



Property Details for Parcel R0054001453 and Year 2005

[Back to Parcel Search](#)

Parcel: R0054001453
 Year: 2005
 Zone Code: R-E
 Total Acres: 5.027
 Tax Code Area: 05-9
 Property Description:
 LOT 7
 ACADEMY PLACE
 #1450-S



Address: 1380 W RUSH RD EAGLE , ID 83616
 Subdivision: ACADEMY PLACE
 Land Group Type: SUB
 Township/Range/Section: 4N1E06

Valuation Details

Role	SCC	Acreage	Assessed Value	Valuation Method	Code Area
Primary	200	5.027	\$165,000	MARKET	05-9
Primary	410	0.0	\$110,100	COST	05-9

Valuation History

Year	Value
2005	\$275,100
2004	\$228,000
2003	\$226,500
2002	\$162,600
2001	\$162,600
2000	\$143,900

Tax Districts

Tax District	Levy	Description	Phone
1	0.002834671	ADA COUNTY	208-287-7000
3	0.000120598	EMERGENCY MEDICAL	208-287-2962
6	0.001010326	ADA COUNTY HIGHWAY DIST	208-387-6120
8	0.006553372	SCHOOL DISTRICT NO. 2	208-855-4500
15	0.001008173	EAGLE CITY	208-939-6813
19	0.000009015	DRY CREEK CEMETERY	208-853-1940
27	0.001081546	EAGLE FIRE	208-939-6463
43	0.000029309	MOSQUITO ABATEMENT	208-362-1440

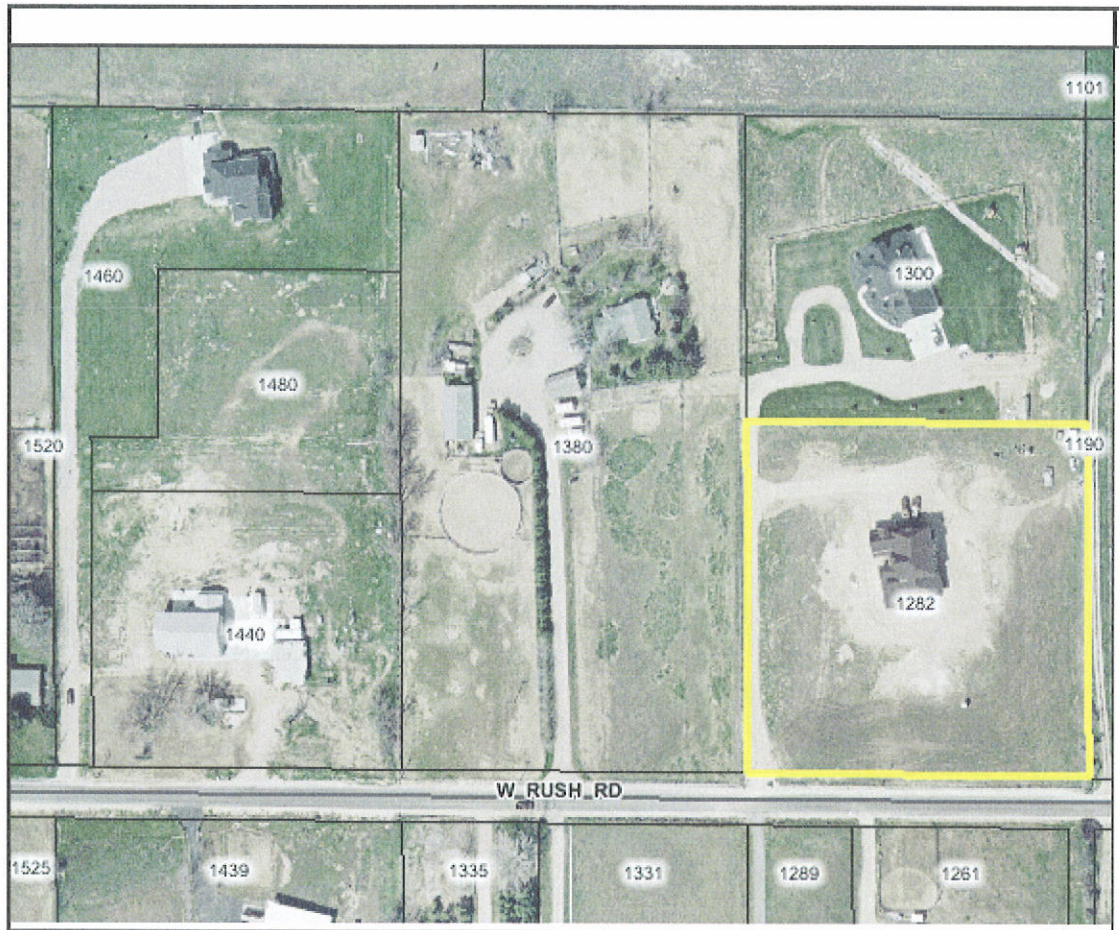
Total Levy: 0.012647009999999998

Characteristics

[Land](#)

[Residential](#)

Lot 8



THIS MAP NOT INTENDED FOR NAVIGATIONAL USE

Idaho Department of Water Resources

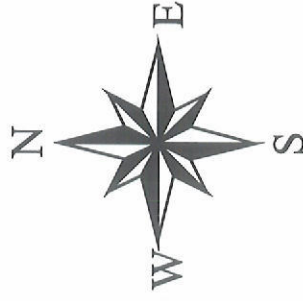
T04N, R01E,
S5

Claim No: 63-17840
Prepared By: Kimberly Brown
Date: January 20, 2004



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

Irrigated Acres = 8.0



0 0.1 0.2 0.3 0.4 Miles

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 63-17840
Date Received: 8/22/1989
Receipt No: W004834
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

KATHERINE E TASSANO Phone: (208) 634-7435

PO BOX 1658
MC CALL ID USA 83638

NEIL L TASSANO Phone: (208) 634-7435

PO BOX 1658
MC CALL ID USA 83638

2. Date of Priority: 03/15/1937

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	01E	5	SW NW	ADA	

5. Description of diverting works:

WELL AND PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.16	

7. Total Quantity Appropriated is:
0.16 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
04N	01E	5	SW	NW	IRRIGATION	8
					Section Acres	8
					Total Acres	8

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 IN LOT 7, ACADEMY PLACE SUBDIVISION.
P/U IN LOTS 7 & 8, ACADEMY PLACE SUBDIVISION.

CHANGE OF OWNERSHIP LG 11/1/05

15. Basis of Claim: Beneficial Use

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

RECEIVED
 JUL 15 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
63-17840					

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) David B. Ellis
4. New Owner/Claimant(s) Cardyn E. Ellis
- Name Connector (Check one): [] and, [] or, ☒ and/or
- New Mailing Address Neil and Katherine Tassano
- City, State and ZIP Code P.O. Box 1658
- New Telephone Number McCall, Id. 83638
5. Date you acquired the property 208 634-6960
- 6-2-2005

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 <u>63-17840</u>		
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) Katherine Tassano
(include title if applicable) _____

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 KUB Date 7/18/05 Fee 0
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

RECEIVED

JUL 20 2005

WATER RESOURCES
WESTERN REGION

10/12



Order No.: A0539911

WARRANTY DEED

FOR VALUE RECEIVED,

DAVID B. ELLIS and CAROLYN E. ELLIS, husband and wife the Grantors, do hereby grant, bargain sell and convey unto PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #63, LLC, an Idaho limited liability company AND NEIL TASSANO and KATHERINE TASSANO, husband and wife tenants in common whose current address is P.O. Box 1658 McCALL, Id the Grantees, the following described premises, in Ada County, Idaho, TO WIT:

Lot 7 of ACADEMY PLACE, according to the official plat thereof, filed in Book 4 of Plats at Page(s) 155, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantees; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantors will warrant and defend the same from all lawful claims whatsoever.

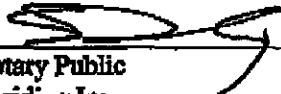
Dated:

David B. Ellis
DAVID B. ELLIS

Carolyn E. Ellis
CAROLYN E. ELLIS

State of Idaho)
County of Ada)

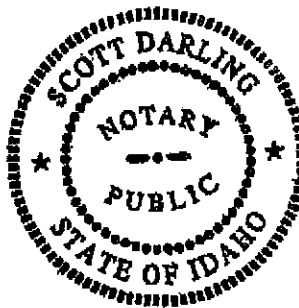
On this 1st ^{June} of May, 2005, before me, the undersigned, a notary public personally appeared, David B. Ellis and Carolyn E. Ellis, known to me or proven to me on the basis of satisfactory evidence to be the person (s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



Notary Public

Residing In: _____

Expires: SCOTT DARLING
ESCROW OFFICER
RESIDING: EAGLE, ID
COMMISSION EXPIRES: 11-28-07





RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

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# 2005186DATE 4/25/05**1. REAL ESTATE OFFICES:**

LISTING AGENCY For Sale By Owner Office Phone # _____
 Office Fax # _____ E-Mail _____ Other Phone # _____
 Listing Agent David Ellis E-Mail _____ Phone # 939-7204
SELLING AGENCY Coldwell Banker Johnson Co. Office Phone # 634-8500
 Office Fax # 634-7616 E-Mail _____ Other Phone # 800-846-0056
 Selling Agent Kathy Tassano E-Mail _____ Phone # 634-6960/319-0056

2. BUYER: Neil & Katherine Tassano

(Hereinafter called "BUYER") agrees to purchase and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "Property."

3. PROPERTY ADDRESS AND LEGAL DESCRIPTION: COMMONLY KNOWN AS 1380 Rush Road
 City Eagle, Ada County, ID, Zip 83616 legally
 described as: Lot 7 of Academy Place #1450-S #8843062

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

4. PRICE/TERMS: Total Purchase Price is Five Hundred and Thirty Thousand Dollars \$ 530,000
 a) \$ 10,000 cash down payment, including Earnest Money deposit.
 b) \$ 520,000 Balance of the purchase price to be paid as follows:

☒ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

5. EARNEST MONEY: BUYER hereby deposits 10,000.00 DOLLARS as Earnest Money evidenced by:
☐ cash ☒ personal check ☐ cashier's check ☐ note (date due): _____ ☐ other _____ and a receipt is
 hereby acknowledged. Earnest Money to be deposited in a trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐
 Selling Broker ☒ other Title One for the benefit of the parties hereto.
 The responsible Broker shall be Craig Johnson

6. "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.

7. 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 electronic transmitted signatures by signing an original document.

8. 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.

9. 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 be affected or impaired thereby.

10. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agree signature of two identical copies of the same agreement. Each identical copy of an agreement original, and all identical copies shall together constitute one and the same instrument.

Left a message on answering machine re: need of Warranty Deed. gave fax # & address.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 4.

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BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 1 of 4 PAGES

BUYER'S Initials (NT) Date 4/25/05 SELLER'S Initials (KT) Date 4-25-05

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DATE: 4/25/05

11. INCLUDED ITEMS:

- (a) 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, all water systems, wells, spring water that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
- (b) Irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
- (c) Other items specifically included in this sale: None
- (d) Items specifically excluded in this sale: As described/outlined in Addendum # 1, which will be submitted by Seller prior to the release of contingencies and to be approved by both Buyer & Seller.

12. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of conditions outlined in the attached addendum # 1, 2 & D above (Addendum must accompany original offer).

BUYER will have until May 10, 2005 to satisfy or waive all conditions and/or contingencies.

13. TITLE COMPANY/CLOSING AGENCY: a) The parties agree that Title One Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be Title One-Scott Darling or assigns located at River Street-Boise. The Closing Agency's fee to be paid by: ☐ BUYER ☐ SELLER ☒ SHARED EQUALLY.

14. TITLE INSURANCE: ☐ BUYER ☒ SELLER to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by ☐ BUYER ☒ SELLER ☒ NA. Title Company to provide all parties to this Agreement with a preliminary Title Report on or before May 20, 2005. BUYER shall have 5 business days to object in writing to the condition of the title as set forth in the report. In the event BUYER makes written objection to the title, SELLER shall have a reasonable time, not to exceed 5 business day(s), to cure any defects of title or provide affirmative Title Insurance coverage. In the event that SELLER refuses to cure defects of title, BUYER may elect, as its sole remedy, to either terminate this Agreement or cure the defects at BUYER's expense, or proceed to closing, taking title subject to such defects. If BUYER does not so object, BUYER shall be deemed to have accepted the condition of the title. In the event BUYER elects to terminate the Agreement due to unsatisfactory title conditions, BUYER shall be entitled to the return of all refundable deposits made by BUYER but that such return of deposits shall not constitute a waiver of other remedies available to BUYER. The Title Company shall deliver the final Title Insurance policy to BUYER as soon as possible after closing.

15. ESCROW/COLLECTION: If a long-term escrow/collection is involved, then the escrow/collection holder shall be Title One-Scott Darling. Each party agrees to pay one-half of escrow/collection fees and escrow setup fees.

16. CLOSING DATE: On or before the closing date, BUYER and SELLER shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than June 30, 2005. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to SELLER.

17. POSSESSION/PRORATION: BUYER shall be entitled to possession ☒ UPON CLOSING or ☐ DATE TIME ☐ AM ☐ PM. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or Any tenant deposits held by SELLER shall be credited to BUYER at closing.

18. 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, 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, 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, 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.

DATE: **4/25/05**

19. 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.

20. 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 moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

21. TITLE CONVEYANCE: Title of SELLER is to be conveyed by ☒ warranty deed ☐ special warranty deed or ☐ _____ deed, and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by BUYER.

22. RISK OF LOSS: Should the Property be materially damaged by fire or other cause prior to closing, unless BUYER has taken possession prior to closing by Agreement, this Agreement shall be voidable at the option of BUYER.

23. CONDITION OF PROPERTY AT CLOSING: BUYER agrees to purchase the Property in ~~as-is condition~~, where is, with all faults and with no repairs required. BUYER will assume all obligations with respect to the Property. SELLER shall maintain the Property until the closing in its present condition, ordinary wear and tear excepted, and loss by casualty.

24. INSPECTION: BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at **BUYER'S expense**. BUYER shall, within 12 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. 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.

BUYER's acceptance of the condition of the property is a contingency of this Agreement.

BUYER chooses ☒ to have inspection; ☐ not to have inspection. If BUYER chooses not to have inspection skip Section 25.

25. SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, 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 7 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, 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 7 business days that they will not continue with the transaction and will receive their Earnest Money back.

4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

5. 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.

26. 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

27. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability or representations have been made or shall be binding upon either party unless herein set forth.

28. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes PAGE 3 of 4 PAGES
BUYER'S Initials (W) (CR) Date 4/25/05 SELLER'S Initials (MS) (CR) Date 4-25-05

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DATE: 4/25/05

29. **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 brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☒ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☒ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

30. **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.

31. **ACCEPTANCE:** BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) 4/25/05 at (Local Time) 7:00 ☐ 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.

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

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1,2 (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature]
Date 4/25/05 Time ☐ a.m. ☐ p.m.
Address
E-Mail Address

BUYER (Print Name)
Phone # Cell #
City State Zip
Fax #

BUYER Signature [Signature]
Date 4/25/05 Time 5:00 pm ☐ a.m. ☒ p.m.
Address PO Box 1658, McCall, ID
E-Mail Address

BUYER (Print Name) Katherine Tassano
Phone # Cell # 634-6960
City State Zip
Fax #

33. **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 4/25/05 Time 5:10 ☐ a.m. ☒ p.m.
Address
E-Mail Address

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

SELLER Signature [Signature]
Date 4-25-05 Time 15:07 ☐ a.m. ☒ p.m.
Address
E-Mail Address

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

Date: _____

Seller's Name(s): David B. & Carolyn Ellis
 Property Address: 1380 Ketch Rd. Eagle, IDAHO 83616

Section 55-2501, et seq., Idaho Code, requires SELLERS of residential real property to complete a property condition disclosure form. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. THE PURPOSE OF THE STATEMENT: This is a statement made by the SELLER of the conditions and information concerning the property known by the SELLER. This is NOT a statement of any agent representing the SELLER and no agent is authorized to make representations, or verify representations, concerning the condition of the property. Unless otherwise advised, the SELLER does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the SELLER possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential BUYER. Unless otherwise advised, the SELLER has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This disclosure is not a warranty of any kind by the SELLER or by any agent representing the SELLER in this transaction. It is not a substitute for any inspections. The BUYER is encouraged to obtain his/her own professional inspections.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, SELLERS of such newly constructed residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

- Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?
☒ Yes ☐ No ☐ Do Not Know ☐ The property is already within city limits
- Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?
☐ Yes ☒ No ☐ Do Not Know ☐ The property is already within city limits
- Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?
☐ Yes ☐ No ☒ Do Not Know ☐ The property is already within city limits

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-In Vacuum System	X				
Clothes Dryer					Taking with us
Clothes Washer					Taking with us
Dishwasher		X			
Disposal		X			
Freezer					Taking with us
Kitchen Vent Fan/Hood	X				
Microwave Oven					Taking with us
Oven(s)/Range(s)/Cook top(s)		X			1 Switch moved up
Trash Compactor	X				
Refrigerator					Taking with us
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier	X				
Security System(s)	X				
Ceiling Fan(s)		X			
Garage Door Opener(s)/Control(s)	X				
Inside Telephone Wiring/Jacks		X			
Aluminum Wiring	X				
Intercom System	X				
Light Fixtures		X			
Sauna	X				
Smoke Detector(s)/Fire Alarm(s)		X			
Bath Vent Fan(s)		X			
220 Volt Outlet(s)	X	X			
TV Antenna/Dish/Controls	X				
Switches and Outlets		X			
HEATING & COOLING SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Attic Fan(s)	X				
Central Air Conditioning		X			
Room Air Conditioner(s)	X				
Evaporative Cooler(s)	X				
Fireplace(s)		X			
Fireplace Insert(s)	X				
Furnace/Heating System(s)		X			
Humidifier(s)	X				
Wood/Pellet Stove(s)	X				
Air Cleaner(s)	X				

PROPERTY ADDRESS:

MOISTURE & DRAINAGE CONDITIONS SECTION		Yes	No	Do Not Know	Remarks		
Are you aware of any site drainage problems?							
Has there been any water intrusion or moisture related damage to any portion of the property, including, but not limited to, the crawlspace, floors, walls, ceilings, siding, or basement, based on flooding; moisture seepage, moisture condensation, sewer overflow/backup, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?							
Have you had the property inspected for the existence of any types of mold?							
If the property has been inspected for mold, is a copy of the inspection report available?							
Are you aware of the existence of any mold-related problems on any interior portion of the property, including but not limited to, floors, walls, ceilings, basement, crawlspaces, and attics, or any mold-related structural damage?							
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?							
FUEL TANK SECTION		NA ☒	Propane ☒	Oil ()	Diesel ()	Gasoline ()	Other ()
Location:							
Size:							
In Use: () Not In Use: () Above Ground: () Buried: ()							
WATER & SEWER SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks	
Hot Tub/Spa and Equipment		☒					
Pool and Pool Equipment		☒					
Plumbing System & Faucets and Fixtures			☒				
Water Heater(s)			☒				
Water Softener (owned)		☒					
Water Softener (leased)		☒					
Septic System			☒				
Sump Pump/Lift Pump		☒					
Landscape Sprinkler System			☒				
WATER & SEWER SYSTEM TYPE SECTION		Public System	Community System	Private System	Cistern	Other	
Domestic Water Provided By:				☒			
Irrigation Water Provided By:			☒				
Property Sewer Provided By:				☒			
If Septic System, Date Last Pumped		1/1/2011 Going To Be Pumped					
ROOF & SIDING SECTION: Age (if known):		Yes	No	Do Not Know	Remarks		
Is there present damage to the roof?			☒				
Does the roof leak?			☒				
Are there any problems with the siding?			☒				
HAZARDOUS CONDITIONS SECTION		Yes	No	Do Not Know	Remarks		
Are you aware of any asbestos or other toxic or hazardous materials on the property?			☒				
Has the property ever been used as an illegal drug manufacturing site?			☒				
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?			☒				
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?			☒				
Is there any damage due to wind, fire, or flood?			☒				
OTHER DISCLOSURES SECTION		Yes	No	Do Not Know	Remarks		
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, restrictive covenants, etc.?			☒				
Has the property been surveyed since you owned it?		☒					
Have you received any notices by any governmental or quasi-governmental entity affecting this property; i.e. Local Improvement District (LID) or zoning changes, etc.?			☒				
Are there any structural problems with the improvements?			☒				
Are there any structural problems with the foundation?			☒				
Have any substantial additions or alterations been made without a building permit?			☒				
Has the fireplace/wood stove/chimney/flue been inspected?			☒				
Has the fireplace/wood stove/chimney/flue been cleaned?			☒				

ADDITIONAL REMARK AND/OR EXPLANATIONS SECTION: Please list any other existing problems that you know of concerning the property including legal, physical, product defects or others that are not already listed. (Use additional pages if necessary.)

The referenced property herein is exempt from the code because of Section 55-2506 for any of the following reasons:

- ☐ A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- ☐ A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- ☐ A transfer to a beneficiary of a deed of trust by trustor in default:
- ☐ A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- ☐ A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- ☐ A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- ☐ A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- ☐ A transfer from one (1) co-owner to one (1) or more other co-owners:
- ☐ A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- ☐ A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- ☐ A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- ☐ A transfer that involved newly constructed residential real property, that previously has not been inhabited, except as required by questions 1, 2 and 3:
- ☐ A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- ☐ A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- ☐ A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- ☐ A transfer from a decedent's estate:

The **SELLER** certifies that the information herein is true and correct to the best of the **SELLER'S** knowledge as of the date signed by the **SELLER**. The **SELLER** is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SELLER and BUYER understand and acknowledge that the statements contained herein are the representations of the **SELLER** regarding the condition of the property. No statement made herein is a statement of a **SELLER'S** agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. **SELLER and BUYER** also understands and acknowledge that **SELLER** in no way warrants or guarantees the above information regarding the property. **SELLER and BUYER** also understand and acknowledge that, unless otherwise specifically set forth, no agent of the **SELLER** is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. **BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.**

SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrants or guarantees the above information on the property.

SELLER hereby acknowledges receipt of this form:

David B. Ellis
SELLER
Courtesy Ellis
SELLER
Date 4-25-05
Date

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby X WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form.

Ruthanne Tassano
BUYER
Neil Tassano
BUYER
Date 4/25/05
Date 4/27/05

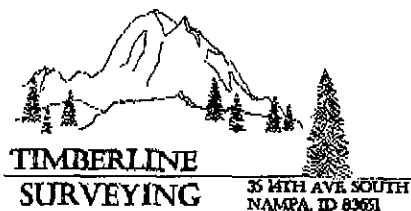
AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial **SELLER'S** Property Condition Disclosure Form previously acknowledged, **SELLER** hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the **SELLER** states that there have been no changes to the information contained in the initial **SELLER'S** Property Condition Disclosure Form. **IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.**

SELLER hereby acknowledges receipt of this amended form:

SELLER
Date
SELLER
Date

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form.

BUYER
Date
BUYER
Date



35 14th Ave S.
Nampa 83651

Invoice

Date	Invoice #
5/3/2005	05-71

Bill To

Dave Ellis
1380 RUSH RD
EAGLE ID 83616-3626

For billing or other questions:

Office: 208 465 5687
Fax: 208 465 5690
E-mail: kcook@timberlinesurvey.com

P.O. Number	Terms	Due Date	Project Name	Project Number
	Due on receipt	5/3/2005	05051 Ellis Lot Split	
Date	Description	Quantity	Amount	
5/3/2005	Record of survey for lot split and legals		2,200.00	
Thank you for your business.			Total	\$2,200.00

All invoices are due upon receipt. Any invoice that is 30 days old is considered past due and may be assessed an 18% annual finance charge without notice. Any outstanding account balance on a completed project that is 90 days old may be sent to collections. Any outstanding account balance on an in-progress project that is 90 days old may be issued a stop work order. Any outstanding account balance that is 90 days old may have a construction lien filed. To avoid any of these actions, please remit payment immediately, or call to make payment arrangements. Thank You.



Property Details for Parcel R0054001453 and Year 2005

[Back to Parcel Search](#)

Parcel: R0054001453
 Year: 2005
 Zone Code: R-E
 Total Acres: 5.027
 Tax Code Area: 05-9
 Property Description:
 LOT 7
 ACADEMY PLACE
 #1450-S



Address: 1380 W RUSH RD EAGLE , ID 83616
 Subdivision: ACADEMY PLACE
 Land Group Type: SUB
 Township/Range/Section: 4N1E06

Valuation Details

Role	SCC	Acreage	Assessed Value	Valuation Method	Code Area
Primary 200		5.027	\$165,000	MARKET	05-9
Primary 410		0.0	\$110,100	COST	05-9

Valuation History

Year	Value
2005	\$275,100
2004	\$228,000
2003	\$226,500
2002	\$162,600
2001	\$162,600
2000	\$143,900

Tax Districts

Tax District	Levy	Description	Phone
1	0.002834671	ADA COUNTY	208-287-7000
3	0.000120598	EMERGENCY MEDICAL	208-287-2962
6	0.001010326	ADA COUNTY HIGHWAY DIST	208-387-6120
8	0.006553372	SCHOOL DISTRICT NO. 2	208-855-4500
15	0.001008173	EAGLE CITY	208-939-6813
19	0.000009015	DRY CREEK CEMETERY	208-853-1940
27	0.001081546	EAGLE FIRE	208-939-6463
43	0.000029309	MOSQUITO ABATEMENT	208-362-1440

Total Levy: 0.012647009999999998

Characteristics

Land
Residential

Ada County Assessor

Details

Photo

Valuation

Tax Districts

Charac

Parcel: R0054001465

Year: 2005

Zone Code: R-E

Total Acres: 2.58

Tax Code Area: 05-9

Property Description:

S PT LOT 8

ACADEMY PLACE SUB

PARCEL B R/S 4960

#1455-S

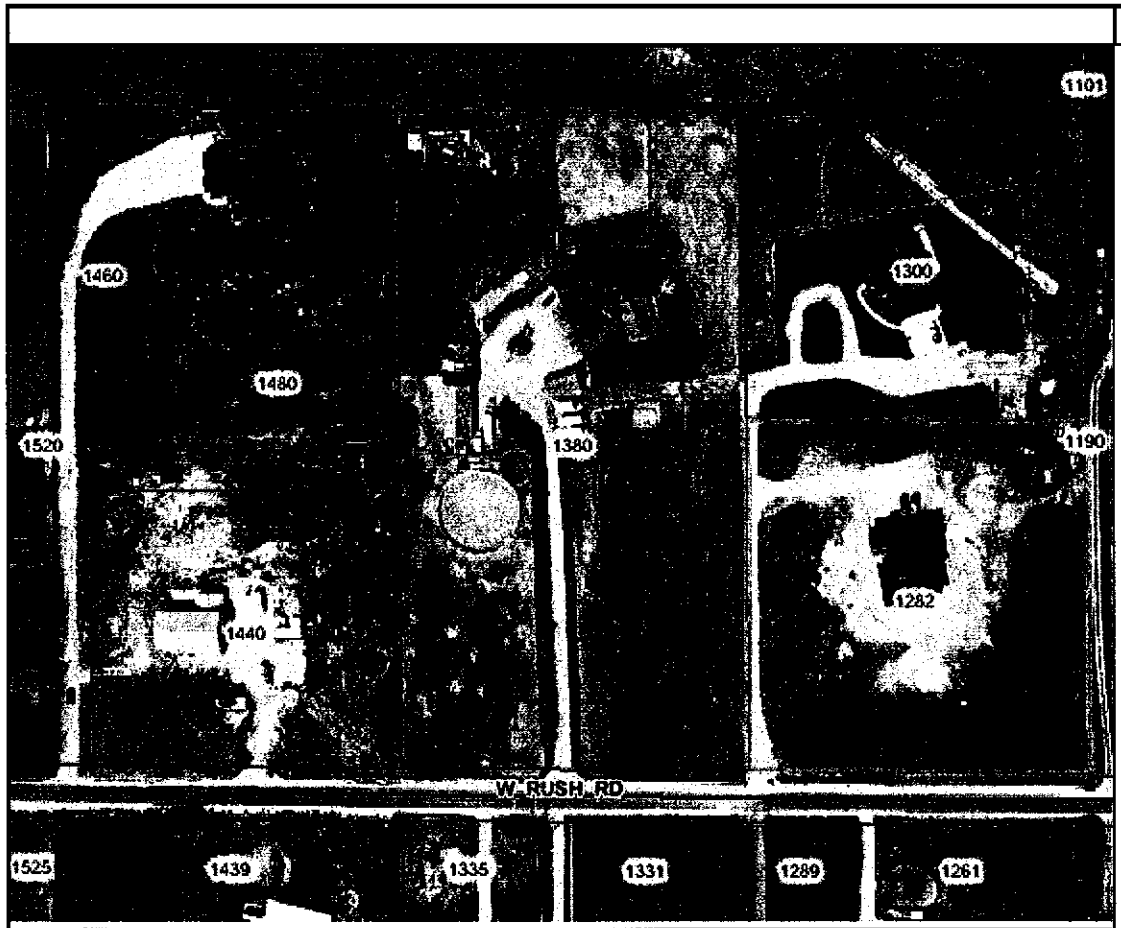
Address: 1282 W RUSH RD EAGLE , ID 83616

Subdivision: ACADEMY PLACE

Land Group Type: SUB

Township/Range/Section: 4N1E06

Lot 8



THIS MAP NOT INTENDED FOR NAVIGATIONAL USE

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: A63-17840
Date Received: 8/22/1989
Receipt No: W004834
Received By: DM

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DAVID B. ELLIS 208-939-7204
Address: 1380 RUSH ROAD
EAGLE, ID 83616

AND/OR

Name: CAROLYN E. ELLIS 208-939-7204
Address: 1380 RUSH ROAD
EAGLE, ID 83616

2. Date of Priority: MAR 15, 1937

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	01E	5	SW	NW			ADA

5. Description of diverting works:
WELL AND PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.160		

7. Total Quantity Appropriated is:
0.160 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
04N	01E	5	SW	NW		IRR	8.0
Section Acres							8.0
Total Acres							8.0

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:

FARMERS UNION DITCH CO. LTD. WATER

14. Remarks:

P/D IN LOT 7, ACADEMY PLACE SUBDIVISION.

P/U IN LOTS 7 & 8, ACADEMY PLACE SUBDIVISION.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: —

For Individuals:

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

Signature of Claimant(s): David B. Ellis Date: 8/22/89
Carolyn E. Ellis Date: 8-22-89

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 22nd day

of Aug 19 89

Seal

David R. T. Tuttle Jr.
Notary Public

Residing at Boise Id

My Commission Expires 9/15/1994

11/01/2005

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

RIGHT NUMBER: 63-17840

NAME AND ADDRESS: NEIL L TASSANO
PO BOX 1658
MC CALL ID 83638

KATHERINE E TASSANO
PO BOX 1658
MC CALL ID 83638

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.160 CFS
36.000 AFY

PRIORITY DATE: 03/15/1937

POINT OF DIVERSION:

T04N R01E S5 SWNW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.160 CFS 36.00 AFY

PLACE OF USE: IRRIGATION Within ADA County

T04N R01E S05 SWNW 8.0

8 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 - Beneficial Use

PROPERTY IS ALSO KNOWN AS LOTS 7 & 8, ACADEMY PLACE
SUBDIVISION.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

November 1, 2005

Neil & Katherine Tassano
PO Box 1658
McCall ID 83638

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Re: Notice of Claim to a Water Right No. 63-17840

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

RECEIVED

JUN 13 2005

WATER RESOURCES
WESTERN REGION

First Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

RETURN TO SENDER

U.S.P.S. Form 3547

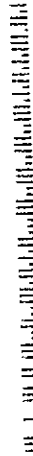
fee due 70¢

U.S. POSTAL SERVICE
PS FORM 3547

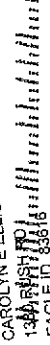
63-17840
U.R.C.

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

ELLIS380* 836162010 1605 16 06/09/05
FORM 3547
ELLIS, DAVID B
9156 W JORDAN LN
MIDDLETON ID 83644



DAVID B ELLIS
CAROLYN E ELLIS
1344 EIGHTH RD
EAGLE ID 83616



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

RIGHT NUMBER: 63-17840

NAME AND ADDRESS: DAVID B ELLIS
1380 RUSH RD
EAGLE ID 83616

CAROLYN E ELLIS
1380 RUSH RD
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.160 CFS
36.000 AFY

PRIORITY DATE: 03/15/1937

POINT OF DIVERSION:

T04N R01E S5 SWNW Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.160 CFS
36.00 AFY

PLACE OF USE: IRRIGATION Within ADA County

T04N R01E S05 SWNW 8.0

8 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: Beneficial Use

PROPERTY IS ALSO KNOWN AS LOTS 7 & 8, ACADEMY PLACE
SUBDIVISION.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

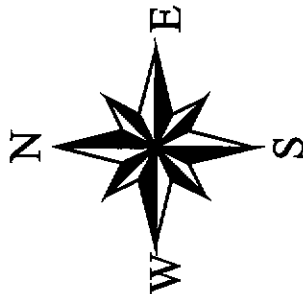
Idaho Department of Water Resources

**T04N, R01E,
S5**

Claim No: 63-17840
Prepared By: Kimberly Brown
Date: January 20, 2004

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

Irrigated Acres = 8.0



1987 NAPP



0.4 Miles

0.3

0.2

0.1

0

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-17840

WATER RIGHT NUMBER: 63-17840 ✓

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DAVID B ELLIS ✓ 1380 RUSH RD EAGLE, ID 83616 (208)939-7204 ✓
Current Owner	CAROLYN E ELLIS ✓ 1380 RUSH RD EAGLE, ID 83616 (208)939-7204

Priority Date: 03/15/1937 ✓
 Basis: Beneficial Use ✓
 Status: Active

Source
 GROUND WATER ✓

Tributary

0.02 cfs/acre
 8 AC

0.16 cfs

0.16 cfs x 1.9835 x 246 d.
 = 78.07 AFA

(V)
 8 AC x 4.5 AF/AC
 = 36.0 AFA

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION ✓	3/15 to 11/15 ✓	0.160 CFS ✓	36.0 AFA
	<u>Total Diversion:</u>	0.160 CFS ✓	36.0 AFA

Location of Point(s) of Diversion

GROUND WATER

SW 1/4 NW 1/4 ✓

Sec. 5, Twp 04N, Rge 01E, B.M. ✓

ADA County ✓

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
✓ 04N	01E	5							8.0										8.0 ✓

Total Acres: 8

✓ (9.6 AC)

Conditions of Approval:Remarks:

1. General P/D IN LOT 7, ACADEMY PLACE SUBDIVISION.
 P/U IN LOTS 7 & 8, ACADEMY PLACE SUBDIVISION.

Comments:

ADD W - Use of right combined with Farmer's Union.

Dates and Other Information:

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

ADD J01 - Place of use also known as lot 7 & 8, Academy Place Subdivision.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-17840

Dates and Other Information:

Claim Received Date: 8/22/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
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

Parcel Nos: R0054001453 (Ellis)
R0054001460 (Beach)
R0054001465 (Jackson)

④ in electronic back file available

Field Exam Date 1-20-04

(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 \$58.⁰⁰ (#50.⁰⁰ flat fee + 8 acres irrigation - \$4.⁰⁰/acre)
- ☐ Well logs (if needed) N/A
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information None in SWNW, Sec. 5
- ☒ 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 complete

Claim No(s) 63-17840

Owner: Carolyn & David Ellis Phone No. (208) 939-7204

Current Address: 1380 Rush Rd., Eagle 83616

- ☐ No change NAME IS THE SAME
- ☒ NEW OWNER According to 2002 Ada Co. Tax lot info, Tamara & Scott Beach
- ☐ No change Address and Karen & Jeff Jackson each own 2-3 acres in lot 8, while
- ☒ NEW ADDRESS the Ellis' own 4.8 acres in lot
- ☒ How long owned property? 1987 7.

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: 3/15/1937 Affidavit submitted 12/31/03 &
(If priority date, based on your exam, seems questionable, explain below.) signed by claimant, David Ellis.

Source: Tributary to

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

POINT OF DIVERSION

- ☒ No change
- ☐ POD found is different than claimed:
- ☐ If different, when did POD change?

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
									309081 / 293388 (Intrepid FX)

Description of diverting works

well and pump.

OVERLAP REVIEW

Other water rights with the same point of diversion: None

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

WATER USES

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

☐ No change

☐ Different Uses

Use Irrigation From _____ To _____ Amount _____ CFS 36.0 AFA ←

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

$0.16 \text{ cfs} \times 1.9835 \times 246 \text{ days} = 78.07 \text{ AF/A } \textcircled{V} \quad 8 \text{ AC} \times 4.5 \text{ AF/AC} = 36 \text{ AF/A}$

TOTAL VOLUME - Groundwater only

☒ Incomplete on claim, the total is, Amount _____ CFS 36.0 AFA ←

☐ 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:

Overlap Review -
63-16775 - D/S
63-17839 Dom.
63-20143 D/S
63-20144 D/S
63-30105 Dom.

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	

Overlap with other water rights: ^{dom/stock} 63-16775, ^{dom/stock} 63-20143, ^{dom/stock} 63-20144
63-30105 (domestic)

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

No, these are from different wells / PODs and are for domestic / stockwater purposes.

Delivery System Narrative:

Intrepid Engineering made assumptions regarding the horse power, pressure head, and elevation head and calculated a flow rate of 0.14 cfs. Since this amount is based on assumptions, I used the claimed 1" per acre (0.16 cfs) for my recommendation.

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size
A0013298		3			

FLOW MEASUREMENTS:

N/A - Intrepid Field Exam (11/27/01)

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

(OVER)

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

Use of this right is combined with water from
Farmers Union Canal Co.

Place of use is also known as lot 7+8,
Academy Place Subdivision.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☒ Photographs of POD's and ~~POU~~ Intrepid FX (11/27/01)
- ☒ GPS readings Intrepid FX
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 1.20.04 (in office)

FIELD EXAMINER: Kimberly Brown

ReceiptID	Amount	BasinNumber	SequenceNum	SplitSuffix	Type
W004834	25.00	63	17839		Claim
W004834	58.00	63	17840		Claim

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-17839

WATER RIGHT NUMBER: 63-17839

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DAVID B ELLIS 1380 RUSH RD EAGLE, ID 83616 (208)939-7204
Current Owner	CAROLYN E ELLIS 1380 RUSH RD EAGLE, ID 83616 (208)939-7204

Overlap review

Priority Date: 07/26/1899

Basis: Decreed

Status: Active

Domestic claim

<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	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER	SW1/4NW1/4	Sec. 5, Twp 04N, Rge 01E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01E	5																	

Conditions of Approval:

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

Remarks:

1. Explanatory PARCEL NO. R0054001450 PROPERTY ALSO KNOWN AS LOT 7, ACADEMY PLACE SUBDIVISION.

Comments:

63-17840

4N1E

RECEIVED

DEC 31 2003

WATER RESOURCES
WESTERN REGION

Attention: Kimberly Brown

The Irrigating well is located on lot 7 of academy place, 1380 Rush Road Eagle, Idaho 83616. The place is owned by David B. and Carolyn E. Ellis. The well is 100 feet deep. The well was drilled between 1927 - 1930. Information was received from the only living heir of the estate. She told us there is no paper work available.

The pictures are of the pump and irrigating pipe that were here when we purchased the property.

Sincerely —
David B. Ellis

December 28, 2003

+ 2 photos of irrigation pipe also submitted.



1 of 2 photos submitted
with December 28, 2003
Evidence of Priority
letter
-KLB

030 NA 0ANABN NNN 0 6285

<No. 1 1A>

30705



1 of 2 photos submitted
with December 28, 2003
Evidence of Priority
letter - KLB

027 NA 0ANABN NNN 0 6285

(No. 12A)

30704

CONVERSATION MEMO

September 15, 2003

RE: Water Right No. A63-17840

David Ellis called in response to the Evidence of Priority letter I sent on September 4, 2003. Mr. Ellis began the conversation by stating, "I looked through all my archives and can't find a thing for the priority date." After I explained the purpose of the letter, we found that based on his conversations with the previous owner, he has sufficient personal knowledge to submit an Affidavit.

Mr. Ellis also stated that he gets surface water out of the Farmers Union canal and has two wells on his property. One is a 4-inch well used for domestic purposes (which he still uses) and the other is a 100 ft. deep/6-inch well, which is used for irrigation purposes. Mr. Ellis said that they haven't used the irrigation well since they bought the place in 1987, but quickly added that he would like to keep the right for when they may sell the property.

Since the Ellis' haven't used the irrigation well since 1987, I informed Mr. Ellis that once the Preliminary Decree is issued, the "abandonment clock" begins to tick and he will need to use the well within five years or it will be considered abandoned by our Allocations staff. He thanked me for informing him of this fact.

Kimberly L. Brown
Water Resource Agent
Western Region



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 4, 2003

DAVID & CAROLYN ELLIS
1380 RUSH ROAD
EAGLE, ID 83616

Current Owners

RE: EVIDENCE OF PRIORITY

Snake River Basin Claim No(s): A63-17840

Dear Claimant(s),

In the past, you submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated print-out of the claim(s) for your reference only, it is not necessary to return this print-out or re-file it. You indicated, when this claim was filed, that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "Evidence of Priority" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date."

It is important that each element of the Notice of Claim be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

The required evidence supporting the priority date(s) requested needs to be submitted by October 2, 2003. Please let me know if you may not be able to submit proof of priority or have any questions not covered by this letter and the enclosed pamphlet, by the date indicated above.



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

Respectfully Submitted,

Kimberly L. Brown

Kimberly L. Brown
Water Resource Agent
Adjudication Bureau

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim A63-17840

NOTE: If you no longer own the property upon which this claim was filed, please contact this office immediately. Idaho State law requires that the Department be notified of a change of owner or address on a water right.



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63

RIGHT ID 63 17840
POD ID 171911
Quad Eagle 1
Claim Type Small
Easting 309081
Northing 293388
GPSID A0013298

Diversion Description

WELL AND PUMP. Well located on N side of home at 1380 Rush Rd.

Assumptions

Horse power, pressure head, and elevation head.

Invoice

2000-055-01

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked

a Photos\171911a.JPG

Photos

EPE (ft)

16

Date (M/D/Y)

11/27/01

Time

15.30

Flow Rate (CFS)

0.14

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter 0

Depth 0

☐ Rectangular Channel

Width 0

Depth 0

Flow Calculation

☐ Continuity

Velocity 0

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ Manning (If used, include photo of representative channel section)

Channel Slope 0

Channel Description	
Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System ☒

HP 3

Pressure Head (psi) 35

Elevation Head (ft) 50

Motor Mfg

Motor Serial #

Pump Type Submersible

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

This Form and the associated query are the exclusive intellectual property of Intrepid Engineering Services, and may not be copied, modified, or distributed without the express written consent of Intrepid Engineering Servc, Inc.



INTREPID
Engineering Services, Inc. (IES)
Enabling People and Solutions

RIGHT ID

63 17840





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

November 9, 2001

RE: Investigation of Water Right Claims in the Snake River Basin Adjudication, Basin 63

Dear Claimant:

As you may be aware, the Idaho Department of Water Resources (IDWR) is commencing its Snake River Basin Adjudication (SRBA) investigation of water rights in the Boise River Basin (Basin 63). This investigation is a major effort, and IDWR has hired a contractor, Intrepid Engineering Services, to assist us with this task.

The purpose of this letter is to advise you that Intrepid might be contacting you to conduct a field investigation of your water use. This investigation is meant to provide important information to the IDWR Senior Water Resource Agent who will be making a recommendation for your water rights. Accordingly, we request that you provide Intrepid with access to your water diversion system so that their personnel can conduct this field examination. Intrepid will be gathering information on the rate of flow, diversion location and place of use of your water rights, and will be reporting this information to IDWR.

If you have sold your property in the Boise River Basin, we request that you forward this letter to the purchaser, so that the purchaser can report the new name and address to our office. If you are unable to forward this letter, please send any information regarding a new owner to our Western Regional Office located at 2735 Airport Way, Boise, 83705, (208) 334-2190.

The process of adjudicating your water rights is straightforward for most people, resulting in the issuance of decreed water rights on your property. Experience has shown that water users who work with our agency early in the process to ensure that their recordings are correct have a better experience than those who wait until IDWR has filed its findings with the SRBA Court. Thus, we encourage you to work with our staff and with Intrepid to ensure that the results accurately reflect your water uses.

Sincerely,

Jan Shurte
Adjudication Section Supervisor
Western Regional Office