

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

RECEIVED
 OCT 20 2005
 Department of Water Resources
 Snake River Region

NOV 28 2005

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) that are 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
~~44-8876~~	47-8216 AJ				
47-14962					

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)

4. New Owner/Claimant(s)

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

New Mailing Address

738 Canyon Rim Road

City, State and ZIP Code

Twin Falls ID 83301

New Telephone Number

(208) 736-8200

5. Date you acquired the property

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)

Susan Reitsma

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 _____	Date _____	Fee <u>\$65</u>
Receipted by <u>[Signature]</u>	Date <u>11/25/05</u>	Receipt No. <u>5028189</u>
Processed by _____	AJ Date _____	WR _____ Date _____

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

**1992 ALTA
Owner's Policy**

**Owner's Policy Number
136 - 01 - 062686**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia 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 also will 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.

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.

Lawyers Title Insurance Corporation

OWNER'S POLICY SCHEDULE A

CASE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	POLICY NUMBER
40192FC	August 29, 1997	\$ 775,000.00	136-01-062686

1. Name of Insured:

JOHN REITSMA and SUSAN REITSMA, husband and wife

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

FEE SIMPLE

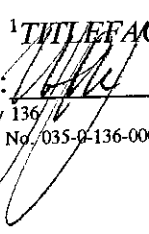
3. Title to the estate or interest in the land is vested in:

JOHN REITSMA and SUSAN REITSMA, husband and wife

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

SEE ATTACHED LEGAL DESCRIPTION

¹TITLEFACT, INC.

BY: 

Policy 136
Form No. 035-0-136-0006

This Policy is invalid unless the cover
sheet and Schedule B are attached.

Issued at: Twin Falls, Idaho
ALTA Owner's Policy (10-17-92)

LEGAL DESCRIPTION

Township 9 South, Range 17, East, Boise Meridian, Twin Falls County, Idaho
Section 29: A parcel of land located in the SW¼SW¼ being more particularly described as follows:

COMMENCING at the Southwest corner of said SW¼SW¼;
THENCE North 0°03'31" West a distance of 1317.02 feet;
THENCE South 89°46'45" East a distance of 604.81 feet TRUE POINT OF BEGINNING;
THENCE North 00°15'00" West a distance of 678.60 feet to the southerly rim of the Snake River Canyon;
THENCE Southeasterly along the southerly rim of said Canyon the following courses and distances: South 51°24'57" East a distance of 19.85 feet;
THENCE South 63°10'35" East a distance of 98.22 feet;
THENCE South 48°33'58" East a distance of 165.54 feet;
THENCE South 64°25'43" East a distance of 189.99 feet;
THENCE South 46°24'37" East a distance of 94.86 feet;
THENCE leaving said rim South 00°15'00" West a distance of 366.72 feet;
THENCE South 00°15'00" West a distance of 295.16 feet;
THENCE South 89°46'45" East a distance of 263.58 feet;
THENCE South 00°06'22" West a distance of 285.86 feet;
THENCE North 89°46'45" West a distance of 520.01 feet;
THENCE South 67°17'44" West a distance of 35.94 feet;
THENCE North 89°46'45" West a distance of 116.04 feet;
THENCE North 41°10'44" West a distance of 80.56 feet;
THENCE North 00°15'00" West a distance of 534.61 feet to the TRUE POINT OF BEGINNING.

Lawyers Title Insurance Corporation

SCHEDULE B

CASE NUMBER

40192FC

OWNER'S POLICY NUMBER

136-01-062686

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:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. 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.
5. Unpatented mining claims; reservations or exceptions in patents or in Act authorizing the issuance thereof; water rights, claims or title to water.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Easement from Ratcliffe and Stafford Company to Twin Falls Canal Company dated March 19, 1925, recorded January 18, 1926, in Book 77 of Deeds, page 142, as Instrument No. 183727, records of Twin Falls County, Idaho
8. Easement Agreement between Stanley Rose, Jr., and JoAnn Rose, husband and wife, Grantors, and Ernest J. Wills, Jr., and Barbara S. Wills, husband and wife, Grantees, dated May 15, 1972, recorded February 13, 1973, as Instrument No. 646116, records of Twin Falls County, Idaho, wherein it is agreed to give the Grantees an easement of right of way across a portion of the property described in Schedule A hereof. The Grantors may also, use the easement for ingress and egress to their lands provided however, in the event any damages caused by the Grantors from such use, the Grantors agree to make the necessary repairs.
9. Power Line Easement from Ernest J. Wills, Jr., and Barbara S. Wills, husband and wife, to Idaho Power Company, a corporation, dated October 31, 1972, recorded April 10, 1973, as Instrument No. 648668, records of Twin Falls County, Idaho, granting a right of way and easement for the erection and maintenance of an electric transmission line over and across the East 5 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, Township 9 South, Range 17 E., B.M.
10. Boundary Agreement between George E. Lee and Marilyn B. Lee, husband and wife, and Ernest J. Wills, Jr., and Barbara S. Wills, husband and wife, recorded August 30, 1973, as Instrument No. 654942, records of Twin Falls County, Idaho.
11. Restrictive Covenants contained in Warranty Deed from Stanley Rose, Jr., and JoAnn Rose, husband and wife, to George T. Vann and Claudette S. Vann, husband and wife, recorded September 7, 1979, as Instrument No. 767469, records of Twin Falls County, Idaho.

12. Easement contained in Warranty Deed from Stanley Rose, Jr., and JoAnn Rose, husband and wife, to Thomas G. Walker, Jr., and Donna I. Walker, husband and wife, dated October 29, 1980, recorded October 29, 1980, as Instrument No. 791912, records of Twin Falls County, Idaho; and recorded August 16, 1983, as Instrument No. 845211, records of Twin Falls County, Idaho.
13. Roadway Right of Way Agreement, between Harold Drake and Nelma Drake, husband and wife; James Sheel and Wilma Sheel, husband and wife; Ray Raymond and Verna Raymond, husband and wife; and Ernest J. Wills, Jr., dated June 25, 1990, recorded July 10, 1990, as Instrument No. 972916, records of Twin Falls County, Idaho.
14. Underground Power Line Easement from George T. Vann and Claudette S. Vann, husband and wife, to Idaho Power Company recorded July 31, 1991, as Instrument No. 91-006028, records of Twin Falls County, Idaho.
15. Letter of Agreement by and between the Estates of Roy and Verna Marie Raymond and Twin Falls City Council restricting future development of Parcel No. 09S17E29S451 "until such time as there is public road access to said parcel in accordance with the Municipal Ordinances" recorded July 25, 1997, as Instrument No. 1997-012028, records of Twin Falls County, Idaho.
16. Easement reserved to Grantor in Personal Representative Deed from Bradley Pfau and Renae Pfau Bonander, Co-personal Representatives of the Estates of Roy E. Raymond and Verna Marie Raymond, deceased, to John Reitsma and Susan Reitsma, husband and wife, recorded August 29, 1997, as Instrument No. 1997-014373, records of Twin Falls County, Idaho.
17. Deed of Trust from John Reitsma and Susan Reitsma, husband and wife, to TitleFact, Inc., an Idaho corporation, Trustee, and Bank of America, Federal Savings Bank, Beneficiary, dated August 29, 1997, recorded August 29, 1997, as Instrument No. 1997-014374, records of Twin Falls County, Idaho.

C. CONDITIONS AND STIPULATIONS—CONTINUE

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 its Corporate Headquarters, 6630 West Broad Street, Richmond, Virginia 23230. Mailing address: P.O. Box 27567, Richmond, Virginia 23261.

IN WITNESS WHEREOF the Company has caused this policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

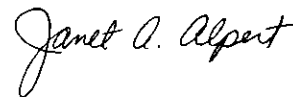
Attest:



Secretary

Lawyers Title Insurance Corporation

By:



President

POLICY OF TITLE INSURANCE

A WORD OF THANKS . . .

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

Lawyers Title Insurance Corporation

P.O. Box 27567

Richmond, Virginia 23261

TOLL FREE NUMBER: 1-800-446-7086

C CONDITIONS AND STIPULATIONS—CONTINUE

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

PLAT MAP

5410
5402

P-13761
09317E299400

5450-
5451

Ring

While this is a photographic reproduction of the Pine Falls Company's map of the subject area, TULEFORD, INC., assumes no liability for variations shown with a survey.

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29521

Comp. date
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2.83 ACRES

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LOT 5
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1189°54'00"W 548

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25 1.20 ACRES 20.00

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