

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

RECEIVED

APR 05 2006

DEPARTMENT OF
WATER RESOURCES

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
<u>See attached</u>					

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)

Don + Debra Barnes
HC Box 2190, May 10 83253

4. New Owner/Claimant(s)

Charlesview, LLC

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1819 E. Southern Ave, #B-10

City, State and ZIP Code

Mesa, AZ 85204

New Telephone Number

480 505-9520

5. Date you acquired the property

4.3.06

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)
Charlesview, LLC, Manager

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 _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Basin	Sequence	Suffix	Basis	Status	Right ID	Priority Date	Rate(cfs)	Volume(af)
73	15	A	Decreed	Active	291630	2/26/1913	3.60	
73	47		Decreed	Active	290514	7/15/1900	3.20	
73	150	C	Decreed	Active	291635	1897-07-01	3.32	
73	174	C	Decreed	Active	291636	8/7/1905	1.60	
73	188	B	Decreed	Active	291637	5/19/1909	2.00	
73	2147		License	Active	291641	8/8/1956	5.04	
73	2159		License	Active	291642	8/8/1966	3.29	
73	2162		License	Active	291643	8/31/1966	2.49	
73	4001		Statutory Claim	Active	291644	5/1/1950	4.40	
73	4003		Statutory Claim	Active	291645	5/1/1950	2.00	
73	4004	A	Beneficial Use	Active	291646	8/21/1920	10.00	
73	7113			Active	78091	5/3/1990	7.35	
73	10022		Decreed	Active	188003	3/29/1956	0.20	
73	10023		Decreed	Active	291650	4/17/1915	9.60	
73	10024		Decreed	Active	291651	5/1/1950	2.00	
73	10025		Beneficial Use	Active	291652	10/20/1909	0.40	

COMMITMENT FOR TITLE INSURANCE

Order No: 307053130C-G

SCHEDULE A

1. Effective date: 3/30/2006 at 7:30 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy ☒ Standard Coverage ☐ Extended Coverage
Amount: \$1,929,800.00
Premium: \$4,640.00

Proposed Insured:

Clearview LLC

(b) ALTA Loan Policy ☐ Standard Coverage ☐ Extended Coverage
Amount: \$
Premium: \$

(c) Endorsements: Amount: \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is:
Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

Donald L. Barnes and Debra Barnes, also known of record as Debra L. Barnes, Husband and Wife

5. The land referred to in this Commitment is described as follows:

TOWNSHIP 13 NORTH, RANGE 23 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO;
SECTION 20: N1/2, SE1/4, E1/2SW1/4 AND SW1/4SW1/4
SECTION 28: NW1/4SW1/4, S1/2SW1/4 LYING WESTERLY OF THE MCCOY LANE
SECTION 29: E1/2, SE1/4NW1/4, E1/2SW1/4 AND NE1/4NW1/4
SECTION 32: NE1/4NE1/4
SECTION 33: NW1/4NW1/4 LYING WESTERLY OF THE MCCOY LANE

EXCEPTING THEREFROM:

A PARCEL OF LAND LOCATED IN THE NW1/4NW1/4, SECTION 33, T. 13 N., R. 23 E., BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SECTION 33 FROM WHICH THE SE CORNER OF SAID SECTION BEARS S. $89^{\circ} 56' 22''$ E. A DISTANCE OF 5290.44 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE N. $06^{\circ} 27' 47''$ E. A DISTANCE OF 4651.42 FT. TO THE POINT OF BEGINNING;

THENCE N. $15^{\circ} 35' 25''$ E. A DISTANCE OF 660.00 FT.;

THENCE S. $74^{\circ} 24' 35''$ E. A DISTANCE OF 330.00 FT. TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MCCOY LANE;

THENCE S. $15^{\circ} 35' 25''$ W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 660.00 FT.;

THENCE N. $74^{\circ} 24' 35''$ W. A DISTANCE OF 330.00 FT. TO THE POINT OF BEGINNING.

COMMITMENT FOR TITLE INSURANCE

Order No.: 307053130C-G

SCHEDULE B – SECTION 1

The following are the Requirements to be complied with:

- ~~1.~~ Instrument(s) necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed for record.
- ~~2.~~ Payment of taxes for the 2nd ½ of the year 2005 were \$1,231.10. Total taxes for the year 2005 were \$2,462.20.
Parcel No.: RP13N23E200001A, RP13N23E286002A, RP13N23E290001A and RP13N23E32001A.
- ~~3.~~ A properly executed and recorded Satisfaction/Release for: a Mortgage entitled "First Mortgage Security agreement and Assignment of Rents" to secure an indebtedness as shown below and any other obligations secured thereby
Amount: \$500,000.00.
Mortgagor: Donald L. Barnes and Debra L. Barnes aka Debra Barnes, husband and wife.
Mortgagee: Metropolitan Life Insurance Company.
Recorded: June 18, 2001.
Instrument No.: 222924 of Official Records.
- ~~4.~~ A properly executed, filed and recorded termination of: a Financing Statement filed in the Office of the County Recorder, showing
Debtor: Donald L. Barnes and Debra L. Barnes.
Secured Party: Metropolitan Life Insurance Company.
Recorded: June 18, 2001.
Instrument No.: 222925 of Official Records.
- ~~5.~~ A properly executed and recorded Satisfaction/Release for: a Mortgage to secure an indebtedness as shown below and any other obligations secured thereby
Amount: \$250,000.00.
Dated: October 5, 2005.
Mortgagor: Donald L. Barnes.
Mortgagee: U.S. Bank National Association.
Recorded: October 18, 2004.
Instrument No.: 230347 of Official Records.
- ~~6.~~ A Financing Statement filed in the Office of the Secretary of State showing:
Debtor: Donald E. Barnes and Debra L. Barnes.
Secured Party: Metropolitan Life Insurance Company.
Filed: June 27, 2001.
Instrument No.: B903558 of Official Records.

Note No.:1 : Taxes, including any assessments collected therewith, for the year shown below are paid.
Amount: \$2,462.20

Year: 2004.

Parcel No.: RP13NE200001A, RP13N23E286001A, RP13N23E290001A,
RP13N23E320001A.

Note No.: 2: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No.: 3: According to the available County Assessor's Office records, the purported address of said land is:

Barnes Ranch, Pahsimero Vally, ID

Note No.: 4: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Steven R Gott.

**This commitment is made further subject to the exceptions shown in Schedule B,
Section 2 hereof.**

COMMITMENT FOR TITLE INSURANCE

Order No.: 307053130C-G

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

B. General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

7. Taxes, including any assessments collected therewith, for the year 2005, which are a lien not yet payable.
8. Agreement for easement and road right of way dated May 7, 1954, from Eldon C. Summers and Clella M. Summers, husband and wife, and Norma H. Summers, by Eldon C. Summers, Attorney in Fact; to Ileen Colson and Bryd F. Colson, husband and wife, recorded May 27, 1954 in Book 30 of Deeds at Page No.443, Instrument No. 106857, records of Custer County, Idaho.
9. Irrigation Contract with Salmon River Electric Cooperative, Inc. recorded June 11, 1992 as Instrument No. 201731.
10. Memorandum of Agreement between Donald and Debra Barnes and Salmon River Electric Cooperative, Inc. recorded May 22, 2001 as Instrument No. 222759, and subordinated to Metropolitan Life Insurance Company by Subordination Agreement recorded June 18, 2001 as Instrument No. 222927.

11. First Mortgage Security Agreement and Assignment of Rents recorded June 18, 2001 as Instrument No. 222924.
12. Assignment of Bonuses, Rentals and Royalties- Oil, Gas and Minerals, Recorded June 18, 2001 as Instrument No. 222926.
13. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water that is included within the boundaries of Pahsimeroi River.

END OF SCHEDULE B

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

ALLIANCE TITLE & ESCROW CORP.
PRIVACY POLICY NOTICE
As of May 31, 2001
PURPOSE OF THIS NOTICE

Alliance Title & Escrow Corp. shares your concerns about privacy. Our Company is committed to respecting the privacy of our customers. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing a policy of title insurance and closing your real estate transaction.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing non-public personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information might be disclosed. In compliance with GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of Alliance Title & Escrow Corp. and the Agent.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

We do not collect any nonpublic information about you other than the following:

- Information we receive from you or from your attorney or other representatives on applications or other forms, such as your name, address, telephone number, or social security number;
- Information about your transactions with us.

In addition, we may collect other nonpublic personal information about you from individuals and companies other than those proposed for coverage.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

Information we disclose to third parties

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

- To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;
- To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;
- To an insurance institution, agent, or credit reporting agency for either this Company or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you;
- To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;
- To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law.

We do not disclose any nonpublic personal information about you with affiliates or non-affiliated third parties for any purpose that is not specifically permitted by law.

Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Alliance Title & Escrow Corp.: You should submit a request in writing to :

Privacy Compliance Officer
Alliance Title & Escrow Corp., Inc.
380 Parkcenter Blvd. Suite 105
Boise, ID 83706

The request should include your name, address, policy number, telephone number and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct, amend, or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include you name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

Our practices regarding information confidentiality and security:

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Our policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interests, Alliance Title & Escrow Corp. reserves the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be a successor in interest of Alliance Title & Escrow Corp. with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.