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AUG 20 2007

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

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, 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
PD 36-15254					
PD 36-8615					

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)

RICHARD McCLURE, JACQUELINE McCLURE
437 A GOLF COURSE RD. JEROME, ID.

4. New Owner/Claimant(s)

KURT OR LINDA B. THOMPSON

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

New Mailing Address

437 A GOLF COURSE RD.

City, State and ZIP Code

JEROME, ID. 83338

New Telephone Number

208) 324-8484

5. Date you acquired the property

5/15/97

SUPPORT DATA

IN FILE # 36-8615

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) _____
(include title if applicable)

Leah Thompson
Sandra B. Thompson

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 <i>[Signature]</i>	Date <i>8/21/07</i>	Fee <i>\$50</i>
Received by <i>[Signature]</i>	Date <i>8/21/07</i>	Receipt No. <i>50 29680</i>
Processed by _____	AJ Date _____	WR _____ Date _____

Land Title & Escrow, Inc.

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

J-24781

WARRANTY DEED

FOR VALUE RECEIVED, **RICHARD F. MCCLURE, M.D. and JACQUELINE A. MCCLURE**, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto **KURT THOMPSON AND LINDA B. THOMPSON**, husband and wife, the Grantees, whose address is 400 ^{437 A} ~~North Fillmore~~ ^{see Road} ~~Jerome, Idaho,~~ ⁸³³³⁸ the following described premises, attached hereto as Exhibit "A" and by this reference made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs, successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that the Grantors are the owners in fee simple of said premises; that said premises are free from all encumbrances except those of record or apparent and that Grantors will warrant and defend the same from all lawful claims whatsoever.

DATED this 15th day of May, 1997.

Richard F. McClure
RICHARD F. MCCLURE, M.D.

Jacqueline A. McClure
JACQUELINE A. MCCLURE

STATE OF IDAHO)
)
) : ss.
COUNTY OF Jerome)

On this 15th day of May, 1997, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **RICHARD F. MCCLURE, M.D. and JACQUELINE A. MCCLURE**, husband and wife, known to me to be the persons whose names are 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.

BECKY SHUBERT
★ NOTARY PUBLIC ★
STATE OF IDAHO

 Notary Public for Idaho
 Residing at Twin Falls Jerome
 Commission Expires: 02-05-99

LEGAL DESCRIPTION
EXHIBIT "A"

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 12: Part of the SE~~X~~NE~~X~~ described as follows:

Beginning at the East quarter corner for Section 12;
Thence South 89°46'25" West 1120.47 feet along the
Southerly boundary of SE~~X~~NE~~X~~ to THE TRUE POINT OF
BEGINNING;
Thence South 89°46'25" West 204.64 feet along said
Southerly boundary to the Southwest corner of SE~~X~~NE~~X~~;
Thence North 0°00'10" East 738.45 feet along the Westerly
boundary of SE~~X~~NE~~X~~ to a point which bears South 0°00'10"
West 581.50 feet from the Northwest corner of SE~~X~~NE~~X~~;
Thence North 89°47'09" East 351.25 feet;
Thence South 0°00'10" West 640.93 feet;
Thence Southwesterly 176.71 feet along the arc of a curve
left, having a radius of 673.50 feet and a chord of South
56°14'07" West 176.36 feet to THE TRUE POINT OF
BEGINNING.

SUBJECT TO an Access Easement over the Easterly 30.00
feet of the Northerly 93.5 feet.

TOGETHER WITH the following described Non-Exclusive
Easement for access and utility purposes:

Beginning at the East quarter corner for Section 12;
Thence North 0°03'36" West 659.66 feet along the Easterly
boundary of Section 12 to the center of a 30.00 feet, in
width, access road;
Thence South 89°47'09" West 973.14 feet along the center
of said 30.00 feet, in width, Access Easement to the
Easterly boundary of the aforesaid property.

ALSO TOGETHER WITH a 15.00 feet, in width, Irrigation
Easement for buried pipeline as follows:

Beginning at the Northeast corner for Section 12;
Thence South 0°03'36" East 1319.66 feet along the
Easterly boundary of Section 12 to the Northeast corner
of SE~~X~~NE~~X~~;
Thence South 89°47'09" West 964.91 feet along the
Northerly boundary of SE~~X~~NE~~X~~ to the center of said 15.00
feet, in width, Irrigation Easement;
Thence South 0°00'10" West 591.50 feet to the end of said
Irrigation Easement.

TOGETHER WITH all water and water rights, ditches and
ditch rights used thereon or appurtenant thereto,
including but not limited to 8.5 shares of capital stock
in North Side Canal Company, LTD.

Recording requested by:
Wells Fargo Bank, N.A.

When recorded return to:
Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107
DOCUMENT MANAGEMENT

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DEPT. OF WATER RESOURCES
SOUTHERN REGION

State of Idaho

Space above This Line For Recording Data

REFERENCE #: 20030307000129

ACCOUNT #: 0654-654-6697267-0001

SHORT FORM DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Short Form Deed of Trust ("Security Instrument") is
03/10/2003 and the parties are as follows:

TRUSTOR ("Grantor"):

KURT THOMPSON AND LINDA B. THOMPSON, HUSBAND AND WIFE

whose address is:

437A GOLF COURSE RD JEROME, ID, 83338

TRUSTEE: Wells Fargo Financial National Bank
c/o Specialize Service

401 West 24th Street, National City, CA 91950

BENEFICIARY ("Lender"): Wells Fargo Bank, N.A.
P. O. BOX 31557
BILLINGS, MT 59107

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of JEROME, State of Idaho, described as follows:
SEE EXHIBIT A

with the address of 437 A GOLF COURSE RD JEROME, ID 83338

and parcel number of RP09516E122110A

together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$228,550.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 03/05/2018.

This is Neither a Contract Document Nor a Commitment to Lend

**Applicant(s) KURT THOMPSON
LINDA B THOMPSON**

**DATE 03/10/2003
BANK'S MAILING ADDRESS:
Wells Fargo Bank, N.A.
P. O. Box 10399
Phoenix, AZ 85064**

**KURT THOMPSON
LINDA B THOMPSON**

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SOUTHERN REGION**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.789%*	*\$ 113,246.20	*\$ 228,050.00	*\$ 341,296.20

Your Payment Schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS *	WHEN PAYMENTS ARE DUE
180	\$1,896.09	Monthly Beginning 04/05/2003
	\$	
	\$	
	\$	

VARIABLE RATE FEATURE: The Annual Percentage Rate may increase if an automatic payment feature is not established or is terminated for any reason. Any increase will take the form of higher payment amounts. For example: If the interest rate increased by 0.25 % on 03/10/2003 your regular payments would increase to \$1926.71. If you are an employee receiving a discounted interest rate, disclosures about the discounted rate have been provided to you earlier.

FILING FEES: ***\$ 50.00**

INSURANCE: You may obtain property insurance from anyone you want who is acceptable to Wells Fargo Bank, N.A.

SECURITY: You are giving a security interest in: ☐ the property being purchased. ☒ residential real property.

LATE CHARGE: If a payment is more than 10 days late, you will be charged 5% of the overdue payment or \$5, whichever is greater.

PREPAYMENT: If you pay off early you ☐ may; ☒ will not have to pay a penalty.
If you pay off early you ☐ may; ☒ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: If you are purchasing your principal dwelling with the proceeds of the loan, someone buying your dwelling in the future cannot assume the remainder of the loan on its original terms. The debt is not assumable by any of your assignees.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment penalties.

ITEMIZATION OF THE AMOUNT FINANCED OF \$ 228,050.00

\$ 0.72 Amount paid to you directly () Cashier's Check
(X) Deposit to Account # **8859428750**

Amount paid on your account and/or to others on your behalf

\$ 9.00 to public officials

\$ 228,549.28 to NORWEST

\$ to

\$ to

\$ to

\$ to

\$ to

\$ to

\$ to

\$ to

\$ 500.00 Prepaid Finance Charge Total, including:

\$ 500.00 Origination Fee (payment deferred)

*** ASTERISK MEANS AN ESTIMATE**