

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

RECEIVED

JUN 07 2004

Department of Water Resources
Southern Region

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
36-5B					
36-3B					
36-19B					

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)

Kingston Properties L.P.

4. New Owner/Claimant(s)

M. Brent Stevens

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

57 Marguerite Drive

City, State and ZIP Code

Rancho Palos Verdes, CA

90275

New Telephone Number

(310) 780-9009

5. Date you acquired the property

6/1/04

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)

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>6/10/04</u>	Fee <u>75.00</u>
Received by <u>[Signature]</u>	Date <u>6/10/04</u>	Receipt No. <u>20216824</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

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JUL 15 2004

DEPARTMENT OF
WATER RESOURCES

No. G040105

EXHIBIT "A"

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

Section 27: Lots 6, 16, 27, and 37, and Lots 4, 5, 17, West of the access road

EXCEPTING THEREFROM the following described parcel:

BEGINNING at the Southwest corner of Lot 37, Buckeye Ranch, as the same is platted in the official plat thereof now of record in the office of the County Recorder of Gooding County, Idaho;

THENCE East along the South line of said Lot 37, 190 feet to the TRUE POINT OF BEGINNING;

THENCE East along said South line to the Southeast corner of said Lot 37;

THENCE North to the Northeast corner of said Lot 37;

THENCE in a Northeasterly direction to a point on the North line of Lot 26 of the Buckeye Ranch, 820 feet East of the Northwest corner of Lot 27 of the Buckeye Ranch;

THENCE West along the North line of said Lot 27, 305 feet;

THENCE in a Southwesterly direction to a point 280 feet East of the Southwest corner of said Lot 27;

THENCE in a Southwesterly direction to the TRUE POINT OF BEGINNING.

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

Section 28: Lots 7 through 15, inclusive and Lots 28 through 36, inclusive of the Buckeye Ranch *Subs. 8-5-52*

EXCEPTING THEREFROM that part of Lots 9, 10 and 11 of Buckeye Ranch according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho described as follows:

BEGINNING at a point on the North boundary of Lot 4, Section 28, which point is West 660.00 feet from the Northeast corner of said Lot 4;

THENCE South 214.00 feet to a point in the existing fence;

THENCE South 60°42' West along said fence line 175.70 feet;

THENCE West 345.80 feet to a steel pipe set on the East bank of the reservoir of Lower Salmon Falls Dam;

THENCE continuing West to the River Bank, according to the original GLO Land Survey;

THENCE Northerly following along the river to the point of intersection with the North boundary line of Lot 4;

THENCE East to the POINT OF BEGINNING.

ALSO EXCEPTING the North 20 feet of the S1/2 of the NW1/4, Section 27, and the SE1/4 of the NE1/4 and the East 548 feet of Lot 4 of Section 28, Township 7 South, Range 13 East of the Boise Meridian, for road purposes as set forth in Deed to Hagerman Highway District, a Municipal Corporation of Idaho, dated June 6, 1951 and recorded October 16, 1951 in Book 45 Deeds Page 182.

K28029

WARRANTY DEED

For Value Received **Annette M. Stevens, a married woman**

CLERK OF COURT
George M. Callahan
CLERK OF COURT
CLERK OF COURT

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

M. Brent Stevens, a married man as his sole and separate property

whose address is: **57 Marguerite Drive, Rancho Palos Verdes, CA 90275**

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DEPARTMENT OF
WATER RESOURCES

Hereinafter called the Grantee, the following described premises situated in **Gooding** County, Idaho, to-wit:

See Attached Exhibit "A"

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner 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 Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 25, 2004

Annette M. Stevens
Annette M. Stevens

STATE OF *California*

COUNTY OF *Los Angeles*

), ss.

On this 31 day of May, 2004, before me, the undersigned Notary in and for said State, personally appeared Annette M. Stevens, known or identified to me (or proved to me), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Leigh K. Lanier
Notary Public of *California*

Residing at: *1247 9th St, Manhattan Beach CA 90266*

Commission Expires: *July 28, 2005*



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DEPARTMENT OF
WATER RESOURCES

No. G040105

EXHIBIT "A"

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

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

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TWIN FALLS
TITLE & ESCROW
COMPANY

Page 1st Amended

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DEPARTMENT OF
WATER RESOURCES

June 29, 2004

U.S. Bank
PO Box 5920
Ketchum, ID 83340

RE: G040105

Dear Sam:

Please find attached the following:

- | | |
|---|---|
| ☐ JR - 1 Endorsement | ☒ Policy of Title Insurance
No. CW 3706773 |
| ☐ Copy of Commitment for Title Insurance | ☐ Original recorded Warranty
Deed Inst. No. |
| ☐ Preliminary Billing | ☐ Original recorded Deed of
Trust Inst No. |
| ☐ Final Billing | ☐ Original Modification of Deed
of Trust Inst. No. |
| ☐ Restrictive Covenants | ☐ Lot Book Report |
| ☐ Copies of Exception No. | |
| ☐ Copy of Plat Map | |
| ☐ Amended Schedule A | |
| ☐ Datedown Endorsement | |

If you have any questions, please do not hesitate to contact our office.

Thank you for the opportunity of serving you.

Sincerely,

Tamara McEntarfer
Title Officer
Twin Falls Title Escrow Company

Enclosures/Attachments

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DEPARTMENT OF
WATER RESOURCES

Form No. 1056.92 (10/17/92)
ALTA Loan Policy-Form 1
Schedule A

SCHEDULE A

Policy No. CW 3706773

File No. G040105
Policy Form No. 1056.92
Amount of Insurance \$1,575,000.00

Premium \$1,254.00
Endorsements \$50.00

Policy Date: June 2, 2004 at 2:40 PM

1. Name of Insured:
U.S. BANK N.A., its successors and/or assigns
2. The Estate of interest in the land which is encumbered by the insured mortgage is:

FEE SIMPLE

3. Title to the Estate of Interest in the land is vested in:
M. BRENT STEVENS, a married man as his sole and separate property.

4. The insured mortgage is described as follows:

Idaho Mortgage , Security Agreement and Assignment of Rents dated May 27, 2004 to secure an indebtedness in the principal sum of \$1,575,000.00.
Recorded: June 2, 2004 as Instrument No. 206546
Mortgagor: M. Brent Stevens
Mortgagee: U.S. Bank N.A.

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

See Attached Exhibit "A"

K28029

WARRANTY DEED

For Value Received **Kingston Properties L.P., an Idaho Limited Partnership**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

M. Brent Stevens, a married man as his sole and separate property

whose address is: **57 Marguerite Drive, Rancho Palos Verdes, CA 90275**

Hereinafter called the Grantee, the following described premises situated in **Gooding County, Idaho**, to-wit:

See Attached Exhibit "A"

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner 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 Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 25, 2004

Kingston Properties L.P.

By: DK Enterprises, Inc., General Partner

By: David O. Kingston
David O. Kingston, President

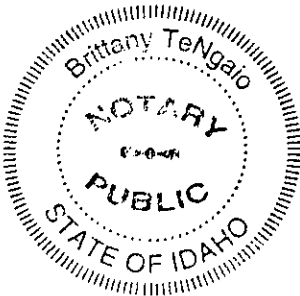
STATE OF Idaho

)ss.

COUNTY OF Sanneville

On this 27th day of May, 2004, before me, the undersigned Notary in and for said State, personally appeared David O. Kingston, known to me (or proved to me) to be the president of DK Enterprises, Inc., the principal partner in the partnership of Kingston Properties L.P., an Idaho Limited Partnership, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

Brittany TeNgalo
Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1/28/07



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DEPARTMENT OF
WATER RESOURCES

Harvey McAllister

EXHIBIT "A"

No. G040105

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WATER RESOURCES

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JUL 15 2004

DEPARTMENT OF
WATER RESOURCES

**SCHEDULE B
PART I**

File No. G040105

Policy No. CW 3706773

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. General Taxes for 2004 are an accruing lien, not yet due or payable.
2. Levies and assessments due Gooding County for Solid Waste.
3. Any claim arising from the difference in the mean high water line of the Snake River River and the meander line as shown by the Original Government Survey.
4. Restrictions, reservations and rights-of-way for ditches as set forth in Judgment recorded December 2, 1919 in Book 3 Judgments Page 293.
5. Power line easement granted to Idaho Power Company, a corporation, its licensees, successors and assigns, recorded June 10, 1961 as Instrument No.: 1588.
6. Easement for the perpetual right and easement for flooding, sub-irrigating, draining or otherwise affecting with the waters of Snake River granted to Idaho Power Company, a corporation recorded March 5, 1949 in Book 6 of Miscellaneous, Page 405.
7. Provisions in deed to Loyd Gardner and Mary Gardner, husband and wife, recorded as Instrument No. 052851, substantially as follows: right of ingress and egress to the above described real estate on existing private road across Lots 16, 17 and 5 of said Buckeye Ranch, but deleting any covenant, condition or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Right-of-way granted to Mountain States Telephone and Telegraph Company to operate, construct and maintain telephone and telegraph lines, recorded December 1, 1978 as Instrument No. 73529, records of Gooding Idaho.
9. Easements for roads and rights of way and public utilities as they now exist.
10. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Record of Survey, recorded April 8, 2002, as Instrument No. 194683, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Form No. 1056.92 (10/17/92)
ALTA Loan Policy-Form 1
Schedule B-Part 2

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DEPARTMENT OF
WATER RESOURCES

**SCHEDULE B
PART II**

File No. G040105

Policy No. CW 3706773

In addition to the matters set forth in Part I of this Schedule, the title to the estate of interest in the land described or referred to in Schedule A is subject to the following matter(s), if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

None

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JUL 15 2004

DEPARTMENT OF
WATER RESOURCES

ENDORSEMENT
Attached to Policy No. CW 3706773

Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY
HEREIN CALLED THE COMPANY

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) Any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matter relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: **NONE**

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

Dated: **June 2, 2004**

By 
Authorized Countersignature

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JUL 15 2004

DEPARTMENT OF
WATER RESOURCES

ENDORSEMENT
Attached to Policy No. CW 3706773

Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY
HEREIN CALLED THE COMPANY

The Company hereby insures against loss which the insured shall sustain by reason of any of the following matters:

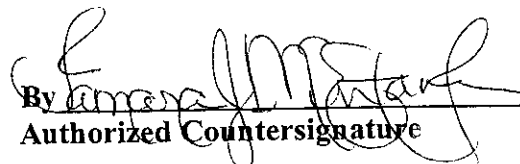
1. Any incorrectness in the assurance which the Company hereby gives:
 - (a) That there are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) That there are no present violations on the land of any enforceable covenants, conditions or restrictions;
 - (c) That, except as shown in Schedule B, there are no encroachments of buildings, structures or improvements located on the land onto adjoining lands, nor any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2.
 - (a) Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the insured shall acquire such title in satisfaction of the indebtedness secured by the insured mortgage;
 - (b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on said land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, or any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
 - (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
 - (b) Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease referred to in Schedule A.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records to Date of Policy and is not excepted in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By 
Authorized Countersignature

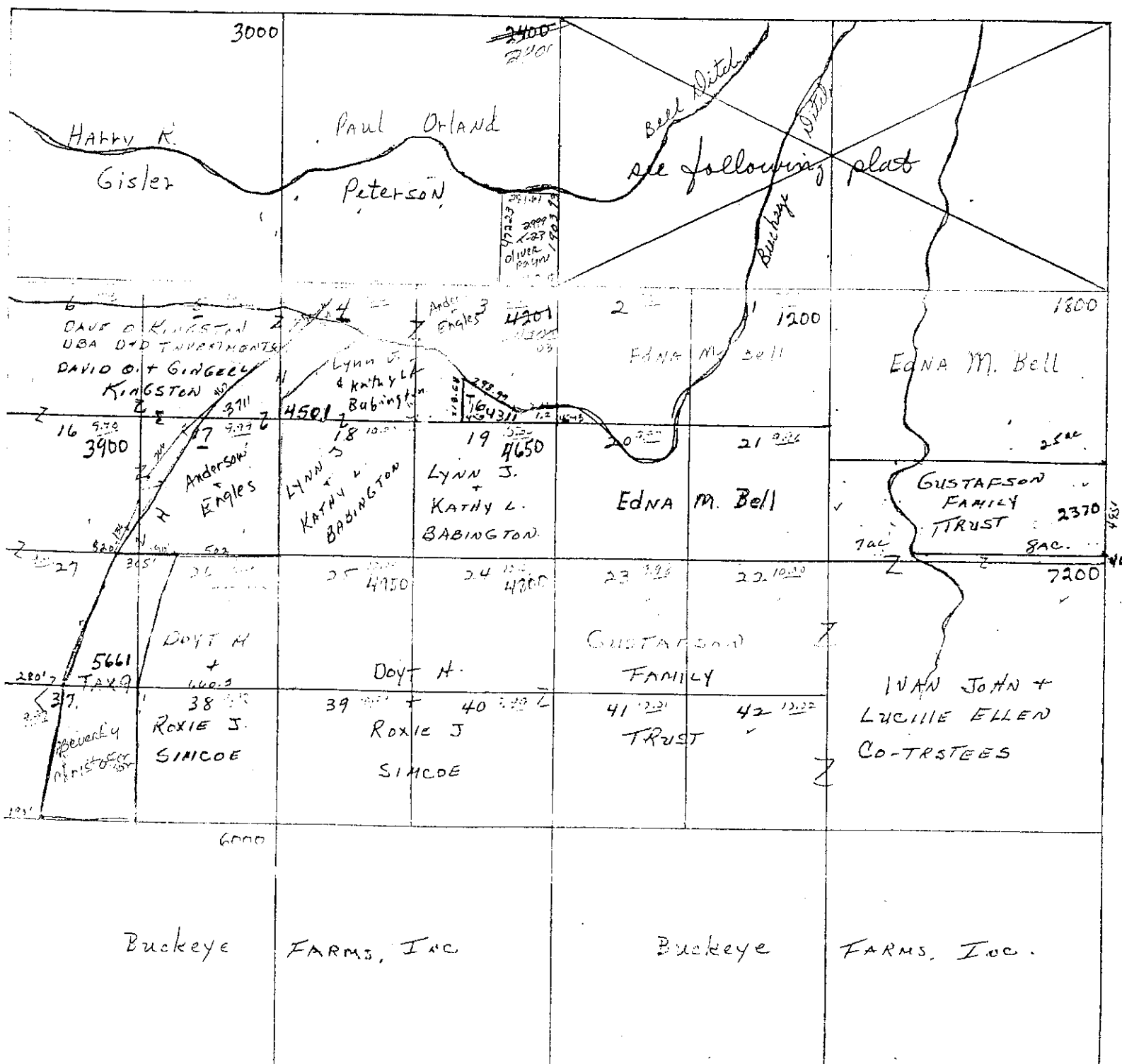
Dated: June 2, 2004

School Dist. 233

Perm. Dist. H Fire Dist. H

Sec. 27 Twp. 7 Rng. 13

075 13 E 27 —

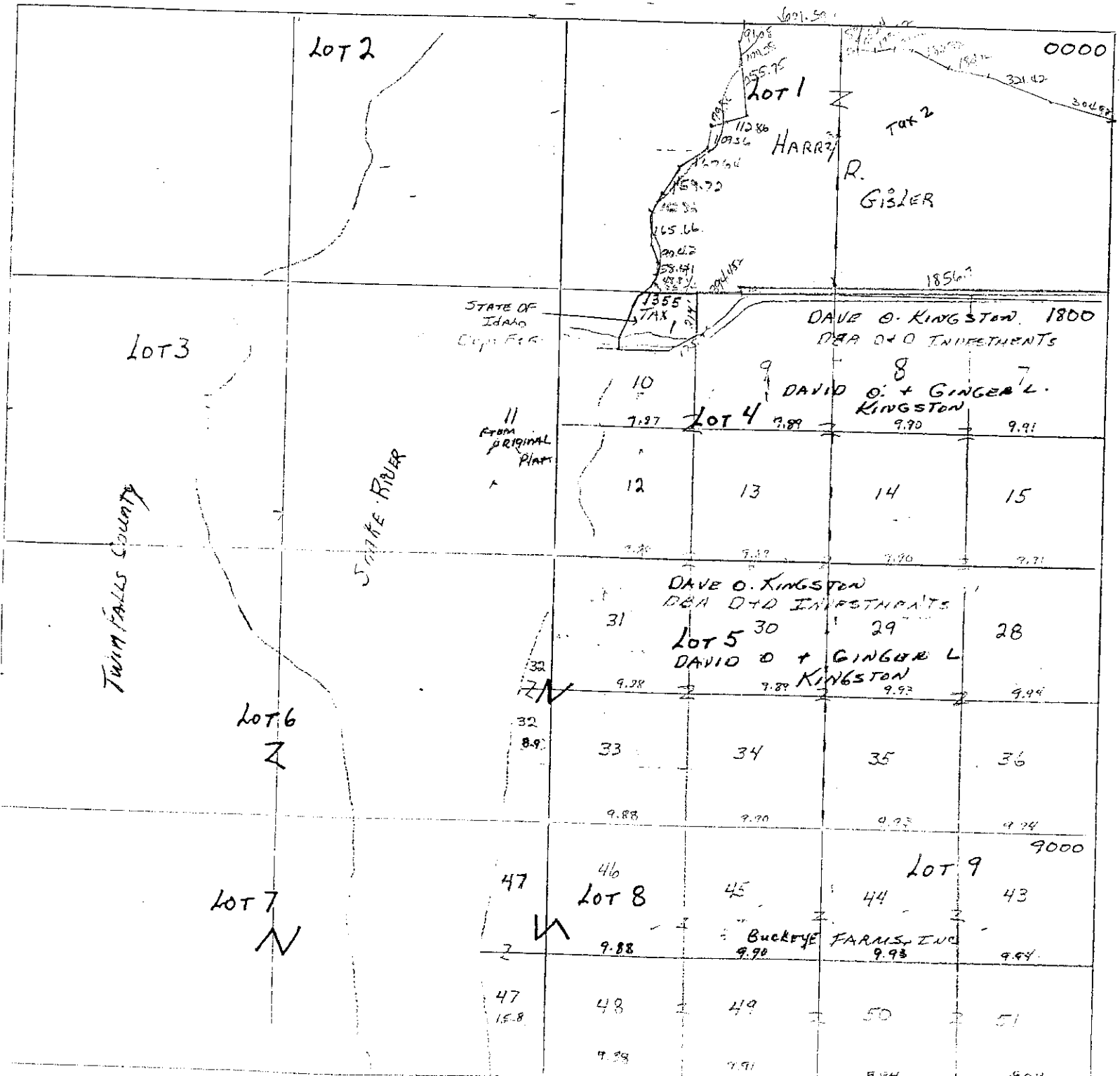


COODING COUNTY

Hwy. Dist. 3 City _____
 Sch. Dist. 233 Cem. Dist. H
 Fire Dist. H

Sec. 28 Twp. 7 Rng. 13

07S 13E 28



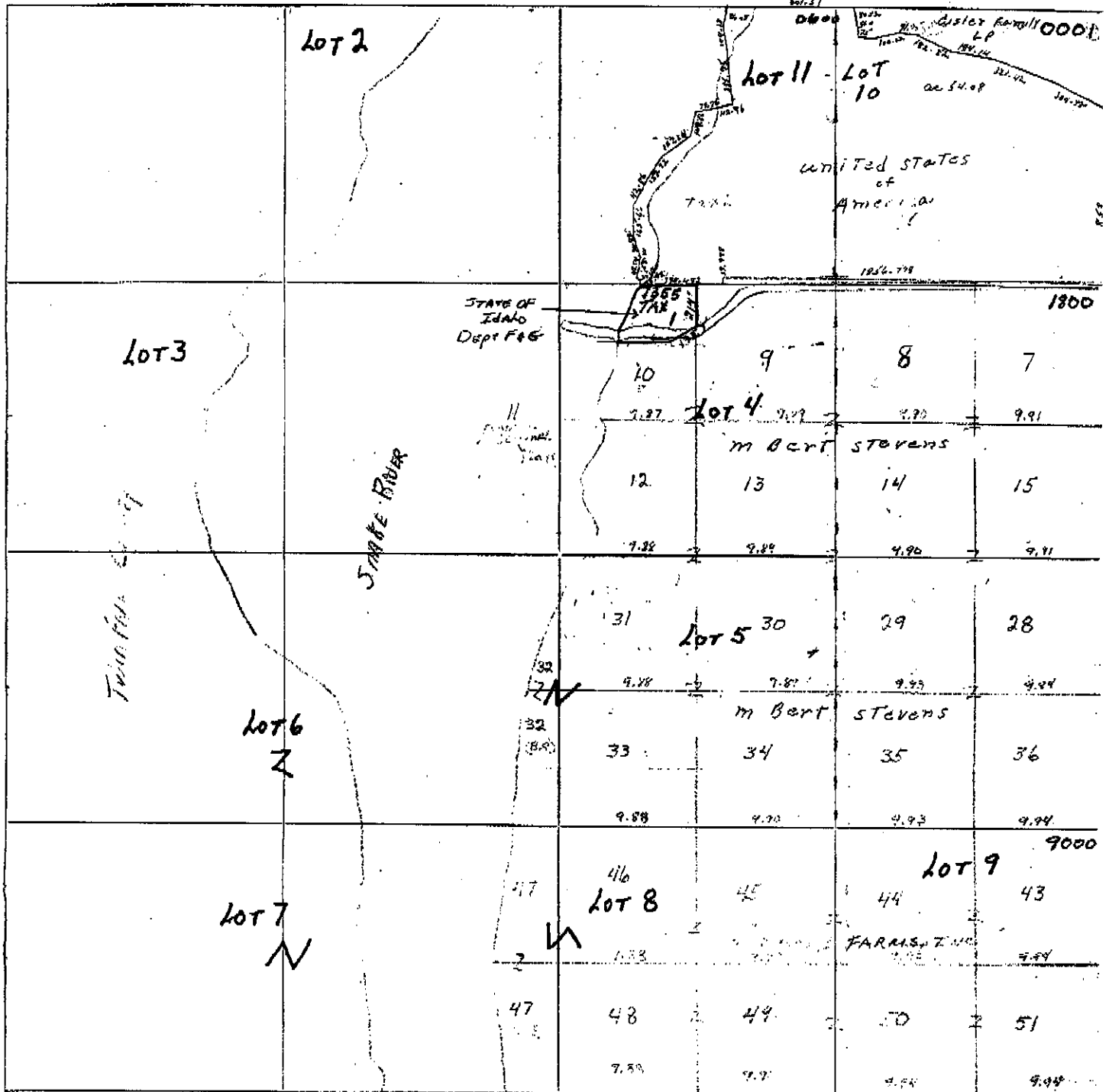
COUNTY

Post-it* Fax Note 7671

Date # of pages 2

Hv
Sc

To <i>Kari Lynn</i>	From <i>Bert</i>
Co./Dept. <i>IDWR</i>	Co. <i>Hawley</i>
Phone #	Phone #
Fax # <i>1-208-327-7866</i>	Fax #

Sec. *28* Twp. *7* Rng. *13**07S 13E 28*FOR ASSESSMENT
USE ONLY

WATT REURAWA 2-12-85
 WATT Did NOT ACCURATELY
 REURAWA 2-12-85

Hiway Dist. 3

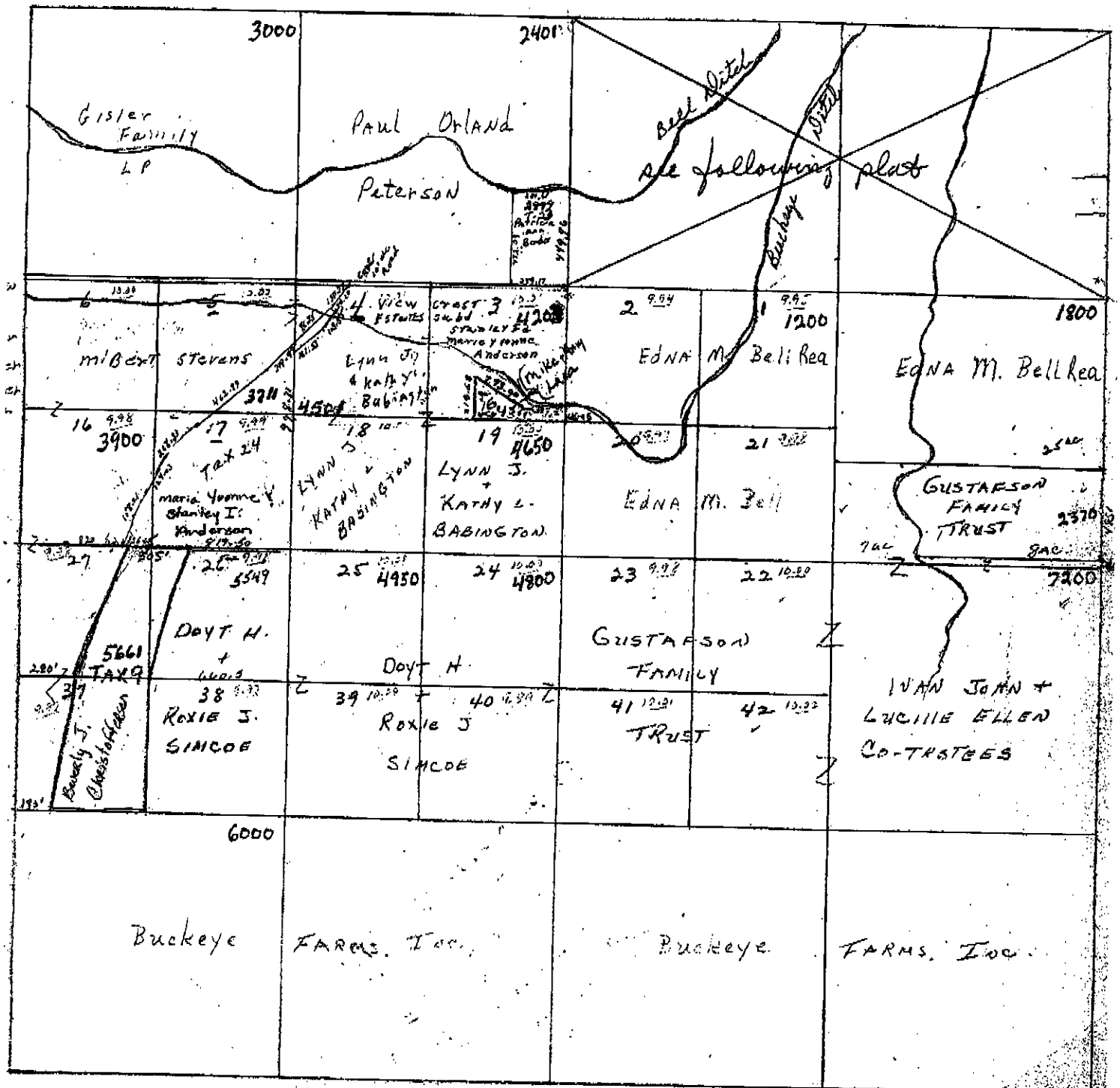
Sec. 27 Twp. 7 Rng. 13

School Dist. 233

Cem. Dist. H Fire Dist. H



075 13 E 27 _____



**FOR ASSESSMENT
USE ONLY**

Receipt Details for ID S026824

Status	Adjustment Type	Version
		1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
6/10/2004 8:37:47 AM	6/10/2004 10:50:00 AM	SOUTHERN	\$75.00	Check
Payer		FIRST AMERICAN TITLE CO - KETCHUM 726-5688		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
13436			
Card Expiration Date	Credit Card Transaction #		

Comment owner change 36-3b, 36-5b, 36-19b

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$75.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------