

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

RECEIVED
JAN 05 2007
IDWR/North

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
79-4072					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Robert W. Sewell, Kathryn M. Sewell
PO BOX 05 - LUCILE, ID 83542
4. New Owner/Claimant(s) Roger W. Allen, Martha L. Allen, Seth J. Allen, Raini M. Alk
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address PO BOX 325
- City, State and ZIP Code LUCILE, ID 83542
- New Telephone Number (208) 1028-3259
5. Date you acquired the property 12-08-06

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WESTERN REGION

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

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

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

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

John M. Allen

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

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

Knoblock, Ken

From: Knoblock, Ken
Sent: Wednesday, January 17, 2007 11:25 AM
To: Sherman, Sally
Subject: 79-4072

Attached is a change of ownership form Sewell to Allen. Would you please profile and send a NCAP to the court?

Thank you.

ken



79_4072.pdf

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OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

866-0623693

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania 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.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:


Secretary



By:


President

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:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) 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:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

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

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

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

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

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. 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, or other matter insured against by this policy, which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

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

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS:

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.

(i) 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.

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

(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.

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SCHEDULE A

Amount of Insurance: \$570,000.00

Policy No. B66-0623693

Premium: \$1,812.50

File No. 19633

Date of Policy: December 8, 2006 @ 11:35 A.M.

1. Name of Insured: ROGER W. ALLEN, MARTHA L. ALLEN, SETH ALLEN and
RAINI ALLEN
2. The estate or interest in the land which is covered by this policy is: **Fee simple**
3. Title to the estate or interest in the land is vested in:
ROGER W. ALLEN and MARTHA L. ALLEN, husband and wife and SETH
ALLEN and RAINI ALLEN, husband and wife
4. The land referred to in this policy is described in said instrument, is situated in the County of
Idaho, State of Idaho, and is identified as follows:

See SCHEDULE C attached hereto

Countersigned:


J. PAUL EIMERS, Authorized Officer or Agent

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SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

GENERAL (STANDARD) EXCEPTIONS

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by person in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is 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) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public record.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

SPECIAL EXCEPTIONS

8. Financing Statements, Seed and Farm Laborers Liens against crops which may be filed in the office of the Secretary of State.
9. Reservations in Deed, including the terms and conditions thereof, by and between THE FEDERAL LAND BANK OF SPOKANE, a corporation and JOHN H. CARREY and PEARL E. CARREY, husband and wife, recorded March 9, 1944, under Instrument No. 144341, Book 73 page 698; and Quitclaim Deed, recorded May 13, 2003, under Instrument No. 0428799; all records of Idaho County, Idaho.
10. Mining Lease, including the terms and conditions thereof, by and between GOLDEN COMPLEX ORES, a Wyoming Corporation and ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife, recorded April 24, 1972, under Instrument No. 244763; and Corrective Mining Lease, recorded May 10, 1972, under Instrument No. 244959; and re-recorded June 1, 1972, under Instrument No. 245211; all records of Idaho County, Idaho.

continued...

SCHEDULE B SPECIAL EXCEPTIONS CONTINUED

11. Easement Agreement, including the terms and conditions thereof, by and between ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife and RIGGINS T.V. CABLE CO., INC., an Idaho corporation, recorded March 4, 1974, under Instrument No. 253008, records of Idaho County, Idaho.
12. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife, and CHARLES R. FULMORE and DONA M. FULMORE, husband and wife and REGINALD D. RICE and SHIRLEY RICE, husband and wife, recorded January 20, 1994, under Instrument No. 372491, records of Idaho County, Idaho.
13. Right of Way Easement, including the terms and conditions thereof, by and between ROBERT W. SEWELL and KATHRYN M. SEWELL and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOC., INC., a corporation, recorded March 28, 1995, under Instrument No. 379453, records of Idaho County, Idaho.
14. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife and LORINDA LOWE and JED A. LOWE, single persons, recorded August 26, 1996, under Instrument No. 388658, records of Idaho County, Idaho.
15. Subject to easement in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL, a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M. SEWELL, husband and wife and MELVIN C. GILL and MARGARET L. GILL, husband and wife, recorded July 15, 1998, under Instrument No. 400912, records of Idaho County, Idaho.
16. Matters as shown on Survey No. S-1219, recorded November 18, 1996, under Instrument No. 389730; and Survey No. S-1533, recorded August 20, 1998, under Instrument No. 401567; all records of Idaho County, Idaho.
17. Road Right of Way Easement, including the terms and conditions thereof, recorded December 16, 1999, under Instrument No. 0409738; Amended Road Right-of-Way Easement, including the terms and conditions thereof, recorded December 8, 2006, under Instrument No. 452370; all records of Idaho County, Idaho.
18. Rights and easements in favor of the public for recreational uses of the Elfers Creek.
19. Subject to Sewell Road as the same now exists.

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SCHEDULE B SPECIAL EXCEPTIONS CONTINUED

20. Mortgage to secure an indebtedness of the amount herein stated, and any other obligations secured thereby, records of Idaho County, Idaho,
Amount: \$550,000.00
Dated: December 6, 2006
Recorded: December 8, 2006
Instrument No.:452374
Mortgagor: ROGER W. ALLEN and MARTHA L. ALLEN, husband and wife and SETH ALLEN and RAINI ALLEN, husband and wife
Mortgagee: ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife

END OF SCHEDULE B

keg

SCHEDULE C

Township 25 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 10: E~~1~~/~~4~~NW~~1~~/~~4~~, W~~1~~/~~4~~NE~~1~~/~~4~~ LESS that part of the SW~~1~~/~~4~~NE~~1~~/~~4~~ which lies
East of the West side of the Jeep Trail.

LESS: A parcel of land located in the NW~~1~~/~~4~~NE~~1~~/~~4~~, more
particularly described as follows:

Beginning at the Northeast corner of the NW~~1~~/~~4~~NE~~1~~/~~4~~ of said
Section 10, which point is located in Elfers Creek;
thence along the North side of Elfers Creek in a
southwesterly direction approximately 820 feet to a
flagged metal post on the North side of Elfers Creek;
thence in a northwesterly direction from the creek
approximately 98 feet to a green metal post with a
white top;
thence continuing on a northwesterly direction
approximately 100 feet to the lower side of an access
road at another flagged metal post;
thence in a northerly direction approximately 198 feet
following the lower edge of the access road to a rock
jack on the gate across the access road;
thence continuing in a northerly direction an
additional 153 feet along the lower edge of the access
road to a flagged metal stake on the edge of the access
road going from Sewells Road to the barn;
thence in a due easterly direction approximately 134
feet to a flagged rock jack in the fence;
thence in a northeasterly direction along the fence
line approximately 440 feet to the Point of Beginning.
Sometimes known as Assessors Tax No. 52.

ALSO LESS: A parcel of land located in the NW~~1~~/~~4~~NE~~1~~/~~4~~ of said Section
10, more particularly described as follows:

Commencing at the East 1/16 corner common to Sections 3
and 10, said Township and Range, a 5/8"x30" IR with 2"
aluminum cap marked E 1/16 PLS 5165, the True Point of
Beginning;

thence N 88°57'11" W, 113.77 feet to a 5/8"x30" IR with
plastic cap marked PLS 5165 at fence corner;
thence the following courses on fence line which are
marked by 5/8"x30" IRs with plastic caps marked PLS
5165:

S 79°58'19" W, 45.55 feet;
S 53°04'02" W, 94.14 feet;
S 55°59'30" W, 95.84 feet;
S 41°00'39" W, 135.46 feet;

thence N 87°13'43" W leaving said fenceline, 128.59
feet to a 5/8"x30" IR with plastic cap marked PLS 5165,
which is on easterly 10 foot right of way of 20 foot
road right of way;
thence N 00°48'31" E on said easterly 10 foot right of
way, 55.74 feet;

SCHEDULE C CONTINUED

thence N 35°20'09" W on said easterly 10 foot right of way, 148.78 feet to intersection with easterly 20 foot right of way of 40 foot right of way road;
thence on said easterly 20 foot right of way of 40 foot right of way the following courses:
N 27°00'34" E, 36.11 feet to a point on section line between Sections 3 and 10;
thence N 27°00'34" E, 67.90 feet to PC of curve;
thence on curve to left having a delta of 58°55'07", a radius of 120.00 feet, a chord bearing of N 02°26'59" W, a chord distance of 118.03 feet;
thence N 31°54'32" W, 47.63 feet to PC of a curve;
thence on curve to the right having a delta of 63°48'20", a radius of 55.00 feet, a chord bearing of N 00°00'23" W, a chord distance of 58.13 feet;
thence N 31°53'47" E, 56.05 feet;
thence N 11°29'48" E, 36.70 feet to PC of curve;
thence on curve to the left having a delta of 31°07'55", a radius of 165.00 feet, a chord bearing of N 04°04'10" W, a chord distance of 88.56 feet;
thence N 19°38'08" W, 79.54 feet to PC of curve;
thence on a curve to the right having a delta of 98°17'23", a radius of 35.00 feet, a chord bearing of N 29°30'34" E, a chord distance of 52.95 feet;
thence N 78°39'16" E, 69.85 feet;
thence N 52°12'50" E, 53.24 feet to PC of curve;
thence on curve to the left having a delta of 41°06'41", a radius of 110.00 feet, a chord bearing of N 31°39'30" E, a chord distance of 77.25 feet;
thence N 11°06'10" E, 13.67 feet to PC of curve;
thence on curve to the left having a delta of 57°00'32", a radius of 75.00 feet, a chord bearing of N 17°24'07" W, a chord distance of 71.58 feet;
thence N 45°54'24" W, 68.04 feet to PC of curve;
thence on curve to the right having a delta of 39°41'54", a radius of 70.00 feet, a chord bearing of N 26°03'26" W, a chord distance of 47.54 feet;
thence N 06°12'29" W, 22.15 feet to PC of curve;
thence on a curve to the right having a delta of 40°30'20", a radius of 65.00 feet, a chord bearing of N 14°02'41" E, a chord distance of 45.00 feet;
thence N 34°17'51" E, 106.71 feet to PC of curve;
thence on curve to the left having a delta of 41°21'37", a radius of 110.00 feet, a chord bearing of N 13°37'03" E, a chord distance of 77.69 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is at intersection of easterly right of way with fenceline;

SCHEDULE C CONTINUED

thence S 65°04'34" W crossing 40 foot road, 43.37 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 which is on the westerly 20 foot right of way road;
thence leaving fenceline, N 28°15'31" W, 35.68 feet;
 N 03°48'51" W, 181.15 feet;
 N 35°21'57" W, 54.55 feet;
 N 84°25'26" W, 76.48 feet;
 S 88°43'55" W, 275.01 feet;
thence N 04°55'36" E leaving fence, 188.72 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence N 64°14'51" E, 371.86 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on southwesterly 20 foot right of way of 40 foot road;
thence on right of way the following courses:
 N 81°29'26" E, 86.83 feet;
 S 55°44'53" E, 110.19 feet;
 S 87°53'36" E, 130.23 feet to PC of curve;
thence on a curve to the right with a delta of 58°05'37", a radius of 15.00 feet, a chord bearing of S 58°50'47" E, and a chord distance of 14.57 feet to PT of curve;
thence S 29°48'00" E, 60.02 feet;
thence S 53°18'27" E, crossing 40 foot right of way road, 40.62 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 which is at intersection of easterly right of way with fenceline;
thence N 57°17'53" E, on fenceline and leaving right of way, 160.91 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on 1/16 line and 10 feet past North-South fenceline;
thence S 00°03'46" E, on 1/16 line, 443.03 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence leaving 1/16 line, S 29°45'47" W, 33.32 feet to a 1/2"x24" IR on westerly side of Jeep Road;
thence S 14°22'25" W, 361.02 feet to a 1/2"x24" IR on westerly side of road;
thence S 36°35'29" E, 174.21 feet to a 1/2"x24" IR on westerly side of road;
thence S 30°34'50" W, 204.74 feet to a 1/2"x24" IR on westerly side of road;
thence S 00°11'17" W, 280.86 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence S 28°28'59" E, 227.53 feet to the True Point of Beginning.
Sometimes known as Assessors Tax No. 55.

SCANNED

FEB 16 2012

OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)

Issued by
**Commonwealth Land
Title Insurance Company**

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.



Form B 1190-104

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Commonwealth Land Title Insurance Company, and look forward to meeting your future title insurance needs.

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.



7. **DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

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

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

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

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

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

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

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

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

8. **APPORTIONMENT.**

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

9. **LIMITATION OF LIABILITY.**

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

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

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

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

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

11. **LIABILITY NONCUMULATIVE.**

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

12. **PAYMENT OF LOSS.**

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

definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. **SUBROGATION UPON PAYMENT OR SETTLEMENT.**

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

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

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

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

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

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

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

14. **ARBITRATION**

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

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

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

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

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

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

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

16. **SEVERABILITY.**

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

17. **NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

SCANNED

FEB 16 2012

79-4072

**T25N R01E
Section(s) 10**

RECEIVED
JAN 05 2007
IDWR/North



0.2 0 0.2 0.4 Miles



Place of Use



Point of Diversion

Layout prepared on April 1, 2006
By Greg Taylor
Idaho Department of Water Resources



08/18/2006

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

RIGHT NUMBER: 79-4072
NAME AND ADDRESS: KATHRYN M SEWELL
PO BOX 05
LUCILE ID 83542

ROBERT W SEWELL
PO BOX 5
LUCILE ID 83542

RECEIVED
JAN 05 2007
IDWR/North

SOURCE: ELFERS CREEK TRIBUTARY: SALMON RIVER

QUANTITY: 0.500 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF DIVERSION:
T25N R01E S10 NWNE Within IDAHO County
T25N R01E S10 SENW Within IDAHO County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.070 CFS
IRRIGATION	02/15 11/30	0.430 CFS

PLACE OF USE: IRRIGATION Within IDAHO County

T25N R01E S10	NWNE	3.50	T25N R01E S10	SWNE	0.70
T25N R01E S10	NENW	3.40	T25N R01E S10	SENW	14.00

STOCKWATER same as IRRIGATION

21.6 ACRES TOTAL

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

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

SCANNED
FEB 16 2012

452373

WARRANTY DEED

GRANTOR, ROBERT W. SEWELL, also known as ROBERT SEWELL, and KATHRYN M. SEWELL, also known as KATHRYN SEWELL, husband and wife, of P. O. Box 5, Lucile, ID 83542, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to ROGER W. ALLEN and MARTHA L. ALLEN, husband and wife, and SETH ALLEN and RAINI ALLEN, husband and wife, of 745 Market Street, Bloomsburg, PA 17815, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 2006, which are a lien, not yet due, but payable.

2. Reservations in Deed, including the terms and conditions thereof, by and between THE FEDERAL LAND BANK OF SPOKANE, a corporation and JOHN H. CARREY and PEARL E. CARREY, husband and wife, recorded March 9, 1944, under Instrument No. 144341, Book 73 page 698; and Quitclaim Deed, recorded May 13, 2003, under Instrument No. 0428799; all records of Idaho County, Idaho.

3. Mining Lease, including the terms and conditions thereof, by and between GOLDEN COMPLEX ORES, a Wyoming Corporation and ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife, recorded April 24, 1972, under Instrument No. 244763; and Corrective Mining Lease, recorded May 10, 1972, under Instrument No. 244959; and re-recorded June 1, 1972, under Instrument No. 245211; all records of Idaho County, Idaho.

4. Easement Agreement, including the terms and conditions thereof, by and between ROBERT W. SEWELL and KATHRYN M. SEWELL, husband and wife, and RIGGINS T.V. CABLE CO., INC., an Idaho Corporation, recorded March 4, 1974, under Instrument No. 253008, records of Idaho County, Idaho.

5. Easements as described in Warranty Deed, including the terms and conditions thereof, by and between ROBERT SEWELL,

SCANNED
F 2012

1 a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M.
2 SEWELL, husband and wife, and CHARLES R. FULMORE and DONA M.
3 FULMORE, husband and wife, and REGINALD D. RICE and SHIRLEY
4 RICE, husband and wife, recorded January 20, 1994, under
5 Instrument No. 372491, records of Idaho County, Idaho.

6 6. Right of Way Easement, including the terms and conditions
7 thereof, by and between ROBERT W. SEWELL and KATHRYN M.
8 SEWELL, and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOC.,
9 INC., a corporation, recorded March 28, 1995, under
10 Instrument No. 379453, records of Idaho County, Idaho.

11 7. Easements as described in Warranty Deed, including the
12 terms and conditions thereof, by and between ROBERT SEWELL,
13 a/k/a ROBERT W. SEWELL and KATHRYN SEWELL, a/k/a KATHRYN M.
14 SEWELL, husband and wife, and LORINDA LOWE and JED A LOWE,
15 single persons, recorded August 26, 1996, under Instrument No.
16 388658, records of Idaho County, Idaho.

17 8. Matters as shown on Survey No. S-1219, recorded November
18 18, 1996, under Instrument No. 389730; and Survey No. S-1533,
19 recorded August 20, 1998, under Instrument No. 401567; all
20 records of Idaho County, Idaho.

21 9. Subject to easement in Warranty Deed, including the terms
22 and conditions thereof, by and between ROBERT SEWELL a/k/a
23 ROBERT W. SEWELL and KATHRYN SEWELL a/k/a KATHRYN M. SEWELL,
24 husband and wife, and MELVIN C. GILL and MARGARET L. GILL,
25 husband and wife, recorded July 15, 1998, under Instrument No.
26 400912, records of Idaho County, Idaho.

27 10. Road Right of Way Easement, including the terms and
conditions thereof, recorded December 16, 1999, under
Instrument No. 0409738, records of Idaho County, Idaho, as
amended by Instrument No. 452370.

11. Rights and easements in favor of the public for
recreational uses of the Elfers Creek.

12. Subject to Sewell Road as the same now exists.

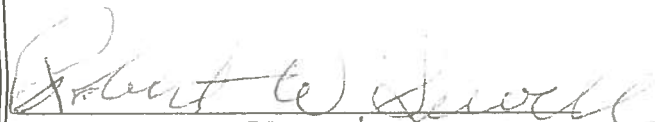
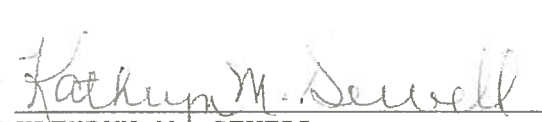
23 TO HAVE AND TO HOLD the said premises, with their
24 appurtenances, unto the said Grantees, their heirs and assigns
25 forever. And the said Grantors do hereby covenant to and with the
26 said Grantees that they are the owners in fee simple of said
27 premises; that they are free from all encumbrances, and that they
will warrant and defend the same from all lawful claims whatsoever,

1 except general taxes for the year 2006, and easements,
2 reservations, restrictions and rights-of-way of record or in use.

3 Except as otherwise expressly provided in this instrument,
4 GRANTORS, hereby declare pursuant to Title 5, Chapter 2 of the
5 Idaho Code, that in the event GRANTORS shall have permitted or
6 suffered at any time prior to the making of this instrument, any
7 person or entity to possess, use or occupy the above-described
8 premises, or any portion thereof, for any purpose, with or without
9 the knowledge of GRANTORS, it was not the intent of GRANTORS, by
10 permitting or suffering such possession, use or occupation, to
11 thereby define property boundaries or ownership thereof.

12 In construing this deed, and where the context so requires,
13 the singular includes the plural and the masculine, the feminine
14 and the neuter.

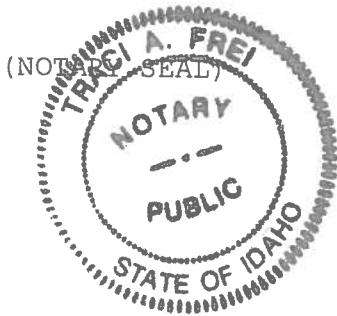
15 IN WITNESS WHEREOF, Grantors have hereunto subscribed their
16 names to this instrument this 5th day of December, 2006.

17 
18 ROBERT W. SEWELL
19 
20 KATHRYN M. SEWELL

21 STATE OF IDAHO)
22 ss.
23 County of Idaho)

24 On this 5th day of December, 2006, before me,
25 Traci A. Frei, a Notary for the said County and
26 State, personally appeared ROBERT W. SEWELL and KATHRYN M. SEWELL,
27 husband and wife, known or identified to me to be the persons whose
names are subscribed to the within instrument, and they
acknowledged to me that they freely executed the same and that the
statements therein contained are true.

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



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Traci A. Frei
Notary Public for State of Idaho.
Residing at Grangeville, therein.
My commission expires on February 1, 2011.

EXHIBIT A

REVISED SCHEDULE C

Township 25 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 10: E~~N~~W~~1~~/~~4~~, W~~1~~/~~4~~N~~1~~E~~1~~/~~4~~ LESS that part of the SW~~1~~/~~4~~N~~1~~E~~1~~/~~4~~ which lies East of the West side of the Jeep Trail.

LESS: A parcel of land located in the NW~~1~~/~~4~~N~~1~~E~~1~~/~~4~~, more particularly described as follows:

Beginning at the Northeast corner of the NW~~1~~/~~4~~N~~1~~E~~1~~/~~4~~ of said Section 10, which point is located in Elfers Creek; thence along the North side of Elfers Creek in a southwesterly direction approximately 820 feet to a flagged metal post on the North side of Elfers Creek; thence in a northwesterly direction from the creek approximately 98 feet to a green metal post with a white top; thence continuing on a northwesterly direction approximately 100 feet to the lower side of an access road at another flagged metal post; thence in a northerly direction approximately 198 feet following the lower edge of the access road to a rock jack on the gate across the access road; thence continuing in a northerly direction an additional 153 feet along the lower edge of the access road to a flagged metal stake on the edge of the access road going from Sewell's Road to the barn; thence in a due easterly direction approximately 134 feet to a flagged rock jack in the fence; thence in a northeasterly direction along the fence line approximately 440 feet to the Point of Beginning. Sometimes known as Assessor's Tax No. 52.

ALSO LESS: A parcel of land located in the NW~~1~~/~~4~~N~~1~~E~~1~~/~~4~~ of said Section 10, more particularly described as follows:

Commencing at the East 1/16 corner common to Sections 3 and 10, said Township and Range, a 5/8"x30" IR with 2" aluminum cap marked E 1/16 PLS 5165, the True Point of Beginning;
thence N 88°57'11" W, 113.77 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 at fence corner;
thence the following courses on fence line which are marked by 5/8"x30" IRs with plastic caps marked PLS 5165:
S 79°58'19" W, 45.55 feet;
S 53°04'02" W, 94.14 feet;
S 55°59'30" W, 95.84 feet;
S 41°00'39" W, 135.46 feet;
thence N 87°13'43" W leaving said fenceline, 128.59 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is on easterly 10 foot right of way of 20 foot road right of way;
thence N 00°48'31" E on said easterly 10 foot right of way, 55.74 feet;

EXHIBIT A

REVISED SCHEDULE C - continued

thence N 35°20'09" W on said easterly 10 foot right of way, 148.78 feet to intersection with easterly 20 foot right of way of 40 foot right of way road;
 thence on said easterly 20 foot right of way of 40 foot right of way the following courses:
 N 27°00'34" E, 36.11 feet to a point on section line between Sections 3 and 10;
 thence N 27°00'34" E, 67.90 feet to PC of curve;
 thence on curve to left having a delta of 58°55'07", a radius of 120.00 feet, a chord bearing of N 02°26'59" W, a chord distance of 118.03 feet;
 thence N 31°54'32" W, 47.63 feet to PC of a curve;
 thence on curve to the right having a delta of 63°48'20", a radius of 55.00 feet, a chord bearing of N 00°00'23" W, a chord distance of 58.13 feet;
 thence N 31°53'47" E, 56.05 feet;
 thence N 11°29'48" E, 36.70 feet to PC of curve;
 thence on curve to the left having a delta of 31°07'55", a radius of 165.00 feet, a chord bearing of N 04°04'10" W, a chord distance of 88.56 feet;
 thence N 19°38'08" W, 79.54 feet to PC of curve;
 thence on a curve to the right having a delta of 98°17'23", a radius of 35.00 feet, a chord bearing of N 29°30'34" E, a chord distance of 52.95 feet;
 thence N 78°39'16" E, 69.85 feet;
 thence N 52°12'50" E, 53.24 feet to PC of curve;
 thence on curve to the left having a delta of 41°06'41", a radius of 110.00 feet, a chord bearing of N 31°39'30" E, a chord distance of 77.25 feet;
 thence N 11°06'10" E, 13.67 feet to PC of curve;
 thence on curve to the left having a delta of 57°00'32", a radius of 75.00 feet, a chord bearing of N 17°24'07" W, a chord distance of 71.58 feet;
 thence N 45°54'24" W, 68.04 feet to PC of curve;
 thence on curve to the right having a delta of 39°41'54", a radius of 70.00 feet, a chord bearing of N 26°03'26" W, a chord distance of 47.54 feet;
 thence N 06°12'29" W, 22.15 feet to PC of curve;
 thence on a curve to the right having a delta of 40°30'20", a radius of 65.00 feet, a chord bearing of N 14°02'41" E, a chord distance of 45.00 feet;
 thence N 34°17'51" E, 106.71 feet to PC of curve;
 thence on curve to the left having a delta of 41°21'37", a radius of 110.00 feet, a chord bearing of N 13°37'03" E, a chord distance of 77.69 feet to a 5/8"x30" IR with plastic cap marked PLS 5165, which is at intersection of easterly right of way with fenceline;
 thence S 65°04'34" W crossing 40 foot road, 43.37 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 which is on the westerly 20 foot right of way road;

EXHIBIT A

REVISED SCHEDULE C - continued

thence leaving fenceline, N. 28°15'31" W, 35.68 feet;
 N 03°48'51" W, 181.15 feet;
 N 35°21'57" W, 54.55 feet;
 N 84°25'26" W, 76.48 feet;
 S 88°43'55" W, 275.01 feet;
 thence N 04°55'36" E leaving fence, 188.72 feet to a
 5/8"x30" IR with plastic cap marked PLS 5165;
 thence N 64°14'51" E, 371.86 feet to a 5/8"x30" IR with
 plastic cap marked PLS 5165, which is on southwesterly 20
 foot right of way of 40 foot road;
 thence on right of way the following courses:
 N 81°29'26" E, 86.83 feet;
 S 55°44'53" E, 110.19 feet;
 S 87°53'36" E, 130.23 feet to PC of curve;
 thence on a curve to the right with a delta of 58°05'37",
 a radius of 15.00 feet, a chord bearing of S 58°50'47" E,
 and a chord distance of 14.57 feet to PT of curve;
 thence S 29°48'00" E, 60.02 feet;
 thence S 53°18'27" E, crossing 40 foot right of way road,
 40.62 feet to a 5/8"x30" IR with plastic cap marked PLS
 5165 which is at intersection of easterly right of way
 with fenceline;
 thence N 57°17'53" E, on fenceline and leaving right of
 way, 160.91 feet to a 5/8"x30" IR with plastic cap marked
 PLS 5165, which is on 1/16 line and 10 feet past North-
 South fenceline;
 thence S 00°03'46" E, on 1/16 line, 443.03 feet to a
 5/8"x30" IR with plastic cap marked PLS 5165;
 thence leaving 1/16 line, S 29°45'47" W, 33.32 feet to a
 1/2"x24" IR on westerly side of Jeep Road;
 thence S 14°22'25" W, 361.02 feet to a 1/2"x24" IR on
 westerly side of road;
 thence S 36°35'29" E, 174.21 feet to a 1/2"x24" IR on
 westerly side of road;
 thence S 30°34'50" W, 204.74 feet to a 1/2"x24" IR on
 westerly side of road;
 thence S 00°11'17" W, 280.86 feet to a 5/8"x30" IR with
 plastic cap marked PLS 5165;
 thence S 28°28'59" E, 227.53 feet to the True Point of
 Beginning.
 Sometimes known as Assessor's Tax No. 55.

STATE of IDAHO	
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO	
at 11:35 A	on 12-8-86
ROSE E. GEHRING	
By <i>[Signature]</i>	Recorder
Fees \$21.00	Deputy

05/16/2006

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

RIGHT NUMBER: 79-4072

NAME AND ADDRESS: KATHRYN M SEWELL
PO BOX 05
LUCILE ID 83542

ROBERT W SEWELL
PO BOX 5
LUCILE ID 83542

SOURCE: ELFERS CREEK

TRIBUTARY: SALMON RIVER

QUANTITY: 0.500 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 01/01/1916

POINT OF DIVERSION:

T25N R01E S10 NWNE Within IDAHO County

T25N R01E S10 SENW Within IDAHO County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.070 CFS
IRRIGATION	02/15 11/30	0.430 CFS

PLACE OF USE: IRRIGATION Within IDAHO County

T25N R01E S10	NWNE	3.50	T25N R01E S10	SWNE	0.70
T25N R01E S10	NENW	3.40	T25N R01E S10	SENE	14.00

STOCKWATER same as IRRIGATION

21.6 ACRES TOTAL

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

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

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

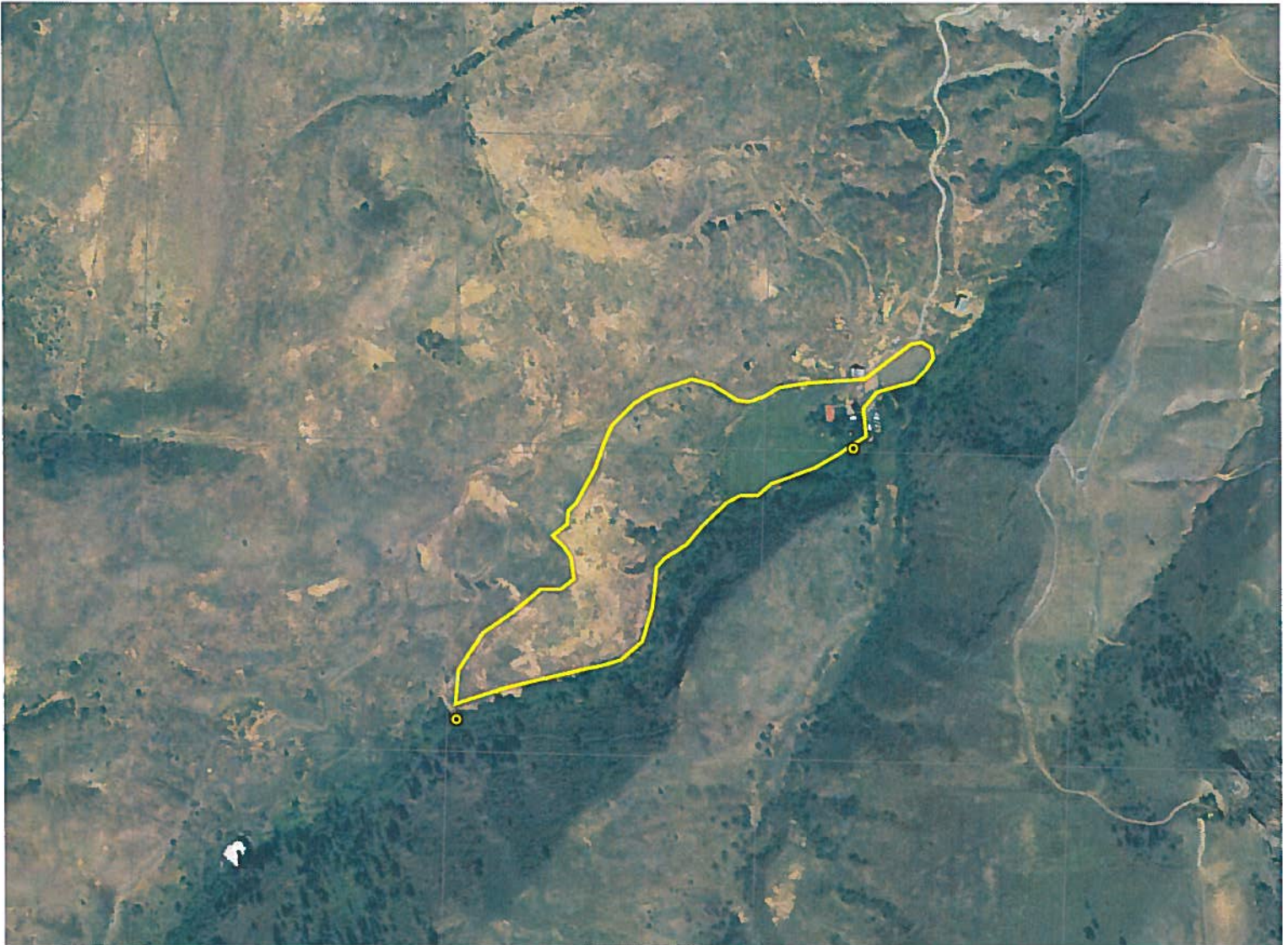
EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

SCANNED

FFR 16 2012

79-4072

T25N R01E
Section(s) 10



0.2 0 0.2 0.4 Miles



Place of Use



Point of Diversion



SCANNED

FEB 16 2012

Layout prepared on April 1, 2006
By Greg Taylor
Idaho Department of Water Resources

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: A79-04072
Date Received: 7/20/1988
Receipt No: W000641
Received By: EJR

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT W. SEWELL 208-628-3328
Address: BOX 05
LUCILE, ID 83542

AND/OR

Name: KATHRYN SEWELL 208-628-3328
Address: BOX 05
LUCILE, ID 83542

2. Date of Priority: JAN 01, 1916

3. Source: ELFERS CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
25N	01E	10	NW	NE			IDAHO
			SE	NW			IDAHO

5. Description of diverting works:
DIVERSION DAM WITH GRAVITY DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	10/31	0.500		
STOCKWATER	01/01	12/31	0.070		

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

8. Total consumptive use is 50.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/250 RANGE CATTLE

A79-04072

Page 1

Date: 09/01/88

SCANNED
MICROFILMED
OCT 06 1992

FEB 16 2012

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
25N	01E	10	NW	NE		IRR	5.0
			NE	NW		IRR	10.0
			SE	NW		IRR	10.0
						Section Acres	25.0
						Total Acres	25.0

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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: 39356
Ident. Number A79-0072
Date Received 07/20/88
Receipt Number W000641

RECEIVED

JUL 20 1988

No. 1 enc.

Department of Water Resources
Western Regional Office

NOTICE OF CLAIM
TO A

WATER RIGHT

ACQUIRED UNDER STATE LAW

RECEIVED

JUL 19 1988

Department of Water Resources

Please type or print clearly

1. Name of Claimant (s) Robert W. ^{and} Kathryn Sewell Phone (208) 628-3328

Mailing Address Box 5 Lucile, Idaho Zip 83542

2. Date of Priority (Only one (1) per claim) Jan. 1, 1916

3. Source of water supply (a) Elfers Creek
which is tributary to (b) Salmon River

4. a. Location of existing point of diversion is: Township 25N Range 1E Section 10,
_____ 1/4 of NW 1/4 of NE 1/4, Govt. Lot, _____ B.M., County of Idaho

Additional points of diversion if any: SE, NW, Sec 10, T 25N R 1E

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. diversion dam with gravity ditches.

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OCT 06 1992 FEB 16 2

Copies: White State, Yellow-Claimant

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 5-1 to 10-31 amount 0.5 or _____

For Stockwater purposes from 1-1 to 12-31 amount 0.07 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.57 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 50 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 250 head cattle

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>25N</u>	<u>1E</u>	<u>10</u>		<u>5</u>			<u>10</u>			<u>10</u>									<u>25</u>

Total number of acres irrigated 25

11. In which county (ies) are lands listed above as place of use located? Idaho

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (☒)

14. Remarks:

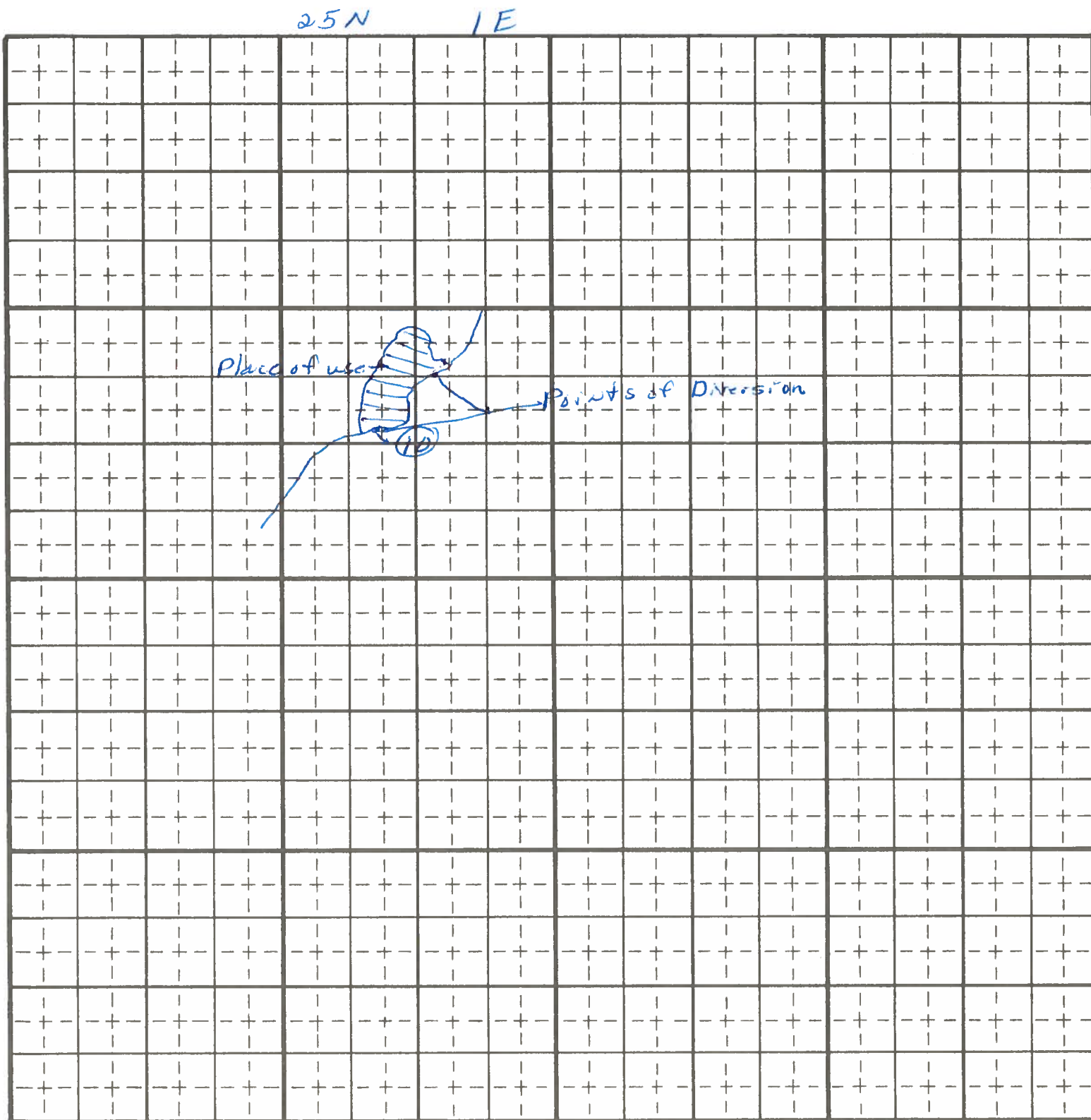
Last Name Sewell

Ident No. A79-09072

MICROFILMED
Copies: White - State, Yellow - Claimant
OCT 06 1992
FEB 16 201

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

Scale: 2 inches equals 1 mile



Last Name

Sewell

Ident No.

A79-09072

Copies: White-Slate, Yellow-Clayton

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FEB 16 2011

OCT 06 1992

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number 79-4072
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

Number of attachments _____
For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) Robert C. Sewell Date 7/14/88
Kathryn Sewell Date 7/14/88

For Organizations: I do solemnly swear or affirm that I am _____ Title _____
of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____
Title and Organization _____ Date _____

State of Idaho/or Idaho)
County of Idaho) SS.

Subscribed and sworn (or affirmed) before me this 14 day of July 19 88

SEAL

Notary Public Solana C. Rice
Residing at Riggins, Idaho
My Commission Expires 1-11-94

Please Print Name

17. Notice of Appearance:
Notice is hereby given that I, _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Sewell Ident. Number A79-09072

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FEB 16 2012
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Copies White-State, Yellow-Claimant
OCT 06 1992

7/18/88

On Friday July 15 '88
We mailed in our Water
Rights Filings for Our
Ranch. The total for
all was \$150.

I made out the Check
and omitted enclosing
it.

Sending it today July 18, '88.

Mrs Robert Sewell.
Lucile, Idaho

For:
Robert W Sewell 83542
and Kathryn Sewell.

1 claim	\$25
1 "	\$75
1 "	\$25
1 "	\$25
	<u>\$150</u>

RECEIVED
JUL 20 1988

Department of Water Resources

RECEIVED
JUL 20 1988

Department of Water Resources
Western Regional Office

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OCT 06 1992

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FEB 16 20