

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

RECEIVED
 DEC 04 2007
 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)
PD 37-10084-V1		N/A			
PD 37-10085-V1		N/A			

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)

Vern EAMES & Angeloe Eames
 1950 S. 2100 E.

4. New Owner/Claimant(s)

Gooding, Id. 83330

Brian Hanley & Tamra Klein Hanley
 Name Connector (Check one) ☒ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Bx 155

City, State and ZIP Code

Hagerman, Id. 83332

New Telephone Number

(208) 731-1827 Email:

5. Date you acquired the property

Nov. 11, 2007

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>37-10084-V1</u>		
Irrigation		
Stock ☒ (Spring)	0.050 CFS (13,000 gals per day)	40 acres
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number <u>37-10085-V1</u>		
Irrigation		
Stock ☒ (ground water)	0.050 CFS (13,000 gal per day)	40 acres
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) Brian K Hanley (title if applicable)
TAMIE KLEIN HANLEY (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 12/6/07
 Date 12/11/07
 Date _____

Receipt Amt. \$50
 Receipt No. 502875
 WR _____ Date _____

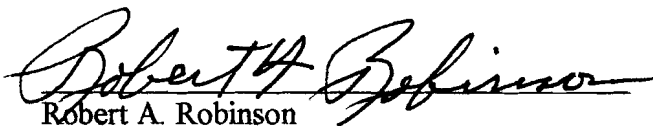
WARRANTY DEED

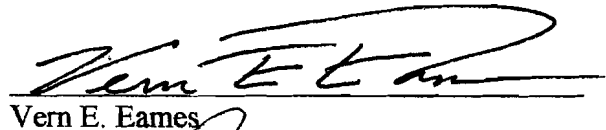
For value received ROBERT A. ROBINSON and EMMA D. ROBINSON, husband and wife, and VERN E. EAMES and ANGELEE L. EAMES, husband and wife, Gooding, Idaho, hereinafter called the Grantors, hereby grant, bargain, sell and convey unto, BRIAN K. HANLEY and TAMRA KLEIN HANLEY, husband and wife, 160 South Street West, PO Box 155, Hagerman ID 83332, hereinafter called the Grantees, the following described real property, located in Gooding County, Idaho:

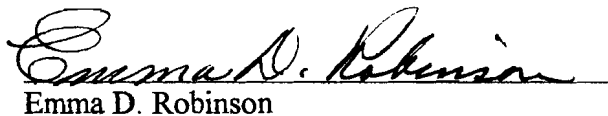
Township 6 South, Range 13 E.B.M.
Section 27: That part of the SENW and the NWNW
lying and situate East of U.S. Highway 30,
Together with all water, water rights, ditches and rights-of-way
for ditches appurtenant thereto; and,

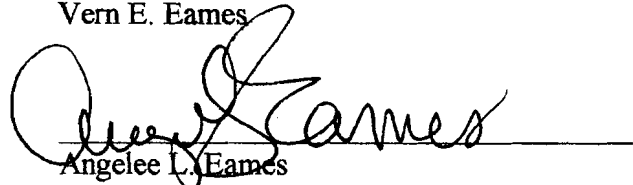
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the Grantors do hereby covenant to and with the said Grantees, that the Grantors are the owners in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantors will warrant and defend the same from all lawful claims whatsoever.

DATED THIS 11 day of November, 2007.

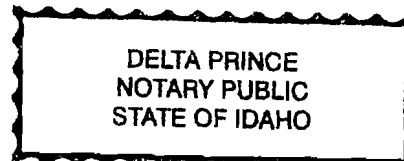

Robert A. Robinson


Vern E. Eames


Emma D. Robinson


Angelee L. Eames

STATE OF IDAHO)
)ss.
County of Gooding)



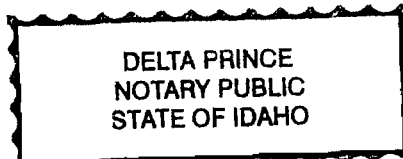
On this 11th day of November, 2007, before me a Notary Public in and for said State, personally appeared ROBERT A. ROBINSON and EMMA D. ROBINSON, husband and wife,

known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Gooding ID
Commission Expires: 9-13-2010

STATE OF IDAHO)
)ss.
County of Gooding)



On this 11th day of November, 2007, before me a Notary Public in and for said State, personally appeared VERNE E. EAMES and ANGELEE L. EAMES, husband and wife, known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Gooding ID
Commission Expires: 9-13-2010

REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, BRIAN K. HANLEY and TAMRA KLEIN HANLEY, husband and wife, hereinafter called Mortgagors, do hereby grant, bargain, sell, and convey unto ROBERT A. ROBINSON and EMMA D. ROBINSON, husband and wife, and VERN E. EAMES and ANGELEE L. EAMES, husband and wife, hereinafter called Mortgagees, the following described real property, located in Gooding County, Idaho:

Township 6 South, Range 13 E.B.M.
Section 27: That part of the SENW and the NWNW
lying and situate East of U.S. Highway 30,
Together with all water, water rights, ditches and rights-of-way
for ditches appurtenant thereto; and,

Mortgagee's address: Brian K. and Tamra Klein Hanley
160 South Street West
PO Box 155
Hagerman, Idaho 83332

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Mortgagees, and their heirs and assigns, forever.

This conveyance is intended as a mortgage to secure the payment of the sum of One Hundred Ten Thousand Dollars (\$110,000.00), in accordance with the terms of a Promissory Note of even date herewith, payable to the order of the Mortgagees, with final payment date of November 12, 2007, and providing for acceleration of the due date of the principal for default in the payment of any installment of principal or interest, or any part thereof, and providing for a reasonable attorney's fees in case of suit or action.

The Mortgagor covenants and agrees as follows:

1. That they are the owners of the above described premises, and that the same are free from all encumbrances, except a prior mortgage to Mortgagees.
2. That they will pay the indebtedness hereby secured, promptly, according to the terms of said promissory note.
3. That they will pay all taxes, liens, and assessments of any nature hereafter levied or imposed, or becoming payable upon said premises, not later than the date of delinquency.
4. That they will at all times during the term of this mortgage, keep the improvements

located on the premises in as good a condition and repair as they now are in, all at Mortgagor's expense, wear and tear excepted.

5. That they will, at all times during this mortgage, keep the improvements on the above described real property insured against fire and other casualty in an amount equal to the replacement cost thereof, which policy of insurance shall include an appropriate loss payee clause in favor of Mortgagor and Mortgagees as their interest may appear hereunder from time to time.

6. That they will perform all other of the covenants and conditions contained in this mortgage, and said promissory note.

7. That they will not commit or suffer waste upon the above described property during the period of the mortgage.

8. Should Mortgagor become in default under any term or condition of this Mortgage, Mortgagees shall, prior to instituting any action of foreclosure, first give to Mortgagor a written notice to be mailed by certified mail to Mortgagor at:

Vern E. Eames and Angelee L. Eames
1950 South 2100 East
Gooding ID 83330

describing in detail the nature of each claimed event of default; provided, however, that no such notice shall be given until there has been a default of at least fifteen (15) days in duration. Mortgagor shall have thirty (30) days from the date of receipt of said notice in which to fully effect a cure of the event of default. If the event of default has not been duly cured within the 30-day period, Mortgagees may commence to enforce their remedies under the note and Mortgage.

NOW, THEREFORE, if the said Mortgagors shall pay or cause to be paid all monies which may become due upon said promissory note, and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants and agreements herein contained and not corrected pursuant to the notice and cure provisions above stated, then the Mortgagees and their heirs, or assigns, at their option, may declare the entire indebtedness hereby secured, immediately due and payable, and foreclose this mortgage, and cause said mortgaged promises to be sold, in the manner provided by law, and out of the monies arising from such sale, retain unpaid principal and accrued interest, together with the costs and charges of

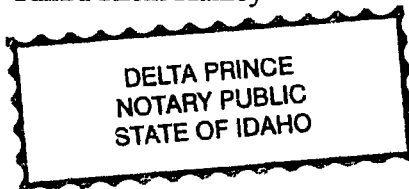
such foreclosure suit and sale, including such sums as the Court may adjudge reasonable as attorney's fees to be allowed the Mortgagees, and the overplus, if any there be, pay over to the Mortgagor, and his heirs, successors, or assigns.

IN WITNESS WHEREOF, this Mortgage has been executed this 11 day of November, 2007.

Brian K. Hanley
Brian K. Hanley

TAMRA KLEIN HANLEY
Tamra Klein Hanley

STATE OF IDAHO)
) SS.
County of Gooding)



On this 11th day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, Personally appeared BRIAN K. HANLEY and TAMRA KLEIN HANLEY, husband wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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

Delta Prince
NOTARY PUBLIC FOR IDAHO
Residing at: Gooding ID
Commission Expires: 9-13-2010

003-2 260446

Sec. 27 Twp. 6 Rng. 13
065 13E 27

