

LAWRENCE G. WASDEN
ATTORNEY GENERAL

DARRELL G. EARLY
Chief of Natural Resources Division

GARRICK L. BAXTER, ISB No. 6301
LACEY RAMMELL-O'BRIEN, ISB No. 8201
MARK CECCHINI-BEAVER, ISB No. 9297
Deputy Attorneys General
Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098
Telephone: (208) 287-4800
Facsimile: (208) 287-6700
garrick.baxter@idwr.idaho.gov
lacey.rammell-obrien@idwr.idaho.gov
mark.cecchini-beaver@idwr.idaho.gov

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI**

THE IDAHO DEPARTMENT OF
WATER RESOURCES,

Plaintiff,

vs.

FLOYD JAMES WHITTAKER and
JORDAN WHITTAKER, as individuals;
WHITTAKER TWO DOT RANCH LLC,
an Idaho limited liability company; and
WHITTAKER TWO DOT LAND, LLC,
an Idaho limited liability company,

Defendants.

Case No. CV30-22-0169

**SECOND DECLARATION OF
LACEY B. RAMMELL-O'BRIEN**

I, Lacey B. Rammell-O'Brien, certify and declare under penalty of perjury pursuant to the laws of the State of Idaho, that the following is true and correct:


1. I am over the age of eighteen (18) years and competent to testify to the matters contained herein. I make this declaration pursuant to Idaho Code § 9-1406 and based on my own personal knowledge.

2. I am currently a deputy attorney general for the Office of the Attorney General representing the Idaho Department of Water Resources (IDWR). My work address is 322 E. Front Street, Boise, ID 83702-7371. I have served in this capacity since June 2021.

3. On August 14, 2007, the presiding judge of the SRBA issued a SRBA Partial Decree Pursuant to I.R.C.P. 54(b) for water right no. 74-1831. A true and accurate copy of the Order of Partial Decree for Water Right: 74-01831 is attached to this Declaration as **“Exhibit 1.”**

4. On April 30, 2019, IDWR received a Notice of Change in Water Right Ownership for water right no. 74-1831. A true and accurate copy of the Notice of Change in Water Right Ownership is attached to this Declaration as **“Exhibit 2.”**

DATED this 9th day of August 2022.


LACEY RAMMELL-O'BRIEN
Deputy Attorney General
Idaho Department of Water Resources

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of August 2022, I caused to be served a true and correct copy of the foregoing *Second Declaration of Lacey B. Rammell-O'Brien*, via iCourt E-File and Serve, upon the following:

Robert L. Harris

Luke H. Marchant

HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

efiling@holdenlegal.com

A handwritten signature in blue ink, appearing to read "Lacey Rammell-O'Brien", is written over a horizontal line.

LACEY RAMMELL-O'BRIEN

Deputy Attorney General

Idaho Department of Water Resources

RECEIVED
AUG 15 2007
DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT-SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
AUG 14 2007	
By _____	Clerk
_____	Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

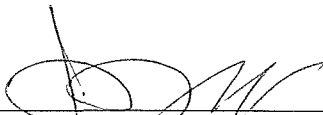
In Re SRBA)	ORDER OF PARTIAL DECREE
)	
Case No. 39576)	For Water Right: 74-01831
)	
_____)	

On April 25, 2007, a *Special Master's Report and Recommendation* was filed for the above-captioned water right. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired. On June 5, 2007, a *Notice of Completed Administrative Proceeding* was filed for the above-captioned water right notifying the Court of a substitution of party. No objections were filed to the *Notice of Completed Administration Proceeding* and the time for filing objections has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order I*, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report and Recommendation* and wholly adopts them as its own.

Therefore, IT IS ORDERED that the above-captioned water right be **decreed** as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED August 14, 2007.



 JOHN M. MELANSON
 Presiding Judge
 Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
))
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 74-01831

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

AUG 14 2007

By _____ Clerk
_____ Deputy Clerk

NAME AND ADDRESS: AL RUGGLES
JAMIN K RUGGLES
1019 LEE CREEK RD
LEADORE, ID 83464

SOURCE: LEE CREEK TRIBUTARY: LEMHI RIVER

QUANTITY: 0.24 CFS

THE RIGHT HOLDER SHALL MAINTAIN A MEASURING DEVICE AND LOCKABLE
CONTROLLING WORKS OF A TYPE APPROVED BY THE DEPARTMENT IN A
MANNER THAT WILL PROVIDE THE WATERMASTER SUITABLE CONTROL OF THE
DIVERSION.
THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO
MORE THAN 0.02 CFS PER ACRE NOR MORE THAN 3.5 AFA PER ACRE AT THE
FIELD HEADGATE FOR IRRIGATION OF THE LANDS ABOVE.

PRIORITY DATE: 06/28/1912

POINT OF DIVERSION: T16N R25E S29 NWNWNW Within Lemhi County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-15 TO 11-15	0.24 CFS

PLACE OF USE: Irrigation Within Lemhi County
T16N R25E S20 SWSW 12.0
12.0 Acres Total

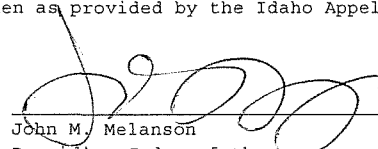
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

USE OF WATER UNDER THIS RIGHT WILL BE REGULATED BY A WATERMASTER WITH RESPONSIBILITY FOR THE DISTRIBUTION OF WATER AMONG APPROPRIATORS WITHIN A WATER DISTRICT. AT THE TIME OF THIS APPROVAL, THIS WATER RIGHT IS WITHIN STATE WATER DISTRICT NO 74Z.

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).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 30 2019
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
74-949 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	74-15720 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
74-1831 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	74-15721 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
74-15201 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	74-350 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
74-411 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	74-15072 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
74-15715 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	74-15717 OK	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Peterson / Ruggles
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Steven Johnson and Susan Johnson
New owner(s) as listed on the conveyance document Name connector and or and/or
- 1019 Lee Creek Road Leadore ID 83464
Mailing address City State ZIP
- 208-313-4096 stevenjohnson01056@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
 The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
 The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 2008
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
 A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
 If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
 If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Steven Johnson owner 4-30-2019
Signature of new owner/claimant Title, if applicable Date

Signature: Susan Johnson owner 4/30/19
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:
Received by JB Date 4/30/19 Receipt No. E044929 E044930 Receipt Amt. E044447 C105821 \$275
Active in the Water Supply Bank? Yes No If yes, forward to the State Office for processing W-9 received? Yes No
Name on W-9 _____ Approved by JB/KC Processed by JB Date 5/1/2019

S.L.J. SJ

275057

WARRANTY DEED

THIS INDENTURE is made this 20th day of January, 2008, between Al Ruggles and Jamin Ruggles, Husband and Wife, of Leadore, County of Lemhi, State of Idaho, the "Grantor", and Steven L. Johnson and Susan Johnson, Husband and Wife, whose mailing address is 225 North 100 West, Driggs, Idaho, 83422, the "Grantee".

WITNESSETH, that the Grantor, 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 consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described property in the County of Lemhi, State of Idaho, commonly referred to as "the Nef property", to-wit:

TRACT 1: The West Half of the Southeast Quarter, the East Half of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter of Section Twenty, together with the following described tract:

A parcel of land located in the N 1/2, Section 29, T. 16 N., R. 25 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Beginning at the NW Corner of said Section 29, run thence N 89°37'48" E, the Basis Of Bearing of this description, along the northerly boundary of Section 29 a distance of 2695.69 ft. to the N 1/4 Corner of said Section 29; Continue thence N 89°37'48" E along said northerly boundary a distance of 1312.58 ft. to a point in an existing fence line; Thence along said existing fence line the following courses: S 00°05'59" E, 1367.97 ft.; N 88°43'28" E, 15.72 ft.; S 01°16'27" W, 467.13 ft.; S 84°39'41" W, 99.75 ft.; N 36°57'23" W, 143.29 ft.; N 48°25'55" W, 855.24 ft.; S 89°40'48" W, 1109.51 ft.; N 70°20'01" W, 19.28 ft.; S 69°55'28" W, 594.35 ft.; S 89°36'46" W, 1495.59 ft. to a point on the westerly boundary of said Section 29; Thence N 00°23'14" W along said westerly boundary and leaving said fence line a distance of 1349.92 ft. to the Point of Beginning.

All in Township Sixteen North, Range Twenty-five East of the Boise Meridian, Lemhi County, Idaho.

1 - WARRANTY DEED - NEF PROPERTY From the Ruggles to the Johnsons

STATE OF IDAHO COUNTY OF LEMHI I, TERRI J. MORTON, CLERK OF THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI, DO HEREBY CERTIFY THAT THE PROCEEDING IS A TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE. IN WITNESS WHEREOF I HAVE HERE UNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 18th DAY OF April YEAR 2013 OF TERRI J. MORTON, CLERK BY [Signature] DEPUTY

TRACT 2: The West Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section Thirty, and the Northwest Quarter of the Northeast Quarter of Section Thirty-one; all in Township Sixteen North, Range Twenty-five East of the Boise Meridian, Lemhi County, Idaho.

TRACT 3: A parcel of land located in section 20, T. 16 N., R. 25 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the W1/4 Corner of Section 8 from which the NW Corner of Section 8 bears N. 00° 09' 44" E., 2648.81 ft., the basis of bearing of this description, run thence S. 08° 49' 15" E. a distance of 8072.49 ft. to an existing fence corner;

Thence south along said fence a distance of 1149.83 ft. to a point on the southerly right-of-way of Lee Creek Road and the Point of Beginning;

Thence the following courses and distances along said right-of-way; 478.71 feet along a curve to the left having a long chord bearing of S. 17° 16' 36" E. a distance of 474.87 ft., a radius of 1089.74 ft.; S. 29° 51' 36" E., 41.51 ft.; 442.27 ft. along a curve to the left having a long chord bearing of S. 41° 41' 44" E. a distance of 439.13 ft., a radius of 1070.63 ft.; S. 53° 31' 47" E., 1096.19 ft.;

Thence S. 89° 48' 48" W. along a fence 1335.32 ft.;

Thence North along a fence a distance of 1473.27 ft. to the Point of Beginning.

EXCEPTING THEREFROM the following:

1. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads, and highways, dedicated and or otherwise used by the public, and subject to all easements and restrictions attendant and pertinent to said highways. (Tracts 1, 2 & 3)
2. Reservations contained in Unites States Patent(s) to said real property. (Tracts 1, 2 & 3)
3. That certain easement granted to the County of Lemhi for the purpose shown and rights incidental thereto as set forth in Right of Way Deed recorded December 4, 1953 in Book 44, Page 294, 295 and 296, records of Lemhi County, Idaho. (Tract 1)

4. Easement granted to Lemhi Telephone Company, recorded March 6, 1969, as Instrument No. 110766. (Tract 1)
5. Easement granted to Idaho Power, recorded October 21, 1994, as Instrument No. 224475. (Tract 1)
6. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat, corrections and amendments of said subdivision, recorded September 29, 1995, in Book 8 of Surveys at Page 53, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Tracts 1 & 3)
7. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat, corrections and amendments of said subdivision, recorded July 29, 2003, in Book 13 of Surveys at Page 82, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Tracts 1 & 3)

Fence line agreement contained in the above Record of Survey, upon the terms, covenants and conditions contained therein. (Tracts 1 & 3)

8. That certain Statement of Agreement recorded August 8, 2003 as Instrument No. 255470, records of Lemhi County, Idaho. (Tracts 1 & 3)
9. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat, corrections and amendments of said subdivision, recorded September 25, 2003, in Book 13 of Surveys at Page 94, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Tracts 1 & 3)
10. Covenants, conditions and restrictions contained in Agreement (Land or property use and trespass rights) upon the terms, covenants and conditions contained therein.

Recorded: March 29, 2004

Instrument No.: 258052

Grantor: Darrell Nef and Verna Nef

Grantee: Capital Enterprises, Inc. (Tracts 1, 2 & 3)

11. Covenants, conditions and restrictions contained in Agreement (Land or property use and trespass rights) upon the terms, covenants and conditions contained therein.

Recorded: May 10, 2004 Instrument No.: 258550

Grantor: Various Leadore Area Parties

Grantee: Capital Enterprises, Inc. (Tracts 1, 2 & 3)

12. That certain Letter of Intent and Agreement recorded January 7, 2005 as Instrument No. 261445, records of Lemhi County, Idaho. (Tracts 1, 2 & 3)

13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat, corrections and amendments of said subdivision, recorded August 4, 2005, in Book 15 of Surveys at Page 32, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (Tract 1)

14. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 24, 2008 and recorded in Book 16 of Surveys at Page 80, corrections and amendments of said survey, being as yet unrecorded, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604(c). (Tract 1)

TOGETHER WITH all water rights appurtenant thereto including but not limited to the following:

Irrigation:

Water Right ID No.	Amount in cfs	Priority Date	Source	Irrigated Acreage
74-350 ✓	7.04	May 11, 1910	Big Eight Mile Creek	175
74-15072	✓	June 19, 1982	Big Eight Mile Creek	59
74-15071	22.06	March 15, 1966	Big Eight Mile Creek	234

74-15426		Mar. 15, 1966	Big Eight Mile Creek	
74-15717	2.07 cfs	July 29, 1901	Big Eight Mile Creek	237.8
74-15719	4.00	May 11, 1910	Big Eight Mile Creek	237.8
74-1831 ✓	0.24 cfs	June 28, 1912	Lee Creek	12.0

74-15720	1.54 cfs	May 11, 1910	Big Eight Mile Creek	56.3
74-15721	5.3 cfs	May 11, 1910	Big Eight Mile Creek	194.3

Irrigation and Stockwater:

Water Right ID No.	Amount in cfs	Priority Date	Source	Irrigated Acreage
74-949 ✓	0.04	Dec. 5, 1918	Lee Creek	1.0

Stockwater:

Water Right ID No.	Amount in cfs	Priority Date	Source
74-411 ✓	0.33	March 25, 1887	Big Eight Mile Creek
74-15715	0.33	March 25, 1887	Big Eight Mile Creek

TOGETHER WITH all grazing rights appurtenant thereto including but not limited to the following:

1. **United States Department of Interior BLM Grazing Permit; Allotment 06224, Timber Creek for 100 Cattle, 134 active AUMs, 52 suspended AUMs, 186 permitted use AUMs**
2. **United States Department of Interior BLM Grazing Permit; Allotment 06243 Nef No. 3 for 130 Cattle, 73 active AUMs, 25 suspended AUMs, 98 permitted use AUMs.**
3. **USDA Forest Service Term Grazing Permit, Permittee Number R00257, Permit No. 80085, Grazing Allotment 80413, Swan Basin, for 100 Cattle**

TOGETHER WITH all irrigation equipment, farm equipment, livestock, and other equipment and personal property utilized in operation of the real property sold hereunder including but not limited to that identified in the Purchase and Sale Agreement entered into between the parties for this sale.

ALSO TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and

profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

SUBJECT TO all real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

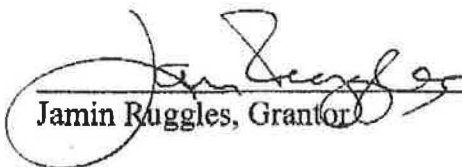
TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.



Al Ruggles, Grantor



Jamin Ruggles, Grantor

275057

STATE OF IDAHO)
)ss.
County of Lemhi)

On the 29th day of January, 2008, before me, the undersigned notary public in and for said State, personally appeared Al Ruggles, known or identified to me to be the person whose name is subscribed to the within Warranty Deed, and acknowledged to me that he executed the same.

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



Daniela Slavin
Notary Public for Idaho
Residing at: Salmon, Idaho
My Commission Expires: 11.15.2011

STATE OF IDAHO)
)ss.
County of Lemhi)

On the 30th day of January, 2008, before me, the undersigned notary public in and for said State, personally appeared Jamin Ruggles, known or identified to me to be the person whose name is subscribed to the within Warranty Deed, and acknowledged to me that she executed the same.

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



Daniela Slavin
Notary Public for Idaho
Residing at: Salmon, Idaho
My Commission Expires: 11.15.2011

State of Idaho)
County of Lemhi) SS No. 275057

This instrument was filed for record at the request of Lemhi Title at 2:20 o'clock p.m. 1.31 2008 and duly filed and indexed in the records of Lemhi County

Terril J. Morton
Ex Officio Recorder
By Shirley G. Gullong Deputy
Fee 30.00

G:\WPDATA\REF\14742\Deed.Warranty.NEF.wpd:jh

ID - WARRANTY DEED - NEF PROPERTY
From the Ruggles to the Johnsons

S.L.J. SJ

275058

WARRANTY DEED

THIS INDENTURE is made this 29th day of January, 2008, between Al Ruggles and Jamin Ruggles, Husband and Wife, and The Aaron F. Ruggles And Virginia M. Ruggles Revocable Living Trust, Aaron F. Ruggles and Virginia M. Ruggles, Trustees, of Leadore, County of Lemhi, State of Idaho, the "Grantor", and Steven L. Johnson and Susan Johnson, Husband and Wife, whose mailing address is 225 North 100 West, Driggs, Idaho, 83422, the "Grantee".

WITNESSETH, that the Grantor, 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 consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's successors and assigns forever, all of the following described property in the County of Lemhi, State of Idaho, commonly referred to as "the Peterson property", to-wit:

A parcel of land located in Section 20, 21, 28 and 29, T. 16 N., R. 25 E., Boise Meridian, Lemhi County, Idaho, More particularly described as follows:

Commencing at the W1/4 Corner of Section 8 of said T. 16 N., R. 25 E., from which the NW Corner of said Section 8 bears N 00°16'03"W a distance of 2648.81 ft., the Basis Of Bearing of this description, run thence S 18°25'45"E a distance of 8403.36 ft. to a point in an existing fence intersection and the Point of Beginning;

Thence the following courses and distances along a fence line;
N 89°12'31"E 2643.51 ft.; N 87°18'32"E 2639.45 ft.;
S 00°48'59"E 2793.90 ft.; S 24°27'55"W 1666.19 ft.
to a point on the centerline of Lee Creek Road;

Thence 422.53 ft. along said centerline a curve to the left having a central angle of 15°58'43", a radius of 1515.08 ft. and a chord bearing of N 66°54'30"W for a distance of 421.16 ft.;

Thence S 10°40'00"W a distance of 126.03 ft. to a point in the fence;

Thence the following courses and distances along said fence line;
S 05°38'40"W 2444.04 ft.; S 88°46'58"W 2646.86 ft.;
N 00°02'29"W 3003.42 ft.; N 00°10'05"W 983.99 ft.;
N 89°44'58"W 1321.36 ft.; N 00°07'37"W 2603.68 ft.
to the Point of Beginning.

I ~ WARRANTY DEED - PETERSON PROPERTY
From the Ruggles to the Johnsons

STATE OF IDAHO
COUNTY OF LEMHI
I, TERRI J. MORTON, CLERK OF THE DISTRICT COURT
OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF LEMHI,
DO HEREBY CERTIFY THAT THE PROCEEDING IS A
TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE
IN THIS OFFICE. IN WITNESS WHEREOF I HAVE HERE
UNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL THIS 15 DAY OF February YEAR 2013
TERRI J. MORTON, CLERK
BY *[Signature]* DEPUTY

EXCEPTING THEREFROM the following:

1. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads, and highways, dedicated and or otherwise used by the public, and subject to all easements and restrictions attendant and pertinent to said highways.
2. Reservations contained in Unites States Patent(s) to said real property.
3. Easement granted to Idaho Power, recorded April 27, 1948, as Instrument No. 67722.
4. That certain easement granted to the County of Lemhi for the purpose shown and rights incidental thereto as set forth in Right of Way Deed recorded December 4, 1953 in Book 44, Page 294, 295 and 296, records of Lemhi County, Idaho.
5. Easement granted to Idaho Power, recorded October 21, 1994, as Instrument No. 224475.
6. Covenants, conditions and restrictions contained in Agreement (Land or property use and trespass rights) upon the terms, covenants and conditions contained therein.
 Recorded: December 9, 2003 Instrument No.: 256855
 Grantor: Kenneth and Janette Peterson
 Grantee: Capital Enterprises, Inc.
7. Covenants, conditions and restrictions contained in Agreement (Land or property use and trespass rights) upon the terms, covenants and conditions contained therein.
 Recorded: May 10, 2004 Instrument No.: 258550
 Grantor: Various Leadore Area Parties
 Grantee: Capital Enterprises, Inc.
8. That certain Letter of Intent and Agreement recorded January 7, 2005 as Instrument No. 261445, records of Lemhi County, Idaho.

9. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat, corrections and amendments of said subdivision, recorded August 4, 2005, in Book 15 of Surveys at Page 32, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

TOGETHER WITH all water rights appurtenant thereto including but not limited to the following:

Irrigation:

Water Right ID No.	Amount in cfs	Priority Date	Source	Irrigated Acreage
74-350 ✓	7.04	May 11, 1910	Big Eight Mile Creek	175

74-15072	--	June 19, 1982	Big Eight Mile Creek	59
74-15071	22.06	March 15, 1966	Big Eight Mile Creek	234
74-15426		Mar. 15, 1966	Big Eight Mile Creek	
74-15717	2.07 cfs	July 29, 1901	Big Eight Mile Creek	237.8

275058

74-15719	4.00	May 11, 1910	Big Eight Mile Creek	237.8
74-1831	0.24 cfs	June 28, 1912	Lee Creek	12.0
74-15720	1.54 cfs	May 11, 1910	Big Eight Mile Creek	56.3
74-15721	5.3 cfs	May 11, 1910	Big Eight Mile Creek	194.3

Irrigation and Stockwater:

Water Right ID No.	Amount in cfs	Priority Date	Source	Irrigated Acreage
74-949	0.04	Dec. 5, 1918	Lee Creek	1.0

Stockwater:

Water Right ID No.	Amount in cfs	Priority Date	Source
74-411	0.33	March 25, 1887	Big Eight Mile Creek
74-15715	0.33	March 25, 1887	Big Eight Mile Creek

TOGETHER WITH all grazing rights appurtenant thereto including but not limited to the following:

1. **United States Department of Interior BLM Grazing Permit; Allotment 06224, Timber Creek for 100 Cattle, 134 active AUMs, 52 suspended AUMs, 186 permitted use AUMs**
2. **United States Department of Interior BLM Grazing Permit; Allotment 06243 Nef No. 3 for 130 Cattle, 73 active AUMs, 25 suspended AUMs, 98 permitted use AUMs.**
3. **USDA Forest Service Term Grazing Permit, Permittee Number R00257, Permit No. 80085, Grazing Allotment 80413, Swan Basin, for 100 Cattle**

TOGETHER WITH all irrigation equipment, farm equipment, livestock, and other equipment and personal property utilized in operation of the real property sold hereunder including but not limited to that identified in the Purchase and Sale Agreement entered into between the parties for this sale.

275058

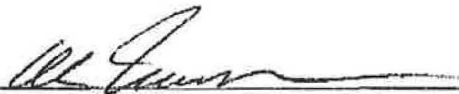
ALSO TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

SUBJECT TO all real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

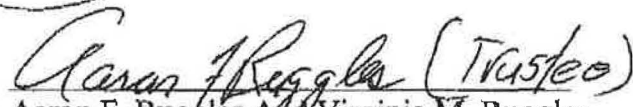
TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's successors, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

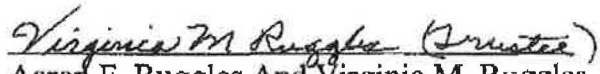
In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.


Al Ruggles, Grantor


Jamin Ruggles, Grantor


Aaron F. Ruggles And Virginia M. Ruggles
Revocable Living Trust, Grantor
By Aaron F. Ruggles, Trustee


Aaron F. Ruggles And Virginia M. Ruggles
Revocable Living Trust, Grantor
By Virginia M. Ruggles, Trustee

275058

STATE OF IDAHO)
)ss.
County of Lemhi)

On the 29th day of January, 2008, before me, the undersigned notary public in and for said State, personally appeared Al Ruggles, known or identified to me to be the person whose name is subscribed to the within Warranty Deed, and acknowledged to me that he executed the same.

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



Daniela Slavin
Notary Public for Idaho
Residing at: Salmon, Idaho
My Commission Expires: 11-15-2011

STATE OF IDAHO)
)ss.
County of Lemhi)

On the 30th day of January, 2008, before me, the undersigned notary public in and for said State, personally appeared Jamin . Ruggles, known or identified to me to be the person whose name is subscribed to the within Warranty Deed, and acknowledged to me that she executed the same.

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



Daniela Slavin
Notary Public for Idaho
Residing at: Salmon, Idaho
My Commission Expires: 11-15-2011

State of Idaho)
County of Lemhi) SS No. 275058

This instrument was filed for record at the request of Al Ruggles at 2:22 o'clock p.m. 1-31 2008 and duly filed and indexed in the records of Lemhi County

Teri J. Morton
Ex-Officio Recorder
By Brenda Chitwood Deputy
Fee 30.00

9 - WARRANTY DEED - PETERSON PROPERTY
From the Ruggles to the Johnsons

Return to

275058

STATE OF IDAHO)
) ss.
County of Lemhi)

On the 29th day of January, 2008, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared Aaron F. Ruggles, known to me to be the trustee of the Aaron F. Ruggles and Virginia M. Ruggles Revocable Living Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as trustee.

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



Daniela Slavin
Notary Public for Idaho
Residing at: Salmon, Idaho
My Commission Expires: 11-15-2011

STATE OF IDAHO)
) ss.
County of Lemhi)

On the 29th day of January, 2008, before me, the undersigned, a notary public, in and for the State of Idaho, personally appeared Aaron F. Ruggles, known to me to be the trustee of the Aaron F. Ruggles and Virginia M. Ruggles Revocable Living Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as trustee.

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



Daniela Slavin
Notary Public for Idaho
Residing at: Salmon, Idaho
My Commission Expires: 11-15-2011

G:\WPDATA\REF\14742\Deed.Warranty.Peterson.wpd.jh



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 01, 2019

STEVEN L JOHNSON
SUSAN JOHNSON
1019 LEE CREEK RD
LEADORE ID 83464-5011

Re: Change in Ownership for Water Right No(s): 74-350, 74-411, 74-949, 74-1831, 74-15072, 74-15201, 74-15715, 74-15717, 74-15719, 74-15720 & 74-15721

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 525-7161.

Sincerely,

Jonie Barg
Technical Records Specialist 1

Enclosure(s)

cc: Water District 74Z
Water District 170