

DE

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

RECEIVED
MAY 15 2009
 DEPT. OF WATER RESOURCES
 SOUTHERN 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 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)
<u>36-8231</u>					

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) Mervin R. Allen

4. New Owner/Claimant(s) Timothy R. Eames & Cari H. Eames
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address 717 N. 200 E. Rupert, ID 83350

City, State and ZIP Code _____

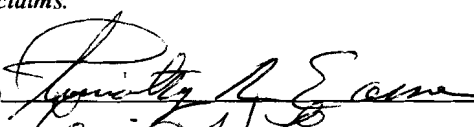
New Telephone Number (208) 532-4459 Email: eamesacres@gmail.com

5. Date you acquired the property May 5, 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)  (title if applicable)
 (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 C. Hae
 Received by C. Hae
 Processed by _____ AJ

Date 5/19/09
 Date 5/15/09
 Date _____

Receipt Amt. 25.00
 Receipt No. 8030892
 WR _____ Date _____

Farm Credit Services
1305 Albion Avenue
Burley, Idaho 83318
Stacey

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ORDER NUMBER: 22844

1. Effective Date: March 17, 2009 at 8:00 A. M.

2. Policy or Policies to be issued:

A.	ALTA Owners Policy [x] Standard	Amount \$262,000.00
	Form No. 1402.06 (6-17-06)	Premium \$1,091.00

Proposed Insured:

TIMOTHY R. EAMES and CARI H. EAMES

B.	ALTA Loan Policy [x] Standard	Amount \$247,000.00
	Form No. 1056.06 (6-17-06)	Premium \$75.00
	With Endorsement 6-06	Premium \$25.00

Proposed Insured:

NORTHWEST FARM CREDIT SERVICES, FLCA

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

PARCEL NO. 1: MERVIN R. ALLEN REVOCABLE TRUST

PARCEL NO. 2: EAMES ACRES, INC.

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

SEE SCHEDULE A, PAGES 2 AND 3

Countersigned: _____
Authorized Officer or Agent

This Commitment is valid only if Schedule B is attached.

Issued By:
Land Title and Escrow, Inc.
P.O. Box 111
Rupert, ID 83350
Phone: (208)-436-0606
Fax: (208)-436-1199

SCHEDULE A

PAGE 2

Order No: 22844

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTIONS 13 & 14: Farm Unit F, Tract F of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated July 22, 1954, on file in the office of the County Recorder, Minidoka County, Idaho), **SAVE AND EXCEPT** the following described tract:

Beginning at the Southeast section corner of Section 14, said corner marked by a $\frac{5}{8}$ inch rebar; thence North $00^{\circ}00'29''$ East along the East section line for a distance of 1708.73 feet; thence South $84^{\circ}15'45''$ West for a distance of 53.91 feet to a $\frac{1}{2}$ inch rebar which shall be the POINT OF BEGINNING;
Thence South $25^{\circ}07'34''$ West for a distance of 228.33 feet to a $\frac{1}{2}$ inch rebar;
Thence South $42^{\circ}14'26''$ West for a distance of 92.50 feet to a $\frac{1}{2}$ inch rebar;
Thence South $70^{\circ}59'27''$ West for a distance of 207.21 feet to a $\frac{1}{2}$ inch rebar;
Thence South $09^{\circ}27'25''$ East for a distance of 323.26 feet to a $\frac{1}{2}$ inch rebar;
Thence North $88^{\circ}47'02''$ West for a distance of 322.78 feet to a $\frac{1}{2}$ inch rebar;
Thence North $00^{\circ}00'00''$ East for a distance of 353.07 feet to a $\frac{1}{2}$ inch rebar;
Thence North $48^{\circ}45'30''$ East for a distance of 93.43 feet to a $\frac{1}{2}$ inch rebar;
Thence North $48^{\circ}45'30''$ East for a distance of 347.31 feet to a $\frac{1}{2}$ inch rebar;
Thence North $87^{\circ}50'01''$ East for a distance of 293.44 feet to the POINT OF BEGINNING.

(CONTINUED)

SCHEDULE A

PAGE 3

Order No: 22844

PARCEL NO. 2:

TOWNSHIP 8 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO

SECTIONS 11 & 12: Farm Unit F, Tract F of the North Side Pumping Division of the Minidoka Project, Idaho
(as shown by plat, dated March 21, 1957, on file in the office of the County Recorder,
Minidoka County, Idaho), **SAVE AND EXCEPT** the following described parcel:

Beginning at the Southeast corner of said Section 11; Thence South 89°17'00" West along the South section line of said Section 11 for 1952.49 feet to a point, which point shall be known as the TRUE POINT OF BEGINNING;
Thence North 3°59'51" East for 489.12 feet to a point on the East edge of a concrete irrigation ditch;
Thence North 0°13'46" West for 46.13 feet along said East edge of said concrete irrigation ditch;
Thence North 9°55'19" West for 38.34 feet along said East edge of said concrete irrigation ditch;
Thence North 17°00'28" West for 60.88 feet along said East edge of said concrete irrigation ditch;
Thence Northwesterly for 40.03 feet along a curve to the left whose radius is 85.70 feet with a chord bearing of North 30°23'23" West to a point on said East edge of said concrete irrigation ditch;
Thence Northwesterly for 31.21 feet along a curve to the right whose radius is 42.00 feet with a chord bearing of North 22°28'42" West along said East edge of said concrete irrigation ditch;
Thence North 1°11'17" West along said East edge of said concrete irrigation ditch for 821.14 feet;
Thence North 80°31'00" East for 14.10 feet to Corner No. 5 of said Farm Unit F, Tract F;
Thence North 16°20'54" West for 610.08 feet (recorded as North 16°21' West for 609.84 feet) to a point located in an irrigation pond, and which point is Corner No. 6 of said Farm Unit F, Tract F;
Thence North 80°18'45" West for 938.65 feet (recorded as North 80°20' West for 938.52 feet) to a point on the centerline of an A & B Irrigation District Lateral, and which point is Corner No. 7 of said Farm Unit F, Tract F;
Thence South 19°02'11" East for 296.89 feet (recorded as South 19°02' East for 297.00 feet) along said centerline of an A & B Irrigation District Lateral;
Thence South 43°34'43" East for 302.18 feet (recorded as South 43°34' East for 302.28 feet) along said centerline of the A & B Irrigation District Lateral;
Thence South 49°50'50" East for 159.67 feet (recorded as South 49°50' East for 159.72 feet) along said centerline of the A & B Irrigation District Lateral;
Thence South 0°06'45" East for 1082.65 feet (recorded as South 0°07' East for 1083.06 feet) along said centerline of the A & B Irrigation District lateral;
Thence South 17°34'09" East for 575.96 feet (recorded as South 17°34' East for 576.18 feet) along said centerline of the A & B Irrigation District lateral;
Thence South 0°59'46" East for 30.35 feet (recorded as South 1°00' East for 30.36 feet) along said centerline of the A & B Irrigation District lateral to a point on the South section line of said Section 11, and which point is Corner No. 8 of said Farm Unit F, Tract F;
Thence North 89°17'00" East along said South section line for 518.55 feet to the TRUE POINT OF BEGINNING.

SCHEDULE B - SECTION I

REQUIREMENTS

Order Number: 22844

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - 1. **Deed correcting legal description contained in Quitclaim Deed, Document No. 499611, Minidoka County records. (Parcel No. 1)**
 - 2. **Deed from Mervin R. Allen Revocable Trust to Timothy R. Eames and Cari H. Eames, husband and wife. (Parcel No. 1)**
 - 3. **Mortgage from Timothy R. Eames and Cari H. Eames, husband and wife, and Eames Acres, Inc., securing the loan. (Parcel Nos. 1 and 2)**
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) **A completed acceptable AFFIDAVIT OF TITLE AND INDEMNITY, executed by authorized signor for Mervin R. Allen Revocable Trust, must be furnished to Land Title and Escrow, Inc. prior to recording the above required documents. (Attached is an AFFIDAVIT OF TITLE AND INDEMNITY that should be used)**
- (f) **A completed acceptable AFFIDAVIT OF TITLE AND INDEMNITY, executed by authorized signor for Eames Acres, Inc., must be furnished to Land Title and Escrow, Inc. prior to recording the above required documents. (Attached is an AFFIDAVIT OF TITLE AND INDEMNITY that should be used)**
- (g) **Pay A & B Irrigation District assessments in full. (Parcel No. 1: \$10,982.00/Parcel No. 2: \$9,205.50)**
- (h) **Termination of Financing Statement covering irrigation equipment.**
Recorded: November 9, 2007, as Document No. 493851, Minidoka County records
Debtor: Eames Acres and Timothy Eames
Secured Party: Farm Credit Leasing Services Corporation
- (i) **Termination of Financing Statement covering irrigation equipment.**
Recorded: January 14, 2008, as Document No. 494807, Minidoka County records
Debtor: Eames Acres, Inc.
Secured Party: Diversified Financial Services, LLC
- (j) **We require a copy of the Articles of Incorporation, By-laws, regulations and any amendments evidencing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of Eames Acres, Inc.**

NOTE #1:

The County Treasurer advises us that taxes for 2008 are assessed in the total sum of:

\$730.40 - TR. #RP08S24E1300F2A - Without homeowners exemption - Paid in full (Parcel No. 1)

\$623.64 - TR. #RP08S24E1100F1A - Without homeowners exemption - First one-half paid; Second one-half owing (Parcel No. 2)

NOTE #2: In the event this commitment is cancelled prior to the issuance of the policy committed for herein, a fee will be charged in compliance with the State of Idaho Department of Insurance Regulations.

SCHEDULE B - SECTION II

EXCEPTIONS

Order Number: 22844

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

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.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. Any liens or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. 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 of record for value the estate or interest or mortgage thereon covered by this Commitment.
8. Notices of liens in favor of the State Tax Commission, the Department of Labor, and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code.
9. The second one-half of the 2008 taxes are due and payable, but not yet delinquent until after June 20, 2009. (Parcel No. 2)
10. Taxes for 2009 and subsequent years, a lien, but not yet due or payable.
11. Assessments of the A & B Irrigation District and the rights and powers of said District as by law provided.
12. Assessments levied or to be levied by Magic Valley Groundwater District, if any.
13. A Telephone Line Easement, dated March 26, 1957, executed by Mervin R. Allen and Mrs. M. R. Allen, his wife, to Project Mutual Telephone Cooperative Association, Inc., a corporation, recorded April 17, 1957 in Book 36 of Deeds, Page 204, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of telephone communication lines and other equipment over, on and across the herein described real property in Minidoka County, Idaho; together with all rights of ingress and egress. (Parcel No. 1)
14. Right of Way and reservation as disclosed by Warranty Deed from Venden Ryset and Jeene Ryset, his wife, to Timothy R. Eames and Cari H. Eames, his wife, dated November 8, 1982 and recorded November 8, 1982 as Document No. 328121, records of Minidoka County, Idaho, which reads as follows: "Subject to a 30.0 foot wide county road right of way whose South line is coincident with the most Southerly line of said tract." and "Grantors reserve the right to drain irrigation water over and across the drainage ditch on the herein described real property from the exception described above." (Parcel No. 2)
15. Consent executed by A & B Irrigation District, dated April 5, 1994 and recorded April 11, 1994 as Document No. 412208, records of Minidoka County, Idaho. (Parcel No. 2)

(CONTINUED)

CONTINUATION

SCHEDULE B - SECTION II

Order Number: 22844

16. Joint Mainline Use, Operation, and Maintenance Agreement, by and between Mervin R. Allen and Nathan E. Ashby and Natalie Ashby, husband and wife, dated March 8, 2007, recorded March 12, 2007 as Document No. 489639, records if Minidoka County, Idaho. (Parcel No. 1)
17. Easement, as contained in Warranty Deed, dated March 8, 2007, executed by Mervin R. Allen, a widower, to Nathan E. Ashby and Natalie Ashby, husband and wife, recorded March 12, 2007 as Document No. 489640, Minidoka County records. (Parcel No. 1)
18. Reservation, as contained in Warranty Deed, dated March 8, 2007, executed by Mervin R. Allen, a widower, to Nathan E. Ashby and Natalie Ashby, husband and wife, recorded March 12, 2007 as Document No. 489640, Minidoka County records. (Parcel No. 1)
19. Any invalidity or defect in the title of the vestees in the event that the trust referred to in the vesting portion of Schedule A is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.
20. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State.

4/3/09 hm

NOTE: The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

AFFIDAVIT OF TITLE AND INDEMNITY

State of Idaho)
):ss.
County of **Minidoka**)

The undersigned does (do) hereby declare under penalty of perjury that with respect to the title to the property described in First American Title Insurance Company's commitment for title insurance Order No. **22844** that:

- (1) There has been no labor or materials furnished upon said land with in 90 day prior to this affidavit except:

- (2) Subsequent to the effective date of the above referenced commitment for title insurance there have been no judgments or state or federal tax liens recorded in **Minidoka** County, Idaho against the undersigned and no petition in bankruptcy has been filed except:

- (3) There are no leases, agreements of sale or rights of first refusal binding the property except:

- (4) The undersigned has (have) no knowledge of any lien, defect, encumbrance, encroachment, boundary dispute or adverse claim to title other than as set forth in the above referenced commitment for title insurance except:

The undersigned does (do) hereby agree to indemnify and save harmless Land Title and Escrow, Inc. and First American Title Insurance Company from any loss or damage under a policy of title insurance which loss or damage has occurred from the issuance of title insurance in reliance upon the accuracy of the foregoing statements.

DATED: ____ day of _____, _____

Mervin R. Allen Revocable Trust

Subscribed and sworn to before me this ____ day of _____, _____

Notary Public
Residing at:
My Commission expires:

WARRANTY DEED

#22844

For Value Received

Instrument # 502220

MINIDOKA COUNTY, RUPERT, IDAHO

5-5-2009 02:20:08 No. of Pages: 2

Recorded for : RUPERT LAND TITLE

DUANE SMITH Fee: 6.00

Ex-Officio Recorder Deputy



The Mervin R. Allen Revocable Trust,

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Timothy R. Eames and Cari H. Eames, husband and wife

Address: 717 North 200 East, Rupert, ID 83350

Hereinafter called the Grantee, the following described premises situated in **Minidoka** County, Idaho, to-wit:

**TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

**SECTIONS 13 & 14: Farm Unit F, Tract F of the North Side Pumping Division, Minidoka Project, Idaho
(as shown by plat, dated July 22, 1954, on file in the office of the County Recorder,
Minidoka County, Idaho), SAVE AND EXCEPT the following described tract:**

**Beginning at the Southeast section corner of Section 14, said corner marked by a 5/8 inch rebar; thence
North 00°00'29" East along the East section line for a distance of 1708.73 feet; thence South 84°15'45"
West for a distance of 53.91 feet to a 1/2 inch rebar which shall be the POINT OF BEGINNING;
Thence South 25°07'34" West for a distance of 228.33 feet to a 1/2 inch rebar;
Thence South 42°14'26" West for a distance of 92.50 feet to a 1/2 inch rebar;
Thence South 70°59'27" West for a distance of 207.21 feet to a 1/2 inch rebar;
Thence South 09°27'25" East for a distance of 323.26 feet to a 1/2 inch rebar;
Thence North 88°47'02" West for a distance of 322.78 feet to a 1/2 inch rebar;
Thence North 00°00'00" East for a distance of 353.07 feet to a 1/2 inch rebar;
Thence North 48°45'30" East for a distance of 93.43 feet to a 1/2 inch rebar;
Thence North 48°45'30" East for a distance of 347.31 feet to a 1/2 inch rebar;
Thence North 87°50'01" East for a distance of 293.44 feet to the POINT OF BEGINNING.**

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2009 and subsequent years.

Assessments of the A & B Irrigation District and the rights and powers of said District as by law provided.

Assessments levied or to be levied by Magic Valley Groundwater District, if any.

**A Telephone Line Easement, dated March 26, 1957, executed by Mervin R. Allen and Mrs. M. R. Allen, his wife, to
Project Mutual Telephone Cooperative Association, Inc., a corporation, recorded April 17, 1957 in Book 36 of Deeds,
Page 204, Minidoka County records, granting a right of way and easement for the erection and continued maintenance
of telephone communication lines and other equipment over, on and across the herein described real property in
Minidoka County, Idaho; together with all rights of ingress and egress.**

**Joint Mainline Use, Operation, and Maintenance Agreement, by and between Mervin R. Allen and Nathan E. Ashby
and Natalie Ashby, husband and wife, dated March 8, 2007, recorded March 12, 2007 as Document No. 489639,
records if Minidoka County, Idaho.**

**Easement, as contained in Warranty Deed, dated March 8, 2007, executed by Mervin R. Allen, a widower, to Nathan
E. Ashby and Natalie Ashby, husband and wife, recorded March 12, 2007 as Document No. 489640, Minidoka County
records.**

**Reservation, as contained in Warranty Deed, dated March 8, 2007, executed by Mervin R. Allen, a widower, to Nathan
E. Ashby and Natalie Ashby, husband and wife, recorded March 12, 2007 as Document No. 489640, Minidoka County
records.**

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns
of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said
premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from
all lawful claims whatsoever.

Dated: May 5, 2009

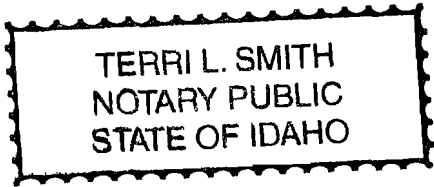
The Mervin R. Allen Revocable Trust

By: Jay Grant Allen
Jay Grant Allen, Co-Trustee

By: Mervin Bruce Allen
Mervin Bruce Allen, Co-Trustee

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 5 day of May, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jay Grant Allen and Mervin Bruce Allen**, known or identified to me to be the persons whose names are subscribed to the within instrument as the Co-Trustees of the **Mervin R. Allen Revocable Trust**, and acknowledged to me that they executed the same as such Co-Trustees.



[Signature]
Notary Public
Residing at: Burley, ID
My Commission expires: 8/2/14