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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<i>Decreed 10-13-06</i> <u>77-7181</u>	<i>sent 10</i> <u>77-7181A</u>	☐			
<i>Decreed 10-13-06</i> <u>77-4035</u>	<u>77-4035A</u>	☐			

SUPPORT DATA

IN FILE # 77-4035

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.**
- Warranty Deeds (2)**
- 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 usually attached to your deed or on file with the county).

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 **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) Salmon River Retreat, L.L.C.
P.O. Box 5405, Boise, ID 83705
4. New Owner/Claimant(s) James A. Foy; Ann S. Foy
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address P.O. Box 1269
- City, State and ZIP Code RIGGINS, IDAHO 83549
- New Telephone Number (208) 628-3059
5. Date you acquired the property 26 June 2006

*77-4035 A & B were both disallowed
and recommended as 77-4035*

SCANNED

JUL 25 2007

6. If the change in ownership 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 _____		
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)
(include title if applicable)

James A. Foy
James A. Foy

Ann S. Foy
Ann S. Foy

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 DS Date 7.3.06 Fee \$25-
 Received by DS Date 7.3.06 Receipt No. 0034416
 Processed by _____ AJ Date _____ WR SK Date 7.23.07

03/29/2006

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 77-4035

NAME AND ADDRESS: SALMON RIVER RETREATS LLC
BOX 5405
BOISE ID 83716

SOURCE: ELKHORN CREEK
SPRING

TRIBUTARY: SALMON RIVER
TRIBUTARY: ELKHORN CREEK

QUANTITY: 0.830 CFS

The quantity of water under this right for domestic and stockwater uses shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/15/1863

POINT OF

DIVERSION: T24N R03E S28 SWNE Within IDAHO County
T24N R03E S28 SWNE Within IDAHO County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.740 CFS
DOMESTIC	01/01 12/31	0.040 CFS
STOCKWATER	01/01 12/31	0.050 CFS

PLACE OF USE: IRRIGATION Within IDAHO County

T24N R03E S21 Lot 8 SWSW 7.00 T24N R03E S21 Lot 7 SESW 30.00

STOCKWATER Within IDAHO County

T24N R03E S21 Lot 8 SWSW

T24N R03E S21 Lot 7 SESW

DOMESTIC Within IDAHO County

T24N R03E S21 Lot 7 SESW

37 ACRES TOTAL

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

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. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right for domestic use and stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 77-7181

NAME AND ADDRESS: SALMON RIVER RETREATS LLC
BOX 5405
BOISE ID 83716

SOURCE: ELKHORN CREEK

TRIBUTARY: SALMON RIVER

QUANTITY: 3.000 CFS
2,172.00 AFY

PRIORITY DATE: 06/28/1982

The rights for the use of water confirmed in this decree shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

POINT OF
DIVERSION: T24N R03E S28 SWNE Within IDAHO County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
POWER	1/01 12/31	3.000 CFS 2,172.00 AFY

PLACE OF USE: POWER Within IDAHO County
T24N R03E S21 SESW

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

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. Section 42-1412(6), Idaho Code.

The diversion and use of water for hydropower purposes under this decree is subject to review by the Director on or after March 1, 2005. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.

Use of water under this right shall be non-consumptive.

COPY

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED **SALMON RIVER RETREAT, L.L.C.**, an Idaho limited liability company, the Grantor, does hereby GRANT, BARGAIN, SELL AND CONVEY unto **PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #121, LLC**, an Idaho limited liability company, whose current address is 703 Americana Boulevard, Suite 120, Boise, Idaho 83702, the Grantee, the following described real property located in Idaho County, Idaho, to wit(the "premises"):

Township 24 North, Range 3 East, Boise Meridian, Idaho County, Idaho,

Section 21: Government Lot 7 lying West of the centerline of Elk Horn Creek, all of Government Lot 8;

Section 28: The East 600 feet of the Northeast Quarter of the Northwest Quarter;

The East 300 feet of the Southeast Quarter of the Northwest Quarter;

The East 300 feet of the Northeast Quarter of the Southwest Quarter;

The West 300 feet of the Northwest Quarter of the Southeast Quarter;

The West 300 feet of the Southwest Quarter of the Northeast Quarter;

TOGETHER WITH the tenements, hereditaments, and appurtenances in anyway appertaining thereunto.

FURTHER TOGETHER WITH all water, water rights, ditch and ditch rights appurtenant to the above described real property, if any there be.

FURTHER TOGETHER WITH all minerals, mineral rights, mineral interests, royalties, royalty rights and royalty interests appurtenant to the above described real property, if any there be.

FURTHER TOGETHER WITH all timber, timber rights and timber interests, if any there be.

FURTHER TOGETHER WITH AND SUBJECT TO an Easement Agreement dated April 20, 2006 by and between Salmon River Retreat, L.L.C. as Grantor and Wm. Douglas McAlvain and Serena E. McAlvain, husband and wife, and the Estate Of Ronald C. Yanke and Linda L. Yanke as Grantees recorded April 25, 2006 as Instrument No. 447955, Records of Idaho County, Idaho.

FURTHER TOGETHER WITH all of Grantor's right, title and interest in and to underground telephone lines consisting of twelve pairs of lines commencing at the junction box with Frontier, a Citizens Communications Company at the Riggins Hot Springs Bridge and running in the Salmon River Road to the premises, including all easement rights and obligations, if any there be; and SUBJECT TO all right, title, interest, and obligations, of Daniel and David Cook and their successors and assigns in and to one of the twelve pair of telephone lines as set forth in that certain Bill of Sale and Agreement for Use of Telephone Cable dated July 15, 1991 by and between Gerald P. Kooyers and Geneva Kooyers individually and Gerald P. Kooyers as President of UCA Systems, Inc. (collectively "Owners"), and Daniel Cook and David Cook, a copy of which is attached hereto as Exhibit "A".

TO HAVE AND TO HOLD the said premises with their appurtenances unto the Grantee, its successors and assigns forever. The Grantor does hereby covenant to and with the Grantee that it is the owner in fee simple of said premises; that they are free from all encumbrances except those set forth above and current years taxes, levies and assessments and except restrictions, reservations and easements of record and easements visible on the premises; and Grantor warrants the title against all its acts and none other, subject to the matters set forth above.

Pioneer1031Co.



A PIONEER COMPANY

December 27, 2006

JAMES A. FOY
ANN S. FOY
PO Box 1269
Riggins, Idaho 83549

Re: Reverse 1031 Exchange
Our file number: 1031-6993R

Dear Mr. & Mrs. Foy,

Enclosed herewith are the following:

- Special Warranty Deed from Pioneer Exchange Accommodation Titleholder #121, LLC to JAMES A. FOY AND ANN S. FOY, HUSBAND AND WIFE placing you in title to the subject real property.

Having satisfied our contractual obligations to you under the Reverse Exchange Agreement, I respectfully request that you return the original Promissory Note issued to you in the amount of \$2,003,968.00 marked "paid in full" as well as satisfy the underlying Mortgage. Please be advised that you should contact Marilyn Marsh at AmeriTitle to accomplish this. Also, in your discussions with Marilyn Marsh, please advise him/her to record the attached Warranty Deed and endorse over the title insurance policy on the subject property to JAMES A. FOY AND ANN S. FOY, HUSBAND AND WIFE using ALTA endorsement form No. 107.9.

Further please execute the attached form to complete our file and return the same in the envelope provided. We appreciate your business and hope to be of service to you in the future.

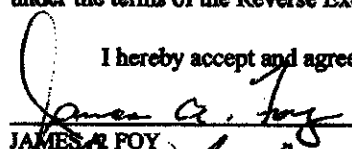
Sincerely yours,



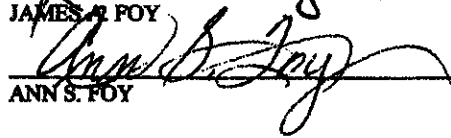
Alicia Reinhard
Accommodator

By acceptance of this document you hereby acknowledge and agree that Pioneer 1031 Company has fully performed under the terms of the Reverse Exchange Agreement.

I hereby accept and agree:


JAMES A. FOY

DATE: 18 Jan 2007


ANN S. FOY

DATE: Jan. 18, 2007

SE 000007

Recording Requested By and
When Recorded Return to:

JAMES A. FOY
ANN S. FOY
PO Box 1269
Riggins, Idaho 83549

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 27th day of December, 2006, is between **PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER # 121, LLC**, an Idaho limited liability company ("Grantor"), and **JAMES A. FOY AND ANN S. FOY, HUSBAND AND WIFE** ("Grantee"), whose legal address is: PO Box 1269, Riggins, Idaho 83549.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Idaho, State of Idaho, more particularly described as follows:

See legal description described on Exhibit "A" attached hereto

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the enrolling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of June 26, 2006.

SEAL

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #121, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: 
Its: Assistant Secretary

STATE OF IDAHO

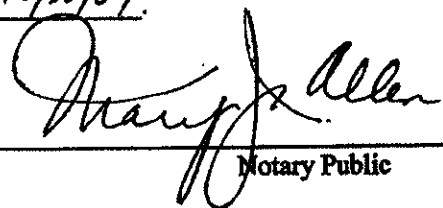
)
) ss.
)

COUNTY OF ADA

The foregoing instrument was acknowledged before me this 27th day of December, 2006, by Alicia Reinhard, as Assistant Secretary of Pioneer 1031 Company, an Idaho corporation, Member of Pioneer Exchange Accommodation Titleholder #121, LLC, an Idaho limited liability company.

WITNESS my hand and official seal.

My commission expires: 10/30/09.



Notary Public

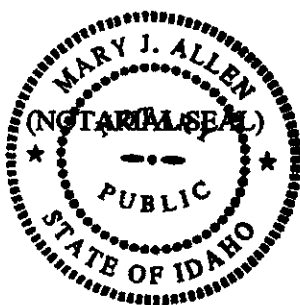


EXHIBIT "A"

Township 24 North, Range 3 East, Boise Meridian, Idaho County,
Idaho,

Section 21: Government Lot 7 lying West of the centerline
of Elk Horn Creek, all of Government Lot 8;

Section 28: The East 600 feet of the Northeast Quarter of
~~the Northwest Quarter;~~

The East 300 feet of the Southeast Quarter of
the Northwest Quarter;

The East 300 feet of the Northeast Quarter of
the Southwest Quarter;

The West 300 feet of the Northwest Quarter of
the Southeast Quarter;

The West 300 feet of the Southwest Quarter of
the Northeast Quarter;

DATED: June 21, 2006.

GRANTOR:

SALMON RIVER RETREAT, L.L.C., an
Idaho limited liability company

By: Bryan S. Norby
Bryan S. Norby, Co-Manager

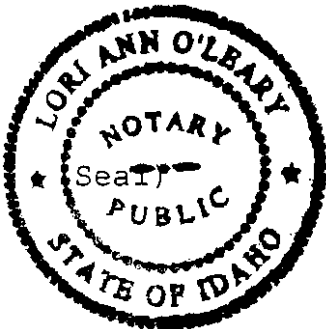
By: Wm. Douglas McAlvain
Wm. Douglas McAlvain, Co-
Manager

BEING ALL THE CO-MANAGERS OF
SALMON RIVER RETREAT, L.L.C.

STATE OF IDAHO)
) ss
County of ADA)

On this 21st day of June, 2006, before me, the undersigned
Notary Public for the state of Idaho, personally appeared **BRYAN S.
NORBY**, Co-Manager of **SALMON RIVER RETREAT, L.L.C.**, the limited
liability company which executed the foregoing document, known to
me or identified to me to be the person whose name is subscribed to
the foregoing, and acknowledged to me that she executed the same.

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



[Signature]
Notary Public for the state of Idaho

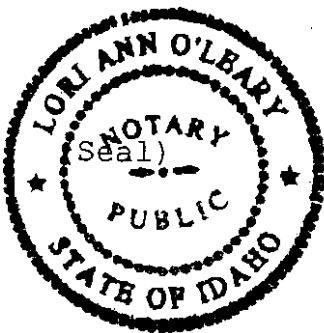
Residing at: Meridian, Idaho

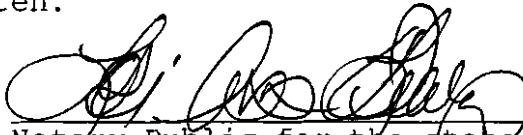
My commission expires: 7/12/07

STATE OF IDAHO)
) ss
County of ADA)

On this 21st day of June, 2006, before me, the undersigned Notary Public for the state of Idaho, personally appeared **WM. DOUGLAS MCALVAIN**, Co-Manager of **SALMON RIVER RETREAT, L.L.C.**, the limited liability company which executed the foregoing document, known to me or identified to me to be the person whose name is subscribed to the foregoing, and acknowledged to me that she executed the same.

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





Notary Public for the state of Idaho
Residing at: Meridian, Idaho
My commission expires: 7/12/07

EXHIBIT "A"

BILL OF SALE AND AGREEMENT FOR USE OF TELEPHONE CABLE

WHEREAS, a certain buried telephone cable owned by Gerald P. Kooyers and Geneva Kooyers, husband and wife, UCA Systems Inc. a California Corporation controlled by Gerald P. Kooyers, and Elkhorn Enterprises, a Proprietorship controlled by Gerald P. and Geneva Kooyers, all of them hereinafter referred to as Owners, their successors or assigns, exists between the Property of Gerald P. and Geneva Kooyers located near the mouth of Elkhorn Creek in Idaho County, Idaho and buried westerly in the road which proceeds along the Salmon River on Lands of the United States Forest Service to a point across the Salmon River from the Riggins Hot Springs approximately 10 miles east of Riggins, Idaho;

and WHEREAS, Daniel and David Cook, hereinafter referred to as Cooks, and their successors or assigns, also property owners near Elkhorn Creek, Idaho County, Idaho, desire to use such buried telephone cable.

THEREFORE, the Owners, in consideration of value, receipt of which is hereby acknowledged, do hereby bargain and sell one pair of the twelve pair of wires of such buried telephone cable, namely THE RED/BLUE PAIR, to the Cooks. The Owners covenant that they are the lawful owner of such buried telephone cable and that such cable is free of mortgages, bonds, liens, and all other encumbrances; and that they have the right to sell such part of such telephone cable.

FURTHER IT IS AGREED, that the Cooks do hereby covenant that they will be responsible for maintenance and repair on the RED/BLUE PAIR only.

FURTHER IT IS AGREED, that the Cooks covenant that they will in no way have any lien, mortgage, or other encumbrance placed on their interest in such cable. If in the event any lien or encumbrance is placed on the Cooks interest in the cable, the Cooks shall have 60 (sixty days) to cure such lien and if not, then the Cooks' interest in their part of the cable shall be forfeited to the Owners.

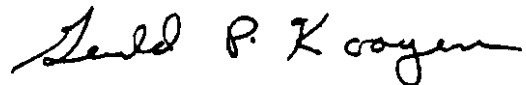
FURTHER IT IS AGREED, that the Owners will in no way encumber, or have any mortgage or other lien placed on their interest in the cable.

FURTHER IT IS AGREED, that the annual payment to the Forest Service for a lease of the ground wherein the cable rests shall be shared by the Cooks and the Owners in proportion to

their mutual ownership, and that the Cooks' share of such costs is 1/12 (one twelfth) of the total.

FURTHER IT IS AGREED, that the Owners may sell, assign or otherwise convey to any third parties additional pairs of wires of the cable, and that if in the event that the whole cable is sold, conveyed, or assigned to a telephone company or any other such vendor of telephone service, the Cooks will receive their 1/12 (one twelfth) share of any pecuniary or other compensation for such cable sale. IT IS FURTHER AGREED, that the Owners shall have absolute right to sell such cable in total to a telephone company or any other vendor of telephone service, and that the Owners need not consult or have the Cooks' approval to make such transfer of ownership of the whole cable.

DATED THIS 15th DAY OF JULY, 1991



Gerald P. Kooyers, President



Daniel Cook



Geneva Kooyers



David Cook



Gerald P. Kooyers, President
UCA Systems, Inc.