

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 09 2000

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) 2-7172K
Adjudication Claim Number(s) _____
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Gary C. Curtis and Julie A. Curtis, husband and wife

4. New Owner/Claimant(s) Emil Nejd1 and Lois L. Nejd1, husband and wife

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address HC 65, Box 196

City, State and ZIP Code Hammett, Idaho 83627

New Telephone Number (208) 366-7265

5. Date you acquired the property October 29, 1999

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

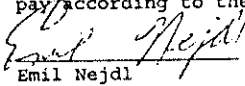
7. Signature of New Owner/Claimant(s) Emil Nejd1 per Judy [Signature] Date 6-08-00

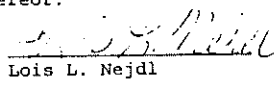
Date _____

- (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

A parcel of land in Lot 1, Block 13 and a portion of a certain un-named vacated road in the Fruitland Subdivision, Section 2, Township Six South, Range Eight East, Boise Meridian, Elmore County, Idaho and being more specifically described as follows: Commencing at the East Quarter Corner of Section Two, Township Six South, Range Eight East, Boise Meridian, a distance of 25.00 feet on a bearing of South 89°59'06" West; thence A distance of 30.00 feet on a bearing of South 0°05'45" East; thence A distance of 1010.40 feet on a bearing of South 89°59'06" West to the REAL POINT OF BEGINNING: Thence from this REAL POINT OF BEGINNING and continuing a distance of 246.42 feet on a bearing of South 89°59'06" West; Thence a distance of 578.98 feet on a bearing of South 0°06'07" East; Thence a distance of 184.98 feet on a bearing of North 79°51'24" East; Thence a distance of 65.02 feet on a bearing of North 81°11'24" East; Thence a distance of 536.51 feet on a bearing of North 0°06'07" West to the REAL POINT OF BEGINNING.

"Subject to that certain Deed of Trust executed by Grantors; recorded January 9, 1998, as Instrument No. 305413, records of Elmore County, Idaho; which Grantees herein assume and agree to pay according to the terms thereof."


Emil Nejd


Lois L. Nejd

WARRANTY DEED

FOR VALUE RECEIVED

Gary C. Curtis and Julie A. Curtis, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Emil Nejd1 and Lois L. Nejd1, husband and wife

GRANTEE(S), whose current address is: 1685 East 10th North St Mountain Home, Id 83647
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: October 29, 1999

Gary C. Curtis
Gary C. Curtis

Julie A. Curtis
Julie A. Curtis

STATE OF Idaho, County of Elmore, ss.

On this 29th day of October
in the year of 1999, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Gary C. Curtis, Julie A. Curtis, Emil
Nejd1, Lois L. Nejd1

known or identified to me to be the person^s whose name
are they subscribed to the within instrument, and
acknowledged to me that they executed the same.

Signature: Sheryl Nejd1

Name: SILVY LARSEN
(type or print)

Residing at: Mountain Home
My commission expires: 12-27-99

318675

ELMORE COUNTY, IDAHO
Request of
GUARANTY TITLE, INC.

Time: 3:05 P.M.
Date: October 29, 1999
GAIL L. BEST, Recorder

By: [Signature]
Fen: 49.00 Deputy

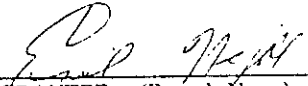
ASSUMPTION CLAUSE - STATE OF IDAHO

WHEN THE DEED IS PREPARED CONVEYING TITLE TO THE PURCHASER, THE FOLLOWING CLAUSE AND ACCEPTANCE MUST BE INSERTED ON THE DEED AND THE PURCHASER'S SIGNATURES OBTAINED BEFORE RECORDING:

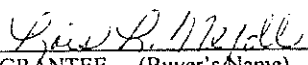
"Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain deed of trust or mortgage made by (Original Borrower) to (Original lender) which deed of trust or mortgage is recorded on January 9,, 19 98, in the office of the county recorder of Elmore County under Instrument No. 305413. And for the same consideration Grantees hereby assume the obligation of (Original Borrower), under the terms of the instruments creating the loan to indemnify the Department of Veterans Affairs (VA) to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. This liability to VA is under the authority of Chapter 37, Title 38 of the United States Code, and supersedes any State or local law barring or limiting deficiencies following foreclosure of real property."

The undersigned Grantees hereby acknowledge and accept the above assumption agreement and their liability to indemnify VA.

DATED: October 29, 1999



GRANTEE (Buyer's Name)



GRANTEE (Buyer's Name)

55/8E

PLAT OF FRUITLAND SUBDIVISION

BY TID

FRUITLAND ACREAGE CO. LTD.

BLAINE COUNTY IDAHO

WALKER & ADAMS ET AL.

While this is a photographic reproduction of the recorded plat, the Company assumes no liability for variations, if any, with a re-survey.

