



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

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

December 30, 2008

COLBAUGH CATTLE CO
15406 TARBET RD
KENDRICK ID 83537

RE: Water Right No. 86-10605

Dear Interested Party:

Our letter of September 29, 2008 (copy enclosed) requesting a deed that covers Lot 1 Section 13, T37N, R2W for the above referenced water right ownership change remains unanswered. Therefore, I am returning the notice of change in water right ownership request. A copy of your ownership change request information will be kept in our files for reference. A refund check for your filing fees has been requested and will be sent soon to you.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required fees and required paperwork, we will be happy to complete the request for you.

If you have any questions regarding this matter, please call me at 208-287-4962.

Sincerely,

A handwritten signature in black ink, appearing to read 'Emalee Rushing', is written over a horizontal line.

Emalee Rushing
Office Services Supervisor

Enclosure

DEV

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 division of the existing water right or adjudication claim record will be required.

PD

- A. The appropriate FILING FEE.** See instructions for fee amounts.

- OR**

in place of the PLAT OF PROPERTY or SURVEY MAP.
William B. White 609 E. Lockhart Ave
 Alpine, TX 79830

- Danny K Colbath (Pres)

15406 Target Rd

Kendrick, Ida 83537

208 289-3937

- 5-5-05

6. If the change in owner affects the entire water right for each water right or adjudication claim number listed in Item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>SRBA #A86-10605</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Colbough Cattle Co.
(include title if applicable) DAN R. Colbough (pres)

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.

For Office Use Only			
Received by	Date	Fee	
Received by <u>AM15</u>	Date <u>8-22-07</u>	Fee <u>25.00</u>	
Processed by _____ AJ	Date _____	Receipt No. <u>0084798</u>	
		WR _____	Date _____

CORPORATE RESOLUTION FOR BORROWING AND/OR PLEDGING ASSETS

COLBAU CATTLE COMPANY

NAME OF CORPORATION

WHEREAS, this corporation may enter into financial transactions or accommodations with U.S. BANK N.A.
(the "Bank") from time to time;

NOW, THEREFORE, RESOLVED, that any 1 of the officers of this corporation denoted below: [mark authorized officers]

☐ Chairman of the Board

☒ President

☐ Any Vice President

☐ Treasurer

☐ Secretary

☐ Any Assistant Treasurer

☐ Any Assistant Secretary

☐ Other: _____

☐ Other: _____

☐ Other: _____

☐ Other: _____

is (are) authorized, on behalf of and in the name of this corporation, (a) to borrow money from the Bank from time to time in such amounts as such officer(s) shall deem advisable; (b) to make, execute, seal with the corporate seal, and deliver to the Bank, from time to time, loan agreements, disbursing agreements, notes, applications for letters of credit, and other evidence of or agreements concerning such indebtedness, in such amounts with such maturities, at such rates of interest, and upon such terms and conditions as said officer(s) shall approve; (c) to pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible or intangible personal property, or any other assets of this corporation, to execute, seal with the corporate seal, and deliver to the Bank such security agreements, chattel mortgages, assignments, financing statements, real estate mortgages, deeds of trust, lease or rental assignments, assignments of life insurance, agreements not to encumber, or other agreements respecting any or all interests in real or personal property now owned or hereafter acquired by this corporation as may be requested by the Bank to secure any obligations of this corporation to the Bank or to secure the obligations of a third party to the Bank, now existing or hereafter arising, all upon such terms and conditions as said officer(s) shall approve, and to perform such acts required of this corporation in such agreements or otherwise to perfect such security interests; (d) to sell to the Bank, with or without recourse, accounts, contract rights, general intangibles, instruments, documents, chattel paper, equipment, inventory, insurance policies, deposit accounts, rights in action or other personal property of this corporation; (e) to endorse or assign and deliver such property to the Bank, and from time to time to withdraw and make substitutions of such property, or to sell such property to third persons and cause the proceeds of such sales to be applied against the obligations of this corporation to the Bank; (f) to give subordinations, guaranties or other financial accommodations to the Bank (it being the judgment of the governing body of this corporation that any such guaranties may reasonably be expected to benefit the corporation); and (g) to endorse and deliver for discount with the Bank, notes, certificates of deposit, bills of exchange, orders for the payment of money, chattel paper, commercial, or other business paper, howsoever drawn, either belonging to or coming into the possession of this corporation. The signature(s) of said officer(s) appearing on any of the foregoing instruments shall be conclusive evidence of (his/her) (their) approval thereof.

FURTHER RESOLVED, that the authority granted to the officers of this corporation shall continue in full force and effect, and said Bank may rely thereon in dealing with such officers, unless and until written notice of any change in or revocation of such authority shall be delivered to said Bank to the attention of Commercial Loan Servicing by an officer or director of this corporation, and any action taken by said officers and relied on by said Bank pursuant to the authority granted herein prior to its receipt of such written notice shall be fully and conclusively binding on this corporation.

FURTHER RESOLVED, that the actions of any officer of this corporation heretofore taken in borrowing money from the Bank for and on behalf of this corporation, and in securing such indebtedness in any manner authorized herein, and in selling or assigning property of this corporation to the Bank with or without recourse, and in discounting with the Bank commercial and other business paper, be and the same hereby are in all respects ratified, confirmed and approved.

FURTHER RESOLVED, that in consideration of any loans or other financial accommodation made by the Bank to this corporation, this corporation shall be authorized to and shall assume full responsibility for and hold the Bank harmless from any and all payments made or any other actions taken by the Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this corporation designated above regardless of whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures reasonably resemble the specimen or facsimile signatures as provided to the Bank, or for refusing to honor any signatures not provided to the Bank; and that this corporation agrees to indemnify the Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action. The foregoing indemnification shall be effective and may be enforced by the Bank upon delivery to the Bank of a copy of this resolution certified by the Secretary, Assistant Secretary or any other officer of this corporation.

FURTHER RESOLVED, that the Secretary, Assistant Secretary or any other officer of this corporation is authorized and directed to certify to the Bank the foregoing resolutions and that the provisions thereof are in conformity with the Articles of Incorporation and By-Laws of this corporation and to certify to the Bank the names of the persons now holding the offices referred to above and any changes hereafter in the persons holding said offices together with specimens of the signatures of such present and future officers.

FURTHER RESOLVED, that all prior resolutions of this corporation authorizing the borrowing of money from the Bank and the securing thereof, be and they hereby are rescinded and superseded as to all borrowings from the Bank and security transactions with respect thereto effected after the date of adoption of these resolutions.

WARRANTY DEED

THIS INDENTURE, made this 4th day of May, 2005, by and between WILLIAM B. WHITE and BARBARA J. WHITE, husband and wife, the GRANTORS, and COLBAUGH CATTLE COMPANY, of 15406 Tarbet Rd, Kendrick ID 83537, the GRANTEE:

W I T N E S S E T H:

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 other good and valuable considerations to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said Grantee, its successors and assigns forever, all of the following described real property situate in the County of Nez Perce, State of Idaho, to wit:

Parcel 1: A tract in Lot 1 of Section 18, Township 37 North, Range 1 West of the Boise Meridian, records of Nez Perce County, Idaho, described as follows:

Beginning at the Southeast corner of said Lot 1; thence Westerly along the South line thereof (the same being the reservation line) a distance of 27 rods; thence North 24 rods; thence Easterly parallel with the South line of said Lot, 27 rods, more or less, to the East line of said Lot; thence South along said East line 24 rods to the POINT OF BEGINNING.

Parcel 2: All that portion of Lot 5 of Section 13, Township 37 North, Range 2 West of the Boise Meridian, records of Nez Perce County, Idaho, lying Easterly of the County Road running through the said Lot.

SUBJECT TO Right of Way Deed to Clearwater Highway District, recorded July 9, 1924 as Instrument No. 123181, records of Nez Perce County, Idaho.

SUBJECT TO all rights of way for public utilities and public roads as the same now exist over and across the herein described property.

FILED FOR RECORD
9⁰⁰ REG. BY **LAND TITLE**

WARRANTY DEED -1-

2005 MAY -5 A 11:39

PATTY O. WEEKS
RECORDER, NEZ PERCE CO ID

BY Brown DEPUTY

Law Offices of
Keeton and Tait
Lewiston, Idaho

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 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 Grantee and to its successors 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 Grantee, its successors and assigns, that at the time of the ensealing and delivery of these premises they were well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law 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 other and former grants, bargains, liens, taxes, assessments and encumbrances of whatever kind or nature whatsoever, EXCEPTING the levies, assessments and real property taxes for 2005.

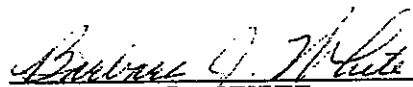
AND the above bargained premises in the quiet and peaceable possession of the said Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantors shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year in this indenture first hereinabove written.

READ AND APPROVED

DC


WILLIAM B. WHITE

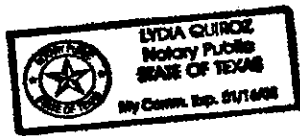

BARBARA J. WHITE

STATE OF Texas)
 : ss.
County of Brewster)

On this 4th day of May, 2005, before me,
Lydia Quiroz, the undersigned, a Notary
Public in and for said state, personally appeared WILLIAM B. WHITE
and BARBARA J. WHITE, known or identified 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 in this certificate first
hereinabove written.

(SEAL)



Lydia Quiroz
Notary Public in and for Texas
Residing at Alpine
My Commission Expires Jan 16, 2008



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, 1910 Northwest Blvd., Suite 210
Suite No. 9 - 4055 Government Way • Coeur d'Alene, Idaho 83814 • (208) 765-1

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

Dear Claimant:

We hereby acknowledge receipt of your Claim to a Water Right in the Snake River Basin Adjudication. It has been assigned the identification number listed on the enclosed receipt. Please refer to this number in any future correspondence.

You should have retained a copy of the claim for your records. If not, please notify this office.

Sincerely,

PATRICIA M. STYPA
Secretary/Office Coordinator

Enc. - Receipt

Celebrate
IDAHO

AJ5855NP
135H

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: March 12, 1999
PAGE: 1

RIGHT NUMBER: 86-10605

NAME AND ADDRESS: BARBARA J WHITE
WILLIAM B WHITE
RT 1 BOX 1290
KENAI AK 99611

*ADDRESS CHANGE
SENT TO DWR 7/7/99.*

SOURCE: SPRING

TRIBUTARY: BEDROCK CREEK

QUANTITY: 0.04 CPS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY-DATE: 05/26/1956

POINT OF DIVERSION T37N R02W S13 NENE Within NEZ PERCE County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01-12-31	0.04 CPS

PLACE OF USE: DOMESTIC Within NEZ PERCE County
T37N R02W S13 NENE

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 37N02W131940

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resource

Receipt No: N002750

Date: 04/06/89
Time: 14:35:35

Received
From: WHITE, WILLIAM B.

Type of Payment	Program A cct	Amount
SRBA FEES	0410162 9337 6490	\$25.00
SRBA #A86-10605		
	Total	\$25.00

CHECK 1587

Idaho Department of Water Resources

Region: NORTHERN

Signature: Dan Callaghan

SRBA

PARTIAL DECREE 86-10605

Issued on 04-25-2001.

This is not an official copy.

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

NAME AND ADDRESS: BARBARA J WHITE
WILLIAM B WHITE
1608 N 6TH ST
ALPINE, TX 79830-2212

SOURCE: SPRING TRIBUTARY: BEDROCK CREEK

QUANTITY: 0.04 CFS
THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 05/26/1956

POINT OF DIVERSION: T37N R02W S13 NENENE Within Nez Perce County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE PERIOD OF USE QUANTITY
Domestic 1 HOME 01-01 TO 12-31 0.04 CFS

PLACE OF USE: Domestic Within Nez Perce County
T37N R02W S13 NENE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:
THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

[Return to SRBA Home Page](#)
