

STATE 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-12232	☒ Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Darren Taysom
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

E Dwayne Humphries
Name of each new owner as listed on the conveyance document

8701 W. POCAZELLO CREEK ROAD
New owner continued Name connector ☐ and ☐ or ☐ and/or

Mailing address

Pocazello

City

801-558-0329

Telephone

ID

State

83201

ZIP

danddhumphries@mon.com
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:

11/12/2010

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:

E Dwayne Humphries
Signature of new owner/claimant

Title, if applicable

01/11/2011
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

JB

Date

1/11/2011

Receipt No.

E036352

Receipt Amt.

\$25.-

Approved by

Processed by

Date

OWNERS
SCHEDULE A

Office file Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
15081	O-9301-001661374	November 12, 2010 3:48 PM	\$144,000.00	\$737.00

1. Name Of Insured:

E. Dwayne Humphries

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

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

E. Dwayne Humphries, a married man dealing with his sole and separate property

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

See attached Schedule B, Special Exceptions.

and the mortgages or trust deeds, if any shown in Schedule B hereof.

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

A tract of land in the Southeast corner of the Northwest quarter of Section 20, Township 6 South, Range 35 E.B.M., Bannock Count Idaho.

Beginning at the Northwest 1/16 corner; thence East along the North 1/16 line 365.8 feet to the point of beginning; thence continuing East along said line 115.2 feet; thence in a Southerly direction 1320 feet to a point; thence in a Westerly direction 115.2 feet to a point that is 1320 feet South from the point of beginning; thence in a Northerly direction 1320 feet to the point of beginning.

This Policy valid only if Schedule B is attached.

SCHEDULE B**Policy Number: Q-9301-001661374****Exceptions From Coverage**

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

Part I**General Exceptions:**

- 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
- 2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3) Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
- 4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water.
- 6) Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7) Any adverse claim based upon the assertion that
 - a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof;
 - b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake;
 - c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

**SCHEDULE B
PART I (CONTINUED)**

Policy Number: O-9301-001661374

1. General taxes for the year 2009 in the amount of \$1,068.08, are paid in full. Parcel No. R3851019700, Homeowners active for the current year.
2. General easements and restrictions of record.
3. Reservations in United States patent.
4. Right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads or highways.
5. Provisions contained in Warranty Deed, recorded March 21, 1963, as instrument number 390054.
6. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby
 - Grantor: E. Dwayne Humphries, a married man dealing with his sole and separate property
 - Trustee: Pioneer Title Company
 - Beneficiary: Wells Fargo Bank, NA
 - Amount: \$136,800.00
 - Dated: November 10, 2010
 - Recorded: November 12, 2010
 - Instrument No.: 21019202

LENDERS

SCHEDULE A

Office file Number	Policy Number	Date of Policy	Amount of insurance	Premium Amount
15081	M-9302-002374631	November 12, 2010 3:48 PM	\$136,800.00	\$335.00

1. Name Of Insured:

Wells Fargo Bank, NA

2. The estate or interest in the land which is covered by this Policy is:

FEE SIMPLE

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

E. Dwayne Humphries, a married man dealing with his sole and separate property

4. The insured mortgage and assignments thereof, if any, are described as follows:

A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Grantor: E. Dwayne Humphries, a married man dealing with his sole and separate property
Trustee: Pioneer Title Company
Beneficiary: Wells Fargo Bank, NA
Amount: \$136,800.00
Dated: November 10, 2010
Recorded: November 12, 2010
Instrument No.: 21019202

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

A tract of land in the Southeast corner of the Northwest quarter of Section 20, Township 6 South, Range 35 E.B.M., Blaine County Idaho.

Beginning at the Northwest 1/16 corner; thence East along the North 1/16 line 366.8 feet to the point of beginning; thence continuing East along said line 115.2 feet; thence in a Southerly direction 1320 feet to a point; thence in a Westerly direction 115.2 feet to a point that is 1320 feet South from the point of beginning; thence in a Northerly direction 1320 feet to the point of beginning.

This Policy valid only if Schedule B is attached.

SCHEDULE B

Policy Number: M-9302-002374631

Exceptions From Coverage

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

Part I

1. General taxes for the year 2009 in the amount of \$1,068.08, are paid in full. Parcel No. R3851019700. Homeowners active for the current year.
2. General easements and restrictions of record.
3. Reservations in United States patent.
4. Right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads or highways.
5. Provisions contained in Warranty Deed, recorded March 21, 1963, as instrument number 390054.

SCHEDULE B**Policy Number: M-9302-002374631****Exceptions From Coverage**

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 be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

Part II**Special Exceptions:**

ENDORSEMENT 9-06

Attached to Policy No.: M-9302-002374631

Issued by

STEWART TITLE GUARANTY COMPANY HEREIN CALLED THE COMPANY

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 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 judgement 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) 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 is endorsement is subject to all of the terms and provisions the policy and of any prior endorsements..

STEWART TITLE GUARANTY COMPANY.

By: _____
Authorized Signature

ENDORSEMENT 22-06

Attached to Policy No.: M-9302-002374631

Issued by

**STEWART TITLE
GUARANTY COMPANY
HEREIN CALLED THE COMPANY**

**The Company insures against loss or damage sustained by the Insured by reason of the failure of a
Residential**

known as 8701 West Pocatello Creek Road, Pocatello, ID 83201, 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 is endorsement is subject to all of the terms and provisions the policy and of any prior endorsements..

STEWART TITLE GUARANTY COMPANY

**By _____
Authorized Signature**

ENDORSEMENT 8.1-06

Attached to Policy No.: M-9302-002374631

Issued by

**STEWART TITLE
GUARANTY COMPANY
HEREIN CALLED THE COMPANY**

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 for by any state statute in effect at Date of Policy, except environmental protection liens provided by the following state statutes: None

No Exception

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 is endorsement is subject to all of the terms and provisions the policy and of any prior endorsements..

STEWART TITLE GUARANTY COMPANY

By _____
Authorized Signature



IDWD
Order No. 15081 AT

OFFICIAL RECORD BK# 887 FEE \$15.00 DEPUTY DQ
BANNOCK COUNTY IDAHO RECORDED AT REQUEST OF

AMERITITLE - POCATELLO OFFICE

21019201 2010 NOV 12 PM 03:48:00
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received,

Darren Spencer Taysom, a married man dealing with his sole and separate property

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

E. Dwayne Humphries, a married man dealing with his sole and separate property

GRANTEE(s), whose address is: 8701 W Pocatello Creek Road, Pocatello, ID 83201

the following described real property, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

TO HAVE AND TO HOLD the premises with its 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 current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

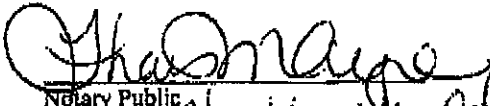
DATED this 12 day of November, 2010.


Darren Spencer Taysom

State of Idaho)

County of Bannock)

On this 12 day of November, 2010 before me Thais M Ayre, a notary public in and for said State, personally appeared Darren Spencer Taysom known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public

Residing at: Chubbuck, ID

Commission Expires:

6-13-13

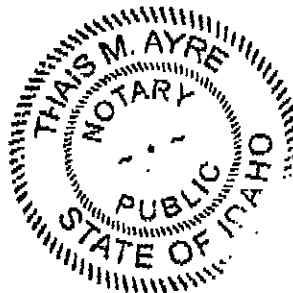


EXHIBIT "A"

A tract of land in the Southeast corner of the Northwest quarter of Section 20, Township 6 South, Range 35 E.B.M., Bannock Count Idaho.

Beginning at the Northwest 1/16 corner; thence East along the North 1/16 line 365.8 feet to the point of beginning; thence continuing East along said line 115.2 feet; thence in a Southerly direction 1320 feet to a point; thence in a Westerly direction 115.2 feet to a point that is 1320 feet South from the point of beginning; thence in a Northerly direction 1320 feet to the point of beginning.

Idaho Department of Water Resources

Legend

- Right POD
- Humpries Property
- Place of Use of 29-12232
- Township/Range
- Sections
- QQ
- Taxlots

Layout Created by:

Jonie Barg

Date:

January 11, 2011

