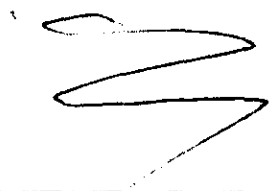


No Color  
Documents  
In File



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

RECEIVED  
 APR 18 2001  
 Department of Water Resources  
 Southern 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<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| 37-12104              |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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) MURRIEL Sparks
4. New Owner/Claimant(s) Box 224 Carey Idaho 83320
- Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address Box 332
- City, State and ZIP Code CAREY, ID 83320
- New Telephone Number (208) 823-4482
5. Date you acquired the property June 11, 1998

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 APR 18 2001

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 APR 25 2001  
 Department of Water Resources

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<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s) Keith C. Justen  
(include title if applicable) \_\_\_\_\_

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.

|                                |                     |                            |            |
|--------------------------------|---------------------|----------------------------|------------|
| <b>For Office Use Only</b>     |                     |                            |            |
| Received by <u>[Signature]</u> | Date <u>4/23/01</u> | Fee <u>25.00</u>           |            |
| Received by <u>[Signature]</u> | Date <u>4/23/01</u> | Receipt No. <u>5023836</u> |            |
| Processed by _____ AJ          | Date _____          | WR _____                   | Date _____ |

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2000 0 2 2001

Notice: This is a legally binding document. Consult your attorney if you do not understand any part of it.

## QUITCLAIM DEED

THIS QUITCLAIM DEED, is made on the 11 day of JUNE, 1998,  
by and between, MURIEL SPARKS ("First Party")  
whose residence and/or mailing address is P.O. BOX 224, CAREY, IDAHO 83320  
and \*KEITH & BONNIE JUSTESEN ("Second Party")  
whose residence and/or mailing address is P.O. BOX 332 CAREY, IDAHO 83320.

WITNESSETH, That in consideration for the sum of (1) ONE DOLLARS  
(\$ 1.00) paid by the Second Party, the First Party does hereby remise, release and forever quitclaim unto  
the Second Party any right, title, interest and claim which the First Party has in and to the following described real  
property, together with any improvements thereon:

**Description of Property (including any improvements)**

FR. NE NW, TAX LOT3065, SECTION 34 TOWNSHIP 1 SOUTH, RANGE  
21 E.B.M., CONTAINING .77ACRES MORE OR LESS.  
ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE COUNTY  
RECORDERS OFFICE HAILEY, IDAHO.

415341

Add release of Dower, Curtesy or other Spousal Rights, if applicable:

BLAINE CO. REQUEST

OF: Bonnie Justesen

'98 JUN 15 PM 12 08

MARY SKEEN, CLERK mpp

FEES \$ 3.00

TO HAVE AND TO HOLD the above described property unto the Second Party, and the Second Party's  
executors, administrators, successors and assigns forever.

It is understood that this conveyance is made without covenants or warranties of any kind, either express or implied.

IN WITNESS WHEREOF, the First Party has signed and sealed this Quitclaim Deed on the day and year first  
above written.

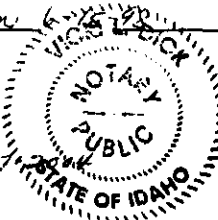
Witnesses:

Muriel Sparks 6/15/98 (L.S.)

appeared before me on 6-15-98 (L.S.)

Wickie L. Dick  
Notary Public for Idaho  
Residing in Hailey

© Copyright Paulson 1993-2 Comm. Exp. 2-27-2004



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JUN 18 2001

|             |                          |           |                          |              |                          |
|-------------|--------------------------|-----------|--------------------------|--------------|--------------------------|
| (Optional)  |                          |           |                          |              |                          |
| Recorded    | <input type="checkbox"/> | Platted   | <input type="checkbox"/> | Key Punched  | <input type="checkbox"/> |
| Microfilmed | <input type="checkbox"/> | Deed Card | <input type="checkbox"/> | Master File  | <input type="checkbox"/> |
| Indexed     | <input type="checkbox"/> | Compared  | <input type="checkbox"/> | Abstracted   | <input type="checkbox"/> |
|             |                          |           |                          | To Treasurer | <input type="checkbox"/> |

## QUITCLAIM DEED

THIS INDENTURE, Made this 10th day of AUGUST

in the year of our Lord one thousand nine hundred and EIGHTY EIGHT

between

NELLIE E JUSTESEN

of GOODING

County of GOODING

State of IDAHO, the part IES of the first part, and J A R INC BOX 386, CAREY, ID 83320 AN UNDIVIDED 3/4 SHARE AND JOYCE ARRIEN, 1576 MOON RIVER DR. #8 PROVO, UTAH 84602 AN UNDIVIDED 1/4 SHARE OF THE FOLLOWING PROPERTY:

of CAREY

County of BLAINE

State of IDAHO, the part IES of the second part.

WITNESSETH, That the said part IES of the first part, for and in consideration of the sum of ONE & NO/100 DOLLARS, lawful money of the United States of America, to in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said part of the second part, and to heirs and assigns, all certain lot, piece or parcel of land, situate, lying and being in CAREY, County of BLAINE, State of Idaho, bounded and particularly described as follows, to-wit:

FR. NE NW, TAX LOT 3065, SECTION 34 TOWNSHIP 1 SOUTH, RANGE 21 E.B.M., CONTAINING .77 ACRES MORE OR LESS

ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE COUNTY RECORDERS OFFICE HAILEY, IDAHO.

BLAINE CO  
 CLERK  
 28 SEP 30 PM 3 57  
 J. H. H. DEPUTY  
 6 10

298730

MICROFILMED

AUG 0 11 2001

Location of above described property

House No.

Street

MAIL DEED TO:

MAIL TAX NOTICE TO:

Name

Address

City &amp; State

Justesen  
 Box 386  
 Carey

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

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the part of the second part, and to heirs and assigns forever.

IN WITNESS WHEREOF, The said part of the first part ha hereunto set hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

*Nellie E. Josten* [Seal]  
[Seal]  
[Seal]  
[Seal]

STATE OF IDAHO,

County of *Gooding*

} ss.

On this *15<sup>th</sup>* day of *August* in the year 19 *88*, before me

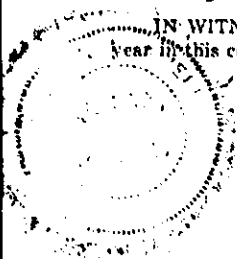
*ROGER A. MAXWELL* a Notary Public

in and for said State, personally appeared *NELLIE E. JOSTEN*

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s he 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 above written.

*Roger A. Maxwell*  
Notary Public for the State of Idaho,  
Residing at *Gooding*, Idaho.



No. ....

**QUITCLAIM DEED**

.....

.....

.....

Dated ....., 19 .....

STATE OF IDAHO, }

County of .....

I hereby certify that this instrument was filed for record at request of .....

at ..... minutes past ..... day of ....., A. D. 19 .....

in my office, and duly recorded in Book ..... of ..... at page .....

By ..... Ex Officio Recorder, Deputy.

Fees, \$ .....

Mail to .....

MICROFILM  
305 08 20

ORIGINAL IN RED

## DEED OF TRUST

THIS DEED OF TRUST, Made this 5th day of March 1993  
 BETWEEN MURIEL SPARKS, a Widow

herein called GRANTOR,  
 whose address is P.O. box 224, Carey, Idaho 83320  
 SAWTOOTH TITLE CO., INC., an Idaho Corporation, herein called TRUSTEE, and

THE ESTATE OF NELLIE E. JUSTESEN, herein called BENEFICIARY,  
 whose address is: c/o Ray Justesen, 6462 road 3 NE, Moses Lake, Wash. 98837  
 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 Blaine, State of Idaho, described as  
 follows, and containing not more than twenty acres:

Fr. NE NW TL 3065  
 S. 34 Tow. 1S R. 21E

BLAINE CO. REQUEST  
 OF Hogue, Speck  
mtge.  
 1993 MAR -5 PM 4:28  
 3505711  
 G.00

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of  
Seventeen Thousand Dollars Dollars, \$ 17,000.00

March 5, 1998

## Final Payment due

and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

## A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general;
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security, hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property - heretofore in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eighteen per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto, and in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

## B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may accept or release such money received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to sue for default hereunder to be paid.
3. At any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property, consent to the making of any map or plat thereon, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of his fees, Trustee shall reconvey the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters relating to the continuous or proof of the truthfulness thereof. The grantee in such reconveyance may be described as: the person or persons legally entitled thereto.
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits, to retain properly, reserving unto Grantor the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits, to retain properly, reserving unto Grantor the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations secured hereby. Such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

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Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in law for money of the United States, payable at time of sale. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The records in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at eighteen percent per annum. All other sums then secured hereby and the remainder if any, to the person or persons legally entitled thereto.

1. This Trust is given to, for the benefit of, and is held in trust for, the person or persons named herein, their heirs, legal heirs, assigns, with heirs, devisees, successors and assigns. The term Beneficiary shall mean the person or persons named herein, or if the trust has been assigned, the assignee or assignees. The Deed is herewith the person or persons named herein, or if the trust has been assigned, the assignee or assignees. The Deed is herewith the person or persons named herein, or if the trust has been assigned, the assignee or assignees.

2. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

STATE OF IDAHO, COUNTY OF BLANK

On this 10th day of March, 1973, before me, a Notary Public in and for said State, personally appeared

Muriel Sparks

Known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public  
Residing at Blaine, Idaho  
Commission Expires 12/31/73

DEED OF TRUST  
WITH POWER OF SALE

GRANTOR  
SAWTOOTH TITLE CO., INC.  
TRUSTEE

BENEFICIARY

Dated 10/10/73

SAWTOOTH TITLE CO., INC.  
P.O. Box 188  
KETCHUM, IDAHO 83340  
Phone 726-4555

REQUEST FOR FULL RECONVEYANCE  
To be used only when note has been paid.

To Sawtooth Title Co., Inc, Trustee:  
Idaho, 1973

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested to direct to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to  
MICROFILMED  
JUN 18 2001

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.





State of Idaho

**DEPARTMENT OF WATER RESOURCES**

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098  
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

August 2, 2001

KEITH JUSTESEN  
BONNIE JUSTESEN  
BOX 332  
CAREY ID 83320

RE: Change of Ownership for Water Right 37-12104

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

  
for Jeff Peppersack, Manager  
Water Right Permits Section

JP:klt

Enclosure

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