

GIVENS PURSLEY LLP

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Kenneth R. McClure
Kelly Greene McConnell
Cynthia A. Melillo
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
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Deborah E. Nelson

Kelsey J. Nunez
W. Hugh O'Riordan, LL.M.
G. Andrew Page
Terri R. Pickens
Angela M. Reed
Scott A. Tschirgi, LL.M.
J. Will Varin
Conley E. Ward
Robert B. White

RETIRED
Kenneth L. Pursley
Raymond D. Givens
James A. McClure

July 17, 2008

Andrea Courtney
322 East Front Street
PO Box 83720
Boise, ID 83720-0098

RECEIVED

JUL 21 2008

DEPARTMENT OF
WATER RESOURCES

Re: UIC Permit Applications

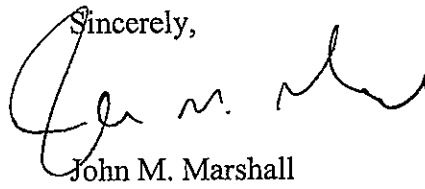
Dear Andrea:

Enclosed you will find a package of documents that relate to subcases 63-2733B and 63-31123. You might recall our conversation about these subcases a couple of weeks ago. IDWR recommended a split of the 12 acres originally claimed under water right 63-2733B, 8 acres to my client Southside, Inc. under right 63-2733B and 4 acres to Kim Ashworth under right 63-31123. The decision to split 4 acres from 63-2733B was based on an incomplete chain of title. Even though the Department reviewed a December 8, 1993 Assignment of Well and Water Rights ("Assignment") that purports to consolidate all 12 acres of right 63-2733B on my client's property (owned by Finch at the time), the Department recommended a split based, as I understand it, on a determination that it was unsure whether the grantor under the Assignment (Millard and Ford) owned the underlying land. We have undertaken a review of the chain of title to determine whether the right should have been split. As explained in more detail below, the chain of title reflects that all 12 acres should be recommended under 63-2733B.

The attached document package includes two maps. The first shows the ownership of the relevant parcel—Lot 2, T2N, R2W, B.M.— as of May 15, 1991, the date Millard & Ford and Finch agreed to split ownership of right 63-2733B and the associated well, as evidenced by document no. 10 in the package. The second map shows the ownership as of December 8, 1993, the date Millard and Ford executed the Assignment that conveyed the right back to Finch. The remaining documents include a summary chart and the deeds that show the chain of title for Lot 2. The deeds show that Millard and Ford owned the west portion of Lot 2 as of December 8, 1993, when they executed the Assignment.

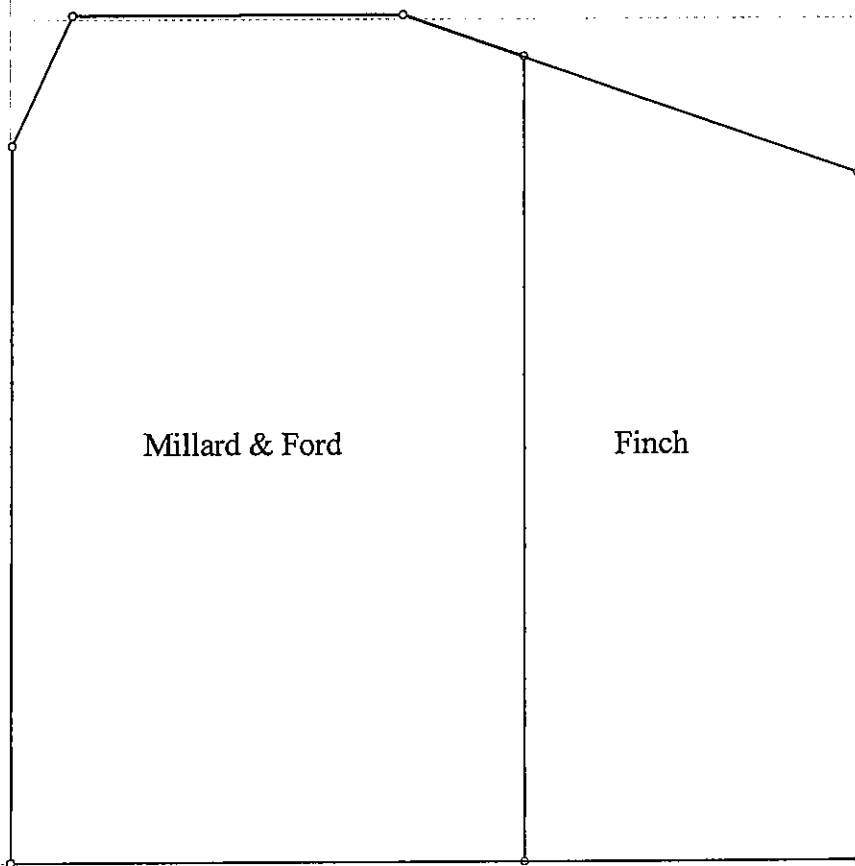
Andrea Courtney
July 17, 2008
Page 2

Based on the chain of title summarized above and detailed in the attachment, I request on behalf of my client that IDWR amend its recommendations for right 63-2733B to recognize 12 rather than 8 acres. I continue to believe there may be 4 acres available for right 63-31123 through an accomplished transfer, but the acres would need to come from right 63-2733C. If you have any questions, please feel free to call.

Sincerely,

John M. Marshall

JMM:tlk

Enclosures
cc: Jan Shurte
Client



Title: Lot 2 ownership on May 15, 1991

Date: 06-17-2008

Scale: 1 inch = 300 feet

File: 7456-1.des

Tract 1: 23.840 Acres: 1038458 Sq Feet: Closure = s18.3114w 1.08 Feet: Precision =1/3814: Perimeter = 4116 Feet
Tract 2: 37.763 Acres: 1644949 Sq Feet: Closure = n70.0127e 0.20 Feet: Precision =1/25203: Perimeter = 5000 Feet

001=/SW,SW,NW,17,2N,2W

006=S24.36W 223.08

011=N89.56E 514.8

002=S89.59E 794.2

007=S0.10W 1123.32

012=S70.30E 748.34

003=N0.11E 1261.8

008=@0

013=S0.10W 1077.4

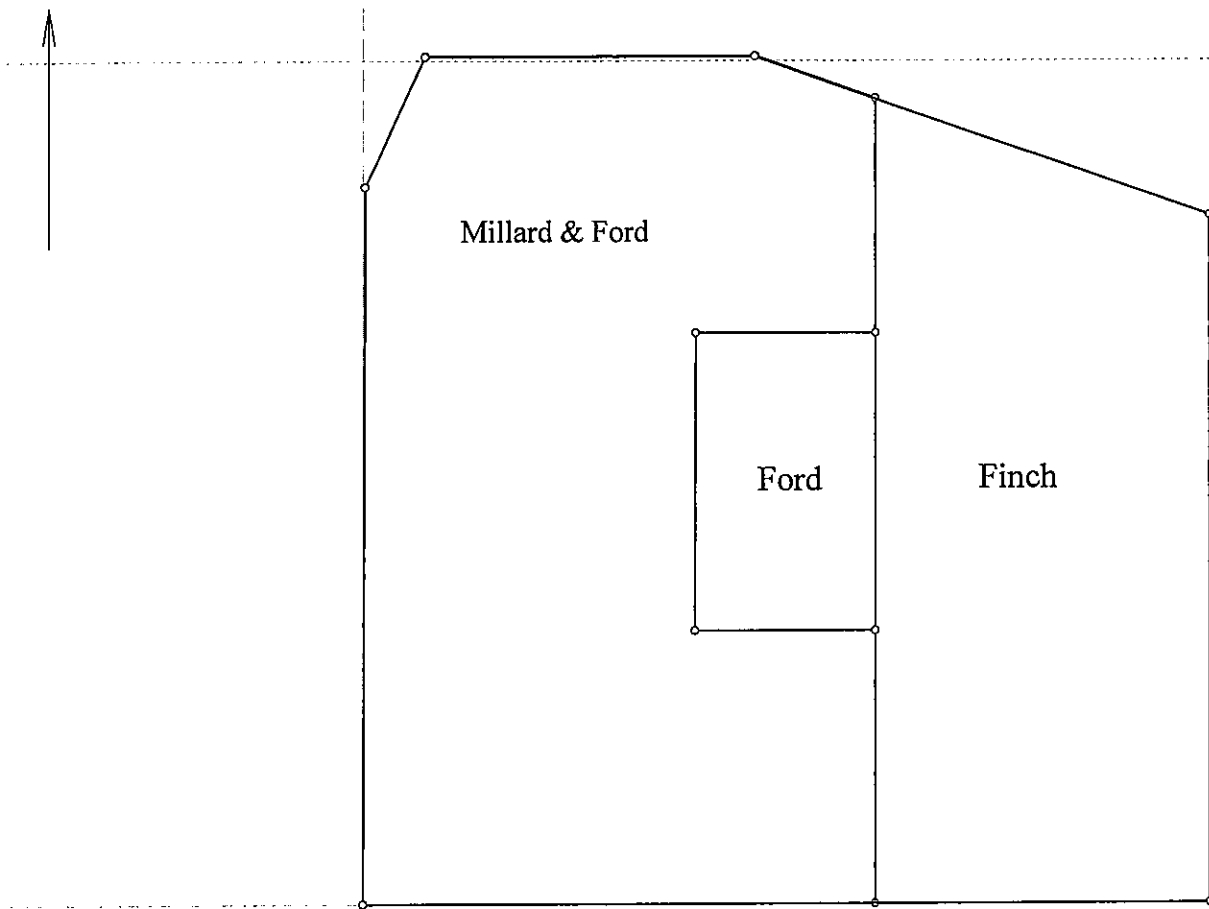
004=N70.30W 198.34

009=N0.10E 1123.32

014=N89.59W 1313.4

005=S89.56W 514.8

010=N24.36E 223.08



Title: Lot 2 ownership on December 3, 1993

Date: 06-17-2008

Scale: 1 inch = 300 feet

File: 7456-1A.des

Tract 1: 23.840 Acres: 1038458 Sq Feet: Closure = s18.3114w 1.08 Feet: Precision =1/3814: Perimeter = 4116 Feet
 Tract 2: 3.000 Acres: 130678 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 1493 Feet
 Tract 3: 37.757 Acres: 1644704 Sq Feet: Closure = n72.2142w 0.22 Feet: Precision =1/22314: Perimeter =5000 Feet

001=/SW,SW,NW,17,2N,2W

009=/S89.5900E 794.2

017=N24.36E 223.08

002=S89.59E 794.2

010=/N0.1100E 428.07

018=N89.56E 514.8

003=N0.11E 1261.8

011=N89.5900W 280.00

019=S70.30E 748.34

004=N70.30W 198.34

012=N0.1549E 466.71

020=S0.10W 1077.4

005=S89.56W 514.8

013=S89.5900E 280.00

021=N89.59W 1313

006=S24.36W 223.08

014=S0.1549W 466.71

007=S0.10W 1123.32

015=@0

008=@0

016=N0.10E 1123.32

Title chain for Government Lot 2, T.2N., R.2W., Canyon County, Idaho for period June 11, 1984 to December 8, 1993

NO.	GRANTOR	GRANTEE	DOC	RECORDING DATE	RECORD NO.	COMMENTS
1	Wear, James W. & Cheryl L.	Ford, David P. & Linda R. Millard, Joseph H. & Arlene	WD	6/11/1984	8413951	W. 794.2' Lot 2 except ROW
2	Estate of Richard Robert Ford (undivided one-half)	Ford, David Paul	PR DD	07/27/1984	8418176	Lot 2 except W. 794.2'
3	Ford, David Paul	Connolly, William E. & Dorothy M.	WD	12/12/1985	8529233	Lot 2 except W. 794.2'
4	Connolly, William E. & Dorothy M.	Ford, David Paul	QCD	08/25/1986	8621232	Lot 2 except W. 794.2'
5	Ford, David P. & Linda R.	Ferguson, Phillip Q. & Robbin R.	WD	09/02/1987	8718868	Lot 2 except W. 794.2'
6	Ford, David P. & Linda R. Millard, Joseph H. & Arlene	Ferguson, Phillip Q. & Robbin R.	WD	09/02/1987	8718869	W. 794.2' Lot 2 except ROW
7	Ferguson, Phillip Q. & Robbin R.	Millard, Joseph H. & Arlene; Ford, David P. & Linda R.	Order	12/08/1988	8824192	W. 794.2' Lot 2 except ROW
8	Ferguson, Phillip Q. & Robbin R.	Ford, David P. & Linda R.; Millard, Joe & Arlene	QCD	12/08/1988	8824193	W. 794.2' Lot 2 except ROW
9	Ferguson, Phillip Q. & Robbin R.	Finch, Martin L. & Margaret H.	WD	05/15/1991	9109239	Lot 2 except W. 794.2'

10	Finch, Martin L. & Margaret H.	Millard, Joseph H. & Arlene; Ford, David P.	Well Agmt	05/15/1991	9109241	Lot 2 (two parcels) undivided ½ interest for each owner
11	Millard, Joseph H. & Arlene	Ford, David P.	QCD	07/22/1992	9216409	Portion of W. 794.2' Lot 2
12	Ford, Linda R.	Ford, David P.	QCD	07/22/1992	9216410	Portion of W. 794.2' Lot 2
13	Tiegs, Elmer	Ford, David P.	QCD	07/22/1992	9216410	Portion of W. 794.2' Lot 2
14	Millard, Joseph H. & Arlene; Ford, David P.	Finch, Martin L. & Margaret H.	Assign	12/08/1993	9330018	Lot 2 except W. 794.2' returns all well and water rights

INSTRUMENT 84/3951

WARRANTY DEED

FOR VALUE RECEIVED JAMES W. WEAR and CHERYL L. WEAR, husband and wife,

GRANTORS, do hereby GRANT, BARGAIN, SELL and CONVEY unto DAVID P. FORD and LINDA R. FORD, husband and wife; and JOSEPH H. MILLARD and ARLENE MILLARD, husband and wife,

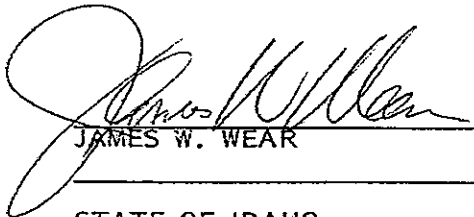
GRANTEES, whose current address is: Route 4, Box 442, Nampa, Idaho, 83651

the following described real property in Canyon County, State of Idaho, more particularly described as follows, to-wit:

That certain real property described in Exhibit "A," attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their 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 said premises are free from all incumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: ~~May~~ ^{June} 8, 1984.


JAMES W. WEAR

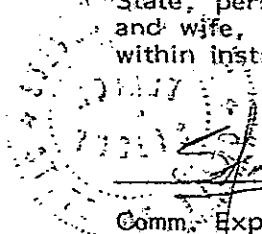

CHERYL L. WEAR

STATE OF IDAHO

SS.

COUNTY OF CANYON

On this ~~8th~~ ^{June} day of ~~May~~, 1984, before me, a notary public, in and for said State, personally appeared JAMES W. WEAR and CHERYL L. WEAR, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Comm. Expires:

Notary Public for Idaho,
Residing at: Nampa, Idaho.

WARRANTY DEED - 1
P05/11-1/MAY1

1

EXHIBIT "A"

A tract of land in the Westerly part of Government Lot 2 in Section 17, Twp. 2 N., R. 2 W.B.M., Canyon County, Idaho and more particularly described as follows:

Beginning at the W $\frac{1}{2}$ corner of said Section 17, Twp. 2 N., R. 2 W. B.M., the TRUE POINT OF BEGINNING;

thence S. 89°39' E. along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point;

thence N. 0°11' E. and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeastly lot line of Government Lot 2;

thence N. 70°30' W. along Northeastly lot line 198.34 feet to a point on the North boundary line of Government Lot 2;

thence S. 89°56' W. along North boundary line of Government Lot 2 a distance of 514.8 feet to a point;

thence S. 24°36' W. along Northwestly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17;

thence S. 0°10' W. along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

EXCEPT the following parcel in the SW corner being all of that part Southwestly of a line 25 feet distant Northeastly from and parallel with the following described centerline of Lake Shore Drive Highway:

Beginning at Highway Station 535+91.3 which station is a point on a 19° curve to the left and being N. 0°10' W. a distance of 303.6 feet from W $\frac{1}{2}$ corner of Section 17;

thence Southeastly 475.7 feet along a 19° curve to the left having a central angle of 90°23' left to Highway Station 540+67.0 said point being 303.6 feet East of the W $\frac{1}{2}$ corner of Section 17, Twp. 2 N., R. 2 W.B.M.

REQUEST
TYPE *Serial* *pp 4*

SAFECO TITLE INS CO

BY *C. H. H. H.*

BILL
CANYON COUNTY

JUN 11 3 45 PM '84

FILED

8413951

Inst 8418176

DEED OF DISTRIBUTION
BY PERSONAL REPRESENTATIVE

THIS DEED, made by ROGER L. WILLIAMS, as personal representative of the estate of RICHARD ROBERT FORD, deceased, Grantor, to DAVID PAUL FORD, individually, as his sole and separate property, whose address is 4428 Lake Shore Drive, Nampa, Idaho 83651.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate Number 1F-2858, in Canyon County, Idaho; and

WHEREAS, Grantee is entitled to distribution of the hereinafter-described real property;

THEREFORE, for valuable consideration received, Grantor conveys and releases to Grantee the following-described real property in Canyon County, Idaho:

An undivided one-half (1/2) interest in the following-described real property, to-wit:

Lot 2 in Section 17, Twp. 2 N., R. 2 W.B.M., Canyon County, Idaho, EXCEPTING any portion included within the boundaries of Deer Flat Reservoir.

ALSO EXCEPTING THEREFROM:

A tract of land in the Westerly part of Government Lot 2 in Section 17, Twp. 2 N., R. 2 W.B.M., Canyon County, Idaho, and more particularly described as follows:

Beginning at the W $\frac{1}{2}$ corner of said Section 17, Twp. 2 N., R. 2 W.B.M., the TRUE POINT OF BEGINNING.

Thence S. 89°59' E. along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point;

Thence N. 0°11' E. and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2;

Thence N. 70°30' W. along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2;

Thence S. 89°56' W. along North boundary line of Government Lot 2 a distance of 514.8 feet to a point;

Thence S. 24°36' W. along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also west Section line of said Section 17;

Thence S. 0°10' W. along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

with all appurtenances.

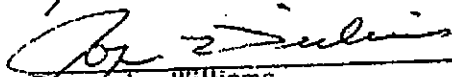
SUBJECT TO:

2

All easements and rights-of-way of record;

All taxes and assessments for the year 1983 and all succeeding years.

DATED this 16th day of September, 1983.



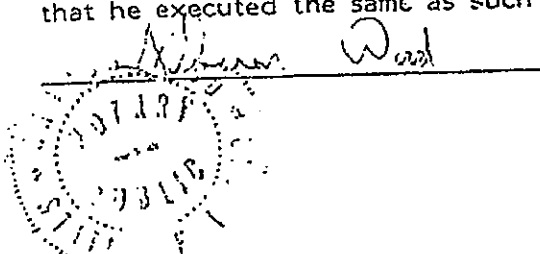
Roger L. Williams
Personal Representative of the
estate of Richard Robert Ford,
deceased.

STATE OF IDAHO

: ss.

County of Canyon

On this 16 day of September, 1983, before me, the undersigned, a notary public, personally appeared ROGER L. WILLIAMS, known to me to be the person whose name is subscribed to the within instrument a personal representative of the estate of Richard Robert Ford, and acknowledged to me that he executed the same as such personal representative.

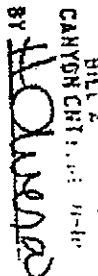

William Ward

Notary Public for Idaho.
Residing at Nampa, Idaho.

8418176

FILED

JUL 27 10 03 AM '84

BILL A
CANYON COUNTY, IDAHO
BY 

Adamson &
deed & record

Adamson &
deed & record

9

8529233

WARRANTY DEED

For Value Received

DAVID PAUL FORD, conveying his sole and separate property,

the grantor, do es hereby grant, bargain, sell and convey unto

WILLIAM E. CONNOLLY AND DOROTHY M. CONNOLLY, husband and wife,

as joint tenants with right of survivorship

the grantees, whose current address is,
the following described premises, to-wit: Lot 2 in Section 17, T. 2 N., R. 2 W., B.M., Canyon County, Idaho, EXCEPTING any portion included within the boundaries of Deer Flat Reservoir. ALSO EXCEPTING THEREFROM: A tract of land in the Westerly part of Government Lot 2 in Section 17, T. 2 N., R. 2 W., B.M., Canyon County, Idaho and more particularly described as follows: Beginning at the W¹/₂ corner of said Sec. 17, T. 2 N., R. 2 W. B.M., the TRUE POINT OF BEGINNING. Thence, S. 89°59' E. along centerline of Lake Shore Drive, also being the South Boundary line of Government Lot 2, a distance of 794.2 feet to a point; Thence N. 0°11' E. and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2; Thence N. 70°30' W. along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2; Thence S. 89°56' W. along North boundary line of Government Lot 2 a distance of 514.8 feet to a point; Thence S. 24°36' W. along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Sec. 17; Thence S. 0°10' W. along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

Subject to the rights of way for irrigation and drainage ditches and canals and roads.

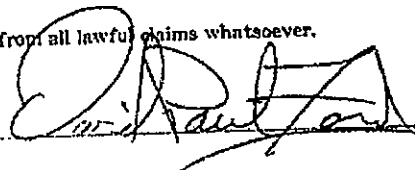
Subject to the power line easement as granted to IDAHO POWER COMPANY, a Corporation, by instrument recorded June 24, 1948.

Subject to the effect of Agreement dated April 30, 1948, recorded July 3, 1948, as Instrument No. 339765, records of Canyon County, Idaho.

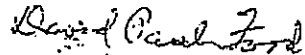
Subject to that certain mortgage recorded August 30, 1976 as Instrument No. 781625 which grantees hereby assume and agree to pay.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that said premises are free from all incumbrances

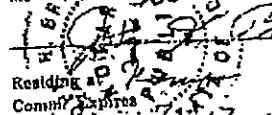
and that he will warrant and defend the same from all lawful claims whatsoever.
Dated: November 20, 1985

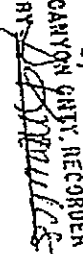


STATE OF IDAHO, COUNTY OF CANYON
On this 17 day of Dec., 1985
before me, a notary public in and for said State, personally appeared



known to me to be the person who name
subscribed to, and with instrument, and acknowledged to
me that executed the same.

 Notary Public
Idaho
Residing at
Commission Expires

RECORDED
85 DEC 12 AM 11 09
BILL A. STAKER
CANYON COUNTY RECORDER
BY 
RECEIVED TITLE INS. CO.
TYPE 

8529233



QUITCLAIM DEED

For Value Received

WILLIAM E. CONNOLLY and DOROTHY M. CONNOLLY, husband and wife,
as joint tenants with right of survivorship

do hereby convey, release, remise and forever quitclaim unto

DAVID PAUL FORD, conveying his sole and separate property,

whose current address is

the following described premises, to-wit:

Lot 2 in Section 17, T.2N., R.2W., B.M., Canyon County, Idaho, EXCEPTING any portion included within the boundaries of Deer Flat Reservoir. ALSO EXCEPTING THEREFROM: A tract of land in the Westerly part of Government Lot 2 in Section 17, T.2N., R.2W., B.M., Canyon County, Idaho and more particularly described as follows: Beginning at the W1 corner of said Sec. 17, T.2N., R.2W., B.M., the TRUE POINT OF BEGINNING. Thence, S. 89°59' E. along centerline of Lake Shore Drive, also being the South Boundary line of Government Lot 2, a distance of 794.2 feet to a point; Thence N. 0°11' E. and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2; Thence N. 70°30' W. along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2; Thence S. 89°56' W. along North boundary line of Government Lot 2 a distance of 514.8 feet to a point; Thence S. 24°36' W. along Northwesternly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Sec. 17; Thence S. 0°10' W. along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

together with their appurtenances.

Dated: August 21, 1986.

William E. Connolly
Dorothy M. Connolly

REQUEST
TYPE *Quitclaim*
PIONEER TITLE CO

RECORDED
BY *Chick*
CANYON COUNTY RECORDER

786 AUG 25 PM 3 58

RECORDED

9521232

State of Idaho, Canyon County ss:
On this 25th day of August, 1986,
before me, the undersigned, a notary public in and for said County
and State, personally appeared Dorothy M. Connolly,

known or proved to me to be the person(s) who executed the foregoing instrument,
and acknowledged to me that she executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.

John M. Nielsen
Notary public residing at Caldwell

State of Nevada, Mineral County ss:
On this 25th day of August, 1986,
before me, Deborah Kidney, a notary public in and for said County
and State, personally appeared William E. Connolly,

known or proved to me to be the person(s) who executed the foregoing instrument,
and acknowledged to me that he executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.



Notary Public Residing in Mineral County
My Comm. Expires July 26, 1988

Deborah Kidney
Notary Public Residing at Hawthorne, NV

4

8718868

WARRANTY DEED

FOR VALUE RECEIVED DAVID P. FORD and LINDA R. FORD, husband and wife,

the Grantors, do hereby grant, bargain, sell and convey unto PHILLIP Q. FERGUSON and ROBBIN R. FERGUSON, husband and wife,

the Grantees, whose address is

the following described premises, to-wit:

See Exhibit "A" attached hereto

Subject to Mortgage in favor of Home Federal Savings and Loan, which Grantees assume and agree to pay in full as the same comes due, and subject to 1987 taxes and assessments.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their 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 said premises are free from all encumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:

DAVID P. FORD

LINDA R. FORD

STATE OF IDAHO, COUNTY OF ADA

On this 23rd day of August, 1987, before me, a notary public in and for said State, personally appeared DAVID P. FORD and LINDA R. husband and wife,

known to me to be the persons who surnames are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at _____, Idaho
Comm. Expires 5/17/91

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____
19____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$

Malt to:



PIONEER TITLE COMPANY
OF ADA COUNTY
1110 W. Jefferson St.
Boise, Idaho 83702 - 208 336-6700

Representing Pioneer National Title Insurance

5

EXHIBIT "A"

Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, EXCEPTING any portion included within the boundaries of Deer Flat Reservoir.

ALSO EXCEPTING THEREFROM:

A tract of land in the Westerly part of Government Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Beginning at the W 1/4 corner of said Section 17, Township 2 North, Range 2 West, Boise Meridian, the TRUE POINT OF BEGINNING;

Thence South 89° 59' East along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point;

Thence North 0° 11' East and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2;

Thence North 70° 30' West along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2;

Thence South 89° 56' West along North boundary line of Government Lot 2 a distance of 514.8 feet to a point;

Thence South 24° 36' West along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17;

Thence South 0° 10' West along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

RECORDED

8718868

87 SEP 2 PM 4 10

BRI A STAKER

CANYON COUNTY RECORDER

BY *Amber*

NAMPA LAND TITLE CO

REQUEST
TYPE *Deed* *refuse*
PAID

Plaster
10766 Lakeside
Nampa, ID
83451

8718868

none N.T.

WARRANTY DEED

FOR VALUE RECEIVED DAVID P. FORD and LINDA R. FORD, husband and wife,

the Grantors , do hereby grant, bargain, sell and convey unto PHILLIP Q. FERGUSON and ROBBIN R. FERGUSON, husband and wife,

the Grantees , whose address is

the following described premises, to-wit:

See Exhibit "A" attached hereto

Subject to Mortgage in favor of Home Federal Savings and Loan, which Grantees assume and agree to pay in full as the same comes due, and subject to 1987 taxes and assessments.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees , their 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 said premises are free from all encumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:

DAVID P. FORD

LINDA R. FORD

STATE OF IDAHO, COUNTY OF ADA

On this 23rd day of August , 1987 , before me, a notary public in and for said State, personally appeared DAVID P. FORD and LINDA R. husband and wife,

known to me to be the persons who s names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at Boise, Idaho
Comm. Expires 9/17/91

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at minutes past o'clock m., this day of 19 , in my office, and duly recorded in Book of Deeds at page

Ex-Officio Recorder

By Deputy.

Fees \$
Mail to:



PIONEER TITLE COMPANY
OF ADA COUNTY
1110 W. Jefferson St.
Boise, Idaho 83702 - 208 336-8700
Representing Pioneer National Title Insurance

6

EXHIBIT "A"

Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, EXCEPTING any portion included within the boundaries of Deer Flat Reservoir.

ALSO EXCEPTING THEREFROM:

A tract of land in the Westerly part of Government Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Beginning at the W 1/4 corner of said Section 17, Township 2 North, Range 2 West, Boise Meridian, the TRUE POINT OF BEGINNING;

Thence South 89° 59' East along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point;

Thence North 0° 11' East and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2;

Thence North 70° 30' West along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2;

Thence South 89° 56' West along North boundary line of Government Lot 2 a distance of 514.8 feet to a point;

Thence South 24° 36' West along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17;

Thence South 0° 10' West along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

RECORDED

8718868

SEP 2 PM 4 10

BY *[Signature]*
BILL A. STAKER
CANYON COUNTY RECORDER

NANPA LAND TITLE CO.
REQUESTED
TYPE *Deed*
FEE *1.50*
RECEIVED
Black

Grantee:
10766 Lakeside
Nampa, ID
83451

INSTRUMENT NO. - 8824192

DWIGHT F. BICKEL
8411 Fairview Avenue
Boise, Idaho 83704
Telephone: (208) 378-4166

Attorney for Plaintiffs

10:35

D. 13.3

TLCC

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

DAVID P. FORD and LINDA R.
FORD, husband and wife, and
JOSEPH H. MILLARD and ARLENE
MILLARD, husband and wife,

Plaintiffs,

vs.

PHILLIP Q. FERGUSON and
ROBBIN R. FERGUSON, husband
and wife, and HOME FEDERAL
SAVINGS AND LOAN ASSOCIATION
OF NAMPA, a corporation,

Defendants.

Case No. L - 38724

STIPULATION
AND ORDER

COME NOW, the plaintiffs and the defendants in the above
entitled action, by their respective attorneys, and stipulate as
follows:

1. Concurrently with execution of this stipulation,
Defendants PHILLIP Q. FERGUSON and ROBBIN R. FERGUSON, husband
and wife (hereafter referred to as "Defendants Ferguson"), have
executed and delivered to Plaintiffs a Quitclaim Deed, conveying
to Plaintiffs all of Defendants' right, title, and interest in the
real estate more particularly described upon Exhibit "A" attached
hereto and by this reference incorporated herein. Defendants

STIPULATION AND ORDER - Page 1

Ferguson waive, disclaim and release any further interest in the said real estate described upon Exhibit "A" hereto, including all rights of redemption.

2. Defendant HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF NAMPA, a corporation, hereby disclaims and releases all of its right, title and interest in the real estate described upon Exhibit "A" hereto, under or by reason of that certain Mortgage executed by Phillip Q. Ferguson and Robbin R. Ferguson, husband and wife, Mortgagors, to Home Federal Savings and Loan Association of Nampa, Mortgagee, recorded September 2, 1987, as Instrument No. 8718870, records of Canyon County, Idaho. It is expressly stipulated and agreed, however, that nothing herein contained shall be construed to release Defendants Ferguson from liability for payment of the indebtedness secured by said Mortgage, nor shall be construed to release the lien in favor of Home Federal Savings and Loan Association of Nampa on the remainder of the ground secured by said Mortgage.

3. Plaintiff's Complaint herein shall be dismissed with prejudice. Each party shall bear its own costs and attorney fees, except that Defendants Ferguson have, concurrently with execution of this stipulation, reimbursed plaintiffs for \$500.00 of Plaintiffs' costs and attorney fees incurred in this litigation.

4. All parties request that the Court enter an Order approving the agreements set forth herein.

DATED this 14 day of ~~September~~^{November}, 1988.

Dwight F. Bickel
DWIGHT F. BICKEL
Attorney for Plaintiffs

TWAY & ROSENHEIM

By William J. Tway
William J. Tway, of the firm
Attorneys for Defendants
Phillip Q. Ferguson and
Robbin R. Ferguson, husband
and wife

SCHILLER & SCHILLER, CHARTERED

By James E. Schiller
James E. Schiller
Attorneys for Defendant,
Home Federal Savings and
Loan Association of Nampa

ORDER

It is so ordered.

DATED this 2 day of December, 1988.

John G. ...
DISTRICT JUDGE

State of Idaho
County of Canyon

I hereby certify that the foregoing instrument
is a true and correct copy of the original and
same appears in this office.

DATED

12.6-88

NED J. KEER, Clerk of the District Court
and Ex-Officio Recorder

By Deputy
Deputy

EXHIBIT " A "

A tract of land in the Westerly part of Government Lot 2 in Section 17, Twp. 2 N., R. 2 W.B.M., Canyon County, Idaho and more particularly described as follows:

Beginning at the $\frac{W}{4}$ corner of said Section 17, Twp. 2 N., R. 2 W. B.M., the TRUE POINT OF BEGINNING;
 thence S. $89^{\circ}59'$ E. along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point;
 thence N. $0^{\circ}11'$ E. and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2;
 thence N. $70^{\circ}30'$ W. along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2;
 thence S. $89^{\circ}56'$ W. along North boundary line of Government Lot 2 a distance of 514.8 feet to a point;
 thence S. $24^{\circ}36'$ W. along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17;
 thence S. $0^{\circ}10'$ W. along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

EXCEPT the following parcel in the SW corner being all of that part Southwesterly of a line 25 feet distant Northeasterly from and parallel with the following described centerline of Lake Shore Drive Highway:

Beginning at Highway Station 535+91.3 which station is a point on a 19° curve to the left and being N. $0^{\circ}10'$ W. a distance of 303.6 feet from $\frac{W}{4}$ corner of Section 17;
 thence Southeasterly 475.7 feet along a 19° curve to the left having a central angle of $90^{\circ}23'$ left to Highway Station 540+67.0 said point being 303.6 feet East of the $\frac{W}{4}$ corner of Section 17, Twp. 2 N., R. 2 W.B.M.

REQUEST
Theresa M. [illegible]

BY *Colin [illegible]*
 CANYON COUNTY RECORDER

88 DEC 8 AM 11 49

RECORDED

8824192

INSTRUMENT NO. 8824193

QUITCLAIM DEED

For Value Received PHILLIP Q. FERGUSON and ROBBIN FERGUSON,
husband and wife,

do hereby convey, release, remise and forever quit claim unto DAVID P. FORD and LINDA
R. FORD, husband and wife; JOE and ARLENE MILLARD, husband and wife.

the following described premises, to-wit:

See attached Exhibit "A"

together with their appurtenances

Given.

Phillip Ferguson
Robbin Ferguson

STATE OF IDAHO, COUNTY OF
On this 30 day of Sept. 1988,
before me, a notary public in and for said State, personally
appeared:

Phillip Ferguson
and Robbin Ferguson

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that they executed the same

David P. Ford
Linda R. Ford

Notary Public
Idaho

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock p.m.,
1988, in my office and duly recorded in Book
of Deeds at page _____

William R. Rasmussen

By

Deputy

Notary Public
Idaho

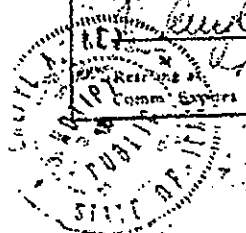


EXHIBIT "A"

A tract of land in the Westerly part of Government Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at the West quarter corner of said Section 17, Township 2 North, Range 2 West, Boise Meridian, the TRUE POINT OF BEGINNING; thence South 89° 59' East along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point; thence North 0° 11' East and being 3 feet East of the East edge of the concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2; thence North 70° 30' West along Northeasterly lot line 196.34 feet to a point on the North boundary line of Government Lot 2; thence South 89° 56' West along North boundary line of Government Lot a distance of 514.8 feet to a point; thence South 24° 36' West along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17; thence South 0° 10' West along the centerline of Lake Shore Drive a distance of 1123.32 feet to POINT OF BEGINNING.

EXCEPTING THEREFROM the following parcel in the Southwest corner, being all of that part Southwesterly of a line 25 feet distant Northeasterly from and parallel with the following described centerline of Lake Shore Drive Highway:

Beginning at Highway Station 535+91.3 which station is a point on a 19° curve to the left and being North 0° 10' West a distance of 303.6 feet from the West Quarter corner of Section 17; thence Southwesterly 475.7 feet along a 19° curve to the left having a central angle of 90° 23' left to Highway Station 540+67.0, said point being 303.6 feet East of the West Quarter of Section 17.

8824193

RECORDED

88 OCT 8 AM 11 49

CANYON COUNTY RECORDER
BY *C. J. [illegible]*

WITNESSES
David L. [illegible]
John [illegible]

WARRANTY DEED

FOR VALUE RECEIVED PHILLIP Q. FERGUSON AND ROBBIN R. FERGUSON, HUSBAND & WIFE

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto MARTIN L. FINCH AND MARGARET H. FINCH, BOTH UNMARRIED INDIVIDUALS,

GRANTEE(S), whose current address is: CANYON County, State of Idaho, the following described real property in more particularly described as follows, to wit:

As set forth on the attached EXHIBIT "A", which by this reference becomes a part hereof.

SUBJECT TO that certain Mortgage dated August 19, 1976, and recorded August 20, 1976, as Instrument No. 781625 records of CANYON County, Idaho, in favor of HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF NAMPa in the amount of \$70,000.00, which Mortgage the Grantee(s) herein assume and agree to pay according to the terms thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s) that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way, and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 14, 1991

PHILLIP Q. FERGUSON

ROBBIN R. FERGUSON

STATE OF IDAHO County of CANYON ss.

On this 14 day of May in the year of 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Phillip Q. Ferguson & Robbin R. Ferguson known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that they executed the same

Donna R. Bixler
NOTARY PUBLIC
Residing at Nampa, Idaho
My Commission Expires 3/4/97

This form furnished courtesy of

STEWART TITLE OF IDAHO, Inc.



Order No.: ST-91004365-MH/DB

EXHIBIT "A"

LOT 2 IN SECTION 17, TOWNSHIP 2 NORTH, RANGE 2 WEST,
BOISE MERIDIAN, CANYON COUNTY, IDAHO,

EXCEPTING ANY PORTION INCLUDED WITHIN THE BOUNDARIES OF
DEER FLAT RESERVOIR.

ALSO EXCEPTING THEREFROM:

A TRACT OF LAND IN THE WESTERLY PART OF GOVERNMENT LOT 2
IN SECTION 17, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE
MERIDIAN, CANYON COUNTY, IDAHO, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 17,
TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN, THE TRUE POINT
OF BEGINNING; THENCE
SOUTH 89 DEGREES 59' EAST ALONG CENTERLINE OF LAKE SHORE
DRIVE, ALSO BEING THE SOUTH BOUNDARY LINE OF GOVERNMENT
LOT 2, A DISTANCE OF 794.2 FEET TO A POINT; THENCE
NORTH 0 DEGREES 11' EAST AND BEING 3 FEET EAST OF THE EAST EDGE OF A
CONCRETE DITCH A DISTANCE OF 1261.8 FEET TO A POINT ON
THE NORTHEASTERLY LOT LINE OF GOVERNMENT LOT 2; THENCE
NORTH 70 DEGREES 30' WEST ALONG NORTHEASTERLY LOT LINE 198.34
FEET TO A POINT ON THE NORTH BOUNDARY LINE OF
GOVERNMENT LOT 2; THENCE
SOUTH 89 DEGREES 56' WEST ALONG NORTH BOUNDARY LINE OF
GOVERNMENT LOT 2 A DISTANCE OF 514.8 FEET TO A
POINT; THENCE
SOUTH 24 DEGREES 36' WEST ALONG NORTHWESTERLY LOT LINE
OF GOVERNMENT LOT 2 A DISTANCE OF 223.08 FEET TO
CENTERLINE OF LAKE SHORE DRIVE ALSO WEST. SECTION LINE
OF SAID SECTION 17; THENCE
SOUTH 0 DEGREES 10' WEST ALONG THE CENTERLINE OF LAKE SHORE
DRIVE A DISTANCE OF 1123.32 FEET TO POINT OF BEGINNING.

EXHIBIT
TYPE *Lead* ST-91004365-MH/DB
STEWART - NAMP

BY *C. H. H. H.*
CANYON COUNTY RECORDER

'91 PM 15 PM 3 44

RECORDED

9109239

GOFF
M.H. 2
M.H. 2

REQUEST
 STEWART - NAMPA
 7/15/54

BY *C. Smith*
 CANYON CHIEF RECORDER

91 MAY 15 PM 3 44

RECORDED

9109241

Martin L. Finch and Margaret H. Finch,
 Husband and Wife, Parties of the First Part

And

Joseph H. Millard and Arlene Millard
 Husband and Wife

And

David P. Ford, A Single Man, Parties of the Second Part

WITNESSETH: THAT WHEREAS, the parties of the first part are the owners of the following described real property situated in Canyon County, State of Idaho, to-wit:

Attached as Exhibit A

AND WHEREAS, the parties hereto have a well upon the above said lands to obtain water for irrigation and other purposes, and have furnished for the said well a pump, motor and pumping equipment.

NOW THEREFORE, it is mutually understood and agreed that each of said parties hereto shall own an equal undivided 1/2 interest in and to said well, motor and pumping equipment and pump, and each of said parties shall be entitled to the use of 1/2 of the water from the said well for irrigation or other purposes, upon their and each of their respective lands, to-wit, the above described lands of the first part and the following described lands of the second part:

ATTACHED AS EXHIBIT B

Provided, however, that each of the parties hereto shall be and hereby agree to become obligated to pay the equal 1/2 of all cost and expenses of the maintenance, repairs, and operation of the said well, pump, motor and pumping equipment, and each of said parties hereby agree to pay each 1/2 thereof as the same becomes due and payable.

It is further understood and agreed that the said parties of the second part shall have the right to maintain, at their own expense, a ditch or other means for the conveying of their 1/2 of said water from said well, from the point where well is located over and across the lands of the first parties and to the said lands of the second parties.

It is further understood and agreed that the right to the use of 1/2 of the water from the said well shall be a right appurtenant to and running with the land of said parties of the second part above described, and that the said parties of the second part shall have and are hereby granted an easement upon the said lands of the first parties, or that portion thereof that is necessary or requisite for the convenient use of said well, pump, motor, and pumping equipment and the said ditch or other structure used by the parties of the second part for conveying their 1/2 of said water from the said well on to their said lands, and that each of the said parties hereto shall at all times have the right of ingress and egress from and to said well, and the right of inspection thereof and of the equipment aforesaid. It is also agreed that each party shall be entitled to the use of the water on a seven day rotation. This schedule may be altered by mutual consent. Each party shall be responsible for filing for adjudication of their interest in said well.

It is further mutually understood and agreed that, if either of the said parties shall fail at any time to pay their 1/2 of the expense of maintenance, repairs, and/or operation of said well and well equipment, promptly when, if and as the same becomes due and payable, such failure shall, at the option of the other party, give such other party the right to declare forfeiture of any and all right of the party so failing to perform his agreement to any further use of the 1/2 of said water from said well, or any part thereof, and/or of the use of said pump, motor, and/or pumping equipment and a written notice of such forfeiture shall be sufficient to terminate the right to further use of the same until such time as all amounts due and owing in the payment shall have been fully paid.

It is mutually understood and agreed and the parties hereto expressly agree that the said well, pump, motor, and well equipment shall at all times be kept and maintained in good working condition so as to deliver and furnish the parties with the best possible supply of water for the purposes intended aforesaid.

It is further understood and agreed that the provisions of this agreement shall be and remain in full force and effect unless and until this agreement be nullified, or altered or modified in any agreement in writing executed by the parties in the same manner as this agreement is executed.

It is mutually agreed that this agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

Martin L. Finch
Martin L. Finch

Margaret H. Finch
Margaret H. Finch
Parties of the First Part

Joseph H. Millard
Joseph H. Millard

Arlene Millard
Arlene Millard

David P. Ford
David P. Ford
Parties of the Second Part

PAUL JAMES FORD
JULY 15 1917
JULY 15 1917
JULY 15 1917

Subscribed and sworn to before me on this 15th day of July 1917, at the County of Idaho, State of Idaho, by the parties of the first part, to-wit: Martin L. Finch and Margaret H. Finch, Joseph H. Millard and Arlene Millard, and David P. Ford, a Single Man, before me, a Notary Public, and for the State of Idaho.

Remains in Name, State
Appointed as Officer Perpetual

Finch

EXHIBIT "A"

Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, EXCEPTING any portion included within the boundaries of Deer Flat Reservoir.

ALSO EXCEPTING THEREFROM:

A tract of land in the Westerly part of Government Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Beginning at the W 1/4 corner of said Section 17, Township 2 North, Range 2 West, Boise Meridian, the TRUE POINT OF BEGINNING;

Thence South 89° 59' East along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point;

Thence North 0° 11' East and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2;

Thence North 70° 30' West along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2;

Thence South 89° 56' West along North boundary line of Government Lot 2 a distance of 514.8 feet to a point;

Thence South 24° 36' West along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17;

Thence South 0° 10' West along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

Ford / Millard

EXHIBIT "B"

A tract of land in the Westerly part of Government Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at the West quarter corner of said Section 17, Township 2 North, Range 2 West, Boise Meridian, the TRUE POINT OF BEGINNING; thence South $89^{\circ} 59'$ East along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point; thence North $0^{\circ} 11'$ East and being 3 feet East of the East edge of the concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2; thence North $70^{\circ} 30'$ West along Northeasterly lot line 198.34 feet to a point on the North boundary line of Government Lot 2; thence South $89^{\circ} 56'$ West along North boundary line of Government Lot a distance of 514.8 feet to a point; thence South $24^{\circ} 36'$ West along Northwesterly Lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17; thence South $0^{\circ} 10'$ West along the centerline of Lake Shore Drive a distance of 1123.32 feet to POINT OF BEGINNING.

EXCEPTING THEREFROM the following parcel in the Southwest corner, being all of that part Southwesterly of a line 25 feet distant Northeasterly from and parallel with the following described centerline of Lake Shore Drive Highway:

Beginning at Highway Station 535+91.3 which station is a point on a 19° curve to the left and being North $0^{\circ} 10'$ West a distance of 303.6 feet from the West Quarter corner of Section 17; thence Southeasterly 475.7 feet along a 19° curve to the left having a central angle of $90^{\circ} 23'$ left to Highway Station 540+67.0, said point being 303.6 feet East of the West Quarter of Section 17.

QUITCLAIM DEED

FOR VALUE RECEIVED JOSEPH H. MILLARD and ARLENE MILLARD, husband and wife

do hereby convey, release, remise and forever quit claim

unto DAVID P. FORD, an unmarried person

whose address is

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE:

together with their appurtenances.

Dated: JULY 17, 1992

Joseph H. Millard Arlene Millard
JOSEPH H. MILLARD ARLENE MILLARD

STATE OF IDAHO

COUNTY OF CANYON

On this 17th day of July, 1992, before me a notary public, personally appeared JOSEPH H. MILLARD AND ARLENE MILLARD known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged

to me that they executed the same.

Steffani Sante



PIONEER TITLE COMPANY
OF CANYON COUNTY

100 SOUTH MAIN STREET
NASHVILLE, TENNESSEE 37203

425 SOUTH KIMBALL
CAMPBELL, ID 83405

EXHIBIT "A"

PARCEL 1:

This parcel is a portion of Government Lot 2 of Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 2; thence South 89° 59' 00" East along the Southerly boundary of said government Lot 2 a distance of 793.49 feet (of record 794.2 feet) to a point which lies on the Southerly projection of a line lying 3.00 feet Easterly from and parallel with the East edge of an existing concrete irrigation ditch; thence North 0° 15' 49" East (of record North 0° 11' East) along said parallel line a distance of 428.67 feet to the TRUE POINT OF BEGINNING; thence North 89° 59' 00" West parallel with the said Southerly boundary of said Government Lot 2 a distance of 280.00 feet; thence North 0° 15' 49" East a distance of 466.71 feet; thence South 89° 59' 00" East parallel with said Southerly boundary a distance of 280.00 feet to the aforementioned 3.00 foot off-set line; thence South 0° 15' 49" West a distance of 466.71 feet to the TRUE POINT OF BEGINNING.

PARCEL 11:

A non exclusive perpetual easement 28 feet in width for the purpose of ingress and egress over, across and under the following:

COMMENCING at the Southwest corner of said Government Lot 2;

Thence South 89° 59' 00" East along the Southerly boundary of said Government Lot 2 a distance of 793.49 feet (of record 794.2 feet) to a point which lies on the Southerly projection of a line lying 3.00 feet Easterly from and parallel with the East edge of an existing concrete irrigation ditch; thence North 0° 15' 49" East along said parallel line a distance of 428.67 feet; thence North 89° 59' 00" West parallel with said Southerly boundary a distance of 280.00 feet; thence North 0° 15' 49" East a distance of 195.71 feet to the TRUE POINT OF BEGINNING; thence South 33° 49' 28" West a distance of 266.18 feet; thence South 80° 46' 05" West a distance of 89.75 feet; thence South 60° 41' 01" West a distance of 234.83 feet; thence South 27° 54' 20" West a distance of 71.29 feet to a point on the Easterly boundary of the highway right-of-way described in right of way deed filed in Book 141 of Deeds at Page 201 and filed as Instrument No. 256942, records of Canyon County, Idaho; thence Northwesterly following said Easterly right of way 41.07 feet along the arc of a curve to the right having a central angle of 8° 28' 04", a radius of 377.91 feet and a long chord which bears North 15° 07' 14" West a distance of 41.04 feet; thence North 27° 54' 20" East a distance of 49.52 feet; thence North 60° 41' 01" East a distance of 248.03 feet; thence North 80° 46' 05" East a distance of 82.55 feet; thence North 33° 49' 28" East a distance of 296.23 feet; thence South 0° 15' 49" West a distance of 50.65 feet to the TRUE POINT OF BEGINNING of said easement.

RECORDED
1992 JUL 24 PM 12:19
CANYON COUNTY
CLERK
BY
NOTARIAL PUBLIC
PORTER - JAMES
IDAHO

3216908

PN 34273 10/21/92 11:11 AM 5,514.00

QUITCLAIM DEED

FOR VALUE RECEIVED LINDA R. FORD, a divorced person
do hereby convey, release, remise and forever quit claim
unto DAVID P. FORD, an unmarried person
whose address is

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY
REFERENCE:

together with their appurtenances.

Dated: JULY 17, 1992

Linda R. Ford
LINDA R. FORD

STATE OF IDAHO

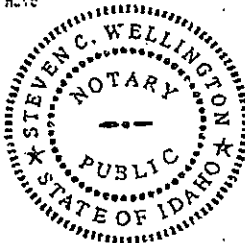
COUNTY OF CANYON

On this 21st day of JULY, 1992, before me a notary
public personally appeared LINDA R. FORD, known or identified
to me to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they have
executed the same.

Steven C. Wellington
Notary Public

Residing at MOREHEAD, Idaho

My commission expires 1997



PIONEER TITLE COMPANY
OF CANYON COUNTY

100 SOUTH AVE SOUTH
CAMPBELL, ID 83605

273 SOUTH KIMBALL
CAMPBELL, ID 83605

EXHIBIT "A"

PARCEL 1:

This parcel is a portion of Government Lot 2 of Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 2; thence South 89° 59' 00" East along the Southerly boundary of said government Lot 2 a distance of 793.49 feet (of record 794.2 feet) to a point which lies on the Southerly projection of a line lying 3.00 feet Easterly from and parallel with the East edge of an existing concrete irrigation ditch; thence

North 0° 15' 49" East (of record North 0° 11' East) along said parallel line a distance of 428.67 feet to the TRUE POINT OF BEGINNING; thence

North 89° 59' 00" West parallel with the said Southerly boundary of said Government Lot 2 a distance of 280.00 feet; thence

North 0° 15' 49" East a distance of 466.71 feet; thence South 89° 59' 00" East parallel with said Southerly boundary a distance of 280.00 feet to the aforementioned 3.00 foot off-set line; thence

South 0° 15' 49" West a distance of 466.71 feet to the TRUE POINT OF BEGINNING.

PARCEL 11:

A non exclusive perpetual easement 28 feet in width for the purpose of ingress and egress over, across and under the following:

COMMENCING at the Southwest corner of said Government Lot 2;

Thence South 89° 59' 00" East along the Southerly boundary of said Government Lot 2 a distance of 793.49 feet (of record 794.2 feet) to a point which lies on the Southerly projection of a line lying 3.00 feet Easterly from and parallel with the East edge of an existing concrete irrigation ditch; thence

North 0° 15' 49" East along said parallel line a distance of 428.67 feet; thence

North 89° 59' 00" West parallel with said Southerly boundary a distance of 280.00 feet; thence

North 0° 15' 49" East a distance of 195.71 feet to the TRUE POINT OF BEGINNING; thence

South 33° 49' 28" West a distance of 266.18 feet; thence

South 80° 46' 05" West a distance of 89.75 feet; thence

South 60° 41' 01" West a distance of 234.83 feet; thence

South 27° 54' 20" West a distance of 71.29 feet to a point on

the Easterly boundary of the highway right-of-way described in right of way deed filed in Book 141 of Deeds at Page 201 and filed as Instrument No. 256043, records of Canyon County, Idaho; thence Northwesterly following said Easterly right of way 41.07 feet along the arc of a curve to the right having a central angle of 8° 28' 04", a radius of 277.91 feet and a long chord which bears North 15°

07' 14" West a distance of 41.04 feet; thence

North 27° 54' 20" East a distance of 49.52 feet; thence

North 60° 41' 01" East a distance of 248.03 feet; thence

North 80° 46' 05" East a distance of 82.55 feet; thence

North 33° 49' 28" East a distance of 296.23 feet; thence

South 0° 15' 49" West a distance of 50.65 feet to the TRUE POINT OF BEGINNING of said easement.

NOTARY PUBLIC - NAMPA
M. D. Reed, Notary Public

CANYON COUNTY RECORDS
by M. D. Reed, Notary Public

'92 JUL 22 PM 12 09

RECORDED

9216410

QUITCLAIM DEED

FOR VALUE RECEIVED ELMER TIEGS

do hereby convey, release, remise and forever quit claim

unto DAVID P. FORD, an unmarried person

whose address is

the following described premises, to-wit:

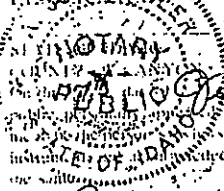
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY
REFERENCE:

This Quitclaim Deed is being executed to release that certain unrecorded lease with certain
terms, covenants, conditions and provisions as disclosed by a Subordination of Lease
recorded June 12, 1984 as Instrument No. 841-075, records of Canyon County, Idaho.

together with their appurtenances

Dated JULY 17, 1992

Elmer Tieg
ELMER TIEGS



Jay Kintler
Notary Public
Residing at *Hampton*, Idaho
My commission expires *10-29-93*

PIONEER TITLE COMPANY
OF CANYON COUNTY

23 SOUTH KIMBALL
COLDWELL, ID 83605

EXHIBIT "A"

PARCEL I:

This parcel is a portion of Government Lot 2 of Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southwest corner of said Government Lot 2; thence South 89° 59' 00" East along the Southerly boundary of said government Lot 2 a distance of 793.49 feet (of record 794.2 feet) to a point which lies on the Southerly projection of a line lying 3.00 feet Easterly from and parallel with the East edge of an existing concrete irrigation ditch; thence

North 0° 15' 49" East (of record North 0° 11' East) along said parallel line a distance of 428.67 feet to the TRUE POINT OF BEGINNING; thence

North 89° 59' 00" West parallel with the said Southerly boundary of said Government Lot 2 a distance of 280.00 feet; thence North 0° 15' 49" East a distance of 466.71 feet; thence

South 89° 59' 00" East parallel with said Southerly boundary a distance of 280.00 feet to the aforementioned 3.00 foot off-set line; thence

South 0° 15' 49" West a distance of 466.71 feet to the TRUE POINT OF BEGINNING.

PARCEL II:

A non exclusive perpetual easement 28 feet in width for the purpose of ingress and egress over, across and under the following:

COMMENCING at the Southwest corner of said Government Lot 2;

Thence South 89° 59' 00" East along the Southerly boundary of said Government Lot 2 a distance of 793.49 feet (of record 794.2 feet) to a point which lies on the Southerly projection of a line lying 3.00 feet Easterly from and parallel with the East edge of an existing concrete irrigation ditch; thence

North 0° 15' 49" East along said parallel line a distance of 428.67 feet; thence

North 89° 59' 00" West parallel with said Southerly boundary a distance of 280.00 feet; thence

North 0° 15' 49" East a distance of 195.71 feet to the TRUE POINT OF BEGINNING; thence

South 33° 49' 28" West a distance of 266.18 feet; thence

South 80° 46' 05" West a distance of 89.75 feet; thence

South 60° 41' 01" West a distance of 234.83 feet; thence

South 27° 54' 20" West a distance of 71.29 feet to a point on

the Easterly boundary of the highway right-of-way described in right of way deed filed in Book 141 of Deeds at Page 201 and filed as Instrument No. 256043, records of Canyon County, Idaho; thence Northwesterly following said Easterly right of way 41.07 feet along the arc of a curve to the right having a central angle of 8° 28' 04", a radius of 277.91 feet and a long chord which bears North 15° 07' 14" West a distance of 41.04 feet; thence

North 27° 54' 20" East a distance of 49.52 feet; thence

North 60° 41' 01" East a distance of 248.03 feet; thence

North 80° 46' 05" East a distance of 82.55 feet; thence

North 33° 49' 28" East a distance of 296.23 feet; thence

South 0° 15' 49" West a distance of 50.65 feet to the TRUE

POINT OF BEGINNING of said easement.

9216411
RECORDED
JUL 22 PM 12 09
REC. - C.F.R.
CANYON CNT. RECORDER
BY *[Signature]*
REQUESTED BY *[Signature]*
PIONEER - NAMPA
TYPE *Deed* RE *6-02*

9330018

ASSIGNMENT OF WELL AND WATER RIGHTS

KNOW ALL PERSONS BY THESE PRESENTS:

IN CONSIDERATION of payment of the sum of \$4,000.00 the receipt of which is hereby acknowledged, DAVID P. FORD, a single man, and JOSEPH H. MILLARD and ARLENE MILLARD, husband and wife, whose address is 10850 Lake Shore Drive, Nampa, Canyon County, Idaho 83686, hereinafter referred to as "Assignors", do hereby sell, transfer, assign and convey to MARTIN L. FINCH and MARGARET H. FINCH, husband and wife, whose address is 10766 Lake Shore Drive, Nampa, Canyon County, Idaho 83686, hereinafter referred to as "assignees", the following property and rights:

An UNDIVIDED ONE-HALF INTEREST in and to that certain well situated upon the real property more particularly described upon Exhibit "A" attached hereto and by this reference incorporated herein, together with all pumps, pipes, and accessories of every nature whatsoever used in connection with the operation of said well:

TOGETHER WITH all of Assignors' water rights with respect to the water from said well.

Assignors represent and warrant that they have the full and unencumbered right to sell, transfer, assign, and convey the above described property and rights; that they have the good and marketable title thereto; and that the property and rights conveyed hereby are free from all liens, security interests, or other charges or encumbrances thereon of every nature whatsoever. Assignors further covenant that they will execute and deliver to Assignees, upon request, such other and further documents of title and instruments of conveyance as shall be reasonably required to vest in Assignees good and marketable title to said property and rights.

EXHIBIT "A"

Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, EXCEPTING any portion included within the boundaries of Deer Flat Reservoir.

ALSO EXCEPTING THEREFROM:

A tract of land in the Westerly part of Government Lot 2 in Section 17, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, and more particularly described as follows:

Beginning at the West quarter corner of said Section 17, Township 2, North, Range 2 West, Boise, Meridian, the TRUE POINT OF BEGINNING;

Thence South $89^{\circ}59'$ East along centerline of Lake Shore Drive, also being the South boundary line of Government Lot 2, a distance of 794.2 feet to a point;

Thence North $0^{\circ}11'$ East and being 3 feet East of the East edge of a concrete ditch a distance of 1261.8 feet to a point on the Northeasterly lot line of Government Lot 2;

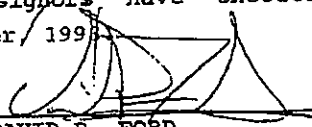
Thence North $70^{\circ}30'$ West along Northeasterly lot line 198.34 feet to a point of the North boundary line of Government Lot 2;

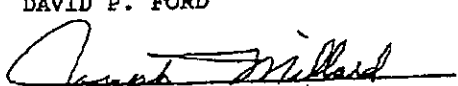
Thence South $89^{\circ}56'$ West along North boundary line of Government Lot 2 a distance of 514.8 feet to a point;

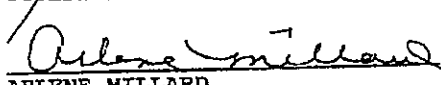
Thence South $24^{\circ}36'$ West along Northwesterly lot line of Government Lot 2 a distance of 223.08 feet to centerline of Lake Shore Drive also West Section line of said Section 17;

Thence South $0^{\circ}10'$ West along the centerline of Lake Shore Drive a distance of 1123.32 feet to Point of Beginning.

IN WITNESS WHEREOF, Assignors, have executed this instrument on the 7th day of December, 1993.


DAVID P. FORD

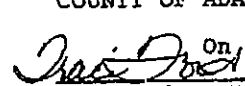

JOSEPH H. MILLARD


ARLENE MILLARD

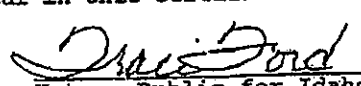
STATE OF IDAHO)

COUNTY OF ADA)

ss.

On this 7th day of December, 1993, before me, , a Notary Public in and for said State, personally appeared DAVID P. FORD, JOSEPH H. MILLARD AND ARLENE MILLARD, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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


Notary Public for Idaho
Residing at Nampa, Idaho
My Commission Expires: 6/23/98



REQUEST 11/27/93
TYPE Price FEE 9.00

CANYON CO. CLERK
U. S. DEPT. OF JUSTICE

93 DEC 8 PM 2 31

RECORDED

9330018