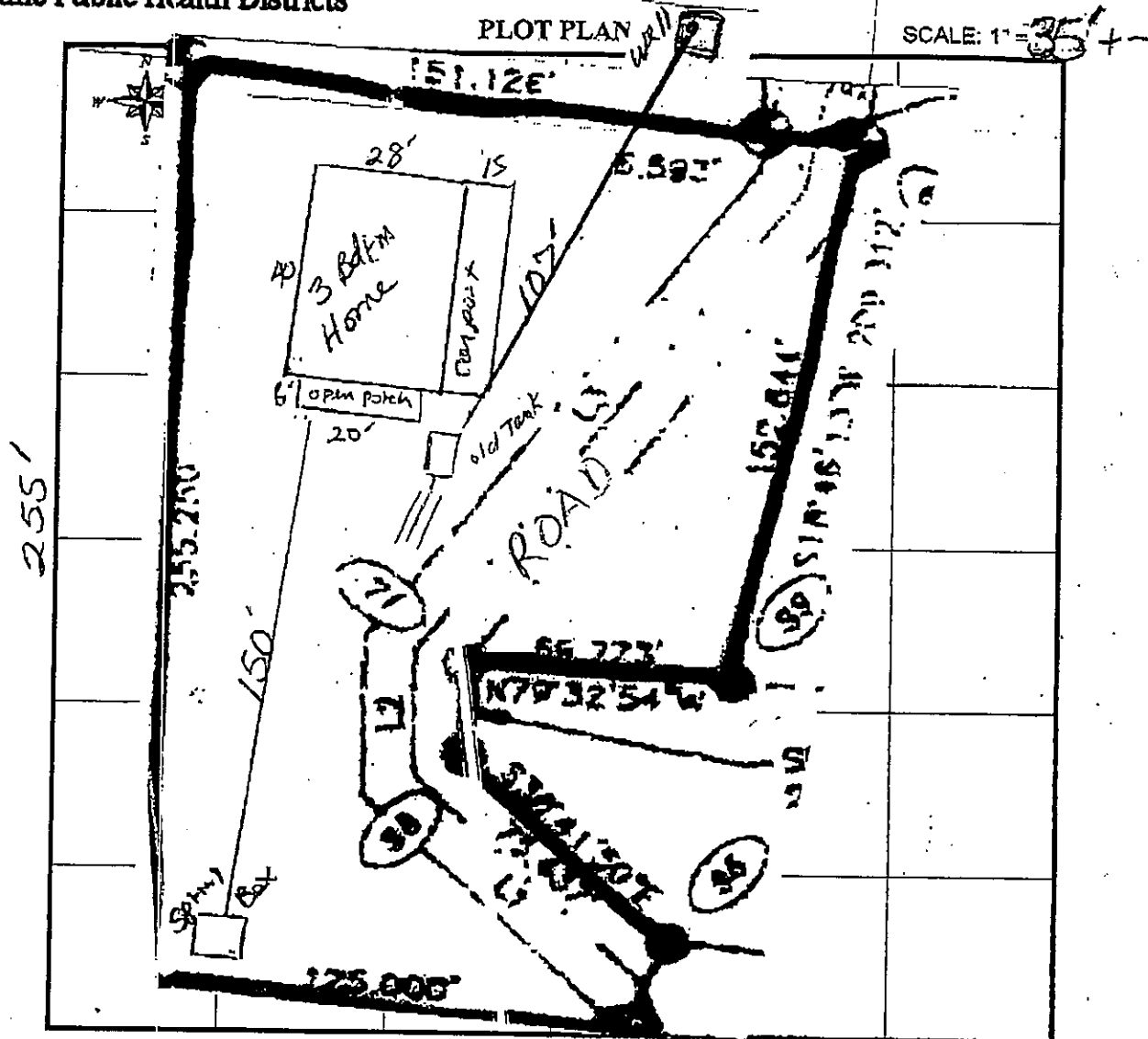
[illegible]



Public Health
Prevent. Promote. Protect.

Idaho Public Health Districts

Please draw an aerial view of the property showing the outline of buildings, property lines, well location(s), water lines, location of septic tank and drainfields, location of drainfield replacement area, ditches and streams, easements and right of ways, driveway and parking area, cut banks, and location of street or road. Indicate dimensions and separation distances of each from septic tank and drainfield.



Public Health - INCD, Lewiston, ID 83501, Phone: 208-799-3100 Fax: 208-799-0349

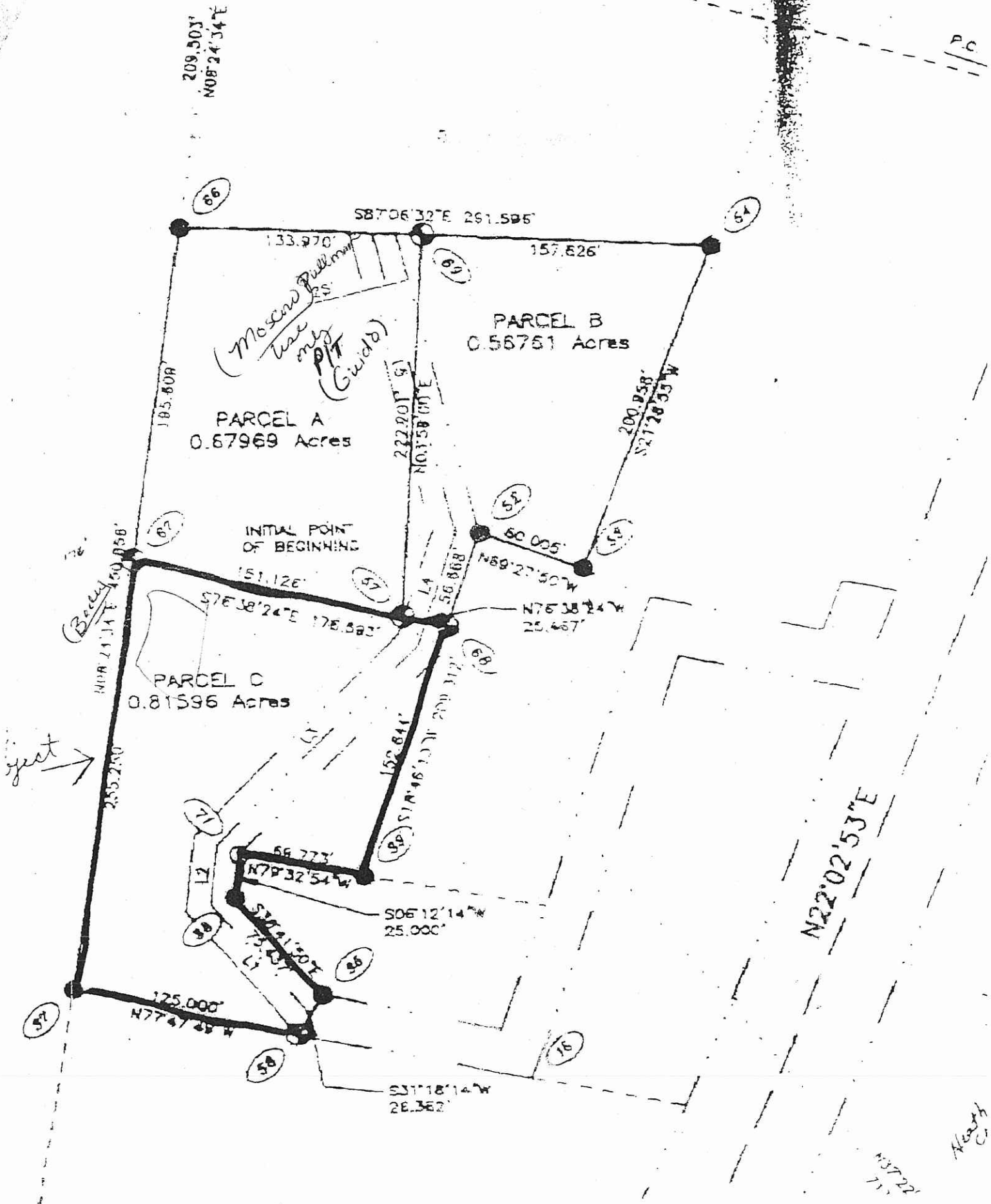
SIGNATURE: _____ DATE: _____

By my signature above, I certify that all answers and statements on this application are true and complete to the best of my knowledge. I understand that should evaluation disclose untruthful or misleading answers, my application may be rejected or my permit canceled. I understand that any deviation from the plans, conditions, and specifications, is prohibited unless it is approved in advance by the Director or his designee. I hereby authorize the Health District to have access to this property for the purpose of conducting a site-evaluation.

(Official Use Only)

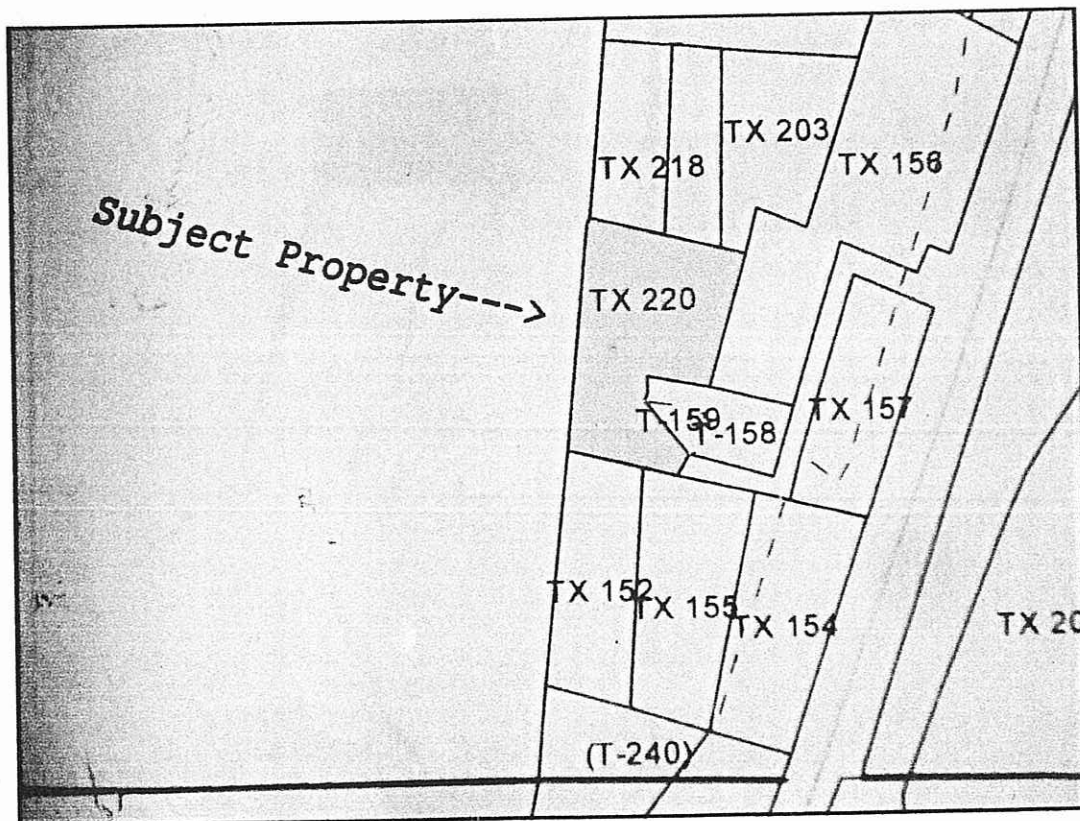
Permit # _____ Parcel # _____ Computer # _____

Plot Plan Approval Date: _____ EHS Name: _____ EHS #: _____



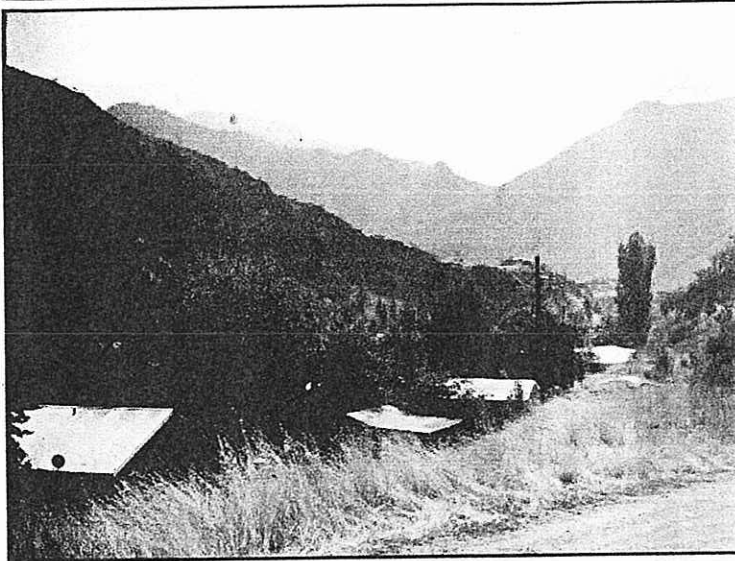
Plat Map

Borrower/Client	IDE, JOHN AND PHYLLIS				
Property Address	132 TIME ZONE BRIDGE RD				
City	RIGGINS	County	IDAHO	State	ID Zip Code 83549
Lender	WELL FARGO BANK, N.A.				



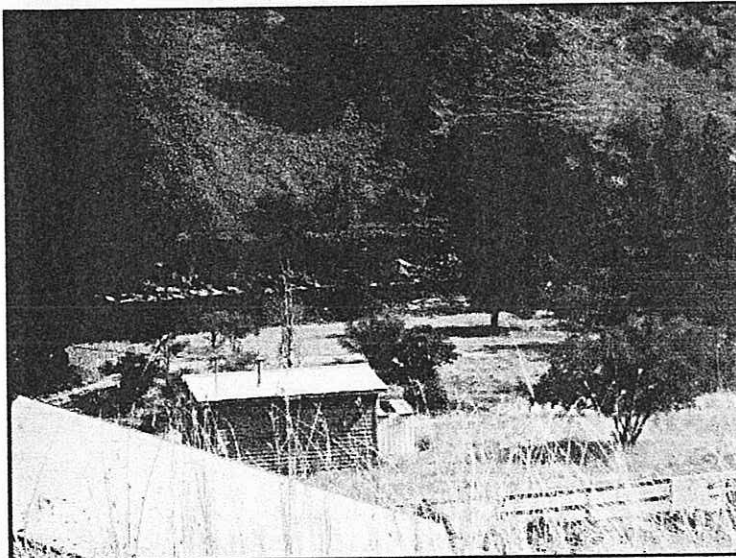
Subject Photo Page

Borrower/Client	IDE, JOHN AND PHYLLIS				
Property Address	132 TIME ZONE BRIDGE RD				
City	RIGGINS	County	IDAHO	State	ID Zip Code 83549
Lender	WELL FARGO BANK, N.A.				

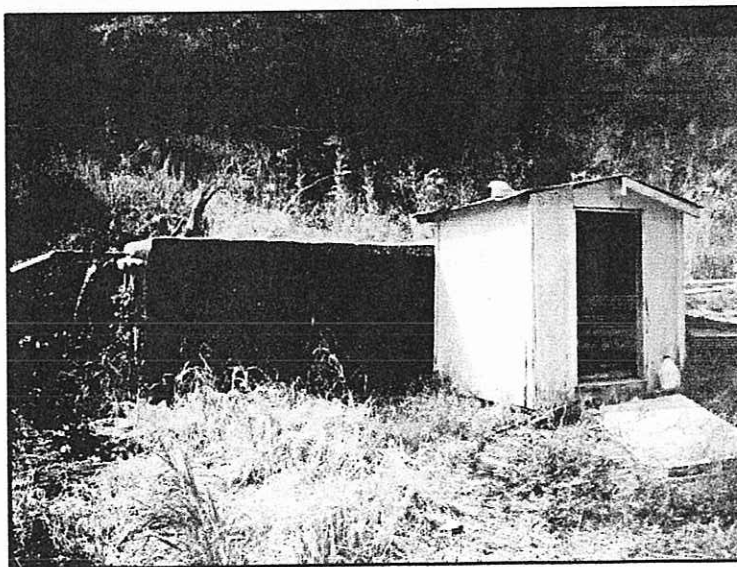


Canyon View

132 TIME ZONE BRIDGE RD
Sales Price 84,000
G.L.A. 1,120
Tot. Rooms 6
Tot. Bedrms. 3
Tot. Bathrms. 1
Location SUBURBAN
View RIVER/CANYN
Site .82 AC
Quality AVERAGE
Age 32



River View



Spring on Property