

RECEIVED

APR 24 2017

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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?
36-17113	Yes	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Dave Aikens
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Brent Van Every
New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- 75 W 300 N Rupert ID 83350
Mailing address City State ZIP
- 208 219 0525 sawtoothhr@safelink.net
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: _____
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):
- ☐ \$25 per undivided water right.
 - ☐ \$100 per split water right.
 - ☐ 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: [Signature] Title, if applicable _____ Date April 17 2017
Signature of new owner/claimant

Signature: _____ Title, if applicable _____ Date _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Processed by _____ Date _____



WESTCOR
Land Title Insurance Company

POLICY NO.
LP-13-ID1010.01-4063255

**ALTA (6-17-06) LOAN POLICY
ISSUED BY**

WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By:

ID1010.01 * 15247687

TitleOne

710 G Street, PO Box 111

Rupert, ID 83350

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell
President

Attest:

Patricia W. Power
Secretary

File Number: 15247687
Policy Number: LP-13-4063255

ALTA Loan Policy (6/17/06)



Land Title and Escrow, Inc. dba TitleOne: Burley
Authorized Agent for:
Westcor Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: Westcor Land Title Insurance Company
2000 Colorado Blvd., Suite 1-3100
Denver, CO 80222

File Number: 15247687

Policy Number: LP-13-4063255

Loan Number: 700010663

Date of Policy: April 15, 2015 4:23PM

Amount of Insurance: \$172,800.00

Premium: \$323.00

Endorsement Premium: \$50.00

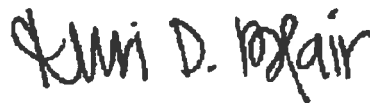
Property Address Reference: 75 West 300 North,
Rupert, ID 83350

1. **Name of Insured:**
First Federal Savings Bank of Twin Falls, its successors and/or assigns as their respective interests may appear
2. **The estate or interest in the land that is encumbered by the Insured Mortgage is:**
Fee Simple
3. **Title is vested in:**
Brent A. Van Every and Emma A. Van Every, husband and wife, as community property with right of survivorship
4. **The insured Deed of Trust/Mortgage and its assignments, if any, are described as follows:**
A Deed of Trust with Reconveyance of Deed of Trust Rider attached to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$172,800.00
Trustor/Grantor: Brent A Van Every and Emma A Van Every, husband and wife
Trustee: TitleFact, Inc
Beneficiary: First Federal Savings Bank of Twin Falls
Dated: April 15, 2015
Recorded: April 15, 2015
Instrument No.: 531178
5. **The Land referred to in this policy is described as follows:**
See Attached Schedule C

File Number: 15247687
Policy Number: LP-13-4063255

ALTA Loan Policy (6/17/06)

Land Title and Escrow, Inc. dba TitleOne: Burley
By:

A handwritten signature in black ink, appearing to read "K.D. Blair". The signature is written in a cursive, somewhat stylized font.

KD Blair, Authorized Signatory

File Number: 15247687
Policy Number: LP-13-4063255

ALTA Loan Policy (6/17/06)

SCHEDULE B (Part I)
Exceptions from Coverage

File Number: 15247687
Policy Number: LP-13-4063255

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

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
2. Taxes, including any assessments collected therewith, for the year 2014 for which the first installment is paid and the second installment is due and payable on or before June 20, 2015, with homeowners exemption.
3. Taxes, including any assessments collected therewith, for the year 2015 and subsequent years which are a lien not yet due and payable.
4. Liens, levies and assessment of any and all irrigation districts, including but not limited to the Minidoka Irrigation District and the rights, powers, and easements of said district as provided by law. Paid Current.
5. An Easement, as contained in Warranty Deed, dated April 25, 1979, executed by Max Wade Garner and Marlane Mitchell Garner, husband and wife, to Ronald Phil Hawkes and Kay Merrell Hawkes, husband and wife, recorded April 26, 1979 as Document No. 292380, Minidoka County records, which recites: "SUBJECT to a 25.00 foot county road right of way along the North boundary of said tract." (Parcel No. 4)
6. An Easement, as contained in Warranty Deed, dated June 19, 1979, executed by Ronald Phil Hawkes and Kay Merrell Hawkes, husband and wife, to David Lee Aikens and Marva Webb Aikens, husband and wife, recorded June 20, 1979 as Document No. 294157, Minidoka County records, which recites: "Subject to a county road easement along the North boundary." (Parcel No. 2)
7. A Power Line Easement, dated June 19, 1979, executed by David L. Aikens and Marva W. Aikens, to Rural Electric Company, recorded June 25, 1979 as Document No. 294335, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over, on and across the following location in Minidoka County, Idaho: Part of the NW¼ of Section 8, Township 9 South, Range 24 East Boise Meridian "property described by David Aikens Survey, Dated 6-5-1979"; together with all rights of ingress and egress. (Parcel Nos. 1 and 2)
8. The effect of a Power Line Easement, dated June 12, 1980, executed by Phil Hawkes and Kay M. Hawkes, to Rural Electric Company, recorded June 17, 1980 as Instrument No. 304460, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over, on and across the following location in Minidoka County, Idaho: A part of the NW¼ of Section 8, Township 9 South, Range 24 East Boise Meridian; together with all rights of ingress and egress. (Parcel No. 2)
9. An Easement, as contained in Warranty Deed, dated August 18, 1992, executed by George A. Gallegos and Linda K. Gallegos, to David L. Aikens and Marva W. Aikens, husband and wife, recorded January 5, 1993 as Instrument No. 405130, Minidoka County records, which recites: "SUBJECT TO a 25.00 foot county road right of way along the North boundary." (Parcel No. 4)
10. An inspection discloses overhead powerlines running along the North boundary of Parcel No. 3 of said land.

File Number: 15247687
Policy Number: LP-13-4063255

ALTA Loan Policy (6/17/06)

SCHEDULE B (Part II)
Subordinate Matters

In addition to the matters set forth in Part I of this Schedule, the Title to the Estate or Interest in the Land described or referred to in Schedule A, is subject to the following matters, if any are shown, but the Company insures that these matters are subordinate to the Lien or Charge of the Insured Mortgage upon the Estate or Interest.

N/A

File Number: 15247687
Policy Number: LP-13-4063255

ALTA Loan Policy (6/17/06)

SCHEDULE C
Legal Description

PARCEL NO. 1:
TOWNSHIP 9 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 8: That part of the NW¼, more particularly described as follows:

The True Point of Beginning is located South 89°43'36" East 1333.05 feet and South 0°32'19" West 485.50 feet from the Northwest corner of Section 8:

Thence continuing South 0°32'19" West 345.40 feet to a ½ inch iron pin;
Thence North 89°43'36" West 377.65 feet to a ½ inch iron pin;
Thence North 0°32'02" East (North, rec.) for 343.65 feet to a ½ inch iron pin;
Thence South 89°59'32" East (East, rec.) for 377.69 feet (400.89 feet, rec.) to the Point of Beginning.

PARCEL NO. 2:
TOWNSHIP 9 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 8: That part of the NW¼, more particularly described as follows:

The True Point of Beginning is located South 89°43'36" East 1313.05 feet from the Northwest corner of Section 8:

Thence South 0°32'19" West 485.60 feet to a ½ inch iron pin;
Thence North 89°59'13" East (East, rec.) for 20.00 feet to a ½ inch iron pin;
Thence North 0°32'19" East 485.50 feet to a nail in the pavement;
Thence North 89°43'36" West 20.00 feet to the Point of Beginning.

PARCEL NO. 3:
TOWNSHIP 9 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 8: That part of the NW¼, more particularly described as follows:

The Point of Beginning, marked by a set ½ inch diameter iron pin, is located South 89°58'14" East 1308.20 feet from the Northwest corner of Section 8, said corner marked with an existing 2½ inch diameter brass survey marker. The Point of Beginning is referenced by a set iron pin which bears South 0°12'12" East 510.31 feet; Thence South 89°47'38" West 360.46 feet to an existing ½ inch diameter iron pin; Thence South 0°23'42" East 343.39 feet to an existing iron pin; this is the Point of Beginning;
Thence from this Point of Beginning North 89°53'58" West 198.04 feet to set ½ inch diameter iron pin;
Thence South 1°01'02" East 124.08 feet to a set ½ inch diameter iron pin;
Thence South 87°45'08" East 576.11 feet to a set ½ inch diameter iron pin which lies on the 1/16 section line of said Section 8;
Thence North 0°12'12" West 145.65 feet;
Thence North 89°54'01" West (West, rec.) for 379.31 feet (380.46 feet, rec.) to the Point of Beginning.

File Number: 15247687
Policy Number: LP-13-4063255

ALTA Loan Policy (6/17/06)

PARCEL NO. 4:
TOWNSHIP 9 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

Section 8: That part of the NW¼, described more particularly as follows:

Beginning at the Northwest corner of said NW¼; Thence South 89°43'36" East along the North section line of said Section 8 for 906.10 feet to a point, which point shall be known as the Point of Beginning;
Thence South 89°43'36" East along said North section line for 426.95 feet;
Thence South 0°32'19" West along the East boundary line of the NW¼NW¼ of said Section 8 for 485.50 feet;
Thence North 89°59'47" West (West, rec.) for 426.92 feet (422.38 feet, rec.);
Thence North 00°32'00" East (North, rec.) for 487.51 feet to the Point of Beginning.

SAVE AND EXCEPT the following described parcel:

Beginning at the Northwest corner of said Section 8; Thence South 89°43'36" East along the North section line of said Section 8 for 1313.05 feet to a point, which point shall be known as the Point of Beginning;
Thence South 0°32'19" West 485.60 feet to a ½ inch iron pin;
Thence North 89°59'13" East (East, rec.) for 20.00 feet to a ½ inch iron pin;
Thence North 0°32'19" East 485.50 feet to a nail in the pavement;
Thence North 89°43'36" West 20.00 feet to the Point of Beginning.

ENDORSEMENT
ATTACHED TO POLICY NUMBER LP-13-4063255
ISSUED BY
Westcor Land Title Insurance Company

File Number: 15247687

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

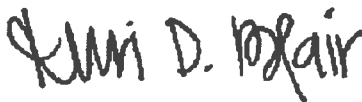
- (a) any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided by any state statute in effect at Date of Policy, except environmental protection liens provided by the following state statutes: None

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Date: April 15, 2015

Land Title and Escrow, Inc. dba TitleOne: Burley
By:



KD Blair, Title Officer

ENDORSEMENT
ATTACHED TO POLICY NUMBER LP-13-4063255
ISSUED BY
Westcor Land Title Insurance Company

File Number: 15247687

The Company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following:
 - a. Covenants, conditions, or restrictions under which the lien of the Insured Mortgage can be divested, subordinated, or extinguished, or its validity, priority, or enforceability impaired.
 - b. Unless expressly excepted in Schedule B
 - i. Present violations on the Land of any enforceable covenants, conditions, or restrictions, or existing improvements on the land described in Schedule A that violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - ii. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant.
 - iii. Any encroachment of existing improvements located on the Land onto adjoining land, or any encroachment onto the Land of existing improvements located on adjoining land.
 - iv. Any encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.
 - v. Any notices of violation of covenants, conditions, or restrictions relating to environmental protection recorded or filed in the Public Records.
2. Any future violation on the Land of any existing covenants, conditions, or restrictions occurring prior to the acquisition of title to the estate or interest in the Land by the Insured, provided the violation results in:
 - a. the invalidity, loss of priority, or unenforceability of the lien of the Insured Mortgage; or
 - b. the loss of Title if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.
3. Damage to existing improvements, including lawns, shrubbery, or trees
 - a. that are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
 - b. resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the Land because of any violation of covenants, conditions, or restrictions, or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions, or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions, or limitations contained in an instrument creating a lease.

As used in paragraphs 1.b(i) and 5, the words "covenants, conditions, or restrictions" do not include any covenants, conditions, or restrictions (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii)

ALTA Form 9-06 (Restrictions, Encroachments, Minerals)

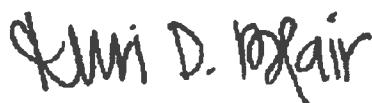
modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Date: April 15, 2015

Land Title and Escrow, Inc. dba TitleOne: Burley

By:

A handwritten signature in black ink that reads "Kumi D. Blair". The signature is written in a cursive, flowing style.

KD Blair, Title Officer

ENDORSEMENT
ATTACHED TO POLICY NUMBER LP-13-4063255
ISSUED BY
Westcor Land Title Insurance Company

File Number: 15247687

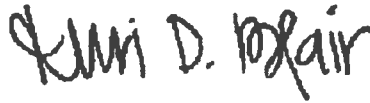
The Company insures against loss or damage sustained by the Insured by reason of the failure of a single family dwelling, known as 75 West 300 North, Rupert, ID 83350, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Date: April 15, 2015

Land Title and Escrow, Inc. dba TitleOne: Burley
By:

A handwritten signature in black ink, appearing to read "Kumi D. Blair". The signature is written in a cursive, flowing style.

KD Blair, Title Officer

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4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transac-

tion creating the lien of the Insured Mortgage, is

- (a) a fraudulent conveyance or fraudulent transfer, or
- (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (vi) the expenses of foreclosure and any other costs of enforcement;
 - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) the amounts to pay taxes and insurance; and
 - (ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions
 - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
 - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (D) successors to an Insured by its conversion to another kind of Entity;
 - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured, or
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
 - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
 - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means

CONDITIONS AND STIPULATIONS - CONTINUED

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
- (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
 - (i) the Amount of Insurance,
 - (ii) the Indebtedness,
 - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
 - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title

or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858
Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 23, 2017

Brent and Emma Van Every
75W 300 N
Rupert, ID 83350

Re: Change of Ownership/Split of Water Right 36-8201 split into 36-8201 and 36-17113

Dear Water Right Holders:

The Department acknowledges receipt of correspondence splitting ownership of the above referenced water rights. The Department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kent Aasa', is written over the word 'Sincerely,'.

Kent Aasa
Water Resource Agent

Enclosure