

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.

- 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)
34-1130					
WR 34-2493 OK					
WR 34-2333B OK					
WR 34-430 OK					
WR 34-837B OK					

SUPPORT DATA

IN FILE # 34-430

RECEIVED
MAR 20 2009

Department of Water Resources
Eastern Region

- The following **REQUIRED** information must be submitted with this form:
 - The appropriate **FILING FEE**. See instructions for fee amounts.
 - 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**.
 - 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

- 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**.

- Name and Address of Former Owner/Claimant(s)
 USA FSA
 9173 W Barnes STE B
 Boise, ID 83709
- New Owner/Claimant(s)
 Robert K. Moss and Carol C. Moss
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address
 3490 West 3600 North
- City, State and ZIP Code
 MOORE, IDAHO 83255
- New Telephone Number
 (208) 554-4302 Email: MOSSRIKC@AOL.COM

5. Date you acquired the property

May 19, 1995

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)

Robert K. MossCarol C. Moss

(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 Bmk
 Received by Bmk
 Processed by _____ AJ

 Date 3-20-09
 Date 3-20-09
 Date _____

 Receipt Amt. \$ 100.00
 Receipt No. E234873
 WR _____ Date _____

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

COPY

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to

ROBERT K. MOSS and CAROL C. MOSS, husband and wife

, Grantee, for the sum of FIFTY-FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100

all interest in the following described real estate situated in the County of BUTTE and CUSTER

State of IDAHO

, to-wit:

NO. 029422
FILED

Tract A:

Township 6 North, Range 26 East, Butte County, Idaho.

Section 32: NE1/4SE1/4; SW1/4SE1/4; SE1/4SW1/4;
S1/2SE1/4NE1/4SW1/4; S1/2SW1/4NW1/4SE1/4; S1/2SE1/4NW1/4SE1/4
West and South of the B and J Canal; S1/2SW1/4NE1/4SW1/4;
Excepting therefrom: Beginning at the SW corner of said
SE1/4SW1/4, and running thence E. 2.5 rods; thence N. 100 rods;
thence W. 2.5 rods; thence S. 100 rods to the point of beginning.

Section 33: That portion of the NW1/4SW1/4 and the SW1/4NW1/4
lying South and West of Antelope Creek, Together with an easement
across the SE1/4SE1/4.

Township 6 North, Range 26 East, Custer County, Idaho.

Section 33: That portion of the NW1/4SW1/4 lying North and East
of Antelope Creek.

Tract B:

Township 6 North, Range 26 East, Butte County, Idaho.

Section 32: SE1/4SE1/4.

Section 33: SW1/4SW1/4; and beginning at the SE corner of the
SW1/4 of said Section 33, running thence W. 80 rods; thence N. 54
rods to the Big Lost River; thence southeasterly along said river
to the point of beginning.

Township 5 North, Range 26 East, Butte County, Idaho.

Section 4: A portion of the NW1/4 described as: beginning at the
NW corner of said Section 4 and running thence S. 3 rods; thence
E. 160 rods; thence N. 3 rods; thence W. 160 rods to the point of
beginning.

THIS PROPERTY IS SUBJECT TO A CONSERVATION EASEMENT GRANTED TO UNITED STATES
DEPARTMENT OF INTERIOR, FISH AND WILDLIFE SERVICE WHICH IS ATTACHED AS EXHIBIT A.

Together with all waster rights connected with this property as per
Exhibit B.

0209502

Custer County Rec. of

J. L. Title + Trust

Time 11:25 A.M.

Aug 31 1995
Ethel M. Park, Clerk
Gerald M. Park, Deputy

24.00

Y900
This deed is executed and delivered pursuant to the provisions of the credit sale of inventory property formerly owned by Robert K. Moss, former case number 12-012-0518428906, advise number 12-012-00003 and the

authority set forth in 7 CFR 1900, Subpart A.

0508903

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated May 19, 1995 .

UNITED STATES OF AMERICA (Grantor)

By 
LOREN A. NELSON, ACTING STATE DIRECTOR
RURAL ECONOMIC & COMMUNITY DEVELOPMENT
formerly, Farmers Home Administration
United States Department of Agriculture

In the presence of:

*

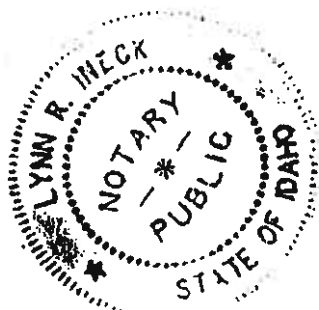
*

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF ADA

On this 19th day of MAY 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared, LOREN A. NELSON, known to me to be the ACTING STATE DIRECTOR, RURAL ECONOMIC AND COMMUNITY DEVELOPMENT, formerly FARMERS HOME ADMINISTRATION, USDA, and person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above mentioned.



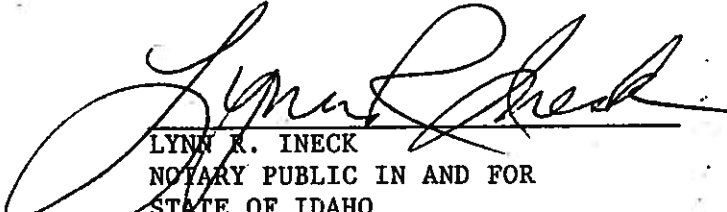

LYNN R. INECK
NOTARY PUBLIC IN AND FOR
STATE OF IDAHO
RESIDING AT NAMPA, IDAHO
MY BOND EXPIRES: 2-7-98

Exhibit A: FULL RESTRICTIONS

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

Township 6 North, Range 26 East Boise, Meridian, Butte and Custer Counties, Idaho

Section 32: NE 1/4 NE 1/4 SE 1/4

Section 33: NW 1/4 SW 1/4

A right of way for access to the easement shall be provided. The placement of the access can be negotiated between the landowner and the Easement Manager.

The above right of way shall be sufficiently wide (not to exceed 20 feet) to accommodate access by vehicles and equipment deemed necessary or desirable by the easement manager for easement management. Any costs associated with road construction and maintenance shall be shared by the landowner and, subject to the availability of funds, the easement manager commensurate with their respective levels of use. In the event that the location of a road or trail becomes impractical due to erosion, Acts of God, or other cause, said location can be reasonably adjusted to accommodate access in accordance with the rights of paragraph III-A herein.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including: (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (8) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by the easement manager either where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purpose of this easement, provided:

(1) the easement manager bears the costs of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area;

(2) the easement manager shall consult with the landowner to determining the need for and the scope of fencing; and

(3) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities.

The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or reestablish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner prior to any such manipulatory action occurring in order to determine the most appropriate method to avoid possible damage to the property(s) adjoining the easement area.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent or regulate grazing or other types of encroachment on the easement area.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the preservation and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service in accordance with Title XII of the Food Security Act of 1985 (16 U. S. C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or order which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors and assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance

of any rights of the United States under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

I. Any subsequent amendment to or change in the timing and intensity of hay cutting or mowing and grazing on the easement area after the date of this conveyance shall require the approval of both the easement manager and the landowner.

EXHIBIT B to QuitClaim Deed to Robert K. Moss

WATER RIGHTS: Together with any and all water and ditch rights appertaining thereto, including but not limited to the following water rights:

- 1) 80 inches (miners inches), 5/1/1886, decreed right #34-00430, Big Lost River;
- 2) 110 inches, 6/1/1887, decreed right #34-00837B, Big Lost River;
- 3) 60 inches, 5/1/1905, Antelope Creek, has not been filed on;
- 4) Storage of 2,265 day inches in Mackay reservoir for west 95.9 acres.
- 5) Storage of 1,383 day inches in Mackay Reservoir for fields 2 & 3 (75.8 acres);
- 6) Irrigation well water right license #34-02333B, 07/07/1955, 1.86 cubic feet per second (c.f.s.); and
- 7) Un-named stream (drainage ditch) water right license #34-02493, 10/13/1966, 1.25 c.f.s.

Irrigation Equipment List

<u>Item</u>	<u>Manufacturer</u>	<u>Comment</u>	<u>Size</u>	<u>Length</u>	<u>Condi- tion</u>
Motor	U.S.	West well	20 HP	-	F
Pump	Layne & Bowler	West well	-	75'	F
Motor	U.S. Motor	Drain ditch	30 HP	-	F
Pump	Berkley centrif.	Drain ditch	-	0'	F
Wheel-lines	Wade Rain	3, west field	4&5"	4,950'	F
Main-line	buried plastic	West field	8&6"	2,600'	F
Wheel-lines	Wade Rain	3, east 2 fields	4&5"	3,200'	F
Main-line	none	East 2 fields	0	-0-	--