



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

February 1, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

LARS D LARSEN
JOYCE A LARSEN
1774 E 3600 N
BUHL ID 83316

RE: Change of Ownership for Water Right 47-10733

Dear Mr. & Mrs. Larsen:

Our letter of December 30, 2004 (copy enclosed) requesting the required support data for the above referenced ownership change remains unanswered. Therefore, I am returning the ownership change request. A copy of your ownership change information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data we will be happy to complete the request for you.

If you have any questions regarding this matter, please contact Kari Lynn Townsend at 208-287-4952.

Sincerely,

Kandice L. McDermott
Records Analyst

/klm
enclosure

RECEIVED
MAR 10 2000
Department of Water Resources
Southern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

alcreed
RECEIVED
MAR 09 2000
Department of Water Resources
Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED

1. Water Right No(s).: _____
Adjudication Claim No(s).: 47-10733 MAR 14 2000
Department of Water Resources
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 attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: Mary E. Pierce & Jack Pierce
441 Carriage Lane Twin Falls, Idaho 83301
4. New Owner/Claimant(s): Lars D. Larsen or Joyce A. Larsen
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address: 1774 E 3600 N.
City, State and ZIP Code: Buhl, Idaho 83316
New Telephone Number: (208) 326-4441
5. Date you acquired the property: 6-3-1993
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 you irrigate 0 Number and type of stock 0
Diversion rate in CFS 0 Number of homes 1 Other uses Water Lawn
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 or Claimant(s): Douglas Larsen
Joyce A. Larsen
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

Lawyers Title Insurance Corporation

COMMITMENT FOR TITLE INSURANCE

BY

TITLEFACT, INC.

TWIN FALLS, IDAHO

PREPARED FOR:

FIRST FEDERAL SAVINGS BANK OF TWIN FALLS

AT THE REQUEST OF:

Cheryl

WITH COPIES TO:

MAGIC VALLEY REALTY - Steve Kohntopp

FENWICK REALTY - Bill Fenwick

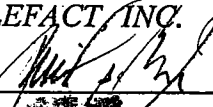
CLOSING AGENT WILL BE:

FRANCES CLIFTON

PREPARED AND COUNTERSIGNED IN: TWIN FALLS, IDAHO

ORDER NO. 33445fc

TITLEFACT, INC.

BY: 

AUTHORIZED AGENT

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Form No. 91-88

035-1-088-0001/7

RECEIVED

MAR 10 2000

**Department of Water Resources
Southern Region**

LAWYERS TITLE INSURANCE CORPORATION
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. EFFECTIVE DATE: May 24, 1993

CASE NO. 33445fc

2. POLICY OR POLICIES TO BE ISSUED

- (a) ALTA Owner's Policy - (4-6-90)
Standard Coverage Owners Policy
Form No. 113 in the amount of

\$74,500.00

Proposed Insured:

LARS D. LARSEN and JOYCE A. LARSEN, husband and wife

- (b) ALTA Loan Policy - (4-6-90)
Extended Coverage Lenders Policy
Form No. 112 in the amount of
Endorsements: 100, 116, 8.1

\$22,000.00

Proposed Insured:

FIRST FEDERAL SAVINGS BANK OF TWIN FALLS

3. Title to the FEE SIMPLE estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

EVELYN MARY PIERCE, individually, and MARY PIERCE in Trust with Remainder to JACK PIERCE, dealing with his sole and separate property, and MARY LOU PIERCE LANCASTER, dealing with her sole and separate property

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

Township 10 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho
Section 28: W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying above the High Line Canal

LAWYERS TITLE INSURANCE CORPORATION
SCHEDULE B - Section 1
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 EVELYN MARY PIERCE, individually, and MARY PIERCE in Trust with Remainder to JACK PIERCE, dealing with his sole and separate property, and MARY LOU PIERCE LANCASTER, dealing with her sole and separate property, conveying fee simple title to LARS D. LARSEN and JOYCE A. LARSEN, husband and wife.

NOTE: This document will require a properly executed acknowledgement for Idaho.

- (2) MORTGAGE from LARS D. LARSEN and JOYCE A. LARSEN, husband and wife, securing the loan.
- Item (c) Evidence of current payment of child support as provided for in Divorce Decree between Valerie Jean Larsen, Plaintiff, vs. Lars Douglas Larsen, Defendant, recorded November 9, 1984, as Instrument No. 870678, records of Twin Falls County, Idaho.

The taxes for 1992 are assessed in the amount of \$702.94, Receipt No. 21566, which are paid in full. (Parcel No. 10S15E288410)

NOTE: Because of the provisions of the Idaho Homestead law (Chapter 10, Title 55, I.C.), the company will require:

- (a) the personal execution and acknowledgement of any deed, deed of Trust, mortgage or power of attorney to convey or encumber the homestead by the vested owner and spouse, if any,
or in the alternative
(b) an affidavit, signed by the vested owner and spouse which states that the land described herein is not their principal residence, or the land is not claimed as homestead property, or their principal residence is _____. (and if applicable, the vested owner is not married)

LAWYERS TITLE INSURANCE CORPORATION**COMMITMENT FOR TITLE INSURANCE****SCHEDULE B - Section 2****EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. 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.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records of attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes for the year 1993 and all subsequent years, which are an accruing lien, due and payable on or before December 20th of said year. Liability for added assessments and subsequent tax billings, if any, pursuant to Idaho Code Section 63-403 and 63-3906.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts Authorizing the issuance thereof, water rights, claims or title to water.
8. No liability is assumed for possible unfilled Mechanics' or Materialmen's liens.
NOTE: Upon satisfactory inspection showing no recent construction, this item will be eliminated from the Mortgage policy.
9. Such state of facts as would be disclosed by an accurate survey and/or inspection of the premises.
NOTE: Upon satisfactory inspection of the premises, this exception will be eliminated from the Mortgage policy or amended in accordance with the facts disclosed thereby.

Exceptions numbered 1 through 4 are hereby omitted, as to Loan Policy only.

The Owner's Policy to be issued, if any, shall contain the following items in addition to the ones set forth above:

- (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b)
- (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing issuance thereof; water rights claims or title to water.
- (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for 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 (6) 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. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as Effective Date.

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 and 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.

Lawyers Title Insurance Corporation

By:

Marion C. Bowling, Jr.

President

Attest:

[Signature]

Secretary.

