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OCT 03 2005

WATER RESOURCES
WESTERN REGION

Form 42-248 (2-14-99) July, 2000

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
~~65-5900A~~	~~23007~~				
	65-23008				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *No FEE?*
- 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)

TIMOTHY & DENISE NOVOSIELSKI

4. New Owner/Claimant(s)

JAMES MACLAURIN

Name Connector (Check one) ☐ and ☐ or ☐ and/or

New Mailing Address

601 Euclid

City, State and ZIP Code

Helena MT 59601

New Telephone Number

406 443-0927 406 431-2395 cell

5. Date you acquired the property

6-30-05

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Form 47-24000-1 (MAY 2000)

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in 4, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among 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)

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 MA Date 12.27.05 Fee \$25.00/xx
 Receipted by _____ Date _____ Receipt No. C079915
 Processed by _____ AJ Date _____ WR _____ Date _____

AMERITITLE

P.O. BOX 798

CASCADE, ID 83611

PHONE: (208) 382-4206

FAX: (208) 382-4218

CUSTOMER'S NAME:

ADDRESS:

ESTIMATED BILLING ONLY--DO NOT PAY FROM THIS STATEMENT

Policy	Insuring	Premium
Estimated Costs		
IC05603		
Owner's Policy	Novoselski / MacLaurin \$595,000	\$1869.00
	REISSUE CREDIT MC4193 July 7, 2003	(\$302.00)
	Recording Fees @ \$3/page	
	Customary Cancellation Fee \$200	

THANK YOU FOR YOUR BUSINESS

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY**



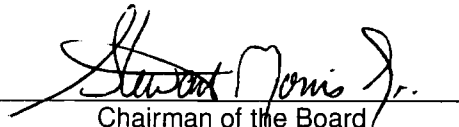
STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board
Countersigned by:


title guaranty company


President




Authorized Signatory
AmeriTitle, Inc.

Company

Cascade, Idaho 83611
City, State

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

SCHEDULE A

Order Number: IC05603

1. Effective Date: June 3, 2005 at 9:00 a.m.

2. Policy or Policies to be issued:	Amount of Insurance
(a) A.L.T.A. Owner's	\$595,000.00
Proposed Insured: James Donald MacLaurin	
(b) A.L.T.A. Mortgagee's	\$
Proposed Insured:	
©) Leasehold	\$
Proposed Insured:	

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

Fee Simple**

4. Title to the above estate or interest in said land is at the effective date hereof vested in:

Timothy S. Novoselski and Denise G. Novoselski, husband and wife

5. The land referred to in this Commitment is described as follows:

See attached Exhibit A: Pages 2A thru 2C.

**FEE SIMPLE in and to the surface rights, excepting therefrom any and all interest in and to oil, gas, and/or mineral-like substances, together with all rights incidental thereto, that may have been heretofore conveyed or reserved for which there has been no search of the public records and for which no insurance is provided hereunder.

AmeriTitle, Inc.
Cascade, Idaho 83611

**CONTINUATION
EXHIBIT A**

A parcel of land situate in Government Lots 1 and 2 of Section 18, T. 17 N., R. 4 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the 1/4 Corner common to Section 13, T. 17 N., R. 3 E., B.M., and Section 18, T. 17 N., R. 4 E., B. M., Valley County, Idaho as shown on that particular Record of Survey on file as Instrument No. 270378, in Book 7, on Page 166 of Records of Survey in the Office of the Recorder of Valley County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, N. 00°35'31" E., 2,303.98 feet along the line common to said Sections 13 and 18, to a point in the bed of Boulder Creek,
thence, S. 88°57'38" E., 39.63 feet to a 5/8" rebar witness corner,
thence, continuing, S. 88°57'38" E., 1,214.62 feet to a 1/2" rebar,
thence, continuing S. 88°57'38" E., 17.56 feet to the southeast corner of Warranty Deed Instrument No. 208088, on file in the Office of the Recorder of Valley County, Idaho, from which a 5/8" rebar bears S. 88°57'38" E., 0.40 feet,
thence, S. 00°03'58" W., 38.02 feet along the easterly boundary of Government Lot 1 of said Section 18 to a 1/2" rebar,
thence, continuing S. 00°03'58" W., 2,264.28 feet to a brass cap marking the CW 1/16 of said Section 18,
thence, N. 89°02'48" W., 1,292.92 feet along the line common to Government Lots 2 and 3, to the Point of Beginning,

(AKA TAX #9)

-continued-

**CONTINUATION
EXHIBIT A**

A parcel of land situate in Government Lot 1 and the NE¼ of the NW¼ of Section 18, T. 17 N., R. 4 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a 5/8" rebar marking the West 1/16 Corner common to Sections 7 and 18, T. 17 N., R. 4 E., B.M., Valley County, Idaho, as shown on those particular Records of Survey on file as Instrument Nos. 263176 and 270378, in Book 7 on Pages 104 and 166 of Records of Survey, in the Office of the Recorder of Valley County, Idaho; thence, S. 88°57'38" E., 29.99 feet along the line common to said Sections 7 and 18, to a 1/2" rebar, the **REAL POINT OF BEGINNING**:

Thence, continuing S. 88°57'38" E., 30.01 feet along the line common to said Sections 7 and 18, to a 1/2" rebar,
thence, S. 00°31'55" E., 215.71 feet to a 1/2" rebar,
thence, S. 20°49'00" W., 175.68 feet to a 1/2" rebar on the westerly boundary of the NE¼ of the NW¼, of said Section 18,
thence, N. 00°03'58" E., 38.02 feet along the said westerly boundary to the southeast corner of Warranty Deed Instrument No. 208088, on file in the Office of the Recorder of Valley County, Idaho, from which a 5/8" rebar bears S. 88°57'38" E., 0.40 feet,
thence, N. 88°57'38" W., 17.56 feet to a 1/2" rebar,
thence, N. 20°49'00" E., 140.41 feet to a 1/2" rebar,
thence, N. 00°31'55" W., 210.88 feet to the Point of Beginning,

-continued-

**CONTINUATION
EXHIBIT A**

TOGETHER WITH THE FOLLOWING:

An ingress, egress and utility easement situate in the SE¼ of the SW¼ and Government Lot 4 of Section 7, T. 17 N., R. 4 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at an aluminum cap marking the Section Corner common to Sections 12 and 13, T. 17 N., R. 3 E., B.M., and Sections 7 and 18, T. 17 N., R. 4 E., B. M., Valley County, Idaho as shown on that particular Record of Survey on file as Instrument No. 211493, in Book 5, on Page 321 of Records of Survey in the Office of the Recorder of Valley County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, N. 00°31'50" E., 35.00 feet along the line common to said Sections 7 and 12, to a 1/2" rebar,
thence, S. 88°57'38" E., 760.16 feet,
thence, N. 85°36'20" E., 311.63 feet,
thence, S. 84°51'36" E., 308.91 feet to a 1/2" rebar,
thence, S. 00°23'49" W., 42.42 feet to a 1/2" rebar on the line common to said Sections 7 and 18,
thence, N. 88°57'38" W., 110.00 feet to a 5/8" rebar marking the W 1/16 corner common to said Sections 7 and 18,
thence, continuing N. 88°57'38" W., 1,268.66 feet along said common line to the Point of Beginning,

ALSO TOGETHER WITH THE FOLLOWING:

An access easement situated in Government Lot 1 of Section 18, T 17N., R 4 E., B.M. Valley County, Idaho as described in Warranty Deed, Instrument No. 189448 and recorded on September 4, 1992 in the office of the Recorder, Valley County, Idaho.

SCHEDULE B

Order Number: IC05603

PART I

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.
6. Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
7. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
8. Reservations contained in Patent from the United States of America or State where the land described in Schedule A is located.
9. Restrictive Covenants affecting the property described in Schedule A.
10. Taxes for the year 2005, an accruing lien not yet due and payable.

PART II

The following matters will be excepted in Schedule B of the policy to be issued:

11. Taxes for 2005 and subsequent years are an accruing lien not yet due and payable. Taxes for 2004 are as follows:

RP 17N 04E 183 080 A \$ 2162.08 Paid in full. RP 17N 04E 182 576 A \$ 3.50 Paid in full.

RP 17N 04E 183 065 A \$.20 Paid in full.

NOTE: This is for information purposes only and the Company assumes no liability for amounts quoted. It has recently become the practice of the Valley County Assessor and Treasurer to issue subsequent tax statements, the amount shown thereon being unavailable or unknown at this time, and the Company assumes no liability thereof.

12. Assessments or liens by Valley County for garbage collection as provided for by law.

13. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

- continued -

**CONTINUATION SHEET
SCHEDULE B**

Order Number: IC05603

14. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho on June 25, 2002 as Instrument No. 263176.

15. RECORD OF SURVEY, as filed for record in the office of the Recorder of Valley County, Idaho on March 26, 2003 as Instrument No. 270378.

16. EASEMENT AGREEMENT, as filed for record in the office of the Recorder of Valley County, Idaho on July 16, 2003 as Instrument No. 273806.

17. SUBJECT TO EASEMENT, as shown on that certain Warranty Deed, as filed for record in the office of the Recorder of Valley County, Idaho on July 30, 2003 as Instrument No. 274262.

18. Rights of the Public, State of Idaho, and U.S.A. in and to the bed and banks of Boulder Creek and easements related thereto.

19. Any changes in the boundaries of the land arising by reason of the changes in the shoreline of Boulder Creek and any resulting loss of land by reason of reliction or avulsion.

END

NOTE: The public record has been searched under the proposed insured and the only items found show in Schedule B.

SCHEDULE B - Section 1

Order Number: IC05603

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Warranty Deed from Timothy S. Novoselski and Denise G. Novoselski, husband and wife, as Grantor, to James Donald MacLaurin, as Grantee.

NOTE: Copies of exceptions are available upon request.

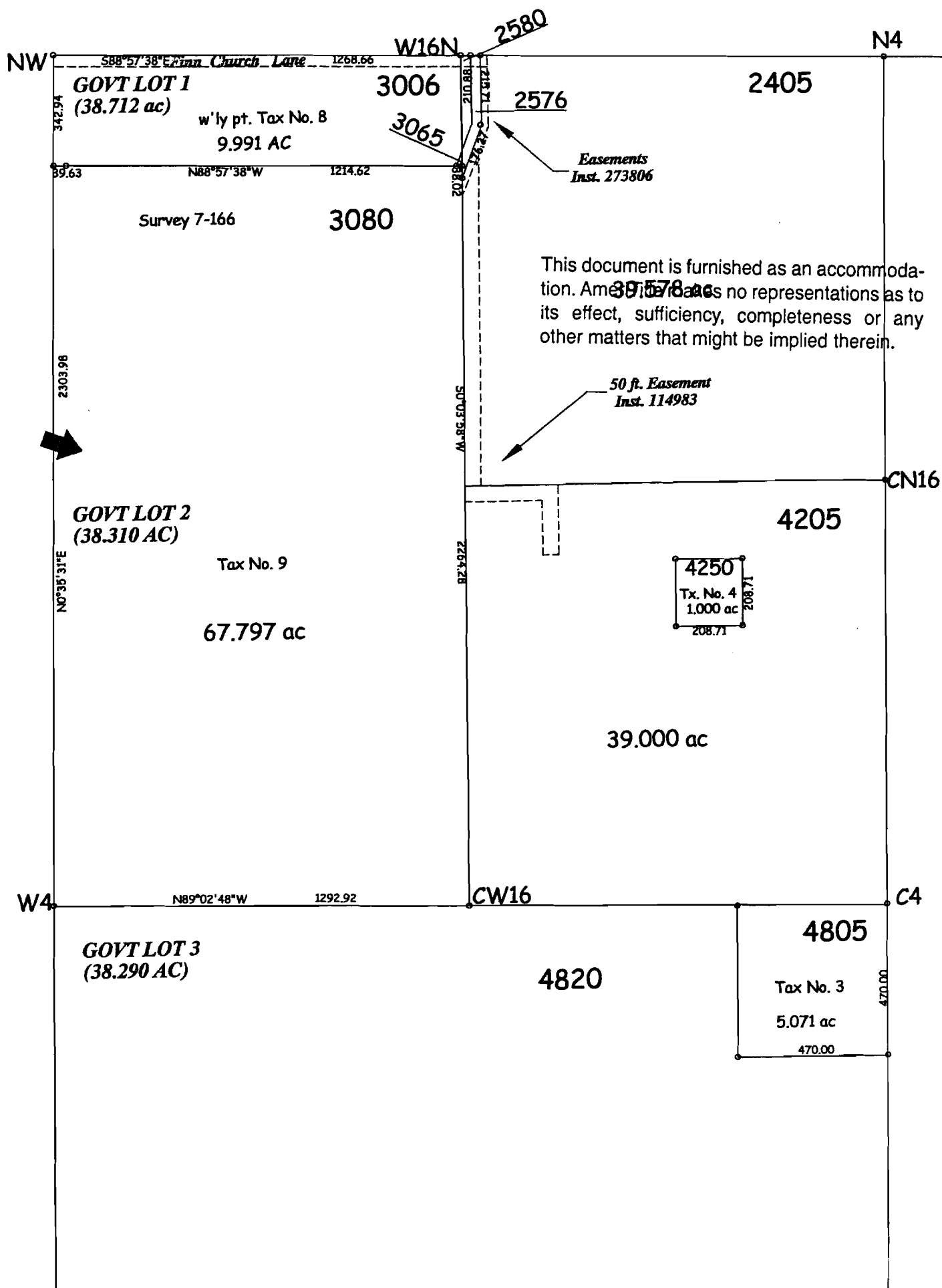


EXHIBIT 1

Stewart Title Guaranty Company. Stewart Title Insurance Company. Stewart Title Insurance Company of Oregon, National Land Title insurance Company, Arkansas Title Insurance Company, Charter Land Title

Insurance Company
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.