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APR 04 2000

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Eastern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

Incomplete forms will be returned.

1. Water Right Number(s) A21-10151
Adjudication Claim Number(s) _____

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

3. Name and Address of Former Owner/Claimant(s) RUBY PERRY
3389 HWY 20 SOUTH, ASHTON, ID. 83420

4. New Owner/Claimant(s) NICHOLAS ALAN HOLMES AND ROXANNA LYNN HOLMES

Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/ORNew Mailing Address P.O. Box 549, ASHTON, ID. 83420City, State and ZIP Code ASHTON, ID. 83420New Telephone Number (208) 652-3955

5. Date you acquired the property DEC 6, 1996

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 actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) Nicholas Alan Holmes Date 4-1-00
Roxanna Lynn Holmes Date 4/1/2000

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

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

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, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

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 believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of 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. If the property you have purchased is only a portion of the property owned by the former owner/seller, 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, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (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

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

RECEIVED

JUL 27 1995

DEPARTMENT OF
WATER RESOURCES

13 0043 106 00000671

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri 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, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:
ALLIANCE TITLE AND
ESCROW CORPORATION
130 E. MAIN STREET
REXBURG, ID 83440
(208) 356-9324

CHICAGO TITLE INSURANCE COMPANY
By:

Richard L. Polla
President



By:

Thomas J. Adams
Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

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:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) 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:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE A

Office File Number: 29-20820-H

Policy Number: 13 0043 106 00000671

Date of Policy: December 06, 1996, at 16:51

Amount of Insurance: \$89,500.00

Premium: \$520.00

1. Name of Insured:

NICHOLAS ALAN HOLMES and ROXANNA LYNN HOLMES, husband and wife

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

NICHOLAS ALAN HOLMES and ROXANNA LYNN HOLMES, husband and wife

4. The land referred to in this policy is described as follows:

CONTINUED ON NEXT PAGE

EAST 130 RODS OF THE SE¼ WEST OF HIGHWAY, SECTION 3, TOWNSHIP 8 NORTH, RANGE 42 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO, TOGETHER WITH A ROADWAY EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PARCEL, RUNNING FROM U.S. HIGHWAY 20-191 WHICH HAS BEEN GRANTED TO GRANTORS' PREDECESSORS BY THE STATE OF IDAHO.

TOGETHER WITH 38 SHARES OF CAPITAL STOCK OF FARMERS OWN DITCH COMPANY LTD. AND ALL FREMONT-MADISON STORAGE WATER APPERTAINING.

LESS: COMMENCING AT A POINT 100 FEET WEST OF THE SOUTHEAST CORNER OF THE NE¼ OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 42 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO, WHICH IS AT THE HIGHWAY FENCE WEST OF U.S. 191-20 WHICH IS THE TRUE POINT OF BEGINNING, THENCE WEST 400 FEET; THENCE SOUTH 225 FEET; THENCE EAST 300 FEET MORE OR LESS TO THE ABOVE FENCE; THENCE NORTHEASTERLY ALONG THE SAID FENCE TO THE POINT OF BEGINNING.

ALSO LESS: BEGINNING AT A POINT THAT IS SOUTH 89°39'34" EAST 468.27 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 42 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO AND RUNNING THENCE SOUTH 89°51'59" EAST 1148.92 FEET; THENCE SOUTH 17°15'40" EAST 42.74 FEET; THENCE SOUTH 58°06'14" WEST 356.98 FEET; THENCE SOUTH 80°51'26" WEST 192.32 FEET; THENCE SOUTH 54°15'18" WEST 163.46 FEET; THENCE SOUTH 12°16'39" WEST 71.43 FEET; THENCE SOUTH 28°23'51" EAST 961.81 FEET; THENCE SOUTH 40°36'45" WEST 1477.74 FEET; THENCE NORTH 0°23'23" WEST 2395.88 FEET TO THE POINT OF BEGINNING.

ALSO LESS: COMMENCING AT A POINT 100 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 42 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO, WHICH IS AT THE HIGHWAY FENCE WEST OF U.S. 191-20 WHICH IS THE TRUE POINT OF BEGINNING; THENCE WEST 600 FEET; THENCE SOUTHEASTERLY 300 FEET TO THE SOUTH CORNER OF A LOAFING SHED WHICH IS A POINT 200 FEET WEST OF THE FENCE LOCATED ON THE WEST EDGE OF HIGHWAY 191-20; THENCE EAST 200 FEET MORE OR LESS TO THE ABOVE DESCRIBED FENCE; THENCE NORTHEASTERLY ALONG SAID FENCE TO THE POINT OF BEGINNING.

LESS: COMMENCING AT A POINT 80 FEET WEST OF THE SOUTHEAST CORNER OF THE NE¼ OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 42 EAST, BOISE MERIDIAN, FREMONT COUNTY, IDAHO, WHICH IS A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. 191-20 WHICH IS THE TRUE POINT OF BEGINNING, THENCE WEST 620 FEET; THENCE SOUTHEASTERLY 300 FEET TO THE SOUTH CORNER OF A LOAFING SHED WHICH IS A POINT APPROXIMATELY 220 FEET WEST OF THE WEST LINE OF THE STATE OF IDAHO HIGHWAY 191-20 RIGHT-OF-WAY; THENCE EAST 220 FEET MORE OR LESS TO THE ABOVE WEST LINE OF THE STATE OF IDAHO RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

SCHEDULE A

Owner Form

OWNER.POL
9/19/96

Valid Only If Schedule B and Policy Cover Are Attached

SCHEDULE B

Policy Number: 13 0043 106 00000671

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

- (1) Rights or claims of parties in possession now shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- (6) Taxes or special 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 the public records.

Special Exceptions:

7. Taxes, including any assessments collected therewith, for the year 1996 which are a lien not yet payable.
8. Levies and assessments of the **Fremont-Madison** Irrigation District, and the rights, powers and easements of said district as by law provided. (Which are current at this time.)
9. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted to: **Utah Power & Light**
Purpose: **Public Utilities**
Recorded: **April 26, 1963**
Instrument No.: **299634** of Official Records

10. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: **State of Idaho**

Purpose: **Roadway Easement**

Recorded: **September 26, 1962**

Instrument No.: **298142** of Official Records

END OF SCHEDULE B



Authorized Signatory

SCHEDULE B (STANDARD COVERAGE)

Owner Form.

OWNER.POL

9/19/96

OFFICIAL DEED

FOR VALUE RECEIVED, Baby O. Perry of Box 457, Ashton, Idaho 83420, the Grantor, does hereby grant, bargain, sell and convey unto Terrell Perry, Bill Perry, Norma Challenger, Hye Nystrom and Clayton Perry as Tenants in Common, of Terrell Perry of Box 212, Ashton, Idaho 83420, the Grantees, the following described premises, to-wit:

That 1/36 Acre of the SE 1/4 West of Highway, Section 3, Township 8 N., Range 42 E.B.M., Fremont County, Idaho.

LESS TAX NO. 12: Commencing at a point 100 feet West of the southeast corner of the NE 1/4 of Section 3, Township 8 N., Range 42 E.B.M., Fremont County, Idaho, which is at the Highway fence west of U.S. 191-20 which is the true point of beginning, thence west 400 feet; thence south 225 feet; thence east 300 feet more or less to the above fence; thence northeasterly along the said fence to the point of beginning.

ALSO LESS TAX NO. 13: Beginning at a point that is south 89° 59' 34" east 408.77 feet from the northwest corner of the southeast quarter of Section 3, Township 8 North, Range 42 E.B.M., Fremont County, Idaho, and running thence south 89° 51' 59" east 1148.92 feet; thence south 17° 15' 40" east 42.74 feet; thence south 58° 06' 14" west 356.98 feet; thence south 86° 51' 26" west 192.32 feet; thence south 54° 15' 18" west 163.46 feet; thence south 12° 16' 30" west 71.41 feet; thence south 28° 23' 51" east 961.81 feet; thence south 41° 36' 46" west 1177.74 feet; thence north 0° 23' 23" west 2395.88 feet to the point of beginning.

ALSO LESS TAX NO. 14: Commencing at a point 100 feet west of the southeast corner of the northeast quarter of Section 3, Township 8 North, Range 42 E.B.M., which is at the highway fence west of U.S. 191-20 which is the true point of beginning, thence west 600 feet; thence southeasterly 300 feet to the south corner of a loading shed which is a point 200 feet west of the fence located on the West edge of highway 191-20, thence east 300 feet more or less to the above described fence; thence northeasterly along said fence to the point of beginning.

Together with all and singular the covenants, hereditaments and appurtenances thereto belonging or in any way appertaining.

These premises are subject to all easements, roadways and rights-of-way of record or visible on the premises.

Dated this 17 day of February, 1995.

Subscribed by the _____
 At _____ Day _____ 1995
 At _____ County _____
 My Comm. Expires _____
 Notary Public for the State of Idaho

Terrell A. Perry
 ATTY IN FACT

ALLIANCE

TITLE & ESCROW CORP.

December 27, 1996

Order No: 29-20820-H
RE: PERRY/HOLMES

NICHOLAS ALAN HOLMES
3389 SOUTH HIGHWAY 20
ASHTON ID 83420

In connection with the above transaction, we enclose:

X Standard Coverage Owner's Policy No. 13 0043 106 00000671

X Warranty Deed No. 444100

"THANK YOU" for the privilege of serving you. Please remember to designate Alliance Title & Escrow Co. 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,

Alliance Title & Escrow Co.

By: *Donna Abover*

TRANS-O-CRS



130 EAST MAIN • P.O. Box 732 • REXBURG, ID 83440
208.356.9323 • FAX 208.356.9325 • 1.800.657.6364

WARRANTY DEED

FOR VALUE RECEIVED, Terrell Perry and Anita Perry, husband and wife, Bill Perry and Beverly Perry, husband and wife, Leo Gallagher and Norma Gallagher, husband and wife, Daryl Nystrom and Faye Nystrom, husband and wife, and Clayton Perry and Nona Perry, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto Nicholas Alan Holmes and Roxanna Lynn Holmes, husband and wife whose mailing address is 3389 South Highway 20, Ashton, Idaho 83420, the Grantees, the following described premises located in Fremont County, Idaho, to-wit:

East 130 rods of the SE1/4 West of highway, Section 3, Township 8 north, Range 42 East, Boise Meridian, Fremont County, Idaho together with a roadway easement for ingress and egress to the above described parcel, running from U.S. Highway 20-191 which has been granted to Grantors' predecessors by the State of Idaho.

~~Together with 38 shares of capital stock of Farmers Own Ditch Company LTD. and all Fremont-Madison storage water appertaining.~~

LESS: Commencing at a point 100 Feet west of the southeast corner of the NE1/4 of Section 3, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho which is at the highway fence west of U.S. 191-20 which is the true point of beginning, thence west 400 feet; thence south 225 feet; thence east 300 feet more or less to the above fence; thence northeasterly along the said fence to the point of beginning.

ALSO LESS: Beginning at a point that is south 89°39'34" east 468.27 feet from the northwest corner of the southeast quarter of Section 3, Township 8 north, Range 42 East, Boise Meridian, Fremont County, Idaho and running thence south 89°51'59" east 1148.92 feet; thence south 17°15'40" east 42.74 feet; thence south 58°06'14" west 356.98 feet; thence south 80°51'26" west 192.32 feet; thence south 54°15'18" west 163.46 feet; thence south 12°16'39" west 71.43 feet; thence south 28°23'51" east 961.81 feet; thence south 40°36'45" west 1477.74 feet; thence north 0°23'23" west 2395.88 feet to the point of beginning.

ALSO LESS: Commencing at a point 100 feet west of the southeast corner of the northeast quarter of Section 3, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, which is at the highway fence west of U.S. 191-20 which is the true point of beginning; thence west 600 feet; thence southeasterly 300 feet to the south corner of a loafing shed which is a point 200 feet west of the fence located on the west edge of highway 191-20; thence east 200 feet more or less to the above described fence; thence northeasterly along said fence to the point of beginning.

ALSO LESS: Commencing at a point 80 feet West of the Southeast Corner of the Northeast Quarter of Section 3, Township 8 North, Range 42 East, Boise Meridian, which is a point on the west right-of-way line of U S 191-20 which is the true point of beginning, thence west 620 feet; thence southeasterly 300 feet to the south corner of a loafing shed which is a point approximately 220 feet west of the west line of the State of Idaho highway 191-20 right-of-way; thence east 220 feet more or less to the above west line of the State of Idaho right-of-way; thence northeasterly along said right-of way to the point of beginning.

These premises are subject to a Utah Power and Light easement recorded April 26, 1963 as Instrument No. 299634 of the records of Fremont County, Idaho.

These premises are also subject to a roadway easement granted to the State of Idaho dated September 26, 1962 as Instrument No. 298142 of the records of Fremont County, Idaho.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or appertaining, SUBJECT HOWEVER, to all easements and rights of way appearing on such premises or of record, reservations in favor of the United States or the State of Idaho.

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

Dated this 6th day of December, 1996.

GRANTOR

Terrell Perry
TERRELL PERRY

Bill Perry
BILL PERRY

Norma Gallagher
NORMA GALLAGHER

Faye Nystrom
FAYE NYSTROM

Clayton Perry
CLAYTON PERRY

GRANTOR

Anita Perry
ANITA PERRY

Beverly Perry
BEVERLY PERRY

Leo Gallagher
LEO GALLAGHER

Daryl Nystrom
DARYL NYSTROM

Nona Perry
NONA PERRY

STATE OF IDAHO

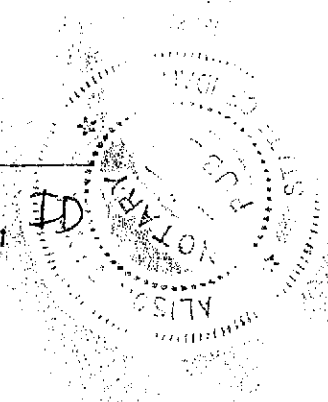
County of Madison

)
) ss.
)

On this 6th day of December, 1996, before me a notary public for the State of Idaho, personally appeared Terrell Perry and Anita Perry, husband and wife, Bill Perry and Beverly Perry, husband and wife, Leo Gallagher and Norma Gallagher, husband and wife, Daryl Nystrom and Faye Nystrom, husband and wife, and Clayton Perry and Nona Perry, husband and wife, known or identified to me to be the persons who executed the instrument, and acknowledged to me that they executed the same.

Microfilm No. 444/100
Day Dec 19 96
At 16:51 O'clock P M
MICKIE FUNKE
FREMONT CO RECORDER
Fee \$ 6 Deputy
Recorded At ALLIANCE TITLE AND ESCROW

Alison Banta
Notary Public for Idaho
Residing at: St Anthony, ID
Commission Exp: 11-99



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 21-10151

NAME AND ADDRESS: RUBY PERY
PO BOX 457
ASHTON, ID 83420

COPY

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 10/01/1973

POINT OF DIVERSION: T08N R42E S03 SWSWSE Within Fremont County

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

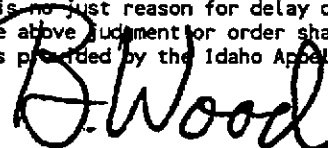
PLACE OF USE: Domestic T08N R42E S03 SWSE Within Fremont County

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.

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

July 27, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

NICHOLAS ALAN HOLMES
ROXANNA LYNN HOLMES
PO BOX 549
ASHTON ID 83420

RE: Change of Ownership for Water Right 21-10151

Dear Water Right Holder(s):

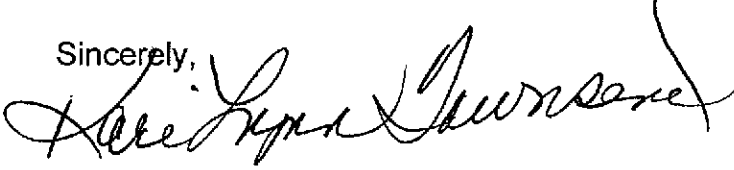
The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Also enclosed is a packet of miscellaneous data including a share certificate for 38 shares from Farmers Own Ditch Company.

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,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

RECEIVED

JUL 27 2005

DEPARTMENT OF
WATER RESOURCES

July 25, 2005

Nicholas Holmes
PO Box 549
Ashton, Idaho 83420
208-313-3213

State of Idaho
Department of Water Resources
RE: Change of ownership for Right No. 21-10151

Attention: Kandice Mcdermott or Kylin Townsend,

Included are a quit claim Deed for Ruby Perry transferring the property to her children. Title insurance policy No. 13 0043 106 00000671, Warranty Deed No. 444100, Legal Description of property including 38 shares of capitol stock of Farmers Own Ditch Company LTD. Signed by Ruby Perry's children. Also includes SCHEDULE B Exceptions from coverage.

I hope this is enough information for you to finally complete this change of ownership after only 9 years.

Respectfully,



Nicholas Holmes



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

~~May 25, 2005~~ June 27, 2005

2nd Request!

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

NICHOLAS ALAN HOLMES
ROXANNA LYNN HOLMES
PO BOX 549
ASHTON ID 83420

RE: Change in Ownership for Water Right No. 21-10151

Dear Mr. & Mrs. Holmes:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

- ☒ **Evidence of Water Right Ownership:** copy of Warranty Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question. The documentation provided is insufficient.
- ☒ **Legal Description of Property**

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information **within 30 days** we will return your notice and all attachments and your notice will not be processed.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

If you have questions, please contact me at 208-287-4962.

Sincerely,

Kandice L. McDermott
Records Analyst

/klm
Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

May 25, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

NICHOLAS ALAN HOLMES
ROXANNA LYNN HOLMES
PO BOX 549
ASHTON ID 83420

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Sincerely,

Kandice L. McDermott
Records Analyst

/klm
Enclosures



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161 Fax (208) 525-7177

RECEIVED

APR - 6 2000

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

April 4, 2000

NICHOLAS & ROXANNA HOLMES
PO BOX 549
ASHTON ID 83420

RE: CHANGE OF OWNERSHIP FOR 21-10151 (PERRY-HOLMES)

Dear Mr. & Mrs. Holmes:

On April 4, 2000, our office received the above-referenced request. I forwarded this request to our state office in Boise for processing. If you would like to follow-up on the status of this change, please contact the Allocations Bureau at (208) 327-7900.

Sincerely,

Jennifer Crabtree
Technical Records Specialist

RECEIVED

APR 04 2000

Department of Water Resources
Eastern Region

TO WHOM IT MAY CONCERN,

ENCLOSED PLEASE FIND A NOTICE OF CHANGE OF
WATER RIGHT OWNERSHIP,

BE ADVISED WE PLAN ON SELLING 20 SHARES
OF OUR WATER RIGHTS THIS YEAR, WE ONLY HAVE
ABOUT 5 ACRES OF GRASS HAY TO IRRIGATE AND
2 HORSES AND 2 COWS FOR STOCK WATER,

THANK YOU

Nicholas Holz

21-10151