

JEW

RECEIVED
AUG 14 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)
85-10190	39576				

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) Jane M Stone
1208 14th Ave
Lewiston, Id 83501

4. New Owner/Claimant(s) Randy W. Stevenson & Terry Jean Stevenson
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address PO. Box 281

City, State and ZIP Code Kooskia, Id 83539

New Telephone Number (208) 926-0967

5. Date you acquired the property

August 1st, 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 <u>#85-10190</u>		
Irrigation	<u>Yard</u>	
Stock	<u>water</u>	<u>we have 2 1/2 acres</u>
Domestic	<u>Home #one</u>	
Other	<u>all that goes with claim</u>	
Totals	<u>#85-10190</u>	
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)

Randy W Stevenson
(title if applicable)
Jerry J Stevenson
(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 _____ Date _____
 Received by _____ Date _____
 Processed by _____ AJ Date _____

Receipt Amt. _____
 Receipt No. _____
 WR _____ Date _____

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>85-10190</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) Pandy W. Stevens Husband
(include title if applicable) Larry J. Stevenson wife

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 <u>25.00</u>	
Received by <u>VW</u>	Date <u>8-14-09</u>	Receipt No. <u>C089144</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

423743

WARRANTY DEED

RECEIVED
AUG 14 2009
DEPARTMENT OF
WATER RESOURCES

For good and valuable consideration JANE MARIE MILLER, aka JANE M. MILLER, aka JANE MARIE STONE, a single woman, as GRANTOR, does hereby grant and convey unto RANDY W. STEVENSON and TERRY J. STEVENSON, husband and wife, whose address is: P.O. Box 94, Grangeville, ID 83530, as GRANTEES, the following described real property situate in Idaho County, State of Idaho, to wit:

Situate in Township 31 North, Range 4 East, Boise Meridian, Idaho County, Idaho, Section 8: SW1/4SW1/4SE1/4NW1/4,

Including an appurtenant easement for ingress and egress for lawful purposes, perpetual and running with the land, in common with others, as described and subject to the conditions stated in that certain Deed of Right of Way, including the terms and conditions thereof, by and between William Bryan Hutchens, also known as Bryan Hutchens, and Bessie J. Hutchens, husband and wife, as Grantors, and Thomas G. Stone and Rosetta M. Stone, husband and wife, as Grantees, recorded November 2, 1973, under Instrument No. 251872, records of Idaho County, Idaho.

SUBJECT TO:

1. Taxes for 2002 which are an accruing lien and not yet due and payable; and
2. Reservation of minerals, including the right to prospect for said minerals, and subject to the terms and conditions thereof, as set forth in Deed to Restricted Indian Land, by and between Lillie Moffett Edwards, sole owner, a single woman, first party, and Thomas G. Stone and Rosetta M. Stone, second parties, recorded September 14, 1964, under Instrument No. 216851, in Book 101, Page 452, records of Idaho County, Idaho; and
3. Right-of-way granted to the Washington Water Power Company, including the terms and conditions thereof, as evidenced by Deed to Restricted Indian Land, by and between Lillie Moffett Edwards, sole owner, a single woman, first party, and Thomas G. Stone and Rosetta M. Stone, second parties, recorded September 14, 1964, under Instrument No. 216851, in Book 101, Page 452, records of Idaho County, Idaho; and

WARRANTY DEED - 1 of 3

STATE of IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at 3:35 p.m.	on 8-6-02
ROSE E. GENRING	
By <i>Sandy Davis</i>	Recorder
Fees \$ 9.00	Deputy

m/picked up

4. Easements for roads and utilities, including the terms and conditions thereof, as evidenced by Deed to Restricted Indian Land, by and between Lillie Moffett Edwards, sole owner, a single woman, first party, and Thomas G. Stone and Rosetta M. Stone, second parties, recorded September 14, 1964, under Instrument No. 216851, in Book 101, Page 452, records of Idaho County, Idaho; and
5. Deed of Right of Way, including the terms and conditions thereof, by and between William Bryan Hutchens, also known as Bryan Hutchens, and Bessie J. Hutchens, husband and wife, as Grantors, and Thomas G. Stone and Rosetta M. Stone, husband and wife, as Grantees, recorded November 2, 1973, under Instrument No. 251872, records of Idaho County, Idaho; and
6. Easement as reserved in Warranty Deed, including the terms and conditions thereof, by and between Thomas G. Stone and Rosetta M. Stone, husband and wife, as Grantors, and Dan C. Miller and Jane Marie Miller, Grantees, recorded September 9, 1977, under Instrument No. 269989, records of Idaho County, Idaho; and
7. All interests and encumbrances, if any, by reason of the subject property being situate within the claimed Nez Perce Indian Reservation, a federally recognized Indian tribe.

TO HAVE AND HOLD the premises, with all appurtenances, to GRANTEES, and their heirs, successors and assigns forever. GRANTOR does hereby covenant that GRANTOR is the owner of said property in fee simple, that the premises is free from encumbrances except as set forth herein-above, and that GRANTOR will defend the same from all lawful claims except general taxes for the year 2002 and the above-stated encumbrances, and interests of record or in use.

Except as otherwise expressly provided in this instrument, GRANTOR hereby declares pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event GRANTOR shall have permitted or suffered at any time prior to the making of this instrument, any person or entity to possess, use or occupy the above-described premises, or any portion thereof, for any purpose, with or without the knowledge of GRANTOR, it was not the intent of GRANTOR, by permitting or suffering such possession, use or occupation, to thereby define property boundaries or ownership thereof.

DATED this 1st day of August, 2002.

GRANTOR:

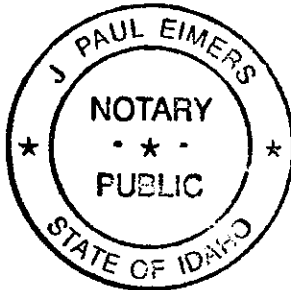
Jane Marie Miller ^{aka}
JANEMARIE MILLER Jane M. Stone

STATE OF IDAHO)
County Of Idaho) : ss.

On this 1st day of August, 2002, before me personally appeared JANE MARIE MILLER, a single woman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged 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 written above.

RWS
JH



[Signature]
Notary Public, in and for the
State of Idaho, residing at
Grangerville, therein.
My Commission Expires: 6-24-2005

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of August, 2002, by and between the following parties, in the respective capacities indicated below:

GRANTOR(S):

RANDY W. STEVENSON and
TERRY J. STEVENSON, husband and wife,
P.O. Box 94
Grangeville, ID 83530

BENEFICIARY:

JANE MARIE STONE, a single woman, dealing with
her sole and separate property,
1208 14th Avenue
Lewiston, ID 83501

TRUSTEE:

IDAHO COUNTY TITLE COMPANY
319 W. Main Street
Grangeville, ID 83530

Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE, IN TRUST, WITH THE POWER OF SALE, that certain real property situate in Idaho County, State of Idaho, containing not more than forty (40) acres and described as follows, to wit:

Situate in Township 31 North, Range 4 East, Boise Meridian, Idaho
County, Idaho, Section 8: SW1/4SW1/4SE1/4NW1/4

TOGETHER with all appurtenances, including but not limited to appurtenant easement rights, and TOGETHER with 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, dated August 1, 2002, executed by Grantor in the principal sum of and FORTY FIVE THOUSAND and 00/100 DOLLARS (\$45,000.00), the final payment due on _____, 20____, and all obligations of Grantor in instruments collateral thereto, including this Deed of Trust, and to secure payment of all further sums as may hereafter be loaned, expended or advanced by Beneficiary to Grantor or on Grantor's behalf, while record owner of the present interest, for any purpose, and of any note or other instrument evidencing said indebtedness, together with interest thereon at the rate therein provided. Provided, however, that making of any such further loans, expenditures or advances to Grantor shall be optional with Beneficiary, and, provided further, that it is the intention of the parties that this Deed of Trust shall stand as a continuing obligation and security until paid for all such sums, 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, fixture or improvement thereon; to complete or restore promptly and in good and workmanlike manner any buildings, fixtures or improvements which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws effecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; to permit Trustee and Beneficiary, or the designated agents of either, to come upon and inspect said property for the purpose of determining compliance with the terms of this Deed of Trust and collateral agreements; not permit or suffer any liens or encumbrances on the property without the prior written consent of Beneficiary; and not sell, assign, pledge or convey the property, or any portion thereof, without the prior written consent of Beneficiary.

QUITCLAIM DEED

For Value Received

JANE MARIE MILLER a.k.a. JANE M. MILLER, a single person

do hereby convey, release, remise and forever quitclaim unto

JANE M. STONE, a single person

whose current address is

1208 14TH AVE., LEWISTON ID 83501

the following described premises, to-wit:

Township 31 North, Range 4 East, Boise Meridian, Idaho County, Idaho
Section 8: SW1SW1SE1NW1

together with their appurtenances.

Dated:

Jane Marie Miller aka Jane M. Miller
JANE MARIE MILLER aka Jane M. Miller

STATE OF IDAHO, COUNTY OF

On this 22ND day of AUGUST, 2000
I, _____, a Notary Public in and for the said State, per-
sonally appeared

JANE MARIE MILLER aka Jane M. Miller

knows to be the person who on name is
to the within instrument, and acknowledged to
she executed the same.Residing at
Certs. Expires 11-4-2003Notary Public
LEWISTON-IDAHO

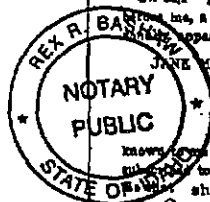
STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request ofat _____ minutes past _____ o'clock M.,
this _____ day of _____, in my office, and duly recorded in Book
of Deeds at Page __________
Notary Public

By _____

Test &
Mail to:

Deputy.



MICROFILMED

SEP 25 2001

0409033

QUITCLAIM DEED

COMPUTER _____
SCANNED _____
TRACTED _____

p

The grantor, Jane Marie Miller does hereby convey and quitclaim unto Jane Marie Stone whose address is 1208 14th Avenue, Lewiston, ID 83501, the grantee, the following described premises in Idaho County, Idaho, to wit:

Legal description-

SW 1/4 SW 1/4 SE 1/4 section 8, township 31 North, Range 4 East Boise Meridian,, Idaho containing 2 1/2. Excepting and reserving items as described in Idaho County

→ Book 101, page 452, plus an easement for a 40 foot right of way of which the center commences at a point of 260 feet East of the South West corner of land being conveyed and continuing northerly through the North boundary of said land.

Location of said property-SW 1/4 SW 1/4 SE 1/4 NW 1/4 section 8, Township 31N R4E, Boise Meridian-Idaho.

Together with appurtenances and acquired title.

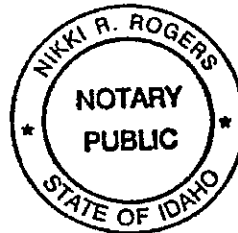
Dated 10-30-99

Jane M. Miller (Stone)

Dated _____

ON OCTOBER 30, 1999, PERSONALLY APPEARED BEFORE ME JANE M. STONE.
KNOWN TO ME TO BE HER

x Nikki R. Rogers
NIKKI R. ROGERS
NOTARY FOR THE STATE OF IDAHO
EXPIRES 11/04/2002



DATE of DEED	
County of Idaho	
Recorded at request of	
<u>Jane Stone</u>	
at <u>11:30a</u> m	on <u>11-4-99</u>
ROSE E. GEHRING	
By <u>Edith L. Anderson</u>	Deputy
Fees \$ <u>6.00</u>	

m/1208 14th ave
Lewiston, id 83501

182

269989

☒ (Optional) Recorded
☐ Microfilm
☐ Indexed

☐ Platted
☐ Deed Card
☐ Compared

☐ Key Punched
☐ Master File
☐ Abstracted

☐ To Treasurer

WARRANTY DEED

THOMAS G. STONE and ROSETHA M. STONE ^{husband and wife}
 of STITTS County of Idaho GRANTOR(S)
 hereby CONVEYS or GRANTS and WARRANTS TO State of Idaho

Dan C. Miller and Jane Marie Miller - husband and wife

of STITTS County of Idaho GRantee (S)
 for the sum of One Dollar (\$ 1.00)
 the following described tract(s) of land in Idaho County, State of Idaho:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 8, Township 31 North, Range 4 East
 Boise meridian, Idaho, ~~18~~ containing 2 $\frac{1}{2}$ acres.
 Excepting and reserving items as described in Idaho County
 Book 101, Page 452, Plus an easement for a 40 foot right-of-way of
 which the center commences at a point 260 feet east of the South west
 corner of land being conveyed and continuing northerly thru the
 North boundary of said land.

Location of above described property. SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sect. 8, Township 31 N
 R4E, Boise Meridian - Idaho.
 WITNESS the hands of said Grantors this 9th day of Sept. A.D. 1977



State of Idaho } is On the 9th day of September A.D. 1977
 County of Idaho }
 personally appeared before me
 Thomas G. Stone and Rosetha Marie Stone
 the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.
 My Commission expires: 10/20/77

MAIL DEED TO: Dan C & Jane M. Miller Box 484, STAR Rte STITTS, Idaho - 83552	MAIL TAX NOTICE TO: Name: Dan C & Jane M. Miller Address: Box 484 STAR Rte City & State: STITTS, Idaho Zip: 83552
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I hereby certify that this instrument was filed for record at my office on the 9th day of Sept. 1977 at 9:00 a.m. of the 9th day of Sept. 1977 in my office, and duly recorded in Book 101, Page 452 by Rose Marie Stone Deputy	STATE OF IDAHO County of Idaho Date: 1977	No. _____ WARRANTY DEED
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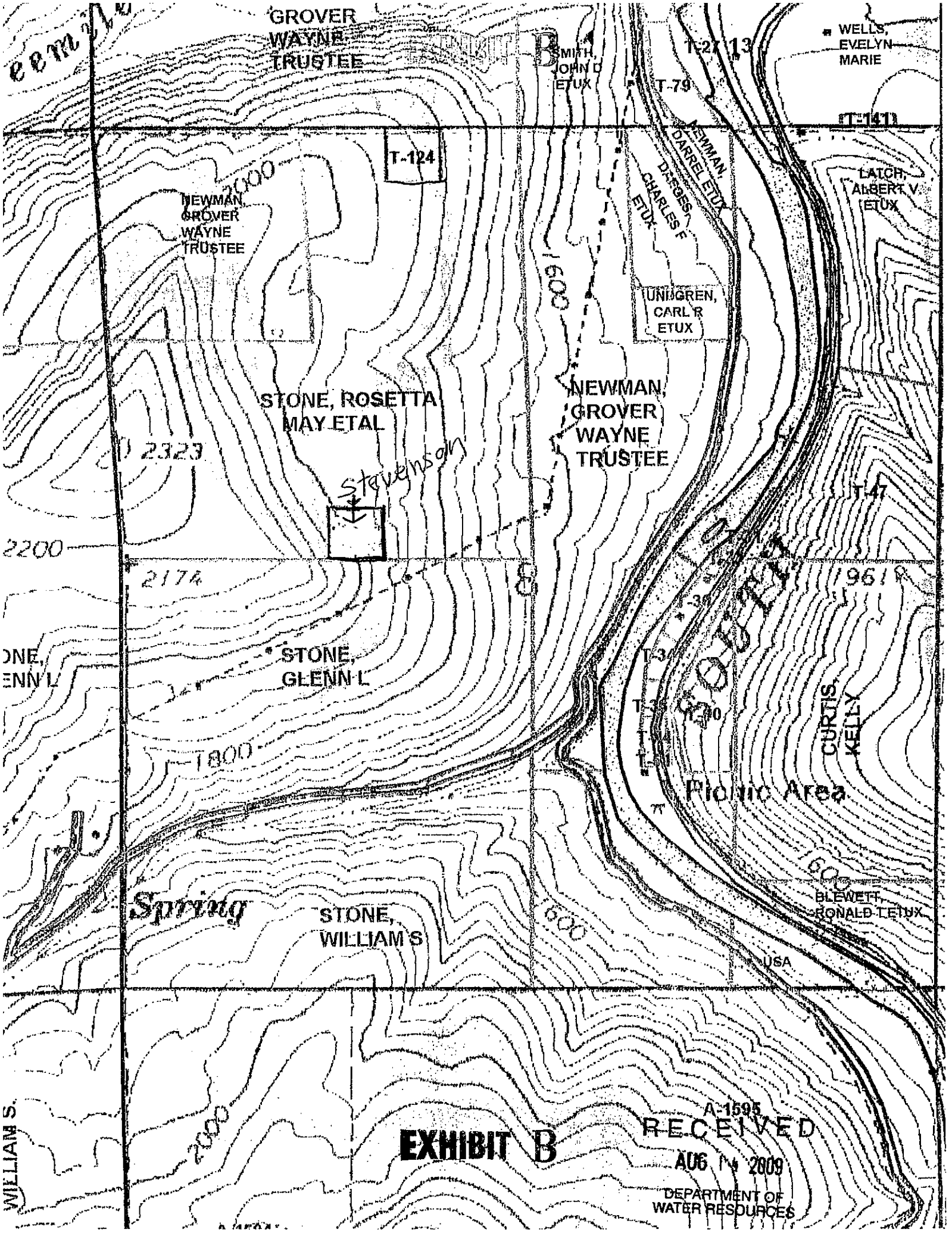


EXHIBIT B

A-1595
RECEIVED

AUG 14 2009

DEPARTMENT OF
WATER RESOURCES