

RECEIVED DEV

AUG 25 2009

DEPARTMENT OF
WATER RESOURCES

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

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)
65-13372A					

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**.

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

Norris and Norma Hyde
P.O. Box 8
Ola, ID 83657

4. New Owner/Claimant(s)

James and Susan Pieratt
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

P.O. Box 306

City, State and ZIP Code

Horseshoe Bend, ID 83629

New Telephone Number

(208) 584-3061 Email: syoumans@wellsfargo.com

5. Date you acquired the property

July 11, 2005

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 <u>65-13372A</u>		
Irrigation		9.32 acres
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)

James C. Pieratt
Susan M. Pieratt
 (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 _____
 Received by SRF
 Processed by _____ AJ

Date _____
 Date 8-25-2009
 Date _____

Receipt Amt. 25.00
 Receipt No. 089209
 WR _____ Date _____

Priority: 3/18/1992

NORRIS HYDE
10675 N HWY 52
HORSESHOE BEND, ID 83629

Source: Payette River
Type of Use: Irrigation
Diversion Rate: 0.14 CFS
Irrigated Acres: 7

Listed Water Right Owner(s)

Norris J &/or Norma J Hyde

Point of Diversion: SWSW Lt 1 Sec. 14 T 07N R 01E

STATE WATER DISTRICT NO. 65
102 N MAIN
PAYETTE ID 83661

Place of Use: 07N 01E Sec. 14 Lt 1 SWSW

State Water District No. 65, Water Diversion Card, Water Year 2009

Day of Month	April	May	June	July	August	Sept.	October	Day of Month
1								1
2								2
3								3
4								4
5								5
6								6
7								7
8								8
9								9
10								10
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22								22
23								23
24								24
25								25
26								26
27								27
28								28
29								29
30								30
31								31
	April	May	June	July	August	Sept.	October	

Signature _____

Date _____



First American

First American Title Company of Idaho, Inc.

1500 S Washington, Ste B

Emmett, ID 83617

Phn - (208) 365-5343

Fax - (208) 365-3650

CLOSING ESCROW INSTRUCTIONS

To: **First American Title Company of Idaho, Inc.**

Escrow Officer: **Kathi Blamires**

File No.: **4104-604721 (KSB)**

Date: **July 06, 2005**

Re: 10675 North Hwy 52, Horseshoe Bend, ID 83629

I hereby agree to purchase the hereinafter described property located at **10675 North Hwy 52, Horseshoe Bend, ID 83629**, for a total consideration of **\$275,000.00**, and will on or before **July 8, 2005** hand you said consideration which is payable as follows:

Earnest Money Deposit \$ **0.00**

New Loan to file \$ **200,000.00**

Balance in cash at closing (closing costs are additional)

*11 3.704
SPJP*

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me:

an executed deed

and when you can issue your standard coverage form policy of title insurance with liability of **\$275,000.00**, on the property described as follows:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

SHOWING TITLE VESTED IN: James C. Pieratt and Susan M. Pieratt, husband and wife

FREE OF ENCUMBRANCES EXCEPT:

1. Exceptions numbered **7 through 13**, inclusive, as shown in the title commitment **May 31, 2005**, issued in connection with this escrow, a copy of which has been reviewed.
2. Deed of Trust to be recorded securing a note in the amount of **\$200,000.00**, with interest at the rate of **0.0000%** per annum in favor of **Norris Hyde and Norma Hyde**.
3. Other:

OTHER INSTRUCTIONS: All conditions of the Purchase and Sale Agreement, dated **June 4, 2005** and any Addendum's thereto have been satisfied and met.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF July 12, 2005

1. Taxes based on the amount of the last tax statement of the Tax collector issued prior to close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Seller to forward to Buyer any present or future tax bills on property herein.
2. Interest on any existing trust deeds, improvements, assessments and/or bonds taken over by Buyer.
3. Rental or Lease, per rent or lease statement handed you.

4. Charge the Buyer and credit the Seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

I hereby agree to pay any charges including usual Buyer escrow fees and any advance and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereto.

Then you are instructed to disburse deposited funds pursuant to the Escrow Settlement Statement examined and approved by the parties hereto and by this reference made a part hereof. Proceeds of this escrow may be disbursed by your check payable to the respective parties, and your checks and documents may be mailed to the addresses set forth in these instructions.

When all documents have been signed and you have received all necessary funds, you are authorized to record the necessary documents, disburse funds collected in accordance with these instructions, and have the title insurance policy issued. Adjustments may be made on interest, unusual recording fees, and approved payment of bills and rents received after the signing of these instructions. You are authorized to pay any additional interest due on loan payoffs to lender after closing.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression 'close of escrow' means that date on which instruments referred to herein are filed for record and funds disbursed, unless otherwise indicated in these instructions.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys. Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent shall hereupon become cancelled. When the written notice is delivered to escrow agent by the party so electing to cancel escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner proved by law and the usual practices of this escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become cancelled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (c) third, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked 'cancelled' and retain in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: We/I have been specifically informed that First American Title Company (hereinafter designated as First American) is not licensed to practice law and no legal advice has been offered by First American or any of its employees. We/I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized and that it has not done so. We/I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our/my own choosing at our/my own expense if we/I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a part, if prepared by First American, have been prepared under the direction of my attorney or myself and particularly declared that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

DISCLOSURE OF TAXPAYER IDENTIFICATION NUMBERS

Internal Revenue Code Section 6109(h) imposes requirements for furnishing, disclosing, and including taxpayer identification numbers in tax returns to a residential real estate transaction involving seller-provided financing. The parties understand that the disclosure reporting requirements are exclusive obligations between the parties to this transaction and that First American Title Company of Idaho, Inc., is not rendering an opinion concerning the effect of this law on this transaction, and the parties are not acting on any statements made or omitted by the escrow or closing officer.

To facilitate compliance with this law, the parties to this escrow hereby authorize First American Title Company of Idaho, Inc., to release any party(ies) taxpayer identification number to any requesting party who is a party to this transaction. The requesting part shall deliver a written request to escrow. The parties hereto waive all rights of confidentiality regarding their respective taxpayer identification numbers and agree to hold First American Title Company of Idaho, Inc., harmless against any fees, costs, or judgments incurred and/or awarded in connection with the release of taxpayer identification numbers.

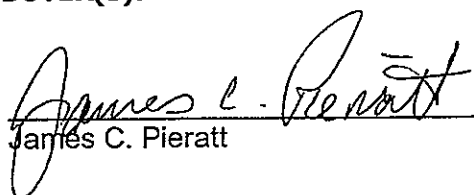
PENALTIES

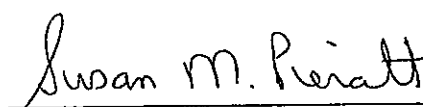
Penalties for failure to comply will most likely be assessed against the individual taxpayers for failure to provide the information.

Any amendments of and/or supplements to any instructions must be in writing. If any Earnest Money Agreements, Receipt and Agreements to Purchase or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall nevertheless control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

BUYER(S):


James C. Pieratt


Susan M. Pieratt

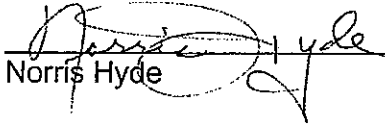
Date: July 06, 2005

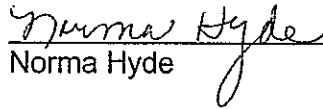
I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of escrow, you are to mail any documents and your check or checks payable to:

P.O. Box 8 Ola ID 83657

SELLER(S):


Norris Hyde


Norma Hyde

SCHEDULE A

Date of Policy: July 11, 2005 at 3:50 p.m.

Policy No.: 4104-604721

Policy Amount: \$275,000.00

Premium: \$1,130.00

1. Name of insured:

James C. Pieratt and Susan M. Pieratt

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:

James C. Pieratt and Susan M. Pieratt, husband and wife

4. The land referred to in this policy is described as follows:

Real property in the County of Gem, State of Idaho, described as follows:

A tract of land situated in a portion of U.S. Government Lot 1, Section 14, being bounded on the North by the Southerly right of way line of State Highway 52 and on the South by the Northerly boundary line of the Bureau of Land Management's Montour Valley Acquisition Land, all in Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 10, 11, 14 and 15, Township 7 North, Range 1 East, and marked by a brass cap monument; thence South 00°11' West along the West line of Section 14, a distance of 4003.87 feet to a point on the Southern right of way line of State Highway 52 marked by a found 5/8" iron pin L.S. 887; thence North 89°39'20" East along said State Highway right of way line a distance of 340.00 feet to a found 1/2" iron pin L.S. 887, The Real Point of Beginning; thence continuing along the Southern right of way line of State Highway 52 North 89°39'20" East, a distance of 336.34 feet to a State right of way monument being at Engineer's Station 794+13.6 P.C.; thence along a curve to the right having a central angle of 07°30'22", an arc length of 370.09 feet, a radius of 2825.00 feet and a chord which bears South 86°35'29" East a distance of 369.83 feet to a set 1/2" iron pin L.S. 4108; thence leaving said Southern State right of way line South 01°00'33" West, a distance of 933.19 feet to a point on the Montour Valley Acquisition Boundary as monumented on the ground; thence North 81°11'14" West, (formerly North 81°15' West., Bureau of Land Management Record) along the Acquisition Boundary line, a distance of 691.24 feet to a found 1/2" iron pin L.S. 887; thence leaving said Acquisition Boundary line North 00°24'20" West, a distance of 847.13 feet to the Point of Beginning.

Except that portion of Government Lot 1 of Section 14, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho described as follows:

Commencing at the Northwest corner of Section 14, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho; thence South 00°11'00" West, 4003.87 feet along the West line of said Section 14 to a point on the

Southerly right of way line of State Highway 52 marked by a 5/8" iron pin; thence North 89°39'20" East, 340.00 feet along said right of way to a found 1/2" iron pin at the Northwest corner of Parcel 1 of Record of Survey No. 169227, records of Gem County, Idaho and being the Real Point of Beginning; thence continuing North 89°39'20" East, 251.10 feet to a set 1/2" iron pin with plastic cap PLS 6552; thence South 00°24'20" East, 887.61 feet to a point on the Montour Valley Acquisition Boundary; thence North 81°11'14" West, 254.39 feet along said boundary to the Southwest corner of said Parcel 1; thence North 00°24'20" West, 847.13 feet along the West line of said Parcel 1 to the Real Point of Beginning.

APN: RP-00407312
APN: MH00864300



1500 S. Washington Ave., Ste. B Emmett, ID 83617
(208) 365-5343

ACCOMODATION ONLY

INSTRU. NO. 266955
PAGES 1 OF 3

Instrument # 266955

EMMETT, GEM, IDAHO

6-17-2008 02:00:38 No. of Pages: 3

Recorded for : PIONEER TITLE CO OF GEM COUNTY

SHELLY GANNON

Ex-Officio Recorder Deputy Fee: 9.00

Index to: QUIT CLAIM DEED

Diane Wright

QUITCLAIM DEED

For Value Received

Emmett Irrigation District

Do(es) hereby convey, release, remise and forever quit claim unto

JAMES C. PIERATT AND SUSAN M. PIERATT, husband and wife

Whose address is **10675 N. Highway 52, Horseshoe Bend, Idaho 83629**

The following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Together with their appurtenances.

Dated: 6-3-08

x *James L. Standley*

State of Idaho

ss.

County of Gem

On this 3rd day of June, 2008, before me, the undersigned, a Notary Public, in and for said State, personally appeared James L. Standley known and/or identified to me on the basis of satisfactory evidence, to be the Chairman of the Quasi Municipality that executed the within instrument or the person who executed the instrument on behalf of said Quasi Municipality and acknowledged to me that such Quasi Municipality executed the same.

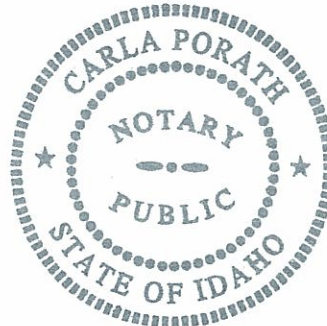
WITNESS MY HAND AND OFFICIAL SEAL

Carla Porath

Notary Public

Residing at: Emmett

Commission Expires: 1/19/2013



TRACT I:

A Tract of land situated in a portion of U.S. Government Lot 1, Section 14, being bounded on the North by the Southerly right of way line of State Highway 52 and on the South by the Northerly boundary line of the Bureau of Land Management Valley Acquisition Land all in Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 10, 11, 14 and 15, Township 7 North, Range 1 East, and marked by a brass cap monument; thence South 00°11' West along the West line of Section 14, a distance of 4003.87 feet to a point on the Southern right of way line of State Highway 52 marked by a found 5/8" iron pin L.S. 887; thence North 89°39'20" East along said State Highway right of way line a distance of 340.00 feet to a found 1/2" iron pin L.S. 887, the Real Point of Beginning; thence continuing along the Southern right way line of State Highway 52 North 89°39'20" East, a distance of 336.34 feet to a State right of way monument being at Engineer's Station 794+13.6 P.C.; thence along a curve to the right having a central angle of 07°30'22", an arc length of 370.09 feet, a radius of 2825.00 feet and a chord which bears South 86°35'29" East a distance of 369.83 feet to a set 1/2" iron pin L.S. 4108; thence leaving said Southern State right of way line South 01°00'33" West, a distance of 933.19 feet to a point on the Montour Alley Acquisition Boundary as monumented on the ground; thence North 81°11'14" West (formerly North 81°15" West, Bureau of Land Management Record) along the Acquisition Boundary line, a distance of 691.24 feet to a found 1/2" iron pin L.S. 887; thence leaving said Acquisition boundary line North 00°24'20" West, a distance of 847.13 feet to the Point of Beginning.

Except that portion of Government Lot 1 of Section 14, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, described as follows:

Commencing at the Northwest corner of Section 14, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho; thence South 00°11'00" West, 4003.87 feet along the West line of said Section 14 to a point on the Southerly right of way line of State Highway 52, marked by a 5/8" iron pin; thence North 89°39'20" East, 340.00 feet along said right of way to a found 1/2" iron pin at the Northwest corner of Parcel 1 of Record of Survey No. 169227, records of Gem County, Idaho and being the Real Point of Beginning; thence continuing North 89°39'20" East, 251.10 feet to a set 1/2" iron pin with plastic cap PLS 6552; thence South 00°24'20" East, 887.61 feet to a point on the Montour Acquisition Boundary; thence North 81°11'14" West, 254.39 feet along said boundary to the Southwest corner of said Parcel 1; thence North 00°24'20" West, 847.13 feet along the West line of said Parcel 1 to the Real Point of Beginning.

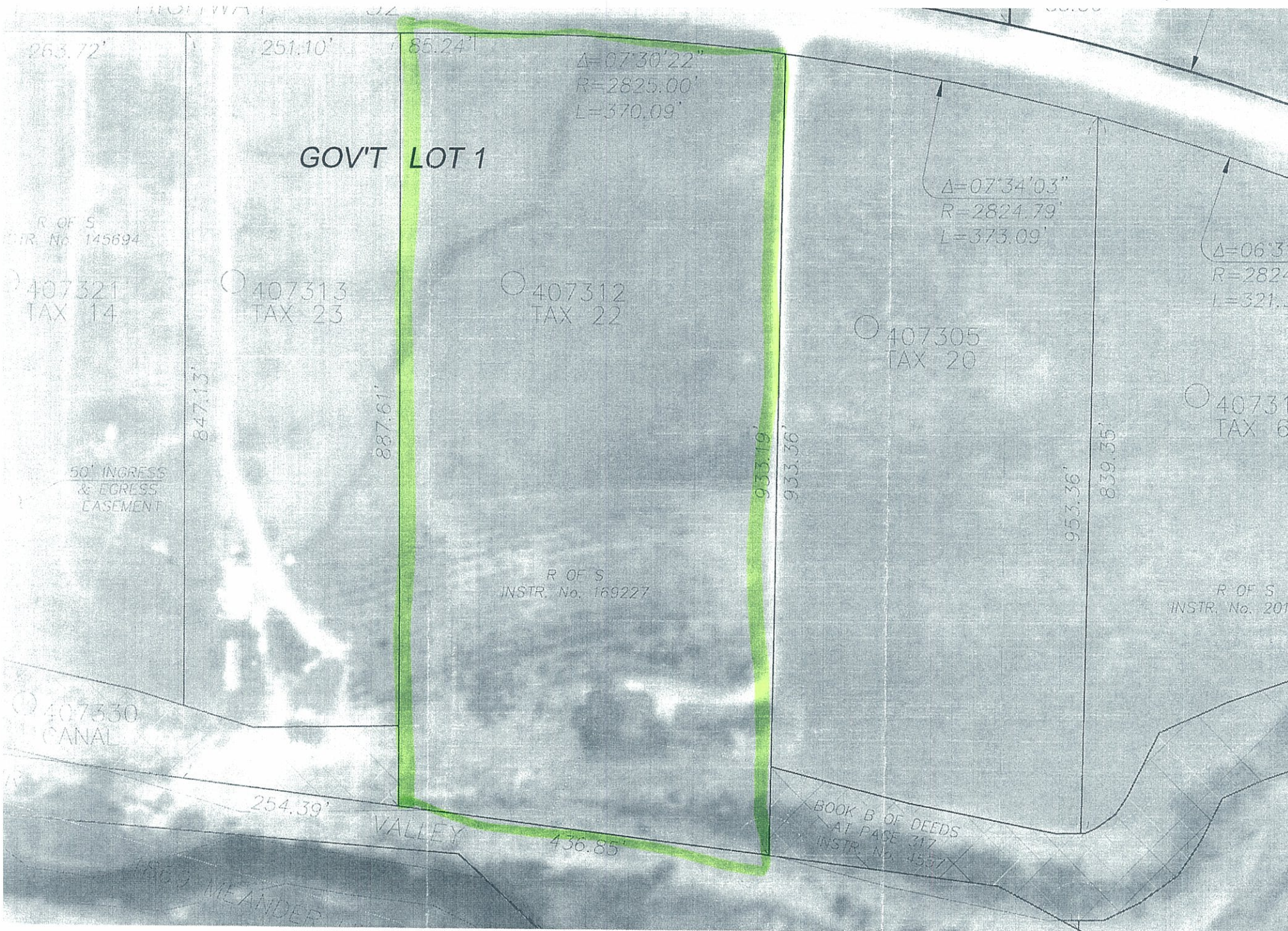
Tract II:

All that portion of the land conveyed to Canyon Canal Co. by Warranty Deed dated July 7, 1905 and recorded July 10, 1905 in Book B of Deeds at Page 317, Instrument No. 4557, records of Gem County, Idaho, lying within the boundaries of the above described real property.

Except any portion lying within the Montour Valley Acquisition Boundary.

Subject to any easements or rights of way of record or in use.

Sept 2008



Received Event (Event Succeeded)

Date: 6/3/2005
 Pages: 8
 Sender: 208 938 0617
 Fax Number:
 Type Jun 03 05 04:17p

Rebecca Modelmog

Time: 4:14 PM
 Duration: 5 min 9 sec
 Company:
 Subject: 208 938 0617

p.4

State of Idaho
 Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 65-13372

Priority: March 18, 1992 Maximum Diversion Rate: 0.24 CFS
 Maximum Diversion Volume: 54.0 AF

This is to certify, that **NORRIS J HYDE**
NORMA J HYDE

PO BOX 217
 HORSESHOE BEND ID 83629-0217 has complied with the terms and conditions
 of the permit, issued pursuant to Application for Permit dated March 18, 1992; and
 has submitted Proof of Beneficial Use on June 27, 1994. An examination indicates
 that the works have a diversion capacity of 0.370 cfs of water from:

PAYETTE RIVER tributary to **SNAKE RIVER**

source, and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
IRRIGATION	03/15 to 11/15	0.24 CFS	54.0 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 1 SWSW, Sec. 14, Township 07N, Range 01E
 GEM County

PLACE OF USE:	ACRES	ACRES	ACRES	TOTAL
IRRIGATION	12			12
TWN RGE SEC				
07N 01E 14	Lot 1 (SWSW)	12		12

total number of acres irrigated: 12

CONDITIONS OF APPROVAL AND REMARKS

- The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
- This water right is appurtenant to the described place of use.
- This right is subject to all prior water rights and may be forfeited by five years of non-use.
- Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
- A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
- Use of water under this water right will be regulated by the watermaster of State Water District No. 65.

MICROFILMED
 NOV 07 1996

Received Event (Event Succeeded)

Date: 6/3/2005
Pages: 8
Sender: 208 938 0617
Fax Number:
Type Jun 03 05 04:17p

Rebecca Modelmog

Time: 4:14 PM
Duration: 5 min 9 sec
Company:
Subject: 208 938 0617

p.5

PAGE 2

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 65-13372

CONDITIONS OF APPROVAL AND REMARKS

7. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.
8. When water is not available to fill this right, the right holder shall cease diversion or shall rent water from the Payette River Rental Pool.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code, with the seal and signature of the Director, affixed at Boise, this 29th day of OCTOBER, 1996.

Earl J. Dreher
Earl J. Dreher, Director



MICROFILMED
NOV 07 1996

604721

AFTER RECORDING MAIL TO:

James C. Pieratt and Susan M. Pieratt
10675 N. Hwy 52
Horseshoe Bend, ID 83629

INSTRUMENT NO. 244518
PAGES 1 OF 3

Instrument # 244518

EMMETT, GEM, IDAHO
2005-07-11 03:49:00 No. of Pages: 3
Recorded for : FIRST AMERICAN TITLE CO
SUSAN K. HOWARD Fee: 9.00
Ex-Officio Recorder Deputy Judy Evans
Index to: WARRANTY DEED

WARRANTY DEED

File No.: **4104-604721 (KSB)**

Date: **July 06, 2005**

For Value Received, **Norris Hyde and Norma Hyde, husband and wife**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **James C. Pieratt and Susan M. Pieratt, husband and wife**, hereinafter referred to as Grantee, whose current address is **10675 N. Hwy 52, Horseshoe Bend, ID 83629**, the following described premises, situated in **Gem County, Idaho**, to wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the 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.

Norris Hyde
Norris Hyde

Norma Hyde
Norma Hyde

APN: RP-00407312

Warranty Deed
- continued

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STATE OF Idaho)
SS.

COUNTY OF Gem)

On this Sixth ^{11th CB} day of July, 2005, before me, a Notary Public in and for said State, personally appeared **Norris Hyde and Norma Hyde**, known or identified to me 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.

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



Kathi Blamires

Notary Public for the State of Idaho

Residing at: Emmett, ID

My Commission Expires:

RESIDING AT EMMETT, ID
MY COMM. EXPIRES MAY 4, 2010

APN: RP-00407312

Warranty Deed
- continued

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EXHIBIT A

A tract of land situated in a portion of U.S. Government Lot 1, Section 14, being bounded on the North by the Southerly right of way line of State Highway 52 and on the South by the Northerly boundary line of the Bureau of Land Management's Montour Valley Acquisition Land, all in Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho, more particularly described as follows:

Commencing at the Section corner common to Sections 10, 11, 14 and 15, Township 7 North, Range 1 East, and marked by a brass cap monument; thence South 00°11' West along the West line of Section 14, a distance of 4003.87 feet to a point on the Southern right of way line of State Highway 52 marked by a found 5/8" iron pin L.S. 887; thence

North 89°39'20" East along said State Highway right of way line a distance of 340.00 feet to a found 1/2" iron pin L.S. 887, The Real Point of Beginning; thence continuing along the Southern right of way line of State Highway 52

North 89°39'20" East, a distance of 336.34 feet to a State right of way monument being at Engineer's Station 794+13.6 P.C.; thence along a curve to the right having a central angle of 07°30'22", an arc length of 370.09 feet, a radius of 2825.00 feet and a chord which bears South 86°35'29" East a distance of 369.83 feet to a set 1/2" iron pin L.S. 4108; thence leaving said Southern State right of way line

South 01°00'33" West, a distance of 933.19 feet to a point on the Montour Valley Acquisition Boundary as monumented on the ground; thence

North 81°11'14" West, (formerly North 81°15' West., Bureau of Land Management Record) along the Acquisition Boundary line, a distance of 691.24 feet to a found 1/2" iron pin L.S. 887; thence leaving said Acquisition Boundary line

North 00°24'20" West, a distance of 847.13 feet to the Point of Beginning.

Except that portion of Goeverment Lot 1 of Section 14, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho described as follows:

Commencing at the Northwest corner of Section 14, Township 7 North, Range 1 East, Boise Meridian, Gem County, Idaho; thence

South 00°11'00" West, 4003.87 feet along the West line of said Section 14 to a point on the Southerly right of way line of State Highway 52 marked by a 5/8" iron pin; thence

North 89°39'20" East, 340.00 feet along said right of way to a found 1/2" iron pin at the Northwest corner of Parcel 1 of Record of Survey No. 169227, records of Gem County, Idaho and being the Real Point of Beginning; thence continuing

North 89°39'20" East, 251.10 feet to a set 1/2" iron pin with plastic cap PLS 6552; thence South 00°24'20" East, 887.61 feet to a point on the Montour Valley Acquisition Boundary; thence

North 81°11'14" West, 254.39 feet along said boundary to the Southwest corner of said Parcel 1; thence

North 00°24'20" West, 847.13 feet along the West line of said Parcel 1 to the Real Point of Beginning.

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