

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

RECEIVED**AUG 06 2002**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

**WATER RESOURCES
WESTERN REGION**

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.

<u>Water</u> <u>Right No(s).</u>	<u>Adjudication</u> <u>Claim No(s).</u>	<u>Split</u>	<u>Water</u> <u>Right No(s).</u>	<u>Adjudication</u> <u>Claim No(s).</u>	<u>Split</u>
63-18499					

RECEIVED

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

AUG - 8 2002

A. The appropriate **FILING FEE**. See instructions for fee amounts.

Department of Water Resources

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) Louis C. and Laurie M. Bauman
917 E. Martinique Dr., Meridian, Id., 83642
4. New Owner/Claimant(s) Ted D. and Lindy A. Epperly
Name Connector (Check one): [] and, [] or, [] and/or
 New Mailing Address 2180 Ribier Drive
 City, State and ZIP Code Meridian, Id., 83642
 New Telephone Number (208) 846-8222
 5. Date you acquired the property 7/31/02

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 (If the right(s) will not be split, skip this area and proceed to item 7)		PORTION OF WATER RIGHT skip this area and proceed to item 7)	
Water Right and/or Adjudication Claim Number _____		_____	
Water Use	Diversion (cubic feet per second or ac)	Volume 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 DH Date 8-6-02 Fee \$25-
 Received by _____ Date 8-6-02 Receipt No. W029547
 Processed by _____ AJ Date _____ WR _____ Date _____

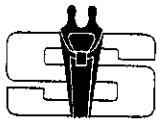
IDA COUNTY RECORDER
DAVID NAVARRO
BOISE, IDAHO
STEWART

RECORDED - RECORD OF

FEE 3-10-02 DEPUTY

2002 JUL 31 PM 3:57

102086752



TDE
JAE

02017168 PD/CS

WARRANTY DEED

For Value Received LOUIS C. BAUMAN AND LAURIE M. BAUMAN, HUSBAND AND WIFE

the Grantor hereby grants, bargains, sells, conveys and warrants unto TED D. EPPERLY AND LINDY A. EPPERLY, HUSBAND AND WIFE

the Grantee whose current address is: 2180 RIBIER DRIVE, MERIDIAN, ID 83642

the following described premises, to-wit:

LOT 10, of the RESUBDIVISION of Lots 7, 8, 9 and 10, OF ALMADEN ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 39 OF PLATS AT PAGES 3186 AND 3187; AND AS AMENDED BY INSTRUMENT RECORDED JULY 8, 1976 AS INSTRUMENT NO. 7626426; AND FURTHER AMENDED BY AFFIDAVIT, RECORDED APRIL 12, 1977 AS INSTRUMENT NO. 7715436, RECORDS OF ADA COUNTY, IDAHO.

Parcel Number: R0349150040

SUBJECT TO: Current General Taxes, a lien in the process of assessment. not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 26, 2002


LOUIS C. BAUMAN


LAURIE M. BAUMAN

State of IDAHO

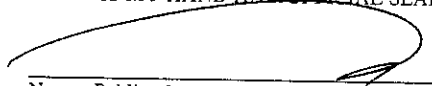
ss.

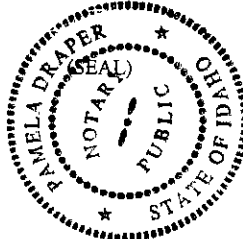
County of ADA

On this 26th day of July, 2002, before me, the undersigned, a Notary Public, in and for said State, personally appeared LOUIS C. BAUMAN AND LAURIE M. BAUMAN, HUSBAND AND WIFE

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public PAMELA DRAPER
Residing at: BOISE, IDAHO
Commission Expires: April 16, 2003



Per Valerie at Ada
County assessor's office
T4N R1W S23 E1/2
Eligible 11/1/02

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

STEWART

RECORDED - REQUEST OF

FEE

42-*[Signature]*
102086753

Poor Copies

After Recording Return To:

Home Federal Savings & Loan Association of Nampa
500 12th Avenue South
Nampa, ID 83651

2002 JUL 31 PM 3:57

02017168 PD/KG

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **July 29, 2002**, together with all Riders to this document.

(B) "Borrower" is **TED D EPPERLY and LINDY A EPPERLY, HUSBAND AND WIFE**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Home Federal Savings and Loan Association of Nampa**

Lender is a **Savings and Loan**
the laws of **the State of Idaho**

organized and existing under
Lender's address is

500 12th Avenue South, Nampa, ID 83651-

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **STEWART TITLE**

(E) "Note" means the promissory note signed by Borrower and dated **July 29, 2002**. The Note states that Borrower owes Lender **Three Hundred Forty Eight Thousand and no/100**

Dollars (U.S. \$ **348,000.00**)

plus interest. Borrower has promised

to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 01, 2032**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

☐ 1-4 Family Rider

☐ Biweekly Payment Rider