

RECEIVED

MAR 16 2009

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 85-7268	(YES)				
85-4135					

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)

ROBERT F. & SARAH SHAWLEY
PO Box 2631
OROFIND, ID 83544

4. New Owner/Claimant(s)

CRAIG A AND ALISON J. THOMAS
Name Connector (Check one): [] and, [] or, [] and/or (HUSBAND AND WIFE)

New Mailing Address

3466 Hwy 12

City, State and ZIP Code

OROFIND ID 83544

New Telephone Number

(208) 476-3551 Email: ALISON.T@CEBRIDGE.NET

5. Date you acquired the property 08-1999

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) Chung A Thomas
 (title if applicable)
D Thomas
 (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 SR7 Date 3-16-2009
 Processed by _____ AJ Date _____

Receipt Amt. \$25-
 Receipt No. 088790 / \$25
 WR _____ Date 0808421

RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

182936

182161

182251

RECEPTION
INDEXED
FILMED
DELIVERED
MAILED

RECEPTION
INDEXED
FILMED
DELIVERED
MAILED

T-21056

WARRANTY DEED

RECEPTION
INDEXED
FILMED
DELIVERED
MAILED

This is re-recorded, re-notarized and re-signed to correct the legal description.

For Value Received, ROBERT F. SHAWLEY and SARAH SHAWLEY, sometimes known as SALLY SHAWLEY, husband and wife, as Grantors, do hereby grant, bargain, sell and convey unto CRAIG A. THOMAS and ALISON J. THOMAS, husband and wife, the Grantees, whose current address is 3466 Highway 12 Orofino ID 83544, all of their interest in the following described premises situate in the County of Clearwater, State of Idaho, to-wit:

Township 36 North, Range 2 East, Boise Meridian
Section 28: SW $\frac{1}{4}$ NW $\frac{1}{4}$

Excepting all that portion of Westwood Terraces as described in Book 45 of Deeds, page 3

ALSO:

Government Lot 3 and 4 and the SW $\frac{1}{4}$ of Section 28, Township 36 North, Range 2 East, Boise Meridian.

ALSO:

Section 33, Township 36 North, Range 2 East, Boise Meridian, that portion of Lots 3 and 4 North of the following described line: Beginning at the Northeast corner of Lot 3, Section 33; thence N.23° East, 250 feet; thence S.69° West, 791 feet; thence S.71° West, 810 feet; thence N.83° West, 1,210 feet to a point on the West line of Lot 4, which point is 357 feet South of the center of a certain unnamed creek which crosses the West line of Lot 4, Section 33, extended.

ALSO:

Commencing at the quarter corner common to Section 28 and 33, Township 36 North, Range 2 East, Boise Meridian; thence due East a distance of 12.5 feet to the centerline of the existing power line; thence N.18°20'W. a distance of 900 feet to the True Point of Beginning; thence due West a distance of 40 feet; thence N.18°20'W. a distance of 215 feet; thence due East a distance of 140 feet; thence S.18°20'E. a distance of 215 feet; thence due West a distance of 100 feet to the True Point of Beginning.

CLEARWATER LAND TITLE

CLEARWATER LAND TITLE

30.00

4:20 P.M. 23rd September 1999
By: Robin Christensen

CLEARWATER LAND TITLE

Filed and recorded at the request of -
-1- at 2:25 o'clock P.M., this 25 day of Aug, 1999
By: Robin Christensen
Ex-Officio Auditor-Recorder
Clearwater County, Idaho
Fee: \$ 27.00
Return: CLEARWATER LAND TITLE

EXCEPTING:

A portion of Lot 4, Section 28, Township 36 North, Range 2 East, Boise Meridian, described as:

Commencing at the quarter corner common to Section 28 and 33, Township 36 North, Range 2 East, Boise Meridian; thence East on the line common to said Sections, 12.5 feet; thence N.18°20'W., 900 feet to the True Point of Beginning; thence West 40 feet; thence N.18°20'W., 576 feet; thence East 256 feet to the centerline of the Lewis-Clark Highway (U.S. Highway No. 12) as the same is now located; thence Southeasterly along the centerline of said Highway, 675 feet, more or less, to a point due East to the true point of beginning and 413 feet therefrom; thence West 413 feet to the point of beginning. LESS: Commencing at the quarter corner common to Section 28 and 33, Township 36 North, Range 2 East, Boise Meridian; thence due East a distance of 12.5 feet to the center line of the existing power line; thence N.18°20'W. a distance of 900 feet to the True Point of Beginning; thence due West a distance of 40 feet; thence N.18°20'W. a distance of 215 feet; thence due East a distance of 140 feet; thence S.18°20'E. a distance of 215 feet; thence due West a distance of 100 feet to the True Point of Beginning.

EXCEPTING:

Township 36 North, Range 2 East, Boise Meridian
Section 28: That portion of Lot 4 South of the following described line:

Beginning at the Northeast corner of Lot 3, Section 33; thence N.23° East, 250 feet; thence N.69° East to the Clearwater River and the True Point of Beginning of said line; thence S.69° West to the South line of Lot 4, Section 28.

Excepting the right of way of the State Highway.

RESERVING unto the Grantors a life estate in the above described real property, less an ~~approximately 10 acre~~ ^{ess} parcel to which Grantors are entitled to without the burden of such life estate, which ~~XXXXXX~~ parcel is described as follows:

The SE 1/4 SW 1/4 and Government Lot 4 of Section 28, Township 36 North, Range 2 E.B.M.

X S.S.
X AT
X CAT

EXCEPTING:

A portion of Lot 4, Section 28, Township 36 North, Range 2 East, Boise Meridian, described as:

Commencing at the quarter corner common to Section 28 and 33, Township 36 North, Range 2 East, Boise Meridian; thence East on the line common to said Sections, 12.5 feet; thence N.18°20'W., 900 feet to the True Point of Beginning; thence West 40 feet; thence N.18°20'W., 576 feet; thence East 256 feet to the centerline of the Lewis-Clark Highway (U.S. Highway No. 12) as the same is now located; thence Southeasterly along the centerline of said Highway, 675 feet, more or less, to a point due East to the true point of beginning and 413 feet therefrom; thence West 413 feet to the point of beginning. LESS: Commencing at the quarter corner common to Section 28 and 33, Township 36 North, Range 2 East, Boise Meridian; thence due East a distance of 12.5 feet to the center line of the existing power line; thence N.18°20'W. a distance of 900 feet to the True Point of Beginning; thence due West a distance of 40 feet; thence N.18°20'W. a distance of 215 feet; thence due East a distance of 140 feet; thence S.18°20'E. a distance of 215 feet; thence due West a distance of 100 feet to the True Point of Beginning.

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Excepting the right of way of the State Highway.

Grantors reserved life estate is limited to the sole use and occupancy of the Grantors, and is not transferrable or assignable, and shall not give rise to any right of Grantors to encumber or grant any lien in the same, or to transfer possession of the property to any other person or entity. Said life estate, further, shall not entitle the Grantors to harvest, sell, encumber, or otherwise transfer any minerals, timber, rock, or other natural resources appurtenant to the above described real property, and shall also not entitle Grantors to profits from said property, unless they obtain the written consent of the Grantees in advance, in which case all

rents, profits, and issue from the harvest of timber, minerals, rock, or other natural resources, shall be divided equally between the Grantors and the Grantees.

In the event both Grantors permanently relinquish or abandon possession of the property in which they reserve a life estate, defined for the purposes of this paragraph as being absent from the property for continuous period of sixty (60) days or more without either the intent to return or the ability to return, or without the intent or ability to utilize the property as a primary residence, said life estate shall terminate, and Grantees shall be entitled to full possession of the real property.

During the pendency of said life estate, but only while Grantors are in possession of said property, Grantors shall be responsible for payment of one-half all property taxes, insurance costs, and county, city, state or federal levies. In conjunction with the Grantees, the Grantors shall also, while occupying the property, keep in place sufficient property, casualty, and fire insurance to repair or replace the buildings and outbuildings on said property in the event they are damaged or destroyed by an insurable peril.

For the portion of property described above, deeded free of the life estate held by Grantors, Grantees shall be required to keep in place sufficient property, casualty or fire insurance in a sufficient amount to repair or replace the buildings to their current condition in the event they are damaged or destroyed by an insurable peril. All insurance policies shall name, as loss payees, both the Grantors and the Grantees.

Grantors agree not to allow the property in which they retain a life estate to fall into disrepair, or to allow waste of the same.

PROVIDED, HOWEVER, THAT DURING THE PENDENCY OF THE LIFE ESTATE RESERVED ABOVE, THE FOLLOWING RESTRICTIONS SHALL APPLY TO THE REAL PROPERTY HEREIN BEING CONVEYED:

- a. The Grantees shall transport all hay and feed for, and care for, feed, and supervise all livestock kept on all real property described above (hereinafter "Property"). Grantees shall not bear the cost of purchasing hay and feed, and the cost of any veterinary care, and all other costs incidental to owning said livestock, such costs being the responsibility of the Grantors.

- b. The Grantees shall provide maintenance for all fences located on the Property to keep them in a reasonably sound condition, with the Grantors paying all costs associated with all fences.
- c. The Grantees shall provide for reasonable repair and maintenance services which are within their ability and expertise for maintenance of the Grantors' home, and for maintenance of all outbuildings on the Property to maintain their condition in reasonable repair. Grantors shall bear the costs of all contractors, electricians, plumbers, or any other professionals, together with the costs of materials. This covenant shall not be construed so as to require the Grantees to provide maintenance/handy-man type services, or to require significant construction or specialized services normally associated with persons with specialized knowledge, expertise or licensing.
- d. To the extent reasonably possible given the Grantees' employment and personal circumstances, the Grantees shall provide to Grantors local transportation services, solely in the form of a person available to drive the Grantors to and from locations within a reasonable distance from their home. Grantors shall assume all costs associated with transportation.
- e. The Grantees shall keep all water lines on the property in reasonably good working condition, with the Grantors paying all costs associated with repair and maintenance of the water lines.
- f. The Grantees shall assist Grantors in the reasonable development and maintenance of the Grantors' lawn and garden, including the following: water the lawn, mow the lawn at no fewer intervals than twice per month, water the garden, weed the garden as necessary, and assist Grantors with tilling and planting the garden.
- g. To the extent reasonably within the expertise and knowledge of the Grantees, and giving due consideration to the Grantees' employment and personal requirements, the Grantees shall

provide to Grantors maintenance services on the vehicles, household equipment, and ranch equipment of the Grantors, with all costs of the same being the responsibility of the Grantors.

- h. To the extent reasonably within the expertise and knowledge of the Grantees and giving due consideration to the Grantees' employment and residence outside of the home of Grantors, and giving due consideration to the personal needs and circumstances of the Grantees, the Grantees shall assist the Grantors with any health care needs of the Grantors that may arise. This provision shall not require the Grantees to reside with Grantors, or to provide services which are within the purview of a professional health care provider.
- i. Grantors and Grantees agree that the conditions of this present deed do not contemplate nor shall they be construed as employment of the Grantees by the Grantors. In the event Grantees suffer any injuries whatsoever during their performance of the conditions herein set forth, Grantees specifically waive any claim against the Grantors for Workman's Compensation, or otherwise.
- j. In the event any disputes arise as to these restrictive covenants, the parties specifically agree to arbitrate their differences, such arbitration shall be binding upon both parties. Such arbitration shall commence with the complaining party providing the other party sixty (60) days advance written notice of the complained event. In the event such complained event is not cured within sixty (60) days, Grantors and Grantees shall submit their differences to a arbitrator upon whom they both agree and then enter into arbitration in order to resolve their differences. Should the Grantors and Grantees fail to agree upon a arbitrator, each party shall choose a arbitrator and said arbitrator shall choose a third arbitrator, such third arbitrator shall be an attorney duly authorized and licensed by the State of Idaho, and the third arbitrator shall then solely arbitrate the dispute. All costs of arbitration shall be borne equally by both

parties. Grantors and Grantees specifically agree that it shall be within the authority of the arbitrator to determine a dollar value for any differences. Such dollar value may then be applied as a debit or credit, as the case may be, against the then unpaid principal balance due on the mortgage note being executed simultaneously herewith.

TOGETHER WITH an Easement for ingress and egress from Lew D. Magnum and Patricia A. Magnum, husband and wife, Grantors, to Robert F. Shawley and Sally Shawley, husband and wife, which easement will be recorded simultaneously with this Warranty Deed.

SUBJECT TO terms and conditions as contained in Agreement recorded June 8, 1977 as Instrument No. 115151, records of Clearwater County, Idaho.

SUBJECT TO an easement granted to The Washington Water Power Company, a corporation, recorded July 3, 1979 as Instrument No. 122539, records of Clearwater County, Idaho.

SUBJECT TO Easement recorded July 22, 1965 in Book 57 of Deeds, page 305, records of Clearwater County, Idaho.

SUBJECT TO Easement recorded March 1941 in Book 25 of Deeds, page 147, records of Clearwater County, Idaho.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances except rights of way, easements, covenants and restrictions of record, and taxes, levies and assessments for 1999 and thereafter; and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this 23rd day of August, 1999.

GRANTORS:

Robert F. Shawley
ROBERT F. SHAWLEY

Robert F. Shawley
ROBERT F. SHAWLEY

BY: Sally Shawley
SALLY SHAWLEY, sometimes known as

By Sally Shawley
Attorney in Fact

Sally Shawley
SARAH SHAWLEY, sometimes known as
SALLY SHAWLEY
*** See above

Sally Shawley
SARAH SHAWLEY, sometimes known as
SALLY SHAWLEY
Sarah Shawley aka Sally Shawley

WE HAVE REVIEWED THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE WARRANTY DEED AND AGREE TO SUCH TERMS AND CONDITIONS:

Dated: Nov. 17, 1999.

GRANTEES:

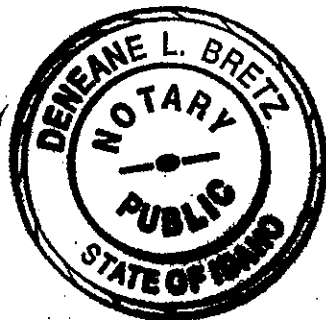
Craig A. Thomas
CRAIG A. THOMAS
Alison J. Thomas
ALISON J. THOMAS

Craig A. Thomas
CRAIG A. THOMAS
Alison J. Thomas
ALISON J. THOMAS

STATE OF IDAHO)
County of Clearwater : ss

On this 25 day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared SARAH SHAWLEY, sometimes known as SALLY SHAWLEY, known or identified to me to be the person whose name is subscribed to the within and 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 above written.

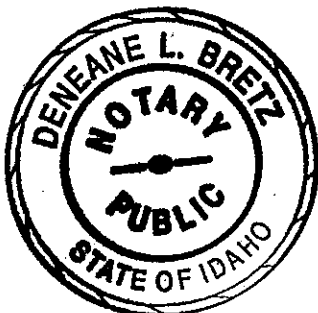


Deneane L. Bretz
Notary Public in and for the State of Idaho, residing at Ordino.
My commission expires 5/10/2005.

STATE OF IDAHO)
County of Clearwater : ss

On this 25 day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared SALLY SHAWLEY, to me known to be the person whose name is subscribed to the within instrument as Attorney-in-Fact of ROBERT F. SHAWLEY, and acknowledged to me that she subscribed the name of ROBERT F. SHAWLEY thereto as principal, and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

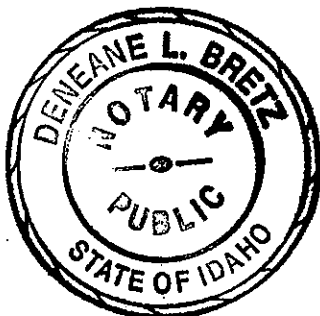


Deneane L. Bretz
Notary Public in and for the State
of Idaho, residing at Orefino, Id.
My commission expires 5/10/2005.

STATE OF IDAHO)
County of Clearwater : ss

On this 23rd day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared CRAIG A. THOMAS and ALISON J. THOMAS, known or identified to me to be the persons whose name are subscribed to the within and foregoing instrument and acknowledged to me that 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.



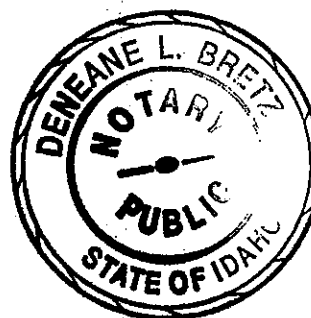
Deneane L. Bretz
Notary Public in and for the State
of Idaho, residing at Orefino, Id.
My commission expires 5/10/2005.

STATE OF Idaho
COUNTY OF Clearwater ss.

On this 3 day of September, 1999, before me, the undersigned notary public in and for the State of Idaho, personally appeared SARAH SHAWLEY, sometimes known as SALLY SHAWLEY, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Deneane L. Bretz
NOTARY PUBLIC FOR
STATE OF Idaho
Residing at: Cropino, Id
Commission expires: 5/10/2005

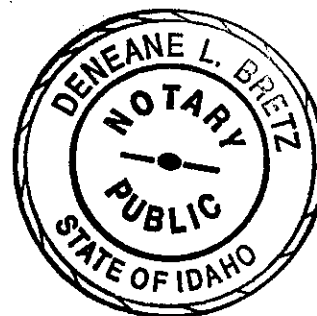


STATE OF Idaho
COUNTY OF Clearwater ss.

On this 3 day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared SALLY SHAWLEY, to me known to be the person whose name is subscribed to the within instrument as Attorney-in-Fact of ROBERT F. SHAWLEY, and acknowledged to me that she subscribed the name of ROBERT F. SHAWLEY thereto as principal, and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

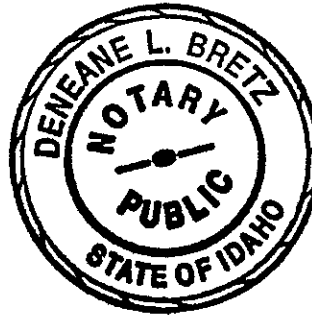
Deneane L. Bretz
NOTARY PUBLIC FOR
STATE OF Idaho
Residing at: Cropino, Id
Commission expires: 5/10/2005



STATE OF Idaho)
: ss
COUNTY OF Clearwater)

On This 17th day of November, 1999, before me, DeNeane L. Bretz, a Notary Public in and for said State, personally appeared CRAIG A. THOMAS and ALISON J. THOMAS Husband and Wife, known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that they executed the same.

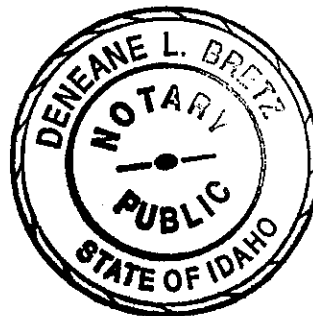
DeNeane L. Bretz
Notary Public of Idaho
Residing at Orofino, ID
Commission Expires: 5/10/2005



STATE OF Idaho)
: ss
COUNTY OF Clearwater)

On This 10th day of November, 1999, before me, DeNeane L. Bretz, a Notary Public in and for said State, personally appeared SALLY SHAWLEY, known or identified to me to be the person whose name is subscribed to the within Instrument as the attorney-in-fact of ROBERT F. SHAWLEY, and acknowledged to me that she subscribed the name of ROBERT F. SHAWLEY thereto as principal, and her own name as attorney-in-fact.

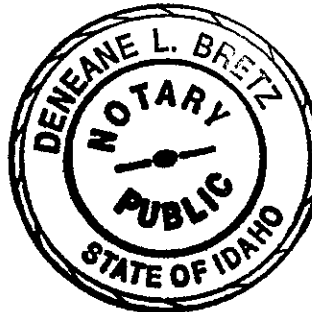
DeNeane L. Bretz
Notary Public of Idaho
Residing at Orofino, ID
Commission Expires: 5/10/2005



STATE OF Idaho)
: ss
COUNTY OF Clearwater)

On This 10th day of November, 1999, before me, DeNeane L. Bretz, a Notary Public in and for said State, personally appeared SARAH SHAWLEY sometimes known as SALLY SHAWLEY, known or identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

DeNeane L. Bretz
Notary Public of Idaho
Residing at Orofino, ID
Commission Expires: 5/10/2005



CLEARWATER LAND TITLE

Filed and recorded at the request of _____
at 8:35 o'clock 4 M., this 23 day of NOV, 1999
By Robin Christensen
Ex-Officio Auditor-Recorder
Clearwater County, Idaho
Fee: \$33.00

Return: CLEARWATER LAND TITLE