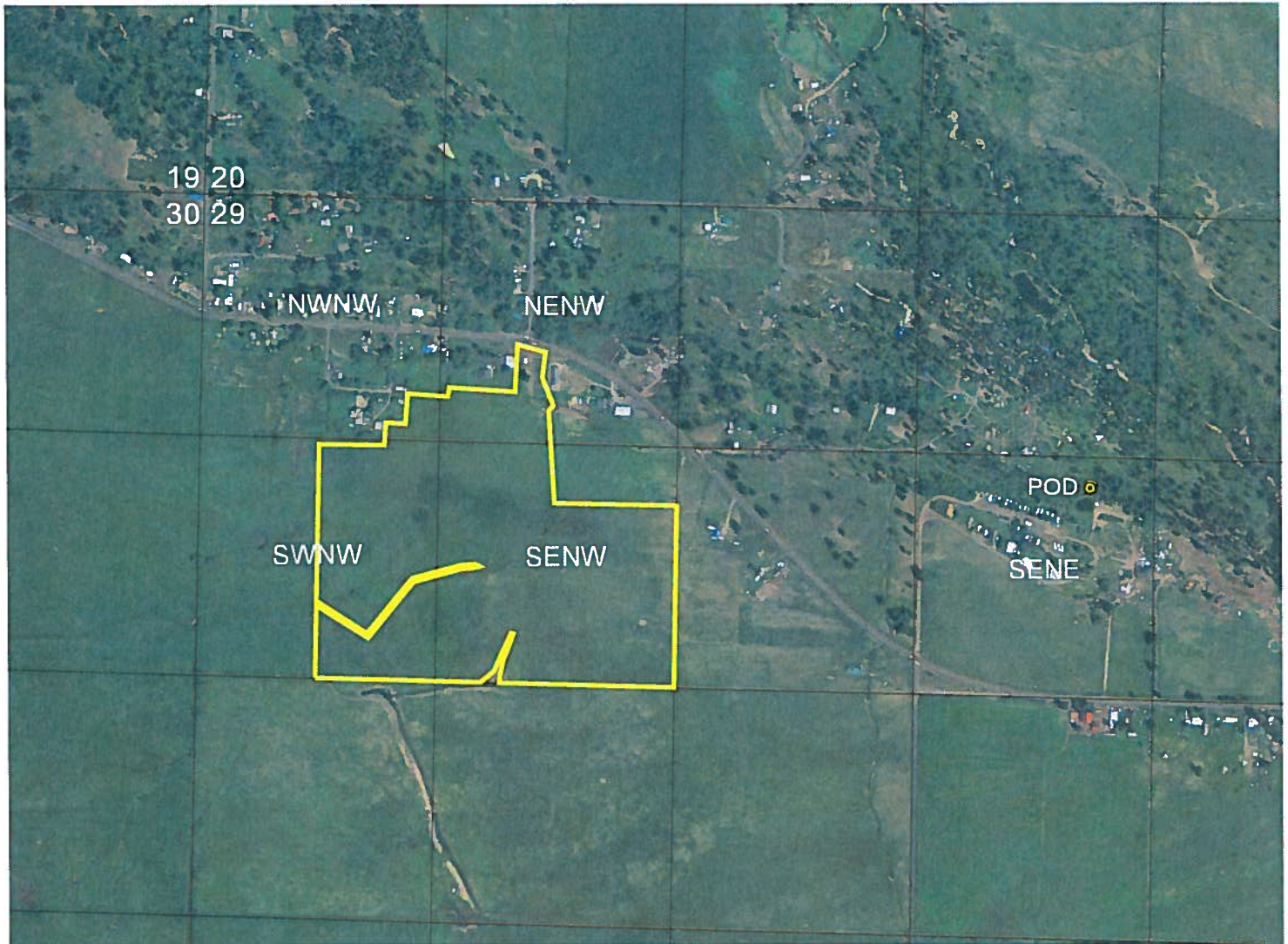


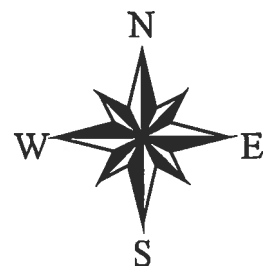
78-12135 78-12140 78-12143 & 78-12146



600 0 600 1200 1800 2400 3000 Feet

T19N R02E S29

Map prepared by: Carter Fritschle
Date prepared: 01/04/06
2004 NAIP Photography
Idaho Department of Water Resources



01/12/2006

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

RIGHT NUMBER: 78-12135
NAME AND ADDRESS: GARY C SWIFT
PO BOX S
NEW MEADOWS ID 83654

LYNDA L SWIFT
PO BOX S
NEW MEADOWS ID 83654

SOURCE: WEST BRANCH GOOSE CREEK TRIBUTARY: LITTLE SALMON RIVER
QUANTITY: 0.053 CFS
PRIORITY DATE: 05/01/1878
POINT OF DIVERSION:

T19N R02E S29 SENE Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.053 CFS

PLACE OF USE: IRRIGATION Within ADAMS County

T19N R02E S29	NENW	4.70	T19N R02E S29	NWNW	1.30
T19N R02E S29	SWNW	19.00	T19N R02E S29	SENW	34.00

59 ACRES TOTAL

This right is limited to the irrigation of 3.3 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 59 acres in a single irrigation season.
Combined Right Nos.: 78-12135, 78-12140, 78-12143 and 78-12146

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

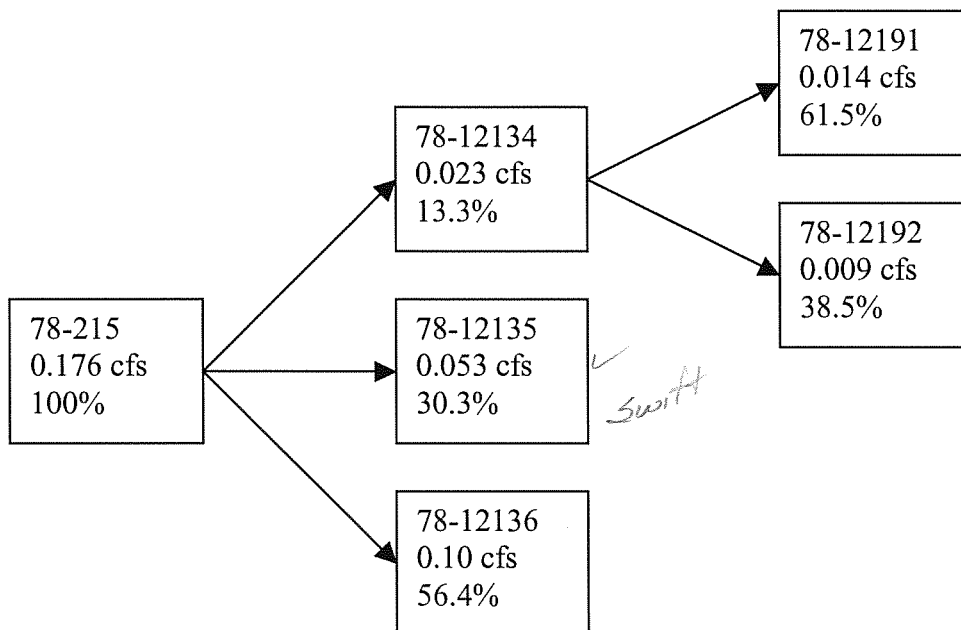
Water is delivered through Cal White Canal.

Use of this right is combined with water from Goose Lake Reservoir Company.

This right is a split from former right 78-215.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Splits of 78-215



78-215 Claimed on 210 acres in SRBA – only 195 acres owned by claimant in claimed POU

78-12134 = 26 of 195 acres

78-12135 = 59 of 195 acres

78-12136 = 110 of 195 acres

78-12191 = 16 of 26 acres

78-12192 = 10 of 26 acres



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

June 4, 2001

Gary or Lynda Swift
PO Box S
New Meadows, ID 83654

Re: Change of ownership on rights 78-215, 78-216A, 78-217A, and 78-4287.

Dear Lynda and Gary:

After a long wait we have finally been able to process your change of ownership on the above mentioned rights. These rights were fairly complicated to split, so I want to go over each right to explain the split. Keep in mind that when we process change of ownership on rights we are splitting or transferring ownership of that which was claimed, and this is not an actual determination of the water right itself. The water right claims in basin 78 are slated to be investigated as part of the Snake River Basin Adjudication (SRBA) in 2003.

- Rights 78-215, 78-216, and 78-217 were all decreed at 8/10 of an inch of water per acre, and all claimed 210 acres of irrigation in the SRBA.
- Based on your warranty deed, you have 59 acres of land covered under the lands claimed in the SRBA. 4 acres in the NENW, 20 acres in the SWNW, and 35 acres in the SENW.

❖ Water right 78-215, your portion of this split is water right 78-12135

This right was originally decreed for 8.8 miner's inches of water, or 0.176 cfs. At 8/10 of an inch this equated to 7.04 acres of irrigation. To determine your portion of this right $0.176\text{cfs}/210\text{ acres} \times 59\text{ acres} = 0.049\text{ cfs}$.

❖ Water right 78-216A, your portion of this split is water right 78-12140

Right 78-216 was originally decreed for 56.8 miner's inches, or 1.136 cfs, and 45.4 acres. This right was split into an A and B portion. The A portion received 0.96 cfs. $0.96\text{ cfs}/210\text{ acres} \times 59\text{ acres} = .27\text{ cfs}$

❖ Water right 78-217A, your portion of this split is water right 78-12143

Right 78-217 was originally decreed for 80.8 miner's inches or 1.616 cfs and 64.6 acres. This right was split into an A and B portion. The A portion received 0.48 cfs. $0.48 \text{ cfs} / 210 \text{ acres} \times 59 \text{ acres} = .13 \text{ cfs}$.

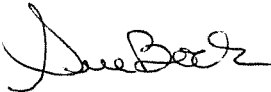
From all three decreed rights your portion of water comes to 0.45 cfs or 22.5 miners inches.

❖ Water right 78-4287, your portion of this split is water right 78-12146

Right 78-4287 is a beneficial use claim, claimed at 210 acres and 3.0 cfs. $3.0 \text{ cfs} / 210 \text{ acres} \times 59 \text{ acres} = 0.84 \text{ cfs}$.

I hope this information is helpful. If you have any questions, please give me a call. Once again, I apologize for the delay in processing this information.

Sincerely,



Sue Bock
Sr. Water Resource Agent
Western Region.

SB

Enclosures: Water right claims

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 78-12135

Date Received: 6/3/88

Receipt No:

Received By:

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

1. Name of Claimant(s): GARY C SWIFT
PO BOX S
NEW MEADOWS ID USA 83654

Phone: (208)347-2242

LYNDA L SWIFT
PO BOX S
NEW MEADOWS ID USA 83654

Phone: (208)347-2242

2. Date of Priority: 05/01/1878

3. Source: GOOSE CREEK Trib. to: LITTLE SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
19N	02E	28	SE SW NE	ADAMS	
19N	02E	29	NE SW NE	ADAMS	
19N	02E	28	NE SW NW	ADAMS	

*See original
map in #
78-12134*

5. Description of diverting works:

HEADGATE FROM SOUTH OF GOOSE CREEK INTO CAL WHITE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/15	0.049 0.053	

7. Total Quantity Appropriated is:

0.049 C.F.S.

0.053

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
19N	02E	29	NE NW		IRRIGATION	4
			SW NW		IRRIGATION	20
			SE NW		IRRIGATION	35
					Section Acres	59
					Total Acres	59

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 78-215. DB 6/8/2001

15. Basis of Claim: Decreed

05/27/1998 10:41 2083342348

IDWR WESTERN

PAGE 02

Form 42-248(42-1409(6)) 1/9/97

**STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES**

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s): 78-215 split to
Adjudication Claim No(s): 78-12134, -12135 + -12346 12134
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: Neil L. Tassano + Katherine Tassano
McCall, Idaho 83638
4. New Owner/Claimant(s): Gary C and Lynda L. Swift
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address: P. O. Box 5
City, State and ZIP Code: New Meadows, Idaho 83654
New Telephone Number: (208) 347-2242
5. Date you acquired the property: 12-9-97
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 60 Number and type of stock 300 Cattle
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s): Gary C Swift or Lynda L. Swift
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

✓ 78-215, 216A, 217A + 4287

all should go to Tassano
(no need to send out changes at this point)

78-215 210 acres 0.176 cfs

decreased for 8.8 miners inches

$8.8" \times .8 = 7.04$ acres from the decree

→ According to currently deed Swift
has 59 acres of water Rights

NENW 4 acres SWNW 20 acres SENW 35 acres

$$.176 \div 210 \text{ acres} \times 59 \text{ acres} = \text{~~0.055~~ } 0.049$$

→ according to currently deed for Johnson

40 acres in the NWSW + 37 acres NESW = 77 acres

$$.176 \div 210 \text{ acres} \times 77 \text{ acres} = \text{0.065 cfs}$$

78-215

78-12134

Tassano

78-12135

Swift

78-12136

Johnson

0.065 cfs

0.062 cfs

NESW 3 ✓

NENW 16 ✓

SENE 5 ✓

SWNE 10 ✓

NWSE 40 ✓

74 acres

0.049 cfs

NENW 4 ✓

SWNW 20 ✓

SENE 35 ✓

59

NWSW ~~37~~

NESW ~~37~~

37

77

received Parcel 1 + Meadows
contains lots 5-24
Block 8 & 8'2" of lot

78-00215 thru 04287 -

Indian NENW - 4 acres

Not in
decree SWNW - 20 acres

Indian SENW - 35 acres

59 acres of water etc.

8/10 th	00215 - .05 cfs - 1878	} .45 cfs 22.5" Dashed line "
1 st of 1 st acre	00216A - .27 cfs - 1889	
	00217A - .13 cfs - 1918	
	04287 - .84 cfs - 1890 (not decreed)	FLOOD H2O
	1.29 = 65" of water	

~~at 8/10th of 1st acre
to 2nd of 1st acre~~

Need Howell's Addition
Map

Do they own any of Howell's Paid Addition.

*

Need to file claim for stockwater
from spring in the Mitchell Glenn
ditch - decreed its date back to
1895. See map.

No Goose Lake Res. H2O.

Granite River Lake Water Assn. - 12% - Swifts
will be supplying artificial.

76 shares Goose Lake
78-00215 - .176 cfs

3:15

00216 - 1.136 cfs = 45.4 acres

00217 - 1.616

04287 - 3 cfs

? 10026 - .04

78-00215 - 6 Passano's

Does not

SWNE - 16 acres

include the

E 1/2 SWNW - 20 acres

JOHNSON'S

~~NE 1/2 SE~~ ^{OK} - 40

SENE - 40 acres

NENE - 20

N 1/2 SW - 80 acres

60

150 acres

~~NE 1/2 SE (Barringer Addition)~~

SWNE (Rowell's Addition)

OK on A78-04103, 04104 vs A79-04126A

A79-04126B

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That DONALD J. CRAIG, an unmarried man

do hereby certify and declare that a certain mortgage, bearing the date of 4th day of

December, 1997, made and executed by GARY C. SWIFT and LYNDA L. SWIFT, husband and wife

the party of the first part therein, to DONALD J. CRAIG, an unmarried man

the party of the second part therein

recorded in the office of the County recorder of the County of Adams, State of Idaho, in Book _____ of Mortgages, on page Inst # 93155 on the 9th day of December, 1997, together with the debt thereby secured, is fully paid, satisfied, and discharged.

Donald J. Craig (Seal)
DONALD J. CRAIG

(Seal)

STATE OF Missouri,
COUNTY OF Jackson) ss

On this 8 day of December, 1997
before me, a Notary Public in and for the said State, personally
appeared
DONALD J. CRAIG
known or identified to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me
that he executed the same.

Barbara S. Packham
Notary Public
Residing At: 3500 S. Outer Rd, B.S. Mobile 4015
Commission Expires: 7/16/98
#97-581

INSTRUMENT NO. 93492

State of Idaho)
County of Adams) ss.

Filed for record at the request of
Timberline Title & Escrow
22 min. past 3 o'clock P.M.
this 3 day of February 1998

MICHAEL FISK, RECORDER
by Deputy Deputy

Fee \$ 3.00
return to: Timberline Title



TIMBERLINE TITLE AND ESCROW, INC.
P. O. Box 6, Council, Idaho 83612
Phone: 208-253-6886
FAX: 208-253-6887

TO: Gary & Lynda Swift
Box S
New Meadows, ID 83654

DATE: January 20, 1998
OUR ORDER NO.: 100-97-581
YOUR NO.:
NAME: Craig/Swift

We enclose the following:

Title Insurance Policy: Owner's
Recorded Warranty Deed
Recorded Replacement Deed Tassano/Craig (copy)

Thank you for doing business with us!

TIMBERLINE TITLE & ESCROW, INC.

NOTE: Unless indicated below, the above named addressee is the
only recipient of this report.

Enclosures

93154

INSTRUMENT NO.

WARRANTY DEED

PAGE 1 OF 3

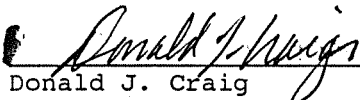
For Value Received, DONALD J. CRAIG, an unmarried man
the grantor, does hereby grant, bargain, sell and convey unto
GARY C. SWIFT and LYNDAL L. SWIFT, husband and wife
the grantees, whose current address is P.O. Box S, New Meadows, ID 83654
the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT 'A' 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 Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title.

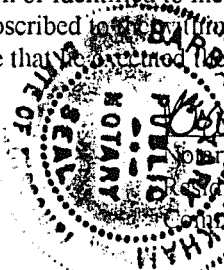
and that he will warrant and defend the same from all lawful claims whatsoever.

Date: December 4, 1997


Donald J. Craig

STATE OF Missouri
) ss
COUNTY OF Jackson

On this 8 day of Dec., in the year of 1997, before me
a Notary Public, personally appeared
DONALD J. CRAIG
known or identified to me to be the person whose name
is subscribed to this instrument, and acknowledged
to me that he executed the same.



BARBARA S. PACKHAM
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires July 6, 1998

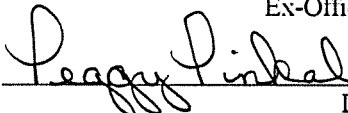
#97-581

STATE OF IDAHO, COUNTY OF ADAMS
I hereby certify that this instrument was filed for record
at the request of Timberline Title & Escrow

at 22 minutes past 3 o'clock PM.
this 9 day of Dec, 19 97, in my
office, and duly recorded in Book
of Deeds at page

MICHAEL FISK

Ex-Officio Recorder

By: 

Deputy

Fees \$ 9.00

Mail to: Timberline Title & Escrow

Township 19 North, Range 2 East, Boise Meridian, Adams County, Idaho

Section 29: A parcel located in said section more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin marking the center one-quarter corner of said Section 29;

Thence North 89 degrees 27'18" West along the Southerly boundary of the NW1/4 of said Section 29 a distance of 1981.92 feet to a 5/8 inch diameter iron pin marking the Southwesterly corner of the E1/2SW1/4NW1/4 of said Section 29;

Thence North 00 degrees 20'37" East along the Westerly boundary of said E1/2SW1/4NW1/4 a distance of 1321.53 feet to a 5/8 inch diameter iron pin marking the Northwestern corner of said E1/2SW1/4NW1/4;

Thence South 89 degrees 29'03" East along the Northerly boundary of said E1/2SW1/4NW1/4 a distance of 369.80 feet to a 5/8 inch diameter iron pin on the centerline of vacated Fourth Street as shown on the plat of the Original Townsite of Meadows on file in the office of the Adams County Recorder;

Thence North 02 degrees 37'11" East along said vacated Fourth Street a distance of 82.09 feet to a 5/8 inch diameter iron pin on the extended centerline of a vacated alley in Block 16 of said Original Townsite of Meadows;

Thence South 87 degrees 16'12" East along the centerline of said vacated alley a distance of 107.00 feet to a 5/8 inch diameter iron pin on the extended boundary line between Lots 3 and 4 of said Block 16;

Thence North 02 degrees 37'11" East along said extended boundary line a distance of 170.00 feet to a 5/8 inch diameter iron pin on the centerline of vacated Main Street as shown on said plat of the Original Townsite of Meadows;

Thence South 87 degrees 16'12" East along last said centerline a distance of 621.00 feet to a 5/8 inch diameter iron pin marking the intersection of vacated Main and Second Streets as shown on said plat of the Original Townsite of Meadows;

Thence North 02 degrees 37'11" East along said vacated Second Street a distance of 289.00 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of State Highway 55;

Thence along said Southerly right-of-way the following described courses:

Thence 32.48 feet along the arc of a 1400.50 foot radius curve right, said curve having a central angle of 01 degrees 19'43" and a long chord bearing South 77 degrees 32'39" East a distance of 32.48 feet to a 5/8 inch diameter iron pin;

EXHIBIT 'A' CONTINUED

INSTRUMENT NO. 93154
PAGE 3 OF 3

Thence South 02 degrees 37'11" West a distance of 8.14 feet to a 5/8 inch diameter iron pin;

Thence 93.34 feet along the arc of a 1392.51 foot radius curve right, said curve having a central angle of 03 degrees 50'26" and a long chord bearing South 74 degrees 53'54" East a distance of 93.32 feet to a 5/8 inch diameter iron pin;

Thence leaving said Southerly right-of-way South 05 degrees 59'34" West a distance of 144.31 feet to a 5/8 inch diameter iron pin;

Thence South 22 degrees 55'40" East a distance of 161.67 feet to a 5/8 inch diameter iron pin;

Thence South 36 degrees 58'09" West a distance of 40.00 feet to a 5/8 inch diameter iron pin;

Thence South 04 degrees 25'07" East a distance of 505.39 feet to a 5/8 inch diameter iron pin;

Thence South 89 degrees 51'41" East a distance of 669.69 feet to a 5/8 inch diameter iron pin on the Westerly boundary of the SW1/4NE1/4 of said Section 29;

Thence South 00 degrees 06'17" West along last said Westerly boundary 742.54 feet to a 5/8 inch diameter iron pin;

Thence South 00°04'59" West to the REAL POINT OF BEGINNING.

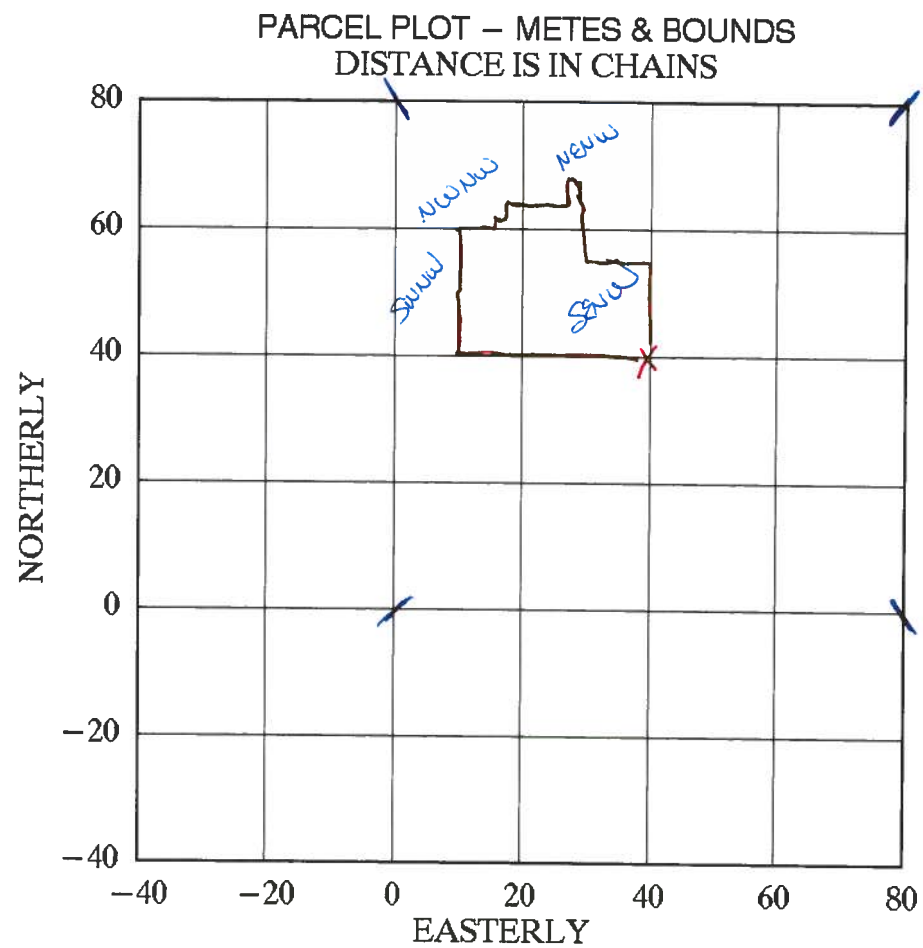
SUBJECT TO THE FOLLOWING:

MORTGAGE dated January 22, 1996 to secure an indebtedness in the principal sum of \$21,500.00 and any other amounts and/or obligations secured thereby.

Recorded: January 29, 1996 as Instr. No. 89479

Mortgagor: DONALD J. CRAIG and CAROL A. CRAIG,
husband and wife

Mortgagee: NEIL L. TASSANO and KATHERINE TASSANO,
husband and wife



X = beginning point

19N

2E

Section 29

METES AND BOUNDS TABLE

PRESS ALT P TO PRINT GRAPH

	X-COR	Y-COR	ANGLE			BEARING	DIST (FT)
			DEGREES	MINUTES	SECONDS		
BEGIN POINT COR. (SEE SHEET)	40.00	40.00					
	9.97	40.29	89.00	27.00	18.00	NW	1981.92
	10.09	60.31	0.00	20.00	37.00	NE	1321.53
	15.70	60.26	89.00	29.00	3.00	SE	369.80
	15.76	61.61	2.00	37.00	11.00	NE	89.02
-QUAD COEF-	17.38	61.53	87.00	16.00	12.00	SE	107.00
IF NE, X=1,Y=1	17.49	64.10	2.00	37.00	11.00	NE	170.00
IF SE, X=1,Y=-1	26.89	63.65	87.00	16.00	12.00	SE	621.00
IF SW, X=-1,Y=-1	27.09	68.03	2.00	37.00	11.00	NE	289.00
IF NW, X=-1,Y=1	27.57	67.92	77.00	32.00	39.00	SE	32.48
	27.57	67.80	2.00	37.00	11.00	SW	8.14
	28.93	67.43	74.00	53.00	54.00	SE	93.32
	28.70	65.26	5.00	59.00	34.00	SW	144.31
	29.66	63.00	22.00	55.00	40.00	SE	161.67
	29.29	62.51	36.00	58.00	9.00	SW	40.00
	29.88	54.88	4.00	25.00	7.00	SE	505.39
	40.03	54.86	89.00	51.00	41.00	SE	669.69
	40.01	43.60	0.00	6.00	17.00	SW	742.54
	40.01	43.60	0.00	4.00	59.00	SW	
	40.01	43.60					
	40.01	43.60					
	40.01	43.60					
	40.01	43.60					
	40.01	43.60					



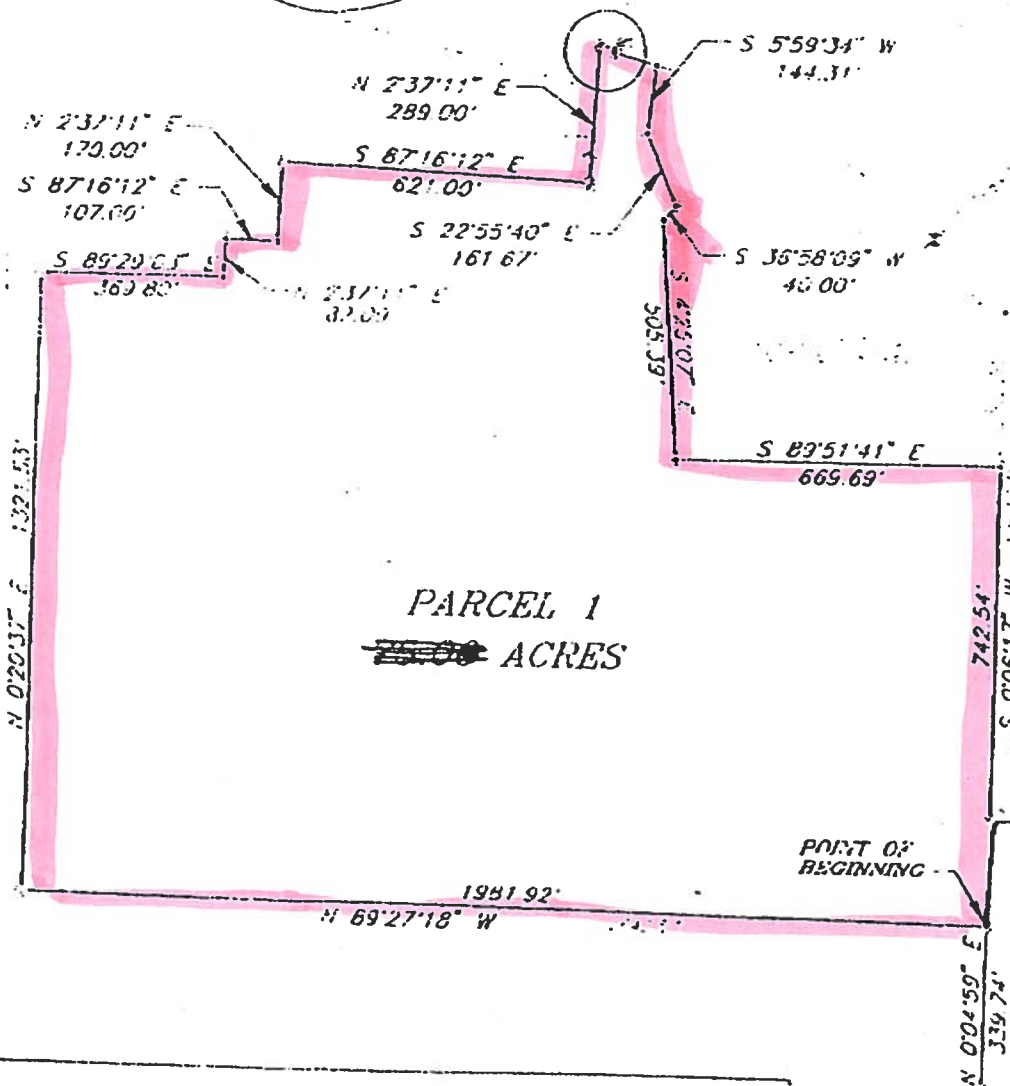
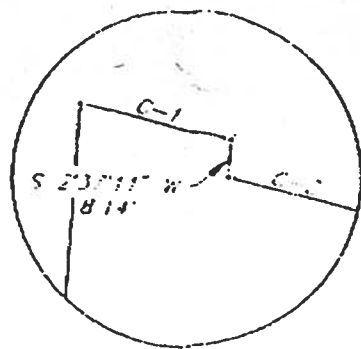
COMPLIMENTS OF

Timberline Title & Escrow

THIS SKETCH IS FURNISHED TO ASSIST IN
PROPERTY LOCATION AND THE COMPANY
DOES NOT GUARANTEE ITS ACCURACY

This sketch is made solely for the purpose
of assisting in locating the premises. The
Company assumes no liability for alleged
loss or damage which may result from
reliance on this map.

*This map
came with
title insurance*



A SURVEY
SECTION 29, T0.
BOISE MER.

NOV-24-1997 11:09 FROM CENTURY 21 CHISHOLM RLT TO 17002536887814 P.02



POLICY OF TITLE INSURANCE



First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

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

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

Countersigned *Julie E. Wilson*

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Arnesen* SECRETARY

J 837022



SCHEDULE A

File No. 100-97-581

Policy No. J-837022

Amount of Insurance \$115,000.00 Premium \$476.25 reissue rate

Date of Policy: December 9, 1997 at 3:23 p.m.

1. Name of Insured:

GARY C. SWIFT and LYNDA L. SWIFT

2. The estate or interest in the land which is covered by the policy is fee simple.

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

GARY C. SWIFT and LYNDA L. SWIFT, husband and wife

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

See attached Schedule C

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

Part 1
SECTION 1

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

SECTION 2

7. POWER LINE EASEMENT granted to J. M. MCCULLY recorded November 5, 1929 in Book 12 Deeds page 379. Affects NW1/4SE1/4, E1/2NW1/4, and NW1/4NW1/4

CONTINUED

FIRST AMERICAN
ORDER NO. 100-97-581

POLICY NO. J-837022

9. RIGHT-OF-WAY for public highway granted to STATE OF IDAHO recorded September 13, 1930 in Book 12 Deeds page 618.
10. RIGHTS-OF-WAY for Highway 55 and existing county roads as recorded January 21, 1987 as Instr. No. 73618.
11. EASEMENT to ADAMS COUNTY including terms and conditions therein, recorded February 24, 1993 as Instr. No. 83616.
12. ANY PRESENT OR DEFERRED TAX LIEN on the herein described property arising under or by virtue of the Forest Products Yield Tax as provided by Idaho Code 63-1701 or 63-1706, as amended.
13. MORTGAGE dated January 22, 1996 to secure an indebtedness in the principal sum of \$21,500.00 and any other sums or obligations secured thereby
Recorded: January 29, 1996 as Instr. No. 89479
Mortgagor: DONALD J. CRAIG AND CAROL A. CRAIG,
Husband and wife
Mortgagee: NEIL L. AND KATHERINE TASSANO,
Husband and wife
14. MORTGAGE dated December 4, 1997 to secure an indebtedness in the principal sum of \$65,000.00 and any other amounts and/or obligations secured thereby.
Recorded: December 9, 1997 as Instr. No. 93155
Mortgagor: GARY C. SWIFT and LYNDAL. SWIFT,
husband and wife
Mortgagee: DONALD J. CRAIG, an unmarried man

FIRST AMERICAN

SCHEDULE C

ORDER NO. 100-97-581

POLICY NO. J-837022

Township 19 North, Range 2 East, Boise Meridian, Adams County, Idaho

Section 29: A parcel located in said section more particularly described as follows:

Beginning at a 5/8 inch diameter iron pin marking the center one-quarter corner of said Section 29;

Thence North 89 degrees 27'18" West along the Southerly boundary of the NW1/4 of said Section 29 a distance of 1981.92 feet to a 5/8 inch diameter iron pin marking the Southwesterly corner of the E1/2SW1/4NW1/4 of said Section 29;

Thence North 00 degrees 20'37" East along the Westerly boundary of said E1/2SW1/4NW1/4 a distance of 1321.53 feet to a 5/8 inch diameter iron pin marking the Northwesterly corner of said E1/2SW1/4NW1/4;

Thence South 89 degrees 29'03" East along the Northerly boundary of said E1/2SW1/4NW1/4 a distance of 369.80 feet to a 5/8 inch diameter iron pin on the centerline of vacated Fourth Street as shown on the plat of the Original Townsite of Meadows on file in the office of the Adams County Recorder;

Thence North 02 degrees 37'11" East along said vacated Fourth Street a distance of 82.09 feet to a 5/8 inch diameter iron pin on the extended centerline of a vacated alley in Block 16 of said Original Townsite of Meadows;

Thence South 87 degrees 16'12" East along the centerline of said vacated alley a distance of 107.00 feet to a 5/8 inch diameter iron pin on the extended boundary line between Lots 3 and 4 of said Block 16;

Thence North 02 degrees 37'11" East along said extended boundary line a distance of 170.00 feet to a 5/8 inch diameter iron pin on the centerline of vacated Main Street as shown on said plat of the Original Townsite of Meadows;

Thence South 87 degrees 16'12" East along last said centerline a distance of 621.00 feet to a 5/8 inch diameter iron pin marking the intersection of vacated Main and Second Streets as shown on said plat of the Original Townsite of Meadows;

Thence North 02 degrees 37'11" East along said vacated Second Street a distance of 289.00 feet to a 5/8 inch diameter iron pin on the Southerly right-of-way of State Highway 55;

CONTINUED

FIRST AMER
SCHEDULE C CONTINUED
ORDER NO. 100-97-581

Thence along said Southerly right-of-way the following described courses:

Thence 32.48 feet along the arc of a 1400.50 foot radius curve right, said curve having a central angle of 01 degrees 19'43" and a long chord bearing South 77 degrees 32'39" East a distance of 32.48 feet to a 5/8 inch diameter iron pin;

Thence South 02 degrees 37'11" West a distance of 8.14 feet to a 5/8 inch diameter iron pin;

Thence 93.34 feet along the arc of a 1392.51 foot radius curve right, said curve having a central angle of 03 degrees 50'26" and a long chord bearing South 74 degrees 53'54" East a distance of 93.32 feet to a 5/8 inch diameter iron pin;

Thence leaving said Southerly right-of-way South 05 degrees 59'34" West a distance of 144.31 feet to a 5/8 inch diameter iron pin;

Thence South 22 degrees 55'40" East a distance of 161.67 feet to a 5/8 inch diameter iron pin;

Thence South 36 degrees 58'09" West a distance of 40.00 feet to a 5/8 inch diameter iron pin;

Thence South 04 degrees 25'07" East a distance of 505.39 feet to a 5/8 inch diameter iron pin;

Thence South 89 degrees 51'41" East a distance of 669.69 feet to a 5/8 inch diameter iron pin on the Westerly boundary of the SW1/4NE1/4 of said Section 29;

Thence South 00 degrees 06'17" West along last said Westerly boundary 742.54 feet to a 5/8 inch diameter iron pin;

Thence South 00°04'59" West to the REAL POINT OF BEGINNING.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

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

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

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

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

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

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including

for any loss or damage caused thereby.

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

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

11. LIABILITY NONCUMULATIVE.

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

12. PAYMENT OF LOSS.

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

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

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

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

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

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

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

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

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

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title to, the land, and shall set forth the

Company for cancellation.

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

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

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

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

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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

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

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

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

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

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

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

8. APPORTIONMENT.

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

9. LIMITATION OF LIABILITY.

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

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

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

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

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

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

14. ARBITRATION.

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

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

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

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

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

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California

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 78-215
Date Received: 6/3/88
Receipt No: C001100
Received By:

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

1. Name of Claimant(s): NEIL L TASSANO Phone: (208) 634-7435
PO BOX 1658
MC CALL ID USA 83638
- KATHERINE TASSANO Phone: (208) 634-7435
PO BOX 1658
MC CALL ID USA 83638

2. Date of Priority: 05/01/1878

3. Source: GOOSE CREEK Trib. to: LITTLE SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
19N	02E	28	SE SW NE	ADAMS	
19N	02E	29	NE SW NE	ADAMS	
19N	02E	28	NE SW NW	ADAMS	

5. Description of diverting works:

HEADGATE FROM SOUTH OF GOOSE CREEK INTO CAL WHITE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/15	10/15	0.176	

7. Total Quantity Appropriated is:
0.176 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
19N	02E	29	SW NE		IRRIGATION	10
			NE NW		IRRIGATION	20
			SW NW		IRRIGATION	20
			SE NW		IRRIGATION	40
			NE SW		IRRIGATION	40
			NW SW		IRRIGATION	40
			NW SE		IRRIGATION	40
					Section Acres	210
					Total Acres	210

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

14. Remarks:

THIS WATER IN THE CAL WHITE CANAL
REF. 13 78-0216, 78-0217 DITCH RIGHT IN SOUTH SIDE DITCH TO HAVE UP TO 100 MINERS INCHES OF
RIGHTS 78-00215, 78-00216, 78-00217 AND STORAGE WATER CARRIED TO PLACE OF USE
|| ***** MEMO TO FILE ***** THIS WATER RIGHT HAS
ONLY ONE P.D. FROM GOOSE CREEK. THE OTHER POINTS OF DIVERSION ARE LATERAL CANALS
FROM THE CAL WHITE CANAL. CLF 10-2-88

Ownership changed by DB 6/8/2001

15. Basis of Claim: Decreed



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

December 11, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

TANA KERBY
3175 HIGHWAY 55
NEW MEADOWS ID 83654

DAN HEARNE
NEW MEADOWS ID 83654

ROD JOHNSON
8108 FT WILSON DR
PAYETTE ID 83661

GARY & LINDA SWIFT
PO BOX S
NEW MEADOWS ID 83654

Re: Water Use from Campbell Drain

Dear Water Users:

I am Ron Howerton, a Senior Water Right Agent with the Snake River Basin Adjudication. I am located at 2735 Airport Way, in the Western Regional Office, Idaho Department of Water Resources.

Gary Spackman, (Our Western Regional Office Manager) wrote you a letter dated October 16, 2000 describing his analysis of the decree.

Since the letter, I have been requested by my immediate supervisor Jan Shurte, (Western Regions SRBA Section Supervisor) to inform you that our SRBA legal staff (who are located at our 1301 N. Orchard State Office) will need to review this "New" decree before IDWR can take any claims related to this decree.

Jan Shurte has asked me to send a copy of the decree to Susan Hamlin, our lead SRBA legal attorney, requesting her to assign one of her staff to review the decree.

When the legal staff finishes their review someone from IDWR will let you know when, and if we can accept SRBA claims relating to this decree.

Sincerely,

Ron Howerton

CC: Susan Hamlin
Gary Spackman
Jan Shurte

347-2242

September 21, 2000

Lori Graves
Idaho Dept. Water Resources
2735 Airport Way
Boise, Idaho 83705

Dear Lori,

I'm sending a copy of the letter I wrote on 5-27-98 with a copy of the first page of Application for Change of Water Right Ownership. This is concerning water right numbers: A-78-00215, A78-00216A, A78-00217A, A78-04287 and A78-10026. These could be under Loyal and Mary Campbell Trust, Loyal Campbell & Bernice Martin, or Neil and Kathy Tassano. Jan Shurte was going to put a team of people on this to figure out the splits now that the property has divided so many times. There was a discrepancy with total #of acres and cfs that had been filed on by the Campbells in the beginning.

Thank you for your help,

Lynda Swift

FAX
334-2348
~~334-~~

208-334-2190

5-27-98

P.O. Box 1.

New Meadows, Idaho

83654

Lari Graves
Idaho Dept. Water Resources
2735 Airport Way
Boise, Idaho 83705

Lari:

Please find enclosed:

- ① Application for Change of Water Right Ownership
- ② Copy of Map
- ③ Copy of Title Ins Policy
- ④ Copy of Recorded Warranty Deed
- ⑤ Copy of Recorded Replacement Deed

Jassano / Craig.

- ⑥ Satisfaction of Mortgage (Copy)

Kathy Jassano's telephone # is - 634-7435

Also you might try her at work - 634-5355

Thank you so much for your help,
we do appreciate it.

Sincerely,
Lynda L. Swift

10-17-98 (Jassano answered in Spanish -
She said they had been working on
Canyon Co. & were going to start
submitting on 10-18-98 next day
because he expected to turn soon. Would
Call up to this
need anything
additional -

House of the Sessano Co.
to Warren Ashburn