

Sec. 27

Twp 7

Rng 13

N $\frac{1}{2}$ NE $\frac{1}{4}$

075 13E 27

This map is given for informational purposes only - no assurances are made as to the actual footages and boundaries reflected herein.

1/4 mile scale

NE $\frac{1}{4}$ NE $\frac{1}{4}$

GOODING
TITLE & ESCROW
COMPANY

N²N²E⁴ less TAX #s

0155

TAX - 6-C

0006

MARVIN H. WOLF
BARBARA A. JOSEPH

TAX 6-5

0135

~~WILLIAM B. SHAPPEE~~

Rienda

Tax 15

NIKO & A.
GWENDOLYN
PEARSON
TZANAKIS

0112

TAX 21

David Moore Tru 57

0576

2+22
0569

Don R. & Carolyn A.
Marvis

~~TAX 1~~

Roy E. Saurie

TAX 10

0562

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RECEIVED

SEP 16 2003

SEP 16 2003

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
36-00033C - ORIG. WR #					
36-16086 - CURRENT WR #					

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) Don R. Jarvis and Caroline A. Jarvis
P.O. Box 678, Meadview, AZ. 86444.
4. New Owner/Claimant(s) David G. Pegram and Geraldine S. Pegram
Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address Space #18, Blue Spruce Mobile Estates
Hagerman, ID. 83332.
- City, State and ZIP Code
- New Telephone Number () _____
5. Date you acquired the property September, 2nd, 2003.

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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) Donald S. Regan
(include title if applicable) Guadalupe S. Regan

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 [Signature] Date 9/17/03 Fee 25.00
 Received by [Signature] Date 9/17/03 Receipt No. 50,201,22
 Processed by [Signature] AJ Date _____ WR _____ Date _____

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OCT 20 2003

Order No: G030418

WARRANTY DEED

For Value Received

DON R. JARVIS and CAROLINE A. JARVIS, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

DAVID G. PEGRAM and GERALDINE S. PEGRAM, Husband and Wife

the grantee(s), whose current address is

Space #18, Blue Spruce Mobile Estates, Hagerman, ID. 83332.

the following described premises, to-wit:

See Attached Exhibit "A"

Instrument # 202525

GOODING, GOODING, IDAHO

2003-09-05

11:36:21 No. of Pages: 2

Recorded for : GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy Fee: 6.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) 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 he/she/they will warrant and defend the same from all claims whatsoever.

Dated: September 2, 2003

DON R. JARVIS

CAROLINE A. JARVIS

STATE OF IDAHO

COUNTY OF GOODING

On This 3 day of September, in the year 2003, before me, a Notary Public in and for said State, personally appeared DON R. JARVIS and CAROLINE A. JARVIS, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Lori R. Granus
Notary Public of Idaho
Residing at Kimberly, Idaho
Commission Expires: July 4, 2006

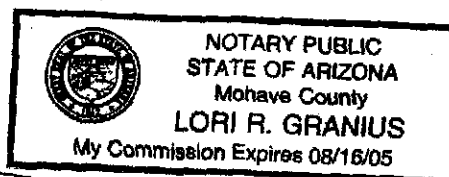
TITLE & ESCROW
COMPANIESMICROFILMED
OCT 20 2003

**EXHIBIT A
G030418**

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

Section 27: A parcel of land located in the Northeast Quarter of the Northeast Quarter and more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast Quarter of the Northeast Quarter;
Thence South 0°00'00" East a distance of 950.33 feet along the Easterly boundary of said Northeast Quarter of the Northeast Quarter to the TRUE POINT OF BEGINNING;
Thence South 0°00'00" East a distance of 222.11 feet along the Easterly boundary of said Northeast Quarter of the Northeast Quarter;
Thence South 89°50'00" West a distance of 492.84 feet;
Thence North 0°00'00" East a distance of 219.82 feet parallel with the Easterly boundary of said Northeast Quarter of the Northeast Quarter;
Thence North 89°34'00" East a distance of 492.86 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO an easement for the purposes of ingress, egress, and public utilities over a strip of land 15.00 feet in width and being the Northerly 15.00 feet of the above described parcel.

AND ALSO SUBJECT TO an easement for irrigation purposes 10.00 feet in width and being the Southerly 10.00 feet of the above described parcel.

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COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri 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 therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) 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.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

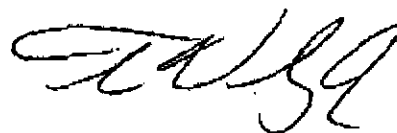
CHICAGO TITLE INSURANCE COMPANY

By:

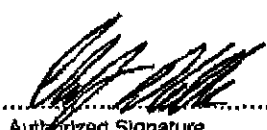


President

By:



Secretary


Authorized Signature

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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 Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where 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.

EXCLUSIONS

NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.

The Exclusions from Coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the estate or interest insured by this policy.

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EXCLUSIONS (Cont'd.)

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA LOAN POLICY FORM (10-17-92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. G030418

1. Effective Date: August 5, 2003 at 8:00 AM

2. Policy or Policies to be issued:

ALTA Owner's Policy (10-17-92)

Proposed Insured:

DAVID G. PEGRAM and GERALDINE S. PEGRAM

Premium:

\$34,500.00

\$348.00

ALTA Loan Policy (10-17-92)

Proposed Insured:

Premium:

\$

\$0.00

Endorsements:

Premium:

\$0.00

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 Fee Simple estate or interest in said land is at the effective date hereof vested in:

DON R. JARVIS and CAROLINE A. JARVIS, Husband and Wife

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

See Attached Exhibit "A"

The records of the Gooding County Tax Rolls disclose the above property address as:
NONE

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CHICAGO TITLE INSURANCE COMPANY

SEP 20 2003

**EXHIBIT A
G030418**

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

Section 27: A parcel of land located in the Northeast Quarter of the Northeast Quarter and more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast Quarter of the Northeast Quarter;
Thence South 0°00'00" East a distance of 950.33 feet along the Easterly boundary of said Northeast Quarter of the Northeast Quarter to the TRUE POINT OF BEGINNING;
Thence South 0°00'00" East a distance of 222.11 feet along the Easterly boundary of said Northeast Quarter of the Northeast Quarter;
Thence South 89°50'00" West a distance of 492.84 feet;
Thence North 0°00'00" East a distance of 219.82 feet parallel with the Easterly boundary of said Northeast Quarter of the Northeast Quarter;
Thence North 89°34'00" East a distance of 492.86 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO an easement for the purposes of ingress, egress, and public utilities over a strip of land 15.00 feet in width and being the Northerly 15.00 feet of the above described parcel.

AND ALSO SUBJECT TO an easement for irrigation purposes 10.00 feet in width and being the Southerly 10.00 feet of the above described parcel.

MICROFILMED CHICAGO TITLE INSURANCE COMPANY

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COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1

File Number: G030418

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 insure must be executed and duly filed for record, to wit:

NOTE: We have not provided copies of any exceptions with this report. However, copies of said exceptions will be provided upon request.

For further information regarding this report, please contact:

Gooding Title & Escrow Company
342 Main Street P. O. Box 446
Gooding, ID 83330

TITLE OFFICER: Chris J. Keller
(208) 736-2424 fax (208) 736-3737

ESCROW OFFICER: Leslie Lierman
208-934-4427 fax 208-934-4741

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2

File Number: G030418

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed to the satisfaction of the Company

A. 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 of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. General Exceptions:

Rights or claims of parties in possession not shown by the public records.

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. 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.
4. (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), (c), are shown by the public records.
5. Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

C. Special Exceptions:

6. General Taxes for 2003 are an accruing lien, not yet due or payable.

NOTE: Taxes for 2002 were \$283.54, Parcel No. RP07S13E270569, Bill No. 8420, No Homeowners Filed, which have been paid in full.

7. Levies and assessments due Gooding County for Solid Waste. PAID CURRENT
8. Liens, levies and assessments of the American Falls Reservoir District and the rights, powers and easements of said District as by laws provided. Said assessments are included in the taxes.
9. Liens, levies and assessments of the North Side Canal Company and the rights, powers and easements of said Company, as by law provided.
10. Canals and laterals of North Side Canal Company and Subject to the rights of ingress and egress.

(Continued)

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CHICAGO TITLE INSURANCE COMPANY

AUG 28 2003

SCHEDULE B - SECTION 2
CONTINUED

File Number: G030418

11. Power Line Easement and the Terms and Conditions thereof:
In Favor of: Idaho Power Company, a corporation
Recorded: October 22, 1945
In Book 5 of
Miscellaneous
page 602

NOTE:

If property is to vest in David G. Pegram, when so vested will be subject to the following:

State Tax Lien No's T70056 and T114066

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CHICAGO TITLE INSURANCE COMPANY

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

JUL 18 2002

Department of Water Resources

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
~~36-16039~~					
36-16086					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25.00
- 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) ARDYCE V. HOLSINGER TRUST

4. New Owner/Claimant(s) DON R. AND/OR CAROLINE A. JARVIS
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address 7925 E CLOUD RD P.O. BOX 678

City, State and ZIP Code TUCSON AZ 85750 MEADVIEW, AZ 86444

New Telephone Number (520) 403-4940

5. Date you acquired the property JUL 2000 **MICROFILMED**

OCT 17 2002

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	36-16039	
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	0.08 CFS	
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) Dave Jarvis
(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		JUL 18 2002	Fee \$25.00	MICROFILMED
Received by <u>J. M. [Signature]</u>	Date	JUL 18 2002	Receipt No. <u>11063425</u>	DEC 17 2002
Received by <u>J. M. [Signature]</u>	Date		WR	
Processed by <u> </u>	AJ Date		Date	

WARRANTY DEED

For Value Received

Ardyce V. Holsinger Trust Dated September 3, 1997.

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

Don R. Jarvis And Caroline A. Jarvis,
Husband And Wife.

the grantee(s), whose current address is

7925 E. CLOUD ROAD, TUCSON, AZ 85750

the following described premises, to-wit:

See Attached Exhibit "A"

Together with State of Idaho Department of Water Resources water adjudication
Claim No. 36-00033C with .08 CFS of water.

Instrument # 187818

GOODING, GOODING, IDAHO
2000-10-17 01:49:41 No. of Pages: 2
Recorded for: GOODING TITLE
HELEN EDWARDS Fee: 6.00
Ex-Officio Recorder Deputy *Helen Edwards*
Index to: DEED, WARRANTY

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s),
his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and
with the said Grantee(s), that he/she/they are the owner(s) 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 he/she/they will warrant and defend the same from all claims whatsoever.

Dated: October 12, 2000

ARDYCE V. HOLSINGER TRUST DATED September 3, 1997.

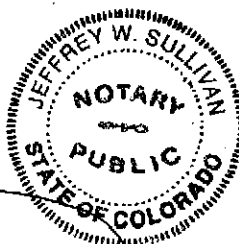
Ardyce V. Holsinger, Trustee
ARDYCE V. HOLSINGER, TRUSTEE

STATE OF Colorado
: SS
COUNTY OF Denver

On This 12 day of OCTOBER, in the year 2000, before me, a Notary Public in and for said State,
personally appeared Ardyce V. Holsinger, Trustee known or identified to me to be the person whose
name is subscribed to the within instrument as trustee of the Ardyce V. Holsinger Trust dated September 3, 1997
and acknowledged to me that he executed the same as such trustee.

WITNESS my hand and official seal.

Jeffrey W. Sullivan
Notary Public of
Residing at
Commission Expires: 02 24 04



TITLE & ESCROW
COMPANIES

Part of
36-16039

MICROFILMED

001 17 2002

EXHIBIT A
G000404

RP07S13E270569

Township 7 South, Range 13 East of the Boise Meridian, Gooding County, Idaho.

Section 27: A parcel of land located in the Northeast Quarter of the Northeast Quarter and more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast Quarter of the Northeast Quarter;
Thence South 0°00'00" East a distance of 950.33 feet along the Easterly boundary of said
Northeast Quarter of the Northeast Quarter to the TRUE POINT OF BEGINNING;
Thence South 0°00'00" East a distance of 222.11 feet along the Easterly boundary of
said Northeast Quarter of the Northeast Quarter;
Thence South 89°50'00" West a distance of 492.84 feet;
Thence North 0°00'00" East a distance of 219.82 feet parallel with the Easterly boundary
of said Northeast Quarter of the Northeast Quarter;
Thence North 89°34'00" East a distance of 492.86 feet to the TRUE POINT OF
BEGINNING.

SUBJECT TO an easement for the purposes of ingress, egress, and public utilities over
a strip of land 15.00 feet in width and being the Northerly 15.00 feet of the above
described parcel.

AND ALSO SUBJECT TO an easement for irrigation purposes 10.00 feet in width and
being the Southerly 10.00 feet of the above described parcel.

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SEP 17 2012

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-16086

WATER RIGHT NUMBER: 36-16086

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	CONSTANCE L ELLIS 2875 BERNICE DR BURLEY, ID 83318 (208) 678-9365
Original Owner	LEROY E ELLIS 2875 BERNICE DR BURLEY, ID 83318 (208) 678-9365
Current Owner	DON R JARVIS PO BOX 678 MEADVIEW, AZ 86444 (520) 403-4940
Current Owner	CAROLINE A JARVIS PO BOX 678 MEADVIEW, AZ 86444 (520) 403-4940

Priority Date: 03/08/1902

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
WEATHERBY SPRINGS	BILLINGSLEY CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	02/15 to 11/30	0.080 CFS	
	<u>Total Diversion:</u>	0.180 CFS	

Location of Point(s) of Diversion

WEATHERBY SPRINGS	SE1/4NE1/4SW1/4	Sec. 30, Twp 07S, Rge 14E, B.M.
GOODING County		

Place of UseIRRIGATION Within GOODING County

T07S R13E S27 NENE 2.4

Total Acres: 2.4

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

1. Explanatory WATER IS DELIVERED THROUGH THE BAR S DITCH, CURREN DITCH AND NORTH PIPE.

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OCT 17 2002

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-16086

Comments:

1. scurtis 10/8/2002 Ownership Change

~~Comment:~~ This right is a result of a split of Right 36-16039 into rights 36-16086 and 36-16087 by an ownership change.

Dates and Other Information:

Decreed Date: 11/27/2001

Water District Number: 36A

MICROFILMED

OCT 17 2002

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-16039

WATER RIGHT NUMBER: 36-16039

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOSEPH A KRAJNIK 1215 4TH AVE E TWIN FALLS, ID 83301 (208) 736-4523
Current Owner	TONI L KRAJNIK 1215 4TH AVE E TWIN FALLS, ID 83301 (208) 736-4523
Original Owner	CONSTANCE L ELLIS 2875 BERNICE DR BURLEY, ID 83318 (208) 678-9365
Original Owner	LEROY E ELLIS 2875 BERNICE DR BURLEY, ID 83318 (208) 678-9365

Priority Date: 03/08/1902

Basis: Decreed

Status: PARENT

<u>Source</u>	<u>Tributary</u>
WEATHERBY SPRINGS	BILLINGSLEY CREEK

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	02/15 to 11/30	0.180 CFS	
	<u>Total Diversion:</u>	0.180 CFS	

Location of Point(s) of Diversion

WEATHERBY SPRINGS	SE1/4NE1/4SW1/4	Sec. 30, Twp 07S, Rge 14E, B.M.
GOODING County		

Place of UseIRRIGATION Within GOODING County

T07S R13E S27 NENE 5.5

Total Acres: 5.5

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

1. Explanatory WATER IS DELIVERED THROUGH THE BAR S DITCH, CURREN DITCH AND NORTH PIPE.

MICROFILMED

OCT 17 2002

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 36-16039

Comments:

1. cclark 4/23/2002 Ownership Change

Comment: Water right ~~36-38C~~ was split through an ownership change into rights 36-16039 and 36-16040.

2. Ownership Change 10/8/2002 9:42:43 AM Split Right

Comment: Split into 36-16086 and 36-16087.

Dates and Other Information:

Decreed Date: 11/27/2001

Water District Number: 36A

MICROFILMED

OCT 9 7 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 3, 2003

DAVID G PEGRAM
GERALDINE S PEGRAM
SPACE #18
BLUE SPRUCE MOBILE ESTATES
HAGERMAN ID 83332

RE: Change of Ownership for Water Right 36-16086

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,



for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED

OCT 7 2003



GOODING
TITLE & ESCROW
COMPANY

RECEIVED

SEP 19 2003

Department of Water Resources

September 15, 2003

VIA REGULAR MAIL

IDAHO DEPARTMENT OF WATER RESOURCES

ATTN: TRISH

1341 FILLMORE ST., SUITE 200

TWIN FALLS, ID 83301-3380

RECEIVED

SEP 16 2003

Department of Water Resources
Southern Region

Re: Order No. G030418
PEGRAM / JARVIS

Dear Trish:

In connection with the above mentioned order, attached please find the documents that go with check no. 3207 in the amount of \$25.00.

- Warranty Deed
- Notice of Change in Water Right Ownership
- Title Report

Thank you for using Gooding Title & Escrow Company. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Missy J. Brown

Escrow Assistant

Gooding Title & Escrow Company

/mjb

encl.

MICROFILMED

OCT 20 2003



GOODING
TITLE & ESCROW
COMPANY

RECEIVED
SEP 19 2003
Department of Water Resources

RECEIVED
SEP 08 2003
Department of Water Resources
Southern Region

September 5, 2003

VIA REGULAR MAIL

IDAHO DEPARTMENT OF WATER RESOURCES
1341 FILLMORE ST., SUITE 200
TWIN FALLS, ID 83301-3380

Re: Order No. G030418
PEGRAM / JARVIS

Dear Sir or Madam:

In connection with the above mentioned order, attached please find our check no. 3207 in the amount of \$25.00, representing: 36-00033C.

Thank you for using Gooding Title & Escrow Company. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Missy J. Brown
Escrow Assistant
Gooding Title & Escrow Company

/mjb

encl.

MICROFILM

OCT 20 2003



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 9, 2002

DON R JARVIS
CAROLINE A JARVIS
PO BOX 678
MEADVIEW AZ 86444

RE: Change of Ownership for Water Right 36-16086

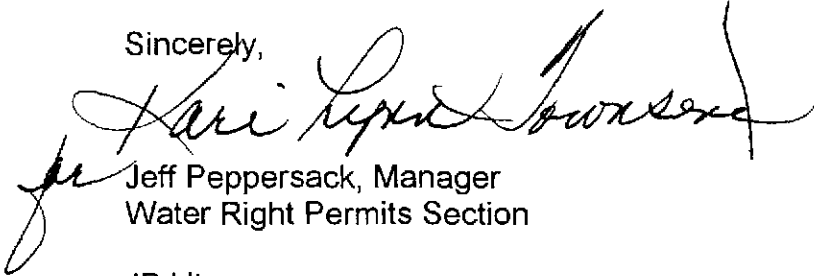
Dear Water Right Holder(s):

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Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,



Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED

OCT 17 2002