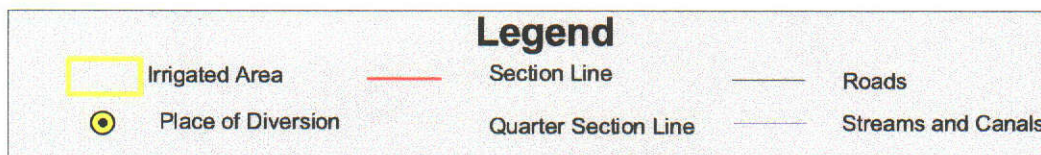


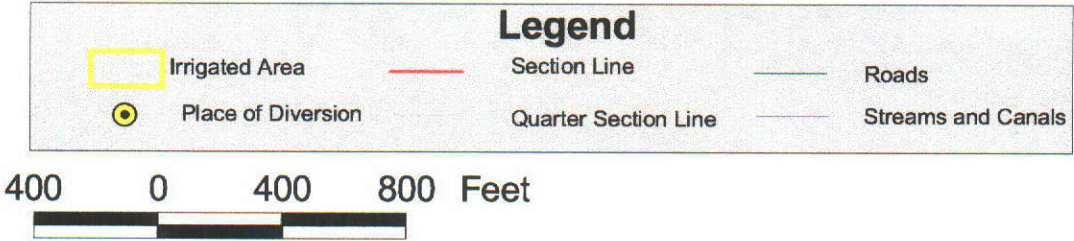
Water Right Claim Number A47-02388C  
Township , 11S18E

10/04/2000



Water Right Claim Number A47-02388C  
Township , 11S18E

10/04/2000



Water Right Claim Number A47-02388C  
Township , 11S18E

10/04/2000



| Legend                                                                              |                    |                                                                                                          |
|-------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------|
|  | Irrigated Area     |  Section Line         |
|  | Place of Diversion |  Roads               |
|                                                                                     |                    |  Streams and Canals  |
|                                                                                     |                    |  Quarter Section Line |



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: A47-02388C  
Date Received: 4/20/1990  
Receipt No: X999999  
Received By: 3a

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: GREGORY W. MILLER 208-423-5270  
Address: 3150 N. 3375 E.  
RT. 2 BOX 80  
KIMBERLY, ID 83341

OR

Name: ROSALIE E. MILLER 208-423-5270  
Address: 3150 N. 3375 E.  
RT. 2 BOX 80  
KIMBERLY, ID 83341

2. Date of Priority: JAN 17, 1964

3. Source: ROCK CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County     |
|----------|-------|---------|--------|--------|-----|-----|------------|
| 11S      | 18E   | 20      | NW     | NW     | SW  |     | TWIN FALLS |

5. Description of diverting works:  
PUMP, SPRINKLERS, GATED PIPE

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 0.300  |      |        |

7. Total Quantity Appropriated is:  
0.300 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 45.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
STOCKWATER/20 SHEEP, 3 BEEF & 4 HORSES

10. Place of Use:

| Township      | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|---------------|-------|---------|--------|-----|-----|-----|-------|
| 11S           | 18E   | 19      | NE     | SE  |     | IRR | 15.0  |
| Section Acres |       |         |        |     |     |     | 15.0  |
| Total Acres   |       |         |        |     |     |     | 15.0  |

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 CO.

14. Remarks:

THIS CLAIM IS A SPLIT FROM A47-02388A FOR 0.3 CFS TO IRRIGATE  
15 ACRES SOLD TO GREGORY MILLER ON SEPT. 25, 1989. RVW, 4/20/90

15. Basis of Claim: LICENSE

Water Right Number: 31663

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 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: A47-02388C  
Date Received: ~~9/20/1988~~ 4/20/90  
Receipt No: X999999  
Received By: R. V. Sk.

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: GREGORY W. MILLER 208-423-5270  
Address: 3150 NORTH 3375 EAST RT 2  
KIMBERLY, ID 83341

OR

Name: ROSALIE E. MILLER 208-423-5270  
Address: 3150 NORTH 3375 EAST RT 2  
KIMBERLY, ID 83341

2. Date of Priority: JAN 17, 1964

3. Source: ROCK CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County     |
|----------|-------|---------|--------|--------|--------|-----|------------|
| 11S      | 18E   | 20      | NW     | NW     | SW     |     | TWIN FALLS |

5. Description of diverting works:  
PUMP, SPRINKLERS, GATED PIPE

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 0.300  |      |        |

7. Total Quantity Appropriated is:  
0.300 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 45.0 Acre Feet Per Annum.

9. Non-irrigation uses:  
S/4 HORSES, 20 SHEEP, 3 COWS.

10. Place of Use:

| Township      | Range | Section | 1/4 of 1/4 | Lot | Use | Acres |
|---------------|-------|---------|------------|-----|-----|-------|
| 11S           | 18E   | 19      | NE SE      |     | IRR | 15.0  |
| Section Acres |       |         |            |     |     | 15.0  |
| Total Acres   |       |         |            |     |     | 15.0  |

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:  
IRRIG. FROM THE TWIN FALLS CANAL CO.

14. Remarks:  
THIS CLAIM IS A SPLIT FROM A47-02388A FOR 0.3 CFS TO IRRIGATE  
15 ACRES SOLD TO GREGORY MILLER ON SEPT. 25, 1989. RVW, 4/20/90

15. Basis of Claim: LICENSE

Water Right Number: 31663

\_\_\_\_\_  
Decree Plaintiff

vs

\_\_\_\_\_  
Decree Defendant

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): *Greg W. Miller* Date: *4/20/90*  
\_\_\_\_\_  
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 \_\_\_\_\_

## CHANGE IN OWNERSHIP

Page 1

This form is solely for purposes of notifying IDWR of a change in ownership of an adjudication claim.

[ ] Water Right Number(s): A 47-02388A

[ ] Name and Address of Former Claimant(s): J Scott Swafford or Jenny Lynn

Rt 2 Box 79

Kimberly Id. 83341

[ ] New Claimant(s): Greg W. Miller or Rosalie (A47-02388C)

Rt 2 Box 80

[ ] New Mailing Address: Kimberly Id. 83341

New Telephone Number: (208) 423-5270

- [ ] Does the change in ownership result in a splitting of the water right claimed? X yes no  
If yes, then describe the portion of the water right that is now claimed by the new owner:

15 Acres T. 11 S, R 18 E, Sect. 19 NE, SE from

A47-02388A - 0.3 cfs from 2.78 cfs

- [ ] Attach proof of ownership Escrow INST. paper  
Describe proof attached: Exhibit A Legal description  
(Proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former claimant.)

[ ] Signature of New Claimant(s): Greg W. Miller

Date: 4/20/90

MICROFILMED

MAR 11 1993

EXHIBIT A

Township 11 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho

Section 19: A parcel of land located in Section 19, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 19;  
THENCE North 0°17'49" East along the East boundary of Section 19 for a distance of 2185.41 feet to the TRUE POINT OF BEGINNING;  
THENCE South 87°42'45" West for a distance of 1329.67 feet to a point on the West boundary of the E $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
THENCE North 0°10'42" East along the West boundary of the E $\frac{1}{4}$ SE $\frac{1}{4}$  for a distance of 522.08 feet to the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
THENCE South 89°26'26" East along the North boundary of the SE $\frac{1}{4}$  for a distance of 1329.42 feet to the East  $\frac{1}{4}$  corner of Section 19;  
THENCE South 0°17'49" West along the East boundary of Section 19 for a distance of 456.05 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: A county road right-of-way along the Westerly boundary.

EXCEPTING THEREFROM:

Township 11 South, Range 18 E., B.M., Twin Falls County, Idaho

Section 19: A parcel of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described as follows:

BEGINNING at the Southeast Section corner of said Section 19;  
THENCE North 89°31' West, a distance of 1323.15 feet along the South line of said Section;  
THENCE North 0°03'30" West, a distance of 2640.62 feet more or less to the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19;  
THENCE South 89°35' East, along the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19, a distance of 723 feet, 4 inches;  
THENCE South 28 feet, 9 inches to the TRUE POINT OF BEGINNING;  
THENCE South parallel with the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19, a distance of 275.5 feet;  
THENCE East parallel with the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19, a distance of 155 feet;  
THENCE North parallel with the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 19, a distance of 275.5 feet more or less, to a point 28 feet, 9 inches South of North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section;  
THENCE West along a line parallel with the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section, a distance of 155 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH: An easement for ingress and egress 30 feet in width parallel with the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 19; the North line of said easement being 28 feet, 9 inches South of the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$  and extends from the West line of NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 19 to the West line of the above described parcel.

MICROFILMED

MAR 11 1993

6/9/94

# COMMUNICATION DOCUMENTATION

Claim No.

447-02388C ✓  
11-02388D

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent

7H

Date

10-24-95

Contact Person(s)

Ed N - for Rick Plender

Nature of Contact

prop shuts these rights per  
1990 real estate contract of sale

Substance of Communication

can prop out (both claims)

note in claims are splits of ALTA  
portions in contract

gave him 1409 forms and a cc of  
the secret procedure for property

NOV 28 1996

# ESCROW INSTRUCTIONS TO — FIRST AMERICAN TITLE COMPANY

Date September 25, 1989 Escrow Officer Nanette Snodgrass Escrow No. T-9491 E5218  
**J. Scott Swafford and Jennylynn Swafford, Husband and Wife**  
 whose address is 3174 N 3375 E Kimberly, ID 83341 Phone No. 423-6195  
 herein called Seller and Gregory W. Miller and Rosalie Ellen Miller, Husband and Wife  
 whose address is 3150 N 3375 E Kimberly, ID 83341 Phone No. 423-5270 <sup>734</sup> <sub>OK6702</sub>  
 herein called Buyer/Borrower, employ First American Title Co., an Idaho corporation, to act as Escrow Agent in connection with a sale by Seller to Buyer/Borrower upon the following terms and conditions which shall be complied with by said parties on or before September, 1989, except as otherwise specified herein. The property herein referred to is situated in Twin Falls County, Idaho, and is described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

| All items checked thus (X) under the columns headed Seller and Buyer/Borrower are the obligations which each will pay.                        |                               | SELLER   | BUYER/BORROWER |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------|----------------|
| Sale Price to be paid by Buyer                                                                                                                | \$ <u>15,000.00</u>           |          |                |
| Which is represented by:                                                                                                                      |                               |          |                |
| Earnest Money handed Escrow Agent herewith                                                                                                    | \$ <u>200.00</u>              |          |                |
|                                                                                                                                               |                               |          |                |
|                                                                                                                                               |                               |          |                |
|                                                                                                                                               |                               |          |                |
| Cash to be paid by Buyer on or before closing                                                                                                 | \$ <u>2,800.00</u>            |          |                |
| Deed of Trust Due                                                                                                                             | Plus Costs                    |          |                |
| With a principal sum remaining unpaid of approx. which the Buyer agrees to assume and pay beginning with installment                          |                               |          |                |
| Deed of Trust Due                                                                                                                             |                               |          |                |
| With a principal sum remaining unpaid of approx. which the Buyer agrees to assume and pay beginning with installment due                      |                               |          |                |
| New Loan                                                                                                                                      |                               |          |                |
| Any variation in the amount of Deed of Trust or Agreement for Sale shall reflect in                                                           |                               |          |                |
| Any Reserve Funds held under said Deed of Trust or Agreement are to be                                                                        |                               |          |                |
| Balance due Seller                                                                                                                            | of \$ <u>12,000.00</u>        |          |                |
| To be evidenced by                                                                                                                            | <u>Note and Deed of Trust</u> |          |                |
| Payable as follows:                                                                                                                           |                               |          |                |
| Payable in the amounts and at the times as described and defined in the Deed of Trust Note signed by the Buyers and approved by the Sellers.  |                               |          |                |
| Payments to be sent to:                                                                                                                       |                               |          |                |
| First American Administrative Services<br>P.O. Box 580<br>Blackfoot, Idaho 83221                                                              |                               |          |                |
| Upon recordation of instruments, a title insurance policy is to insure title of                                                               |                               |          |                |
| Buyer named herein.                                                                                                                           |                               |          |                |
| The net proceeds and all future payments under the Agreement for Sale or Deed of Trust, if any, are to be made payable to                     |                               |          |                |
| Seller named herein.                                                                                                                          |                               |          |                |
| Escrow Fee to First American                                                                                                                  |                               | X        | X              |
| Title Fee                                                                                                                                     |                               | X        |                |
| Mortgage Policy Fees                                                                                                                          |                               |          |                |
| Recording Fees:                                                                                                                               |                               |          |                |
| Warranty Deed                                                                                                                                 |                               |          | X              |
| Deed of Trust                                                                                                                                 |                               |          | X              |
| Agreement                                                                                                                                     |                               |          |                |
| Reconveyance Fee                                                                                                                              |                               |          |                |
| Easements                                                                                                                                     |                               | X        |                |
| Broker's Commission of \$150.00                                                                                                               |                               |          |                |
| To Evergreen Realty                                                                                                                           |                               | X        |                |
| The Date of Proration on the following items shall be                                                                                         |                               |          |                |
| <u>September 25, 1989</u>                                                                                                                     |                               |          |                |
| Taxes Prorate 1989 based on                                                                                                                   |                               |          |                |
| Estimate of \$52.00 as per                                                                                                                    |                               |          |                |
| Twin Falls County Assessor                                                                                                                    |                               | X        |                |
| Homeowner Assoc. Dues                                                                                                                         |                               | N/A      |                |
| Water and Sewer Assessments                                                                                                                   |                               | Prorated | X              |
| Fire Insurance Policy As may be required by Lender.                                                                                           |                               |          |                |
| Escrow is not Contingen upon evidence of the same.                                                                                            |                               |          |                |
| Interest on Loan of Record                                                                                                                    |                               | N/A      |                |
| New Loan Fees per Lender Instructions                                                                                                         |                               | N/A      |                |
| IF PERSONAL PROPERTY is to be transferred as a part of this transaction, a Bill of Sale will be handed to Escrow Agent for delivery to Buyer. |                               |          |                |
| N/A                                                                                                                                           |                               |          |                |
| Escrow Agent is to assume no liability as to the sufficiency of said Bill of Sale or as to the title of said personal property.               |                               |          |                |

**SELLER:**

1. Will deliver to Escrow Agent a deed of the property from Seller to Buyer to be held by Escrow Agent until the terms hereof have been performed, at which time it shall deliver said deed to Buyer.

**BUYER AND BUYER:**

2. Will deliver to Escrow Agent all documents, pay to Escrow Agent all sums and do or cause to be done all other things necessary, in the sole judgment of Escrow Agent, to enable it to comply herewith and to enable a title insurance company to issue any title insurance policy provided for herein.

3. Should these instructions contemplate a transfer of an interest in an agreement for sale, Seller and Buyer will deliver to Escrow Agent such documents as Escrow Agent may, in its sole judgment, require for the benefit of any party in said agreement.

4. Authorize Escrow Agent to pay, from any funds held by it for their respective credit hereunder, all amounts necessary to procure the delivery of such documents and to pay, on their behalf, all charges and obligations payable by them respectively, as specified herein.

5. Will each pay to Escrow Agent, upon demand, all charges payable by them respectively, as provided herein.

6. Authorize Escrow Agent to execute on their behalf form assignments or otherwise as order changes in any insurance called for herein other than title insurance and forward the needed endorsements to insurer's agent with the request that the insurer consent to such transfer, attach loss payable clause or make such other additions or corrections as may be specifically required therein, and that said agent thereafter return such endorsement to Escrow Agent for forwarding to the parties entitled thereto.

7. There will be no responsibility upon the part of the Escrow Agent to see that the fire insurance provided for herein is renewed upon expiration, or otherwise kept in force, either during the interim and/or subsequent to the close of Escrow.

8. Direct Escrow Agent to comply herewith within the time limits provided herein for compliance, or as soon thereafter as possible unless a demand for cancellation has been made on Escrow Agent as herein provided.

9. Authorize Escrow Agent, in the event any demand is made upon it concerning these instructions or the escrow at its election, to hold any money and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer or to interpret said parties by an action brought in any such court. Deposit by Escrow Agent of said documents and funds, after deducting therefrom its charges and its expenses and attorney's fees incurred in connection with any such court action, shall relieve Escrow Agent of all further liability and responsibility.

10. Will indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with these instructions or the escrow or any court action arising therefrom and will pay the same upon demand.

11. Grant to Escrow Agent a lien upon and authority to reimburse itself for its charges and for all damages or expenses which it may incur or sustain in connection herewith, from all of the rights, title and interest of Seller and Buyer in all of the documents and money deposited hereunder.

12. Direct that no notice, demand or change in these instructions shall be of effect unless given in writing and that these instructions, and any subsequent instructions, given mutually by Seller and Buyer to Escrow Agent in connection herewith shall constitute the complete escrow instructions, notwithstanding any agreement which Seller and Buyer may have concerning the property.

13. Direct that all money payable hereunder be paid to Escrow Agent. Disbursement of any funds may be made by check to Escrow Agent. Escrow Agent shall be under no obligation to disburse any funds represented by check or draft, and no check or draft shall be payment to Escrow Agent in compliance with any of the requirements hereof, until it is advised by the bank in which deposited that such check or draft has been honored, unless Escrow Agent specifically agrees in writing to accept liability for the sufficiency thereof. Income, if any, earned by money deposited herein, shall be retained by Escrow Agent as additional compensation.

14. Authorize Escrow Agent to act upon any statement furnished by the holder or payee, or a collection agent for the holder or payee, of any lien on or charge or assessment in connection with the property, concerning the amount of such charge or assessment or the amount secured by such lien without liability or responsibility for the accuracy of such statement.

15. Direct that when these instructions have been complied with and the title insurance company is willing to issue its title insurance policy, as hereinafter provided, and when Escrow Agent's charges have been paid, it shall deliver by filing for record in the appropriate public office, all necessary documents required to be filed or recorded, instructing the County Recorder's office to mail any documents recorded therein to the parties entitled thereto at the address given herein, at which time Escrow Agent shall disburse all funds paid to it hereunder, as provided herein. Any other paper or documents may, at the option of Escrow Agent, be delivered to the party entitled thereto by mailing in the manner herein provided for mailing of "Notices, Demands or Declarations." Escrow Agent may destroy its file and the contents therein after three years from close of escrow, or termination of collection as appropriate. No action against Escrow Agent arising under these instructions shall be commenced more than three years from the date the cause of action accrues.

16. Agree that the employment of First American Title Co. as Escrow Agent shall not affect any rights to which it may be subrogated under the terms of any insurance policy issued pursuant to the provision thereof.

**CANCELLATION:**

17. Neither party elects to cancel these instructions because of the failure of the other party to comply with any of the terms hereof within the time limits provided herein, said party electing to cancel shall deliver to Escrow Agent a written notice to the other party and Escrow Agent demanding that said other party comply with the terms hereof within fifteen days from the receipt of said notice by Escrow Agent or that these instructions shall hereupon become cancelled.

18. When such written notice is delivered to Escrow Agent by the party so electing to cancel, Escrow Agent shall within three days thereafter send a copy of said notice to the other party in the manner provided herein for the mailing of "Notices, Demands or Declarations."

19. In the event said other party shall fail within said fifteen day period to comply with all of the terms hereof, these instructions shall become cancelled and Escrow Agent is thereupon authorized.

20. First: To pay to the party electing to cancel, any earnest money deposited hereunder by said other party, after deducting any charges;

21. Second: To pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid;

22. Third: To pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid;

23. Fourth: To return all documents deposited hereunder to the party who delivered the same except documents executed by both Seller and Buyer, which shall be marked "cancelled" and retained in the files of Escrow Agent.

24. If under these instructions, a commission is to be paid to a licensed real estate broker, then, notwithstanding any conflicting provisions herein contained:

(a) The party obligated to pay the commission shall not acquiesce in any mutual cancellation of these instructions without having first delivered said real estate broker's consent to Escrow Agent;

(b) Upon cancellation of these instructions for any reason, should any funds, after deducting Escrow Agent's charges, become payable to a party obligated hereunder to pay said commission, then Escrow Agent shall pay to the real estate broker therefrom, a sum equal to one-half of the earnest money deposited by any other party and payable to the party so obligated, but not more than the full amount of such commission.

25. If Escrow Agent is unable or unwilling to comply with these instructions for any reason other than cancellation as hereinbefore provided, or First American Title Co., or any other title insurance company involved in the transaction is unwilling to issue any title insurance policy provided for herein, Escrow Agent is directed to pay the charges payable by Buyer from any money deposited hereunder by Buyer, paying the balance then remaining to Buyer, and to pay the charges payable by Seller from any money deposited hereunder by Seller, paying the balance then remaining to Seller.

**AGREEMENTS FOR SALE OF REAL PROPERTY:**

26. Should any part of the amount provided be paid by Buyer, be evidenced by an agreement for sale, and executing a copy thereof, the deed herein provided to be furnished by Seller, a deed of property from Buyer to Seller, and such other documents at Escrow Agent may, in its sole judgment, require will be delivered by Seller and Buyer to Escrow Agent which shall record said agreement and hold said deeds until such time as all sums due for the account of Seller under this agreement for sale have been paid and the instructions herein have been met, at which time Escrow Agent shall deliver said deeds and other documents to Buyer.

27. If Buyer is in default under agreement, Seller may either elect to bring an action on, or to enforce the performance of, or to enforce a forfeiture thereon in any law manner, including, but not limited to, forfeiture by notice as hereinafter provided. Forfeiture may be enforced only after the expiration of the following periods after such default: where Buyer has paid on the purchase price less than 20% - 30 days; 20% or more, but less than 30% - 60 days; 30% or more, but less than 50% - 120 days; 50% or more - 6 months. In computing said percentages, the amount of any agreement for sale or mortgage agreed to be paid by Buyer shall be treated as payment only to the extent of principal actually paid thereon by Buyer.

28. If Seller elects to forfeit such agreement by notice, Seller shall do so through Escrow Agent by delivering to Escrow Agent a written declaration of forfeiture directed to Buyer together with Escrow Agent's established fee for services rendered in connection with forfeitures. Said fee of Escrow Agent shall be the Buyer's obligation, shall be added to the contract balance owed by Buyer to Seller, shall be lien upon the subject property and shall be collected by Escrow Agent from Buyer in order for Buyer to avoid the forfeiture. Escrow Agent shall, within a reasonable length of time, send a copy of said declaration to Buyer in the manner provided herein for the mailing of "Notices, Demands or Declarations." If Buyer fails to comply with the terms of such agreement to the date of such compliance before the expiration of ten days from the date said copy was deposited in the United States mail as herein provided, Escrow Agent is authorized to deliver to Seller the documents and money deposited under these instructions or under such agreement.

29. In addition to the regular escrow made by Escrow Agent, Seller and Buyer will pay to Escrow Agent for its services in receiving, accounting for, remitting funds, terminating the account and in performing services in connection with the transmission of any "Notice, Demand or Declaration" required to be transmitted under the terms of the escrow instructions, or the agreement for sale and implementing the action contemplated or prescribed by any such "Notice, Demand, or Declaration," such reasonable fees as Escrow Agent has established for the various services to be performed.

**ESCROW AGENT'S PRESENT SERVICE CHARGES:**

30. Escrow Agent may deduct from any installment due Seller such service fees not paid by Buyer and add same together with late charges to the principal balance of the mortgage due and owing by the Buyer.

**COLLECTION SERVICES:**

31. Seller or Mortgagee at the payee of future installments which may be provided for in these instructions agrees to refund any remittance made by Escrow Agent in reliance on a check which is subsequently dishonored.

32. If a deferred balance is represented by a Note secured by Mortgage, the Mortgagee agrees to deposit a Satisfaction of said Mortgage with Escrow for delivery to Mortgagee upon full payment of the Note. The Mortgagee further agrees that if upon payment of said Note in full you have not for any reason been furnished with a release executed by Mortgagee, you are authorized as Mortgagee's agent to mark the Promissory Note paid in full and cancelled and to execute and record a satisfaction of said Mortgage.

33. In the event a Note and Mortgage is deposited with Escrow Agent for collection hereunder, the Mortgagee shall have the right to withdraw the Note and Mortgage or any Modification thereof at any time without prior notice upon payment of fees due Escrow Agent.

34. Time is of the essence of any agreement to pay or perform hereunder, which agreement shall remain unpaid or unperformed as of close of escrow. No payment by Buyer or Mortgagee of such amounts shall be received or accepted for by Escrow Agent unless all amounts due as of the date of compliance are paid in full and until written authority thereof has been delivered to Escrow by the payee of said amount.

**NOTICES, DEMANDS OR DECLARATIONS:**

35. These escrow instructions may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Terms and conditions of Real Estate transaction have been complied with to the satisfaction of the parties hereto.

36. Escrow Holder is to comply with all instructions and requirements of the lender herein with regards to final payoff, new loan, etc.

37. The respective addresses of Seller and Buyer as set forth herein or the last notice of change thereof filed with Escrow Agent by the respective parties, shall be used by Escrow Agent in mailing any "Notice, Demand or Declaration" to the other party.

38. If, for any reason, a "Notice, Demand or Declaration" of any kind is to be given by either party to the other party, said "Notice, Demand or Declaration" shall be in writing, signed by the party giving the Notice or making the Demand or Declaration and directed to the other party and shall be filed with Escrow Agent. Escrow Agent shall within three days after receipt of said "Notice, Demand or Declaration" deliver it to the party to whom it is directed by enclosing a copy of said instrument in an envelope addressed to said party at the last address which said party shall have filed with Escrow Agent, or, if no address has been so filed, to said party, in care of General Delivery, at the City in which the office of Escrow Agent is located as shown on the first page of these instructions, and depositing said envelope with proper postage affixed thereto in the United States Mail.

39. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice thereof shall be required.

40. The word "charges" as used herein, refers to all charges and advances made and obligations incurred by Escrow Agent in connection herewith, and all charges in connection with the issuance of title insurance policy or the cancellation of any order therefor.

41. The word "property" as used herein, refers to the real property described in and which is the subject of these escrow instructions.

42. The word "party" as used herein, refers to Seller or Buyer as the case may be.

43. The phrase "Seller and Buyer" as used herein, refers to Seller and Buyer both jointly and severally unless otherwise specified.

44. The day provided within which compliance with any requirement must be met shall end at the close of the then regularly established public business hours of Escrow Agent for such day, provided, should Escrow Agent be closed during any of said business hours on said day such requirement may be met on the next succeeding day on which Escrow Agent is open for business throughout said business hours.

45. "Close of Escrow" shall mean the date of the policy of title insurance to be issued herein.

46. The word "mortgage" includes "deed of trust" when permitted by law.

47. The title insurance provided for herein, shall be subject to the conditions of and evidenced by the regular form of owner's title insurance policy with a limit of liability equal to the total amount of the purchase price of the property, upon issuance, shall insure Buyer against loss by reason of defects in the title to the property on the date of filing for record of the documents as provided herein subject to such of the following exceptions as may be applicable in addition to the printed exceptions thereof:

- Taxes and assessments payable by Buyer as set forth herein;
  - Building and other restrictive covenants to which the property is subject;
  - Easements and rights of way for roadways, canals, laterals, ditches and Public Utilities over and across the property;
  - Mortgages referred to herein;
  - Rights of parties under the agreement for sale referred to herein;
  - Rights of Buyer under the agreement for sale referred to herein;
  - Any liens or encumbrances affecting said property suffered or incurred through any act or fault of the party insured or anyone deriving an interest in said property by or through the said party insured;
  - Liabilities and obligations imposed on the land by inclusion in any water or irrigation district;
  - Reservations or Expectations in Patents;
48. NOTE: There are some matters which a title insurance company does not attempt to investigate or determine and for which it assumes no liability. While not a complete list, experience has shown that among these, the following deserve your particular consideration:
- Unrecorded mechanic's and material men's liens;
  - Current personal property taxes;
  - Utility charges, such as electric, gas, water and sewer;
  - Charges for irrigation water and power;
  - Boundary lines, location of improvements and possession;
  - Compliance with limitations on use of the property, such as zoning and building ordinances and building and other restrictions;
  - Premiums for fire insurance policies provided for herein, (if your obligation to determine that such premiums are paid and that such policies are in effect);
  - Reservations and exceptions in Patents, such as, for example, oil or mineral reservations;
  - Proposed improvement assessments, not yet liens.

49. Title to the property being transferred through this escrow shall be subject only to items: 1 through 10 of Title Commitment No. T-9491 E5218, Easements and Deed of trust in favor of Seller named herein.

By J. Scott Swafford  
J. Scott Swafford  
By Jenny Lynn Swafford  
Jenny Lynn Swafford  
By \_\_\_\_\_  
SELLER  
By \_\_\_\_\_  
SELLER

By Gregory W. Miller  
Gregory W. Miller  
By Rosalie Ellen Miller  
Rosalie Ellen Miller  
By \_\_\_\_\_  
BUYER/BORROWER  
By \_\_\_\_\_  
BUYER/BORROWER

Log for claim A47-02388C

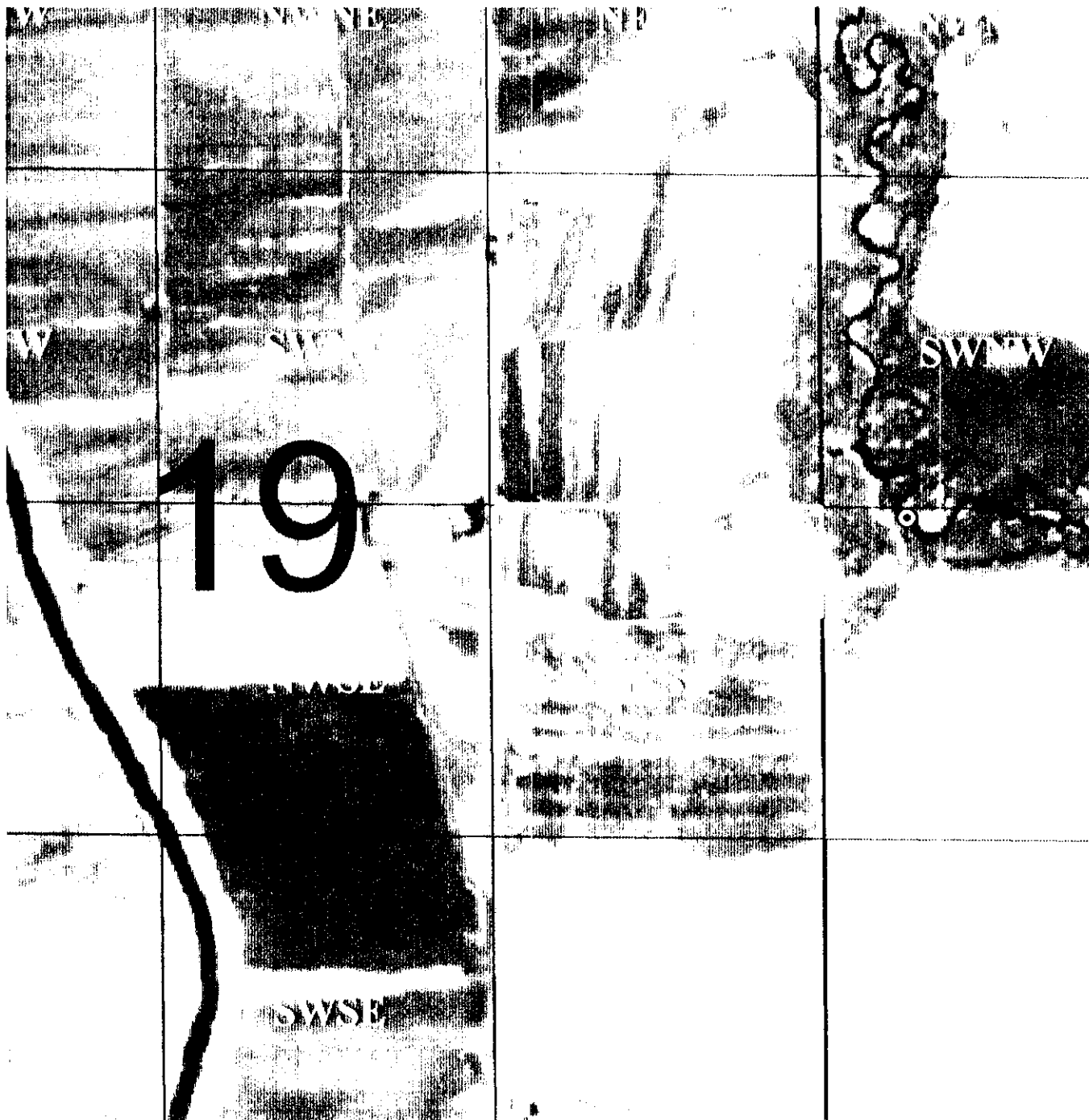
Spatial Dynamics BTD

10/4/00

| TR      | SEC | QQ   | Acres<br>Claimed | Acres<br>Found | COMMENT |
|---------|-----|------|------------------|----------------|---------|
| 11s18e  | 19  | NESE | 15               | 14             |         |
| Totals: |     |      | 15               | 14             |         |

Water Right Claim Number A47-02388C  
Township , 11S18E

10/04/2000



**Legend**

- |                    |                      |                    |
|--------------------|----------------------|--------------------|
| Irrigated Area     | Section Line         | Roads              |
| Place of Diversion | Quarter Section Line | Streams and Canals |

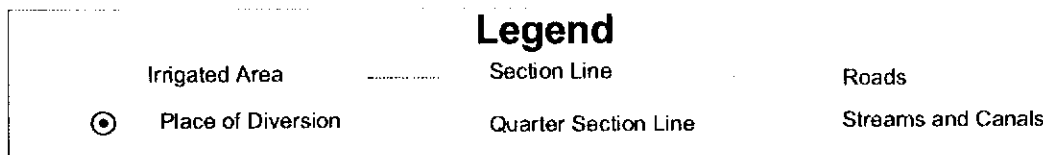
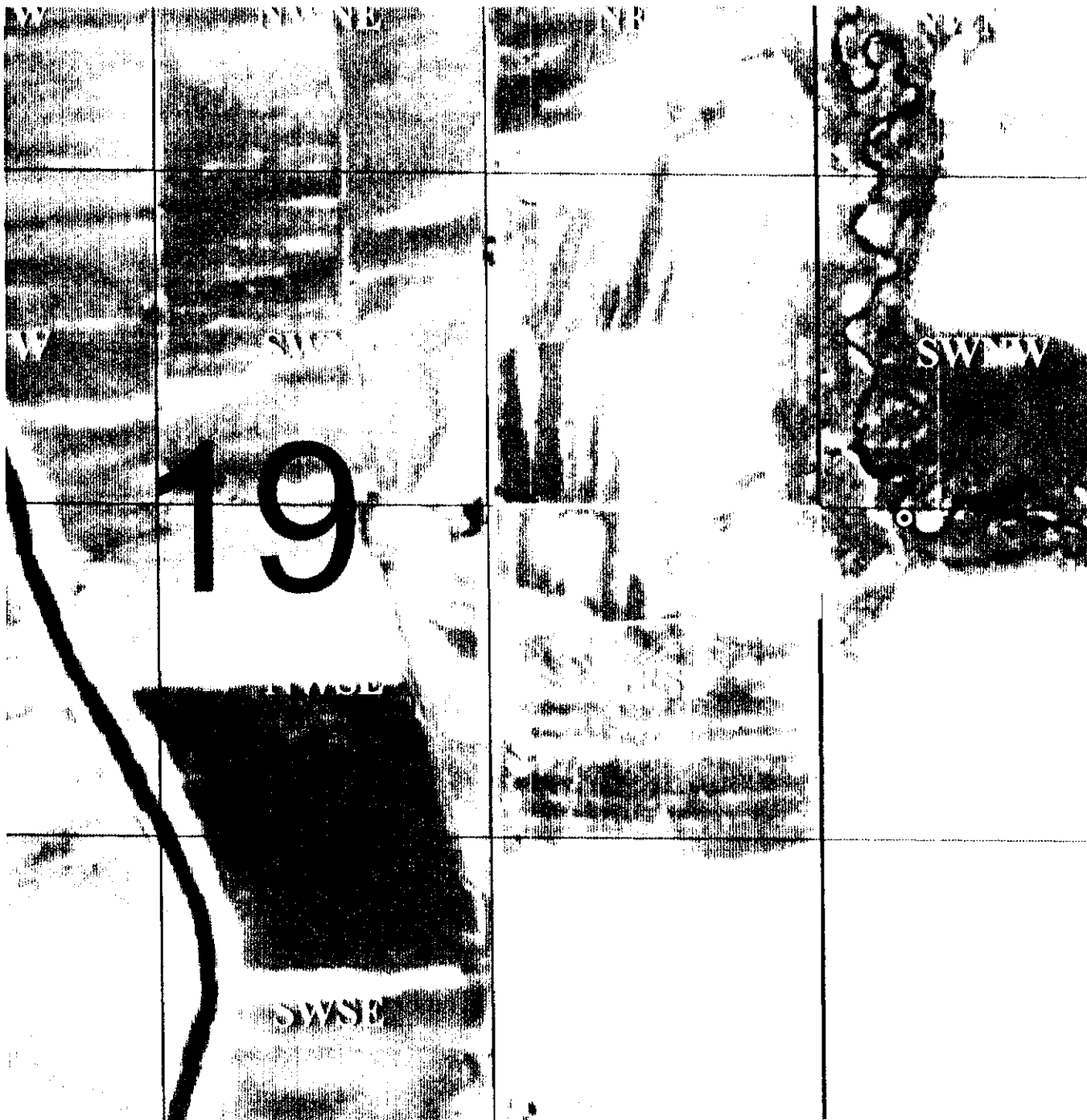


400 0 400 800 Feet



Water Right Claim Number A47-02388C  
Township , 11S18E

10/04/2000

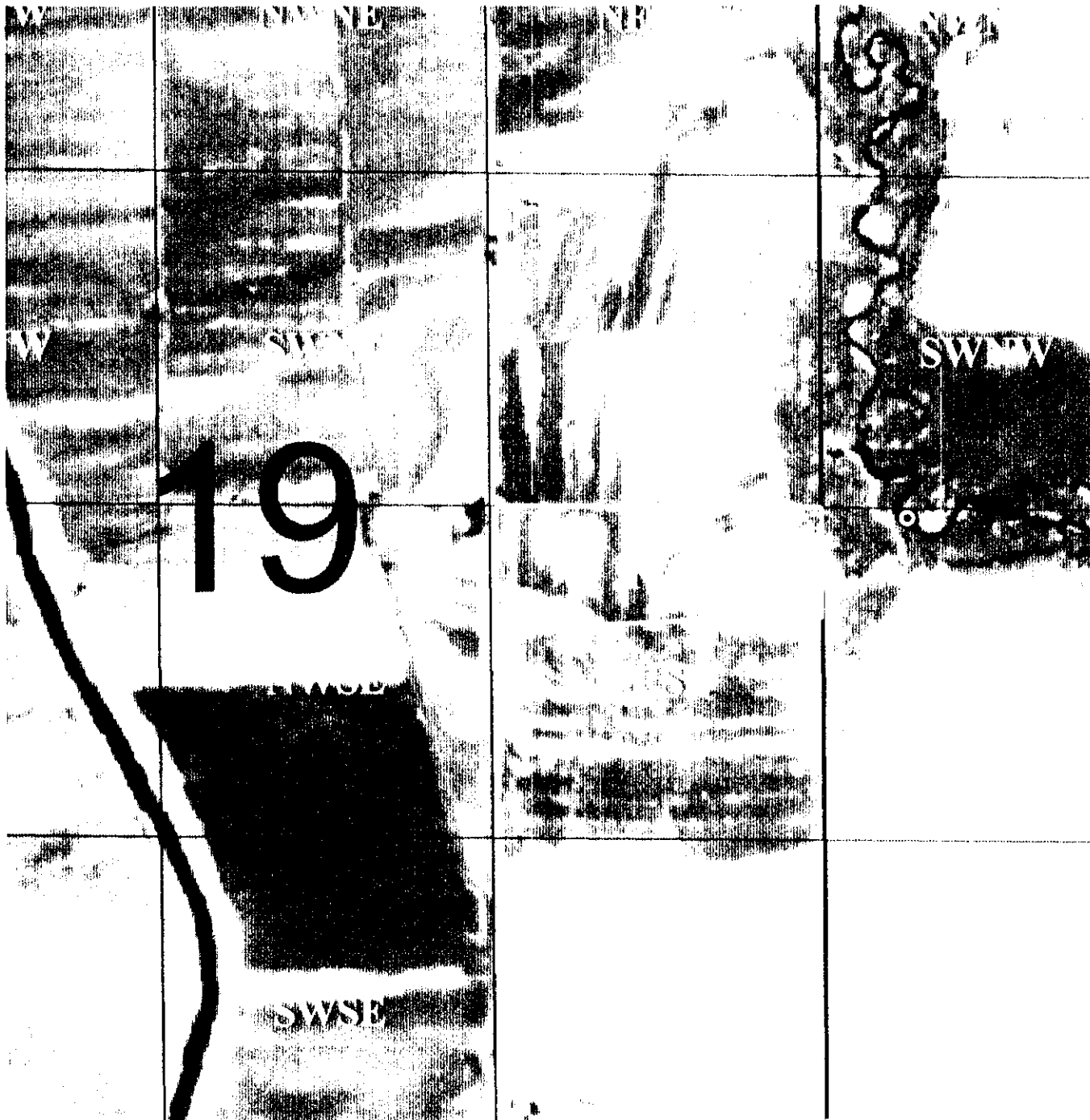


400 0 400 800 Feet



Water Right Claim Number A47-02388C  
Township , 11S18E

10/04/2000



**Legend**

Irrigated Area

Section Line

Roads

⊙ Place of Diversion

Quarter Section Line

Streams and Canals



400 0 400 800 Feet



AJ5809NP  
No. A47-02388C

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00  
PAGE: 197

| OWNER<br>CODE | NAME & ADDRESS    | PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|---------------|-------------------|------------------|------------|-----------------------|-------------------|---------------------|
| C             | GREGORY W MILLER  | 01/17/1964       | IRRIGATION | 03-15 11-15           | 0.300 CFS         |                     |
| C             | ROSALIE E MILLER  |                  |            |                       |                   |                     |
|               | 3150 N 3375 E     |                  |            |                       |                   |                     |
|               | RT 2 BOX 80       |                  |            |                       |                   |                     |
|               | KIMBERLY ID 83341 |                  |            |                       |                   |                     |
|               | (208) 423-5270    |                  |            |                       |                   |                     |
|               |                   |                  |            | TOTAL DIVERSION:      | 0.300 CFS         |                     |
|               |                   |                  |            | CONSUMPTIVE USE:      |                   | 45.00 AFA           |

Water Source: ROCK CREEK

Tributary to: SNAKE RIVER

Stage: LICENSE

Point(s) of Diversion:

T11S R18E S20

NWNWSW

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

|     |     |    |   | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |             |   |      |
|-----|-----|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------------|---|------|
| T   | R   | S  | : | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac          | : | SUM  |
| 11S | 18E | 19 | : |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |             | : | 15.0 |
|     |     |    |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | TOTAL ACRES | : | 15.0 |

POU County: TWIN FALLS

Non-Irrigation Uses: STOCKWATER/20 SHEEP, 3 BEEF & 4 HORSES

Other Rights: TWIN FALLS CANAL CO.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):  
A47-02388E A47-02388F A47-02469

Other Water Rights Listing Overlapping Place(s) of Use:  
A01-0020925 A47-02388A A47-02388D A47-02388F

Conditions of Approval:

- R31 - This right when combined with all other rights shall provide no  
- more than .02 cfs per acre nor more than 4.0 afa per acre for  
- irrigation of the lands above.

Remarks: GEN THIS CLAIM IS A SPLIT FROM A47-02388A FOR 0.3 CFS TO IRRIGATE  
15 ACRES SOLD TO GREGORY MILLER ON SEPT. 25, 1989. RVW, 4/20/90

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 470 Field Inspection Flag:  
Presumption Flag:

Audit: 04/20/90 WORSTELL 07/03/90 CLELLAND 03/30/95 POST-STD