

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

RECEIVED

NOV 20 2008

WATER RESOURCES
WESTERN 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 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
PD	78-4008 -	not changed	no				
PD	78-4009		no				
PD	78-4014		no				

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 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) Colleen K. & Daniel N. Cummins
5365 Hwy 95, New Meadows, ID 83654

4. New Owner/Claimant(s) David O. Byars, III
Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address P.O. Box 1044

City, State and ZIP Code McCall, ID 83638

New Telephone Number (208) 634-6603

5. Date you acquired the property September 17, 2008

SUPPORT DATA

IN FILE # 78-4009

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		
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)

Don W. Byers II

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
Received by	Date	Receipt No.
Processed by	Date	WR

[Signature] *11-20-08* *\$75*
[Signature] *11-21-08* *W037058*

WARRANTY DEED
(In Lieu of Foreclosure)
Mortgages

COPY

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, I/We, DANIEL N. CUMMINS, a married man as his sole and separate property at time of acquiring property, now an unmarried man

hereinafter called Grantor, does hereby grant and convey to DAVID O. BYARS, III, an unmarried man, whose current address is P.O. Box 1044, McCall, ID 83638

hereinafter called Grantee, the following real property situated in Adams County, Idaho:

SEE ATTACHED EXHIBIT 'A' MADE A PART HERETO:

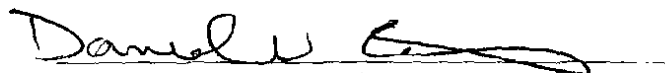
The title to said property is hereby warranted by Grantor against all persons whomsoever, subject to the matters above set forth. It is further warranted and covenanted by Grantor in executing this deed, and agreeably by Grantee in accepting it, as follows:

1. That the consideration for the execution of this deed consists of:
 - a. Full reconveyance of record of that certain Deed of Trust by Grantee, which Deed of Trust was dated May 31, 2007 and recorded in the office of the County Recorder of the aforementioned county and state as Instr. No. 114526 on June 1, 2007, and the surrender and cancellation of the promissory note or notes or other evidence of debt secured by said deed of trust.
 - b. The full and absolute release of Grantor from all liability of any and all promissory notes, debts, obligations, costs or charges, the payment of which was secured either by the Deed of Trust specifically referred to in paragraph (a) above or by any other Deed of Trust or encumbrance on the same property, which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property and which last mentioned deed of trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions herein before set forth in this deed; and
 - c. In addition to a. and b. above, the cash payment by Grantee to Grantor of the sum of TEN DOLLARS AND NO/100.
2. That the total consideration, set forth in 1. above, for the execution of this deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.
3. This deed, given for the express consideration set forth in 1. above, is executed voluntarily and not as a result of duress or threats of any kind, and is beneficial and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.
4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature and there

is no agreement or understanding, oral or written, between Grantor and Grantee herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

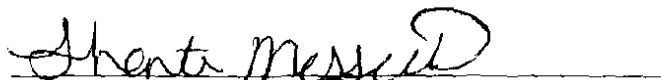
5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee and Grantor intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to stop and bar Grantor and Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to said property.
6. That we are solvent and have no other creditors whose rights would be prejudiced by said conveyance. The Deed was not given as a preference against any other of our creditors.
7. That at the time it is given there are no other persons, firms or corporations other than the Grantee therein named interested either directly or indirectly in said land and personal property, and that I am not obligated upon any bond or other mortgage or deed of trust or contract where any lien has been created or exists against the premises described in said deed.
8. That it was my intention as Grantor to convey, and by said deed did convey to the Grantee therein all our right, title and interest absolutely in and to the land in said deed.

Dated: September 10TH, 2008


DANIEL N. CUMMINS

STATE OF WYOMING)
 : SS
County of SHERIDAN)

On this 10th day of September, 2008, before me, a Notary Public for said state, personally appeared DANIEL N. CUMMINS known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public for:
Residing at
Commission expires:

#08-1655

Instrument # 117108

COUNCIL, ADAMS, IDAHO

9-17-2008 10:00:15 No. of Pages: 3

Recorded for: TIMBERLINE TITLE & ESCROW

SHERRY WARD Fee: 9.00

Ex-Officio Recorder Deputy

Index to: DEED

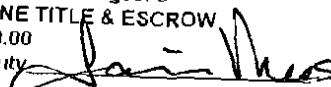




EXHIBIT 'A'

~~Township 22 North, Range 1 East, Boise Meridian, Adams County,~~
Idaho

Section 27: A parcel of land situated in the SW1/4NE1/4 more particularly described as follows:

Commencing at a brass cap marking the ¼ corner common to Sections 26 and 27, T22NR1EBM, Adams County, Idaho;

Thence North 89°53'23" West 1718.08 feet along the center section line of said Section 27 to the West right-of-way of State Highway 95;

Thence 328.99 feet along a non-tangent curve to the right whose long chord bears North 20°43'49" West 328.60 feet, whose radius is 1960.00 feet and delta angle is 09°37'02" along said West right-of-way to the REAL POINT OF BEGINNING;

Thence South 80°58'54" West 174.01 feet;

Thence 161.99 feet along a non-tangent curve to the right whose long chord bears North 13°33'38" West 161.95 feet whose radius is 2133.37 feet and delta angle is 04°21'02";

Thence South 80°58'54" West 126.00 feet;

Thence 106.49 feet along a non-tangent curve to the right whose long chord bears North 09°38'02" West 106.48 feet whose radius is 2059.90 feet and delta angle is 02°57'43";

Thence North 08°12'13" West 223.51 feet;

Thence North 11°55'50" East 595.90 feet to the North boundary of said SW1/4NE1/4 at its intersection with the West right-of-way of State Highway 95;

Thence South 22°46'48" East 129.17 feet along said right-of-way to Station 394+50.0;

Thence South 22°35'03" East 249.30 feet along said right-of-way to Station 391+90.02;

Thence South 08°15'39" East 416.50 feet along said right-of-way to Station 387+96.37;

Thence 264.23 feet along a curve to the left whose radius is 1960.00 feet and delta angle is 07°43'27" along said right-of-way to the REAL POINT OF BEGINNING.