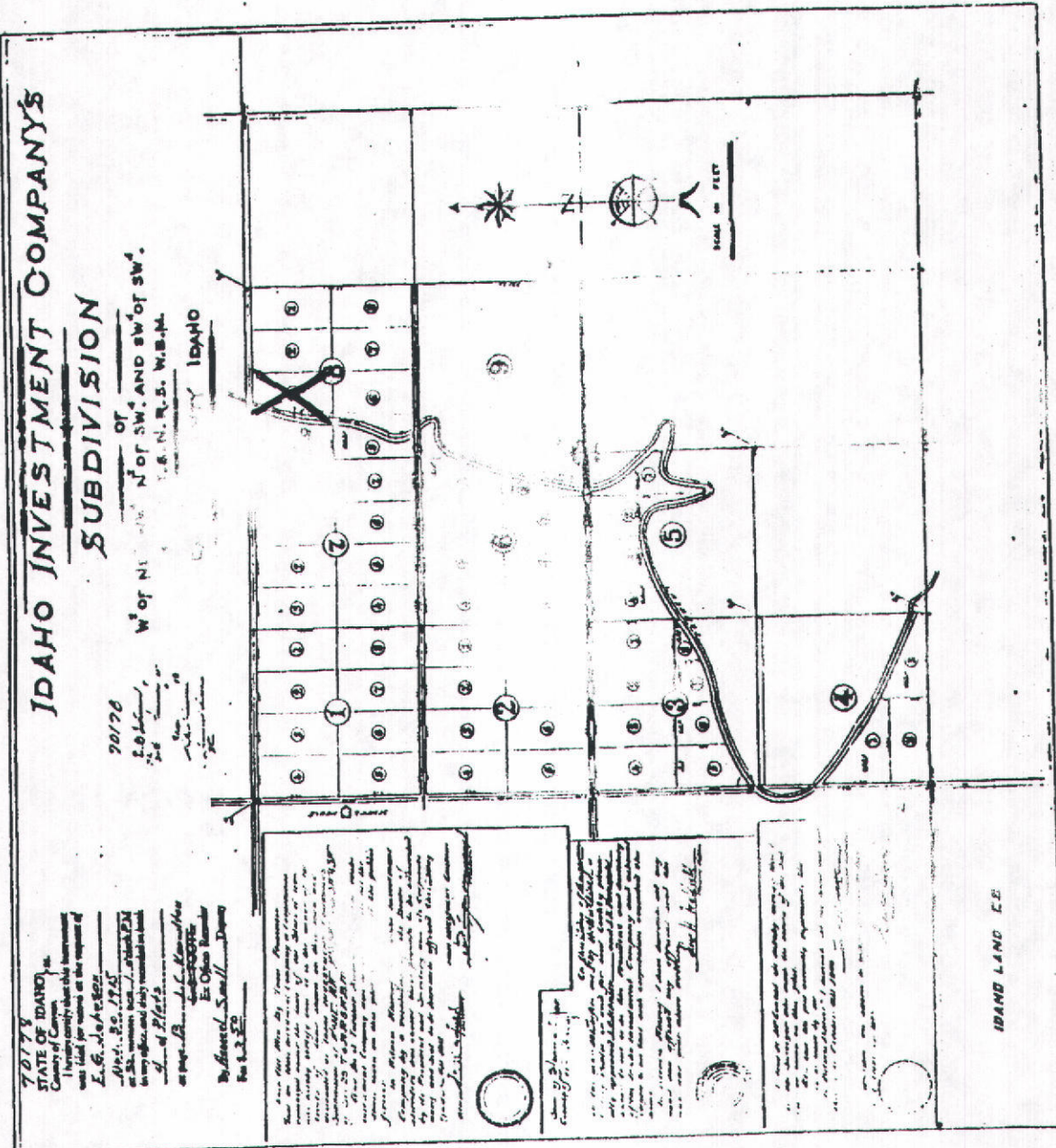




The sketch is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

CERTIFICATE, DEC 31 1960
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the Original Plan on file in the Records of Cassia County, Idaho.
J. C. Ketchum
Cassia County, Idaho

IDAHO INVESTMENT COMPANY'S SUBDIVISION IS
SECTION 36, T. 6 N., R. 6 E.

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

RECEIVED

NOV 24 1998

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

RECEIVED

NOV 25 1998

WATER RESOURCES
WESTERN REGION

1. Water Right or Adjudication Claim No(s): 63-28276
2. The following **REQUIRED** information must be submitted with this form:

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant Edmond Morel
29415 Coach Road Parma, ID 83660
4. New Owner/Claimant(s) Kenneth R. Morel
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 29415 Coach Road, Parma, ID 83660
 City, State and ZIP Code Parma, ID 83660
 New Telephone Number 208) 722-6271

5. Date you acquired the property August 29, 1995

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate five Number and type of stock none at this time

Diversion rate in CFS 0.04 Number of homes one Other uses domestic

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) Kenneth R. Morel

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at **Item 1**. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at **Item 3**.
4. The name, mailing address, and telephone number of the new owner(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6**.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

MICROFILMED
FEB 24 2004

STEWART TITLE OF CANYON COUNTY, INC.

"Setting The Standard of Quality"

To: KEN MOREL
29415 COACH ROAD
PARMA, ID 83660

Date: September 11, 1995

Escrow No.: 95011064-KE

In connection with the above referenced transaction, we enclose the following:

- () Our check in the amount \$
- (X) Original Deed recorded August 29, 1995
as Instrument No. 9524039
- (X) Title Insurance Policy No. 0-9993476441
- () Original Deed of Trust recorded
as Document No.

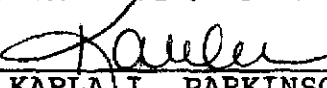
"THANK YOU" for the privilege of serving you. Please remember to designate STEWART TITLE OF CANYON COUNTY, INC. in your next title or escrow closing transaction.

If you should have any questions or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

STEWART TITLE OF CANYON COUNTY, INC.

By:


KARLA I. PARKINSON, ESCROW ASST.

Enclosure(s)

MICROFILMED
FEB 24 2004

INSTRUMENT NO. 9524039

xHRM.

PERSONAL REPRESENTATIVE DEED

STC 95011064 KE

THIS DEED is made the 23rd day of August, 1995, between DONALD A. MOREL, Personal Representative of the estate of THERESA A. MOREL, deceased, herein referred to as Grantor, and KENNETH R. MOREL, a single man, of 29415 Coach Road, Parma, Idaho 83660 hereinafter referred to as Grantee.

For value received, Grantor does hereby convey unto Grantee, the following described premises in Canyon County, Idaho, to wit:

Lot 3 of Block 8 of Idaho Investment Company's Subdivision of Lots 1 and 2, and the E1/2NW1/4, the NE1/4SW1/4, the SW1/4NE1/4, and the W1/2NW1/4 of Section 19, T 6 N, R 5 W, BM, Canyon County, Idaho,

TOGETHER with all water, water rights, ditches and rights of way for ditches appurtenant thereto, including 2.5 shares of stock in the FARMERS CO-OPERATIVE DITCH COMPANY.

Together with all appurtenances thereto, all the estate, right, title, interest, property, possession, claim and demand whatsoever both in law and equity which the decedent had in decedent's lifetime and at the time of decedent's death, and which the Personal Representative has, by virtue of the issuance to Personal Representative of Letters Testamentary, or otherwise, of, in and to the above-granted premises.

To have and to hold the above-granted premises, together with the appurtenances, and every part thereof, to Grantee, Grantee's heirs and assigns, forever.

Grantor, for Grantor, Grantor's heirs, executors and administrators, agree with Grantee that Grantor is lawfully the Personal Representative of the estate of decedent, and has the power to convey as aforesaid, and that Grantor has been appointed said Personal Representative in the Third District Court (Magistrate Division), Canyon County, Idaho on September 23, 1994.

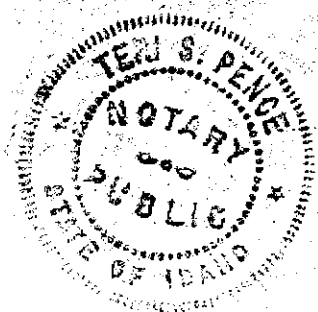
IN WITNESS WHEREOF, Grantor has executed this deed the day and year first above written.

Donald A. Morel
GRANTOR

Perfile at Canyon County Assessor's Office
T 6 N, R 5 W, S 19 - SE - Harri Lynn
8-29-94

STATE OF IDAHO)
 County of Bannock : ss.
 County of Canyon)

On the 23rd day of August, 1995, before me,
the undersigned, a notary public for said state,
 personally appeared before me, DONALD A. MOREL, known or identi-
 fied to me to be the person whose name is subscribed to the
 within instrument as the personal representative of the estate of
 THERESA A. MOREL, who acknowledged to me that he executed the
 same as such personal representative.



Teri S. Pence
 Notary Public for Idaho
 Residing at: Paradise
 My commission expires: 12-10-99

9524039

RECORDED

'95 AUG 29 AM 11 50

NEED J. KERR

CANYON COUNTY RECORDER
BY McLaughlinREQUEST STEWART - CALDWELLTYPE Deed FEE 6.00

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

Stewart Morris Jr.
Chairman of the Board

Malcolm S. Morris
President

Countersigned:

Patricia R. Williams
Authorized Signatory

Company

City, State

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

MICROFILMED

FEB 24 2004

Premium Amount: \$ 495.00

S C H E D U L E - A

Order No.: ST-95011064-KE

Policy No.: O-9993-476441

Date of Policy: AUGUST 29, 1995 at 11:15 A.M.

Amount of Insurance: \$ 80,000.00

1. Name of Insured:

KENNETH R. MOREL

2. The estate or interest in the land described herein and which is covered by this Policy is:

FEE SIMPLE

3. The estate or interest referred to herein is at the date of policy vested in:

KENNETH R. MOREL, a single man

4. The land referred to in this Policy is situate in State of IDAHO, County of CANYON:

Lot 3 in Block 8 of IDAHO INVESTMENT COMPANY'S SUBDIVISION, according to the Official Plat thereof, filed in Book 1 of Plats at page 25B, records of Canyon County, Idaho.

END OF SCHEDULE A

SCHEDULE B - PART 1

ORDER NO.: ST-95011064-KE

POLICY NO.: O-9993-476441

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

[Printed Exceptions]

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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the 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.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

[Special Exceptions]

7. General Taxes for the year 1995, a Lien but not yet due and payable.
8. Ditch, Road and Public Utility Easements as the same may exist over said premises.
9. A Deed of Trust, and the terms and conditions thereof:
Stated Amount \$83,500.00
Grantor Kenneth R. Morel, an unmarried person
Trustee Stewart Title of Canyon County
Beneficiary Bank of America Oregon, a State Chartered Bank
Dated August 17, 1995
Recorded August 29, 1995
Instrument No. 9524040

MICROFILMED

FEB 24 2004

ATTACHED TO AND MADE A PART OF STEWART
TITLE GUARANTY COMPANY POLICY NO.: O- 9993-476441

Order No.: ST-95011064-KE

Assignment of Deed of Trust
Assigned to Bank of America National Trust and Savings
Association
Dated August 17, 1995
Recorded August 29, 1995
Instrument No. 9524041

END OF SCHEDULE B-1

-2-

MICROFILMED

FEB 24 2004

02102
F. O. L. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915,

[Faint, mostly illegible handwritten notes on lined paper.]

The sketch is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

CENTRAL, DEC 22 1960
I am very sorry that this document was returned to me by Registered Post as it is in the hands of Customs.
M. N. D.

MICROFILMED
FEB 24 2004

Sec. 19 6N 5W SEY4
(NWY4)

S

Idaho Investment Company

1/4

19 3

COACH RD.

25' 25'

4

3

4

3

8

Ada Ln

↑
N

5

6A

6

MICROFILMED

FEB 24 2004

230'

13.59

STEWART TITLE OF CANYON COUNTY, INC.

"Setting The Standard of Quality"

To: KEN MOREL
29415 COACH ROAD
PARMA, ID 83660

Date: September 11, 1995

Escrow No.: 95011064-KE

In connection with the above referenced transaction, we enclose the following:

- () Our check in the amount \$
- (X) Original Deed recorded August 29, 1995
as Instrument No. 9524039
- (X) Title Insurance Policy No. 0-9993476441
- () Original Deed of Trust recorded
as Document No.

"THANK YOU" for the privilege of serving you. Please remember to designate STEWART TITLE OF CANYON COUNTY, INC. in your next title or escrow closing transaction.

If you should have any questions or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

STEWART TITLE OF CANYON COUNTY, INC.

By: Karla I. Parkinson
KARLA I. PARKINSON, ESCROW ASST.

Enclosure(s)

Copies

INSTRUMENT NO. 9524039

x K.R.M.

PERSONAL REPRESENTATIVE DEED

STC 95011064 K2

THIS DEED is made the 23rd day of August, 1995, between DONALD A. MOREL, Personal Representative of the estate of THERESA A. MOREL, deceased, herein referred to as Grantor, and KENNETH R. MOREL, a single man, of 29415 Coach Road, Parma, Idaho 83660 hereinafter referred to as Grantee.

For value received, Grantor does hereby convey unto Grantee, the following described premises in Canyon County, Idaho, to wit:

Lot 3 of Block 8 of Idaho Investment Company's Subdivision of Lots 1 and 2, and the E1/2NW1/4, the NE1/4SW1/4, the SW1/4NE1/4, and the W1/2NW1/4 of Section 19, T 6 N, R 5 W, BM, Canyon County, Idaho,

TOGETHER with all water, water rights, ditches and rights of way for ditches appurtenant thereto, including 2.5 shares of stock in the FARMERS CO-OPERATIVE DITCH COMPANY.

Together with all appurtenances thereto, all the estate, right, title, interest, property, possession, claim and demand whatsoever both in law and equity which the decedent had in decedent's lifetime and at the time of decedent's death, and which the Personal Representative has, by virtue of the issuance to Personal Representative of Letters Testamentary, or otherwise, of, in and to the above-granted premises.

To have and to hold the above-granted premises, together with the appurtenances, and every part thereof, to Grantee, Grantee's heirs and assigns, forever.

Grantor, for Grantor, Grantor's heirs, executors and administrators, agree with Grantee that Grantor is lawfully the Personal Representative of the estate of decedent, and has the power to convey as aforesaid, and that Grantor has been appointed said Personal Representative in the Third District Court (Magistrate Division), Canyon County, Idaho on September 23, 1994.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year first above written.

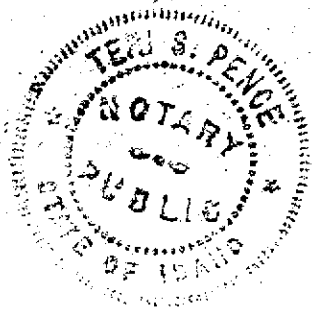
Donald A. Morel
GRANTOR

Perfile of Canyon County Address Office
T 6 N, R 5 W, S 19 - S 2 - Kari Lynn 11-29-04

STATE OF IDAHO)

County of Bannock : ss.
Canyon)

On the 23rd day of August, 1995, before me,
the undersigned, a notary public for said state,
personally appeared before me, DONALD A. MOREL, known or identi-
fied to me to be the person whose name is subscribed to the
within instrument as the personal representative of the estate of
THERESA A. MOREL, who acknowledged to me that he executed the
same as such personal representative.



Terri S. Pence
Notary Public for Idaho
Residing at: Postells
My commission expires: 12-10-99

9524039

RECORDED

'95 AUG 29 AM 11 50

NED J. KERR

CANYON COUNTY RECORDER
BY [Signature]REQUEST STEWART - CALDWELL
TYPE Deed FEE 4.00

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

Stewart Morris Jr.
Chairman of the Board

Malcolm S. Morris
President

Countersigned:

Patricia R. Williams
Authorized Signatory

Company

City, State

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

(i) to timely record the instrument of transfer; or

(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Premium Amount: \$ 495.00

S C H E D U L E - A

Order No.: ST-95011064-KE

Policy No.: O-9993-476441

Date of Policy: AUGUST 29, 1995 at 11:15 A.M.

Amount of Insurance: \$ 80,000.00

1. Name of Insured:

KENNETH R. MOREL

2. The estate or interest in the land described herein and which is covered by this Policy is:

FEE SIMPLE

3. The estate or interest referred to herein is at the date of policy vested in:

KENNETH R. MOREL, a single man

4. The land referred to in this Policy is situate in State of IDAHO, County of CANYON:

Lot 3 in Block 8 of IDAHO INVESTMENT COMPANY'S SUBDIVISION, according to the Official Plat thereof, filed in Book 1 of Plats at page 25B, records of Canyon County, Idaho.

END OF SCHEDULE A

SCHEDULE B - PART 1

ORDER NO.: ST-95011064-KE

POLICY NO.: O-9993-476441

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

[Printed Exceptions]

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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the 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.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

[Special Exceptions]

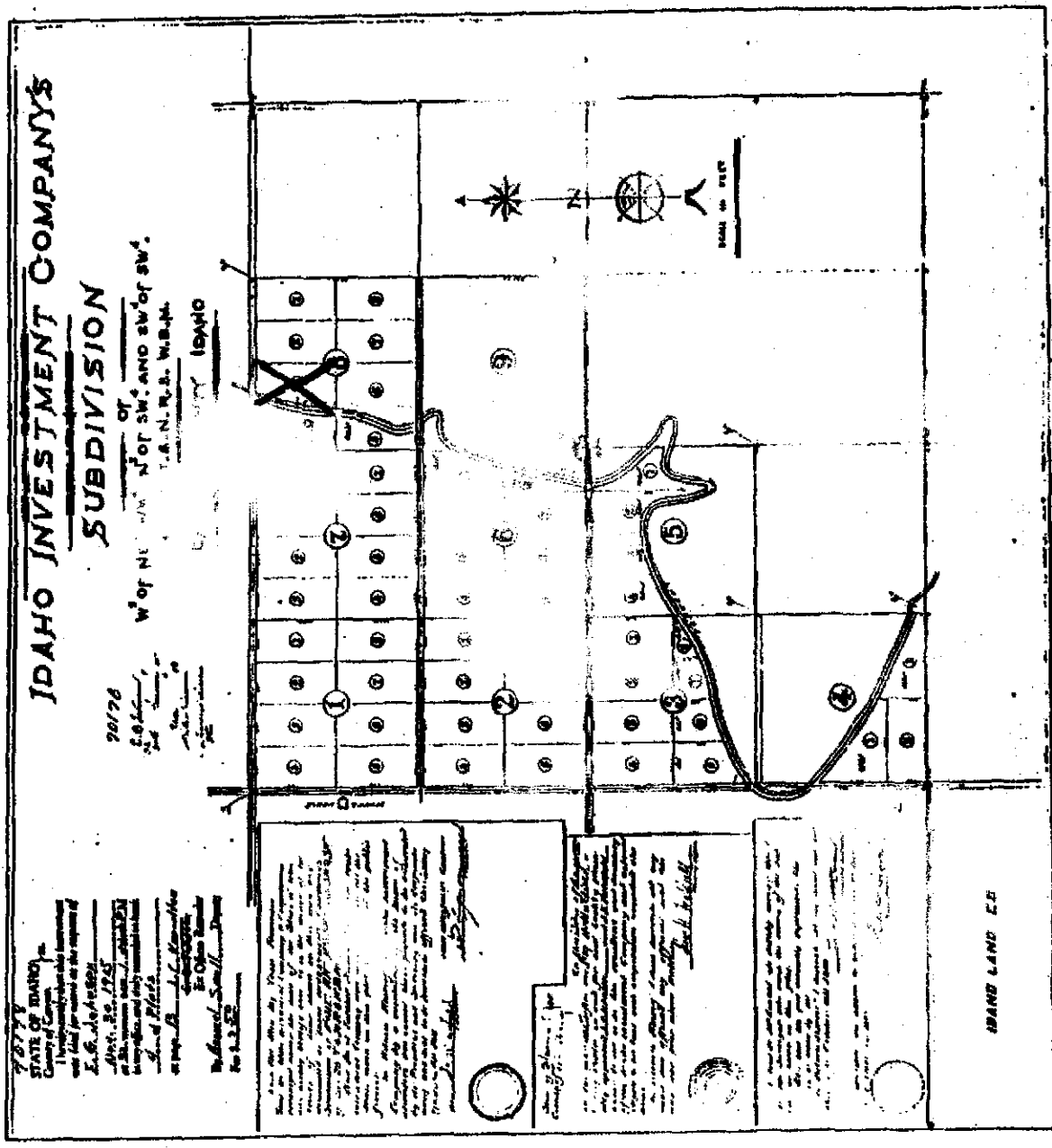
7. General Taxes for the year 1995, a Lien but not yet due and payable.
8. Ditch, Road and Public Utility Easements as the same may exist over said premises.
9. A Deed of Trust, and the terms and conditions thereof:
Stated Amount \$83,500.00
Grantor Kenneth R. Morel, an unmarried person
Trustee Stewart Title of Canyon County
Beneficiary Bank of America Oregon, a State Chartered Bank
Dated August 17, 1995
Recorded August 29, 1995
Instrument No. 9524040

ATTACHED TO AND MADE A PART OF STEWART
TITLE GUARANTY COMPANY POLICY NO.: O- 9993-476441

Order No.: ST-95011064-KE

Assignment of Deed of Trust
Assigned to Bank of America National Trust and Savings
Association
Dated August 17, 1995
Recorded August 29, 1995
Instrument No. 9524041

END OF SCHEDULE B-1



The sketch is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

CERTIFICATE, DEC 21 1917
I, the undersigned, being a duly qualified surveyor in the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original map on file in the office of the State Engineer at Boise, Idaho, and that the same is a true and correct copy of the original map on file in the office of the State Engineer at Boise, Idaho.

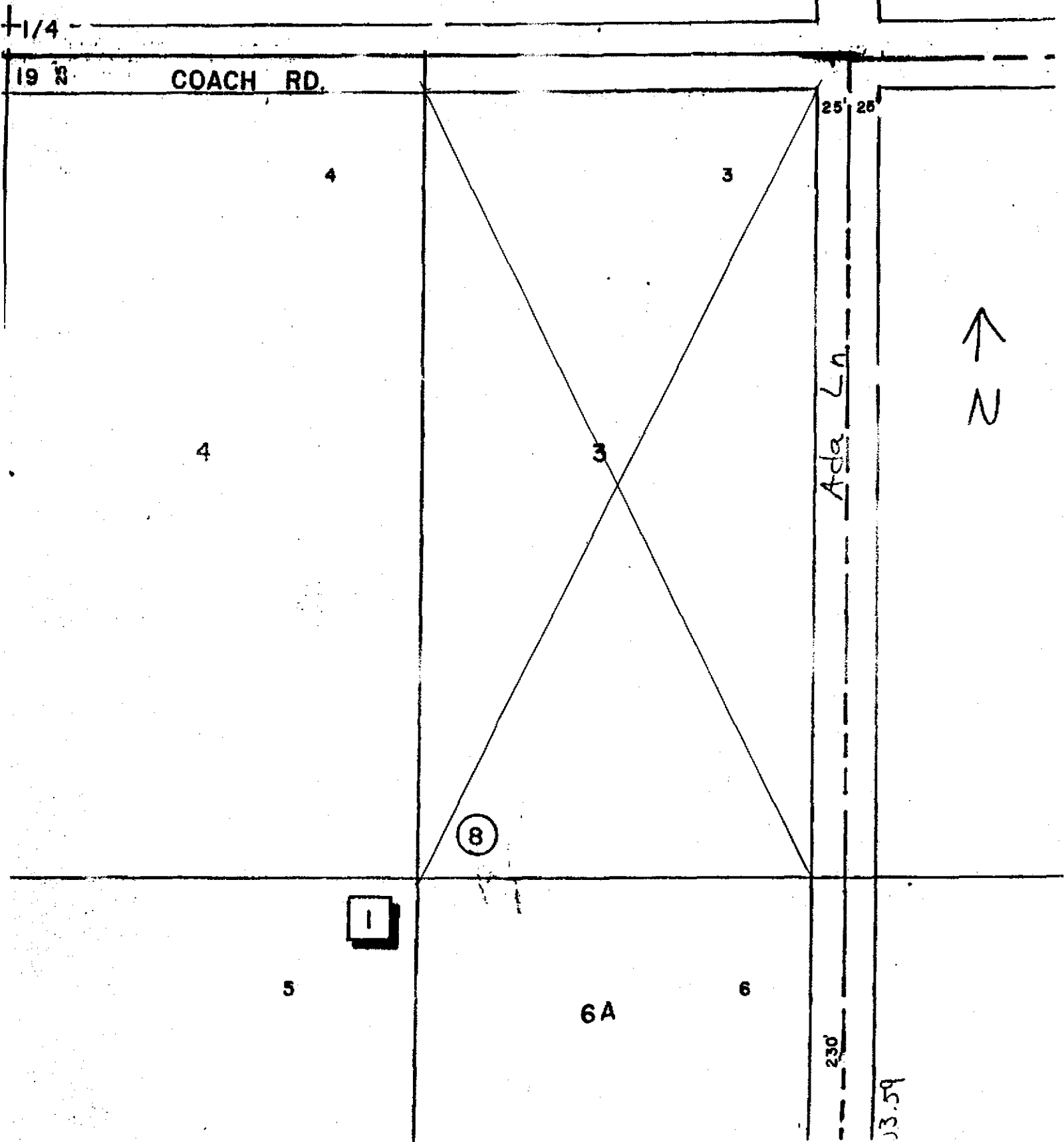
IDAHO INVESTMENT COMPANY'S SUBDIVISION
SECTION 20, T.4 N., R.2 E., S.1 N.

APPROXIMATE SCALE 1 INCH = 40 FEET

Sec. 19 6N 5W SEY4
(NWY4)

Idaho Investment Company

S



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-28276

NAME AND ADDRESS: EDMOND MOREL
29415 COACH RD
PARMA, ID 83660

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 03/10/1938

POINT OF DIVERSION: T06N R05W S19 NWSE Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic Within Canyon County
T06N R05W S19 NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

MICROFILMED

FEB 24 2004



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 29, 2004

KENNETH R MOREL
29415 COACH RD
PARMA ID 83660

RE: Change of Ownership for Water Right 63-28276

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED
FEB 24 2004