

RECEIVED

OCT 11 2011

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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WATER RESOURCES
WESTERN REGION

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 2-7117	Yes ☒		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Fred Harmon and Shirley Harmon
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Roger S. Eubanks
Name of each new owner as listed on the conveyance document

Laura K. Eubanks
New owner continued Name connector ☐ and ☐ or ☐ and/or

3686 River Rd
Mailing address

Homedale ID 83628
City State ZIP

208-337-4212 webguns@frontiernet.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: 1-10-91

6. 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.

7. Signature: [Signature] na 10-6-11
Signature of new owner/claimant Title, if applicable Date

Signature: Laura Eubanks na 10-6-11
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 10-11-11 Receipt No. W039674 Receipt Amt. 50.⁰⁰
Approved by [Signature] Processed by [Signature] Date 11-30-11

50.00
SUPPORT DATAIN FILE # 2-7117

WARRANTY DEED

FRED J. HARMON and SHIRLEY M. HARMON, husband and wife, GRANTOR(S) of Homedale, Owyhee County, Idaho, hereby CONVEY(S), GRANT(S) and WARRANT(S) to ROGER S. EUBANKS and LAURA K. EUBANKS, husband and wife, GRANTEE(S), whose current address is Rt 1, Box 1283, Homedale, Id 83628, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the following described tract(s) of land in Owyhee County, Idaho:

PARCEL 3:

A tract of land situated in Government Lot 5 Section 32, Township 4 North, Range 5 West, B.M., Owyhee County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 5 (CS 1/16 cor.) thence North 0°19'15" West, 454.92 feet along the West boundary of said Government Lot 5 to the POINT OF BEGINNING; thence continuing North 0°19'15" West, 298.90 feet along said boundary; thence North 89°26'32" East 545.00 feet; thence South 27°03'28" East 136.00 feet; thence North 62°56'32" East 107.00 feet; thence South 40°17'57" East, 292.52 feet; thence South 89°26'32" West, 889.69 feet, parallel with the South boundary of said Government Lot 5 to the POINT OF BEGINNING.

SUBJECT TO a 25.00 feet Road Easement for River Road along the West boundary thereof.

PARCEL II:

A tract of land situated in Government Lot 5, Section 32, Township 4 North, Range 5 West, B.M., Owyhee County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 5 (CS 1/16 cor.) thence North 0°19'15" West, 232.23 feet along the West boundary of said Government Lot 5 to the POINT OF BEGINNING; thence continuing North 0°19'15" West, 222.69 feet along said boundary; thence North 89°26'32" East 889.69 feet; thence South 40°17'57" East 131.48 feet; thence South 35°11'25" East 147.76 feet; thence South 89°26'32" West, 1058.65 feet, parallel with the South boundary of said Government Lot 5, to the POINT OF BEGINNING.

SUBJECT TO a 25.00 feet Road Easement for River Road along the West boundary thereof.

Together with all water rights Grantor(s) own with respect to either parcel as the same may be determined in the Snake River Water Rights Adjudication, Civil Case No. 39576 in the Fifth Judicial District Court of the State of Idaho, in and for Twin Falls County.

To have and to hold the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee of said premises; that said premises are free from all encumbrances.

Location of above described property:
_____.

WITNESS the hand of said Grantor(s) this 10th day of ~~December~~, 1990.
January, 1991.

Fred J. Harmon
FRED J. HARMON

Shirley M. Harmon
SHIRLEY M. HARMON

STATE OF IDAHO)
County of Owyhee) ss.
Canyon)

On this 10th day of January, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared FRED J. HARMON and SHIRLEY M. HARMON, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

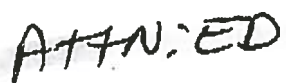
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Nicholas K. Ishli
NOTARY PUBLIC FOR IDAHO
Residence: Wwyhwy, Id
My Commission Expires: 11/31/94

REQUEST OF
BY Barbara J. Harmon
DEPUTY
FEE 9.00
JAN 11 1 16 PM '91
FILED-RECORDED
204252
204252

2nd Title



Owner's Policy

American Land Title Association
Form B- 1970 (Amended 10-17-70)

Policy Number **AZ** 978213



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF,

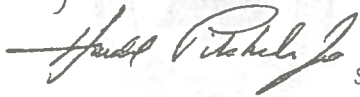
TITLE INSURANCE COMPANY OF MINNESOTA, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

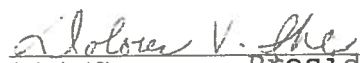
1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

IN WITNESS WHEREOF, the said Title Insurance Company of Minnesota has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

IHLI TITLE & ESCROW COMPANY, INC.

TITLE INSURANCE COMPANY OF MINNESOTA
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401

By  President
Attest  Secretary


Authorized Signatory President

Schedule A

File Number 0703 Policy Number AZ 978213 Amount \$ 100,000.00
1. Policy Date January 11, 1991 at 5:00 P. M.



2. Name of Insured:

ROGER S. EUBANKS and LAURA K. EUBANKS

3. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

4. Title to the estate or interest covered by this policy at the date hereof is vested in:

ROGER S. EUBANKS and LAURA K. EUBANKS, husband and wife

5. The land referred to in this policy is situated in the County of Owyhee
State of Idaho and is described as follows:

EXHIBIT "A" attached hereto:

Order No. 0703
Policy No. AZ 978213

EXHIBIT "A" Land Description:

PARCEL NO. 2:

A tract of land situated in Government Lot 5, Section 32, Township 4 North, Range 5 West, B. M., Owyhee County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 5 (CS 1/16 cor.) thence North 0°19'15" West, 232.23 feet along the West boundary of said Government Lot 5 to the POINT OF BEGINNING; thence continuing North 0°19'15" West, 222.69 feet along said boundary; thence North 89°26'32" East 889.69 feet; thence South 40°17'57" East 131.48 feet; thence South 35°11'25" East 147.76 feet; thence South 89°26'32" West, 1058.65 feet, parallel with the South boundary of said Government Lot 5, to the POINT OF BEGINNING. SUBJECT TO a 25.00 feet Road Easement for River Road along the West boundary thereof.

PARCEL NO. 3:

A tract of land situated in Government Lot 5 Section 32, Township 4 North, Range 5 West, B. M., Owyhee County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 5 (CS 1/16 cor.) thence North 0°19'15" West, 454.92 feet along the West boundary of said Government Lot 5 to the POINT OF BEGINNING; thence continuing North 0°19'15" West, 298.90 feet along said boundary; thence North 89°26'32" East 545.00 feet; thence South 27°03'28" East 136.00 feet; thence North 62°56'32" East 107.00 feet; thence South 40°17'57" East, 292.52 feet; thence South 89°26'32" West, 889.69 feet, parallel with the South boundary of said Government Lot 5 to the POINT OF BEGINNING. SUBJECT TO a 25.00 feet Road Easement for River Road along the West boundary thereof.

SCHEDULE B

File Number 0703 Policy Number AZ 978213

1. General taxes for the year 1991 are a lien, but not yet payable.

2. These premises are within the boundaries of the Gem Irrigation District and are subject to the levies and assessments thereof. No delinquencies appear of record.

3. Reservation contained in U. S. Patent, recorded August 15, 1911, in Book 6 of Patents, page 453, Owyhee County Records, as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and right of way for ditches, and reservoirs, used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

Reserving, however, to the United States, all coal in the land so granted, and to it, or persons authorized by it, the right to prospect for, mine and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of March 3, 1909 - 35 Stat., 844. And also expressly excepting from this grant, all lands mineral in character, now known or hereinafter discovered to by such.

4. Power Line Easements over and across said premises, for the erection and continued operation, maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission, distribution and telephone lines and circuits, as granted to Idaho Power Company, a corporation, by deed recorded June 2, 1944 in Book 34 of Deeds, page 24, and recorded July 28, 1987 as Instrument No. 192659 Owyhee County Records.

Continued on Page 4a:

Page 4a
Order No. 0703
Policy No. AZ 978213

5. A Deed of Trust to secure an indebtedness of \$61,044.66 and any other amounts as therein provided,
Recorded: January 11, 1991, as Instrument No. 204253,
Owyhee County Records.
Dated: December 19, 1991
Grantor: Roger S. Eubanks and Laura K. Eubanks,
husband and wife
Trustee: Ihli Title & Escrow Company
Beneficiary: Fred J. Harmon and Shirley M. Harmon,
husband and wife.

6. Riparian rights are neither guaranteed or insured.

(End of Schedule B)

7. Limitation of Liability

No claim shall arise or be maintainable under this policy if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata bases as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy.

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office, Minneapolis, Minnesota 55401.

Note: This policy valid only if Schedules A and B are attached.