

RECEIVED

MAR 1 2006
DEPARTMENT OF
WATER RESOURCES

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MAR 06 2006

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIPPlease print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
787256					

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts. *WAIVED*

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

MARY SHINNERS SULLIVAN
904 E. C. KETON P.O. BOX 435, LEWISTON, ID 83501

4. New Owner/Claimant(s)

MICHAEL O'LEARY

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. BOX #435

City, State and ZIP Code

Riggins, Idaho 83549

New Telephone Number

() NONE

5. Date you acquired the property

AUG 6 - 2002

SUPPORT DATA

IN FILE # *78-7256*

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>78-7256</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Michael O'Leary

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR <u>gmh</u> Date <u>10-24-08</u>

WARRANTY DEED

THIS INDENTURE, made on this 6th day of August, 2002, by and between DOLINA C. GILL, a single person, of P.O. Box 2, Riggins, ID 83549, hereinafter referred to as Grantor, to MICHAEL E. O'LEARY, a single person, of P.O. Box 435, Riggins, ID 83549, hereinafter referred to as Grantee.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10), lawful money of the United States of America, and other good and valuable considerations, to her in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, having granted, bargained, sold, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantee, his heirs and assigns, all the following described real property situate in the County of Idaho, State of Idaho, to wit:

See Exhibit A, which is attached hereto and hereby incorporated by this reference.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, and interest in and to the said property as well in law as in equity of the said Grantor.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said Grantee, his heirs and assigns forever.

And the said Grantor, for herself, her heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said Grantee, his heirs and assigns that at the time of the ensealing and delivery of these presents it was well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, and have good right, full power, and lawful authority to grant, bargain, sell, and convey the same in the manner and form aforesaid, and that the same are free and clear from all and former grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, EXCEPT:

- a) General taxes for the year 2002, which are a lien, not yet due and payable.
- b) Right of Way Easement, including the terms and conditions thereof, by and between ELGIE B. BRATLAND and JOHN BRATLAND and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., recorded August 25, 1932, in Book 60 page 436, records of Idaho County, Idaho.
- c) Subject to the terms and conditions as set forth in Right of Way Deed, by and between DEWEY M. AUCHTER and STELLA E. AUCHTER, husband and wife,

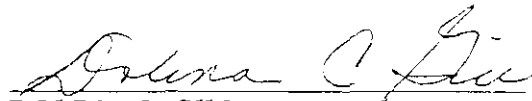
and ROY SULLIVAN and MARY SULLIVAN, his wife, first parties, and the STATE OF IDAHO, second party, recorded May 11, 1961, under Instrument No. 205146, in Book 95, page 237, records of Idaho County, Idaho.

- d) Reservation as set forth in Warranty Deed, including the terms and conditions thereof, by and between ROY SULLIVAN and MARY SULLIVAN, husband and wife, Grantors, and CHARLES W. WALL and CORA M. WALL, husband and wife, Grantees, recorded May 2, 1984, under Instrument No. 312573, records of Idaho County, Idaho.

And that the above bargained premises, in the quiet and peaceable possession of the said Grantee, his heirs and assigns, against all and every person or persons lawfully claiming or to claim whole or any part thereof, the said Grantor will and shall WARRANT AND FOREVER DEFEND.

That this deed is given by Grantor to Grantee not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantee to Grantor.

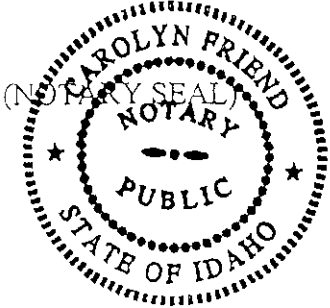
IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.

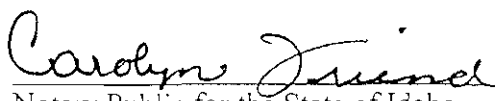

DOLINA C. GILL

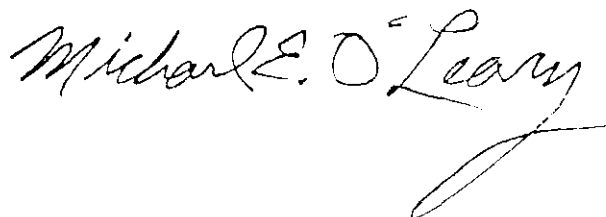
STATE OF IDAHO)
 ss
County of Idaho)

On this 6th day of August, 2002, before me a Notary Public in and for said County and State, personally appeared DOLINA C. GILL, a single person, known to me to be the person whose name is subscribed to the within instrument and she acknowledge to me that she 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 Riggins, therein.
My commission expires 08-05-2004.



ESCROW INSTRUCTIONS

TO: IDAHO COUNTY TITLE COMPANY, INC.
319 West Main Street
Grangeville, Idaho 83530

Escrow Officer: Paul Eimers

Commitment File No. 15981

Escrow No. 02-196

Date August 8, 2002

I have handed to Blevins Agency earnest money in the amount of \$20.00
I will sign a Promissory Note and a Deed of Trust in the amount of \$17,980.00

For a Total Purchase Price of \$18,000.00

which you are instructed to use when you can obtain a ALTA Standard Coverage Owner's form policy of title insurance containing the insuring clauses, exceptions, exclusions, provisions and stipulations customarily contained in the printed provisions of such form with liability not less than \$18,000.00, describing the land in the County of Idaho, State of Idaho described as:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 4: A parcel of land situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows: Beginning at the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 4, Township 22 North, Range 1 East, B.M., Idaho County, Idaho, a brass cap set in concrete four inches below level, thence South 354.82 feet and East 253.27 feet to a Highway Marker labeled 602+19.5 on the westerly R/W of U. S. Highway 95, the real point of beginning; thence S.54°07'W., 130.64 feet to a $\frac{1}{2}$ " rebar, thence S.45°35'E., 127.07 feet to a 4" dbh pine, thence S.25°29'27"W., 44.00 feet to a $\frac{1}{2}$ " pipe, thence N.71°07'53"W., 196.23 feet to a 5/8" rebar, thence N.56°05'39"E., 134.32 feet to a $\frac{1}{2}$ " rebar, thence N.13°53'32"W., 101.50 feet to a $\frac{1}{2}$ " rebar, thence N.53°16'29"E., 89.24 feet to a $\frac{1}{2}$ " rebar, thence S.37°20'13"E., 104.69 feet to the Point of Beginning.

showing the Fee title in said land vested in: MICHAEL E. O'LEARY, a single man

SUBJECT TO:

1. Covenants, conditions, restrictions, easements, rights, and rights of way of record, if any.
2. General taxes for the year 2002, which are a lien, not yet due and payable.
3. Right of Way Easement, including the terms and conditions thereof, by and between ELGIE B. BRATLAND and JOHN BRATLAND and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., recorded August 25, 1932, in Book 60 page 436, records of Idaho County,

Idaho.

4. Subject to the terms and conditions as set forth in Right of Way Deed, by and between DEWEY M. AUCHTER and STELLA E. AUCHTER, husband and wife, and ROY SULLIVAN and MARY SULLIVAN, his wife, first parties, and the STATE OF IDAHO, second party, recorded May 11, 1961, under Instrument No. 205146, in Book 95 page 237, records of Idaho County, Idaho.
5. Reservation as set forth in Warranty Deed, including the terms and conditions thereof, by and between ROY SULLIVAN and MARY SULLIVAN, husband and wife, Grantors, and CHARLES W. WALL and CORA M. WALL, husband and wife, Grantees, recorded May 2, 1984, under Instrument No. 312573, records of Idaho County, Idaho.

PRORATE as of August 8, 2002 the following: taxes for current year;

Assume a 30 day month in any prorate herein provided, and unless the parties otherwise instruct you, you are to use the information contained in last available tax statement, rental statement as provided by the seller, beneficiary's statement, and fire insurance policies delivered into escrow for the prorates provided above. In the event any beneficiary's statement reveals a deposit, account or funds for a future payment of taxes, insurance or other future payment obligations of the loan, you are to n/a

Your agency as escrow holder shall terminate six months following the date set forth next below, and shall be subject to earlier revocation by receipt by you prior to close of escrow of written notice signed, (1) in case this escrow has not been placed in a condition to close by September 9, 2002, by any party hereto, or (2) if received prior to said date, but after (there shall have been) a failure of a condition or performance to be complied with or performed on or before a date, or within a period, stated herein, then by any party other than a party responsible for such compliance or performance. Any such revocation shall be effective upon receipt of such notice, but you shall not return the documents or deposits of the revoking party prior to ten days after you have mailed a copy of such notice to each of the other parties. Your knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to your responsibility under these instructions. No notice, demand or change of instructions, except a demand for revocation made in accordance with the foregoing paragraph, shall be of any effect in this escrow unless given in writing by all parties affected thereby.

Proceeds of this escrow may be disbursed by your check payable to the parties as their names are signed hereon, and your checks and documents may be mailed to the addresses set forth in these instructions

You are instructed to furnish to any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

423770 Id. Co. Id. state

WARRANTY DEED

THIS INDENTURE, made on this 6th day of August, 2002, by and between DOLINA C. GILL, a single person, of P.O. Box 2, Riggins, ID 83549, hereinafter referred to as Grantor, to MICHAEL E. O'LEARY, a single person, of P.O. Box 435, Riggins, ID 83549, hereinafter referred to as Grantee.

WITNESSETH:

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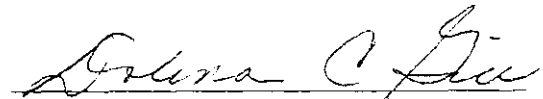
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That this deed is given by Grantor to Grantee not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantee to Grantor.

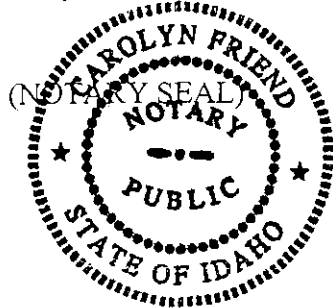
IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.


DOLINA C. GILL

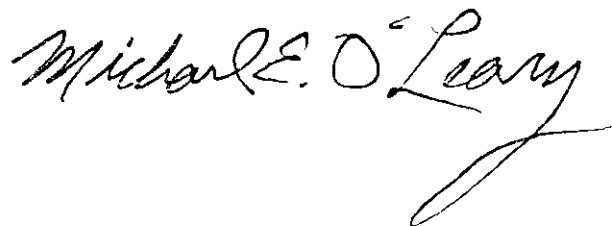
STATE OF IDAHO)
 ss
County of Idaho)

On this 6th day of August, 2002, before me a Notary Public in and for said County and State, personally appeared DOLINA C. GILL, a single person, known to me to be the person whose name is subscribed to the within instrument and she acknowledge to me that she 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 Reggans, therein.
My commission expires 08-05-2004.



312513

(Optional)
 Recorded ☐ Platted ☐ Key Punched ☐ Treasurer ☐
 Microfilmed ☐ Deed Card ☐ Master File ☐
 Indexed ☐ Compared ☐ Abstracted ☐
 COMPUTER ☒
 INDEXED ☒
 FILMED ☒
 ASSISTANT ☒

WARRANTY DEED

ROY SULLIVAN and MARY SULLIVAN, husband and wife.

of Riggins County of Idaho
 hereby CONVEYS or GRANTS and WARRANTS TO

GRANTOR(S)
 State of Idaho

CHARLES W. WALL and CORA M. WALL, husband and wife

of Irwin County of
 for the sum of TEN and other valuable considerations
 the following described tract(s) of land in Idaho

GRANTEE(S)
 State of Pennsylvania
 Dollars (\$10.00)
 County State of Idaho:

See Exhibit "A" attached hereto
 and incorporated herein as if
 set forth in full.

Location of above described property

House No.

Street

WITNESS the hands of said Grantors this

day of A.D. 1977

Roy Sullivan
 ROY SULLIVAN
Mary Sullivan
 MARY SULLIVAN



State of Idaho
 County of Idaho

as On the day of A.D. 1977

personally appeared before me ROY SULLIVAN and MARY SULLIVAN,
 husband and wife,

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Residing at: *Leicester Arbo* My Commission expires: 4-3-80

MAIL DEED TO:

Mr. and Mrs. Charles W. Wall

107 Manchester Drive

Irwin, Pennsylvania 15642

MAIL TAX NOTICE TO:

Mr. and Mrs. Charles W. Wall

Address 107 Manchester Drive

City & State Irwin, Pennsylvania 15642

STATE OF IDAHO
 County of *Idaho*
 I hereby certify that this instrument was
 filed for record at request of
Charles W. Wall
 at *Idaho* on the *2nd* day of *April*,
 A.D. 1977.
 In my office, and duly recorded in Book
 of *JOYCE G. HART*
 By *Margaret M. Hart*
 Notary Public for
 the State of Idaho
 Term: *4 years*

WARRANTY DEED

EXHIBIT "A"

A parcel of land situate in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), Section Four (4), Township Twenty-two (22) North, Range One (1), E.B.M., Idaho County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 4, Township 22 North, Range 1, E.B.M., Idaho County, Idaho, a brass cap set in concrete four inches below level, thence South 354.82 feet and East 253.27 feet to a Highway Marker labeled 602+19.5 on the westerly R/W of U. S. Highway 95, the rev. point of beginning;

Thence S54°07'47", 11.14 feet to a $\frac{1}{2}$ " rebar,
Thence S45°35'E, 12.67 feet to a 4" dbh pine,
Thence S25°29'27"W, 44.00 feet to a $\frac{1}{2}$ " pipe,
Thence N71°07'53"W, 196.23 feet to a 5/8" rebar,
Thence N56°05'39"E, 134.32 feet to a $\frac{1}{2}$ " rebar,
Thence N13°53'32"W, 101.50 feet to a $\frac{1}{2}$ " rebar,
Thence N53°16'29"E, 89.24 feet to a $\frac{1}{2}$ " rebar,
Thence S37°20'13"E, 104.69 feet to the point of beginning, containing 0.556 acres, more or less.

RESERVING unto the Grantors the two presently existing irrigation ditches running through the above described property with the right of ingress and egress thereto and the right of maintenance thereon.