

DE
RECEIVED
FEB 06 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 45-10682					
PD 45-13972					

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)

Eric D Mabry & Andi L Mabry
Burley, ID

4. New Owner/Claimant(s)

Scott E Prow Becky Prow
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

249 S 400 W

City, State and ZIP Code

Burley, ID 83318

New Telephone Number

(208) 678 2999 Email: ida.prow@msn.com

SUPPORT DATA

5. Date you acquired the property

8 Nov 07

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)

4 Feb 08

(title if applicable):

J. F. Farnsworth

(title if applicable)

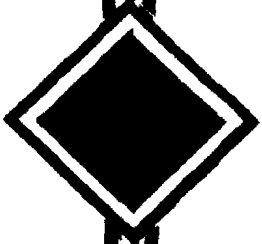
IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

 Received by [Signature]
 Received by [Signature]
 Processed by AJ

 Date 2/6/08
 Date 2/12/08
 Date _____

 Receipt Amt. \$50
 Receipt No. 5020001
 WR _____ Date _____



LAND TITLE AND ESCROW, INC.

Serving 6 Counties in Southern Idaho
Cassia ♦ Minidoka ♦ Jerome ♦ Gooding ♦ Lincoln
♦ Twin Falls ♦

ORDER NO. 44130 - Scott E. Prow

DATE: October 15, 2007

PREPARED FOR: GMAC Mortgage

REQUEST BY: Heidi Wilson

COPIES TO: Carla Shockey - Advantage 1 Realty
Bret Belnap - Prudential Idaho Homes
and Properties

TITLE OFFICER: Roberta (Bobbie) McCord

CLOSING OFFICER: Terri McBride

CLOSING ASSISTANT: Kaylin Garrard

Issued by:
Land Title and Escrow, Inc.
211 West 13th Street
P.O. Box 177
Burley, ID 83318
Phone: (208)878-3524
Fax: (208)878-4435

A Full Service Title Company
Title Insurance
Escrow Closing Services
Long Term Escrow Services

Land Title and Escrow, Inc.

A Full Service Title Company Since 1957

211 West 13th Street
P.O. Box 177
Burley, Idaho 83318
PHONE: 208-878-3524
FAX: 208-878-4435
lfeb@pmt.org

TO: GMAC Mortgage
6305 W. Overland Road
Boise, ID 83709

OFFICE: Burley

ORDER NO.: 44130

DATE: October 15, 2007

RE: Scott E. Prow
Lenders No. 180263204

TITLE INSURANCE

Owner:	Extended	\$244,900.00	\$1,092.00
Lender:	ALTA Extended	\$195,920.00	\$342.90
Reissue Credit:			
Endorsements:	8.1-06, 9-06, 22.1-06		\$50.00

Other:

Recording fees, reconveyance fees or adjustments in
title insurance premium, if any, will be additional.

TOTAL DUE:

\$1,484.90

Serving: Cassia - Minidoka - Jerome - Lincoln - Gooding- Twin Falls Counties



ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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Page

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 6 months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

GMAC Mortgage
6305 W. Overland Road
Boise, ID 83709
Attn: Heidi Wilson
Lenders No. 180263204

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ORDER NUMBER: 44130

1. Effective Date: October 4, 2007 at 8:00 A.M.

2. Policy or Policies to be issued:

A.	ALTA Owners Policy ☐ Standard ☒ Extended Form No. 1402.06 (6-17-06)	Amount \$244,900.00 Premium \$1,092.00
----	---	---

Proposed Insured:

SCOTT E. PROW and REBECCA PROW

B.	ALTA Loan Policy ☐ Standard ☒ Extended Form No. 1056.06 (6-17-06) ☒ With Endorsements 8.1-06, 9-06, 22.1-06	Amount \$195,920.00 Premium \$342.90 Premium \$50.00
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Proposed Insured:

GMAC MORTGAGE

3. The Estate or Interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

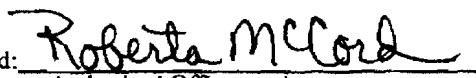
4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

**ERIC D. MABRY and ANDI L. MABRY,
husband and wife**

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

SEE SCHEDULE A, PAGE 2

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 177
Burley, ID 83318
Phone: (208)-878-3524
Fax: (208)-878-4435

CONTINUATION

SCHEDULE A

Order Number: 44130

**TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 3: Part of the NW¼SW¼, more particularly described as follows:

Beginning at the W¼ section corner of said Section 3, said corner marked by a P.K. nail which shall be the Point of Beginning;

Thence South 89°57'19" East along the North line of the NW¼SW¼ for a distance of 835.12 feet to a ½ inch rebar;

Thence South 00°18'06" East for a distance of 90.20 feet to a ½ inch rebar;

Thence along a non-tangent curve to the left for a distance of 307.91 feet to a ½ inch rebar, said curve having a radius of 1296.24 feet and a central angle of 13°36'36" and a long chord bearing of South 60°47'12" West for a distance of 307.19 feet;

Thence North 86°55'38" West for a distance of 535.57 feet to a ½ inch rebar;

Thence North 86°55'38" West for a distance of 29.86 feet to the West line of the NW¼SW¼;

Thence North 00°46'49" West along said line for a distance of 210.48 feet to the Point of Beginning.

SCHEDULE B - SECTION I

REQUIREMENTS

Order Number: 44130

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 from Eric D. Mabry and Andi L. Mabry, husband and wife, to Scott E. Prow and Rebecca Prow, husband and wife.**
 - 2. **Deed of Trust from Scott E. Prow and Rebecca Prow, husband and wife, securing the loan.**
- (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 Eric D. Mabry and Andi L. Mabry, 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) **Reconveyance of Deed of Trust with Reconveyance of Deed of Trust Rider attached to secure an original indebtedness of \$147,200.00, and any other amounts and/or obligations secured thereby.**

Dated: September 2, 2005
Recorded: September 2, 2005, as Instrument No. 303907, records of Cassia County, Idaho
Grantor: Eric D. Mabry and Andi L. Mabry, husband and wife
Trustee: TitleFact, Inc., An Idaho Corporation
Beneficiary: First Federal Savings Bank of Twin Falls

- (g) **Reconveyance of Deed of Trust to secure an original indebtedness of \$35,200.00, and any other amounts and/or obligations secured thereby.**

Dated: September 27, 2005
Recorded: September 28, 2005, as Instrument No. 304325, records of Cassia County, Idaho
Grantor: Eric D. Mabry and Andi L. Mabry
Trustee: Titlefact, Inc.
Beneficiary: First Federal Savings Bank

- (h) **Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.**

An inspection of said land has been ordered; upon its completion we will advise you of our findings.

-Continued-

CONTINUATION
SCHEDULE B - SECTION I

Order Number: 44130

NOTE #1:

The County Treasurer advises us that taxes for 2006 are assessed in the total sum of:
\$779.72 - TR. #RP11S22E035450A
which are paid in full with homeowners exemption

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.

NOTE #3: **PROPERTY ADDRESS: 249 SOUTH 400 WEST - BURLEY, IDAHO 83318**

**SCHEDULE B - SECTION II
EXCEPTIONS**

Order Number: 44130

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. 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.
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. (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.
9. Taxes for 2007 and subsequent years, a lien, but not yet due or payable.
10. Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.
11. Power Line Easement from Thead Hanks and Mac T. Hanks, husband and wife, to Idaho Power Company, a corporation, dated November 1, 1965 and recorded February 23, 1966 as Instrument No. 28353 on Film No. 38, records of Cassia County, Idaho, granting an easement and right of way over and across the NW¼SW¼ of Section 3, Township 11 South, Range 22 East of the Boise Meridian.
12. Effect of Statement of Claim and Notice Of Intent To Preserve executed by Ladd Petroleum Corporation, dated September 17, 1984 and recorded September 24, 1984 as Instrument No. 163826 on Film No. 167, records of Cassia County, Idaho, which reads as follows: "for the purpose of providing public notice of the mineral interest claimed and preserved by Ladd Petroleum Corporation in and to the oil, gas, coal, clay, gravel, uranium and all other minerals of every kind and nature." (Covers additional property not included herein)
13. County road right-of-way disclosed by Personal Representative's Deed dated April 7, 2000 and recorded April 10, 2000 as Instrument No. 268561, records of Cassia County, Idaho, which reads: "subject to a 25 foot county road right of way along the West side."

10/15/07-kw

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.aka.org>.

Survey # 269019

AFFIDAVIT OF TITLE AND INDEMNITY

State of Idaho)
):ss.
County of)

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. **44130** that:

- (1) There has been no labor or materials furnished upon said land within 90 days 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 **Cassia** 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 _____, _____

Eric D. Mabry

Andi L. Mabry

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

Notary Public
Residing at:
My Commission expires:

WARRANTY DEED

#44130

For Value Received

ERIC D. MABRY and ANDI L. MABRY, husband and wife

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

SCOTT E. PROW and REBECCA PROW, husband and wife

Address: 1448 Mill Rd., Emmett ID, 83617

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

SEE ATTACHED EXHIBIT "A"**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 2007 and subsequent years, a lien, but not yet due or payable.

Assessments of the Southwest Irrigation District and the rights and powers of said District as by law provided.

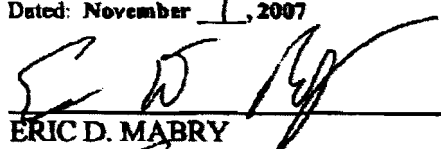
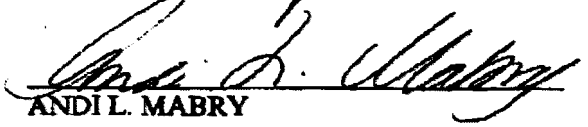
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Effect of Statement of Claim and Notice Of Intent To Preserve executed by Ladd Petroleum Corporation, dated September 17, 1984 and recorded September 24, 1984 as Instrument No. 163826 on Film No. 167, records of Cassia County, Idaho, which reads as follows: "for the purpose of providing public notice of the mineral interest claimed and preserved by Ladd Petroleum Corporation in and to the oil, gas, coal, clay, gravel, uranium and all other minerals of every kind and nature." (Covers additional property not included herein)

County road right-of-way disclosed by Personal Representative's Deed dated April 7, 2000 and recorded April 10, 2000 as Instrument No. 268561, records of Cassia County, Idaho, which reads: "subject to a 25 foot county road right of way along the West side."

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: November 9, 2007


ERIC D. MABRY
ANDI L. MABRY

CASSIA COUNTY
RECORDED FOR:
LAND TITLE AND ESCROW
3:08:25 PM 11-09-2007
2007-319299
NO. PAGES: 1 FEE: \$9.00
LARRY A. NICKELSEN
COUNTY CLERK
DEPUTY: VIKI

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 9th day of November, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared ERIC D. MABRY and ANDI L. MABRY, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Terri McBride
Notary Public
State of Idaho

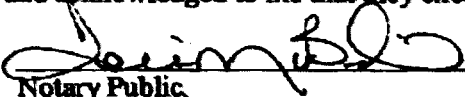

Notary Public
Residing at: Boise
My Commission expires: 25-08

EXHIBIT "A"

TOWNSHIP 11 SOUTH, RANGE 22 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the W $\frac{1}{4}$ section corner of said Section 3, said corner marked by a P.K. nail which shall be the Point of Beginning;
Thence South 89°57'19" East along the North line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ for a distance of 835.12 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°18'06" East for a distance of 90.20 feet to a $\frac{1}{2}$ inch rebar;
Thence along a non-tangent curve to the left for a distance of 307.91 feet to a $\frac{1}{2}$ inch rebar, said curve having a radius of 1296.24 feet and a central angle of 13°36'36" and a long chord bearing of South 60°47'12" West for a distance of 307.19 feet;
Thence North 86°55'38" West for a distance of 535.57 feet to a $\frac{1}{2}$ inch rebar;
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Thence North 00°46'49" West along said line for a distance of 210.48 feet to the Point of Beginning.