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DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

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Department of Water Resources
Eastern RegionPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s):

PD 81-10217 / PD 81-10214 / PD 81-10216

Adjudication Claim No(s):

\$75

2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former
Owner/ClaimantWilliam A. Calligan
1050 9TH LEWISTON, ID. 83504

4. New Owner/Claimant(s)

JOSH B Klucewich

New Mailing Address

20605 Spotted Fawn Rd Huson

City, State and ZIP Code

HUSON MT. 59846

New Telephone Number

(406) 626-1690

5. Date you acquired the property

6/17/05

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate

5

Number and type of stock

250 PAIR

Diversion rate in CFS

0.06

Number of homes

2

Other uses

Stockwater

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner
or Claimant(s)J B Klucewich

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

SUPPORT DATA

IN FILE # 81-10214

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JUL 25 2005

Department of Water Resources
Eastern Region

442160

COPY

WARRANTY DEED

STATE of IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE 60,	
at 3:45 p.m.	on 6-17-05
ROSE E. GEHRING	
By Sandy J. Joun	Recorder
Fees \$ 12.00	Expiry

THIS INDENTURE, made on this 15th day of June, 2005, by and between

WILLIAM A. CALLIGAN and SUSAN J. CALLIGAN, husband and wife, of Rt. 1 Box 155, Kooskia, ID 83539, hereinafter referred to as the Grantors, and JOSH B. KLUCEWICH, current Trustee of the JOSH B. KLUCEWICH LIVING TRUST, dated February 3, 1997 as to a 32.3% interest, and ALPINE SKY MESA, LLC, a California limited liability company, as to a 67.7% interest, as tenants in common, of 17955 Cuyamaca Meadows Rd., Julian, CA 92036, hereinafter referred to as the Grantees.

WITNESSETH:

That the said Grantors, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, and also in consideration of the Grantees' participation in a Section 1031 Exchange under the terms of the Internal Revenue Code, and other good and valuable considerations to them in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, having granted, bargained, sold, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantees, their heirs and assigns, forever all the following described real property situate in the County of Idaho, State of Idaho, to wit:

Township 31 North, Range 5 East, Boise Meridian, Idaho County, Idaho
Section 3: Government Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 4: Government Lot 1, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
Section 5: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
Section 8: NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 9: NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 10: W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

LESS: A parcel of land in said Township and Range, being in Section 3 and more particularly described as follows: From the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 3; thence South approximately 600 feet to an existing road; thence approximately N60° E. 120 feet along said road to point of beginning, which point is marked by a pin in the road and a corner post on the North side of the road. From said point of beginning North 350 feet; thence East 183 feet; thence South approximately 253 feet to center line of said existing road; thence approximately S60° W. along center line of said existing road to the point of beginning. Sometimes known as Assessor's Tax No. 77.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, the remainder and remainders, rents, issues and profits thereof, and all estate,

right, title, and interest in and to the said property as well in law as in equity of the said Grantors.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances unto the said Grantees, their heirs and assigns, forever.

And the said Grantors, for themselves, their heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they were well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell, and convey the same in the manner and form aforesaid, and that the same are free and clear from all and former grants, bargains, liens, taxes, assessments, and encumbrances of whatever kind or nature whatsoever, *EXCEPT*:

- 1) General taxes for the year 2005, which are a lien, not yet due and payable.
- 2) Right of Way Deed for Wagon Road, including the terms and conditions thereof, by and between R. R. Rideout and Lettie E. Rideout, husband and wife, parties of the first part, and the County of Idaho, State of Idaho, a municipal corporation, party of the second part, recorded April 20, 1917 under Instrument No. 47968, Book 41 page 336 records of Idaho County, Idaho.
- 3) Right of Way Deed for Wagon Road, including the terms and conditions thereof, by and between Levi Brown and Mrs. M. Annie Brown, parties of the first part, and the County of Idaho, State of Idaho, a municipal corporation, party of the second part, recorded April 20, 1917 under Instrument No. 47969, Book 41 page 337, records of Idaho County, Idaho.
- 4) Agreement as set forth in Warranty Deed, including the terms and conditions thereof, by and between Elmer Ralstin and Irene Ralstin, husband and wife, parties of the first part, and Carrie Teats, a widow, party of the second part, recorded June 22, 1959 under Instrument No. 198290, Book 93 page 116, records of Idaho County, Idaho, that the present boundaries of said property shall remain as now established.
- 5) Agreement as set forth in Warranty Deed, including the terms and conditions thereof, by and between Carrie Teats, a widow, grantor, and Elmer Ralstin and Irene Ralstin, his wife, grantees, recorded June 22, 1959 under Instrument No. 198291, Book 93 page 117, records of Idaho County, Idaho, that the present boundaries of said property shall remain as now established by existing fences.
- 6) Right of Way Deed, including the terms and conditions thereof, by and between Paul W. Mattoon and Ihla M. Mattoon, man and wife, grantors, parties of the first part, and the United States of America, party of the second part, recorded April 19, 1960 under Instrument No. 201309, Book 94 of Deeds, page 48, records of Idaho County, Idaho.
- 7) Right of Way Deed, including the terms and conditions thereof, by and between Carrie Teats, a widow, grantor, party of the first part, and the United States of America, party of the second part, recorded April 21, 1960 under Instrument No. 201325, Book 94 page 59 records of Idaho County, Idaho.
- 8) Right of Way Deed, including the terms and conditions thereof, by and between Elmer Ralstin and Irene Ralstin, man and wife, party of the first part, and the United States of America, party of the second part, recorded June 16,

1960 under Instrument No. 201791, Book 94 page 176, records of Idaho County, Idaho.

- 9) Reservations of one-fourth interest in all oil, gas, and minerals in said land as set forth in Warranty Deed, including the terms and conditions thereof, by and between Paul W. Mattoon and Ihla M. Mattoon, husband and wife, grantors, and William L. Hanshaw and Drula J. Hanshaw, husband and wife, and Jack O. Spencer and Vivian Spencer, husband and wife, grantees, recorded July 23, 1965 under Instrument No. 220297, Book 103 page 239, records of Idaho County, Idaho.
- 10) Easement for Road Purposes, including the terms and conditions thereof, by and between Charles W. Cram and Charlotte Cram, husband and wife, first parties, and Vinal Hardin and John Hardin, a partnership, second parties, recorded November 5, 1979 under Instrument No. 282125, records of Idaho County, Idaho.
- 11) Easement for Road Purposes, including the terms and conditions thereof, by and between Charles W. Cram and Charlotte Cram, husband and wife, first parties, and Connie L. Soden and Ellis Soden, her husband, second parties, recorded September 6, 1983 under Instrument No. 308143; and Corrected Easement for Road Purposes, recorded November 17, 1983 under Instrument No. 309799, all records of Idaho County, Idaho.
- 12) Right of Way Easement, including the terms and conditions thereof, by and between Nancy L. Clancy and Idaho County Light & Power Cooperative, Inc., a corporation, recorded January 29, 1991 under Instrument #357094, records of Idaho County, Idaho.
- 13) Lien for any taxes deferred by virtue of the designation of the insured premises or any portion thereof as forest lands as provided in Section 63-1701, et seq., Idaho Code.
- 14) Warranty Timber Deed, including the terms and provision thereof, by and between Tabuteau, Inc., a Colorado corporation, and Menasha Corporation, Wisconsin corporation, recorded June 26, 1997 under Instrument No. 393762, records of Idaho County, Idaho.
- 15) Right of Way Easement, including the terms and conditions thereof, by and between William A. Calligan and Susan J. Calligan and Idaho County Light & Power Cooperative Assoc., Inc. a corporation, recorded January 18, 1999 under Instrument No. 0404332, records of Idaho County, Idaho.
- 16) Easement and Right of Way, including the terms and conditions thereof, by and between William A. Calligan and Susan J. Calligan, husband and wife, and Kaitlin R. Devin, a single person, recorded July 29, 2004 under Instrument No. 436599, records of Idaho County, Idaho.

And that the above bargained premises, in the quiet and peaceable possession of the said Grantees, their heirs and assigns, against all and every person or persons lawfully claiming or to claim whole or any part thereof, the said Grantors will and shall WARRANT AND FOREVER DEFEND.

That this Deed is given by Grantors to Grantees not on account of any default in any security agreements or arrangements which pertain to the real property hereinabove written and described, but is given for full consideration paid by Grantees to Grantors.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.


WILLIAM A. CALLIGAN

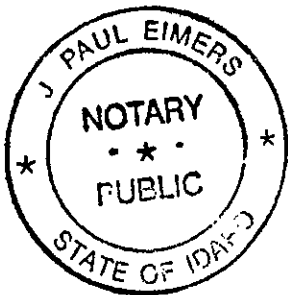

SUSAN J. CALLIGAN

STATE OF IDAHO)
 ss
County of Idaho)

On this 15th day of June, 2005, before me, a Notary Public in and for said County and State, personally appeared WILLIAM A. CALLIGAN and SUSAN J. CALLIGAN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they freely executed the same.

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

(NOTARY SEAL)





Notary Public for the State of Idaho,
Residing at Grangeville, therein.
My commission expires 6-24-2011.