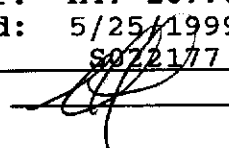


A47-16770

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A47-16770
Date Received: 5/25/1999
Receipt No: S072177
Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ELAINE A BORAH 208-423-5686
Address: 3918 E 3600 N
HANSEN ID 83334-5106
2. Date of Priority: DEC 16, 1998
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County |
|----------|-------|---------|--------|--------|--------|-----|------------|
| 10S | 19E | 30 | SW | SE | SW | | TWIN FALLS |
5. Description of diverting works:
PIPE TO HOUSE
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|----------|-------|-------|-------|------|--------|
| DOMESTIC | 01/01 | 12/31 | 0.020 | | |
7. Total Quantity Appropriated is:
0.020 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
1 HOME
10. Place of Use:
- | Township | Range | Section | 1/4 of | 1/4 of | Lot | Use | Acres |
|----------|-------|---------|--------|--------|-----|--------|-------|
| 10S | 19E | 30 | SE | SW | | DOMEST | |
11. Place of use in counties: TWIN FALLS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
TWIN FALLS CANAL SHARES

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A47-16770Date Received 5/25/99Receipt Number 5022177NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) Elaine A. Borah Phone (208) 423-5686Mailing Address 3918 E 3600 N Hansen, Ida Zip 83334-51062. Date of Priority (Only one per claim) 12-16-98 Month/Day/Year3. Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____ Name or kind of source4. Location of point of diversion is: Township 10S Range 19E
Section 30, SW 1/4 of S.E. 1/4 of S.W. 1/4, Govt. Lot _____, BM.,
County of Twin Falls

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. pipe to house.

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For dom. purposes from 1-1- Month/Day to 12-31 Month/Day amount .02 (cfs)
(Both dates are inclusive)
For _____ purposes from _____ to _____ amount _____7. Total quantity claimed .02 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) one home

10. Place of use is: Township: 10 S. Range 19 E
Section 30, S.E. 1/4 of S.W. 1/4, Govt. Lot _____, B.M.,
for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? Twin Falls

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
() None or _____

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree
Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read and understood the form entitled "How you will receive notice in the Snake River Basin Adjudication". (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Elaine A. Borah Date 5-25-99

Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____ that I have signed the foregoing
document in the space below as _____ Organization _____
_____ Title _____ Organization _____
and that the statements contained in the foregoing document are true and correct.

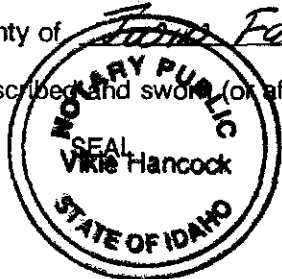
Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 25th day of May 19 99



NOTARIZATION REQUIRED FOR EACH CLAIM

Notary Public Vicki Hancock

Residing at Twin Falls ID

My Commission Expires 5-7-2003

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

WARRANTY DEED

For Value Received

ANNIE MCFARLAND, a widow

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

CARLOS C. BORAH and ELAINE ANNE BORAH, husband and wife

Hereinafter called the grantee, the following described premises, in Twin Falls County, Idaho, to-wit:

A parcel of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 10 South, Range 19 East of the Boise Meridian in Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at a point on the Southerly boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, said point lies S. 89°50' E., 773.0 feet of the Southwest corner of said Section 30;

THENCE running N. 0°10' E., for 168.0 feet;

THENCE S. 89°50' E., for 399.8 feet to the centerline of a drain ditch;

THENCE S. 1°25' W. along said ditch for 168.1 feet;

THENCE N. 89°50' W. for 396.0 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, with their 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 they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 3, 1970

Annie McFarland
Annie McFarland

STATE OF IDAHO, COUNTY OF TWIN FALLS

On this 23rd day of November, 1970, before me, a notary public in and for said State, personally appeared

Annie McFarland, a widow

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

J. M. Steiner
Notary Public
Residing at Twin Falls, Idaho
Comm. Expires 6-18-71

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at 35 minutes past 4 o'clock P. m.,
this 23 day of DEC 7 1970.
19, in my office, and duly recorded in Book 221
of Deeds at page 2652

H. A. LANCASTER

Ex-Officio Recorder

By Bessie Elliott Deputy.

Fees \$/ 2.00
Mail to: Carlos Borah
Route 1 Box 21
Hayden,
Idaho 83334

INSTRUMENT NO.

614685

**REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY**

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

IMPORTANT - AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented Buyer and the agent working with the seller represented Seller. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

ID# 230759 Twin Falls, Idaho January 14, 1994
Terry G and Carol Hollifield Husband & Wife
 (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as 40+/- Acres Annie McFarland Estate Farm 1 mile South 1/4 East of
 City of Hansen County of Twin Falls Idaho, legally described as: SEC 30 T 10 R19 E.B.M.

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

EARNEST MONEY.

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of One Thousand dollars (\$ 1,000.00) evidenced by: ☐ Cash ☒ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or

(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ Other K-TEK REALTY David Strouse (Broker)

shall hold the completely executed broker's copy of this agreement and is responsible for the closing.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.

(d) The parties agree that First American Title Co. Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be First American Title Co. If a long-term escrow / collection is involved, then the escrow holder shall be

TOTAL PURCHASE PRICE IS Sixty Nine Thousand Two Hundred Dollars

DOLLARS (\$ 69,200.00)

Payable as follows:

(a) \$ Cash at Closing Cash down, including above Earnest Money (Closing costs are additional).

(b) \$ Balance of the purchase price (M.I.P. not included).

FINANCING. This agreement is contingent upon the Buyer securing the following financing: ☐ FHA, ☐ VA, ☐ Conv, ☐ IHA, ☐ FmHA, ☐ Assumption of existing loan(s), ☐ Other.

(a) ☐ **NEW FINANCING.** Purchase loan balance as noted above for a period of years at % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed points. Any reduction in points shall first accrue to the benefit of the: ☐ Buyer ☐ Seller ☐ Divided Equally.

(b) ☐ **ASSUMPTION.** Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ Including ☐ P ☐ I ☐ T ☐ L.

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan

Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

OTHER FINANCING, TERMS AND/OR CONDITIONS: Seller agree to bring domestic well up to Code Buyer agree to share well adjoining property belonging to Elaine Bora but not to exceed over five years Expense of well to shared equally between both parties Contingency of this sale is: See ADDENDUM A

SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS. This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in Paragraph #5 will be a waiver or removal of all contingencies in Paragraph #5.

(a) ☐ Closing of on or before listed with

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) ☐ Other (specify)

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in Paragraph #5, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE (if FHA / VA financing is sought see item # 17 on reverse side): Forty & one half Shares of Twin Falls Canal Co. Water (401/2) and all improvements (house etc

ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

☐ Yes ☐ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by See item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.											
Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	Code Inspect. If Required	Lender or Code Repairs	Contract and/or Document Prep	Tax Service	Closing Agent's Fee	Long Term Escrow Fees	Title Insurance
BUYER	X										
N/A		X			X	X	X	X		X	
SELLER											X
SHARE EQUALLY			X	X					X		

Cost of lender or code repairs not to exceed \$ NA

CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than February 20, 1994

POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of

Closing Date Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

2. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of January 20, 1994

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Listing Agency: K-TEK REALTY MLS# Selling Agency: K-TEK REALTY MLS#

By: Art McFarland Sales Asso. MLS# By: Art McFarland Sales Asso. MLS#

Buyer: Terry G. Hollifield Buyer's Address

Buyer's Phone: Residence Business

☐ See attached Addendum(s). ☐ See attached Counter Offer(s)

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

I/We further acknowledge receipt of a true copy of his agreement signed by both parties.

Seller: (PRINTED) Seller's Address: Phone: Res: Work:

Seller: (SIGNATURE) Date City State Zip

Seller: (PRINTED) Seller's Address:

Seller: (SIGNATURE) Date City State Zip

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this

day of , 1994

Buyer: (PRINTED) Buyer's Address:

Buyer: (SIGNATURE) Date City State Zip

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this

day of , 1994

Buyer: (PRINTED) Buyer's Address:

Buyer: (SIGNATURE) Date City State Zip