

800 ✓

RECEIVED
JUL 11 2000
DEPARTMENT OF
WATER RESOURCES

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 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
74-10080					

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**.
- 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) DOUBLE BARREL MANAGEMENT, L.P.
71 RED ROCK STAGE RD, SALMON, ID 83447
4. New Owner/Claimant(s) C. R. SKELTON, ELENA
Name Connector (Check one) ☒ and, ☐ or, ☐ and/or
- New Mailing Address 13402 S. BUTTE RD.
- City, State and ZIP Code MERIDIAN, ID. 83657
- New Telephone Number (208) 696 2630
5. Date you acquired the property MAY 26, 06

FORMER OWNER NAMES

ERIC K. & SHARON JAKOSAC

(DOUBLE BARREL MANAGEMENT L.P.)

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	_____	_____

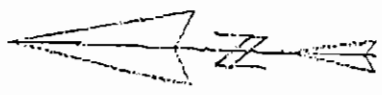
7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

C. R. Shelton

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.

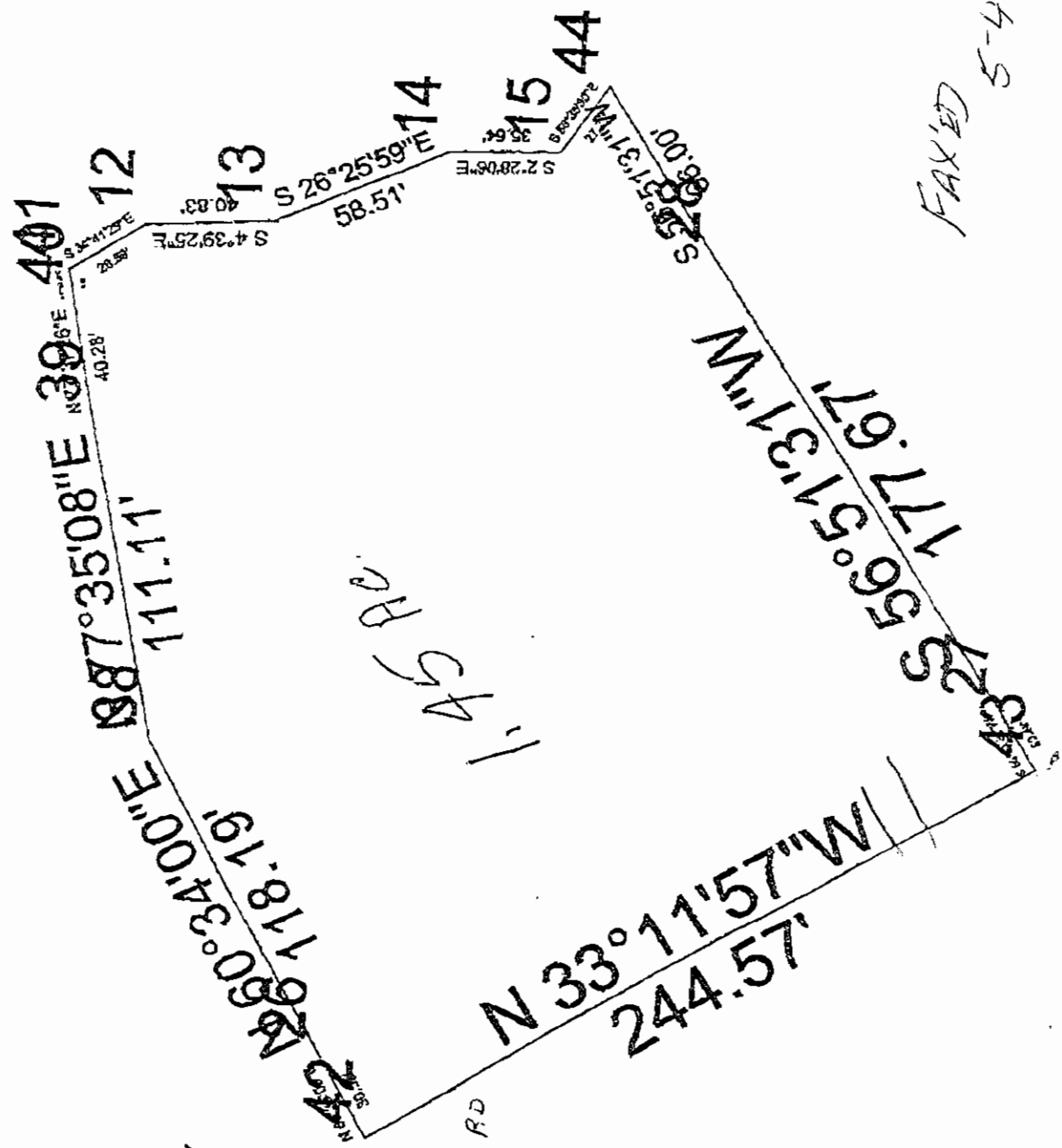
For Office Use Only

Received by _____	Date _____	Fee <u>25.00</u>
Received by <u>KAW</u>	Date <u>6/22/06</u>	Receipt No. <u>C081530</u>
Processed by _____	Date _____	WR _____ Date _____



P 1

208-756-3080
ALE 1: 609.887



62
RED ROCK STAGE RD
SALMON, ID.

FAXED 5-4-06

AGREED C.R. [Signature]

530-696-0140

Order No. 3070603654L-D

READ & APPROVED

DATE May 22, 2006

Charles R. Skelton

DEED OF TRUST

THIS DEED OF TRUST, Made this May 17, 2006 BETWEEN Castle Keep 602, LLC, a Colorado Limited Liability Company herein called **GRANTOR**, whose address is: 1790 38th St. Ste. 207 Boulder, CO 80301 AND Alliance Title & Eserow Corp., herein called **TRUSTEE**, AND Charles R. Skelton, a married man herein called **BENEFICIARY**, whose address is 13402 S. Butte Rd. Meridian, CA 95957. WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST WITH POWER OF SALE, that property in the county of Lemhi, State of Idaho, described as follows and containing not more than forty acres:

A TRACT OF LAND LYING AND BEING IN THE N1/2SW1/4 OF SECTION 3, TOWNSHIP 20 N., RANGE 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE SAID NW1/4SW1/4 OF SECTION 3, RUN THENCE S. 89° 52' W. ALONG THE SOUTHERLY BOUNDARY OF THE NW1/4SW1/4 OF SECTION 3, A DISTANCE OF 11.0 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF THE LEMHI COUNTY ROAD; THENCE N. 35° 27' W. ALONG THE NORTHEASTERLY SIDE OF THE LEMHI COUNTY ROAD, 528.8 FEET; THENCE N. 42° 55' E., 288.05 FEET; THENCE S. 23° 52' E., 411.38 FEET; THENCE S. 29° 09' E., 304.3 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE NE1/4SW1/4 OF SECTION 3; THENCE S. 89° 52' W. ALONG THE SOUTHERLY BOUNDARY OF THE NE1/4SW1/4 OF SECTION 3, A DISTANCE OF 193.0 FEET TO THE POINT OF BEGINNING.

ALSO:

A RIGHT-OF-WAY EASEMENT 16.0 FEET WIDE EXTENDING EASTERLY FROM THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED TRACT OF LAND, ALONG THE SOUTHERLY BOUNDARY OF THE NE1/4SW1/4 OF SECTION 3, A DISTANCE OF 50.0 FEET, MORE OR LESS, TO AN IRRIGATION DITCH.



RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU
HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

ID# 70383528

DATE 04/10/2006

LISTING AGENCY Paige Oeding

Office Phone # 756-2670

Fax #

Listing Agent Paige Oeding

E-Mail

Phone #

756-2670

SELLING AGENCY Mountain West Real Estate

Office Phone # 756-1800

Fax #

756-1801

Selling Agent Mike Potts

E-Mail

mikepotts2@centurytel.net

Phone #

208-993-0080

1. BUYER: Charles and Elena Skelton, husband and wife (Hereinafter called
"BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES"
COMMONLY KNOWN AS 62 Red Rock Stage Road City Salmon
Lemhi County, ID, Zip 83467 legally described as: T-1767, 3-20-23- Lemhi County

OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

2. \$ 225,000 PURCHASE PRICE: Two Hundred and Twenty-Five Thousand DOLLARS,
payable upon the following TERMS AND CONDITIONS (not including closing costs):

3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

\$ 3,000 (A). EARNEST MONEY: BUYER hereby deposits Three Thousand DOLLARS as
Earnest Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note (due date):
☐ other _____ and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account.
☐ upon receipt, or ☒ upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ other _____
for the benefit of the parties hereto. The responsible Broker shall be Shelly England.

(B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete lines 32 through 61, fill blanks with N/A
(Not Applicable). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY.
BUYER agrees to provide SELLER within _____ business days from the date of this agreement, evidence of sufficient funds and/or proceeds
necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s)
for the sale of BUYER'S current residence or other property to be sold.

\$ 0 (C). NEW LOAN PROCEEDS: This (C) is the total of the First Loan and the Second Loan if used.
☒ FIRST LOAN of \$ _____ not including mortgage insurance. This Agreement is contingent upon BUYER obtaining the
following type(s) of financing: ☐ FHA ☐ VA ☐ CONVENTIONAL ☐ IHFA ☐ RURAL DEVELOPMENT ☒ OTHER _____ with interest not to
exceed _____ % for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____ BUYER shall pay no more than _____ point(s) plus
origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER
☐ Divided Equally ☐ N/A.

☐ SECOND LOAN of \$ _____ for a period of _____ year(s) at: ☐ Fixed Rate ☐ Other _____ BUYER shall pay no more
than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of
the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A.

LOAN APPLICATION: BUYER ☐ has applied ☐ shall apply for such loan(s) within _____ business day(s) of SELLER'S acceptance. Within _____
business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of
credit report, income verification, debt ratios in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender
underwriting. If such written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this
agreement by notifying BUYER(S) in writing of such cancellation within _____ business day(s) after written confirmation was required. If SELLER does
not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is required
by lender, the property must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER
may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are 51
fulfilled, and the new loan does not increase the costs or requirements to the SELLER

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the
purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in
accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct
Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. SELLER agrees to pay fees
required by FHA or VA.

\$ _____ (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.

Line E below is the total of the Purchase Price minus Lines A, C, and D. Only use numbers in these lines.

\$ 222,000 (E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing
to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If any
of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)
shall be adjusted at closing of escrow in: ☐ Cash ☐ Other: _____

BUYER'S Initials: _____ Date 4-10-06

SELLER'S Initials: _____ Date _____

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To: Bob Skelton

Page 1

01/13/2004

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 74-10000

WATER RIGHT NUMBER: 74-10000

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ROBERT E LOUDY
Original Owner	ETHEL I LOUDY PO BOX 68 TENDON, ID 83468 (208) 756-4198
Current Owner	DOUBLE BARREL MANAGEMENT L P 71 RED ROCK STAGE RD SALMON, ID 83487 (208) 756-3885

Priority Date: 06/01/1889

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	SINKS

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

SPRING	SW1/4NE1/4SW1/4	Sec. 3, Twp 20N, Rge 23E, B.M.
LEMHI County		

Place of UseDOMESTIC Within LEMHI County

T20N R23E S03 NESW

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks:

- 1 Explanatory PARCEL NO. RP20N23E034802A

Dates and Other Information:

Decreed Date: 8/25/2000

ASSIGNMENT OF CONTRACT

[Purchase Contract]

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

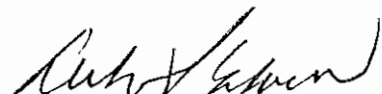
THIS ASSIGNMENT is made this 19th day of May, 2006, by and between Charles R. Skelton and Elena Skelton ("Assignor") and 1031 Partners, LLC, a Colorado limited liability company dba "National 1031 Exchange Service" ("Assignee").

Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment from Assignor of, all of Assignor's rights (including any earnest money deposit made by Assignor) and obligations under that certain agreement dated April 10, 2006, for the purchase and sale of certain real property located in the County of Lemhi, State of Idaho, a copy of which is attached hereto as Exhibit "A". Assignor and Assignee hereby acknowledge and agree that the assignment of rights and obligations effected hereby is for the purpose of establishing a "Qualified Exchange Accommodation Arrangement" to acquire, hold, improve and dispose of said real property under the safe harbor guidelines set forth in IRS Revenue Procedure 2000-37 dated September 15, 2000 as provided in that certain Qualified Exchange Accommodation Agreement dated May 17, 2006 between Assignor and Assignee. Assignor and the Seller further acknowledge and agree that Assignee may take legal title to said real property in the name of .

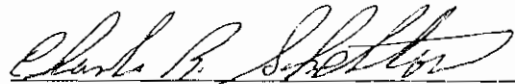
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the day and year first written above.

"ASSIGNEE"

1031 Partners, LLC, A Colorado Limited Liability Company dba "National 1031 Exchange Service"

By: 
Debra S. Edwards, Manager

"ASSIGNOR"


Charles R. Skelton

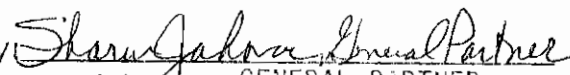

Elena Skelton

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

The undersigned, as the Seller under the purchase and sale agreement dated April 10, 2006 assigned above, hereby acknowledges receipt of notice of said assignment of rights and obligations.

Dated: May 19, 2006

Double Barrel Management, L.P.

By: 
Sharon Jakovac, GENERAL PARTNER

Addendum: The Parties hereby agree that this Assignment may be executed in one or more counterparts, each of which shall be deemed an original document but shall together constitute one and the same agreement, and further agree that this Assignment may be executed by any Party by facsimile, email or other electronic means, and that such signature shall be accepted as the original thereof.

EXHIBIT "A"

Copy Of Agreement Dated April 10, 2006

LEGAL DESCRIPTION
EXHIBIT 'A'

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER, SECTION 3, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION BEARS N. 00° 25' 03" E. A DISTANCE OF 2610.33 FT. THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. 42° 38' 04" E. A DISTANCE OF 1866.41 FT. TO THE POINT OF BEGINNING;

THENCE S. 56° 51' 31" W. A DISTANCE OF 23.42 FT. TO A POINT ON THE CENTERLINE OF AN EXISTING COUNTY ROAD;

THENCE N. 33° 11' 57" W. ALONG SAID CENTERLINE A DISTANCE OF 244.57 FT.;

THENCE N. 60° 34' 00" E. A DISTANCE OF 148.74 FT.;

- THENCE N. 77° 35' 08" E. A DISTANCE OF 111.11 FT.;

THENCE N. 77° 37' 26" E. A DISTANCE OF 50.27 FT. TO A POINT ON THE CENTERLINE OF AN EXISTING DITCH;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID DITCH:

S. 34° 41' 29" E. 28.59 FT.; S. 04° 39' 25" E. 40.83 FT.;

S. 26° 25' 59" E. 58.51 FT.; S. 02° 28' 06" E. 35.64 FT.;

S. 58° 36' 30" E. 27.21 FT.;

THENCE S. 56° 51' 31" W. A DISTANCE OF 243.67 FT. TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR A SEPTIC FIELD AS SHOWN ON RECORD OF SURVEY.

SUBJECT TO A 10 FOOT WIDE EASEMENT FOR WATER LINE AND INCIDENTALS RUNNING ALONG THE WESTERLY BANK OF WATER DITCH WHICH CENTERLINE IS THE EASTERLY BOUNDARY OF ABOVE PARCEL.

portion of
C/902 A

267553

WARRANTY DEED

State of Idaho)
County of Lemhi) SS No. _____

Order No.:3070603654L-D

This instrument was filed for record at the request

of Alliance Title

at 1:52 o'clock P m 5-26 2006

and duly filed and indexed in the records of Lemhi
County Terri J. Morton
Ex-Officio Recorder

FOR VALUE RECEIVED

Double Barrel Management, LP

By [Signature] Deputy

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Fee 6 -

Castle Keep 602, LLC, a Colorado Limited Liability Company Return to A.T.

whose current address is .

1790 38th St. Ste. 207 Boulder, CO 80301

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER, SECTION 3, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE THE FOLLWING COURSES AND DISTANCES ALONG SAID DITCH:

S. 34° 41' 29" E. 28.59 FT.; S. 04° 39' 25" E. 40.83 FT.;

S. 26° 25' 59" E. 58.51 FT.; S. 02° 28' 06" E. 35.64 FT.;

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TOGETHER WITH AN EASEMENT FOR A SEPTIC FIELD AS SHOWN ON RECORD OF SURVEY.

SUBJECT TO A 10 FOOT WIDE EASEMENT FOR WATER LINE AND INCIDENTALS RUNNING ALONG THE WESTERLY BANK OF WATER DITCH WHICH CENTERLINE IS THE EASTERLY BOUNDARY OF ABOVE PARCEL.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

267553

Dated:

5/25/06

Double Barrel Management, LP

Sharon Jakovac, General Partner
By: Sharon Jakovac, GENERAL PARTNER

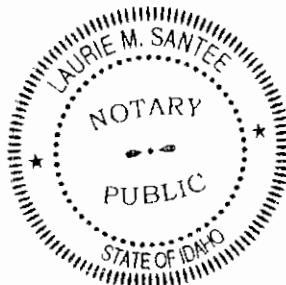
State of Idaho

County of Lemhi

}
} ss.
}

On this 26th day of May, 2006, before me, a Notary Public in and for said state, personally appeared Sharon Jakovac, known or identified to me to be the partner(s) that executed the foregoing instrument, and acknowledged to me that She executed the same in said Limited Partnership name.

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



Laurie M. Santee
Notary Public for the State of
Residing at: Salmon
Commission Expires: 6-19-2007