

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. The Company shall exercise its rights under this paragraph as it deems proper.

(c) Whenever the Company shall have the right to defend the insured in any action or proceeding, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to defend the insured in any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

T07N R02W
S33

Idaho Department of Water Resources

Claims: 65-03332
Prepared by:
RON HOWERTON
Date: 28 DEC 00

 **Place of use**

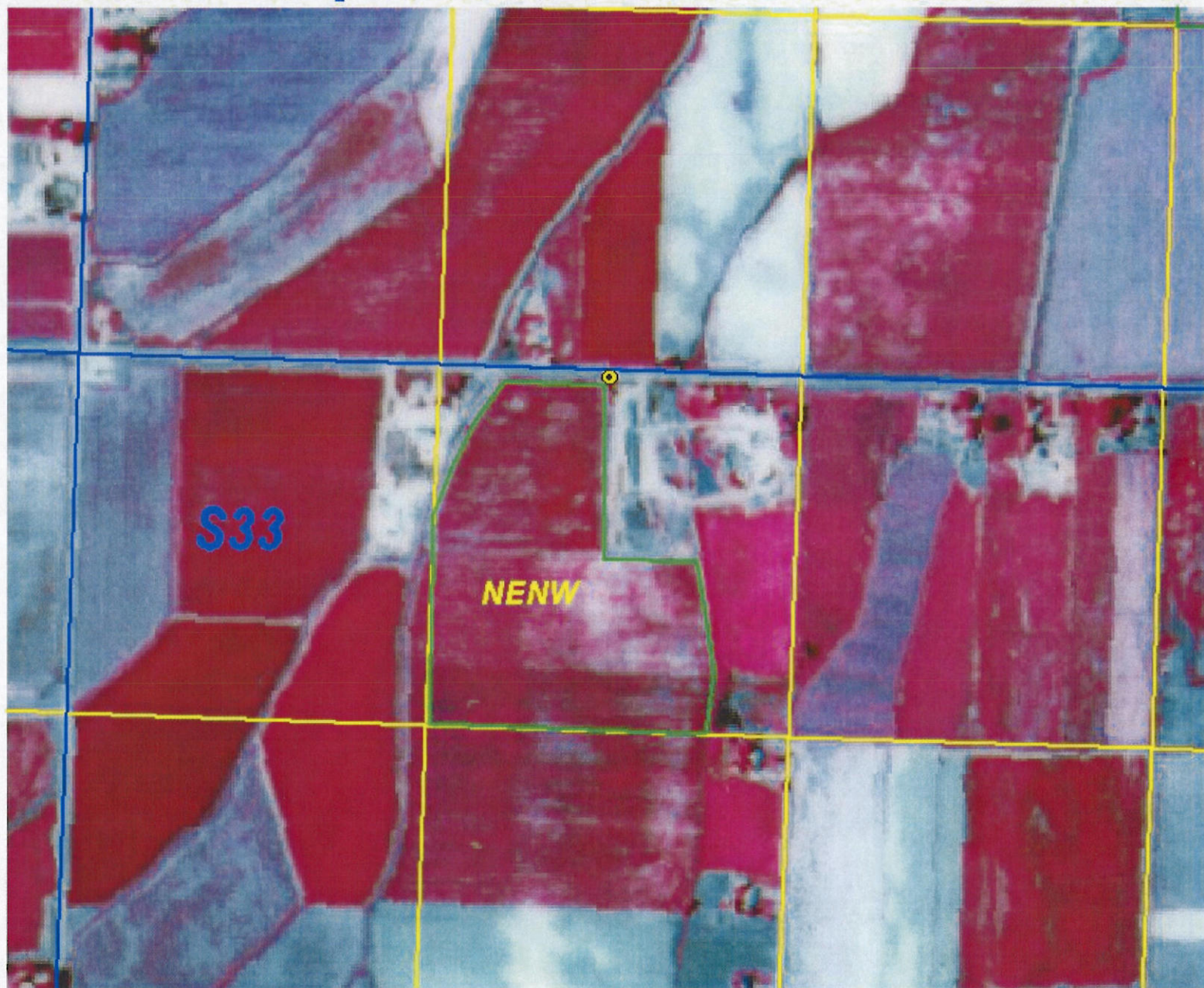
 **POD**

 **SECTION**

 **1/4 1/4**



1987 NAPP



0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 Miles



**T07N R02W
S33**

Idaho Department of Water Resources

Claims: 65-03332

Prepared by:

RON HOWERTON

Date: 28 DEC 00

 **Place of use**

 **POD**

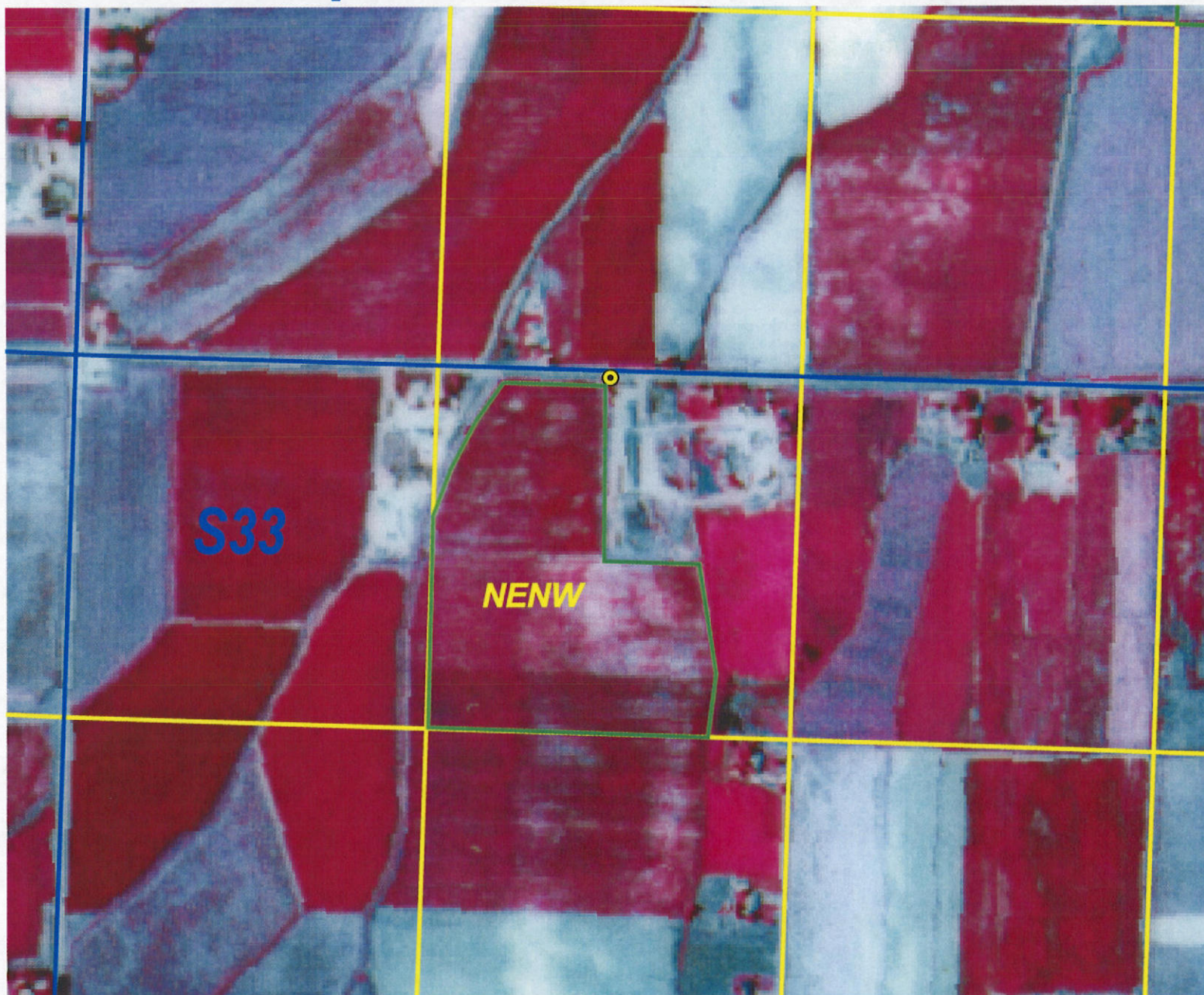
 **SECTION**

 **1/4 1/4**

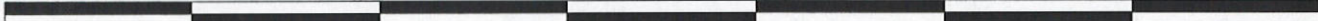
10 Acres



1987 NAPP



0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 Miles



**T07N R02W
S33**

Idaho Department of Water Resources

Claims: 65-03332

Prepared by:

RON HOWERTON

Date: 28 DEC 00

 **Place of use**

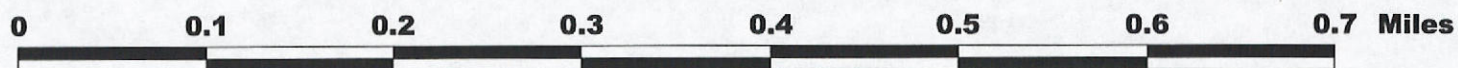
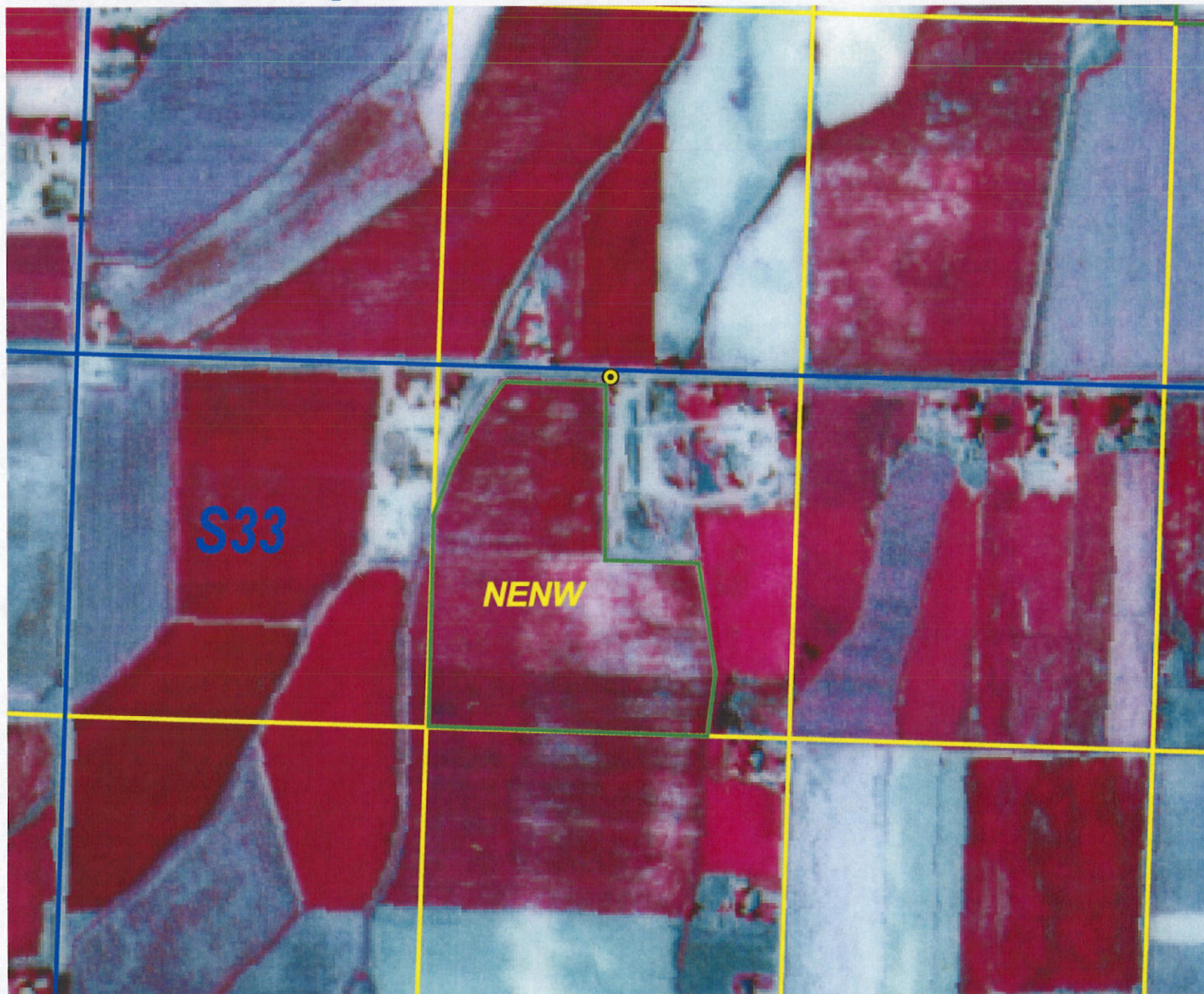
 **POD**

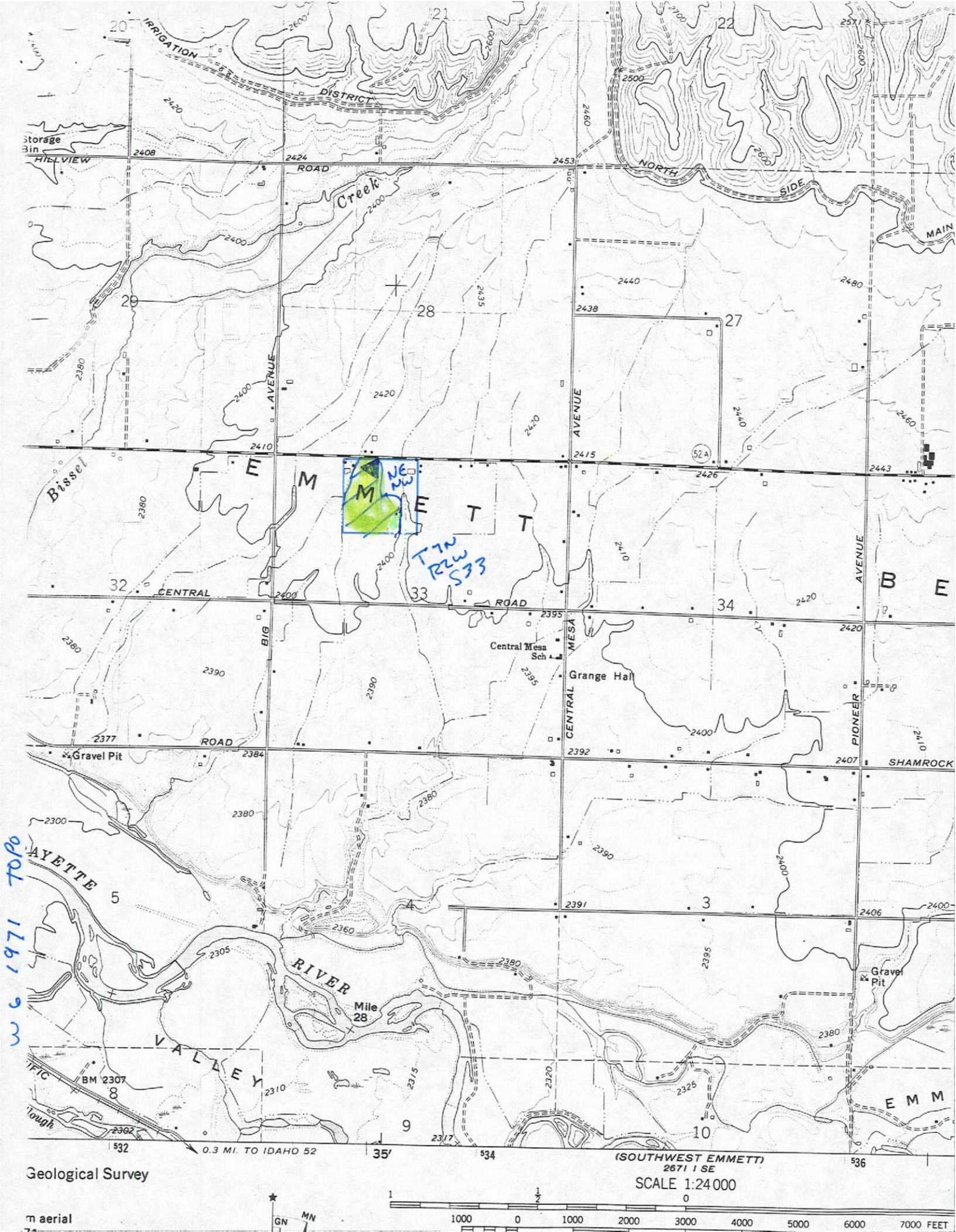
 **SECTION**

 **1/4 1/4**



1987 NAPP



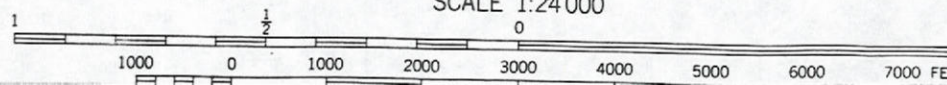


W 6 1971 TOPO

Geological Survey

m aerial

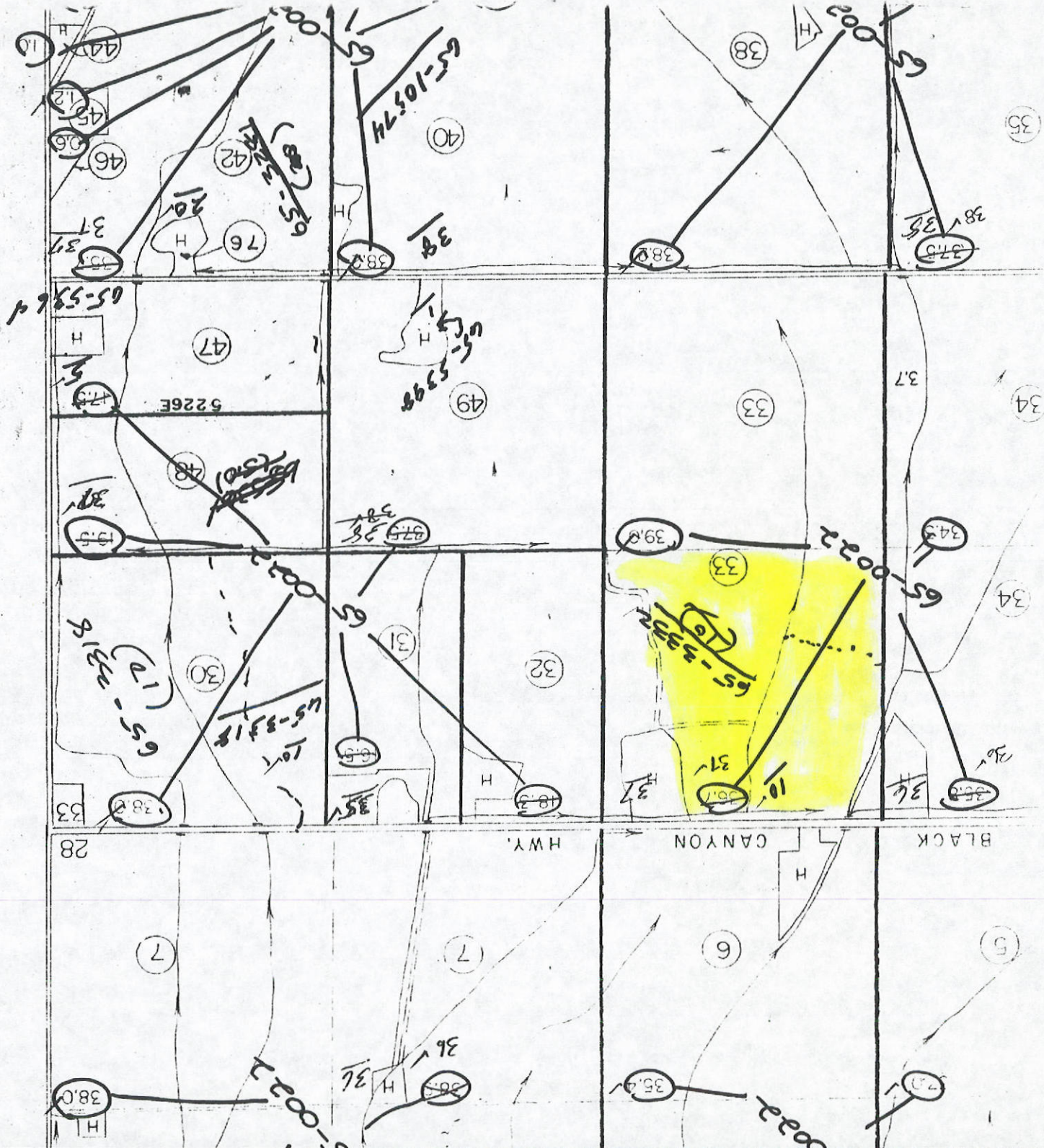
GN MN



(SOUTHWEST EMMETT)
2671 1 SE
SCALE 1:24 000

4/17/79
as per

PRBA map F
BLUELINE
T7N R2W
S33 NENW



IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHT TO THE USE OF THE SURFACE AND GROUND WATERS OF THE PAYETTE RIVER DRAINAGE BASIN

NOTICE OF CLAIM
TO A
WATER RIGHT

IDENT. NO. MAP NO.

65 3332

Department of Water Administration

Notice is hereby given that HAROLD S. and/or MILDRED R. HADLEY

(Name of Claimant)

Route #2, Box 110, Emmett, Idaho 83617

(Mailing Address)

claims a right to the diversion

and beneficial use of the surface or groundwater, of or tributary to the Payette River;

The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use, or date that permit was issued) April 1, 1930

(2) Describe source of water: (Name of stream, lake, spring, etc., or subterranean) waste water

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed: (Both Dates Inclusive)

Use Irrigation Period of Use From April 1 To Oct. 31
(Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both Dates Inclusive)

Use _____ Period of Use From _____ To _____
(Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both Dates Inclusive)

Use _____ Period of Use From _____ To _____
(Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both Dates Inclusive)

(4) Quantity of water claimed: 0.2 Cubic Feet Per Second, or _____ Acres Feet Per Annum,
and/or _____ Gals. Per Minute.

(5) A) Point of Diversion: Give location of point where water is diverted from its source NE $\frac{1}{4}$ NW $\frac{1}{4}$,
Sec. 33, Twp. 7 N, Rge. 2 W, B.M.; additional points: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.)
Give sizes and capacities; be as specific as possible. gravity flow

(6) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTAL
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
<u>7N</u>	<u>2W</u>	<u>33</u>					<u>10</u>												<u>10.0</u>

Total No. of acres 10.0

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

(7) Effluent, sewage waste, or return water from this use is discharged into _____

(8) If you are claiming water as a member of an organization, list name of organization: _____

(9) Remarks Map #33

(10) Basis of claim (Check one) ☒ A) Right based on diversion and beneficial use.

☐ B) Right decreed by court, cite title of case _____

☐ C) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.: _____

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

Individual

Harold S. Hadley
(Signature of Claimant)

Mildred R. Hadley
(Signature of Spouse)

Organization

(Signature of Authorized Agent)

State of Idaho

County of Ada

Organization Seal

On this 18th day of March, in the year 1971, before me,

a notary public, personally appeared Harold S. & Mildred R. Hadley
known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they,
corporation, partnership or _____) executed the same.

Notary Public residing at _____

My commission expires Jan 19, 1973

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: A65-03332
Date Received: 2/ 8/1990
Receipt No: X999999
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: JOSE LOURENCO 208-365-3156
Address: 4655 W BLACK CANYON HWY
EMMETT ID 83617
AND/OR
Name: LUCIA LOURENCO 208-365-3156
Address: 4655 W BLACK CANYON HWY
EMMETT ID 83617

2. Date of Priority: APR 1, 1930

3. Source: WASTE WATER Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	02W	33	NE	NW			GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.200		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	02W	33	NE	NW		IRR	10.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	10.0
					Total Acres	10.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.
OWNERSHIP CHANGED BY DB 3/23/98.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs Decree Defendant

AL5-03421 is in
different section.

RECEIVED
MAR 18 1998
WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

COPY
RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

MAR 04 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

Department of Water Resources

1. Water Right No(s): A65-03421, A65-03321, A65-73332, A65-21524
Adjudication Claim No(s): _____
 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 CRAIL L. BEAL and/or
IDA L BEAL
 4. New Owner/Claimant(s) JOSE LOURENCO and ^{or} LUCIA LOURENCO
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 4655 W. Black Canyon Hwy
City, State and ZIP Code EMMETT ID 83617
New Telephone Number (208) 365-3156
 5. Date you acquired the property 15 November 1994
 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 none Number and type of stock 300 Head Holsteins Dairies cows & calf.
Diversion rate in CFS _____ Number of homes 2 Other uses _____
- 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) Jose Lourenco
Lucia Lourenco
(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..

AGREEMENT REGARDING POSSESSION

COPY

THIS AGREEMENT is made this 15 day of Nov., 1994, by and between CRAIG L. BEAL and IDA L. BEAL, husband and wife, hereinafter referred to as Seller, and JOSE LOURENCO and LUCY LOURENCO, husband and wife, hereinafter referred to as Buyer.

THE PARTIES AGREE that Buyer shall be entitled to possession of the property west of the drain ditch at closing and shall be entitled to possession of the property east of the drain ditch on or before sixty (60) days from January 5, 1995. The property is more particularly described on Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

SELLER:

BUYER:

Craig L. Beal
CRAIG L. BEAL

Jose Lourenco
JOSE LOURENCO

Ida L. Beal
IDA L. BEAL

Lucy Lourenco
LUCY LOURENCO

STATE OF IDAHO)
)
County of Gem) ss.

On this 15 day of November, 1994, before me, the undersigned, a Notary Public for Idaho, personally appeared CRAIG L. BEAL and IDA L. BEAL, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

William M. Huson
Notary Public for Idaho
Residing at Emmett, Idaho
My Commission Expires 10/30/2000

STATE OF IDAHO)
)
County of Gem) ss.

On this 15 day of November, 1994, before me, the undersigned, a Notary Public for Idaho, personally appeared JOSE LOURENCO and LUCY LOURENCO, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wanda M. Green
Notary Public for Idaho
Residing at Emmett, Idaho
My Commission Expires 6/30/2000.

That portion of the NE 1/4 of the NW 1/4 of Section 33, Township 7 North, Range 2 West, B.M., Gem County, Idaho, lying East of the Emmett Irrigation District Lateral No. 5, described as follows:

Beginning at the North Quarter Corner of said Section 33, thence
South 33 feet to the REAL POINT OF BEGINNING; thence

West parallel to the North line of said section a distance of 700 feet; thence

South 622.3 feet; thence

East 700 feet; thence

North 622.3 feet to THE REAL POINT OF BEGINNING.

TAX AGREEMENT

The tax value shown on the attached closing statement is based on ESTIMATES.

Buyer and Seller herein affirm and agree that Security Title Company of Idaho, its' employees, agents, or assigns, have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Assessor/Treasurer's office during the year of the sale differ from the figure respresented on the attached closing statement, the following will occur:

1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. Payment and/or any adjustment of any subsequent tax statements which may be received after date of closing on this transaction will be handled directly between the respective parties, and Security Title Company of Idaho does not assume any liability or responsibility in connection therewith.

Further, Buyer and Seller herein agree to hold harmless Security Title Company of Idaho from any loss, liability, or responsibility in the event the estimated tax figures are based on a Homeowner's Tax Exemption (I.C. 63-10500), which may or may not apply for the year in which the sale occurs. It is agreed that it shall be the Buyer's responsibility to investigate the status of the Homeowner's Tax Exemption as it may apply to the property being purchased.

DATE: 11/15/94

BUYER:

Jose Lourenco
Jose Lourenco

SELLER:

Craig L. Beal
Craig L. Beal

Lucia Lourenco
Lucia Lourenco

Ida L. Beal
Ida L. Beal

**SECURITY TITLE COMPANY
OF IDAHO**

Please Reply To: 1022 South Washington Avenue
P.O. Box 622
Emmett, ID 83617
208-365-4486
FAX 208-365-4541

COPY

Mr. and Mrs. Jose Lorencio
4655 W. Black Canyon
Emmett, Idaho 83617

ESCROW NO. 3-18314
RE: Jose Lourenco
DATE: November 25, 1994

RECEIVED

MAR 04 1998

Department of Water Resources

In connection with the above numbered Escrow, we enclose the following:

() Our check #	in the sum of \$
() Deed recorded	Instrument No.
() Deed of Trust recorded	Instrument No.
() Note dated	in the sum of \$
(XX) Title Insurance Policy No. 13 0020 060 00811	
() Fire Insurance Binder	
() Copy of Closing Statement	
() Copy of Escrow Instructions	
() Assignment of Trust Fund	
() Change of ownership agreement	
(XX) Map	
()	
()	

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours very truly,
Security Title Company of Idaho

By: _____

**SECURITY TITLE COMPANY
OF IDAHO**

POLICY OF TITLE INSURANCE

13 0020 060 00811

SECURITY UNION TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, SECURITY UNION TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued by:
SECURITY TITLE COMPANY
OF IDAHO
1022 S. Washington Avenue
P. O. Box 622 - Emmett, ID 83617
(208) 365-4486

SECURITY UNION TITLE INSURANCE COMPANY

By:

Richard L. Polla
President

By:

Richard M. Clavin
Secretary



.....
Authorized Signature

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Security Union Title Insurance Company
Claims Department
P.O. Box 2233

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary to establish the title to the estate or interest, as insured, or to reduce loss or damage to the insured. The Company may take any action under the terms of this policy, whether or not it shall be liable therefor, and shall not thereby concede liability or waive any provision of this policy.

(c) Whenever the Company is required to provide defense as required or permitted by this policy, the insured may pursue any litigation to final determination and expressly reserves the right to any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to

OWNERS POLICY

SCHEDULE A

File No.: 3-18314

Amount of Insurance: \$130,000.00

Policy Number: 13002006000811

Premium Amount: \$645.00

Date of Policy: November 16, 1994 at 3:43 P.M.

1. Name of Insured:

JOSE LOURENCO and LUCIA LOURENCO

2. The estate or interest in the land which is covered by this Policy is:
fee simple

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

GILBERT WALLERS AND JOYCE WALLERS, HUSBAND AND WIFE

4. The land referred to in this Policy is described as follows:

That portion of the NE 1/4 of the NW 1/4 of Section 33, Township 7 North, Range 2 West, B.M., Gem County, Idaho, lying East of the Emmett Irrigation District Lateral No. 5, described as follows:

Beginning at the North Quarter Corner of said Section 33, thence
South 33 feet to the REAL POINT OF BEGINNING; thence

West parallel to the North line of said section a distance of 700 feet; thence

South 622.3 feet; thence

East 700 feet; thence

North 622.3 feet to THE REAL POINT OF BEGINNING.

This Policy valid only if Schedule B is attached.

OWNERS POLICY
SCHEDULE B
(Standard Coverage)

File No.: 3-18314

Policy No.: 13002006000811

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:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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) Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown on the records of such agency or by the public records.

Special Exceptions:

1. General taxes as extended on the regular tax roll for the year 1994, are paid in full.
2. Liens and assessments of the Emmett Irrigation District, and the rights and powers of said district as by law provided. 1994 assessment are paid in full.
3. Rights of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
4. An easement for the purpose shown below and rights incidental thereto as contained in a document.

For:	public utilities
In Favor of:	Idaho Power Company
Recorded:	April 16, 1942
Instrument No./Book-Page:	Book 5 of Miscellaneous page 536 of Official Records

(Continued)

OWNERS POLICY
SCHEDULE B

File No.: 3-18314

Policy No. 13002006000811

EXCEPTIONS FROM COVERAGE (Continued)

Special Exceptions (Continued)

5. An easement for the purpose shown below and rights incidental thereto as contained in a document.

For: public utilities
In Favor of: United State of America
Recorded: April 19, 1948
Instrument No./Book-Page: Book 7 of Miscellaneous, page 109 of Official Records

6. An unrecorded Contract of Sale, providing for the sale of said land.

Dated: April 15, 1978
Vendor: Gilbert Wallers and Joyce Wallers
Vendee: Craig L. Beal and Ida L. Beal, husband and wife
Disclosed By: Assignment of Contract of Sale
Recorded: September 11, 1991
Instrument No.: 170201 of Official Records

Any claim or assertion of claim that the Quitclaim Deed and/or the Assignment of Buyer's Interest is a mortgage or other security instrument.

Any claim or assertion of claim that the Lourencoos or their successor in interest or any other person or entity has the right of redemption under the laws of the state of Idaho.

Matters not encumbering the equitable interest described in the Contract of Sale referred to above, but which may affect the ability of the vendor or successor in interest to convey title:

An assignment of the Sellers interest in said contract of sale

Executed by: Gilbert I. Wallers and Mona Spaulding Wallers
To: Joyce Yingst, fka Joyce Wallers, and Freeman Yingst
Recorded: September 11, 1991, Instrument No. 170201, Official Records

Memorandum of Contract dated November 15, 1994, by and between CRAIG L. BEAL and IDA L. BEAL, Assignors, and JOSE LOURENCO and LUCY LOURENCO, Assignees, recorded November 16, 1994 as Instrument No. 182730, of Official Records.

Assignment dated November 15, 1994, by and between CRAIG L. BEAL and IDA L. BEAL, husband and wife, Assignors, and JOSE LOURENCO and LUCY LOURENCO, husband and wife, recorded November 16, 1994 as Instrument No. 182731, of Official Records.

(Continued)

OWNERS POLICY
SCHEDULE B

File No.: 3-18314

Policy No. 13002006000811

EXCEPTIONS FROM COVERAGE (Continued)

Special Exceptions (Continued)

Assignment of Buyer's Equity dated November 1994, by and between JOSE LOURENCE and LUCIA LOURENCE, dba LOURENCO'S DAIRY, Assignor and IDA-ORE PLANNING AND DEVELOPMENT ASSOCIATION, INC., Assignee, recorded November 16, 1994 as Instrument No. 182732, of Official Records.

7. Any failure to comply with the terms, covenants and provisions of the Contract of Sale referred to in Exception 6.
8. A financing statement filed in the Office of the County Recorder, showing
Debtor: JOSE LOURENCO
Secured Party: IDA-ORE PLANNING & DEVELOPMENT ASS'N, INC.
Recorded: November 16, 1994
Instrument No.: 182748 of Official Records

END OF SCHEDULE B

BLACK CANYON

STATE LUN 52A

1156

170

158

265

177

360
LATERAL # 5

~~1138~~
1138

T 12

622.3

3-1831
T 12
REFERENCE
TO
LATERAL # 5

035

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3-16568

EP 121 T 12

HOWARD TRACT

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314.15

110

Courtesy of
Security Life Company
1022 So. Washington
P.O. Box 622
Kansas, Mo 66217

This sketch is made solely for the purpose of assisting
a location said practice and the Company assumes
no liability for variations, if any, in dimensions and
is not conditioned by actual survey.

200

651

320

328.04

295

T 14

ENST 119465



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

February 17, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

GILBERT & JOYCE WALLERS
C/O JOSE & LUCY LOURENCO
4655 W BLACK CANYON HWY
EMMETT ID 83617

COPY

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A65-03421, A65-03331, A65-03332, & A65-21524

Dear Claimant:

We have been advised you may be the new owner of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by March 3, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Danni M. Smith
SRBA Sr. Secretary

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No. A65-03421, A65-03331, A65-03332, & A65-21524 water right filing

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: A65-03332

Date Received: ~~10/24/1994~~ 2/8/1996

Receipt No: X999999

Received By: MM

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CRAIG BEAL 208-365-6190
Address: 4615 W BLACK CANYON HWY
EMMETT ID 83617

AND/OR

Name: IDA BEAL 208-365-6190
Address: 4615 W BLACK CANYON HWY
EMMETT ID 83617

2. Date of Priority: APR 1, 1930

3. Source: WASTE WATER Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	02W	33	NE	NW			GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.200		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	02W	33	NE	NW		IRR	

MICROFILMED
OCT 19 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	10.0
					Total Acres	10.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs Decree Defendant

MICROFILMED
OCT 18 1990

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. No.

ATTACHMENT TO
NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly:

Name of Claimant(s) Craig L. Beal and/or
Ida L. Beal

Mailing Address 4615 W. Black Canyon
(include Zip Code) Emmett, Idaho 83617

Phone Number (208) 365-6190

MICROFILMED
OCT 18 1996

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: A65-03332
Date Received:
Receipt No: _____
Received By: _____

RECEIVED
FEB 03 1990

Department of Water Resources
Western Regional Office

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: HAROLD S. HADLEY
Address: ROUTE 2 BOX 110
EMMETT, ID 83617

Name: MILDRED R. HADLEY
Address: ROUTE 2 BOX 110
EMMETT, ID 83617
2. Date of Priority: APR 01, 1930
3. Source: WASTE WATER Trib. to: PAYETTE RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	02W	33	NE	NW			GEM
5. Description of diverting works:
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.200		
7. Total Quantity Appropriated is:
0.200 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07N	02W	33	NE NW		IRR	10.0
Section Acres						10.0
Total Acres						10.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

vs

A & C CORP., ET AL.

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): Ida L. Beal Date: Feb. 8, 1990

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 8 day
of Feb 19 90 Lola Harris
Notary Public

Seal

Residing at Boise, Idaho
My Commission Expires 12-8-94



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

May 4, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Dear Basin 65 water user:

This letter is to inform you that you may be eligible to file a stockwater claim with the Idaho Department of Water Resources (IDWR) in connection with the Snake River Basin Adjudication (SRBA). IDWR is sending this letter to water users in Basin 65 who might have relied upon the non-irrigation season stockwater provision in the Payette Adjudication. This provision states:

"When stockwater is not a specifically mentioned use for a right that includes irrigation, a reasonable flow is implied and included for the watering of livestock during the non-irrigation season."

In another basin, the Idaho Supreme Court struck down general provisions that contained similar language. The non-irrigation season stockwater language quoted above was not included in the General Provisions for Basin 65 because of the Idaho Supreme Court's ruling.

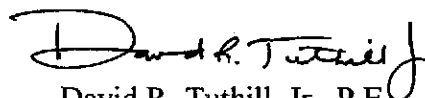
IDWR recognizes that in reliance on the non-irrigation season stockwater language in the Payette Adjudication, water users might not have filed stockwater claims in the SRBA to cover the non-irrigation season period. Individuals who historically watered livestock during the non-irrigation season without a separate stockwater claim might desire to file a new stockwater claim with IDWR.

To be eligible for a new non-irrigation season stockwater claim:

1. You must have actually and historically watered livestock during the non-irrigation season without a separate stockwater right.
2. You must have filed a surface water irrigation claim in both the Payette Adjudication and the SRBA.
3. You must not have filed a stockwater claim with the surface water irrigation claim.

If you meet these three requirements, you may file a Notice of Claim form for stockwater with IDWR. **To have a timely filing you must file this claim with IDWR by May 25, 2001.** IDWR will waive filing fees for these stockwater claims if filed before this deadline. Failure to file your claim in a timely manner may prevent you from claiming it in the future. Notice of Claim forms are available on IDWR's website at www.idwr.state.id.us/info/water/srba/forms.htm or from any IDWR office. Claimants can call IDWR, Western Region at (208) 334-2190 to make an appointment if they need assistance filling out a Notice of Claim form.

Sincerely,


David R. Tuthill, Jr., P.E.
Adjudication Bureau Chief

**T07N R02W
S33**

Idaho Department of Water Resources

Claims: 65-03332

Prepared by:

RON HOWERTON

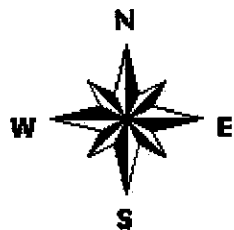
Date: 28 DEC 00

 **Place of use**

● **POD**

 **SECTION**

 **1/4 1/4**



1987 NAPP



12/28/2000

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-3332

NAME AND ADDRESS: JOSE LOURENCO
LUCIA LOURENCO
4655 W BLACK CANYON HWY
EMMETT, ID 83617

SOURCE: WASTEWATER

TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.2 CFS

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE: 04/01/1930

POINT OF DIVERSION: T07N R02W S33

NENW

Within GEM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
3-15 11-15

QUANTITY
0.20 CFS

PLACE OF USE:

IRRIGATION Within GEM County

T07N R02W S33

NENW

10

10 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM EMMETT
IRRIGATION DISTRICT.

AJ5809NP
No. A65-03332

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 03/14/00
PAGE: 10

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JOSE LOURENCO	04/01/1930	IRRIGATION	03-15 11-15	0.200 CFS	
C	LUCIA LOURENCO					
	4655 W BLACK CANYON HWY					
	EMMETT ID 83617					
	(208) 365-3156					
				TOTAL DIVERSION:	0.200 CFS	

Water Source: WASTE WATER

Tributary to: PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion: T07N R02W S33 NENW

GEM 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
07N	02W	33	:																	:	10.0
																				TOTAL ACRES	10.0

POU County: GEM

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

65-03331 65-18739 65-21524 A65-03331 A65-18739 A65-21524

Remarks: GEN THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.
OWNERSHIP CHANGED BY DB 3/23/98.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:

Presumption Flag:

Audit: 10/25/94 MMINICUC 03/30/95 POST-STD 03/23/98 DBUFFING

C18

Ant E28
& W16

WR5809NP
No. 65-03332

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 08/18/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HAROLD S. HADLEY	04/01/1930	IRRIGATION	03/15 11/15	0.200 CFS	
C	MILDRED R. HADLEY					
	ROUTE 2 BOX 110			TOTAL DIVERSION:	0.200 CFS	
	EMMETT ID 83617					

Water Source: WASTE WATER

Tributary to: PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion: T07N R02W S33

NENW

GEM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
			:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	
---	---	---	:	---	---	---	---	:	---	---	---	---	:	---	---	---	---	:	---	---	---	---	:	---
07N	02W	33	:					:	10				:					:					:	10.0
																							TOTAL ACRES	10.0

Pou County: GEM

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
65-03331

Remarks: GEN THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

Dates: App. Received: Priority Date: 04/01/1930
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 65 Field Exam Fee:

Audit: 04/02/86 04/30/88 CONVERT

QNT E28
E W 16

**T07N R02W
S33**

Idaho Department of Water Resources

Claims: 65-03332

Prepared by:

RON HOWERTON

Date: 28 DEC 00

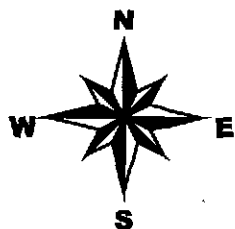
 **Place of use**

 **POD**

 **SECTION**

 **1/4 1/4**

10 Acres



1987 NAPP



**T07N R02W
S33**

Idaho Department of Water Resources

Claims: 65-03332

Prepared by:

RON HOWERTON

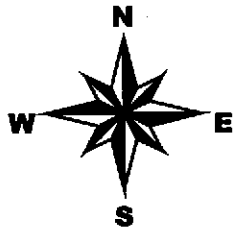
Date: 28 DEC 00

 **Place of use**

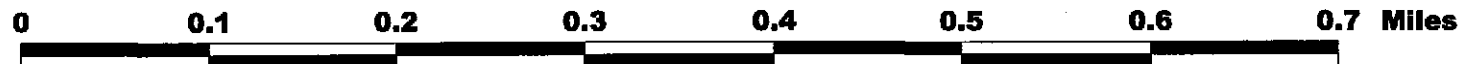
 **POD**

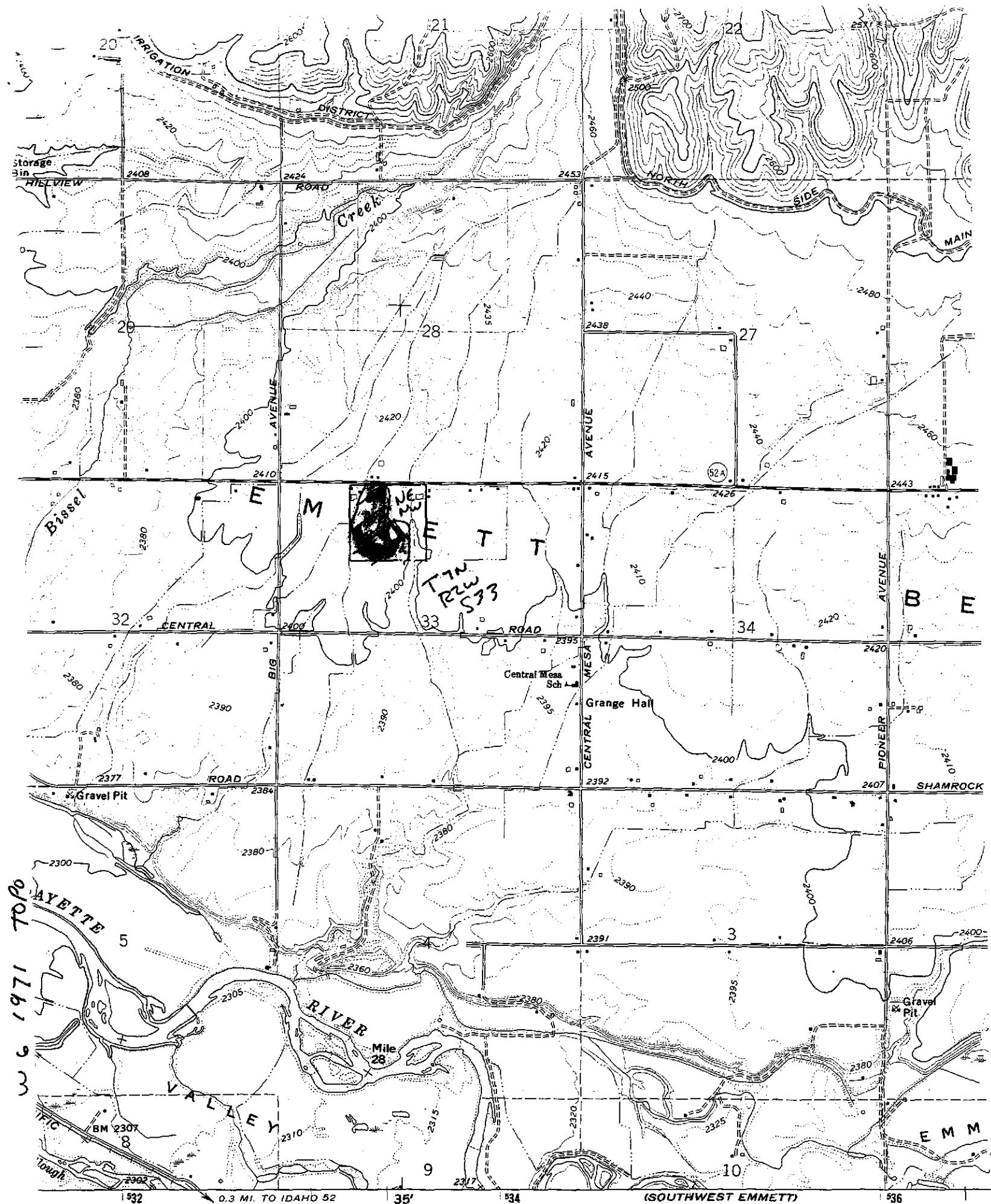
 **SECTION**

 **1/4 1/4**



1987 NAPP



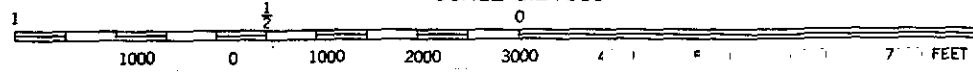


Geological Survey

(SOUTHWEST EMMETT)
2671 1 SE

SCALE 1:24 000

aerial



IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF GEM

IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHT TO THE USE OF THE SURFACE AND GROUND WATERS OF THE PAYETTE RIVER DRAINAGE BASIN

NOTICE OF CLAIM

IDENT. NO.

MAP NO.

TO A

WATER RIGHT

65 3332

Department of Water Reclamation

Notice is hereby given that HAROLD S. and/or MILDRED R. HADLEY

(Name of Claimant)

Route #2, Box 110, Emmett, Idaho 83617

(Mailing Address)

claims a right to the diversion

and beneficial use of the surface or groundwater, of or tributary to the Payette River;

The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use, or date that permit was issued) April 1, 1930

(2) Describe source of water: (Name of stream, lake, spring, etc., or subterranean) waste water

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed: (Both Dates Inclusive)

Use Irrigation Period of Use From April 1 To Oct. 31
(Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)

Use Period of Use From To
(Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)

Use Period of Use From To
(Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)

(4) Quantity of water claimed: 0.2 Cubic Feet Per Second, or Acre Feet Per Annum
and/or Gals. Per Minute.

(5) A) Point of Diversion: Give location of point where water is diverted from its source NE 1/4 NW 1/4
Sec. 33, Twp. 7 N, Rge. 2 W, B.M.; additional points:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.)
Give sizes and capacities; be as specific as possible. gravity flow

(6) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>7N</u>	<u>2W</u>	<u>33</u>					<u>10</u>												<u>10.0</u>

Total No. of acres 10.0

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

(7) Effluent, sewage waste, or return water from this use is discharged into

(8) If you are claiming water as a member of an organization, list name of organization

(9) Remarks Map #33

(10) Basis of claim (Check one) ☒ A) Right based on diversion and beneficial use.

☐ B) Right decreed by court, cite title of case

☐ C) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.:

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

Individual

Harold S. Hadley
(Signature of Claimant)

Mildred R. Hadley
(Signature of Spouse)

Organization

(Signature of Authorized Agent)

State of Idaho

County of Ada

Organization
Seal

On this 18th day of March, in the year 1971, before me,

a notary public, personally appeared Harold S. & Mildred R. Hadley
known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they,
corporation, partnership or) executed the same.

Notary Public residing at

My commission expires Jan 19, 1973

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM #: 65-03332 Date: 4-28-00

Overlapping POU Claim #'s: _____

				NE				NW				SW				SE				Sum
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	7N	2W	33					10												10
GIS								22												22
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

POU_ID #(s): 448

POD_ID #(s): 347

Total Claimed Acres: 10

Total GIS Acres: _____

COMMENTS:

I am wondering if this legal is incorrect since Claimant states he
owns land at POU and the land source owns is in NW1/4. I can't
be sure where the 10 ac. are within the 22 irrigated in NW1/4.

ABRAHAM RDL



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

May 5, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Water Right No. 65-03331

Jose Lourenco
Lucia Lourenco
4655 W Black Canyon Hwy
Emmett ID 83617

Dear Mr. & Mrs. Lourenco:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

The ownership has also been changed on claim numbers A65-03332 and A65-21524, and copies are enclosed. You had also requested the ownership be changed on claim number A65-03421. That claim is in a different place of use and was not covered on the warranty deed submitted, therefore we were not able to change the ownership. If you have any additional information concerning that claim number, please forward it with a Change of Ownership form.

If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Records Clerk
Adjudication Section
Western Region

DB:d

Enclosures

cc: Craig L and Ida L Beal