



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

January 15, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

MIR ALI SEYEDBAGHERI
PO BOX 2770
MCCALL ID 83638

RE: Notice of Change in Water Right Ownership for claim no. 79-10064, and
water right nos. 79-7063 and 79-10065

Dear Mr. Seyedbagheri:

The Department of Water Resources received a notice of change in water right ownership from you on December 17, 2007. As a result of your notice, adjudication claim 79-10064 was split into 3 parts. Your portion was decreed on March 20, 2008 and is now known as water right no. 79-14606. I have enclosed a copy of the court decree for your convenience.

Water right license 79-7063 was claimed in the Snake River Basin Adjudication (SRBA) as 79-10065. On December 29, 2000, the SRBA court issued a partial decree for 79-10065. Water right 79-7063 was superseded by this decree and is no longer an active license.

On October 23, 2008, the department addressed your request for a 1/3 portion of water right 79-10065. The water right was split, which resulted in a 1/3 portion of the right being placed in your name. Upon further review of the water right, we find that 79-10065 was decreed as domestic use for 1 home and this right cannot be split. I have restored water right 79-10065 to active status and placed the right back in the name of Chamberland, Inc. as they own the property associated with the domestic use under the water right. I have also included a copy of the decree issued for reference.

You also submitted a \$300 payment with your notice. Since the ownership changes were not processed for 79-10065 and 79-7063 and fees are not charged for active adjudication claims, I have requested that a refund of the \$300 be mailed to you. The refund should be mailed out within 7 – 10 days.

If you have questions, please call me at 208-287-4952.

Sincerely,

A handwritten signature in cursive script that reads "Emalee Rushing".

Emalee Rushing
Office Services Supervisor

Enclosures

c: Chamberland, Inc.

RECEIVED ^{DE}

DEC 17 2007

WATER RESOURCES
WESTERN REGION

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)
KS 79-10064	ADMIN PROCEED CMBLT	1/3			
PD 79-10065		1/3 Dom			
LIC 79-7063		1/3			

Copy sent to S.O.
to process 79-10064
+ solicit claim
for 79-7063.

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 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**.

Needs to be scanned 12/17/07

3. Name and Address of Former Owner/Claimant(s) CHAMBERLAND INC.
224 SPINK LN.
MCCALL ID. 83638-5317

4. New Owner/Claimant(s) MIRALI SEYEDBAGHERI
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address P.O. Box 2770

City, State and ZIP Code MCCALL ID. 83638

New Telephone Number 2- (208) 866-5331 Email: _____

SUPPORT DATA

5. Date you acquired the property

10-31-07

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 ☒	79-10064 $\frac{1}{3}$	1 ac
Stock ☐		
Domestic ☒		
Other ☐		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation ☒	79-10065 $\frac{1}{3}$	1 ac
Stock ☐		
Domestic ☒		
Other ☐		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation ☒	79-7063 $\frac{1}{3}$	1 ac
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)

[Handwritten Signature]

(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 *[Signature]*
 Received by *[Signature]*
 Processed by *[Signature]* A.J.

Date 12-17-07
 Date 12-17-07
 Date _____

Receipt Amt. \$300.⁰⁰
 Receipt No. W036038
 WR *[Signature]* Date 9-25-08

Chamberland Water Rights

79-7063 & 79-10065 domestic use: The field examination states there are 2 homes. The rights go to the homes. It does not appear the rights are not associated with the bare land. We normally would not split this

79-7069 License: Domestic/Irrigation: No Adjudication Claim Filed—see letters

79-10064 Beneficial Use—See Summary and attached maps
There appears to be just under 3 acres of land who gets shorted for the 2 acres of irrigation under this right?

→ These were old demolished homes no longer in use
all remaining parts + foundations to these homes
have been removed from the property. There
are no buildings of any kind on lots A-B-C



LARRY L. SIMONSON

RE-24 PURCHASE AND SALE AGREEMENT FOR VACANT LAND PAGE 2 OF 7 JULY, 2007 EDITION

PROPERTY ADDRESS: CARVER CREEK PARCEL A RIGGINS ID#: 070922110

SEE TERMS D. ADDITIONAL FINANCIAL TERMS:

- ☒ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).
☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 272,000.00 E. **APPROXIMATE FUNDS DUE AT CLOSING:** Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other: NA

- 4. OTHER TERMS AND/OR CONDITIONS:**
1. Purchase to be an owner carry contract at 6% interest amortized for 30 years with a full balloon in 5 years.
 2. Buyer to pay \$50,000 not later than March 15, 2008, and \$30,000 not later than May, 2008
 3. Buyer to pay monthly payments of \$1466.40 beginning November 20, 2008.
 4. Sale is contingent upon the closing of buyers property in Star, Id. This property is currently under contract and due to close on or before Nov 10, 2007.
 5. There shall be no prepayment penalty.
 6. When additional lump sum monies of \$10,000 or more are paid at any one time on this contract, then the payments will be recalculated on the then current balance.
 7. Seller to review and give notice of approval of all long term escrow documents prior to closing.

5. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION: BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.
- B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
- C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.
- D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): power, phone to lot line, 1/3 water rights out of Carver Creek
- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

BUYER chooses ☐ to have inspection; ☒ not to have inspection. If BUYER chooses not to have inspection skip the remainder of section 6. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within NA business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to coordinate time rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

X BUYER'S Initials MA Date 9-24-07 SELLER'S Initials (X) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. Copyright Idaho Association of REALTORS®, Inc. All rights reserved

458035

WARRANTY DEED

For good and valuable consideration CHARLIE L. FORD and BEVERLY J. FORD, husband and wife, as GRANTORS, do hereby grant and convey unto MIR ALI SEYEDBAGHERI, a single man, whose address is: P.O. Box 2270, McCall, ID 83638, as GRANTEE, the following described real property situate in Idaho County, State of Idaho, to wit:

SEE SCHEDULE "C" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

SUBJECT TO:

1. Taxes for 2007 which are an accruing lien and not yet due and payable; and
2. Rights and easements in favor of the public for recreational uses of the Salmon River; and
3. Any claim arising from the difference in the mean high water line of the Salmon River and the meander line as shown by Government Survey or the State of Idaho; and
4. Easement, including the terms and conditions thereof, by and between Thos. Pogue and Mary A. Pogue, husband and wife, and the Pacific Telephone and Telegraph Company, a California corporation, recorded April 18, 1931, under Instrument No. 95383, Book 599 page 371; and assigned to Idaho Telephone Company, recorded September 30, 1968, under Instrument No. 232099, all records of Idaho County, Idaho; and
5. Right of Way Deed, including the terms and conditions thereof, by and between David R. Walters and Lois Walters, husband and wife, and the State of Idaho, recorded November 30, 1953, under Instrument No. 178488, Book 86 page 686, records of Idaho County, Idaho; and
6. All rights of way for public utilities as the same now exist over and across the subject property; and
7. Matters as shown on Survey No. S-296, recorded February 27, 1984, under Instrument No. 311641, records of Idaho County, Idaho; and
8. Easement, including the terms and conditions thereof, by and between Chamberland, Inc., and Idaho County Light & Power, recorded July 28, 2006, under Instrument No. 449901, records of Idaho County, Idaho.

WARRANTY DEED - 1 of 2

Instrument # 458035

IDAHO COUNTY, IDAHO,

2007-10-31 01:49:46 No. of Pages: 3

Recorded for: IDAHO COUNTY TITLE COMPANY

ROSE E. GEMRING

Ex-Officio Recorder Deputy

Fees: \$ 00

TO HAVE AND HOLD the premises, with all appurtenances, including but not limited to appurtenant water rights, to GRANTEE, and his heirs, successors and assigns forever. GRANTORS do by this grant covenant that GRANTORS are the owners of said property in fee simple and that the premises is free from encumbrances done, made or suffered by GRANTORS, or those claiming through GRANTORS, except as set forth herein-above and other encumbrances of record or in use.

Except as otherwise expressly provided in this instrument, GRANTORS hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event GRANTORS 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 GRANTORS, it was not the intent of GRANTORS, by permitting or suffering such possession, use or occupation, to thereby define property boundaries or ownership thereof.

DATED this 31 day of October, 2007.

GRANTORS:

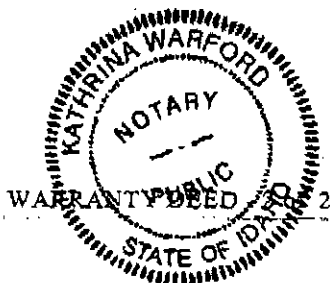
Charlie L Ford
CHARLIE L. FORD

Beverly J Ford
BEVERLY J. FORD

STATE OF IDAHO)
) ss.
County Of Idaho)

On this 31st day of October, 2007, before me personally appeared CHARLIE L. FORD and BEVERLY J. FORD, known to me to be the persons whose names are subscribed to the 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 written above.

Kathleen Ward
Notary Public, in and for the
State of Idaho, residing at
Grangeville, ID therein.
My Commission Expires: 07/05/2011



File No. 20952

SCHEDULE C

Township 25 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 14: A parcel of property located within Government Lot 4,
more particularly described from a survey as follows:

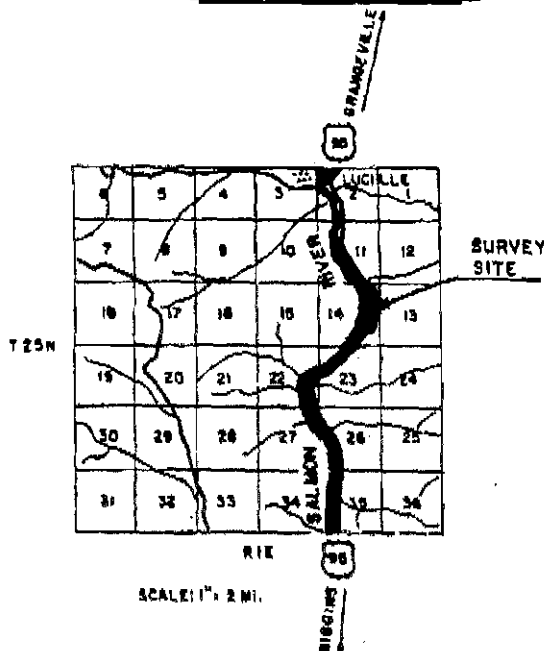
Commencing at the Northeast corner of said Section 14;
thence N 89°39'45" W, 1306.192 feet to the East 1/16
corner;
thence S 10°29'07" E, 1569.541 feet to a found property
corner which is the Initial Point of Beginning;
thence S 00°03'37" E, 180.265 feet along the meandering
highwater line of the Salmon River;
thence S 83°46'01" E, 217.295 feet to a point on the
westerly right of way line of U.S. Highway No. 95;
thence following said right of way line along a curve
with the following data:
Delta = 11°18'10" lt.
R = 1085.916 feet
L = 214.218 feet
Long Ch. = 213.871 feet
T = 107.458 feet
Long Ch. Bearing = N 00°34'54" E, to a common
property corner
thence S 87°22'39" W, 218.600 feet back to the Initial
Point of Beginning.
Sometimes known as Assessor's Tax No. 73.

S-296

CERTIFICATE OF RECORDERINSTRUMENT NO. 311647STATE OF IDAHO } S.S.
COUNTY OF IDAHO }

AT THE REQUEST OF CARL V. EDWARDS THE
 FOREGOING SURVEY WAS FILED FOR RECORD IN
 THE OFFICE OF THE RECORDER OF, IDAHO COUNTY,
 IDAHO ON THE 27th DAY OF Feb, 1984,
 AT 4:05 P.M. AND DULY RECORDED IN SURVEY BOOK
 AT PAGE , FEE: 500

Liberty Johnson Joyce Hart
 DEPUTY RECORDER EX-OFFICIO RECORDER

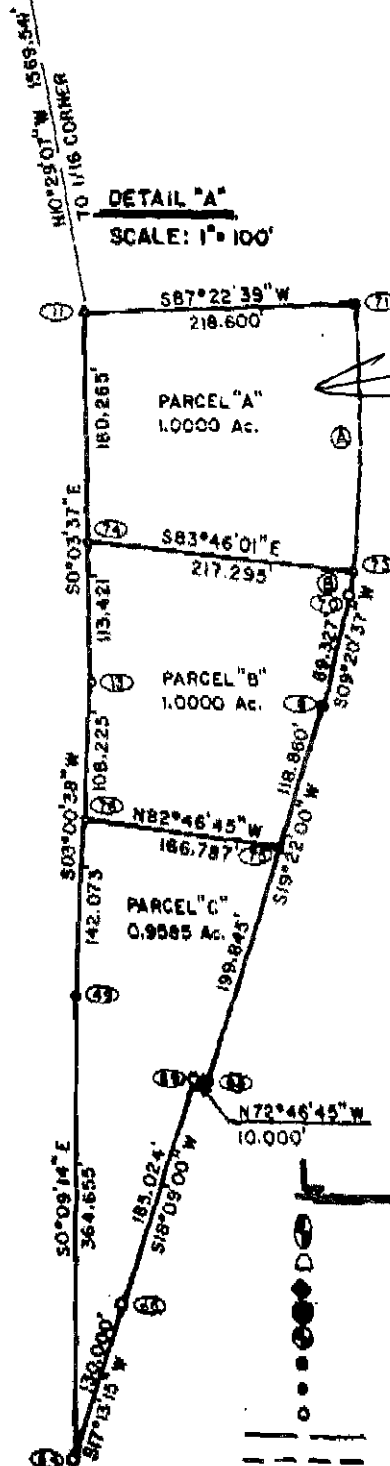
VICINITY MAP**CERTIFICATION**

THIS IS TO CERTIFY THAT I, CARL V. EDWARDS, A
 REGISTERED PROFESSIONAL ENGINEER AND LAND
 SURVEYOR IN THE STATE OF IDAHO, PE-LS 2088,
 HAVE RESPONSIBLE CHARGE FOR THIS SURVEY
 OF THE LANDS AND CORNERS AS INDICATED ON
 THIS 'RECORD OF SURVEY' AND THAT THIS IS A
 TRUE REPRESENTATION OF SAID SURVEY.

Carl V. Edwards
 REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

FOUND D.S.

334.324'

(18)
SINGLE
PROPORTION**COORDINATES**

NO.	N
8	8,153.766
11	8,464.359
13	8,170.674
43	10,000.000
49	7920.721
64	7,556.067
66	7,680.239
68	7,853.097
69	7,856.058
70	8,241.910
71	8,474.361
73	8,260.502
74	8,284.094
75	8,041.634
76	8,062.598
60	10,007.691

LEGEND

SECTION CORNER
 1/4 SECTION CORNER
 1/16 SECTION CORNER
 MEANDER CORNER
 MEANDER CORNER
 HIGHWAY R.O.W.
 PROPERTY CORNER
 R.O.W. POINT - S
 1/4 SECTION LINE
 1/16 SECTION LINE
 HIGHWAY CENTER
 HIGHWAY R.O.W.
 PROPERTY LINE
 COORDINATE MARK
 FND. PROPERTY

A = 11°16'10"
 R = 1085.916'
 A = 214.218'
 C = 213.871'
 T = 107.468'
 LCM = N0°34'54"E

B
 A = 0°59'16"
 R = 1085.916'
 A = 18.721'
 C = 18.721'
 T = 0.000'

NO.	N
79	10014.4
45	10016.4
6	6693
4	7360
5	