

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
 FEB 11 2006
 DEPARTMENT OF
 WATER RESOURCES

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), 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
35-8708					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25 -
- 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) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Richard G. Zupff

4. New Owner/Claimant(s)

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

New Mailing Address

858 N 4100 W

City, State and ZIP Code

Blackfoot, Id 83221

New Telephone Number

208 684-9857

5. Date you acquired the property

April 16 - 1998

RECEIVED

JAN 31 2006

Department of Water Resources
 Eastern Region

RECEIVED

JAN 18 2006

Department of Water Resources
 Eastern Region

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 <u>35-8708</u>		
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	<u>0.05</u>	<u>3.5</u>
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) Thomas Peña
(include title if applicable) Maurin Peña

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 <u>JS</u>	Date <u>JS</u>	Fee <u>\$25</u>	
Receipted by <u>JS</u>	Date <u>JS</u>	Receipt No. <u>ED31604</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

0006167290

DEED OF TRUST**STATE OF IDAHO**

FHA CASE NO.

121-1654651-703

THIS DEED OF TRUST ("Security Instrument") is made on April 13, 1998
The grantor is THOMAS PENA and MARIAN PENA, husband and wife

("Borrower").

The trustee is Alliance Title and Escrow Corp.

("Trustee").

The beneficiary is First Security Bank, N.A.

which is organized and existing under the laws of The United States of America
and whose address is

P.O. Box 711

Pocatello, ID 83204

("Lender"). Borrower owes Lender the principal sum of

Seventy-Seven Thousand, Four Hundred Forty-Four**and No/100**
Dollars (U.S. \$**77,444.00**

). This

debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2028This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under
paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants
and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and
conveys to Trustee, in trust, with power of sale, the following described property located in**BINGHAM**

County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

LETTER OF CLOSING INSTRUCTIONS
TO**ALLIANCE**
TITLE & ESCROW CORP.Escrow No. 3-20957-TDate APRIL 10, 1998

We, the undersigned, hereby instruct ALLIANCE ESCROW CO hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information.

The parties have entered into a contract for the purchase and sale of subject property entitled

PURCHASE & SALE AGREEMENT and dated 03/12 1998, hereinafter

referred to as the contract. The "Closing Agent" is hereby instructed to close the transaction in accordance with the terms of the contract as well as these instructions. HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY 857 N 1400 W BLACKFOOT, ID 83221

BUYER: THOMAS PENA AND MARIAN PENA

SELLER: RICHARD G ZOPFF AND DEBORA ANN ZOPFF

TERMS:

Sale Price: \$ 77,900.00

Payable as follows:

Earnest Money Deposit

\$ 1,000.00

held by BLACKFOOT REAL ESTATE

Cash (approximate)

\$ _____

approximate balance owing
to _____

Assumption of

\$ _____

Assumption of

\$ _____

approximate balance owing
to _____

New Loan amount

\$ 77,444.00

from FIRST SECURITY BANK

Deed of Trust (Mortgage) amount

\$ 77,400.00

in favor of FIRST SECURITY BANK

\$ _____

\$ _____

\$ _____

In the event more than one deed of trust or mortgage is to be recorded in connection with this transaction, said liens shall be recorded in the following order of priority:

1st lien shall be in favor of _____ in the amount of \$ _____

2nd lien shall be in favor of _____ in the amount of \$ _____

3rd lien shall be in favor of _____ in the amount of \$ _____

In the event this transaction involves a new loan or assumption of existing loan, these instructions must conform to the instructions of that lender.

PRO-RATION DATE: APRIL 13, 1998

CLOSING DATE: APRIL 10, 1998

The "Closing Agent" is instructed to pro-rate all items to be pro-rated as of the above date with the seller being responsible for all such items up to but not including the date of pro-ration and the Buyer being responsible for such items from and including the date of pro-ration.

The property taxes for 19 98 shall be pro-rated on the basis of the 19 97 tax assessed. If the amount assessed is not known, taxes shall be pro-rated based on the estimate of \$ 355.94. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual tax assessment levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 63-2203, and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of Taxes by the Board of Commissioner," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any pro-ration difference or additional taxes and agree to promptly adjust any such difference between themselves. The "Closing Agent" shall not pro-rate any utility charges, unless specifically instructed to do so. THE FOLLOWING ITEMS SHALL BE PAID BY BUYER (B) SELLER (S) DIVIDED BETWEEN BUYER AND SELLER EVENLY

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

13 0041 106 00000645

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.

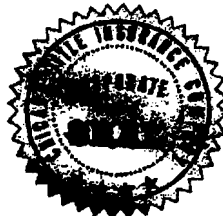
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

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
167 W. BRIDGE
BLACKFOOT, ID 83221
(208) 785-4573

CHICAGO TITLE INSURANCE COMPANY
By:

Robert L. Miller
President



By:

Thomas J. Adams
Secretary

SCHEDULE A

Office File Number: 3-20957-T
Policy Number: 13 0041 106 00000645
Date of Policy: April 14, 1998, at 04:03 pm
Amount of Insurance: \$77,900.00
Premium: \$478.00

1. Name of Insured:

THOMAS PENA and MARIAN PENA

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:

THOMAS PENA and MARIAN PENA, husband and wife

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

Part of Section 22, Township 1 South, Range 33 E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is South 0°10'11" East along the Section line 2638.60 feet from the NE corner of said Section 22, said Point also being the E¼ corner and running thence South 89°49'49" West 614.88 feet; thence North 0°10'11" West 683.00 feet; thence North 89°49'49" East 614.88 feet; thence South 0°10'11" East along Section line 683.00 feet to the Point of Beginning; EXCEPTING therefrom a County Road along East line of said Property...

EXCEPTING therefrom:**Part of Section 22, Township 1 South, Range 33 E.B.M., Bingham County, Idaho described as:**

Beginning at a point that is South 0°10'11" East along the Section line 2638.60 feet from the Northeast corner of said Section 22, said point also being the East Quarter corner, and running thence South 89°49'49" West 290.50 feet; thence North 0°10'11" West 150.00 feet, thence North 89°49'49" East 290.50 feet; thence South 0°10'11" East 150.00 feet along said Section Line to the Point of Beginning.

SCHEDULE A**Owner Form****OWNER.POL
3/15/97****Valid Only If Schedule B and Policy Cover Are Attached**

APR-14-1998 12:35

ALLIANCE TITLE BKG-T

NO.233

P.02

3-20957-T

Warranty Deed

Alliance Title & Escrow Corp.
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEEC 300 DEP 2P

98 APR 16 PM 1:51

RECORDED AT THE REQUEST OF

464363

For Value Received

RICHARD G. ZOFFY AND DEBORA ANN ZOFFY, HUSBAND AND WIFE

the grantor, do hereby grant, bargain, sell and convey unto
THOMAS PENA AND MARIAN PENA, HUSBAND AND WIFE

whose current address is

857 N 1400 W, BLACKFOOT, ID 83221

the grantees, the following described premises, in BINGHAM County Idaho, to wit:

Beginning at a point that is South 0°10'11" East along the Section line 2638.60 feet from the NE corner of said Section 22, said Point also being the E½ corner and running thence South 89°49'49" West 614.88 feet; thence North 0°10'11" West 683.00 feet; thence North 89°49'49" East 614.88 feet; thence South 0°10'11" East along Section Line 683.00 feet to the Point of Beginning; EXCEPTING therefrom a County Road along East line of said Property...

EXCEPTING therefrom:

Part of Section 22, Township 1 South, Range 23 E.B.M., Bingham County, Idaho described as:
Beginning at a point that is South 0°10'11" East along the Section line 2638.60 feet from the Northeast corner of said Section 22, said point also being the East Quarter corner, and running thence South 89°49'49" West 290.50 feet; thence North 0°10'11" West 150.00 feet, thence North 89°49'49" East 290.50 feet; thence South 0°10'11" East 150.00 feet along said Section Line to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, heirs and assigns forever. And the said Grantee do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances except matters of public record.

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: APRIL 10, 1998

RICHARD G. ZOFFY

DEBORA ANN ZOFFY

STATE OF IDAHO, COUNTY OF CLARKE
On this 14th day of APRIL, 1998.
Before me, a Notary Public in and for said State, personally appeared
RICHARD G. ZOFFY
DEBORA ANN ZOFFY

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Notary Public
Commission Expires 11/24/98



LWS 60971

Furnished by the

ALLIANCE

464363

MAR 06 '98 09:28 FR FSB REAL ESTATE

208 235 3395 TO CURTIS BOAM

P.01/02

00 1 11. 1400 W.

Lopez's

Legal Description:

Part of Section 22, Township 1 South, Range 33, E.B.M., Blingham County, Idaho (described as:
 Beginning at a point that is $9^{\circ}10'11''$ E along the Section line, 2638.70 feet from the NE corner of said Section 22, said point also being the E corner and running thence $S 89^{\circ}49'49''$ W 614.88 feet; thence $N 0^{\circ}10'11''$ W 683.00 feet; thence $N 89^{\circ}49'49''$ E 614.88 feet; thence $S 0^{\circ}10'11''$ E along section line, 683.00 feet to the Point of Beginning. EXCEPTING therefrom a County road along East line of said property.

7.64 AC

Mineral:

Part of Section 22 T. 1 S.R. 33 E.D.M., Blingham County, Idaho described as:
 Beginning at a point that is $S 00^{\circ} 10' 11''$ E along the Section line 2638.60 feet from the Northeast corner of said Section 22, said point also being the East Quarter corner, and running thence $S 89^{\circ} 49' 49''$ W 290.50 feet; thence $N 00^{\circ} 10' 11''$ W 150.00 feet; thence $N 89^{\circ} 49' 49''$ E, 290.50 feet; thence $S 00^{\circ} 10' 11''$ E 150.00 feet along said Section Line to the Point of Beginning.
 Parcel contains 1.0 acre more or less and is subject to a county road Right-of-Way along the East side of said parcel.

1 AC

7.14 AC

Pena Transaction

8-5938

217585

WARRANTY DEED

For Value Received

Leland D. and Melba S. Ward, husband and wife
 Richard W. Ward, single man Spence O. Ward, married man
 the grantors, do hereby grant, bargain, sell and convey unto

Richard G. and Kay I. Zopff, husband and wife

whose current address is

4160 Lance, Idaho Falls, Idaho

the grantees, the following described premises, in Bingham County Idaho, to wit:

Part of Section 22, Township 1 South, Range 33, E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is S 0°10'11" E along the Section line, 2638.60 feet from the NE corner of said Section 22, said Point also being the E¹ corner and running thence S 89°49'49" W 614.88 feet; thence N 0°10'11" W 683.00 feet; thence N 89°49'49" E 614.88 feet; thence S 0°10'11" E along section line, 683.00 feet to the Point of Beginning; EXCEPTING therefrom a County road along East line of said Property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S, their heirs and assigns forever. And the said Grantor S do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 10, 1978

Leland D. Ward
 Leland D. Ward
Melba S. Ward
 Melba S. Ward

Spence O. Ward
 Spence O. Ward, signed by Leland D. Ward
Richard W. Ward
 Richard W. Ward as attorney in fact

STATE OF IDAHO, COUNTY OF Bingham
 On this 10th day of July, 1978,
 before me, a notary public in and for said State, personally appeared

Leland D. & Melba S. Ward, husband & wife
 Richard W. Ward, single man
 Spence O. Ward, married man, signed by Leland D. Ward.
 known to me to be the person whose name as attorney in fact.
 subscribed to the within instrument, and acknowledged to me that they executed the same.

Blaine D. Livingston
 Notary Public
 Residing at Blackfoot, Idaho
 Comm. Expires 5/1/81

42 17-01
 JUL 10 1978
 217585
 RECORDED AT THE REQUEST OF

Submitted by the AMERICAN LAND TITLE CO., Pocatello, Idaho