

RECEIVED

APR 24 2008

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)
PD 36-7278					
PD 36-123 F					

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)

Charles Johnson

4. New Owner/Claimant(s)

Fadia Nancy Rice

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

New Mailing Address

507 Richardson Ln.

City, State and ZIP Code

Celendora CA 91741

New Telephone Number

(626) 233-7869

SUPPORT DATA
IN FILE # 36-123F

SCANNED
APR 25 2008

5. Date you acquired the property

10-26-06

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 <u>36-7278</u>		
Irrigation	<u>0.5 CFS</u>	<u>2.00 Acres</u>
Stock		
Domestic	<u>0.5 CFS</u>	
Other <u>Fish pond</u>	<u>4.69 CFS</u>	<u>2.53 Acres</u>
Totals		
Water Right and/or Adjudication Claim Number <u>36-123</u>		
Irrigation	<u>0.5 CFS</u>	<u>2.0 acres</u>
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)

owner

(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 _____
 Received by CW
 Processed by _____ AJ

Date _____
 Date 11/11/08
 Date _____

Receipt Amt. _____
 Receipt No. 50130 5030130
 WR _____ Date _____

Instrument # 218794

GOODING, GOODING, IDAHO

2006-10-25

03:42:15 No. of Pages: 2

Recorded for: GOODING TITLE

DENISE M. GILL

Fee: 6.00

Ex-Officio Recorder Deputy

G060321

PERSONAL REPRESENTATIVE DEED

DAN LEE, Personal Representative of the Estate of CHARLES P. JOHNSON, GRANTOR, conveys to FADIA NANCY RICE, Trustee of THE FADIA NANCY RICE LIVING TRUST, Dated November 29, 2001, GRANTEE, whose address is 507 RICHARDSON LANE, GLENDORA, CA 91741, all right, title, and interest of CHARLES P. JOHNSON, deceased, in and to the following described property located in Hagerman, situated in the County of Gooding, State of Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

TOGETHER with 4.69 CFS and .05 CFS of Idaho Department of Water Resources water. Water right numbers 36-7278 and 36-123.

Dated this 24th day of October, 2006.

 *Personal Representative*

DAN LEE

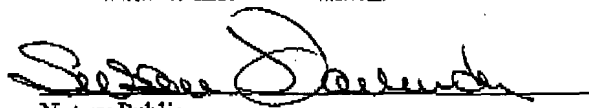
Personal Representative of the Estate of
CHARLES P. JOHNSON

STATE OF IDAHO

County of Gooding

On this 24th day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared DAN LEE, known to me to be the Personal Representative of the Estate of CHARLES P. JOHNSON, deceased, and acknowledged to me that he executed the same as such Personal Representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

Residing at: Hagerman, ID

My commission expires: September 18, 2012

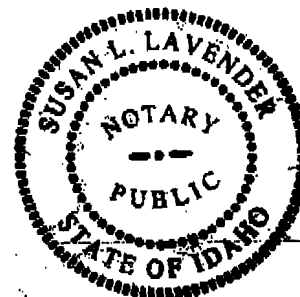


EXHIBIT A
G060321

Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho

Section 36: A parcel of land located in the NE1/4NE1/4NE1/4

AND IN

Township 7 South, Range 14 East, Boise Meridian, Gooding County, Idaho

Section 31: Part of Government Lot 1, more specifically described as follows:

Beginning at the Section corner common to Sections 25 and 36, Township 7 South, Range 13 East, Boise Meridian and Sections 30 and 31, Township 7 South, Range 14 East, Boise Meridian;

Thence North 00° 17' 00" East, 15.02 feet East of the centerline of a County road;

Thence North 89° 48' 39" West 212.24 feet along said centerline of a County road;

Thence South 00° 01' 21" West, 40.00 feet West of the South boundary of said County road and the centerline of Billingsley Creek, being the TRUE POINT OF BEGINNING;

Thence along the centerline of Billingsley Creek the following courses;

Thence South 16° 54' 15" West, 69.20 feet;

Thence South 09° 33' 25" East, 94.87 feet;

Thence South 12° 37' 12" East, 93.37 feet;

Thence South 23° 35' 05" East, 53.51 feet;

Thence South 15° 19' 22" West, 84.36 feet;

Thence South 32° 20' 22" East, 40.70 feet;

Thence South 00° 53' 23" East, 84.67 feet;

Thence South 67° 33' 10" East, 154.04 feet;

Thence from said centerline of Billingsley Creek, North 03° 43' 45" East, 65.93 feet;

Thence South 84° 47' 11" East, 29.71 feet;

Thence North 00° 34' 48" East, 79.01 feet;

Thence North 54° 14' 33" East, 86.44 feet;

Thence North 49° 44' 21" East, 138.76 feet;

Thence North 41° 54' 09" East, 132.99 feet;

Thence North 34° 08' 59" East, 212.55 feet East to the South boundary of said County road;

Thence along the South boundary of said County road North 89° 48' 39" West, 599.46 feet to the TRUE POINT OF BEGINNING.

Instrument # 221060

GOODING, GOODING, IDAHO

2007-04-09

03:40:24 No. of Pages: 6

Recorded for : CUSTOM RECORDING SOLUTIONS

DENISE M. GILL

Fee: 18.00

Ex-Officio Recorder Deputy

Account Number: 34368220147610099
 CAP Number: 070361338200
 Date Printed: 02/14/07
 Reconveyance Fee: \$ 0.00

WHEN RECORDED MAIL TO:

Recording requested by: LSI
 When recorded return to : icking
 Custom Recording Solutions
 2550 N. Redhill Ave.
 Santa Ana, CA. 92705 3792280
 800-756-3524 ext. 5011

RESERVED FOR AUDITOR'S USE ONLY.

PERSONAL LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of FEBRUARY, 2007, between
 FADIA N. RICE, AKA FADIA NANCY RICE AS TRUSTEE OF THE FADIA
 NANCY RICE LIVING TRUST DATED 11/29/2001

Grantor,
 whose address is 2900 EAST SOUTH HAGERMAN, ID 83332
 and Chicago Title Insurance Company ("Trustee"), for
 Bank of America, N.A. ("Beneficiary"), at its above named address.
 WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to
 lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount
 outstanding at any point in time of:

Two Hundred Thousand and 00/100'S
 (\$ 200,000.00) Dollars which indebtedness is evidenced by Grantor's Agreement and
 Disclosure Statement Home Equity Line of Credit signed on
 with a Maturity Date of FEBRUARY 07, 2052 if not paid sooner, (herein "Agreement").
 The Agreement is incorporated herein by reference as though fully set forth.

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by the Agreement, together
 with all renewals, modifications, or extensions thereof, with interest thereon, the payment of other
 sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the
 performance of the covenants and agreements of Grantor herein contained, together with interest
 thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and
 convey to the Trustee in Trust, with the power of sale, the following described property
 in GOODING County, State of Idaho:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF:

Exhibit

which real property either is not more than twenty acres in area or is located within an incorporated city
 or village, together with all easements, tenements, hereditaments, and appurtenances now or later in any
 way appertaining to the Property; all royalties, mineral, oil and gas rights and profits derived from or in
 any way connected with the Property; all water and ditch rights, however evidenced, used in or
 appurtenant to the Property; and the rents, issues and profits thereof; it being the express intent of
 Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall

Reference No: 015002 - 070361338200

Idaho

CLS3163-1 /0007/WA/ID 05-04

Page 1 of 5

12-05-3163NSB

APN: RP07S13E360005A

Order ID: 3292230

Loan No.: 070361338200

EXHIBIT A
LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of ID, County of GOODING, City of HAGERMAN and described as follows:

The following described property located in Hagerman, situated in the County of Gooding, State of Idaho:

Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho

Section 36: A parcel of land located in the NE1/4NE1/4NE1/4

and in

Township 7 South, Range 14 East, Boise Meridian, Gooding County, Idaho

Section 31: Part of Government Lot 1, more specifically described as follows:

Beginning at the Section corner common to Sections 25 and 36, Township 7 South, Range 13, East, Boise Meridian and Sections 30 and 31, Township 7 South, Range 14 East, Boise Meridian;
thence North 0 deg 17' 00" East 15.02 feet East of the centerline of a County road; Thence North 89 deg 48' 39" West 212.24 feet along said centerline of a County Road;
thence South 00 deg 01' 21" West, 40.00 feet West of the South boundary of said County Road and the centerline of Billingsley Creek, being the true point of beginning;
thence along the centerline of Billingsley Creek the following courses;
thence South 16 deg 54' 15" West, 69.20 feet;
thence South 09 deg 33' 25" East, 94.87 feet;
thence South 12 deg 37' 12" East, 93.37 feet;
thence South 23 deg 35' 05" East, 53.51 feet;
thence South 15 deg 19' 22" West, 84.36 feet;
thence South 32 deg 20' 22" East, 40.70 feet;
thence South 00 deg 53' 23" East, 84.67 feet;
thence South 67 deg 33' 10" East, 154.04 feet;
thence from said centerline of Billingsley Creek, North 03 deg 43' 45" East, 65.93 feet;
thence South 84 deg 47' 11" East, 29.71 feet;
thence North 00 deg 34' 46" East, 79.01 feet;
thence North 54 deg 14' 33" East, 86.44 feet;
thence North 49 deg 44' 21" East, 138.76 feet;
thence North 41 deg 54' 09" East, 132.99 feet;
thence North 34 deg 08' 59" East, 212.55 feet East to the South boundary of said County road;
thence along the South boundary of said County Road North 89 deg 48' 39" West, 599.46 feet to the true point of beginning.

WITH THE APPURTENANCES THERETO.

APN: RP07S13E360005A

continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

VARIABLE INTEREST RATE. This agreement contains a Variable Interest Rate. The interest rate on Grantor's indebtedness under the Agreement may vary from time-to-time in accordance with such rate or rates, as described in the Agreement.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances, impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.
8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to the Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon the occurrence of an Event of Default as defined below, unless otherwise prohibited by law, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Idaho, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Deed of Trust; (3) the surplus, if any, less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior Court of the county in which the sale took place.

5. Trustee shall deliver to the purchaser at the sale its Deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances.

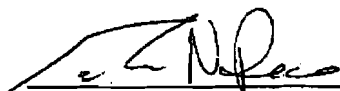
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Idaho is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.

10. This deed of Trust has been delivered to beneficiary in the State of Idaho. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Idaho.



FADIA N. RICE

TRUSTEE OF THE DADIA NANCY RICE LIVING TRUST DATED 11/29/2001

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF IDAHO)
)
County of GODDING) : ss.

I certify that I know or have satisfactory evidence that _____
and _____ is/are the individual(s) who
signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to
execute the instrument and acknowledged it as the _____
_____ (TITLE)
of _____ to be the free and voluntary
_____ (ENTITY)
act of such party for the used and purposed mentioned in the instrument.

(NOTARY PUBLIC FOR THE STATE OF IDAHO) Dated: _____

My appointment expires _____

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF ~~IDAHO~~ ^{NS} CALIF.County of ~~BOODING~~ ^{up} LOS ANGELES)

: ss.

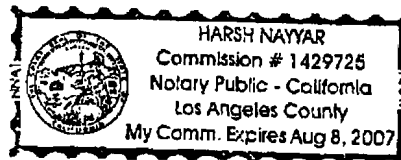
I certify that I know or have satisfactory evidence that FADIA N. RICE

_____ is/are the
 Individual(s) who signed this instrument in my presence and acknowledged it to be ~~his~~ ^{is/are} ~~her~~ ^{the} ~~their~~ free
 and voluntary act for the uses and purposes mentioned in the instrument.

Harsh Nayar
 (NOTARY PUBLIC FOR THE STATE OF ~~IDAHO~~ CALIF.)

Dated: 02-28-07My appointment expires 08-08-07

REQUEST FOR RECONVEYANCE



To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

Send Reconveyance To:

