



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

August 26, 1999

KARL J. DREHER
DIRECTOR

*locate original
claim
for May PDs
found - go Box 18*

CAROL J HOLLIFIELD
TERRY G HOLLIFIELD
4076A E 3800 N
HANSEN ID 83334

SRBA Claim(s) **A47-11062**

Dear Claimant(s):

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership of the above referenced claims to you.

Please find the enclosed copies of the computer record of the claims noting the change in claimant. Review these records and if there is an error, please contact this office.

Sincerely,

Cheryl E. Timm
Records Clerk, SRBA

47-11062

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

07/02/99 11:47:26
Page 1

Water Right Number - 47-11062

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - +

+ - First Name - - +

+ - - - - Address - - - - - +

*** C - CURRENT OWNER ***
HOLLIFIELD

CAROL J

1 - 4076A E 3800 N

2 -

3 -

City- HANSEN

State- ID Zip- 83334

Phone - 208-423-4484

HOLLIFIELD

TERRY G

1 - 4076A E 3800 N

2 -

3 -

City- HANSEN

State- ID Zip- 83334

Phone - 208-423-4484

*** D - DIR RPT OWNER ***
MC FARLAND

ANNIE B

1 - 3916 E 3600 N

2 -

3 -

City- HANSEN

State- ID Zip- 83334

Phone - 208-423-5686

+ - - Priority Date - - +
09/30/1959

+ - - - Region - - - +
ERROR IN REGION

+ - - - Stage - - - +
D - DECREED

+ - - - Status - - - +

+ - - - - Source - - - - - +
GROUNDWATER

+ - - - - Tributary - - - - - +

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

10S 19E 30 SW SE SW (83) TWIN FALLS

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

43 - DOMESTIC 01/01 12/31 0.060

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.060 0.0

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

10S 19E 30 SE SW 43 DOMESTIC (83) TWIN FALLS

Total Acres:

+ - - Diversion Means - WELL AND PUMP

+ - - Non-Irrigation Use - 2 HOMES

+ - - Other Rights for Same Use - NONE

ofc

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

07/02/99 11:47:27
Page 2

Water right number - 47-11062

Prefix Translation: WATER RIGHT

+ - - - - Remarks - - - - - +

EXP 10S19E30S400

+ - - - - Old Water Right Numbers - - - - - +

No Old Water Right Numbers Found

+ - - - - Conditions of Approval - - - - - +

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

+ - - - Decree Plaintiff - - - +
STATE OF IDAHO

+ - - - Decree Defendant - - - +
UNITED STATES, ET AL

+ - Decree Date - +
05/21/1999

+ - - - - Comments - - - - - +

Date: 05/26/1999 User Id: VHANCOCK Subject: 2ND HOME

THE SECOND HOME INCLUDED IN THIS CLAIM IS NOW USING A NEW
FILED 5-25-99, FOR ELAINE BORAH.

WELL WHICH WAS DRILLED 12-16-98 AND IS CLAIMED UNDER A47-16770

Date: 07/02/1999 User Id: CTIMM Subject: NAME CHANGE

07/02/99, CHANGED OWNERSHIP FROM MCFARLAND TO HOLLIFIELD AS PER WARRANTY DEED AND FORM 1409(6) RECEIVED 06/04/99. C.T.

+ - - Audit Fields - - +

07/02/99 CTIMM

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 08/14/1998	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 10/28/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S003353	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	-



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

June 29, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

TERRY G HOLLIFIELD
CAROL J HOLLIFIELD
4076A E 3800 N
HANSEN ID 83334

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIMS A47-11062

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without the required information listed under item 2 of the ownership change form. Specifically, we need a copy of your WARRANTY DEED, TITLE POLICY or other legal document indicating your ownership of the property and water rights or claims in question, with attached legal description (see item 2. A.).

Enclosed is your original ownership change form. Please attach the required information and return the entire packet in the enclosed self-addressed envelope. As soon as this information is received, our records will be updated and you will be notified by mail that the change has been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Cheryl E. Timm
SRBA Records Clerk

enc.

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

JUN 04 1999

Department of Water Resources
Southern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

Water Right No(s):

Adjudication Claim No(s):

The following REQUIRED information must be submitted with this form:

- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

Name and Address of Former
Owner/Claimant

Annie McFarland Deceased - Personal Rep. Elaine Bush

3916 E. 3600 N. Hansen, Id 83334

New Owner/Claimant(s)

Terry G. & Carol J. Hollifield

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

4076-A East 3800 North

City, State and ZIP Code

Hansen, Id 83334

New Telephone Number

(208) 423-4484

Date you acquired the property

2-4-94

If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 0

Number and type of stock

Diversion rate in CFS .06

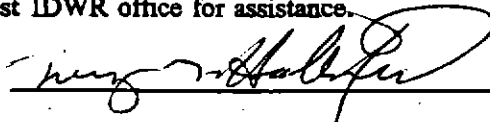
Number of homes 2

Other uses

none

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Signature of New Owner
or Claimant(s)



(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

First American Title Company
260 3rd Avenue North * Twin Falls, ID 83303-1807
(208) 734-2905

ESCROW NUMBER: E10670RG
PROPERTY: Rural Route
Hansen, ID. 8334
Part of SE 1/4 SW 1/4 of S. 30, T. 10 S., R. 19 EBM.

TODAY'S DATE: 2/03/94
CLOSING DATE: 2/04/94

ESCROW CLOSING STATEMENT OF:
TERRY G. HOLLIFIELD
CAROL HOLLIFIELD

OTHER PARTY:
ELAINE A. BORAH, Personal Rep.

ESTIMATED BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price	69,200.00	
Deposit or earnest money		1,000.00
Prorate Taxes 1/01/94 to 2/04/94 @ \$622.86/12 mos.		58.02
Settlement or closing fee First American Title Company	120.00	
Recording Fees	15.00	
Water Stock Transfer Fee Twin Falls Canal Co.	5.00	
Subtotals	69,340.00	1,058.02
Balance Due From Buyer		68,281.98
TOTALS	69,340.00	69,340.00

Date 2-4-94
Statement approved for Buyer by:

First American Title Company

By: Reva J. Gunter

Terry G. Hollifield
TERRY G. HOLLIFIELD

Carol J. Hollifield
CAROL HOLLIFIELD

EC2

RECEIVED
JUN 04 1994
Department of Water Resources
Southern Region

REVA J. GUNTER
Escrow Department Manager

First American Title Company
1616 ADDISON AVENUE EAST, P.O. BOX 1807 • TWIN FALLS, ID 83303-1807
(208) 734-2905 • 1-800-368-3203 • FAX (208) 734-2945

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JUN 04 1999

ESCROW INSTRUCTIONS

Escrow Number EI0670RG

Officer Reva J. Gunter

Date February 3, 1994

Department of Water Resources
Southern Region

Buyer: TERRY G. HOLLIFIELD and CAROL HOLLIFIELD, husband and wife

To: FIRST AMERICAN TITLE COMPANY, TWIN FALLS, IDAHO

I hereby agree to purchase the hereinafter described property for a total consideration of \$69200.00 and will on or before closing hand you said consideration, which is payable as follows:

\$ 1,000.00 Earnest Money deposit with K-Tek Realty is hereby acknowledged
68,200.00 Additional deposit due prior to close of escrow
\$ 69,200.00 Total Purchase Price.

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me signed, notarized and recordable Personal Representatives Deed and when you can issue your standard coverage form policy of title insurance with liability of \$69200.00, on the property described on attached Order No. T-15654

SHOWING TITLE VESTED IN TERRY G. HOLLIFIELD and CAROL HOLLIFIELD, husband and wife

FREE OF ENCUMBRANCES EXCEPT

1. Paragraphs 1 through 7 of Schedule B of Commitment for Title Insurance, Order No. T-15654, a copy of which is attached hereto.
2. None.
3. Other: None.

OTHER INSTRUCTIONS: None.

IF MARKED BY AN "[X]" PRORATE AND/OR ADJUST THE FOLLOWING AS OF: February 4, 1994.

1. ☒ Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. ☐ Levies and assessments of N/A.
3. ☐ Insurance (including FHA mortgage insurance, if any.)
4. ☐ Interest on all existing trust deeds, improvements assessments and/or bonds taken over by Buyers.
5. ☐ Rental per rent statement handed you.
6. ☐ Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

You are to allow for transfer into buyers names 40.5 shares of Twin Falls Canal Company water stock.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. The transfer of water is being done as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

I hereby agree to pay charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

CLOSING ESCROW INSTRUCTIONS, Page 2
Escrow No. E10670RG

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

Recordation of my instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for is hereby authorized.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow selects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so 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 ten days from the receipt of said notice by escrow agent; that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of my attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by First American, have been prepared under the direction of my attorney or myself, an particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Any amendments of and/or supplement to any instructions must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

Terry G. Hollifield
TERRY G. HOLLIFIELD

Carol J. Hollifield
CAROL HOLLIFIELD

ADDRESS: 4076 A East 3800 N

PHONE: Hansen, ID 85554

SELLER: ELAINE A. BORAH, Personal Representative of the estate of Annie B. McFarland, deceased

I/we approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this transaction, you are authorized to pay commissions as follows:

\$ 4,844.00 to K-Tek Realty

At the close of this escrow, you are to mail any documents and your check or check payable to ~~Seller's address~~ "ANNIE McFARLAND ESTATE".

Annie B. McFarland, Estate & A.
Elaine A. Borah, P.R.
ELAINE A. BORAH, Personal Rep.

3918 E. 3600 N

ADDRESS: Hansen, Idaho 83334

10519E304810
P-16602

TAX 1336

473'

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

First
American
Title



10519E804800
P-16601

Lot 3

P-16609
10519E305400

10519E306000
P-16603 +1

Lot 9

10519E306010
P-16603-001

RECEIVED

JUN 04 1999

Department of Water Resources
Southern Region

399.8'

P-16605

TAX 1330

10519E306600

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

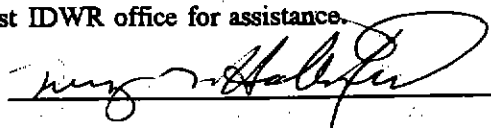
RECEIVED

JUN 04 1999

Department of Water Resources
Southern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): _____
Adjudication Claim No(s): 47-11062
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: Annie McFarland Deceased - Personal Rep. Elaine Borch
3916 E. 3600 N. Hansen, Id 83334
4. New Owner/Claimant(s): Terry G. & Carol J. Hollifield
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address: 4076-A East 3800 North
City, State and ZIP Code: Hansen, Id 83334
New Telephone Number: (208) 423-4484
5. Date you acquired the property: 2-4-94
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 0 Number and type of stock _____
Diversion rate in CFS .016 Number of homes 2 Other uses none
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s): 
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

o/c 7/2/99
[Signature]

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. Do not obtain a new survey for purposes of this form before contacting IDWR. If you have difficulty obtaining this information.

3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.

4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.

5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights proportionately.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.

8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190
IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161



RECEIVED

JUL 02 1999

Department of Water Resources
Southern Region

First American Title Company

P.O. BOX 1807, 260 THIRD AVENUE NORTH, TWIN FALLS, IDAHO 83303-1807
TELEPHONE (208) 734-2905 TOLL FREE (800) 388-3203

February 16, 1994

Terry G. & Carol Hollified
4076A East 3800 North
Hansen ID 83334

Re: Order No. T-15654 E10670RJG; HOLLIFIELD/MCFARLAND

Dear Mr. & Mrs. Hollifield,

The new home or other real estate you have purchased is protected with the enclosed Policy of Title Insurance No. J-179185, issued by FIRST AMERICAN TITLE INSURANCE COMPANY. This is your guarantee of ownership.

We have assigned the above number to your records to assure prompt processing of future title orders involving the property. If you sell or obtain a loan on this property within two years, FIRST AMERICAN TITLE COMPANY WILL REDUCE THE USUAL POLICY RATE --- 25 PERCENT.

We appreciate the opportunity of serving you and will be glad to assist you in any way, remembering that PROTECTION OF YOUR PROPERTY IS YOUR FIRST CONSIDERATION --- AND OURS.

Sincerely,

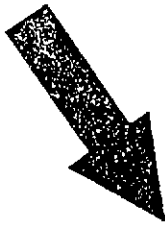
FIRST AMERICAN TITLE COMPANY

Annette Coy

Annette Coy
Title Officer

Enclosures

399.8' P-16605 TAX 1330 10519E306600 1187.7



225.01' 231.81' 10519E306010 P-16603-001 167.15' 231.81'

Lot 4

10519E306000 P-16603-41

10519E305400 P-16609

10519E804800 P-16601

Lot 3



First American Title

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

10519E304810 P-16602

TAX 1336

473'



ALTA Owner's Policy
(6/1/87)
Schedule A

SCHEDULE A

Order No. T-15654 E10670RJG

Policy No. J - 179185

Amount of Insurance: \$69,200.00

Premium \$470.00

Date of Policy: February 4, 1994 at 10:51 a.m.

1. Name of Insured:

TERRY G. HOLLIFIELD and CAROL HOLLIFIELD, Husband and Wife

2. The estate or interest in the land which is covered by this policy is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

TERRY G. HOLLIFIELD and CAROL HOLLIFIELD, Husband and Wife

4. The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Twin Falls

SEE ATTACHED SCHEDULE C



SCHEDULE B

Order No. T-15654 E10670RJG

Policy No. J - 179185

EXCEPTIONS FROM COVERAGE

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

PART I

SECTION 1

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

1. General Taxes for 1994 are an accruing lien, not yet due or payable.



Form No. 1056-4
All Policy Forms
T-15654 E10670RJG

SCHEDULE C The land referred to in this policy is situated in the State of Idaho and is described as follows: County of Twin Falls
PARCEL 1 Township 10 South, Range 19 East of the Boise Meridian, Twin Falls County, Idaho

Section 30: A part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

COMMENCING at the Southwest corner of Section 30. Said point lies North 89° 35' 09" West, 1927.73 feet from the South quarter corner of Section 30. Thence South 89° 35' 09" East, 607.37 feet to the Southeast corner of Lot 4, said Section 30, which is the REAL POINT OF BEGINNING. Thence North 00° 03' 27" West, 368.61 feet, along the East boundary of said Lot 4 to the center of a lateral. Thence South 88° 53' 45" East, 567.94 feet, along the center of said lateral. Thence South 00° 12' 33" West, 192.86 feet, along the center of said lateral. Thence North 89° 36' 12" West, 399.80 feet; Thence South 00° 37' 24" West, 168.71 feet, to the South boundary of said Section 30. Thence North 89° 35' 09" West, 165.14 feet, to the REAL POINT OF BEGINNING.

Parcel 1 contains approximately 3.20 acres.

SUBJECT TO: A 25.00 foot wide County roadway easement parallel and adjoining the section line along the Southerly boundary of Parcel 1.

SUBJECT TO: A 15.00 foot wide lateral maintenance easement parallel and adjoining the most Easterly and Northerly boundaries of Parcel 1.

PARCEL 2A

Township 10 South, Range 19 East of the Boise Meridian, Twin Falls County, Idaho

Section 30: A part of SE $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

(Continued)



Schedule B

Page 2

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COMMENCING at the Southwest corner of Section 30. Said point lies North $89^{\circ} 35' 09''$ West, 1927.73 feet from the South quarter corner of Section 30. Thence, South $89^{\circ} 35' 09''$ East, 607.37 feet to the Southeast corner of Lot 4, Section 30. Thence, North $00^{\circ} 03' 27''$ West, 1322.22 feet to the Northeast corner of said Lot 4, which is the REAL POINT OF BEGINNING. Thence, South $89^{\circ} 42' 04''$ East, 356.87 feet, along the North boundary of SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 30, to the center of said drain ditch to a point on the East boundary of Lot 3, Section 30. Thence South $00^{\circ} 03' 27''$ East, 379.56 feet, to the REAL POINT OF BEGINNING.

Parcel 2B contains approximately 8.37 acres.

SUBJECT TO: A 25.00 foot wide County roadway easement parallel and adjoining the West boundary of Parcel 2B.

SUBJECT TO: A 10.00 foot wide drainage ditch maintenance easement parallel and adjoining the Northeasterly boundary of Parcel 2B.