

No Color

Documents

In File

2

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
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.

RECEIVED

JAN 09 2004

Department of Water Resources
Eastern Region

1. Water Right Number(s) 35-11456, 35-11454
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) Grace Josephson
1538 W. 600 S Pingree ID 83262
4. New Owner/Claimant(s) Tim E Williams
Name connector (Check one): ☐ AND, ☐ OR, ☒ AND/OR
New Mailing Address 1538 W 600 S
City, State and ZIP Code Pingree ID 83262
New Telephone Number (208) 684-3559
5. Date you acquired the property 12/15/03
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 11.5 Number and type of stock 2 horses
Diversion rate in CFS _____ Number of homes 1 Other uses Irrigation
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) Tim Williams Date 1-09-04

Date _____

RECEIVED

JAN 20 2004

Department of Water Resources

- (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.

PD 1/9/04

Receipt # E029453 - SC.

FEB 10 2004

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, 1341 Fillmore St. N., Twin Falls, ID 83301-3380 (208) 736-3031

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

535616

WARRANTY DEED 2003 DEC 15 PM 4:35

For Value Received Grace Josephson, an unmarried person

RECORDED AT THE REQUEST OF

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Timothy E. Williams, an unmarried person

FIRST AMERICAN TITLE COMPANY

whose address is: 1538 West 600 South, Pingree, ID 83262

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

That portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, Township 3 South, Range 33 E.B.M., Bingham County, lying West of the right of way of the Union Pacific Railroad Company. EXCEPT road.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: December 15, 2003

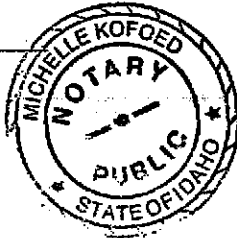
Grace Josephson
 Grace Josephson

STATE OF Idaho

COUNTY OF BINGHAM

On this 15th day of December, 2003, before me Michelle Kofoed, personally appeared Grace Josephson, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

Michelle Kofoed
 Notary Public of Idaho
 Residing at Blackfoot, Idaho
 Commission Expires: 04/14/06



535616

MICROFILMED
SEP 10 200435-11454
35-11456



The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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

FEB 10 2004

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY

Gary L. Kenneth

PRESIDENT

ATTEST

Mark A. Anderson

SECRETARY

~~BY MICHAEL~~

COUNTERSIGNED

FEB 10 2004

SCHEDULE A

1ST REVISED COMMITMENT

Order No.: B49269

Reference No.:

1. Commitment Date: **November 18, 2003** at **07:30 AM**

2. Policy (or Policies) to be issued:	Policy Amount	Premium Amount
(a) Owner's Policy (Std Own Policy (10/17/92) Form 1402-92)	\$ 138,900.00	\$ 722.00
Proposed Insured:		No credits applicable

Tim E. Williams

Endorsements:

(b) Loan Policy (Extd Loan Policy (10/17/92) Form 1056-92)	\$ 91,400.00	\$ 248.10
Proposed Insured:		No credits applicable

First Horizon Home Loan Corp, its successors and/or assigns as their respective interests may appear.

Endorsements: 100/116/8.1	\$ 50.00
----------------------------------	-----------------

(c) ()

Proposed Insured:

Endorsements:

3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Grace Josephson

4. The Land referred to in this Commitment is described as follows:

That portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, Township 3 South, Range 33 E.B.M., Bingham County, lying West of the right of way of the Union Pacific Railroad Company. EXCEPT road.

According to the County Assessor's office, the above described property is commonly known as:

1538 West 600 South, Pingree, Idaho 83262

**VALID ONLY IF SCHEDULE B AND
COVER ARE ATTACHED**

ALTA Plain Language Commitment
Form No.: 1344-A (1982)
(B49269.PFD/B49269/11)

MICROFILMED

FEB 10 2004

1ST REVISED COMMITMENT

**SCHEDULE B - SECTION 1
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Release(s) or Reconveyance(s) of item(s) n/a.
- f. If the person named in Schedule A, paragraph 3, is presently married, the spouse must join in any conveyance or encumbrance of the subject property pursuant to requirements of chapter 10, title 55, Idaho Code, or we must be furnished satisfactory proof that; (1) the subject property is not vestee's principal residence, (2) the land is not claimed as homestead and the address of the principal residence of vestee, or (3) proof that the vested owner is not married.
- g. Pursuant to chapter 10, title 55, Idaho code, we will require that both incoming owner spouses execute any forthcoming mortgage, or we must be furnished satisfactory proof that; (1) the subject property is not their principal residence, (2) the land is not claimed as homestead and the address of their principal residence, or (3) proof that the incoming owner is not married.

1ST REVISED COMMITMENT

SCHEDULE B - SECTION 2

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Part 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2003 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.
Taxes which may be assessed and entered on the property roll for 2003 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2003	\$772.62	\$644.36	RP0147401

Homeowners Exemption is in effect for 2003.

Circuit breaker in the amount of \$644.36 is in effect for 2003.

8. Levies and assessments of Aberdeen Springfield Canal Company.
9. Reservations in United States Patent.
10. Rights-of-way for ditches, tunnels and telephone and transmission lines constructed by authority of the United States, as granted to the United States under provisions of Section 58-604, Idaho Code.
11. Water rights, claims or title to water, whether or not the matters are shown by the public records.
12. Easement granted to Idaho Power Company, recorded September 9, 1959, as Instrument No. 69198.

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(B49269.PFD/B49269/11)

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FEB 10 2004

1ST REVISED COMMITMENT

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: B49269

END OF EXCEPTIONS

The foregoing numbered exceptions 1-6 may be eliminated in an ALTA Extended Coverage Policy

The following conveyances describing all or a part of the subject property have been recorded within the last 1 year:

None

If you have any questions regarding this report, please feel free to contact:

First American Title Company
168 West Pacific/P.O. Box 868
Blackfoot, Idaho 83221
Phone: (208)785-0320
Fax: (208)785-6276
Title Officer: Michelle Reay
Escrow Officer: Michelle Kofoed
Escrow Assistant: Nichole Romrell

Report Ordered By:
First Horizon Home Loans
Debbie
1246 Yellowstone Avenue, Bldg. C-2/P.O. Box 2197
Pocatello, Idaho 83206-2197

Copies To:

Marla Rich/River Valley Real Estate
Darsi Johnson/Remax Country Realty
First American Title Company For Closing

MICROFILMED

FEB 10 2004

ALTA Plain Language Commitment
Form No.: 1344-B2 (1982)
(B49269.PFD/B49269/11)

The First American Corporation

First American Title Company

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

2002 JAN 31 PM 3:43

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

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)

) ORDER OF PARTIAL DECREE

Case No. 39576)

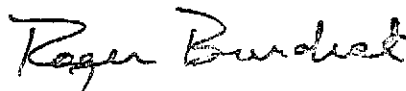
) For Water Right 35-11454

On November 28, 2001, a *Special Master's Report and Recommendation* was filed for the above water right. No Challenges were filed to the *Special Master's Report and Recommendation* and the time for filing Challenges has now expired.

Pursuant to I.R.C.P. 53(e)(2) and *SRBA Administrative Order 1*, Section 13f, this Court has reviewed the Findings of Fact and Conclusions of Law contained in the *Special Master's Report* and wholly adopts them as its own.

Therefore, IT IS ORDERED that water right 35-11454 is hereby **decreed** as set forth in the attached *Partial Decree Pursuant to I.R.C.P. 54(b)*.

DATED January 31, 2002.



ROGER S. BURDICK
Presiding Judge
Snake River Basin Adjudication

MICROFILMED
FEB 10 2004

2002 JAN 31 PM 4:12

DISTRICT COURT-SRBA
TWINFALLS CO., IDAHO
FILED _____

PAGE 1
Jan-29-2002

2002 JAN ³¹~~28~~ PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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)

CERTIFICATE OF MAILING

Case No. 39576)
_____)

Water Right(s): 35-11454

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE
PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 35-11454 was mailed
on January 29, 2002, with sufficient first-class postage prepaid
to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

ERNEST JOSEPHSON
GRACE JOSEPHSON
Represented by:
JEFFREY C. FEREDAY
PO BOX 2720
BOISE, ID 83701-2720
Phone: 208-388-1200

STATE OF IDAHO
Represented by:
NATURAL RESOURCES DIV CHIEF
STATE OF IDAHO
ATTORNEY GENERAL'S OFFICE
PO BOX 44449
BOISE, ID 83711-4449

DIANA DELANEY
Chief Deputy Clerk

CERTIFICATE OF MAILING

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FEB 10 2004

PAGE 1
01/29/02



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 20, 2004

TIMOTHY E WILLIAMS
1538 W 600 S
PINGREE ID 83262

RE: Change of Ownership for Water Rights 35-11454 and 35-11456

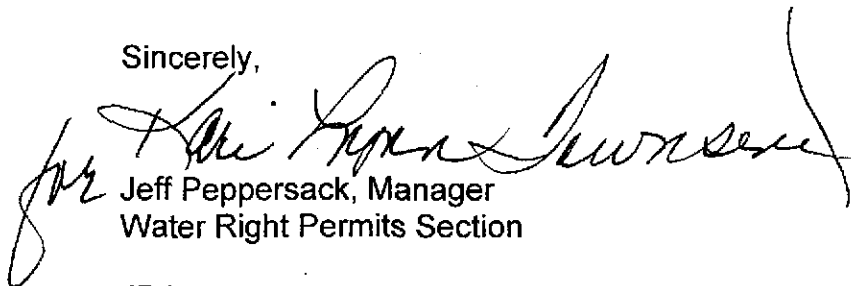
Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports 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

Enclosures

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FEB 10 2004