

N 17 2003

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

Department of Water Resources

JUN 17

Department of Water Resources
Bootham Park

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
47-08011B					
	47-12797				

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) Charles E. Boss, David L. Boss, and Dorothy A. Boss
4. New Owner/Claimant(s) David L. Boss and Dorothy A. Boss
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 2604 N 2700 E
- City, State and ZIP Code Twin Falls, ID 83301
- New Telephone Number (208) 655-4246
5. Date you acquired the property 12-30-1999
5-8-2003 Satisfaction of Mortgage

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)

Daniel L. Boss
Herbert A. Boss

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>[Signature]</u>	Date <u>6/17/03</u>	Fee <u>50.00</u>	
Received by <u>[Signature]</u>	Date <u>6/17/03</u>	Receipt No. <u>5025924</u>	
Processed by <u>[Signature]</u>	AJ Date _____	WR _____	Date _____

NO-JB

QUITCLAIM DEED

Twin Falls County, Idaho
Recorded for:
TITLEFACT
11:16am May 19, 2003
2003-012731
No. of Pages: 2 Fee: \$6.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CN

FOR VALUE RECEIVED, CHARLES EDWARD BOSS, a married man, dealing with his sole and separate property, hereby conveys, releases, remises and forever quitclaims unto DAVID L. BOSS and DOROTHY A. BOSS, husband and wife, whose address is: 2604 N. 2700 East, Twin Falls, Idaho, all of his interest in and to 521.1 shares of stock from Salmon River Canal Company, Ltd. (SRCC), Stock Certificate No. 3885; and deep well water permit referred to as IDWR No. 47-08011B, together with all other water rights appurtenant to that certain real property, legally described as:

Township 12 South, Range 17 East, Boise Meridian,
Twin Falls County, Idaho.

Section 18: E1/2 NW 1/4, Lots 1 and 2, E 1/2 SW 1/4,
Lots 3 and 4, W1/2 SE 1/4.

SUBJECT TO: Twin Falls County Highway Right-Of-Way.

Containing 317.07 acres, more or less.

DATED this 30th day of December, 1999.

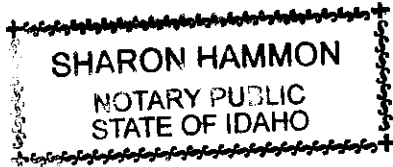
Charles E. Boss
CHARLES EDWARD BOSS

QUITCLAIM DEED - 1

c:\realestate\boss\quitclaimdeedcharles

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30 day of December, 1997, before me, a Notary Public in and for said County and State, personally appeared CHARLES EDWARD BOSS, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Sharon Hammon
NOTARY PUBLIC for IDAHO
My commission expires: 12/20/06

WARRANTY DEED

FOR VALUE RECEIVED, CHARLES EDWARD BOSS and MARYLIN J. BOSS,
hereinafter called "Grantors," hereby grant, bargain, sell and convey unto DAVID L. BOSS and
DOROTHY A. BOSS, husband and wife, whose address is: 2604 N. 2700 East, Twin Falls,
Idaho, hereinafter called "Grantees," all of their one-third interest in and to the property described
as:

Twin Falls County, Idaho
Recorded for:
PAUL T. SMITH
03:08pm Dec. 30, 1999
1999 - 022940
No. of Pages: 2 Fee: \$6.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: SL

Township 12 South, Range 17 East, Boise Meridian,
Twin Falls County, Idaho.

12S 17E
1E:

Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 and 2, E $\frac{1}{2}$ SW $\frac{1}{4}$,
Lots 3 and 4, W $\frac{1}{2}$ SE $\frac{1}{4}$.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantees and to the Grantees' heirs and assigns forever. And the said Grantors do hereby
covenant to and with the said Grantees that the Grantors are the owners in fee simple of said
premises; that they are free from encumbrances except as described above and the standard
exceptions to a title insurance policy, and that Grantors will warrant and defend the same from
all lawful claims whatsoever.

It is the parties' belief (without warranty) that with this transfer, David L. Boss and Dorothy A. Boss will own all interest in and to the property described herein resulting from this transfer and what the Bosses previously owned on their own.

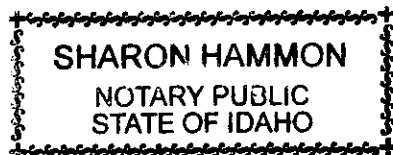
DATED this 30th day of Dec., 1999

Charles E. Boss
CHARLES EDWARD BOSS

Marylin J. Boss
MARYLIN J. BOSS

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30th day of December, 1999, before me, a Notary Public in and for said County and State, personally appeared CHARLES EDWARD BOSS and MARYLIN J. BOSS, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Sharon Hammon
NOTARY PUBLIC for IDAHO
My commission expires: 12/20/06

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

IDAHO SECRETARY OF STATE
05/12/2003 05:00
CK: 37143 CT: 1874 BH: 679919
1 @ 6.00 = 6.00 UCC3 BASIC # 2
Filing Number:
B 6410678

A. NAME & PHONE OF CONTACT AT FILER [optional] JANINE BROWN (208) 733-3821
B. SEND ACKNOWLEDGMENT TO: (Name and Address) TITLEFACT, INC. PO BOX 486 TWIN FALLS ID 83303

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

B857706

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S LAST NAME BOSS	FIRST NAME DAVID	MIDDLE NAME L	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS

7d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
OR			
9b. INDIVIDUAL'S LAST NAME BOSS	FIRST NAME CHARLES	MIDDLE NAME EDWARD	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

TITLEFACT, INC.

163 FOURTH AVENUE NORTH
P.O. BOX 486
TWIN FALLS, IDAHO 83303

Twin Falls County, Idaho

Recorded for:
TITLEFACT

11:15am May 19, 2003
2003-012730

No. of Pages: 1 Fee: \$3.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CN

**** SPACE ABOVE FOR RECORDER ****

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **CHARLES EDWARD BOSS**, a married man dealing with his sole and separate property does hereby certify and declare that a certain mortgage dated December 30, 1999, made and executed by **DAVID L. BOSS AND DOROTHY A. BOSS, husband and wife** the party of the first part therein, to **CHARLES EDWARD BOSS**, a married man dealing with his sole and separate property the party of the second part therein, recorded in the office of the County Recorder of the County of Twin Falls, State of Idaho, on December 30, 1999, as Instrument No. **1999-022941**, covering:

Township 12 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho.

Section 18, E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 and 2, E $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 3 and 4, W $\frac{1}{2}$ SE $\frac{1}{4}$,

together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, he has hereunto set his hand and seal, the 30th day of December, 1999.

Charles E. Boss

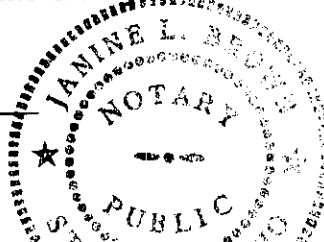
CHARLES EDWARD BOSS

STATE OF IDAHO
County of Twin Falls

On this 30th day of December, 1999, before me, a Notary Public in and for said State, personally appeared **Charles Edward Boss**, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Janine L. Bedard
Notary Public for Idaho
Residing in Twin Falls
Commission Expires 6-28-2003



**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**ASSIGNMENT AND PLEDGE OF WATER
RIGHTS, LICENSES AND PERMITS**

THIS AGREEMENT, made this 30 day of December, 1999, between DAVID L. BOSS and DOROTHY A. BOSS, hereinafter referred to as "Mortgagor," and CHARLES EDWARD BOSS, hereinafter referred to as "Mortgagee,"

W I T N E S S E T H:

As additional security for the payment of that certain Promissory Note in the amount of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00) of even date herewith, made by Mortgagor to the order of CHARLES EDWARD BOSS, which said Note is secured by a Mortgage of even date therewith made by Mortgagor to Mortgagee covering the premises and appurtenances set forth in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "mortgaged premises"), the said Mortgagor, for security purposes only, does hereby assign and transfer to Mortgagee all right, title and interest pertaining to all water rights, licenses and permits to appropriate the public waters of the State of Idaho, used in connection with said premises, together with all renewals and substitutions, including but not limited to, those listed below:

**SEE EXHIBIT "B" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE**

It is also agreed between Mortgagor and Mortgagee that said water rights, licenses and permits shall be appurtenant to the mortgaged property and used in connection with said property during the life of said loan and any extensions thereof.

Mortgagor covenants that Mortgagor will observe and perform all of the obligations imposed upon the Mortgagor under said instruments, and they will not permit to be done anything to impair the validity thereof and the right to use said water rights, licenses and permits so that same will at all times be appurtenant to the mortgaged premises; it will not convey any further rights thereunder to any party other than the owner of the mortgaged premises, and to permit no act that will cause a cancellation or termination of said water rights, licenses and permits.

In the event of a failure of the Mortgagor to keep in full force and effect said water rights, licenses and permits and to perform all acts required thereunder, then such cancellation of said water rights, licenses and permits shall constitute an event of default under the Note and

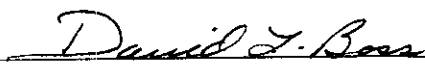
Mortgage above described and, at the election of the Mortgagee, shall entitle Mortgagee to all remedies included in said Note and Mortgage.

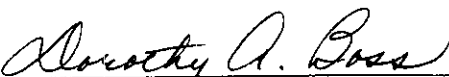
It is agreed that the Mortgagee shall not be liable for the performance of any of the terms and conditions of said water rights, licenses or permits, but Mortgagee, at its option, and not at its obligation, is hereby granted the right to cure any default under said water rights, licenses or permits, at the cost of the Mortgagor, whereas said cost, including any attorney's fees incurred, is thereupon to be immediately due and payable to the Mortgagee under the terms of the Mortgage.

In the event the Mortgagor is in default and the Mortgagee elects to foreclose its Mortgage, the said water rights, licenses and permits may be entered as a part of the mortgaged premises and sold with the Real Estate in such foreclosure action, and the said water rights, licenses and permits may be assigned to the purchaser under said foreclosure suit, together with the mortgaged premises, as a single unit with the property. And, at the option of the Mortgagee, Mortgagee may pursue any other remedy authorized by law for the enforcement of the lien hereby created.

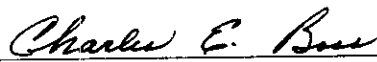
The Mortgagors hereby direct the issuing agency of said water rights, licenses and permits, its successors and assigns, to recognize the Mortgagee, its successors and assigns, as the owners of said water rights, licenses and permits at any foreclosure sale held under or pursuant to the terms of said Mortgage, and in the event of such foreclosure sale, said Mortgagor does hereby, for itself and its successors and assigns, hereby irrevocably appoint the Mortgagee its true and lawful agent and attorney in fact for it and in its name, place and stead to execute, sign, acknowledge and deliver such instruments of transfer as said agent shall deem fit and proper in its sole discretion to accomplish said transfer to the purchaser as such foreclosure sale held under or in pursuant to the remedies provided in said Mortgage, in the event of a default thereunder.

"MORTGAGOR"


David L. Boss


Dorothy A. Boss

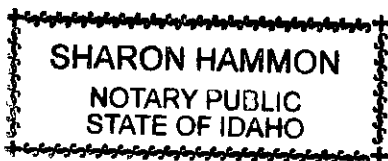
"MORTGAGEE"


Charles Edward Boss

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30 day of December, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID L. BOSS and DOROTHY A. BOSS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

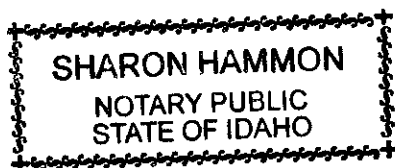


Sharon Hammon
Notary Public for Idaho
Residing at Twin Falls
My Commission Expires 12/20/06

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30 day of December, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared CHARLES EDWARD BOSS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Sharon Hammon
Notary Public for Idaho
Residing at Twin Falls
My Commission Expires 12/20/06

EXHIBIT "A"

Township 12 South, Range 17 East, Boise Meridian, Twin Falls
County, Idaho.

Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 and 2, E $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 3 and 4,
W $\frac{1}{2}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right-Of-Way

EXHIBIT "B"

521.1 shares of stock from Salmon River Canal Company, Ltd. (SRCC), Stock Certificate No. 3885; and deep well water permit referred to as IDWR No. 47-08011B, together with all other water rights appurtenant to that certain real property, legally described as:

Township 12 South. Range 17 East, Boise Meridian, Twin Falls County, Idaho.

Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$, Lots 1 and 2, E $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 3 and 4,
W $\frac{1}{2}$ SE $\frac{1}{4}$