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JUL 27 2009

DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
43-12938	43-13650 43-13651				

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 on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. 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 or equivalent **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)

Brent & Pamela Biggs
 1175 South Hwy 81
 Declo, ID 83323

4. New Owner/Claimant(s)

Nathaniel and Desiree Carson
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

1174 South Hwy 81

City, State and ZIP Code

Declo, ID 83323

New Telephone Number

(801) 630-6563 Email: Desiree@nusa@yahoo.com

SUPPORT DATA

IN FILE # 43-12938

5. Date you acquired the property

May 20, 2009

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

[Signature]

(title if applicable)

Daniel O'Connell

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:
 Received by *[Signature]*
 Received by *[Signature]*
 Processed by AJ

 Date 7-23-09
 Date 8/12/09
 Date

 Receipt Amt. 525
 Receipt No. 5831032
 WR Date

COPY

Form No. 1056.06
ALTA Loan Policy (6-17-06)
1100301P050600



Policy No. 294894BU
Policy Page 1

LOAN POLICY OF TITLE INSURANCE

ISSUED BY

First American 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, FIRST AMERICAN 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.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;

(f) 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

(g) a defective judicial or administrative proceeding.

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.

11. The lack of priority of the lien of the Insured Mortgage upon the Title

(a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either

(i) contracted for or commenced on or before Date of Policy; or

(ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and

(b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.

12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.

13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title

(a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY

[Signature]

PRESIDENT

ATTEST

[Signature]

SECRETARY

Countersigned:

[Signature]



SCHEDULE A

DW 6/10/09

First American Title Insurance Company

**First American Title Company
1650 Overland Avenue Suite 15
Burley, ID 83318**

File No.: **294894BU**

Policy No.: **294894BU**

Loan No.:

Address Reference: **unavailable , ID**

✓ Amount of Insurance: **\$66,500.00**

Premium: **\$221.85**

Date of Policy: **May 21, 2009 at 10:15 A.M.**

1. Name of Insured:

✓ **Idaho AgCredit, FLCA, a wholly owned subsidiary of Idaho Agricultural Credit Association, its successors and assigns, as their interests may appear, as defined in the paragraph entitled "Definitions of Terms" contained in this Policy.**

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

✓ **Nathaniel S. Carson and Desiree Carson, husband and wife**

4. ✓ The Insured Mortgage, and its assignments, if any, are described as follows:

✓ **Real Estate Mortgage dated May 20, 2009 to secure an indebtedness of \$66,500.00**

✓ **Recorded: May 21, 2009 as Instrument No. 2009-002569**

✓ **Mortgagor: Nathaniel S. Carson, aka Nate Carson and Desiree Carson, husband and wife**

✓ **Mortgagee: Idaho AgCredit, FLCA, a wholly owned subsidiary of Idaho Agricultural Credit Association**

5. The Land referred to in this policy is described as follows:

✓ **TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO**

Section 24: N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$

EXCEPTING THEREFROM that portion deeded to the State of Idaho for highway purposes, ALSO EXCEPTING the following described tracts:

✓ **Tract No. 1:**

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 24: Part of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:
Beginning at the Southwest section corner of said Section 24, said corner marked by a U.S. General Land Office iron pipe with brass cap on top; Thence North 00°12'52" West along the West line of the SW $\frac{1}{4}$ for a distance of 729.71 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 00°12'52" West continuing along the West line of the SW $\frac{1}{4}$ for a distance of 585.67 feet to a ½ inch rebar;
Thence North 90°00'00" East for a distance of 382.28 feet to a ½ inch rebar;
Thence South 00°58'29" East for a distance of 104.39 feet to a ½ inch rebar;
Thence South 89°28'26" West for a distance of 198.35 feet to a ½ inch rebar;
Thence South 00°49'14" East for a distance of 478.71 feet to a ½ inch rebar;
Thence South 89°45'25" West for a distance of 190.38 feet to the Point of Beginning.

✓ **Tract No. 2:**

An easement for ingress and egress for the benefit of Tract No. 1, as created by Deed of Trust from Michael B. Telleria and Brenda F. Telleria, husband and wife to America's Wholesale Lender, dated April 7, 1999 and recorded April 26, 1999 as Instrument No. 262378, records of Cassia County, Idaho, over the following described property:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 24: Part of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:
Beginning at the Southwest section corner of said Section 24, said corner marked by a U. S. General Land Office iron pipe with brass cap on top; Thence North 00°12'52" West along the West line of the SW $\frac{1}{4}$ for a distance of 1315.38 feet to a ½ inch rebar; Thence North 90°00'00" East for a distance of 382.28 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 90°00'00" East for a distance of 680.87 feet to the West right of way of State Highway 81 said corner lying 200 feet West of the centerline of said State Highway 81 (See State Highway right of way plans, Project No. ST-2011 (502), sheet 4 of 23);
Thence South 00°20'31" East along the West right of way of State Highway 81 for a distance of 25.00 feet;
Thence North 90°00'00" West for a distance of 680.59 feet;
Thence North 00°58'29" West for a distance of 25.00 feet to the Point of Beginning.

✓ **Tract No. 3**

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 24: Part of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:
Beginning at the Southeast corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 24, said corner marked by a 5/8" rebar; thence South 89°42'27" West along the South line of said N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 147.58 feet to a point which shall be the Point of Beginning
THENCE South 89°42'27" West along the south line of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 147.25 feet to a ½" rebar;
THENCE North 00°13'50" West for a distance of 147.58 feet to a ½" rebar;
THENCE North 89°42'27" East for a distance of 147.58 feet to a ¼" rebar on the east line of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$;
THENCE South 00°13'50" East along said line for a distance of 147.58 feet to the

Point of Beginning.

✓ **Tract No. 4**

An easement for ingress and egress for the benefit of Tract No. 3, described as follows:

TOWNSHIP 12 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

**Section 24: Part of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, more particularly described as follows:
Beginning at the Southeast corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 24, said corner marked by a 5/8" rebar; Thence South 89°42'27" West along the south line of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ for a distance of 295.16 feet to a 1/2" rebar which shall be the Point of Beginning**

**THENCE South 89°42'27" West continuing along said line for a distance of 1029.75 feet to a 1/2" rebar on the east right of way of State Highway 81;
THENCE North 00°20'41" West along said right of way for a distance of 20.00 feet;
THENCE North 89°42'27" East for a distance of 1029.79 feet;
THENCE South 00°13'50" East for a distance of 20.00 feet to the Point of Beginning.**

6. This policy incorporates by reference those ALTA endorsements selected below:

- | | | |
|--------------------------|---------|---|
| ☐ | 4-06 | (Condominium) |
| ☐ | 4.1-06 | |
| ☐ | 5-06 | (Planned Unit Development) |
| ☐ | 5.1-06 | |
| ☐ | 6-06 | (Variable Rate) |
| ☐ | 6.2-06 | (Variable Rate--Negative Amortization) |
| ☐ | 8.1-06 | (Environmental Protection Lien) Paragraph b refers to the following state statute(s): |
| ☐ | 9-06 | (Restrictions, Encroachments, Minerals) |
| ☐ | 13.1-06 | (Leasehold Loan) |
| ☐ | 14-06 | (Future Advance-Priority) |
| ☐ | 14.1-06 | (Future Advance-Knowledge) |
| ☐ | 14.3-06 | (Future Advance-Reverse Mortgage) |
| ☐ | 22-06 | (Location) the type of improvement is a and the street address is as shown above. |

SCHEDULE B

File No. 294894BU

EXCEPTIONS FROM COVERAGE

PART I

[Except as provided in Schedule B- Part II,] 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. 2009 taxes are an accruing lien, not yet payable.
- ✓ 2. Reservations in United States Patent, recorded as Instrument No. 32883. (a copy of which is attached)
- ✓ 3. 14035 - Electric Service (Irrigation) Agreement upon the terms, conditions and provisions contained therein:
Parties: Raft River Rural Electric Cooperative, Inc., the Seller, and Lamar Anderson, as Consumer
Recorded: January 26, 1988, Instrument No. 193354 on Film No. 196
(E½SW¼ of Section 24)
- ✓ 4. Well Agreement upon the terms, conditions and provisions contained therein:
Parties: Lee Moyle and Marta Moyle, husband and wife, Party of the First Part, and Mountain West Farms, L.L.C., a Minnesota Limited Liability Company, Party of the Second Part
Recorded: October 9, 1996, Instrument No. 245528 on Film No. 281
(SW¼ Section 24)
- ✓ 5. 14035 - Electric Service Agreement upon the terms, conditions and provisions contained therein:
Parties: Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and Lee Moyle, Consumer
Recorded: May 27, 1997, Instrument No. 249169 on Film No. 287
(E½SW¼ of Section 24)
- ✓ 6. 14085 - Electric Service Agreement upon the terms, conditions and provisions contained therein:
Parties: Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and 4-T Ranch, Michael Telleria and Brenda Telleria, Consumer
Recorded: July 26, 1997, Instrument No. 250318 on Film No. 289
(N½S½SW¼ of Section 24)

Assumption of Agreement for Electric Service Consumer's Interest with Brent J. Biggs/Pamela K. Biggs, as Consumer, recorded April 25, 2005, as Instrument No. 301764.

- ✓ 7. 14086 - Electric Service Agreement upon the terms, conditions and provisions contained therein:
Parties: Raft River Rural Electric Cooperative, Inc., an Idaho rural electric Cooperative of Malta, Seller and 4-T Ranch, Michael Telleria and Brenda Telleria, Consumer
Recorded: July 26, 1997, Instrument No. 250319 on Film No. 289
(N½S½SW¼ of Section 24)

Assumption of Agreement for Electric Service Consumer's Interest with Brent J. Biggs/Pamela K. Biggs, as Consumer, recorded April 25, 2005, as Instrument No. 301763.

- ✓ 8. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded in said county, as Instrument No. 261259, 263347, 273344, and 315450.

SCHEDULE B

File No. 294894BU

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

NONE

Bear River Appraisals
SITE MAP

File No.
Case No.

Borrower Carson

Property Address 1175 South Highway 81

City Malta County Cassia State Idaho Zip Code 83323

Lender/Client Idaho AgCredit, FLCA/Nate Carson Address P.O. Box 300, American Falls, Idaho 83211

