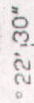


GEOLOGICAL SURVEY



AUG 24 1992

Idaho Department of Water Resources

T05N, R01E,
S33

Claim No: 63-09876
Prepared By: Kimberly Brown
Date: December 22, 2003



- Point of Diversion
- Place of Use
- Section Lines
- 1/4 1/4

Acres Irrigated = 4.0



1987 NAPP

0 0.08 0.16 0.24 0.32 Miles

Idaho Department of Water Resources

T05N, R01E,
S33

Claim No: 63-09876
Prepared By: Kimberly Brown
Date: December 22, 2003



- Point of Diversion
- Place of Use
- Section Lines
- 1/4 1/4



1987 NAPP



Idaho Department of Water Resources

**T05N, R01E,
S33**

Claim No: 63-09876
Prepared By: Kimberly Brown
Date: December 22, 2003



- Point of Diversion
- Place of Use
- Section Lines
- 1/4 1/4



1987 NAPP



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 63-9876
Date Received: 9/7/1989
Receipt No: C011081
Received By: NE 34

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

1. Name of Claimant(s)

SANDRA L. HALL Phone: (208)939-8405
3533 N HOLL DR
EAGLE ID USA 83616

GREGORY HALL Phone: (208)939-8405
3533 N HOLL DR
EAGLE ID USA 83616

2. Date of Priority: 11/25/1981

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	01E	33	NW NE SE	ADA	

5. Description of diverting works:

WELL, 250' DEEP, 8" CASING, 5 HP PUMP, TO HOME AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.07	
DOMESTIC	1/01	12/31	0.03	

7. Total Quantity Appropriated is:

0.1 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	01E	33	NE	SE	DOMESTIC	
Received By:	NE	SE	NE	SE	IRRIGATION	5
					Section Acres	5
					Total Acres	5

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

14. Remarks:

P/D & P/U LOT NO. 5. BLK. NO. 1, BEACON LIGHT EST. NO. 2

CHANGE OF OWNERSHIP LG 10/21/05

15. Basis of Claim: Permit

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

RECEIVED

OCT 13 2005

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	ALB-4876				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Thomas Johnson
4. New Owner/Claimant(s) G. Gregory or Sandra L. Hall
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 3533 N. Hall Dr.
- City, State and ZIP Code Eagle, ID 83616
- New Telephone Number 208) 939-8405
5. Date you acquired the property October 24, 2003

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Shawn Sheppherd

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

For Office Use Only

Received by LG Date 10/13/05 Fee 0
 Receipted by _____ Date _____ Receipt No. _____
 Processed by LG AJ Date 10/21/05 WR _____ Date _____

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9876

WATER RIGHT NUMBER: 63-9876

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	THOMAS G JOHNSON 3533 HOLL DR EAGLE, ID 83616 (208)939-8689

Priority Date: 11/25/1981

Basis: Permit

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.030 CFS	
IRRIGATION	4/01 to 11/01	0.070 CFS	
	<u>Total Diversion:</u>	0.100 CFS	

Location of Point(s) of Diversion

GROUND WATER	NW1/4NE1/4SE1/4	Sec. 33, Twp 05N, Rge 01E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	01E	33													X				

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	01E	33													5.0				5.0

Total Acres: 5

Conditions of Approval:

1. P/D & P/U LOT NO. 5. BLK. NO. 1, BEACON LIGHT EST. NO. 2

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

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 the number(s) at **Item 1.** Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

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 adjudication 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. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3.**
4. The name, mailing address, and telephone numbers of the new owner/claimant(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 have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original form to the IDWR office nearest you:

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

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



ABCD

EFGH

LKL

03026696 CA/PD

WARRANTY DEED

For Value Received DAVE BUICH AND KAREN BUICH, HUSBAND AND WIFE

the Grantor hereby grants, bargains, sells, conveys and warrants unto G. GREGORY HALL AND SANDRA L. HALL, HUSBAND AND WIFE

the Grantee whose current address is: 3533 HOLL DRIVE, EAGLE ID 83616

the following described premises, to-wit:

LOT 5 IN BLOCK 1 OF BEACON LIGHT ESTATES NO. 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 42 OF PLATS AT PAGES 3423 AND 3424, RECORDS OF ADA COUNTY, IDAHO.

Parcel Number: R0850410010

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 24, 2003

DAVE BUICH

KAREN BUICH

State of IDAHO

ss.

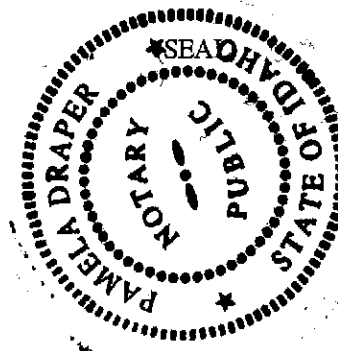
County of ADA

On this 24th day of October, 2003, before me, the undersigned, a Notary Public, in and for said State, personally appeared DAVE BUICH AND KAREN BUICH

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Notary Public PAMELA DRAPER
Residing at: BOISE, IDAHO
Commission Expires: April 16, 2009





RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

ID# 22122

DATE 10/2/2003

1. REAL ESTATE OFFICES:

LISTING AGENCY

N/A

Office Phone # _____

Office Fax # _____

E-Mail _____

Other Phone # _____

Listing Agent _____

E-Mail _____

Phone # _____

SELLING AGENCY

N/A

Office Phone # _____

Office Fax # _____

E-Mail _____

Other Phone # _____

Selling Agent _____

E-Mail _____

Phone # _____

2. BUYER & PROPERTY:

Greg & Sandy Hall

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" COMMONLY KNOWN AS 3533 Holl Drive City Eagle

Idaho County, ID, Zip 83616 legally described as: Lot 5 Block 1 Beacon Light Est. #2
parcel # R0850410010

OR Legal Description Attached as addendum # _____ (Addendum must accompany original offer.)

3. \$ 390,000.00 PURCHASE PRICE:

Three hundred ninety thousand

DOLLARS,

payable upon the following TERMS AND CONDITIONS (not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price, except for 100% financing.

\$ 0.00 (A). EARNEST MONEY: BUYER hereby deposits

Zero

DOLLARS

Earnest Money evidenced by: ☐ cash ☐ personal check ☐ cashier's check ☐ note due ☐ other

and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held for the benefit of the parties hereto, and

(Broker) shall hold the completely executed Broker's copy of this Agreement. The responsible Broker shall be _____

(B). ALL CASH OFFER: ☒ NO ☐ YES If this is an all cash offer do not complete lines 31 through 52, fill blanks with (Not Applicable). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within _____ business days from the date of this agreement, evidence of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial statement or contract(s) for the sale of BUYER'S current residence or other property to be sold.

\$ TBD (C). NEW LOAN PROCEEDS: FIRST LOAN of \$ _____

not including mortgage insurance

This Agreement is contingent upon BUYER obtaining: ☐ FHA ☐ VA ☒ CONVEN ☐ IHFA ☐ RD ☐ OTHER

with interest not to exceed 6.5 % for a period of 30 year(s) at: ☒ fixed rate ☐ other

BUYER shall pay no more than _____ point(s) plus origination fee if any. SELLER shall pay no more than _____ point(s). Any reduction in points shall first accrue to the benefit of the ☐ BUYER ☐ SELLER ☐ Divided Equally ☐ N/A

LOAN APPLICATION: BUYER ☐ has ☒ shall apply for such loan within 5 business day(s) of SELLER'S acceptance. Within 5 business days of final acceptance of all parties, BUYER agrees to furnish SELLER with a written loan commitment showing lender approval of credit report, income verification, debt ratios and subject only to satisfactory appraisal and final lender underwriting. If such written commitment is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation. If an appraisal is required by lender, the property must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S request. BUYER may also apply for a loan with different conditions and requirements to the SELLER.

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

(D). ADDITIONAL FINANCIAL TERMS:

- ☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
- ☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

\$ 390,000.00 (E). APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s) shall be adjusted at closing of escrow in: ☐ Cash ☐ Other: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 6 PAGES
BUYER'S Initials (GH) Date 10/2/03 SELLER'S Initials (JD) Date 10-4-03

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION

PROPERTY ADDRESS: 3533 Holl Drive ID#: 22122

5. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Stewart Title Title Company located at Downtown shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(D). EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if not of public record at time of closing). However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of home and yet may not be of public record until after the purchase. BUYERS are advised talk to a title company about extended coverage title policies and endorsements. This coverage is for the benefit of the owner and provides coverage similar to that provided by the extended coverage lender's policy. Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(F). HOMEOWNERS EXPANDED COVERAGE ENDORSEMENT: This endorsement attaches to and becomes a part of a Standard Title Policy and shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which the insured owner resides either at date of policy or at any time prior to time insured owner acquires knowledge of a potential claim hereunder. Title company hereby insures insured Owner of the estate or interest against loss or damage which Insured Owner shall sustain by reason of existence at date of policy any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in progress or completed at date of policy, except a work of improvement for which said insured Owner has agreed to be responsible. Also covers other problems but only after a final court order of judgment that requires removal.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 6 PAGES
BUYER'S Initials (NA) (SLA) Date 10/2/03 SELLER'S Initials (MR) (KRO) Date 10-6-03

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PROPERTY ADDRESS:

3533 Holl Drive

ID#:

22122

5. "NOT APPLICABLE DEFINED:" The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

7. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 7 is of nominal value less than \$100.

(A) ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE:

(B) ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available.

(A). TITLE COMMITMENT: Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 5 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Stewart Title Title Company located at Downtown shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(D). EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if not of public record at time of closing). However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of home and yet may not be of public record until after the purchase. BUYERS are advised talk to a title company about extended coverage title policies and endorsements. This coverage is for the benefit of the owner and provides coverage similar to that provided by the extended coverage lender's policy. Extended Coverage Owner's Policy requested ☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(F). HOMEOWNERS EXPANDED COVERAGE ENDORSEMENT: This endorsement attaches to and becomes a part of a Standard Title Policy and shall be effective only if at date of policy there is located on the land described in said policy a one to four family residential structure in which the insured owner resides either at date of policy or at any time prior to time insured owner acquires knowledge of a potential claim hereunder. Title company hereby insures insured Owner of the estate or interest against loss or damage which Insured Owner shall sustain by reason of existence at date of policy any unrecorded statutory liens for labor or material attaching to said estate or interest arising out of any work of improvement on said land in progress or completed at date of policy, except a work of improvement for which said insured Owner has agreed to be responsible. Also covers other problems but only after a final court order of judgment that requires removal.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 2 of 6 PAGES
BUYER'S Initials (JAH) Date 10/2/03 SELLER'S Initials (MR) Date 10-6-03

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION

PROPERTY ADDRESS:

3533 Holl Drive

ID#:

22122

10. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code § 48-601 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code § 48-601 et seq. regarding the General Contractor Disclosure Statement.

11. INSPECTION:

(A). BUYER chooses ☒ to have inspection ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 142 to 160. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 10 business day(s) of acceptance, complete these inspections and give to SELLER written notice of disapproved of items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.

(B). FHA INSPECTION REQUIREMENT, If applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved of items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3). If the SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all Inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

12. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home". (b) receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate, (d) that BUYER hereby ☐ waives ☐ does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

14. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

15. ANNEXATION AND CITY SERVICES: The property is located in the city limits now ☐ Yes ☐ No ☒ N/A OR the property is located in an area of CITY IMPACT, ADJACENT OR CONTIGUOUS to a city limits and/or the subdivision plat and CC& R's indicate properties will be annexed when appropriate time is reached, and thus are legally subject to annexation by the city at a future time ☐ YES ☐ NO ☐ N/A

THE PROPERTY IS NOT WITHIN THE CITY LIMITS AT THIS TIME, BUT DOES RECEIVE SOME CITY SERVICES: ☐ YES ☐ NO ☐ N/A

16. COVENANTS, CONDITIONS AND RESTRICTIONS (CC& R'S): BUYER is responsible to obtain and review a copy of the CC& R's (if applicable). BUYER has reviewed CC& R's. ☒ Yes ☐ No ☐ N/A

17. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ N/A Association fees/dues are \$ _____ per _____
☐ BUYER ☐ SELLER ☒ N/A to pay Homeowner's Association SET UP and/or property TRANSFER FEES of \$ _____ at closing.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 6 PAGES
BUYER'S Initials (SLA) Date 10/2/03 SELLER'S Initials (JD) Date 10/2/03

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PROPERTY ADDRESS:

3533 Holl Drive

ID#:

22122

18. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay up to \$ 0 lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	☒	☒			Title Ins. Standard Coverage Owner's Policy		☒		
Appraisal Re-Inspection Fee		☒			Title Ins. Extended Coverage Lender's Policy -- Mortgagee Policy	☒			
Closing Escrow Fee			☒		Title Ins. Extended Coverage Owner's Policy				☒
Lender Document Preparation Fee	☒				Homeowner's Expanded Coverage Endorsement	☒			
Tax Service Fee	☒				Well Inspection		☒		
Flood Certification/Tracking Fee	☒				Septic Inspections		☒		
Lender Required Inspections	☒				Septic Pumping		☒		
Attorney Contract Preparation Fee				☒	Survey				☒
					Fuel in Tank -- Amount to be Determined by Supplier				☒

19. **OCCUPANCY:** BUYER ☒ does ☐ does not intend to occupy property as BUYER'S primary residence.

20. **FINAL WALK THROUGH:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the premises approximately 2 calendar day(s) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and premises are in substantially the same condition as on acceptance date of this contract. SELLER shall make premises available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the Broker(s) of any liability.

21. **RISK OF LOSS:** prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

22. **CLOSING:** On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 11/15/2003

The parties agree that the CLOSING AGENCY for this transaction shall be Stewart Title located at

If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A

23. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date 11/15/2003 time 5:00 ☐ a.m. ☒ p.m. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing

24. **SALES PRICE INFORMATION:** SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

25. **FACSIMILE TRANSMISSION:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile and

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 4 of 6 PAGES

BUYER'S Initials (SLH) Date 11/12/03 SELLER'S Initials (JD) Date 10-6-03

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION

PROPERTY ADDRESS:

3533 Holl Drive

ID#:

22122

electronic transmitted signatures by signing an original document.

26. SINGULAR AND PLURAL terms each include the other, when appropriate.

27. BUSINESS DAYS & HOURS A business day is herein defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. in the local time zone where the subject real property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

28. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

29. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

31. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

32. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

33. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S)/SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho statute to create that relationship.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 5 of 6 PAGES
 BUYER'S Initials (XAH) (SLH) Date 10/2/03 SELLER'S Initials (JL) (LS) Date 10-6-03

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PROPERTY ADDRESS:

3533 Holl Drive

ID#:

22122

34. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

35. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

36. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

37. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 10/25/2003 at (Local Time in which property is located) 5:00 ☐ a.m. ☒ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

38. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature]
Date 10/2/03 Time 5:00 ☐ a.m. ☒ p.m.
Address 1023 LOS LUCEROS DR. Eagle
E-Mail Address gregsandyhale@aol.com

BUYER (Print Name) B. Gregory Hall
Phone # 208-939-8405 Cell # 208-724-1752
City Eagle State ID Zip 83616
Fax # 208-939-8842

BUYER Signature [Signature]
Date 10/2/03 Time 5:00 ☐ a.m. ☒ p.m.
Address 1023 Los Luceros Drive Eagle
E-Mail Address gregsandyhale@aol.com

BUYER (Print Name) Sandra L. Hall
Phone # 208-939-8405 Cell # _____
City Eagle State ID Zip 83616
Fax # _____

39. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature [Signature]
Date 10-6 Time 11:00 ☒ a.m. ☐ p.m.
Address 3497 HOLL DR
E-Mail Address _____

SELLER (Print Name) Dave Burch
Phone # 939-0788 Cell # 966-0594
City _____ State _____ Zip _____
Fax # 938-0599

SELLER Signature [Signature]
Date 10-6 Time _____ ☐ a.m. ☐ p.m.
Address _____
E-Mail Address _____

SELLER (Print Name) Karen Burch
Phone # _____ Cell # _____
City _____ State _____ Zip _____
Fax # _____

40. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on

Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____

BUYER: _____

BUYER AND SELLER acknowledge receipt of copy of this page, which constitutes **PAGE 6 of 6 PAGES**
BUYER'S Initials [Signature] (SLH) Date 10/2/03 SELLER'S Initials [Signature] (DB) Date _____

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RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT JULY, 2003 EDITION

Company: John I. Scott BOI
Provided by: Rick Head

S/N: PCF5-06347

Printed using Software from Professional Computer Forms Co. v. 07.03

General Info

Parcel Number	R0850410010	Owner Name	TAYLOR JACK S &
Secondary Owner	TAYLOR KIM R	Property Address	3533 N HOLL DR
Property CSZ	EAGLE, ID 83616-0000	Prop Zip Code	83616
Mailing Address	994 TYNER WAY	Mailing CSZ	INCLINE VILLAGE NV 98451-8515
Primary Char	Residential	Zoning	RUT
Subdivision	BEACON LIGHT ESTATES NO 02	Bedrooms	4
Bathrooms	2.5	Residential Sqft	2744
Last Sale Date	null		

Location & Ownership

Acres 5.04 **Section** 33
Township 5N **Range** 1E
Zoning RUT
Legal
 LOT 5 BLK 1
 BEACON LIGHT EST NO 2
 #95059403

Taxes & Assessment

Land Assessed Value	\$145,000	Imp Assessed Value	\$168,900
Total Assessed Value	\$313,900	Net Assessed Value	\$241,000
Tax Year	2002	Total Taxes	\$2,965

Description 1 **Amount 1** **Description 2** **Amount 2**
 NO DATA FOUND
Description **Acres** **Value**
 NO DATA FOUND

Transfer Information

Bank Mailing Address
 NO DATA FOUND

Residential

Property Type	REAL PROPERTY	Num Dwellings	1
Market Grade	VERY GOOD	Year Built	1980
Design	SINGLE LEVEL	Heat	Y
Air Conditioning	Y	Roof Type	GOOD
Num Bedrooms	4	Num Kitchens	1
Num Baths	2.5	Fireplaces	1
Patio Sqft	312	Patio Cover	N
Deck Cover	N		

Description	Finished Sqft	Unfinished Sqft	Floor Type	Shape Factor
Ground Floor:	2744	0	WAINSCOAT	AVERAGE

Description	Car Storage 1	Car Storage 2
Type:	Attached	None
Square Feet:	816	
Class:	4	4

Commercial

STEWART TITLE

GUARANTY COMPANY

OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A--if that land is a one-to-four family residential lot or condominium unit. Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- EXCLUSIONS on page 2
- EXCEPTIONS in Schedule B
- CONDITIONS on pages 2 and 5.

We insure you against actual loss resulting from:

- any title risks covered by this Policy--up to the policy Amount and
- any costs, attorneys' fees and expenses we have to pay under this Policy.

COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
 - a mortgage or deed of trust
 - a judgment, tax, or special assessment
 - a charge by a homeowner's or condominium association.
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date--unless you agreed to pay for the labor and material.
9. Others have rights arising out of leases, contracts, or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
12. You are forced to remove your existing structure--other than a boundary wall or fence--because:
 - it extends on to adjoining land or on to any easement
 - it violates a restriction shown in Schedule B
 - it violates an existing zoning law.
13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances.

COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This policy is not complete without Schedules A and B.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

STEWART TITLE
GUARANTY COMPANY



Malcolm S. Morris
President

Stewart Jones Jr.
Chairman of the Board

Countersigned:

Stewart Title
Authorized Countersignature

Company

Boise, Idaho
City, State

ALTA EXPANDED OWNER'S POLICY

SCHEDULE A

Order Number: 03026696

Policy No.: O-9917-383285

Date of Policy: October 27, 2003 @ 4:07 PM

Amount of Insurance: \$ 390,000.00

Premium: \$ 904.00

1. Name of Insured:

G. GREGORY HALL AND SANDRA L. HALL

2. Your interest in the land covered by this policy is:

FEE SIMPLE

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

LOT 5 IN BLOCK 1 OF BEACON LIGHT ESTATES NO. 2 SUBDIVISION, ACCORDING
TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 42 OF PLATS AT PAGES 3423
AND 3424, RECORDS OF ADA COUNTY, IDAHO.

ALTA EXPANDED OWNER'S POLICY

SCHEDULE B EXCEPTIONS

Order Number: 03026696

Policy No.: O-9917-383285

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

3. GENERAL TAXES FOR THE YEAR 2003, A LIEN NOT YET DUE AND PAYABLE.

NOTE: GENERAL TAXES FOR THE YEAR 2002;
ORIGINAL AMOUNT : \$2965.06 PAID
HOMEOWNER'S EXEMPTION : NO
CODE AREA : 67
TAX PARCEL NUMBER : R0850410010

4. GENERAL TAXES WHICH MAY BE ASSESSED AND EXTENDED ON ANY "SUBSEQUENT" OR "OCCUPANCY" TAX ROLL FOR THE CURRENT TAX YEAR AND PREVIOUS TAX YEARS WITH RESPECT TO IMPROVEMENTS COMPLETED DURING CURRENT AND PREVIOUS YEARS WHICH MAY ESCAPE ASSESSMENT OF THE REGULAR TAX ROLL; WHICH ARE A LIEN NOT YET DUE OR PAYABLE.

5. WATER RIGHTS, CLAIMS OR TITLE TO WATER.

6. UNPATENTED MINING CLAIMS; RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.

7. SEWER CHARGES AND SPECIAL ASSESSMENTS POWERS OF THE CITY OF EAGLE. WHICH ARE PAID CURRENT.

8. LIENS AND ASSESSMENTS OF THE EAGLE SEWER AND WATER DISTRICT, AND THE RIGHTS, POWERS AND EASEMENTS OF SAID DISTRICT AS BY LAW PROVIDED. WHICH ARE PAID CURRENT.

9. AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF;

IN FAVOR OF : IDAHO POWER CO.
PURPOSE : POWER LINES
RECORDED : IN BOOK 21 OF MISCELLANEOUS RECORDS AT PAGE 64
RECORDS OF ADA COUNTY, IDAHO

10. RIGHTS-OF-WAY FOR DITCHES, TUNNELS AND TELEPHONE AND TRANSMISSION LINES CONSTRUCTED BY AUTHORITY OF THE UNITED STATES AS GRANTED TO THE UNITED STATES UNDER PROVISION OF SECTION 58-604, IDAHO CODE 1947.

Continued on next page

Continuation of Schedule B - ALTA Owner's Policy
Policy Number: O-9917-383285

11. EASEMENTS, RESERVATIONS, RESTRICTIONS AND DEDICATIONS, IF ANY, AS SHOWN ON THE OFFICIAL PLAT OF SAID SUBDIVISION.
12. DITCH, ROAD AND PUBLIC UTILITY EASEMENTS AS THE SAME MAY EXIST OVER SAID PREMISES.
13. TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS PROVIDED IN THE COVENANTS, CONDITIONS OR RESTRICTIONS, RECORDED : JUNE 24, 1977 AS INSTRUMENT NO. 7728697
RECORDS OF ADA COUNTY

BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.
14. THE EFFECT OF AN AGREEMENT GRANTING AND VACATING PRIOR RIGHT OF WAY RECORDED AUGUST 3, 1973, AS INSTRUMENT NO. 856010, RECORDS OF ADA COUNTY, IDAHO.
15. RIGHT OF WAY FOR THE CAPITAL VIEW CANAL.
16. A DEED OF TRUST
AMOUNT : \$240,000.00
DATED : OCTOBER 24, 2003
TRUSTOR : G. GREGORY HALL AND SANDRA L. HALL,
HUSBAND AND WIFE
TRUSTEE : STEWART TITLE
BENEFICIARY : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
RECORDED : OCTOBER 27, 2003 AS INSTRUMENT NO. 103182174,
RECORDS OF ADA COUNTY, IDAHO

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: A63-09876
Date Received: 9/07/1989
Receipt No: 6011081
Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: THOMAS GEORGE JOHNSON 208-939-8689
Address: 3533 HOLL DR.
EAGLE, ID 83616

2. Date of Priority: NOV 25, 1981

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	01E	33	NW	NE	SE		ADA

5. Description of diverting works:
WELL, 250' DEEP, 8" CASING, 5 HP PUMP, TO HOME AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.070		
DOMESTIC	01/01	12/31	0.030		

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

8. Total consumptive use is 17.5 Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
05N	01E	33	NE	SE		IRR	5.0
			NE	SE		DOMEST	

Section Acres 5.0

A63-09876

Page 1

Date: 09/07/89

MICROFILMED
AUG 24 1992

10. Place of Use: Continued

Total Acres 5.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
NONE

14. Remarks:
P/D & P/U LOT NO. 5. BLK. NO. 1, BEACON LIGHT EST. NO. 2

15. Basis of Claim: PERMIT

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

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): Thomas J. Olson Date: 9-7-89
_____ Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 7TH day
of SEPTEMBER 19 89

Jeff Peppersack
Notary Public

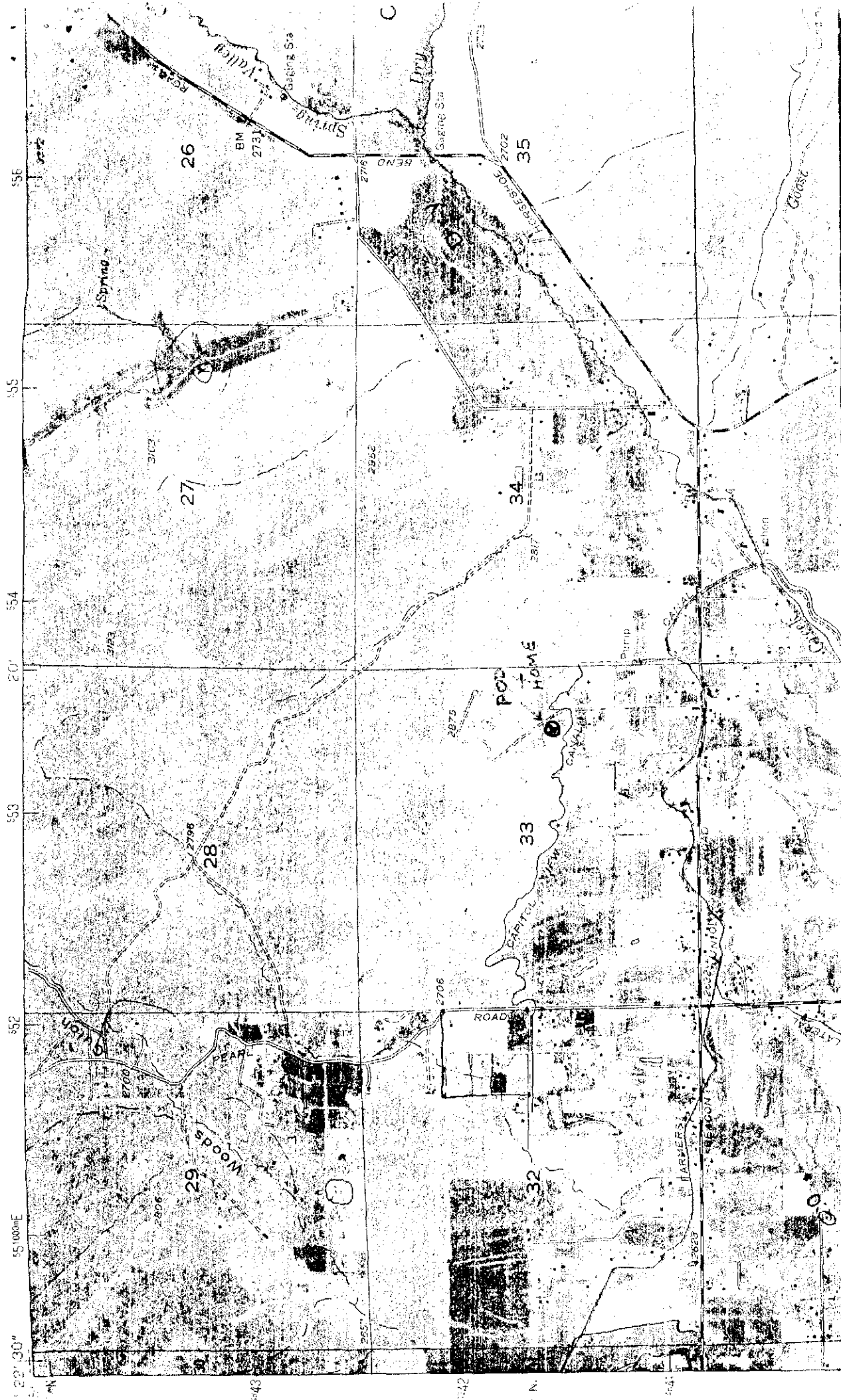
Seal

Residing at _____

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

GEOLOGICAL SURVEY



10/21/2005

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

RIGHT NUMBER: 63-9876
NAME AND ADDRESS: GREGORY HALL
3533 N HOLL DR
EAGLE ID 83616

SANDRA L. HALL
3533 N HOLL DR
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.100 CFS
18.600 AFY

PRIORITY DATE: 11/25/1981

POINT OF DIVERSION:

T05N R01E S33 NESE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.030 CFS 0.60 AFY
IRRIGATION	04/01 11/01	0.070 CFS 18.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Domestic use is for 1 home.

PLACE OF USE: IRRIGATION Within ADA County

T05N R01E S33 NESE 4.0

DOMESTIC Within ADA County

T05N R01E S33 NESE

4 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 - License

PROPERTY IS ALSO KNOWN AS LOT 5, BLK 1, BEACON LIGHT ESTATES
NO. 2.

Water Right 63-9876



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

October 21, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Gregory and Sandra Hall
3533 N. Holl Dr.
Eagle, ID 83616

Re: Notice of Claim to a Water Right No. 63-9876

Dear Claimant(s):

Enclosed is a copy of the above referenced claim(s), which reflect the change in ownership of the land and appurtenant water rights, covered under the original filing.

Please note that the enclosed Notice of Claim to a Water Right is not a final determination of your water right. This claim was filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 26, 2005

GREGORY HALL
3533 N. HOLL DR.
EAGLE ID 83616

RE: NOTICE OF CLAIM NO(S): A63-9876

Dear Claimant(s):

We are currently preparing the Notice(s) of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Our research indicates there may have been a change in the ownership for the above claim(s). IDWR records currently show the following name and address as the owner of the claim(s) listed above:

**THOMAS JOHNSON
3533 HOLL DR.
EAGLE ID 83616**

If our current records, as listed above, are not correct please complete the enclosed Change in Ownership form, as appropriate, to correct our records.

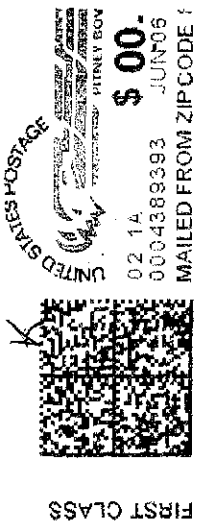
If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address shown above. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact IDWR at (208) 334-2190.

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region

LH:l
Enclosures

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

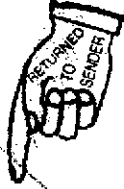


5N1E

RECEIVED

JUN 21 2005

WATER RESOURCES
WESTERN REGION



UNDELIVERABLE
ADDRESS
NO FORWARDING
ORDER ON FILE

THOMAS S. JOHNSON
3533 HALL DR
EAGLE ID

Lots of Thomas / Tom Johnson's

*Gregory Hall
3533 N. Hall Dr
Eagle 83616*

63-9876

ADDRESS SERVICE
REQUESTED

*Address
for
Holt
Lumber*

12/22/2003

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

RIGHT NUMBER: 63-9876

NAME AND ADDRESS: THOMAS G JOHNSON
3533 HOLL DR
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.100 CFS
18.600 AFY

PRIORITY DATE: 11/25/1981

POINT OF DIVERSION:

T05N R01E S33 NESE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.030 CFS 0.60 AFY
IRRIGATION	04/01 11/01	0.070 CFS 18.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Domestic use is for 1 home.

PLACE OF USE: DOMESTIC Within ADA County

T05N R01E S33 NESE

IRRIGATION Within ADA County

T05N R01E S33 NESE 4.0

4 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: License

PROPERTY IS ALSO KNOWN AS LOT 5, BLK 1, BEACON LIGHT ESTATES NO. 2.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-9876 V1

WATER RIGHT NUMBER: 63-9876 V1

Owner Type Name and Address
 Current Owner THOMAS G JOHNSON
 3533 HOLL DR
 EAGLE, ID 83616
 (208)939-8689

Priority Date: 11/25/1981

Basis: License

Status: Active

Source Tributary
 GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.030 CFS	0.60 AF
IRRIGATION	04/01 to 11/01	0.070 CFS	18.00 AF
	<u>Total Diversion:</u>	0.100 CFS	18.60 AF

Location of Point(s) of Diversion

GROUND WATER NE1/4SE1/4 Sec. 33, Twp 05N, Rge 01E, B.M.
 ADA County

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	01E	33													X				

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	01E	33													4.0				4.0

Total Acres: 4

Conditions of Approval:

1. C18 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.
2. X01 Domestic use is for 1 home.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-9876 V1

Remarks:

1. Explanatory PROPERTY IS ALSO KNOWN AS LOT 5, BLK 1, BEACON LIGHT ESTATES NO. 2.
2. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Comments:

1. kbrown 12/22/2003 Parcel Number
Comment: Parcel #R0850410010.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

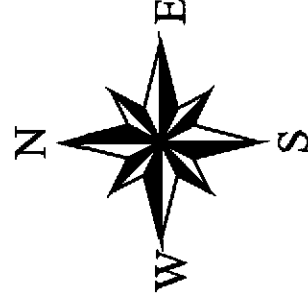
Idaho Department of Water Resources

**T05N, R01E,
S33**

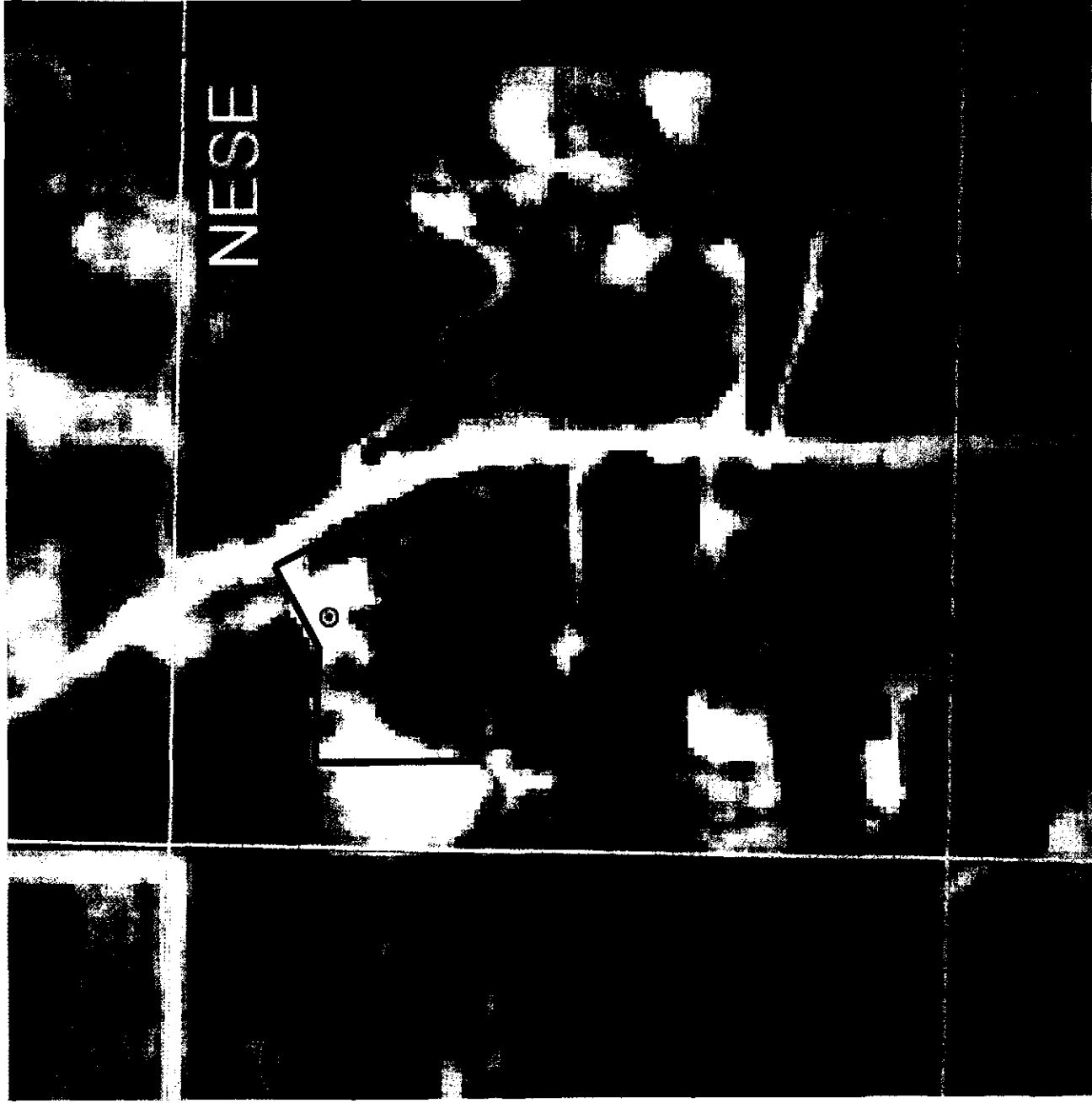
Claim No: 63-09876
Prepared By: Kimberly Brown
Date: December 22, 2003

⊙ Point of Diversion
□ Place of Use
□ Section Lines
1/4 1/4

Acres Irrigated = 4.0



1987 NAPP



0 0.08 0.16 0.24 0.32 Miles

Idaho Department of Water Resources

T05N, R01E,
S33

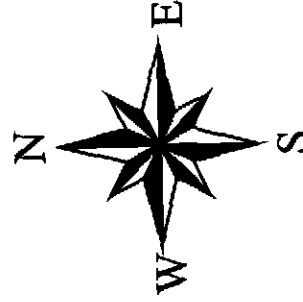
Claim No: 63-09876
Prepared By: Kimberly Brown
Date: December 22, 2003

⑥ Point of Diversion

Place of Use

Section Lines

1/4 1/4



1987 NAPP



0.32 Miles

0.24

0.16

0.08

0

Idaho Department of Water Resources

**T05N, R01E,
S33**

Claim No: 63-09876
Prepared By: Kimberly Brown
Date: December 22, 2003

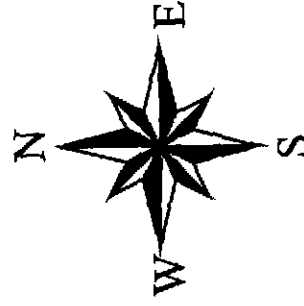
Point of Diversion

Place of Use

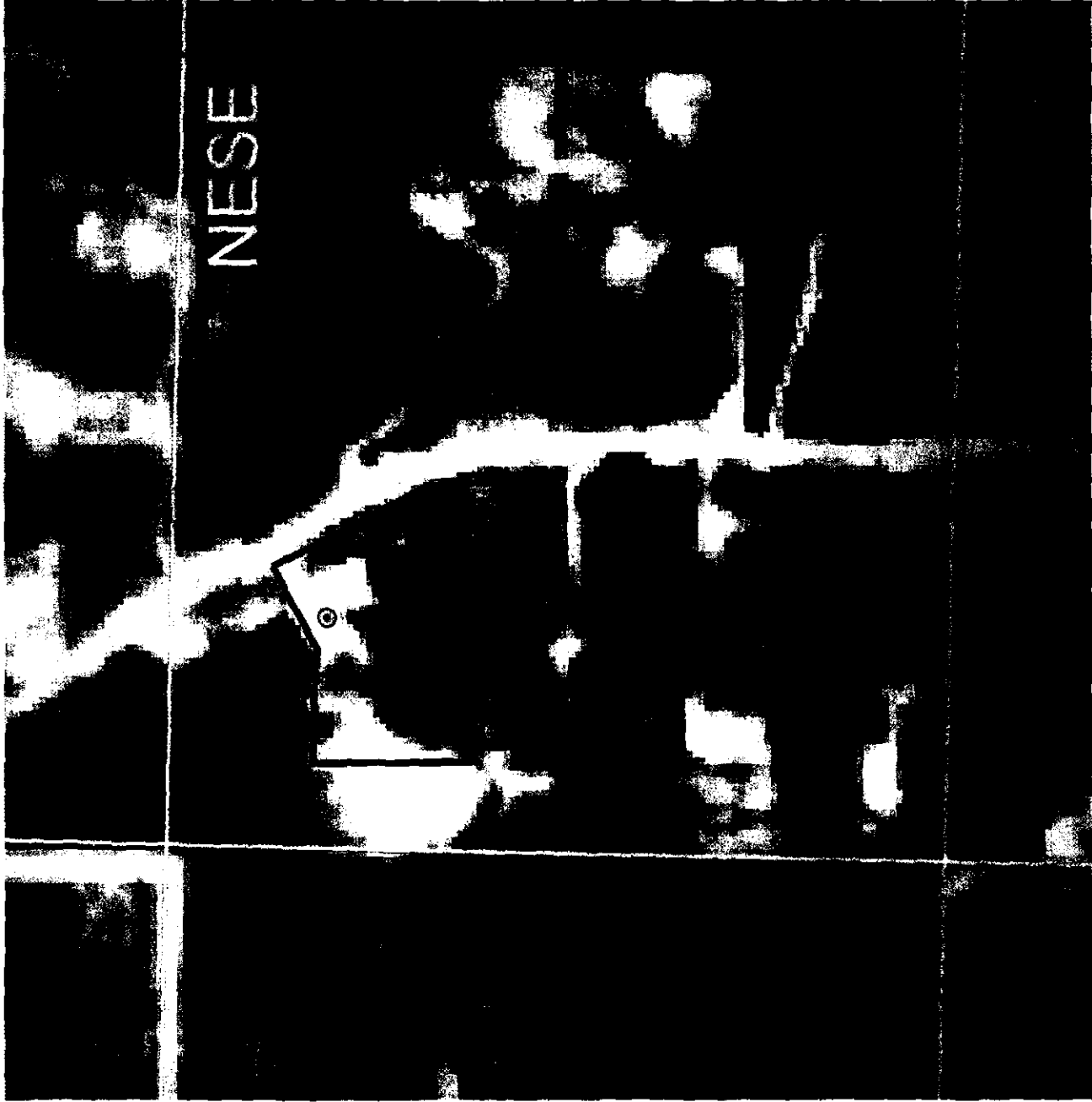
Section Lines

1/4 1/4

©



1987 NAPP



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9876

WATER RIGHT NUMBER: 63-9876 ✓

Owner TypeName and Address~~Current~~ Owner

THOMAS G JOHNSON
3533 HOLL DR
EAGLE, ID 83616
(208)939-8689

Priority Date: 11/25/1981 ✓

Basis: ~~Permit~~ License

Status: Active

Source

GROUND WATER ✓

TributaryCurrent Owners

Kim R. Taylor
Jack S. Taylor
994 Tyner Way
Incline Village, NV
98451-8515

Beneficial Use

DOMESTIC ✓

IRRIGATION ✓

From To

1/01 to 12/31 ✓

4/01 to 11/01 ✓

Diversion Rate

0.030 CFS ✓

0.070 CFS ✓

Total Diversion:

0.100 CFS ✓

Annual Volume

0.6 AF

18.0 AF

18.6 AF

Location of Point(s) of Diversion

GROUND WATER

ADA County ✓

(NW1/4)NE1/4SE1/4 ✓

Sec. 33, Twp 05N, Rge 01E, B.M. ✓

Remove QQQ portion.

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
05N	01E	33	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
															X				✓

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
05N	01E	33	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
															✓				4.0

Total Acres: 5
4.0

ADD S04 - Season of use is 3/1 to 11/15.

Conditions of Approval:

ADD X01 - Domestic use is for 1 home.

Remarks:

ADD J01 - Place of use known as lot 5, Blk. 1,
Beacon light Estates No. 2.

Parcel # R0850410010.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9876

1. General P/D & P/U LOT NO. 5. BLK. NO. 1, BEACON LIGHT EST. NO. 2

Comments:

Dates and Other Information:

Claim Received Date: 9/7/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

(in office)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid \$55.⁰⁰ (should be \$54.⁰⁰)
- ☐ Well logs (if needed)
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-09876Owner: Thomas G. Johnson Phone No. (208) 939-8689Current Address: 3533 Holl Dr. Eagle 83616

2002 Ada Co.

Tax lot info.

- ☐ No change NAME IS THE SAME
- ☒ NEW OWNER Kim R. & Jack S. Taylor
- ☐ No change Address
- ☒ NEW ADDRESS 994 Tyner Way, Incline Village, NV
- ☐ How long owned property? 98451-8515

Accompanied by: N/A**PRIORITY DATE**

- ☒ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: _____

(If priority date, based on your exam, seems questionable, explain below.)

Source: _____ Tributary to _____

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: _____

POINT OF DIVERSION

- ☐ No change
- ☒ POD found is different than claimed: NW NESE changed to NESE (removed
- ☐ If different, when did POD change? QQQ)

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID

Description of diverting works

See attached Field Report.**OVERLAP REVIEW**

Other water rights with the same point of diversion: _____

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain: _____

WATER USESSeason of use is 3/1 to 11/15.☒ No change☐ Different Uses

Use Domestic From _____ To _____ Amount _____ CFS 0.6 AFA _____

Use Irrigation From 3/1 To 11/15 Amount _____ CFS 18.0 AFA (licensed)

Use _____ From _____ To _____ Amount _____ CFS _____ AFA _____

TOTAL VOLUME – Groundwater only

- ☐ Incomplete on claim, the total is, Amount _____ CFS 18.6 AFA (licensed)
- ☐ Changes found, the new total is, Amount _____ CFS _____ AFA _____
- ☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)

NON-IRRIGATION USES:☒ No change☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:☐ No Change☒ Changes shown below:

Claimant claimed 5 acres of irrigation;
4 acres were licensed.

Place of Use			NE				NW				SW				SE				Totals
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	4
															4				

Overlap with other water rights: _____

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:

Delivery System Narrative: Refer to Field Report.

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size

FLOW MEASUREMENTS: N/A

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS (OVER)

Season of use is 3/1 to 11/15.

Domestic use is for 1 home.

Place of use also known as Lot 5, Blk. 1,
Beacon Light Estates #2.

Parcel # R0850410010.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☐ Photographs of POD's and POU
- ☐ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 12-22-03 (in office)

FIELD EXAMINER: Kimberly Brown

SD-1603-3

Idaho Department Of Water Resources
Detail Receipt Summary Screen

Date: 12/19/03
Time: 13:49:25

Rec/No - C011081 AR/No -
From: - JOHNSON, TOM

Receipt Type - CK Doc/No - 1303
Remarks -

MOST CURRENT RECEIPT

Receipt Date: 09/07/1989

Type Of Payment	Fund	FD	PCA	Obj	Subsid	Fee
ADJUDICATION FEE	9337		410162	6490		55.00

Total Due - 55.00

WR/No	WR Fee	WR/No	WR Fee	WR/No	WR Fee
A6309876	55.00				

(Enter=Continue)

(GOLD7=Selection Screen)

(GOLD8=Cancel)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

603-9876

*Matching
(several)*

POSTED
FIRST CLASS

MAY 3 10 2
ID

Not at address

RETURN TO
REMITTANT
FORWARDING ORDER EXPIRED

THOMAS G. JOHNSON
3533 HOLLY DR
EAGLE

7110094
PB METER
U.S. POSTAGE
30255

RECEIVED

JUN 07 2002

WATER RESOURCES
WESTERN REGION

12-19-03

2002 Fda County Tax lot information shows current
owners of property located at 3533 Holl Dr. :

Kim R. Taylor
Opale S. Taylor
304 Tyner Way
Incline Village, NV

98451-8515

-KUB

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE
WATER RIGHT NO. 63-09876

Priority: November 25, 1981 Maximum Diversion Rate: 0.10 CFS
Maximum Diversion Volume: 1 18.6 AF

This is to certify, that THOMAS GEORGE JOHNSON
3533 HOLL DR.

EAGLE, ID 83616 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated November 25, 1981; and
has submitted Proof of Beneficial Use on April 19, 1983. An examination indicates
that the works have a diversion capacity of .110 cfs of water from a **GROUNDWATER**
source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 11/01	0.07 CFS	18.0 AF
DOMESTIC	01/01 to 12/31	0.03 CFS	0.6 AF
	Totals	0.10 CFS	18.6 AF

LOCATION OF POINT(S) OF DIVERSION: NESE , Sec. 33, Township 05N, Range 01E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
05N 01E 33	NESE 4			4

Total number of acres irrigated: 4

PLACE OF USE: DOMESTIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to reflect cropping patterns or acceptable standards of water delivery efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Domestic use is for 1 home.

MICROFILMED

NOV 20 1989

WATER RIGHT LICENSE
WATER RIGHT NO. 63-09876

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 24th
day of OCTOBER, 1989.

Attest for

R. Keith Higginson
R. Keith Higginson, Director

MICROFILMED

NOV 20 1989

MICROFILMED

Approved by _____

Checked by

Examiner's Signature

Date _____

Date _____

Date _____

☐ Other
☒ None

☐ Add P.U. as reflected above☐ Change P.U. as reflected above

☐ Change P.D., as reflected above

Recommended Amendments:

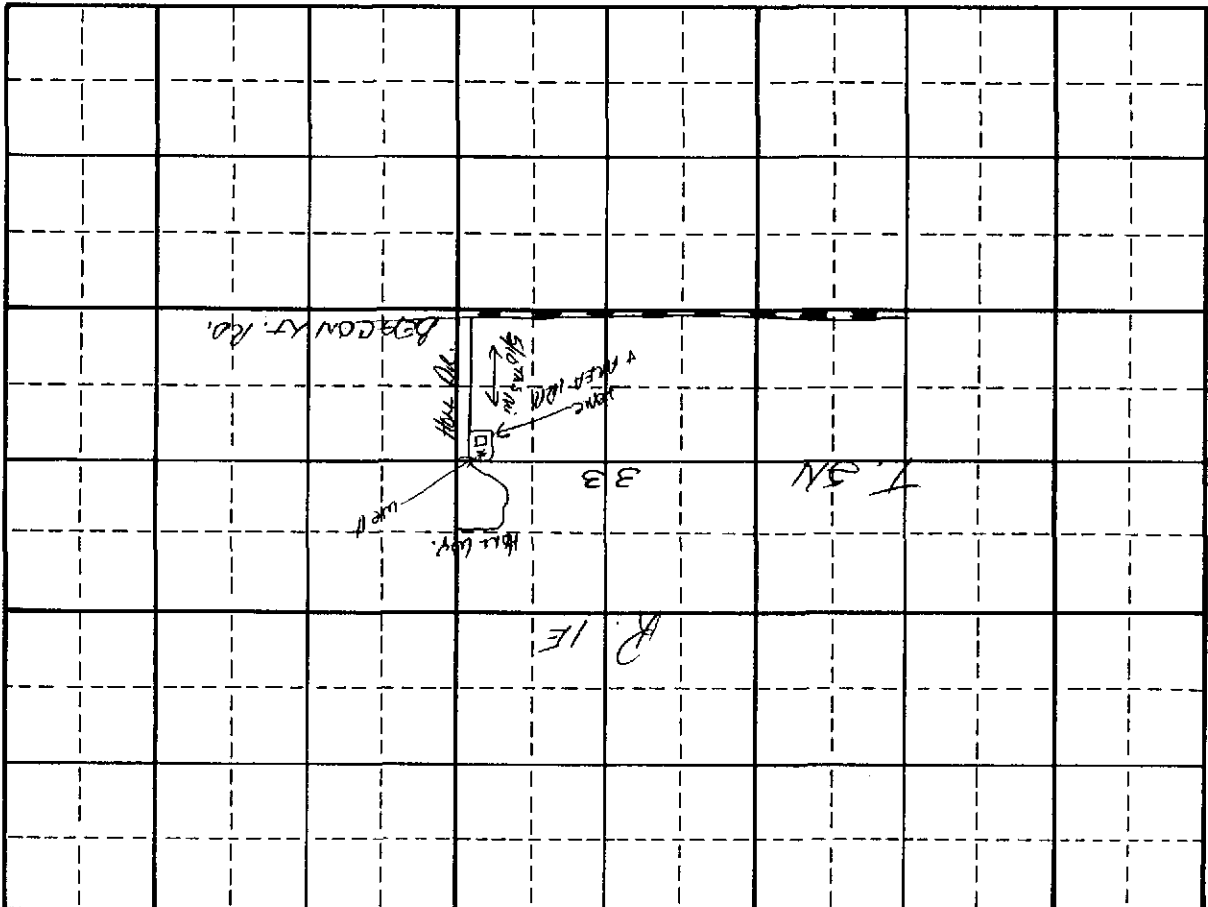
[illegible]

Place(s) of Use

Point(s) of diversion: $NESE, S, 33, T, 5N, R, 1E,$

(Include distance from pump to measuring device, if applicable.)

SCHEMATIC DIAGRAM OF SYSTEM



MAP (Attach Aerial Photo)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT **APPROVED**

To appropriate the public waters of the State of Idaho

1. Name of applicant THOMAS GEORGE JOHNSON Phone 939-8689
Post office address 3533 Holl Dr. Eagle Idaho 83616
2. Source of water supply GROUND WATER which is a tributary of _____
3. Location of point of diversion is NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33 Township 5N
Range 1E B.M. ADA County, ~~additional~~ points of diversion if any: _____
BEACON LIGHT Estates #2 Lot No. 5. Block No. 1

4. Water will be used for the following purposes:

Amount .03 for domestic purposes from JAN. 1 to DEC. 31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount .07 for irrigation purposes from April 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

- a. 0.10 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

- a. Description of ditches, flumes, pumps, headgates, etc. 5 hp. Submersible pump.

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

- c. Proposed well diameter is 8 inches; proposed depth of well is 250 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 years (minimum 1 year - maximum 5 years). (well is in)

8. Description of proposed uses:

- a. If water is not for irrigation:

(1) Give the place of use of water: NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33 Township 5N

Range 1E B.M.

- (2) Amount of power to be generated: _____ horsepower under _____ feet of head.

- (3) List number of each kind of livestock to be watered _____

- (4) Name of municipality to be served _____, or number of families to be supplied with domestic water 1.

- (5) If water is to be used for other purposes describe: _____

MICROFILMED

[illegible]

50000

None

Thomas G. Johnson

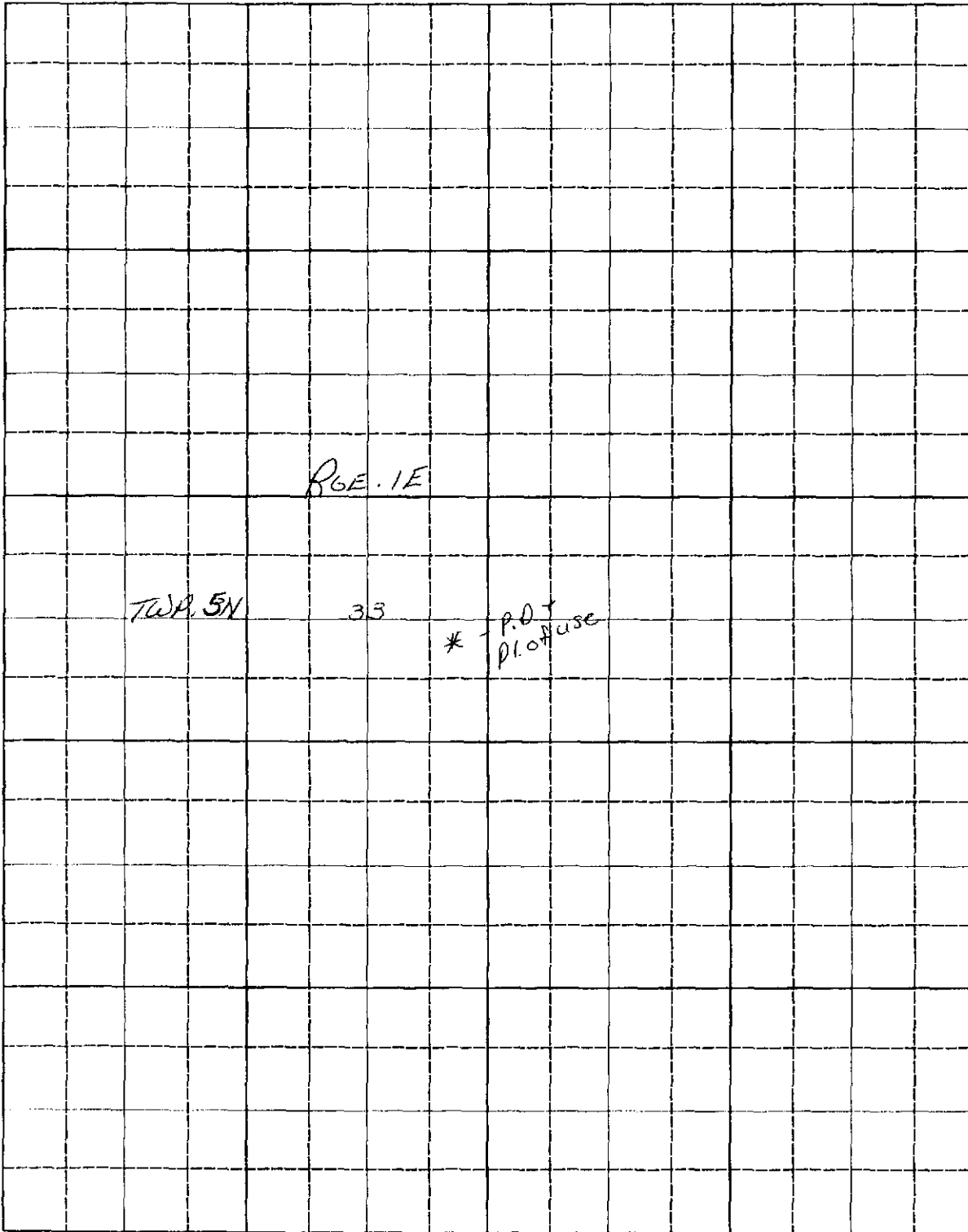
Thomas G. Johnson

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the

applicant to make this filing

10. Remarks Beacon Lights Estates is situated in the E $\frac{1}{2}$, NE $\frac{1}{4}$, and E $\frac{1}{2}$, SE $\frac{1}{4}$, Section 33 Township 5 North, Range 1 East Boise Meridian. The piece of ground that I am apply for water rights is Lot 5 in Block 1 of Beacon Light Estates No. 2.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Thomas D. Hanson
(Applicant)

Received by [Signature] Date 11-25-81 Time 8:30
 Preliminary check by JC Fee \$ 30.00
 Received by JC Date 11/21/82 # 21888
 Publication prepared by [Signature] Date 2/25/82
 Published in Idaho Statesman
 Publication dates 3/4 # 3/11/82
 Publication approved JP Date 3/12/82
 Protests filed by: [Signature]
 Copies of protests forwarded by _____
 Hearing held by _____ Date _____
 Recommended for (approval) denial by DBS [Signature]

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-9876, and said application is hereby APPROVED

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before

May 1, 19 83.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. Other: Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.

Witness my hand this 8th day of April, 1982.

Chief, Operations Bureau

J. Allen Saylor