

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

RECEIVED
OCT 13 2009
Department of Water Resources
Eastern Region

Please 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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
74-607		✓			

SUPPORT DATA

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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**.

IN FILE # 74-607

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

Rick + Sonny Pruett
545 Hwy 28
Salmon ID 83467

4. New Owner/Claimant(s)

Joseph L + Rebecca Adams
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

547 Hwy 28

City, State and ZIP Code

Salmon ID 83467

New Telephone Number

(208) 756-3092 Email: _____

5. Date you acquired the property

1-24-2002

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation	.06 cfs	2.0 ac
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

Joseph h. Adams
Rebecca Adams

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by DM
 Received by DM
 Processed by AJ

Date 10/13/09
 Date 10/13/09
 Date

Receipt Amt. \$100
 Receipt No. E035399
 WR Date

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledges thereof. In this Deed, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

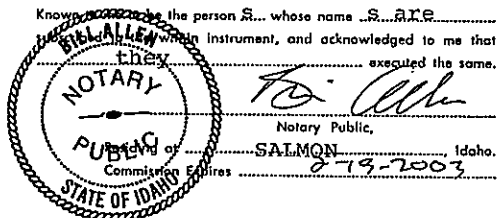
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Joseph L. Adams
JOSEPH L. ADAMS
Rebecca A. Adams
REBECCA A. ADAMS

STATE OF IDAHO, COUNTY OF Lemhi ss
On this 24th day of January, 192002
before me, a Notary Public in and for said State, personally appeared

JOSEPH L. ADAMS AND
REBECCA A. ADAMS

Known to me to be the person(s) whose name(s) are
in the within instrument, and acknowledged to me that
they executed the same.



State of Idaho)
County of Lemhi) SS No. 249590

This instrument was filed for record at the request

of Bill Allen Brown

at 2:55 clock Pm 1-30 2001

and duly filed and indexed in the records of Lemhi
County

Teri J. Morton
Ex-Officio Recorder

By Anna Taylor Deputy

Fee 9.00

Return to BAE

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated _____, 19____

Furnished through the
courtesy of

ALLIANCE
TITLE & ESCROW CORP.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

_____, Idaho, _____, 19____
, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty.

DEED OF TRUST

249590

THIS DEED OF TRUST, Made this 24th day of January, xx2002
 BETWEEN JOSEPH L. ADAMS and REBECCA A. ADAMS, husband and wife,
 aka JOSEPH LAWRENCE ADAMS AND REBECCA ANN ADAMS,
 whose address is 547 highway 28, Salmon, ID 83467, herein called GRANTOR,
 The Alliance Title & Escrow Corp., herein called TRUSTEE, and SALMON EDUCATION FOUNDATION, Inc.
 whose address is 907 Sharkey St., Salmon ID 83467, herein called BENEFICIARY.
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
 POWER OF SALE, that property in the County of Lemhi, State of Idaho, described as
 follows, and containing not more than forty acres:

SEE EXHIBIT "A" ATTACHED HERETO:

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
 Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
THIRTY THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- Dollars, (\$ 30,750.00),

final payment due May 24 2012
 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
 of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances
 or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances
 or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it
 shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
 good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
 formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
 not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
 cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
 any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-
 mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure
 or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and
 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which
 Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,
 with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to
 the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each
 month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust
 for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default
 under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of ex-
 penditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and
 without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such
 extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;
 appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,
 contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any
 such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned
 and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above pro-
 vided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due
 of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this
 Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee
 may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any
 extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee
 for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in
 any reconveyance executed under this deed of trust of any person shall be conclusive.

A FRACTION OF THE SW1/2 NE1/4, SECTION 24 T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SAID SECTION 24, FROM WHICH THE NE CORNER OF SECTION 24 BEARS N. 89° 57' 28" E., 2638.26 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 89° 57' 28" E. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 24 A DISTANCE OF 1319.13 FT. TO THE NE CORNER OF SAID W1/2NE1/4;

THENCE S. 00° 00' 05" W. ALONG THE EASTERLY BOUNDARY OF SAID W1/2NE1/4 A DISTANCE OF 2628.38 FT. TO THE SE CORNER OF SAID W1/2NE1/4;

THENCE S. 89° 53' 49" W. ALONG THE SOUTHERLY BOUNDARY OF SAID W1/2NE1/4 A DISTANCE OF 951.59 FT. TO THE POINT OF BEGINNING;

A FRACTION OF THE SW1/2 NE1/4, SECTION 24 T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SAID SECTION 24, FROM WHICH THE NE CORNER OF SECTION 24 BEARS N. 89° 57' 28" E., 2638.26 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 89° 57' 28" E. ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 24 A DISTANCE OF 1319.13 FT. TO THE NE CORNER OF SAID W1/2NE1/4;

THENCE S. 00° 00' 05" W. ALONG THE EASTERLY BOUNDARY OF SAID W1/2NE1/4 A DISTANCE OF 2628.38 FT. TO THE SE CORNER OF SAID W1/2NE1/4;

THENCE S. 89° 53' 49" W. ALONG THE SOUTHERLY BOUNDARY OF SAID W1/2NE1/4 A DISTANCE OF 951.59 FT. TO THE POINT OF BEGINNING;

CONTINUE THENCE S. 89° 53' 49" W. A DISTANCE OF 367.61 FT. TO THE CENTER 1/4 CORNER OF SAID SECTION 24;

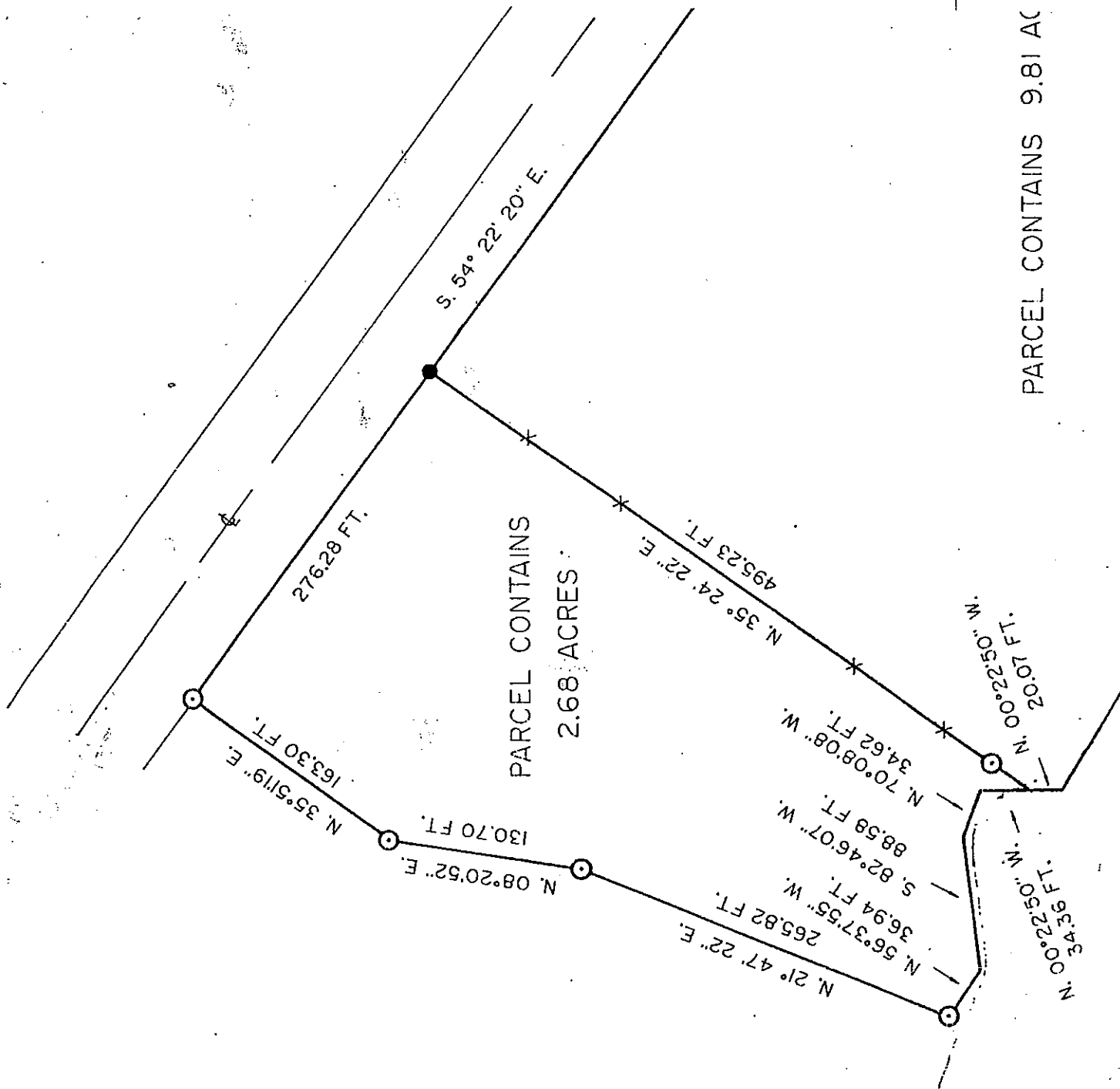
THENCE N. 00° 00' 10" E. ALONG THE WESTERLY BOUNDARY OF SAID W1/2NE1/4 A DISTANCE OF 600.67 FT.;

THENCE S. 87° 33' 01" E. A DISTANCE OF 367.94 FT.;

THENCE S. 00° 00' 10" W. A DISTANCE OF 584.29 FT. TO THE POINT OF BEGINNING.

AND ALSO;

Lot 13 in Block 6 of Sunset Heights Subdivision No. 3, according to the official plat thereof filed for record in Book 4 of Plats at Page No. 42, records of Lemhi County, ID





74-607



249545

WARRANTY DEED

 County of Lemhi } SS No. **249545**

This instrument was filed for record at the request

 Alliance Title
 4:06 p.m. 1-25-2002

 and duly filed and indexed in the records of Lemhi
 County Terri J. Morton
 Ex-Officio Recorder
By Shanda C. Cuthbert DeputyFee 6.00Return to AT

Order No.:307021024L-C

FOR VALUE RECEIVED

Donald Egbert and Joann Egbert, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Joseph L. Adams and Rebecca A. Adams, Husband and Wife

whose current address is

 547 HWY 28
 SALMON ID 83467

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

RECEIVED

NOV 19 2009

 Department of Water Resources
 Eastern Region

A PARCEL OF LAND LOCATED IN THE W1/2, SECTION 30, T. 21 N. R. 23 E.,
 BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 30 RUN
 THENCE N. 07° 11' 56" W. A DISTANCE OF 3182.05 FEET TO A POINT ON THE
 SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 28; THENCE N. 54° 22' 20" W.
 ALONG SAID RIGHT-OF-WAY A DISTANCE OF 808.50 FEET TO THE POINT OF
 BEGINNING;

THENCE S. 35° 24' 22" W. A DISTANCE OF 495.23 FT.;

THENCE N. 00° 22' 50" W. A DISTANCE OF 34.36 FT. TO A POINT ON THE
 NORTHERLY BANK OF THE LEMHI RIVER;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID BANK;

N. 70° 08' 08" W., 34.36 FT.;

S. 82° 46' 07" W., 88.58 FT.;

N. 56° 37' 55" W., 36.94 FT.;

THENCE N. 21° 47' 22" E. A DISTANCE OF 265.82 FT.;

THENCE N. 08° 20' 52" E. A DISTANCE OF 130.70 FT.;

THENCE N. 35° 51' 19" E. A DISTANCE OF 163.30 FT. TO A POINT ON THE
 SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 28;

THENCE S. 54° 22' 20" E. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 276.28
 FT. TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A 1969 20X40 MOBILE HOME FROM THE ABOVE
 DESCRIBED REAL PROPERTY.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns
 forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in
 fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions,
 covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 1/23/2002
Donald Egbert
 Donald Egbert

Joann Egbert
 Joann Egbert

249545

known or identified to me to be the person(s) whose name(s) ^{are} subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Jennifer Kassis

Notary Public for the State of Idaho

Residing at: Boise, ID.

Commission Expires: 5-18-05

