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MAR 26 2004

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

Department of Water Resources

DE

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, 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
DONE → 29-13161					
DONE → 29-13163					
WR 29-12552		✓			

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OCT 23 2008

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) are 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)

Constance Mueeting
9666 S MARSH CREEK RD

4. New Owner/Claimant(s)

McCammon ID 83624

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

SARAH DAVIS

City, State and ZIP Code

PO Box 393 24240 Millet Lane

New Telephone Number

() Grand View ID 83624 208 834-2963

5. Date you acquired the property

1/30/01

SUPPORT DATA

IN FILE # 29-13161

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) Sarah R. Davis
(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>MM</u>	Date <u>3/26/04</u>	Fee <u>\$100.00</u>	
Received by <u>MM</u>	Date <u>3/26/04</u>	Receipt No. <u>CD-73245</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

WARRANTY DEED

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Department of Water Resources

For Value Received CONSTANCE M. MUETING, a single person at date of acquiring title

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

SARAH DAVIS, an unmarried person

whose address is: 1867 Waterloo, Ave. Twin Falls, ID 83301 S.D.

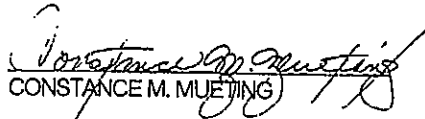
Hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to-wit:

SEE ATTACHED "ADDENDUM A"

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: January 30, 2001


CONSTANCE M. MUETING

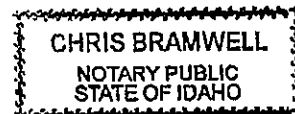
STATE OF Idaho

ss.

COUNTY OF BANNOCK

On this 30th day of January, 2001, before me Chris Bramwell, personally appeared CONSTANCE M. MUETING, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.


Notary Public of Idaho
Residing at: Pocatello, Idaho
Comm Exp 10-30-06



2-1
WARRANTY DEED

NO 20101749
 RECORDED AT REQUEST OF
 FIRST AMERICAN TITLE
 2001 FEB 5 PM 1 46
 OFFICIAL RECORD BOOK NO 774
 BANNOCK COUNTY IDAHO
 LARRY W GHAN RECORDER
 FEE 10.00 DEPUTY

For Value Received **CONSTANCE M. MUETING**, a single person at date of acquiring title

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

SARAH DAVIS, an unmarried person

whose address is: 1867 Osterloh Twin Falls, Id. 83301

Hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to-wit Department of Water Resources

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SEE ATTACHED "ADDENDUM A"

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

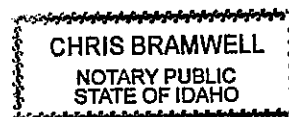
Dated: January 30, 2001

Constance M. Mueting
 CONSTANCE M. MUETING

STATE OF Idaho
)ss.
 COUNTY OF BANNOCK

On this 30th day of January, 2001, before me Chris Bramwell, personally appeared CONSTANCE M. MUETING, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

Chris Bramwell
 Notary Public of Idaho
 Residing at: Pocatello, Idaho
 Comm Exp 10-30-06



A PARCEL OF LAND LOCATED IN THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 22 AND THE NE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 21, TOWNSHIP 9 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE MOST SOUTHWESTERLY CORNER OF GREEN VALE, A SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE BANNOCK COUNTY RECORDER AS INSTRUMENT NO. 624657; THENCE FROM A TANGENT BEARING SOUTH 31°04'12" WEST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1385.00 FEET, THROUGH A CENTRAL ANGLE OF 11°04'02", FOR AN ARC LENGTH OF 267.53 FEET, SAID CURVE BEING ON THE EASTERLY RIGHT-OF-WAY OF MARSH CREEK ROAD; THENCE SOUTH 42°08'17" WEST, 67.25 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, THROUGH A CENTRAL ANGLE OF 25°48'00", FOR AN ARC LENGTH OF 195.88 FEET; THENCE SOUTH 16°20'17" WEST, 116.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 74°26'22" EAST, 370.51 FEET; THENCE SOUTH 64°37'00" EAST, 321.48 FEET; THENCE SOUTH 60°53'26" EAST, 584.04 FEET; THENCE SOUTH 48°44'00" EAST, 52.09 FEET; THENCE SOUTH 73°55'49" EAST, 105.66 FEET; THENCE SOUTH 59°22'22" EAST, 148.44 FEET; THENCE SOUTH 38°37'01" EAST, 114.44 FEET; THENCE SOUTH 4°42'41" WEST, 67.94 FEET; THENCE SOUTH 72°22'13" WEST, 26.32 FEET; THENCE NORTH 45°11'00" WEST, 54.21 FEET; THENCE NORTH 38°42'00" WEST, 102.40 FEET; THENCE NORTH 60°30'59" WEST, 88.55 FEET; THENCE SOUTH 89°46'00" WEST, 111.76 FEET; THENCE SOUTH 78°16'00" WEST, 189.13 FEET; THENCE SOUTH 50°38'00" WEST, 84.84 FEET; THENCE SOUTH 8°16'00" EAST, 28.54 FEET TO A POINT MARKING THE NORTHEASTERLY CORNER OF COTTONWOOD ACRES, A SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE BANNOCK COUNTY RECORDER AS INSTRUMENT NO. 624656; THENCE NORTH 68°55'00" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION, 610.84 FEET; THENCE NORTH 9°09'08" EAST, 111.51 FEET; THENCE NORTH 8°02'53" WEST, 155.67 FEET; THENCE NORTH 76°03'02" WEST, 425.52 FEET TO THE EASTERLY RIGHT OF WAY OF MARSH CREEK ROAD; THENCE NORTH 16°20'17" EAST, ALONG SAID RIGHT OF WAY 206.72 FEET TO THE TRUE POINT OF BEGINNING.



ESCROW INSTRUCTIONS
PURCHASE

Escrow No.: P32907
Officer: Chris Bramwell

Date: 01/30/01

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Department of Water Resources

Buyer: SARAH DAVIS

To: **FIRST AMERICAN TITLE COMPANY**, Pocatello, ID 83204

I hereby agree to purchase the hereinafter described property for a total consideration of \$30,000.00 and will on or before closing hand you said consideration, which is payable as follows:

BUYER HAS PAID FUNDS OUTSIDE OF CLOSING

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a Warranty Deed from:

CONSTANCE M. MUETING, a single person at date of acquiring title

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS STANDARD \$30,000.00

on the property described on attached Order No.: P32907

BUYER'S INITIALS: S.D.

SELLER'S INITIALS: CM

SHOWING TITLE VESTED IN SARAH DAVIS

FREE OF ENCUMBRANCES EXCEPT:

1. Paragraphs 1-10 of Schedule B of Commitment for Title Insurance, Order No.: P32907, a copy of which is attached hereto.
2. Other:

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

BUYER'S INITIALS: S.D.

SELLER'S INITIALS: CM

OTHER INSTRUCTIONS:

- 1) BUYER AND SELLER TO EACH PAY THEIR RESPECTIVE CLOSING FEES AS PER THE PURCHASE AND SALE AGREEMENT AND PER LENDERS CLOSING INSTRUCTIONS.
- 2) THE PARTIES ACKNOWLEDGE THAT FIRST AMERICAN TITLE HAS NOT GIVEN ANY ADVICE IN CONNECTION WITH THE OPERATION OF CHAPTER 25, TITLE 55, IDAHO CODE, THE PROPERTY CONDITION DISCLOSURE ACT, AND THE RESIDENTIAL LEAD-BASED HAZARD REDUCTION ACT OF 1992, BUT HAS OFFERED TO FURNISH COPIES OF SAID FORMS THAT MAY BE REQUIRED BY THE ACTS. FIRST AMERICAN TITLE HAS RECOMMENDED THAT THE UNDERSIGNED OBTAIN LEGAL ADVICE AS TO THE OPERATION OF THIS LAW. WE FURTHER UNDERSTAND AND ACKNOWLEDGE THAT ANY COMPLIANCE WITH THE ACT WAS DONE OUTSIDE OF ESCROW.

SELLER WILL TRANSFER WATER CERTIFICATES TO BUYER UPON RECEIPT OF THEM FROM COLLECTION ESCROW**

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: THERE ARE NO TAX PRO-RATIONS IN THIS CLOSING.
BUYER TO BE RESPONSIBLE FOR PAYMENT OF 2ND HALF 2000 TAXES AND ALL OF 2001. Buyer is aware that 2nd half 2000 taxes are not paid at closing and assumes full responsibility and holds First American Title Co. harmless.

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (\$ n/a)
(If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. BUYER TO PAY ALL CLOSING AND TITLE FEES. SELLER NOT TO PAY ANY COSTS FOR THIS CLOSING.

I hereby agree to pay charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein. You are authorized not to close escrow or disburse until good funds have been confirmed in escrow.

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agents that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

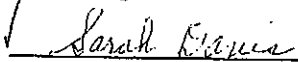
Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by First American, have been prepared under the direction of my attorney or myself, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

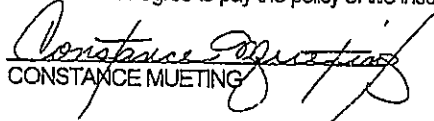
Any amendments of and/or supplement to any instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

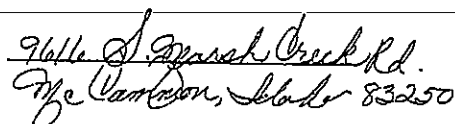

SARAH DAVIS

SELLER: CONSTANCE MUETING

We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.


CONSTANCE MUETING

Address:



Idaho Department of Water Resources Receipt

Receipt ID C073245

Payment Amount Date Received Region Status

Payment Type Check Number

Payer Comment

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$100.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155



Signature Line (Dept. Representative)