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NOV - 8 2004

DEPARTMENT OF
WATER RESOURCES

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.

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
<u>27-11136</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

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) 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) Alice and Lowell Hale
151 E 350 N, Blackfoot, ID 83221
4. New Owner/Claimant(s) Jeff C. Nauman or Brenda S. Nauman
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 151 E 350 N
- City, State and ZIP Code Blackfoot, ID 83221
- New Telephone Number (208) 785-0859
5. Date you acquired the property 6/30/04

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OCT 28 2004

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 _____		
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) Blonde S. Nauman
(include title if applicable) _____

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 PC Date 10-28-04 Fee \$25 -
 Received by PC Date 10-28-04 Receipt No. E030374
 Processed by _____ AJ Date _____ WR _____ Date _____

B50232

542675

WARRANTY DEED

BRINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 3 DEP C

2004 JUN 30 PM 4: 12

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

For Value Received **Lowell A. Hale and Alice W. Hale, husband and wife**

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

Jeff Nauman and Brenda S Nauman, husband and wife

whose address is: **151 East 350 North, Blackfoot, Idaho 83221**

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

Part of the NW $\frac{1}{4}$ /SE $\frac{1}{4}$ of Section 17, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°59'00" E. along the E-W Half Section line 2,710.50 feet from the W $\frac{1}{4}$ corner of said Section 17, and running thence S. 00°30'00" E. 974.80 feet; thence N. 49°13'00" E. 492.55 feet; thence N. 01°37'34" E. 653.41 feet to the E-W Half Section line; thence S. 89°59'00" W. 400 feet to the point of beginning.

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: June 28, 2004

Lowell A. Hale
Lowell A Hale

Alice W. Hale
Alice W Hale

STATE OF Idaho

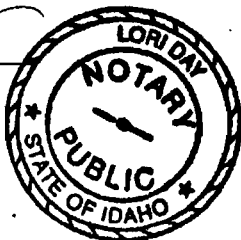
542675

COUNTY OF BINGHAM

ss.

On this 30th day of June, 2004, before me Lori Day, personally appeared Lowell A Hale and Alice W Hale, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Lori Day
Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/09





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

Accepted & Approved

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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

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. Kerueth

PRESIDENT

ATTEST

Mark L. Arnesen

SECRETARY

BY

Michelle Roney

COUNTERSIGNED

The First American Corporation
First American Title Company, Inc.
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.

SCHEDULE A

Order No.: B50232

Reference No.:

1. Commitment Date: **May 25, 2004** 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)	\$ 152,000.00	\$ 761.00
Proposed Insured:		No credits applicable
Jeff Nauman and Brenda S. Nauman		
Endorsements:		
(b) Loan Policy (Extd Loan Policy (10/17/92) Form 1056-92)	\$ 149,682.00	\$ 301.50
Proposed Insured:		No credits applicable
Interwest Mortgage, 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:
Lowell A. Hale and Alice W. Hale, husband and wife
4. The Land referred to in this Commitment is described as follows:
Part of the NW¼SE¼ of Section 17, Township 2 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point that is N. 89°59'00" E. along the E-W Half Section line 2,710.50 feet from the W¼ corner of said Section 17, and running thence S. 00°30'00" E. 974.80 feet; thence N. 49°13'00" E. 492.55 feet; thence N. 01°37'34" E. 653.41 feet to the E-W Half Section line; thence S. 89°59'00" W. 400 feet to the point of beginning.
According to the County Assessor's office, the above described property is commonly known as:
151 East 350 North, Blackfoot, Idaho 83221

VALID ONLY IF SCHEDULE B AND
COVER ARE ATTACHED

ALTA Plain Language Commitment
Form No.: 1344-A (1982)
(B50232.PFD/B50232/7)

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.

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. 2004 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 2004 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	\$917.60	\$917.60	RP0428102

Homeowners Exemption is in effect for 2003.
Circuit breaker is not in effect for 2003.

8. Reservations in United States Patent.
9. Water rights, claims or title to water, whether or not the matters are shown by the public records.
10. Easement granted to Idaho Power Company, recorded May 7, 1928 in Book H of Misc., page 318.
11. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Wallace E. Malm and Barbara R. Malm, husband and wife, and William Terry Parsons and Karla M. Parsons, husband and wife
Recorded: September 20, 1977, Instrument No. 229939
(a copy of which is attached).

SCHEDULE B - SECTION 2

EXCEPTIONS

(Continued)

Order No.: B50232

12. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: William Terry Parsons and Karla M. Parsons, husband and wife; Wallace E. Malm and Barbara Malm, husband and wife; Keith W. Justesen and Renee R. Justesen, husband and wife; Rex A. Parsons and Shirley Parsons, husband and wife; Irvin Wanlass and Joy Wanlass, husband and wife
Recorded: April 18, 1978, Instrument No. 237580
(a copy of which is attached).

13. Easement granted to Idaho Power Company, recorded June 26, 1978, as Instrument No. 240660.

END OF EXCEPTIONS

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

As an accomodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject property, which have been recorded within the last 24 months.

None

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

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

Report Ordered By:
Interwest Mortgage
Christene Clark
PO Box 1388
Idaho Falls, ID 83403

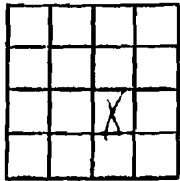
Copies To:

Michael Wheelock/Premier Properties
First American Title Company For Closing

T-1556	T-1559
T-3694	
ADINE MARLOW 91251	
MARLOW -73	

T-1554	THOMAS E. LOR	1-1-86	WD	542154
T-1556(T-3694	DAVID J. HUNTER	8-17-99	OOD	482133
T-1557(T-7434,10966	DAVID M. GORDON (SEP)	6-2-96	WD	322426
T-1559	BLACKBURN, SEYMOUR DICK FUS			55/478
T-1560(5377,6911-12	JOE M. MARY EUNY ZAMORA	8-2-94	WD	324219
T-2990	THAN M. HELEN EVANS	6-26-69	WD	148021
T-3531	ELDER E. CLARA SCOTT M. THURST	12-6-90	OOD	394602
T-3694	BLACKBURN, SEYMOUR DICK FUS	12-20-60	WD	109136-37
T-4428	MAX D. E. ALMA E. MATTERS	5-21-66	OOD	123917
T-5377	LEVIN E. J. WADSWORTH	3-2-78	WD	135631
T-5538	VERNON P. MILLER	4-21-80	WD	489502
T-6907	ELAINE E. HARDING TEE% MAURICE T. HARDING	9-7-84	OOD	545088-9
T-6911	GILBERT W. & SEYMOUR K. BUNTING	7-20-80	WD	491959
T-6912	JEFF/BRONDI S. NAUMAN	3-31-83	WD	302901
T-6913 (VOID)		6-30-04	WD	5412675
T-7434	DAVID M. GORDON (SEP)	7-24-79	WD	255551
T-9936	LARRY K. JONES	8-17-99	OOD	482133
T-10194	CHARLES E. & DEANNA MAC MOUTER	9-6-79	OOD	252298
T-10650(T-11557	MAX D. E. ALMA E. MATTERS	12-7-90	WD	394650
T-10966	THAN M. LYNNE E. KATHY EVANS	8-7-98	WD	448219
T-11077	ARTIE MATTERS & LORI NEIHART	1-10-91	WD	450684
T-11120	DO	9-21-94	WD	420288
T-11159	DAVID L. & MARLIN L. RODRIGUEZ	4-8-93	OOD	435188
T-11355	BLACKBURN, SEYMOUR DICK FUS	4-18-95	OOD	434073
T-11544	MAX E. CHERRY M. EVANS	6-5-95	WD	435187
T-11545	THOMAS J. & ALMA E. MATTERS	8-17-95	WD	437057
T-11556	LARRY K. JONES	5-1-96	WD	413727
T-11557	DAVID C. & LORNE E. MATTERS	11-1-99	OOD	484538
		12-9-96	OOD	449902
		3-4-98	OOD	442363
		1-9-97	WD	440652
		1-10-97	WD	441204

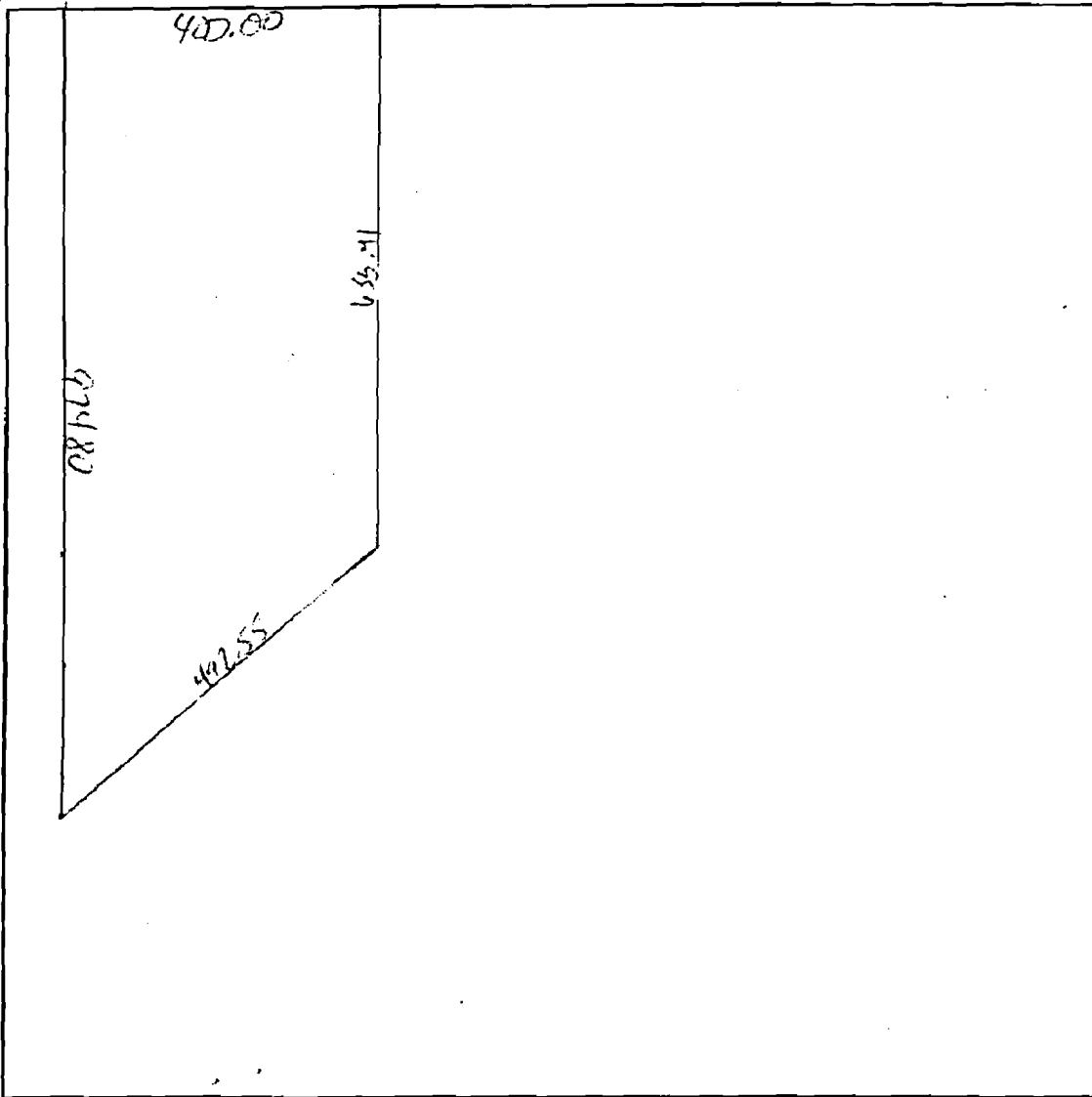
NORTH



NW 1/4 SE 1/4
17-25-36

1" = 200'

B 50232



THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF
ASSISTING IN LOCATING THE PREMISES AND THE
COMPANY ASSUMES NO LIABILITY FOR VARIATIONS
IF ANY, WITH AN ACTUAL SURVEY.
FIRST AMERICAN TITLE COMPANY

N 89 18 W 2641.32

N 89.26 W 26

9936

11159

INA E WATERS
.6

11077

KLEAL H & D'LEAH T JONES
WD 2-25-72 167706-07

RICHARD RAY & ANNE
HAYES JENSEN
WD 11-21-85
341633

RAYMOND JENSEN
WD 4-2-59 102/16

ARTHUR V PETERSON 1/4
MARJORIE PETERSON 1/4
VIOLA ATKINS 1/4
CINDY ATKINS 1/4
D 4-14-81 278922
QCD 9-2-82 296822-3
QCD 3-3-86 344885

204.15
T-1367

T-6907

W2 T-1561

CYNTHI LAW
DEC 3-9-81 CASE #12263
WD 4-10-80 265117
QCD 299487

T-13363

T-13362

T-13361

T-6912

T-6911

T-1554

T-5377

T-1560

R/R - HWY
T-5538

T-2990

JAY W & E
WD 6-15-7

1 & HELEN B EVANS
17-58 100/90