

RECEIVED

JAN 13 2011

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?
72-10187	Yes ☐		Yes ☐		Yes ☐
72-10188	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: RICHARD D & HOLLY B SMITH
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): STEPHEN E ROBERTS, TRUSTEE ROBERTS FAMILY TRUST 9-6-1978
Name of each new owner as listed on the conveyance document

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

HC 80 BOX 738 RICHFIELD, UTAH 84701

Mailing address

RICHFIELD, UTAH 84701

City State ZIP

435-896-5674 Steve@UNIVERSALDrilling.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: 12-15-2010
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.
- SUPPORT DATA
IN FILE # 72-10187

7. Signature: [Signature] TRUSTEE 1-11-2011
Signature of new owner/claimant Title, if applicable Date

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

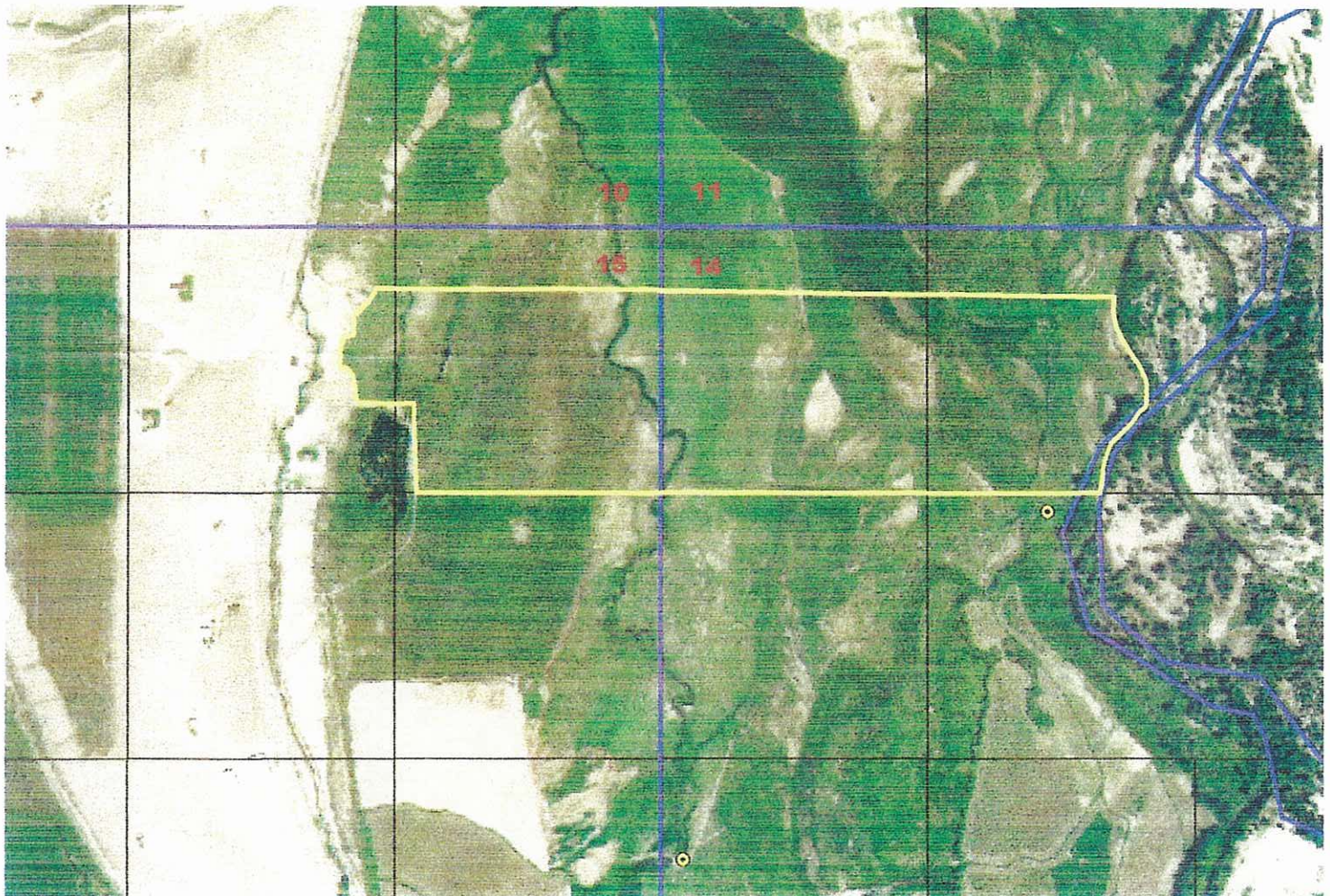
For IDWR Office Use Only:

Received by SKT Date 1/13/2011 Receipt No. CG92328 Receipt Amt. \$50-

Approved by _____ Processed by SKT Date 1-24-11

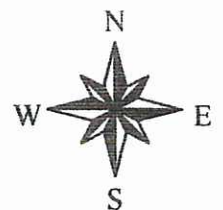
IDAHO DEPARTMENT OF WATER RESOURCES

72-10187



0 660 1320 1980 Feet

RECOMMENDED PLACE OF USE
DATA ENTRY ON JAN.15, 1999
TWP 14N, R19E, SEC.14 & 15



-  RECOMMENDED PLACE OF USE
-  RECOMMENDED POINT OF DIVERSION
-  SECTION LINES
-  QUARTER QUARTER LINES

GIS PLACE OF USE PRESENTATION
USFS 1992 AERIAL PHOTOGRAPHY
DATA ENTRY BY JEANIE ROBERTSON



Pioneer Title Co.

GOING BEYOND

1500 South Washington Avenue, Suite B / Emmett, Idaho
83617 / (208) 365-5343

102698

READ AND APPROVED
[Signature]

WARRANTY DEED

For Value Received

Richard D. Smith and Holly B. Smith, Trustees of the Richard D. Smith and Holly B. Smith

Revocable Living Trust, dated May 21, 2001 *(SER)*

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Stephen E. Roberts, Trustee of the Roberts Family Trust, dated September 6, 1978

hereinafter referred to as Grantee, whose current address is:

H.C. 80 BOX 738 RICHFIELD, UTAH 84701

the following described premises, to-wit:

See Attached EXHIBIT A

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: December 10, 2010

The Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 21, 2001 *(SER)*

Richard D. Smith, Trustee

Holly B. Smith, Trustee

State of _____

ss.

County of _____

On this _____ day of December, 2010, before me, the undersigned, a Notary Public, in and for said State, personally appeared Richard D. Smith and Holly B. Smith, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument as trustees of the Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 21, 2001 and acknowledged to me that they executed the same as such trustees.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)

EXCHANGE AGREEMENT

AGREEMENT MADE, effective as of November 24, 2010, by and between RICHARD D. SMITH and HOLLY B. SMITH, trustees of The Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 21, 2001, of P.O. Box 675, Emmett, ID 83617, hereinafter referred to as Smiths, and STEPHEN E. ROBERTS and DORIS M. ROBERTS, trustees of The Roberts Family Trust, dated September 6, 1978, of HC 80 Box 738, Richfield, UT 84701, hereinafter referred to as Roberts.

In consideration of their mutual promises set out below, the parties agree as follows:

SECTION ONE PROPERTY TO BE EXCHANGED

Smiths agree to exchange property situated in Custer County, Idaho, more particularly described in Exhibit A that is attached hereto and incorporated herein by reference as if set out in full, referred to as the Smith Property, for the property of Roberts situated 1349 N. Forty, Wickenburg, AZ 85390, more particularly described in Exhibit B that is attached hereto and incorporated herein by reference as if set out in full, referred to as the Roberts Property. Roberts agree to exchange the Roberts Property for the Smith Property. Each property shall be transferred with all water rights associated with such property.

SECTION TWO ESTABLISHMENT OF ESCROW

Immediately following execution of this exchange agreement by both parties, escrows shall be established with Pioneer Title Company, located at 1500 S. Washington Ave., #B, Emmett, Idaho, and with Pioneer Title Company in Wickenburg, Arizona, designated as the escrow agents. Smith shall close their part of the transaction at Pioneer Title in Emmett, Idaho, and Roberts shall close their part of the transaction through Pioneer Title in Arizona.

EXHIBIT A

The land referred to in this commitment is situated in the State of Idaho, County of Custer and is described as follows:

TRACT I:

A parcel of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15, NW $\frac{1}{4}$ NW $\frac{1}{4}$ and Government Lot 2, Section 14, all in Township 14 North, Range 19 East, Boise Meridian Custer County, Idaho Described as:

Commencing at the South Quarter corner of said Section 10, from which the Southwest Corner of Section 9 bears South 89°57'43" West; thence 1313.99 feet on a bearing of North 89°35' East, to the Northeast Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15; thence South 0°18'09" East, 301.18 feet to the REAL POINT OF BEGINNING; thence 3653.56 feet on a bearing of North 89°35' East to a point of the Westerly bank of the Salmon River; thence the following courses and distances along said Westerly bank; thence South 5°30' West, 502.68 feet; thence South 30°00' East, 600.0 feet to a point on the South boundary of Lot 2, Section 14; thence South 89°30'45" West, 4537.59 feet to a point on the Easterly right of way of U.S. Highway 93; thence the following courses and distances along said Easterly right of way: North 8°01'31" East along the chord of a curve to the right having a central angle of 3°32'05" and a radius of 3224.30 feet; thence North 8°20'23" East, 733.23 feet; thence North 13°06'12" East, 109.05 feet; thence North 89°35' East, 473.33 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM

A parcel of land located in the NE $\frac{1}{4}$, Section 15, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 15, run thence South 73°51'19" West, a distance of 1943.62 feet to a point on the Easterly right of way of Highway 93 the POINT OF BEGINNING; thence South 87°43'18" East, a distance of 175.56 feet; thence South 02°43'01" West, a distance of 266.13 feet; thence South 89°51'41" East, a distance of 467.85 feet; thence South 02°39'25" East, a distance of 516.44 feet; thence South 89°29'21" West, a distance of 735.00 feet to a point on the Easterly right of way of Highway 93; thence along a curve to the right having a Central angle of 3°08'41.5", a radius of 3224.04 feet, a Tangent of 88.503 feet; thence North 06°05'46" East, a distance of 623.54 feet to the POINT OF BEGINNING.

CONTINUED:

EXHIBIT A-

TRACT II:

A parcel of land located in the NE¼ of Section 15, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 15, from which the NW corner of said Section bears South 89°47'13" West a distance of 2626.87 feet., the Basis of Bearing for this description, run thence South 38°14'33" East a distance of 1189.13 feet to a point on the easterly right-of-way of U.S. Highway 93 and the POINT OF BEGINNING;

thence North 08°32'26" East along said right-of-way a distance of 425.79 feet;

thence South 85°16'38" East a distance of 175.56 feet;

thence South 05°09'41" West a distance of 266.13 feet;

thence 87°25'01" East a distance of 128.30 feet, to a point on an existing fence line extended; thence South 08°34'44" West a distance of 221.36 feet to an existing fence corner, thence North 74°57'58" West a distance of 320.37 feet to the POINT OF BEGINNING as shown by the record of survey filed January 21, 2009, as instrument No. 240298, records of Custer County, Idaho.

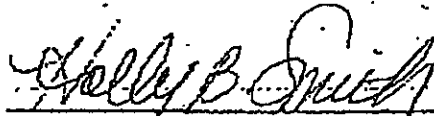
SECTION TWENTY
GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

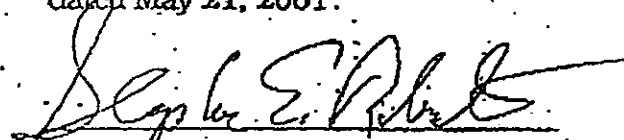
Each party to this agreement has caused it to be executed at the place and on the date indicated below.



RICHARD D. SMITH, Trustee of
The Richard D. Smith and Holly B.
Smith Revocable Living Trust,
dated May 21, 2001.



HOLLY B. SMITH, Trustee of
The Richard D. Smith and Holly B.
Smith Revocable Living Trust,
dated May 21, 2001.



STEPHEN E. ROBERTS, Trustee of
The Roberts Family Trust,
dated September 6, 1978



DORIS M. ROBERTS, Trustee of
The Roberts Family Trust,
dated September 6, 1978

EXCHANGE AGREEMENT - Page 6

Exhibit "B"

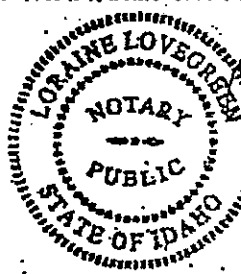
STATE OF IDAHO)

) ss.

County of Gem)

On this 24th day of November, 2010, before me, the undersigned, a Notary Public for said State, personally appeared RICHARD D. SMITH and HOLLY B. SMITH, known to me to be the trustees of The Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 21, 2001, and acknowledged to me that they executed the same as such trustees.

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



Loraine Lovegren
Notary Public for Idaho
Residing at Emmett, Idaho
My Commission Expires March 15, 2016

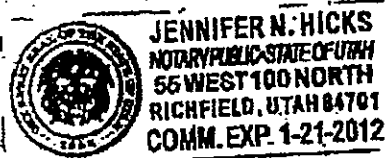
STATE OF UTAH)

) ss.

County of Peru)

On this 24th day of November, 2010, before me, the undersigned, a Notary Public for said State, personally appeared STEPHEN E. ROBERTS and DORIS M. ROBERTS, known to me to be the trustees of The Roberts Family Trust, dated September 6, 1978, and acknowledged to me that they executed the same as such trustees.

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



Jennifer N. Hicks
Notary Public for Utah
Residing at Peru Co, Ut
My Commission Expires 1-21-2012

EXCHANGE AGREEMENT - Page 7



Pioneer Title Co.

GOING BEYOND

1500 South Washington Avenue, Suite B / Emmet, Idaho
83617 / (208) 365-5343

102698

RECEIVED

JAN 26 2011

DEPARTMENT OF
WATER RESOURCES

WARRANTY DEED

For Value Received

Richard D. Smith and Holly B. Smith, Trustees of the Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 1, 2001 who erroneously acquired title as Richard D. Smith and Holly B. Smith, Trustees of the Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 21, 2001

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Stephen E. Roberts, Trustee of the Roberts Family Trust, dated September 6, 1978

hereinafter referred to as Grantee, whose current address is:

HC 50 Box 738, Richfield, UT 84701

the following described premises, to-wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: December 13, 2010

The Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 1, 2001

Richard D. Smith
Richard D. Smith, Trustee

Holly B. Smith
Holly B. Smith, Trustee

State of Arizona
County of Maricopa

SS.

On this 13th day of December, 2010, before me, the undersigned, a Notary Public, in and for said State, personally appeared Richard D. Smith and Holly B. Smith, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument as trustees of the Richard D. Smith and Holly B. Smith Revocable Living Trust, dated May 1, 2001 and acknowledged to me that they executed the same as such trustees.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL)

Pearl F. [Signature]

OFFICIAL SEAL

Residing at
Commission Expires:

Wittmann R^v

7.30.2013

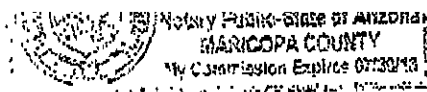


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CONTINUED:

EXHIBIT A-continued:**TRACT II:**

A parcel of land located in the NE¼ of Section 15, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 15, from which the NW corner of said Section bears South 89°47'13" West a distance of 2626.87 feet., the Basis of Bearing for this description, run thence South 38°14'33" East a distance of 1189.13 feet to a point on the easterly right-of-way of U.S. Highway 93 and the POINT OF BEGINNING;

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thence South 05°09'41" West a distance of 266.13 feet;

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