

RECEIVED

JUL 30 2009

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

DEPARTMENT OF
WATER RESOURCES

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)
PD 65-7366B					

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)	<u>First Mutual Bank, a division of Washington Federal Savings</u> <u>Foreclosure Dept</u> <u>425 Pike St, Seattle, WA 98101-3902</u>
4.	New Owner/Claimant(s)	<u>Raymond Laird Whipple & Dee Ann Whipple</u> Name Connector (Check one): [] and, [] or, [] and/or
	New Mailing Address	<u>HC 34 Box 210</u>
	City, State and ZIP Code	<u>Caliente, NV 89008</u>
	New Telephone Number	<u>(775) 728-4641</u> Email: <u>dasm38@ic.turbonet.com</u>

5. Date you acquired the property

✓ 7-22-09

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		
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)

Raymond Laird Whipple

(title if applicable)

Dee Ann Whipple

(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

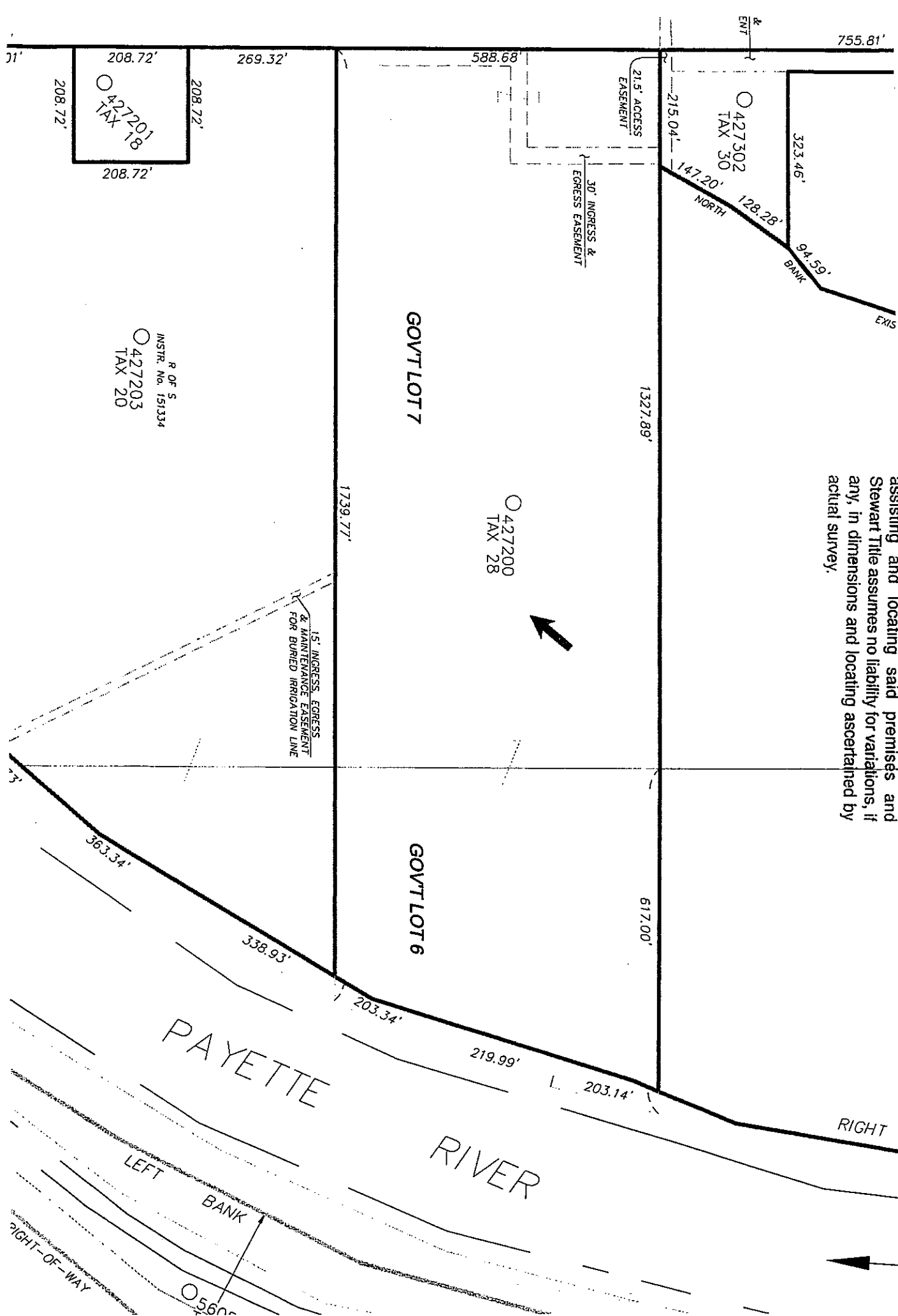
Received by SR4Date 7-30-2009Processed by AJ

Date

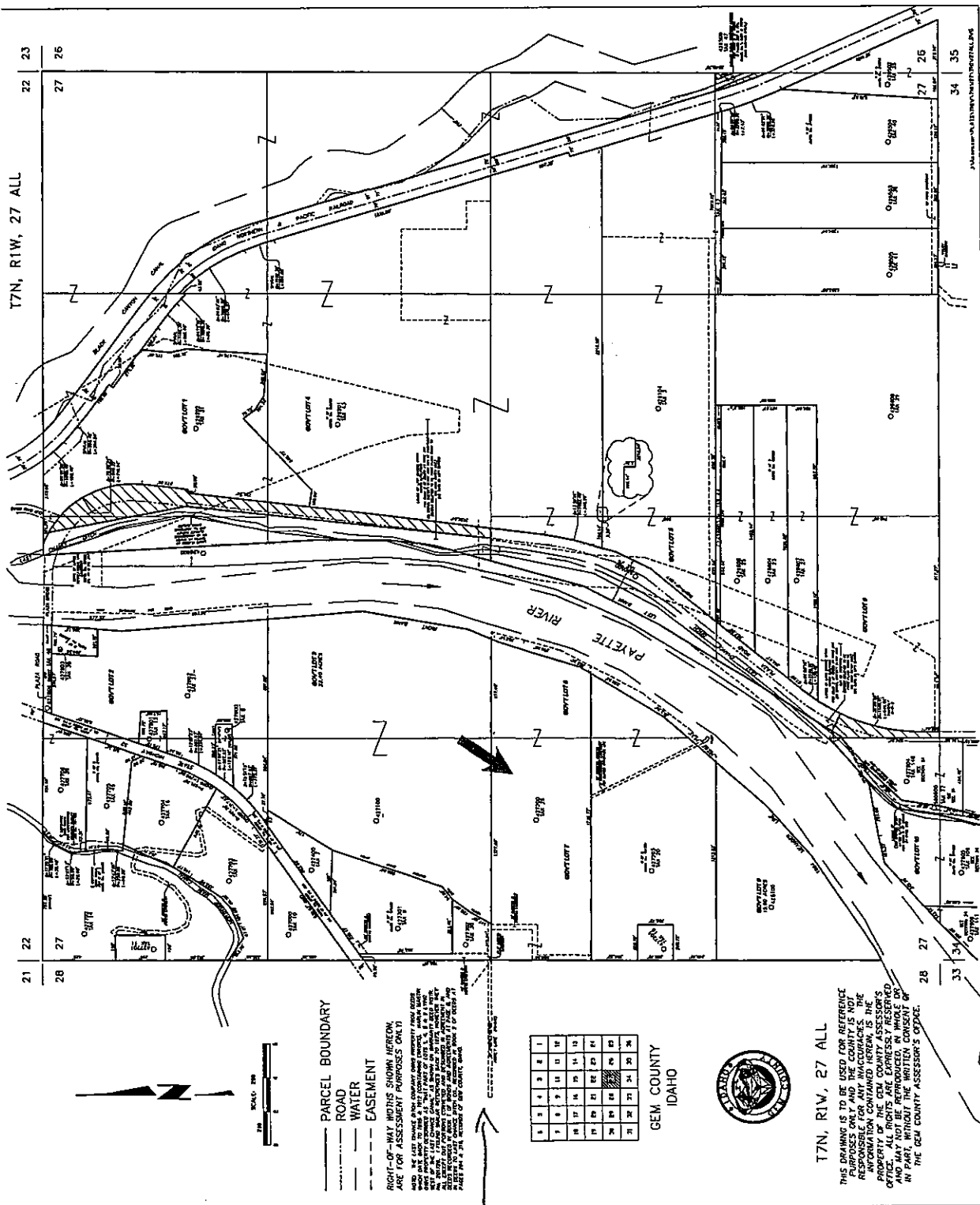
Receipt Amt. \$25 -Receipt No. C089063

WR _____ Date _____

This plat is included solely for the purpose of assisting and locating said premises and Stewart Title assumes no liability for variations, if any, in dimensions and locating ascertained by actual survey.



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Honey Lane

I CERTIFY THIS TO BE A TRUE &
CORRECT COPY OF THE ORIGINAL.

Shelly Gannon
for Stewart Title

Instrument # 273283

EMMETT, GEM, IDAHO
2009-07-29 11:50:06 AM No. of Pages: 5
Recorded for: STEWART TITLE OF EMMETT
SHELLY GANNON Fee: 15.00
Ex-Officio Recorder Deputy JEvans
Index To: WARRANTY DEED
Electronically Recorded by Simplifile



5 pgs
9064469 JW/PB

WARRANTY DEED

Corporate

First Mutual Bank, a division of Washington Federal Savings successor by merger to First Mutual Bank, a Washington Corporation, a Corporation duly organized and existing under and by virtue of the laws of the State of, with its principal office at 425 Pike St., Seattle, WA 98101-3902
Grantor hereby CONVEYS or GRANTS and WARRANTS unto

Raymond Laird Whipple and DeeAnn Whipple, husband and wife

the Grantee, whose current address is HC 34 Box 210, Caliente, NV 89008

the following described premises, to wit:

See "Exhibit A" attached hereto

Parcel Number: RP00427200

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its authorized officers, this 9th day of July, 2009.

First Mutual Bank, a division of Washington Federal Savings successor by merger to First Mutual Bank, a Washington Corporation

By *Ronald L. McKenzie*
Ronald L. McKenzie
Vice President

By *James E. Cady*
James E. Cady
Sr. Vice President



5 pgs
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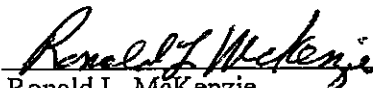
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

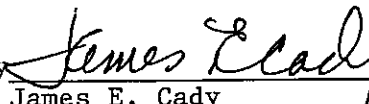
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First Mutual Bank, a division of Washington Federal Savings successor by merger to First Mutual Bank, a Washington Corporation

By


Ronald L. McKenzie
Vice President

By


James E. Cady
Sr. Vice President

9064469 JW/PG

STATE OF WA)

COUNTY OF King)

) ss.

On this 23 day of July, 2009, before me, the undersigned, a Notary Public, in and for said State, personally appeared Ronald L. McKenzie and James E Cady, known to me, and/or identified to me on the basis of satisfactory evidence, to be the Vice President and Sr. Vice President, of the corporation that executed the instrument and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of it's board of directors and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Judy L Warner
Notary Public: Judy L Warner
Residing at: Federal Way
My Commission Expires: 6/29/10

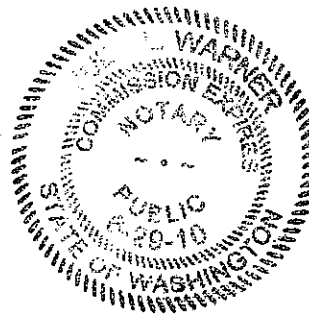


Exhibit A
LEGAL DESCRIPTION

Order No.: 409064469 JW/PG

A tract of land in a portion of U.S. Government Lots 6 & 7, Section 27, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, described as follows;

Beginning at the Northwest corner of Government Lot 7, Section 27, Township 7 North, Range 1 West, Boise Meridian, marked by a found brass cap Monument; thence North 89°09' 14" East along the North Line of Government Lots 6 & 7, a distance of 1944.89 feet to a point on a random line said random line being approximately 50 to 75 feet Westerly of the West bank of the Payette River; thence Southerly along said random line, the following courses and distances;
South 12°58'03" West, a distance of 203.14 feet
South 14°50'24" West, a distance of 219.99 feet
South 27°06'49" West, a distance of 203.34 feet to a set 1/2 inch iron pin L.S. 4018;
thence leaving said random line South 89°09' 4" West, a distance of 1739.77 feet to a point on the West line of U.S. Government Lot 7 marked by a set 1/2 inch iron pin L.S. 4108; thence North 01°01'16" West along the West line of U.S. Government Lot 7, a distance of 588.68 feet to the Point of Beginning.

Together with a 15 foot wide (measured at right angles) ingress-egress and maintenance easement said easement being 10 feet Westerly and 5 feet Easterly of the following described line:

Commencing at the Northwest corner of said Government Lot 7; thence South 01°01'16" East along West line of Government Lot 7 a distance of 588.68 feet; thence North 89°09'14" East a distance of 970.01 feet to the Real Point of Beginning; thence South 25°31'32" East, a distance of 749.87 feet; thence South 63°15'07" East, a distance of 20.30 feet to the Westerly bank of the Payette River, last said point on the Westerly bank of the Payette River being the terminus of said easement.

Said Tract of land subject to a 30 foot wide ingress and egress easement over and across the following tract of land;

Commencing at the Northwest corner of Government Lot 7, marked by a found brass cap monument; thence North 89°09'14" East along the North line of the Government Lot 7 a distance of 180.00 feet to the Real Point of Beginning; thence South 01°01'16" East, a distance of 242.00 feet; thence South 89°09' 14" West, a distance of 180.00 feet to a point on the West line of Government Lot 7; thence South 01°01'16" East along the West line of Government Lot 7, a distance of 346.68 feet; thence North 89°09'14" East, a distance of 30.00 feet, thence North 01°01'16" West and parallel with the West line of Government Lot 7, a distance of 316.68

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feet; thence

North 89°09'14" East, a distance of 180.00 feet thence

North 01°01'16" West and parallel with the line of Government Lot 7 a distance of 272.00 feet to a point on the North Line of Government Lot 7; thence

South 89°09' 14" West, along said North line of Government Lot 7 a distance of 30.00 feet to the Point of Beginning.

Together with an Easement ingress and egress as set forth in Easement recorded January 27, 2006 as Instrument No. 249110, more particularly described as follows:

A Tract of land situate in a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, more particularly described as follows:

The Portion of Grantors property between the South line of the Southwest Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 1 West, Boise Meridian and a line located 21.5 feet to the North of and running parallel to the South line of the Southwest Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 1 West, Boise Meridian.

Also together with an ingress and egress easement as set forth in Easement recorded March 1, 2007 as Instrument No. 257911, described as follows:

A portion of the Southeast quarter of the Northeast quarter of Section 28, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, more particularly described as follows:

The portion of Grantors' property between the South line of the Southeast Quarter of the Northeast Quarter of Section 28, Township 7 North, Range 1 West, Boise Meridian and a Line located 20 feet to the North of and running parallel to the South line of the Southeast Quarter of the Northeast Quarter of Section 28, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho.

Also together with an ingress and egress easement as set forth in Easement recorded March 1, 2007 as Instrument No. 257914, more particularly described as follows:

A tract of land situate in a portion of the Southeast Quarter of the Northeast Quarter of Section 28, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, described as follows:

The portion of Grantors property between the South line of the Southeast Quarter of the Northeast Quarter of Section 28, Township 7 North, Range 1 West, Boise Meridian and a line located 21.5 feet to the North of and running parallel to the South line of the Southeast Quarter of the Northeast Quarter of Section 28, Township 7 North, Range 1 West, Boise Meridian.

Together with an ingress, egress & utility easement, under, over and across a portion of the southwest Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, lying 40.00 feet east of and adjacent to the following described line:

North 01°01'16" West and parallel with the line of Government Lot 7 a distance of 272.00 feet to a point on the North line of Government Lot 7; thence

South 89°09'14" West, along said North line of Government Lot 7 a distance of 30.00 feet to the

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Point of Beginning.

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Together with an ingress, egress & utility easement, under, over and across a portion of the Southwest Quarter of the Northwest Quarter of Section 27, Township 7 North, Range 1 West, Boise Meridian, Gem County, Idaho, lying 40.00 feet east of and adjacent to the following described line:

Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 27; thence

North 00°06'05" West 755.81 feet along the West line of said Southwest Quarter of the Northwest Quarter to a point on the Southerly right-of-way line of State Highway 52 being the terminus of this easement.

The East line of this easement shall be extended Northerly to intersect the Southerly right-of-way line of said State Highway 52.