

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

RECEIVED

JUN 13 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
37-444	same				
37-541	same				
37-7636	37-7636	A			

- 2 The following **REQUIRED** information must be submitted with this form:

- A. ~~The appropriate **FILING FEE**. See instructions for fee amounts.~~ *MDR*
- 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) | Barbara Watts
Rt 1 Bx 1092 Fairfield Id. |
| 4 | New Owner/Claimant(s) | H. P. CASH
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or |
| | New Mailing Address | Rt 1 Bx 1092 Fairfield Id. 83327 |
| | City, State and ZIP Code | |
| | New Telephone Number | 208 764 2323 |
| 5 | Date you acquired the property | Oct 08 - 1998 |

- 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) _____

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 _____
 Receipted by _____ Date _____ Receipt No _____
 Processed by _____ AJ Date _____ WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s)**. Please enter the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3**.
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may have purchased only a portion of the water right(s) held by the seller. If this 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. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original form to the IDWR office nearest you:

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



Ser vity of Contract

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY



Stewart Morris Jr.
Chairman of the Board

Countersigned by:

Malcolm S. Morris
President

Sherril Mason
Authorized Signatory

Camas County Title, L.L.C.

Company

Twin Falls, Idaho 83301

City State

TO: SUNLAND INVESTMENTS, INC.
ATTN: JUDY CASH

SCHEDULE A

Order Number: C980166

Commitment Number: C980166
Reference: WATTS/CASH

1 Effective date: October 8, 1998 at 08:00 A M.

2. Policy or Policies to be issued:
(a) A L T.A. Standard Owner's

Amount of Insurance

Premium Amount

\$ 100,000 00

\$ 230 00

RE-ISSUE RATE

Proposed Insured:

H P. CASH

(b) A L T.A. Mortgagee's

\$ 0 00

\$

Proposed Insured:

ENDORSEMENTS:

\$ 0 00

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:

BARBARA A. WATTS, presumptively subject to the community interest of her
spouse, LESLIE A. ROSE

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

See Attached Exhibit "A"

PROPERTY KNOWN AS: NNA, FAIRFIELD, ID 83327

In the event that this transaction fails to close, a fee will be charged to comply with the State Insurance code.

EXHIBIT A

C980166

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 27: The Northwest Quarter of the Southeast Quarter; the North
one-half of the Southwest Quarter and the Northwest Quarter,

EXCEPTING THEREFROM the following described parcel of land:

BEGINNING at the Northeast corner of the Northwest Quarter;
Thence due West 428 feet;
Thence due South 2,036 feet;
Thence due East 428 feet;
Thence due North 2,036 feet to the POINT OF BEGINNING

AND EXCEPTING THEREFROM the following described parcel of land:

BEGINNING at the Northeast corner of said Northwest Quarter;
Thence due West 428 feet to the TRUE POINT OF BEGINNING;
Thence continuing due West for a distance of 922 feet;
Thence due South for a distance of 1,890 feet;
Thence due East for a distance of 922 feet;
Thence due North for a distance of 1,890 feet to the TRUE POINT OF BEGINNING.

AND

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 28: The East one-half.

SCHEDULE B

Order Number: C980166

Commitment Number: C980166

PART I

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by 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.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspections of the land or by making inquiry of persons in possession thereof
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments of any other facts which a correct survey would disclose, and which are 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.
6. 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.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or gargage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attached 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.

PARAGRAPHS 1-4 & 6-8 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - PART II.

PART II

The following matters will be excepted in Schedule B of the policy to be issued:

9. General Taxes for 1998 are an accruing lien, not yet due or payable.

NOTE: Taxes for 1997 were \$1,267.32, Parcel No. RP01S15E272400, Bill No. 2475, Homeowners Filed, which have been paid in full. COVERS ADDITIONAL LAND

NOTE: Taxes for 1997 were \$323.90, Parcel No. RP01S15E280100, Bill No. 2477, No Homeowners Filed, which have been paid in full.

10. Liens, levies and assessments of Twin Lakes Reservoir & Irrigation Company, and the rights and powers of said Company as by law provided
11. POWER LINE EASEMENT, and the Terms and Conditions thereof:
In Favor of Prairie Power Cooperative, a Cooperative Corporation
Recorded October 26, 1977
Instrument No 44404 in Book 22 of Deeds at Page 675
Affecting the Northerly boundary of the property described

(Continued)

CONTINUATION SHEET
SCHEDULE B

Order Number: C980166

Commitment Number: C980166

12. Mortgage (Closed End) dated August 1, 1991 to secure an indebtedness in the principal sum of \$206,000.00, and any other amounts and/or obligations secured thereby

Recorded: August 5, 1991, Instrument No. 66789 in Book 21 of Mortgages at Page 96

Mortgagor: Barbara A. Watts and Leslie A. Rose, Wife and Husband

Mortgagee: Northwest Farm Credit Services, ACA

COVERS ADDITIONAL LAND

13. Financing Statement covering all rents, improvements, personal property, water rights and pump.

Recorded January 23, 1998 as Instrument No. 71429 in Book 25 of Mortgages at Page 328

Debtor: Barbara A. Watts and Leslie A. Rose

Secured Party: Milton G. Kuolt, II

COVERS ADDITIONAL LAND

14. Real Estate Mortgage and Security Agreement dated January 20, 1998 to secure an indebtedness in the principal sum of \$135,000.00, and any other amounts and/or obligations secured thereby.

Recorded: January 23, 1998, Instrument No. 71430 in Book 25 of Mortgages at Page 332

Mortgagor: Barbara A. Watts and Leslie A. Rose, Wife and Husband

Mortgagee: Milton G. Kuolt, II, a married man

COVERS ADDITIONAL LAND

NOTE: We have done a judgment lien search for matters of record against the incoming purchasers and as of the commitment date, we find: NONE

SCHEDULE C

Order Number: C980166

Commitment Number: C980166

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction

Record instrument conveying or encumbering the estate or interest to be insured, briefly described:

5. A re-issue credit in the amount of \$335.00 has been given and is reflected in the premium on Schedule A
6. Warranty Deed transferring title from vesting to H. P. CASH, (MARITAL STATUS)

NOTE: For further information regarding this title report, please contact:

CAMAS COUNTY TITLE, L.L.C.
P.O. BOX 488, 905 SHOSHONE STREET NORTH
TWIN FALLS, ID 83303-0488
800-642-8946 OR 208-736-2424
208-736-2404 - FAX

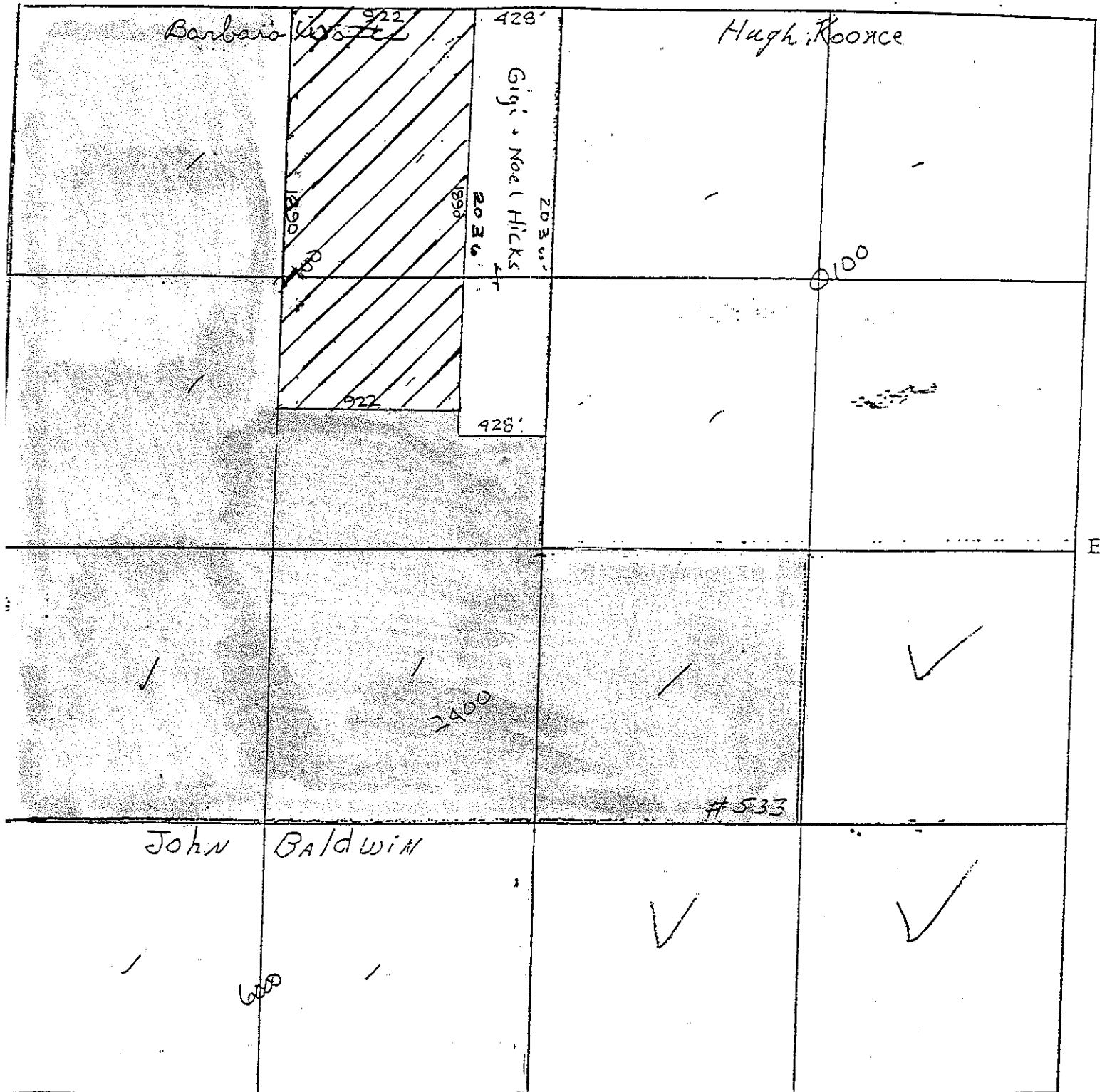
TITLE OFFICER: SHELLI R. MASON

ESCROW OFFICER: CURT CHAMBERS - FIRST AMERICAN TITLE COMPANY - 726-5688

Section 27 Township 15 Range 15E Photo 2C-10

N

CARTON PRINTERS CALDWELL, IDAHO 83602



S

Section 28 Township 1S Range 15E Photo 2G-10

PRINTERS CALDWELL IDAHO 95592

N

Car

Reedy, et al
c/o Jim Reedy

Barbara Watts

200

0100

2400

0100

E

533

S

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



Sensibility of Contract

STEWART TITLE
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

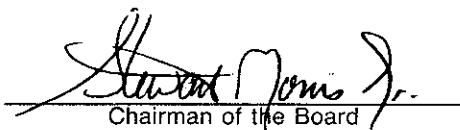
This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

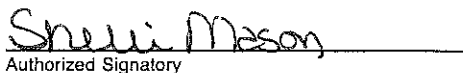
STEWART TITLE
GUARANTY COMPANY




Chairman of the Board

Countersigned by:


President


Authorized Signatory

Camas County Title, L.L.C.

Company

Twin Falls, Idaho 83301

City State

Sensibility of Contract

TO: NORWEST MORTGAGE, INC.
ATTN: RUSTIN MILLER

AMENDED
SCHEDULE A

Order Number: C980158

Commitment Number: C980158
Reference: WATTS/CASH

1 Effective date: October 8, 1998 at 08:00 A.M.

2. Policy or Policies to be issued:
(a) A L.T.A. Standard Owner's

Amount of Insurance

Premium Amount

\$ 325,000 00

\$ 868.00

Proposed Insured:

RE-ISSUE RATE

H. P. CASH

(b) A L.T.A. Extended Mortgagee's

\$ 284 000 00

\$ 369 00

Proposed Insured:

NORWEST MORTGAGE, INC

ENDORSEMENTS: 100 116 8.1

\$ 50.00

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:

BARBARA A. WATTS, presumptively subject to the community interest of her
spouse, LESLIE A. ROSE

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

See Attached Exhibit "A"

PROPERTY KNOWN AS: NNA, FAIRFIELD, ID 83327

In the event that this transaction fails to close, a fee will be charged to comply with the State Insurance code.

EXHIBIT A

C980158

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 27: A parcel of land located in the Northwest Quarter, described as follows:

BEGINNING at the Northeast corner of said Northwest Quarter;
Thence due West 428 feet to the TRUE POINT OF BEGINNING;
Thence continuing due West for a distance of 922 feet;
Thence due South for a distance of 1,890 feet;
Thence due East for a distance of 922 feet;
Thence due North for a distance of 1,890 feet to the TRUE POINT OF BEGINNING.

SCHEDULE B

Order Number: C980158

Commitment Number: C980158

PART I

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company

1. Taxes or assessments which are not shown as existing liens by 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.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspections of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments of any other facts which a correct survey would disclose, and which are 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.
6. 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.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attached 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.

PARAGRAPHS 1-4 & 6-8 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - PART II

PART II

The following matters will be excepted in Schedule B of the policy to be issued:

9. General Taxes for 1998 are an accruing lien, not yet due or payable.

NOTE: Taxes for 1997 were \$1,267.32, Parcel No. RP01S15E272400, Bill No. -, Homeowners Filed, which have been paid in full. COVERS ADDITIONAL LAND

10. Liens, levies and assessments of Twin Lakes Reservoir & Irrigation Company, and the rights and powers of said Company as by law provided.
11. POWER LINE EASEMENT, and the Terms and Conditions thereof:
In Favor of Prairie Power Cooperative, a Cooperative Corporation
Recorded October 26, 1977
Instrument No. 44404 in Book 22 of Deeds at Page 675
Affecting the Northerly boundary of the property described

(Continued)

CONTINUATION SHEET
SCHEDULE B

Order Number: C980158

Commitment Number: C980158

12. Mortgage (Closed End) dated August 1, 1991 to secure an indebtedness in the principal sum of \$206,000.00, and any other amounts and/or obligations secured thereby

Recorded: August 5, 1991, Instrument No. 66789 in Book 21 of Mortgages at Page 96

Mortgagor: Barbara A. Watts and Leslie A. Rose, Wife and Husband

Mortgagee: Northwest Farm Credit Services, ACA

COVERS ADDITIONAL LAND

13. Financing Statement covering all rents, improvements, personal property, water rights and pump.

Recorded January 23, 1998 as Instrument No. 71429 in Book 25 of Mortgages at Page 328

Debtor: Barbara A. Watts and Leslie A. Rose

Secured Party: Milton G. Kuolt, II

COVERS ADDITIONAL LAND

14. Real Estate Mortgage and Security Agreement dated January 20, 1998 to secure an indebtedness in the principal sum of \$135,000.00, and any other amounts and/or obligations secured thereby

Recorded: January 23, 1998, Instrument No. 71430 in Book 25 of Mortgages at Page 332

Mortgagor: Barbara A. Watts and Leslie A. Rose, Wife and Husband

Mortgagee: Milton G. Kuolt, II, a married man

COVERS ADDITIONAL LAND

SCHEDULE C

Order Number: C980158

Commitment Number: C980158

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Record instrument conveying or encumbering the estate or interest to be insured, briefly described:

5. A re-issue credit in the amount of \$335.00 has been given and is reflected in the premium on Schedule A
6. Warranty Deed transferring title from vesting to H. P. CASH, a single man
7. Deed of Trust or Mortgage to secure the new loan.

NOTE: For further information regarding this title report, please contact:

CAMAS COUNTY TITLE, L.L.C
P.O. BOX 488, 905 SHOSHONE STREET NORTH
TWIN FALLS, ID 83303-0488
800-642-8946 OR 208-736-2424
208-736-2404 - FAX

TITLE OFFICER: SHELLI R. MASON

ESCROW OFFICER: DEANNA KEYES - GOODING TITLE & ESCROW COMPANY

Section 27 Township 15 Range 15E Photo 2G-10

CARTON PRINTERS CALDWELL, IDAHO 83702

N

Barbara ~~W. H.~~

Hugh Koonce

428'

Gigi Noel Hicks

2036'

2036'

428'

0100

E

2400

#533

John Baldwin

600

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EXHIBIT A

C980158

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 27: A parcel of land located in the Northwest Quarter, described as follows:

BEGINNING at the Northeast corner of said Northwest Quarter;
Thence due West 428 feet to the TRUE POINT OF BEGINNING;
Thence continuing due West for a distance of 922 feet;
Thence due South for a distance of 1,890 feet;
Thence due East for a distance of 922 feet;
Thence due North for a distance of 1,890 feet to the TRUE POINT OF BEGINNING

SCHEDULE A

Order No.: C980158

Policy No: O-9993-1046410

Date of Policy: October 23, 1998 @ 3:30 P.M.

Amount of Insurance: \$325,000.00

Premium Amount: \$868.00

1. Name of Insured:

H. PHILIP CASH

2. The estate of interest in the land which is encumbered by the insured mortgage is:

FEE SIMPLE

3. Title to the estate of interest in the land is vested in:

H. PHILIP CASH, an unmarried man

4. The land referred to in this policy is described as follows:

See Attached Exhibit "A"

SCHEDULE B

Order Number: C980158

Policy No.: O-9993-1046410

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees, or expenses) which arise by reason of:

- 1 Rights or claims of parties in possession not shown by the public records
- 2 Easements, or claims of easements, not shown by the public records.
- 3 Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 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 Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
- 6 Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
- 7 Reservations contained in Patent from the United States of America or State where the land described in Schedule A is located.
- 8 Restrictive Covenants affecting the property described in Schedule A
- 9 General Taxes for 1998 are an accruing lien, not yet due or payable.
- 10 Liens, levies and assessments of Twin Lakes Reservoir & Irrigation Company, and the rights and powers of said Company as by law provided.
- 11 POWER LINE EASEMENT, and the Terms and Conditions thereof:
In Favor of Prairie Power Cooperative, a Cooperative Corporation
Recorded October 26, 1977
Instrument No. 44404 in Book 22 of Deeds at Page 675
Affecting the Northerly boundary of the property described.
- 12 A Deed of Trust dated October 22, 1998 to secure an indebtedness in the principal sum of \$260,000.00
Recorded: October 23, 1998, Instrument No 72270 in Book 26 of Mortgages at Page 206
Grantor: H Philip Cash, a single person

Trustee: Twin Falls Title & Escrow Co.
Beneficiary: Norwest Mortgage, Inc.

Order No. 21672

WARRANTY DEED

For Value Received

Barbara A. Watts, a married woman, as her sole and separate property
 Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

H. Philip Cash, an unmarried man

whose address is: P.O. Box 460, Bellevue, ID 83213

Hereinafter called the Grantee, the following described premises situated in Camas County, Idaho, to-wit:

Township 1 South, Range 15, East of the Boise Meridian, Camas County, Idaho

Section 27: A parcel of land located in the Northwest Quarter, described as follows:

BEGINNING at the Northeast corner of said Northwest Quarter;
 Thence due West 428 feet to the TRUE POINT OF BEGINNING;
 Thence continuing due West for a distance of 922 feet;
 Thence due South for a distance of 1,890 feet;
 Thence due East for a distance of 922 feet;
 Thence due North for a distance of 1,890 feet to the TRUE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: October 21, 1998

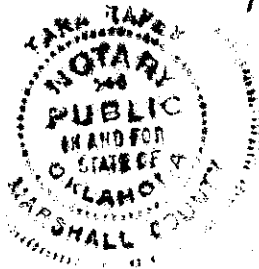
Barbara A. Watts
 Barbara A. Watts

State of Idaho Oklahoma
 County of ~~Blaine~~ Marshall

On October 21st, 1998, before me, the undersigned, a Notary Public in and for said State personally appeared Barbara A. Watts personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Signature Jana Raper
 Residing:
 Commission Expires: 4-10-99

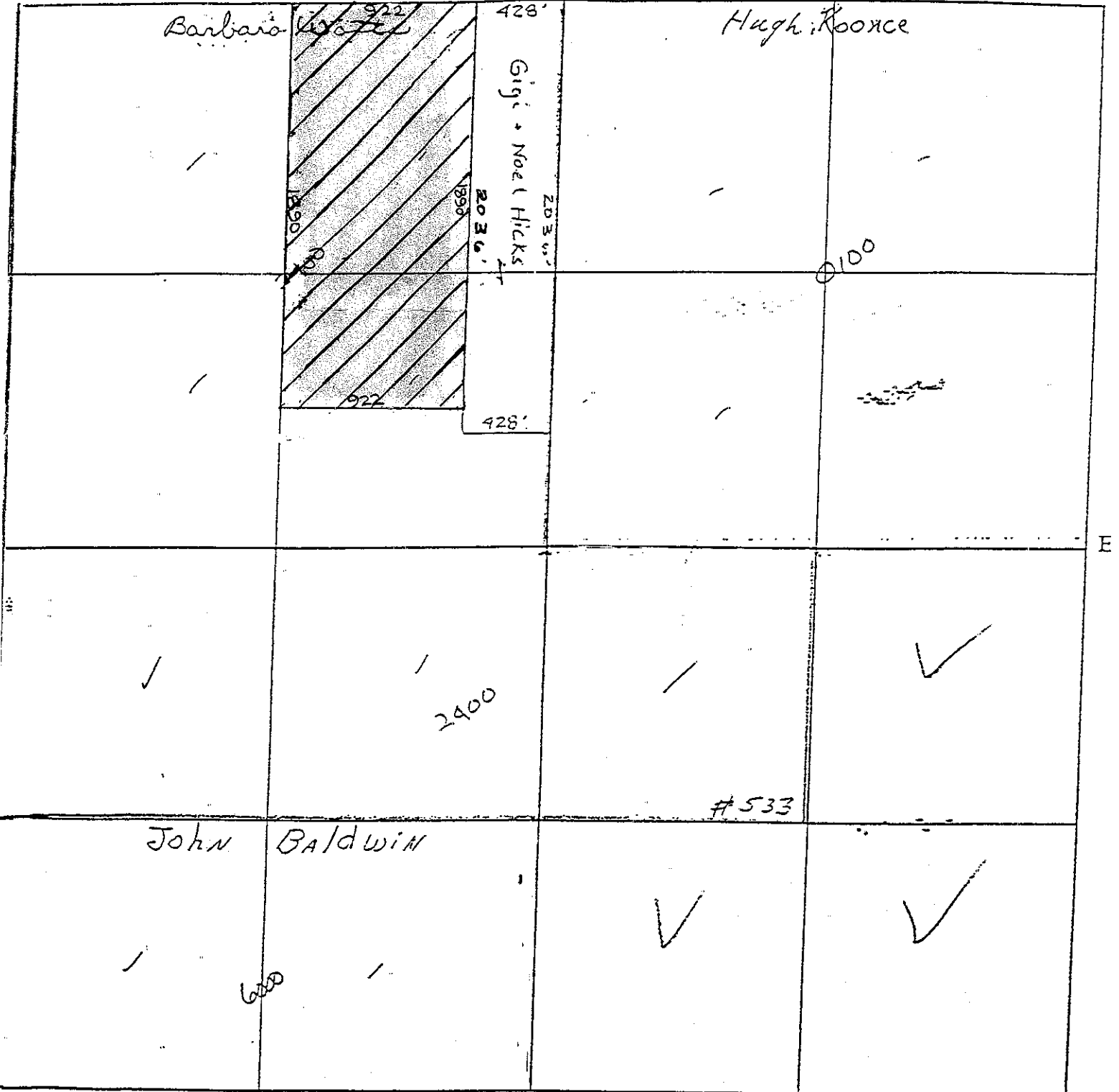


Recorded at the Request of
Camas Co. Title
 at 3:20 PM
Oct. 23, 1998
 in Book 31
 of Deeds Page 96
 ROLLIE BEISSETT
 CAMAS COUNTY RECORDER
 By Steph Dackteel
 Fees \$ 3.00

72268

CARTON PRINTERS, CALDWELL, IDAHO 84592

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