

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

RECEIVED

MAR 14 2006

WATER RESOURCES
WESTERN REGION

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
65-11015 PD					

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)

Hubert Hillman

Dont know Address

4. New Owner/Claimant(s)

David or Kathy Charlton

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

New Mailing Address

P.O. Box 1790

City, State and ZIP Code

McCall, Id 83638

New Telephone Number

(208) 634-7345

5. Date you acquired the property

3-1-06

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

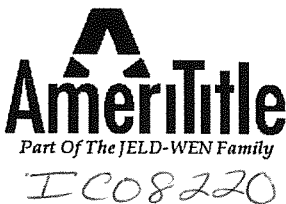
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) *Dan Chad*
(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 <u><i>lg</i></u>	Date <u>3-14-06</u>	Fee <u>25-</u>
Received by <u><i>lg</i></u>	Date <u>3-14-06</u>	Receipt No. <u>W033943</u>
Processed by <u><i>o</i></u> AJ	Date <u>4-7-11</u>	WR <u><i>SR</i></u> Date _____



Instrument # 306433
VALLEY COUNTY, CASCADE, IDAHO
2006-03-01 01:21:28 No. of Pages: 1
Recorded for : AMERITITLE
LELAND G. HEINRICH
Ex-Officio Recorder Deputy *J. Hout* Fee: 3.00
Index to: DEEDS

RECEIVED

APR 04 2011

Department of Water Resource

WARRANTY DEED

For Value Received, **Hubert Hillman**, the Grantors,
do hereby grant, bargain, sell and convey unto
David E. Charlton and Kathy A. Charlton, husband and wife
whose address is **PO Box 1790, McCall, ID 83638**,
the Grantee, the following described premises, to-wit:

tract of land in W 1/2 NE 1/4 of Section 28, T. 18 N., R. 3 E., B. M.,
Valley County, Idaho more particularly described as follows:
Commencing at the NE corner of SW 1/4 NE 1/4 of said S. 28, Thence along
the line between the NW 1/4 NE 1/4 and the SW 1/4 NE 1/4 of said S. 28, 23
feet, more or less to the intersection with the West right-of-way boundary
of State Highway 55, to the Real Point of Beginning:
Thence S. 0 degrees 31 minutes West 135 feet to a point; thence north 89
degrees 29 minutes West 222 feet to a point; Thence North 0 degrees 31
minutes East 225 feet to a point; Thence South 89 degrees 29 minutes East
222 feet to a point; Thence South 0 degrees 31 minutes West 90 feet to the
Real Point of Beginning.

TO HAVE AND TO HOLD the 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
simple of said premises that said premises are free from all encumbrances except the 2006 taxes and assessments
and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 2.23.06

Hubert Hillman

BY: *Donald L. Woodward POA*

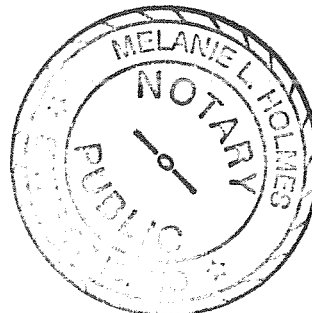
Donald L. Woodward, Attorney in Fact

State of Idaho)
SS

County of Valley)

On this 23 day of February, 2006, before me Melanie L. Helms, a notary public in and for
said state, personally appeared Donald L. Woodward, as attorney in fact for Hubert Hillman and that they executed
the foregoing instrument by authority of and in behalf of said principal; and they acknowledged said instruments to
be the act and deed of said principal.

Melanie L. Helms
Notary Public
Residing at: McCall, ID
Commission Expires: 2.25.08



COMMITMENT FOR TITLE INSURANCE
ISSUED BY



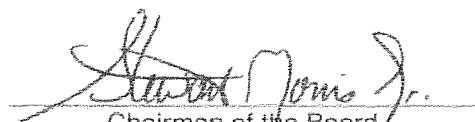
STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest 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.

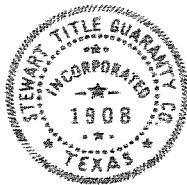
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board
Countersigned by:


Authorized Signatory
AmeriTitle, Inc.

Company
Cascade, Idaho 83611
City, State


title guaranty company




President

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

SCHEDULE A

1. Effective Dated as of **January 31, 2006 at 9:00 A.M.**

2. Policy or Policies to be issued:

OWNER'S STANDARD COVERAGE

Liability

\$175,000.00

Proposed Insured:

David Charlton

Kathy Charlton

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 above estate or interest in said land is at the effective date hereof vested in:

Hubert Hillman

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

A tract of land in W ½ NE ¼ of Section 28, T. 18 N., R. 3 E., B. M., Valley County, Idaho more particularly described as follows:

Commencing at the NE corner of SW ¼ NE ¼ of said S. 28, Thence along the line between the NW ¼ NE ¼ and the SW ¼ NE ¼ of said S. 28, 23 feet, more or less to the intersection with the West right-of-way boundary of State Highway 55, to the Real Point of Beginning;

Thence S. 0 degrees 31 minutes West 135 feet to a point; thence north 89 degrees 29 minutes West 222 feet to a point; Thence North 0 degrees 31 minutes East 225 feet to a point; Thence South 89 degrees 29 minutes East 222 feet to a point; Thence South 0 degrees 31 minutes West 90 feet to the Real Point of Beginning.

**FEE SIMPLE in and to the surface rights, excepting therefrom any and all interest in and to oil, gas, and/or mineral-like substances, together with all rights incidental thereto, that may have been heretofore conveyed or reserved for which there has been no search of the public records and for which no insurance is provided hereunder.

AmeriTitle, Inc.

Cascade, Idaho 83611

dt

WR 65-11015

**SCHEDULE B
PART I**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.
6. Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
7. 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.
8. Reservations contained in Patent from the United States of America or State where the land described in Schedule A is located.
9. Restrictive Covenants affecting the property described in Schedule A.
10. Taxes for the year 2006, an accruing lien not yet due and payable.

PART II

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

11. Taxes for 2006 and subsequent years are an accruing lien not yet due and payable.
Taxes for 2005 are as follows on parcel no. RP 18N 03E 281 190 A: mobile Home on this.
Tax amount: \$ 341.20 + (Specials) \$ 105.00 = \$ 446.20 (Net Tax Billed.):
First half paid second half due on or before June 20, 2006.

NOTE: This is for information purposes only and the Company assumes no liability for amounts quoted. It has recently become the practice of the Valley County Assessor and Treasurer to issue subsequent tax statements, the amount shown thereon being unavailable or unknown at this time, and the Company assumes no liability thereof.

12. Assessments or liens by Valley County for garbage collection as provided for by law.
13. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Order No. 0008220

14. POWER LINE EASEMENT as filed for record in the office of the Recorder of Valley County, Idaho on October 17, 1977 as Instrument No. 93584.

15. DURABLE POWER OF ATTORNEY as filed for record in the office of the Recorder of Valley County, Idaho on April 29, 2004 as Instrument No. 282393.

16. GENERAL POWER OF ATTORNEY OF HUBERT HILLMAN as filed for record in the office of the Recorder of Valley County, Idaho on May 12, 2004 as Instrument No. 282889.

END

Purported Address: **14125 Hwy 55, McCall, Idaho 83638**

NOTE: The public record has been searched under the proposed insured and the only items found show in Schedule B.

SCHEDULE B - Section 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Recordation of Power of Attorney between Juanita M. Woodward and Hubert Craig Woodward.
2. Conveyance from the spouse of Juanita Marie Woodward to Hubert Hillman.
3. Warranty Deed from Hubert Hillman and any spouse there may be, as Grantor, to David Charlton and Kathy Charlton, as Grantee.
4. The transfer of the mobile home title. NOTE: When mobile home taxes are assessed on a separate roll, the County requires that these taxes be paid in advance.

NOTE: Copies of exceptions are available upon request.

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT 1

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title

Insurance Company
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

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

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

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

0005

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

38.481 ac

Amertitle

19.20

TAX CODE 40

1190

Tx. #8
1.147 ac
225.00
222.00

NE16

1215

4.

22.800 ac

Survey 1-54

4.70

1656

588°16'36"E
330.07
Tax No. 10
1.000 ac
329.99

00721

4.6

Tax No. 11

1545

9.750 ac

pt. T

4.6

4.875 ac

1641

C4

00500

STATE HIGHWAY 55