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Form 42-248; 42-1409(6) 12/2006

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

WATER RESOURCES
WESTERN 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 63-27255		NO			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25⁰⁰
- 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)	KIRK C. HUBBARD 242 WALNUT CREEK WAY / NAMPA, ID 83686
4. New Owner/Claimant(s)	BETTE STOM
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	7420 E. LEWIS LANE
City, State and ZIP Code	NAMPA, ID 83686
New Telephone Number	(208) 466-9559

5. Date you acquired the property

11/26/03

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)

Bottom Storm

(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 [Signature]Date 9-19-07Received by [Signature]Date 9-19-07Processed by [Signature] AJDate 9-19-07Receipt Amt. \$2500Receipt No. W0035841WR [Signature]Date 11-21-07



First American Title Insurance Company

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 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.

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

SCHEDULE A

Commitment No.: PC 54716 SECOND COMMITMENT

Effective Date: October 8, 2003 as of 7:30 a.m.

Prepared by: Leslie Franks

TO: FIRST AMERICAN TITLE COMPANY
attn: Nannett Robinson
7311 Potomac Dr.
Boise, Idaho 83704

Fax: 322-5597

Proposed Insured:

BETTE M. STOM, presumptively subject to the community interest of spouse, if married

and

WASHINGTON MUTUAL

Policy or Policies to be issued:	Amount	Premium
Owner's coverage (X) Standard	\$190,000.00	\$875.00
Form 1402.92 (10-17-92) () Extended		
Purchaser's coverage () Standard		
Form 1402.92 (10-17-92)		
Mortgagee's coverage () Standard		
Form 1056.92 (10-17-92) (X) Extended	\$152,000.00	\$303.30
Endorsements 100/116/8.1		\$ 50.00
Easement coverage		

Fee simple interest in the land described in this Commitment is owned, at the Commitment Date by:

KIRK C. HUBBARD, who acquired title as an unmarried man as sole and separate property

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

See attached Exhibit "A"

PC 54716

Exhibit "A"

PARCEL I

This parcel is situated in the Southwest Quarter of the Southeast Quarter, Section 8, Township 2 North, Range 1 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter of the Southeast Quarter and bearing North 0° 16' 50" West 567.11 feet along the East boundary of said Southwest Quarter of the Southeast Quarter; thence North 89° 44' 20" West 164.00 feet parallel to the South boundary of said Southwest Quarter of the Southeast Quarter; thence South 0° 16' 50" East 198.11 feet; thence South 89° 44' 20" East 134.00 feet; thence South 0° 16' 50" East 369.00 feet to the South boundary of said Southwest Quarter of the Southeast Quarter; thence South 89° 44' 20" East 30.00 feet to the point of beginning.

PARCEL II

The East 257.78 feet of Lot 1 of MAMER SUBDIVISION, according to the plat thereof filed in Book 15 of Plats, Page 8, records of Canyon County, Idaho.

EXCEPTING THEREFROM:

This parcel is situated in the Southwest Quarter of the Southeast Quarter, Section 8, Township 2 North, Range 1 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southeast corner of said Southwest Quarter of the Southeast Quarter and bearing North 0° 16' 50" West 567.11 feet along the East boundary of said Southwest Quarter of the Southeast Quarter; thence North 89° 44' 20" West 164.00 feet parallel to the South boundary of said Southwest Quarter of the Southeast Quarter; thence South 0° 16' 50" East 198.11 feet; thence South 89° 44' 20" East 134.00 feet; thence South 0° 16' 50" East 369.00 feet to the South boundary of said Southwest Quarter of the Southeast Quarter; thence South 89° 44' 20" East 30.00 feet to the point of beginning.

SCHEDULE B - Section 1

REQUIREMENTS

Commitment No.: PC 54716 SECOND COMMITMENT

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.
- (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) This Company will require the enclosed Seller or Borrower Affidavit (Regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.
- (f) If the person mentioned in Schedule A, Paragraph 4, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirements of Chapter 10, Title 55, Idaho Code, relating to homesteads; or we must be furnished satisfactory proof that 1) the subject property is not vestee's principal residence; 2) the land is not claimed as homestead property; and 3) the address of the principal residence of vestee; or proof that the vested owner is not married.
- (g) Pursuant to Chapter 10, Title 55, Idaho Code, relating to homesteads, we will require that both incoming spouses execute any forthcoming encumbrance; or we must be furnished satisfactory proof that 1) the subject property is not the incoming owner's principal residence; 2) the land is not claimed as homestead property; and 3) the address of the principal residence of incoming owner; or proof that the incoming is not married.

SCHEDULE B - Exceptions

Commitment No.: PC 54716 SECOND COMMITMENT

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

(Only an Extended Coverage Policy may eliminate Exceptions 1 through 10, provided 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, interest, 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (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.
6. 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.
7. General taxes for the year 2003, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
8. Liens and assessments of the Nampa & Meridian Irrigation District, and the rights and powers of said district as by law provided. No search made.
9. Reservations in United States Patent or State Deeds.
10. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of MAMER SUBDIVISION, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Rights of way for irrigation and drainage ditches and canals and roads, including, but not limited to Lewis Lane along the South.

(continued)

12. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded December 1, 1972 as Instrument No. 696141, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
13. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded August 6, 1974 as Instrument No. 734234, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
14. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby
- Amount: \$133,000.00
Dated: May 10, 2001
Grantor: KIRK C. HUBBARD, a individual as his sole and separate property
Trustee: PIONEER TITLE COMPANY OF CANYON COUNTY, a Idaho corporation
Beneficiary: WASHINGTON MUTUAL BANK fsb, a federal association
Recorded: May 18, 2001 as Instrument No. 200119437
(Affects both parcels)
15. Questions of survey, rights of persons in possession, material or labor liens, existence of roads, easements or ways not established, disposition of which will be determined by our inspection of the premises.

NOTE: As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject property, which have been recorded within the past 12 months:

NONE

NOTE: We have searched for tax liens and judgements against BETTE M. STOM and KIRK C. HUBBARD and find the following in the public records:

NONE

NOTE: The County Records and/or The City Engineer's Office show the address to be:

7420 E. Lewis Ln., Nampa, Idaho 83686 (Parcel I)
NNA E. Lewis Ln., Nampa, Idaho 83686 (Parcel II)

(continued)

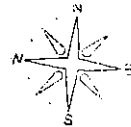
NOTE: PURSUANT TO THE STATE OF IDAHO INSURANCE REGULATIONS, A CANCELLATION FEE IS TO BE CHARGED ON ALL CANCELLED ORDERS. UNLESS OTHERWISE ADVISED, ORDERS WILL BE CONSIDERED CANCELLED SIX MONTHS AFTER THE EFFECTIVE DATE ON THE COMMITMENT. THE AMOUNT OF THE FEE ASSESSED SHALL BE IN ACCORDANCE WITH OUR RATE FILING WITH THE IDAHO DEPARTMENT OF INSURANCE.

The following page is a copy of the Canyon County Treasurer's records and is for your information only and not within the insuring provision of the Commitment or Policy.

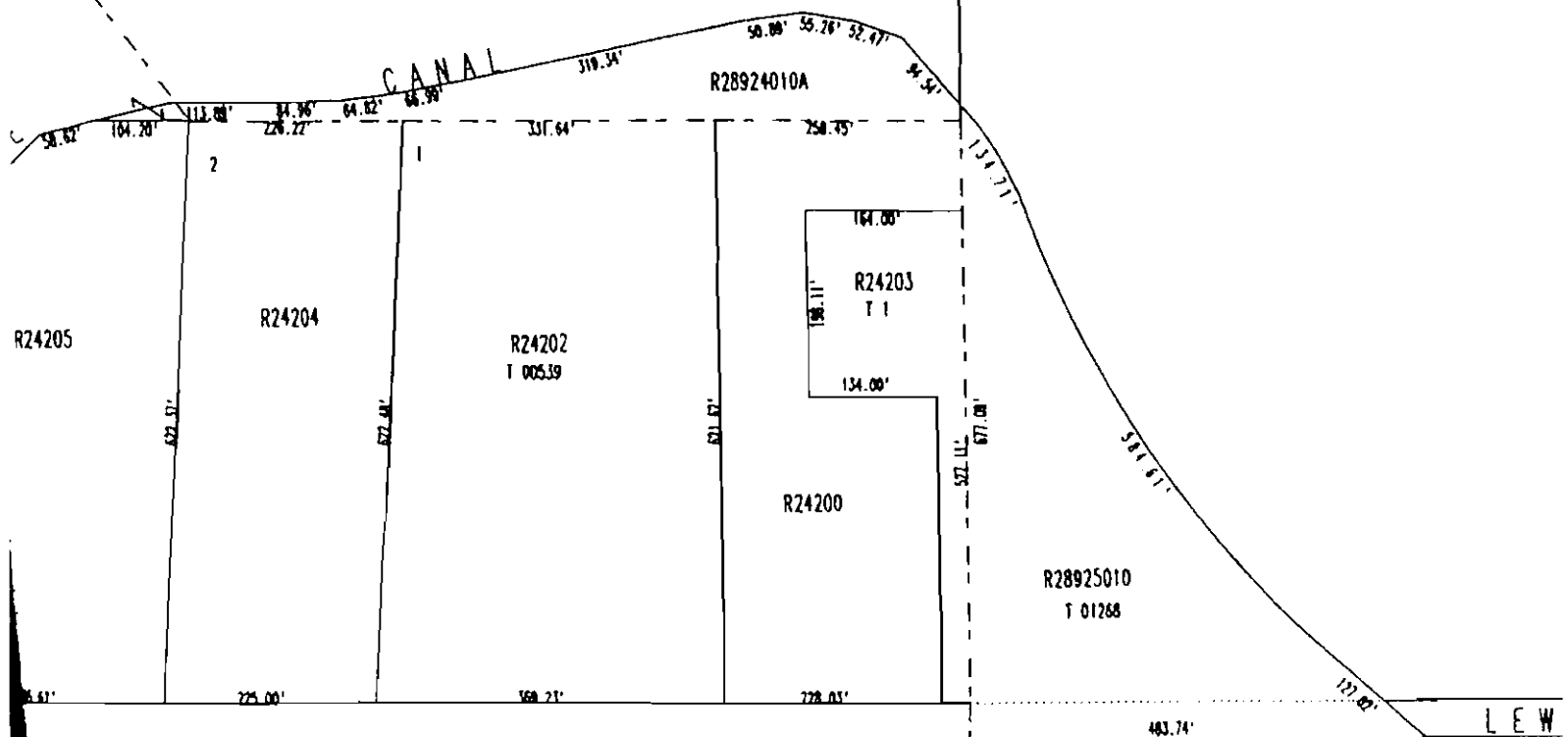
R28924010

T 26

R28925



THIS IS NOT A SURVEY. THIS MAP IS FOR
INFORMATIONAL PURPOSES ONLY. PIONEER
TITLE COMPANY MAKES NO REPRESENTA-
TIONS AS TO THE ACCURACY OF THE MAP
AND ASSUMES NO LIABILITY THEREFOR.



PLAT OF MAMER SUBDIVISION

SE 1/4 SW 1/4 B PART OF SW 1/4 SE 1/4
SECTION 8, T2N, R1W, B M

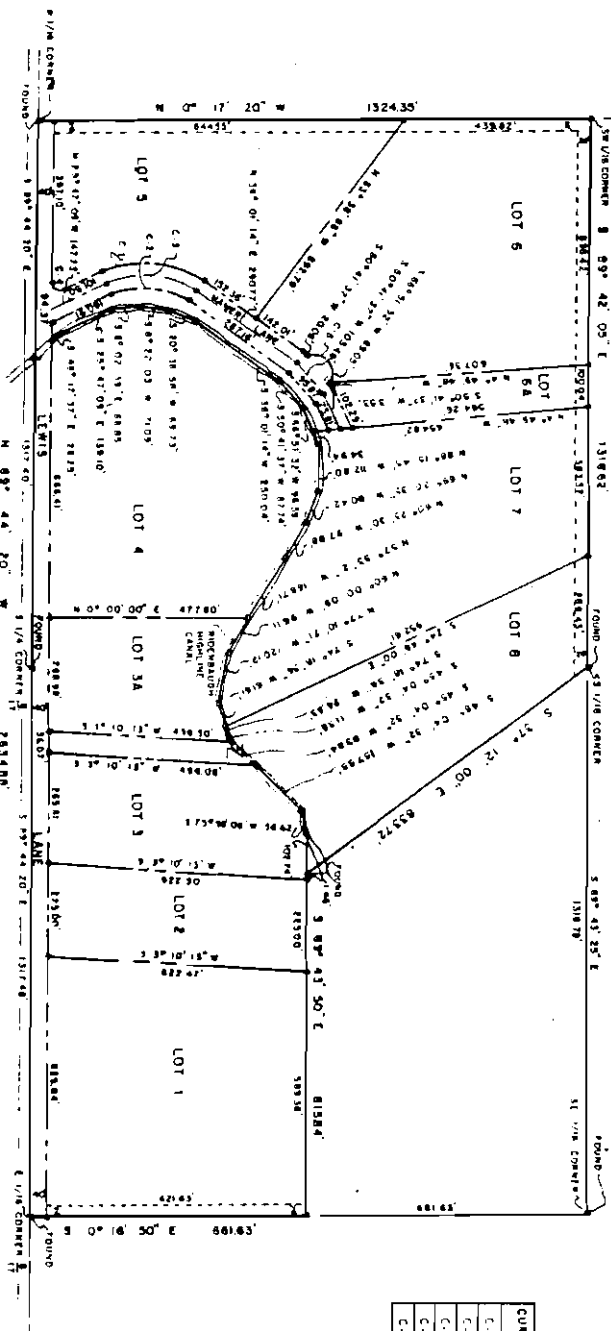
CERTIFICATE OF SURVEY

I do hereby certify that I am a professional engineer, licensed by the State of Idaho, and that this plat has been prepared from a survey made on the ground under my supervision, and that this plat is an accurate representation of said survey.

Date June 17, 1976



NORTH



LEGEND

- 5/8" REBAR
- 1/2" REBAR
- P.K. SPIKE
- PROPERTY LINES
- UNSTACKED CORNERS
- EASEMENTS FOR FUTURE ROADWAYS
- SCALE 1" = 200'

CURVE	RADIUS	TANGENT	CHORD	ANGLE	CHORD	CHORD
			LENGTH		BEARING	LENGTH
C-1	245.96	147.24	260.36	61° 48' 23"	N 57° 07' 02" E	232.86'
C-2	189.96	113.72	204.95	61° 48' 23"	N 57° 07' 02" E	193.15'
C-3	217.96	130.48	233.15	61° 48' 23"	N 57° 07' 02" E	223.81'
C-4	200.00	120.00	210.00	118° 02' 48"	N 57° 07' 02" E	403.01'
C-5	450.00	184.09	419.79	132° 31' 38"	S 50° 41' 38" W	87.43'

NOTE:

Sanitary requirements under Title 50, Chapter 13, IDAHO CODE must be complied with.

768256

FILED

WATERFURY