

RECEIVED

AUG. 10 2006

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIPPlease 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
75-4005 A					

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)

Jay Smith
P.O. BOX 271 CARMEN, ID 83462

4. New Owner/Claimant(s)

Lure and Debbie Russell
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

17715 N. Cache Bar

City, State and ZIP Code

Hayden, ID 83835

New Telephone Number

208.699-3396

5. Date you acquired the property

7.14.06

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JUL 31 2006

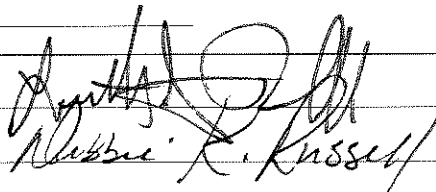
Department of Water Resources
Eastern Region

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)


Robbie R. Russell

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 _____

CENTERLINE CARMEN CREEK

HOWELL

LEAVELL

PARCEL "B"

CURVE

DELTA ANGLE

C.I.

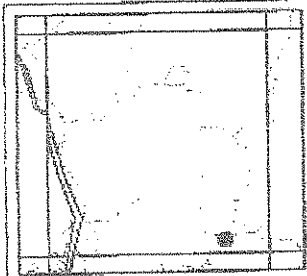
11° 20' 22"

S 28° 30' 32" E A16.26

23.15

0.05

SMITH, JAY



T.23N R.22E
Sec.35



-  Parcels
-  Tax lots
-  Lots
-  City Streets and no parcel available
-  Roads
-  Railroads

1:2400



THIS DRAWING IS TO BE USED FOR
REFERENCE PURPOSES ONLY. THE
COUNTY IS NOT RESPONSIBLE FOR ANY
INACCURACIES CONTAINED HEREIN.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company



LEMHI TITLE & ABSTRACT COMPANY
P.O. Box J
531 South Main
Salmon, ID 83467
(208) 756-2977
Fax: (208) 756-6286

Agent For
First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

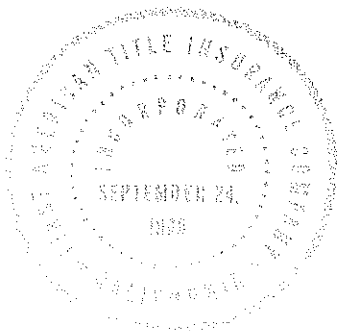
The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

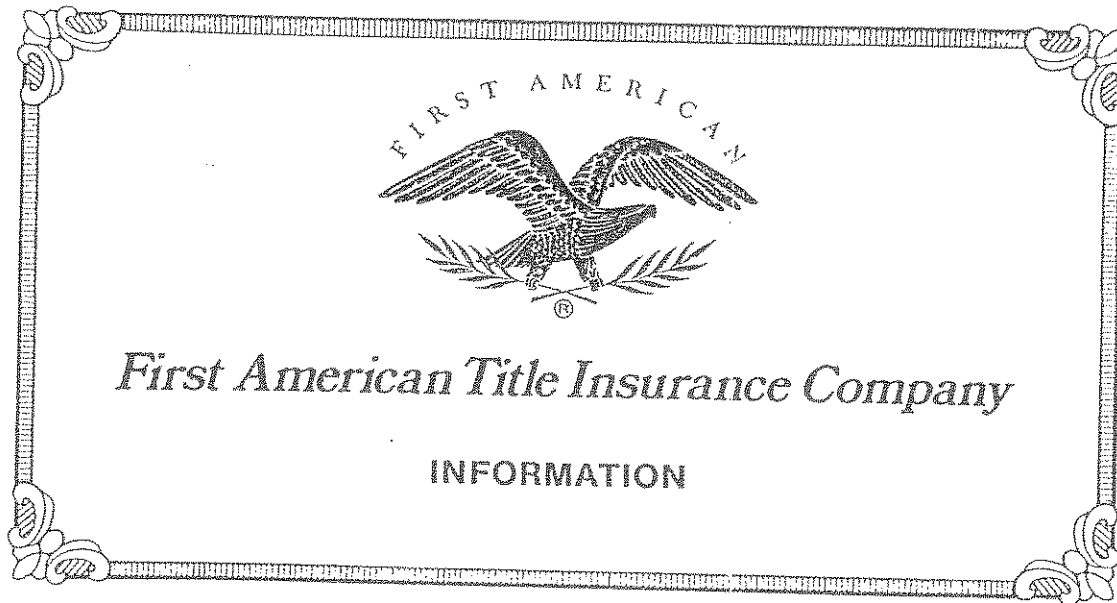


First American Title Insurance Company

BY *Gary L. Periwalt* PRESIDENT

ATTEST *Mark R. Aronson* SECRETARY

BY *M. Chase Jones* COUNTERSIGNED



The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment, please contact the issuing office.

SCHEDULE A

1. Commitment Date: **June 29, 2006** Commitment No: **2145**

2. Policy or Policies to be issued:

	Policy Amount	Premium Amount
✓ (a) Owners Policy	\$ 135,000.00 (Less Re-issue credit)	\$ 627.25
Standard Owner's Policy (10/17/92) Form 1402-92		
Proposed Insured:		
Luther Russell and Debbie Russell, husband and wife		
✓ (b) Loan Policy	\$ 108,000.00	\$ 188.70
Extended Loan Policy (10/17/92) Form 1056-92 (Simultaneous Issue)		\$ 75.00

Proposed Insured:

**TBD, it's successors and/or assigns as their respective interest(s)
may appear**

Endorsements: **100, 116 & 8.1** **\$ 50.00**

☐ (c) \$ \$
Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at
the Commitment Date, by:

Jay Smith, presumptively subject to the community interest of his spouse

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

See Attached Exhibit "A"

FOR INFORMATIONAL PURPOSES

Parcel No: **RP 002020000080 A**

Physical Address: **480 Carmen Creek Road, Lemhi County, ID**

2005 Property Taxes: **\$149.48**

Copy of Survey Attached

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE NE1/4SE1/4 , SECTION 35, T. 23 N., R. 22 E.,
BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35, FROM WHICH THE SE
CORNER OF SAID SECTION 35 BEARS S . 00 DEGREES 50 ' 41" E., 2592.65 FT., THE BASIS OF
BEARING OF THIS DESCRIPTION; RUN THENCE S. 44 DEGREES 07' 14" W. A DISTANCE OF
1784.40 FT. TO THE POINT OF BEGINNING;

THENCE N. 00 DEGREES. 37' 02" W. A DISTANCE OF 930.01 FT. TO A POINT ON THE
CENTERLINE OF CARMEN CREEK;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID CENTERLINE;

N. 50 DEGREES 17' 39" E., 22.21 FT; S. 81 DEGREES 50' 28" E. , 84.89 FT. ;

THENCE S. 26 DEGREES 30' 52" E. A DISTANCE OF 418.26 FT.;

THENCE S. 66 DEGREES 51' 01" E. A DISTANCE OF 88.11 FT. TO A POINT ON THE
WESTERLY RIGHT-OF-WAY OF CARMEN CREEK ROAD;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID RIGHT-OF-WAY;

S. 27 DEGREES 57' 00" W., 426.71 FT., N. 62 DEGREES 03' 00" W., 10.00 FT.;

182.06 FT. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11
DEGREES 20' 22" A RADIUS OF 919.93 FT. A CHORD BEARING OF S. 33 DEGREES
37' 11" W. FOR A DISTANCE OF 181.77 FT. ;

THENCE N. 89 DEGREES 30' 23" W. A DISTANCE OF 49.36 FT. TO THE POINT OF
BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN CARMEN CREEK ROAD.

Commitment No. 2145

SCHEDULE B - Section 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to the insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s)

- (f) Other

- (g) You must give us the following information:

- 1. Any off record leases, surveys, etc.
- 2. Statement(s) of identity, all parties.
- 3. Other

NOTE: A cancellation fee will apply if policy does not go to final within six months.

Commitment No. 2145

SCHEDULE B - Section 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to the insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s)

(f) Other

(g) You must give us the following information:

- 1. Any off record leases, surveys, etc.
- 2. Statement(s) of identity, all parties.
- 3. Other

NOTE: A cancellation fee will apply if policy does not go to final within six months.

SCHEDULE B - Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in sets authorizing the issuance there: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. General taxes and assessments for the year 2005 are paid. General taxes and assessments for the year 2006 are an accruing lien.
8. 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.
9. Any adverse claim based on the assertion that the location of the Carmen Creek has moved.
10. 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 14, 1998, under Instrument No. 237277, 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).
11. Easement granted to Idaho Power, recorded July 31, 1941, in Book C at Page 399, records of Lemhi County, Idaho.
12. Easement Agreement for the purposes of construction, operation, maintenance, alteration, renewal and removal of a self-cleaning fish screen and fish bypass granted to the State of Idaho for the use and benefit of the Department of Fish and Game, recorded June 19, 1959 in Book E of Agreements at Page 212, records of Lemhi County, Idaho.
13. Easement Agreement for the purposes of construction, operation, maintenance, alteration, renewal and removal of a self-cleaning fish screen and fish bypass granted to the State of Idaho for the use

and benefit of the Department of Fish and Game, recorded June 19, 1959 in Book E of Agreements at Page 213, records of Lemhi County, Idaho.

14. Easement granted to Idaho Power, recorded June 21, 1961, in Book E at Page 461, records of Lemhi County, Idaho.
15. Deed of Trust to secure an indebtedness of \$53,600.00, dated January 27, 2005, and any other obligations secured thereby.
Recorded: January 28, 2005 Instrument No. 261637
Grantor: Jay J. Smith, same person as Jay Smith, a single person
Trustee: Lemhi Title & Abstract Co., Inc.
Beneficiary: Northwest Farm Credit Services, PCA, a Corporation Organized under the Farm Credit Act of 1971, as amended
16. Deed of Trust to secure an indebtedness of \$44,600.00, dated November 3, 2005, and any other obligations secured thereby.
Recorded: November 4, 2005 Instrument No. 265054
Grantor: Jay J. Smith, same person as Jay Smith, a married person dealing in his sole and separate property, Cheyenne A. Smith, a married person dealing in her sole and separate property
Trustee: Lemhi Title & Abstract Co., Inc.
Beneficiary: Northwest Farm Credit Services, PCA, a Corporation Organized under the Farm Credit Act of 1971, as amended

The following numbered exceptions _____ will be eliminated in an ALTA Extended Coverage Policy.

6/29/06

TAX MASTER INQUIRY - LEMHI COUNTY

PMPKEY: RP 23N22E357205 A YEAR 2005

BILL# 9394

EXPKEY: RP23N22E357205A

BILLED TO: SMITH, JAY

NAME SMITH, JAY

CODE AREA 21-0000

ACCT TYP

BANK

FLB

OWNER

PUP

ADDRESS PO BOX 271

MARKET VALUE

18,376

HARDSHIP

HOMEOWNER

CARMEN

ID 83462

NET MARKET

18,376

TAX AMOUNT

149.48

LEGAL TAX 3975

LESS: CIRCUIT

35 23 22

PLUS: SPECIALS

AC BASED ON SURVEY #237277

NET TAX BILLED

149.48

TAX PAYMENTS

149.48

TAX CANCELLED

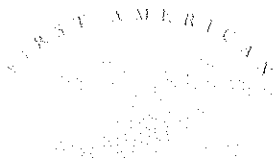
SPEC CANCELLED

REMAINING TAX DUE

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2005

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

F17=RELATED PARCELS



The First American Corporation

Lemhi Title & Abstract Company, Inc.

PO Box J

Salmon, ID 83467

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriter, the First American Corporation, WE have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines; and we have adopted these guidelines that govern our use of personal information regardless of its source. These guidelines are called *Fair Information Values*, a copy of which can be found on First American's web site at www.firstam.com

Types of Information

Depending upon which of our services you are utilizing the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, are affiliated companies, or other; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we are affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. WE restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the *Privacy Policy* and the *Fair Information Values*. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.