

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 03-7001E
Date Received: 9/21/1989
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WILLIAM J GUTHRIE
30 OLTMAN RD
PO BOX 622
WEISER ID USA 83672

Phone: (208) 549-0862

MARY GUTHRIE
30 OLTMAN RD
PO BOX 622
WEISER ID USA 83672

Phone: (208) 549-0862

2. Date of Priority: 02/21/1968

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
11N	05W	31	SE NW 3	WASHINGTON	

5. Description of diverting works:

Pump & Pipeline

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.647	178.65

7. Total Quantity Appropriated is:
0.647 C.F.S. and/or 178.65 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
11N	05W	20	SW	SW		IRRIGATION	11
			NW	SW		IRRIGATION	18.6
						Section Acres	29.6
11N	05W	29	NW	NW		IRRIGATION	10.1
						Section Acres	10.1
						Total Acres	39.7

11. Place of use in counties: WASHINGTON

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 03-7001A. DH 9/8/2003

15. Basis of Claim: License

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

RECEIVED
JUL 07 2003
WATER RESOURCES
WESTERN REGION

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
X63-7001A					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *No Fee*
- 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):
Included **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) are 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) McGinnis Family Trust
4. New Owner/Claimant(s) William Guthrie and Mary Guthrie
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address PO Box 622
- City, State and ZIP Code Weiser Id. 83672
- New Telephone Number (208) 549-0862 / 549-2501
5. Date you acquired the property 1997 - and 2000

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 box(es) below to describe your water right(s) after the change (one water right per box, you may have more than one box). If your quantity of water is greater than a proportionate split, you must attach documentation to show the amount. If you are not sure how to identify your portion of the original water right or adjudication claim, 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 Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	0.95 CFS 262 AF	58.4 Acres
Stock		
Domestic		
Other		
Total	0.95 CFS / 262 af	58.4 Acres

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
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) William L. Lister and Mary Guthrie
(include title if applicable)

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

For Office Use Only

Received by DH Date 7-7-03 Fee None
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

SPLIT & E

AJ5809NP
No. A03-07001A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 08/27/03
PAGE: 1

OWNER
CODE
NAME & ADDRESS
C MC GINNIS FAMILY TRUST
C/O DARLENE MC GINNIS, TRUSTEE
7208 S MERIDIAN RD
MERIDIAN ID 83642
(208) 887-0919

PRIORITY
DATE
02/21/1968

WATER USE
IRRIGATION

USE PERIOD
FROM TO
03-15 11-15

DIVERSION
RATE
6.890-CFS
6.890-CFS

DIVERSION
VOLUME
1903-50-AFA
1903-50-AFA

178.65

Water Source: SNAKE RIVER

Tributary to: COLUMBIA RIVER

Stage: LICENSE

Point(s) of Diversion:

T11N R05W S31 Lot03(SENW)

WASHINGTON County

0.647

Place of use Legal Description for: IRRIGATION

		NE		NW		SW		SE			
T	R	S	NE	SW	SE	NE	SW	SE	SW	SE	SUM
14N 05W 19	12	22	30	37	40	01	36	02	06	36	02
11N 05W 20	:	:	:	:	:	:	:	:	:	:	:
11N 05W 29	:	:	:	:	:	:	:	:	:	:	:
14N 05W 30	04	:	:	:	:	:	:	:	:	:	:
										TOTAL ACRES	18.6 11
											39.7

POU County: WASHINGTON

Other Rights: PERMIT 67-2296 & INSTITUTE CANAL CO.

Conditions of Approval:

- 001 - A measuring device of a type approved by the Department shall
- be permanently installed and maintained as part of the diverting
- works.

Remarks: GEN

PROOF DATE EXTENDED - 3/22/73.
PARTIAL FIELD EXAM CONDUCTED, MEASUREMENT MADE BY PRIVATE W.R.
EXAMINER at 7.48 CFS.

AMENDED CLAIM PREPARED FOR MCGINNIS FAMILY TRUST 4/26/96 - HAVE
LETTER FROM NORTHWEST FARM CREDIT SERVICES WHICH STATES THEY HAVE
NO SECURITY INTEREST IN PROPERTY ANY LONGER. AMENDED CLAIM WILL
REFLECT LICENSE AS ISSUED 6/15/1994. KW
THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION
OF CLAIM NO. A03-07001, FEE PAID UNDER RECEIPT NO. W006020.
KW 9/13/1996

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

SPLIT TREE

CLAIM: 67-7001A LICENSE SPLIT

AGENT: Ron Howerton

Date: 08-27-03

IRRIGATION CFS FACTOR = $\text{CFS } 6.89 / \text{ACRES } 423 = 0.016288416 \text{ CFS}$

IRRIGATION AFA FACTOR = $1903.5 \text{ AFA} / 423 \text{ ACRES} = (4.5 \text{ factor}) = \text{per acre}$

McGinnis = **SPLIT A** = (FACTOR) x 318.5 acres = 5.188 CFS & (4.5) (318.5) = 1433.25 AFA

Porter = **SPLIT B** = (FACTOR) x 64.8 acres = 1.055 CFS & (4.5) (64.8) = 291.60 AFA

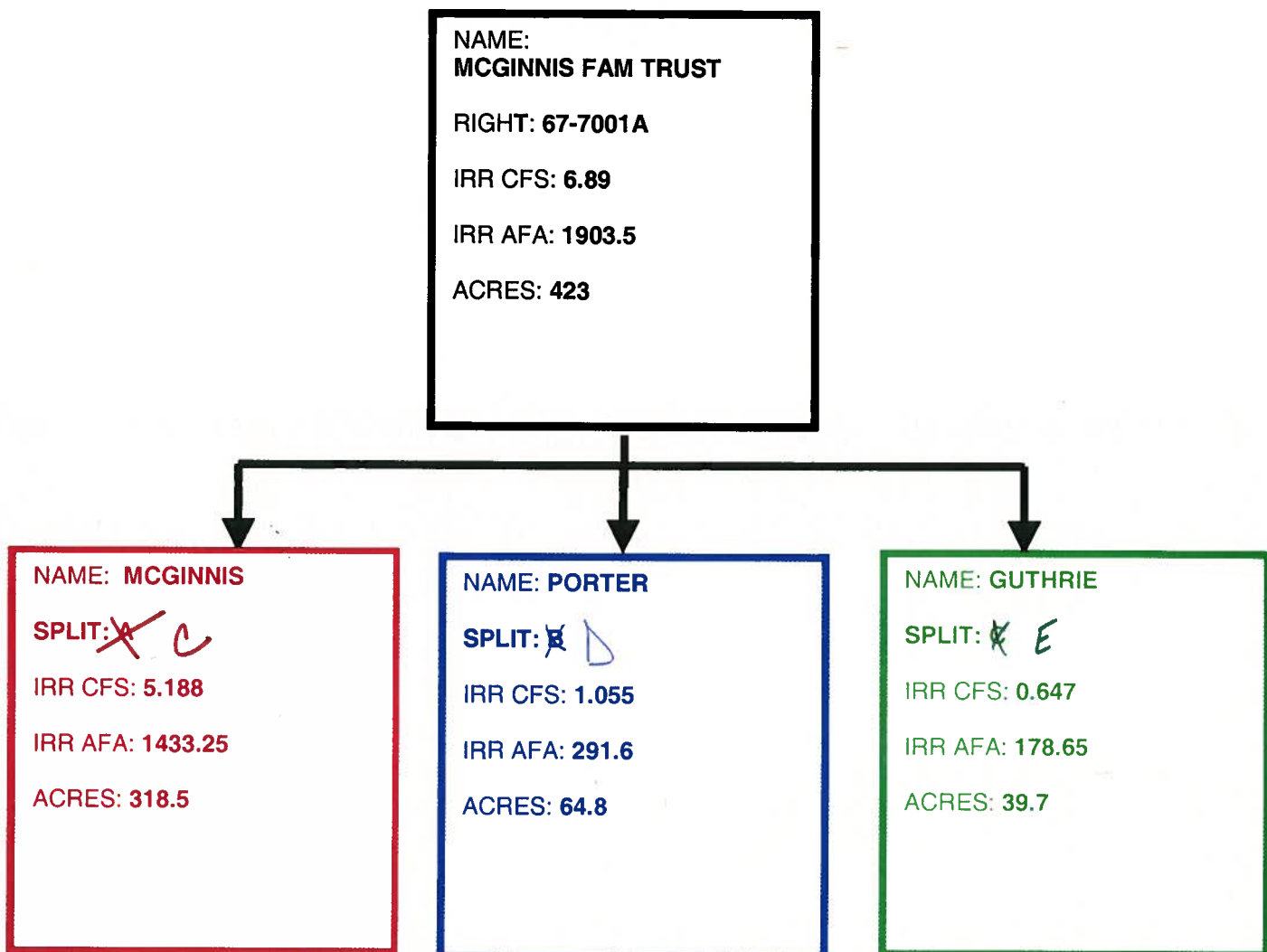
Guthrie = **SPLIT C** = (FACTOR) x 39.7 acres = 0.647 CFS & (4.5) (39.7) = 178.65 AFA

TOTALS:

MCGINNIS = 5.188 CFS + **PORTER** = 1.055 CFS + **GUTHRIE** = 0.647 CFS = **6.89 CFS**

MCGINNIS = 1433.25 AFA + **PORTER** = 291.60 AFA + **GUTHRIE** = 178.65 AFA = **1903.5 AFA**

MCGINNIS = 318.5 ACRES + **PORTER** = 64.8 ACRES + **GUTHRIE** = 39.7 ACRES = **423 ACRES**



SURVEY FOR

BILL & MARY GUTHRIE

WITHIN

SECTIONS 19, 20, 29, & 30 OF T.11N., R.5W., B.M.

WASHINGTON COUNTY, IDAHO

CERTIFICATE OF ENGINEER/SURVEYOR

I, S. BOLAND MALLINIX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN MARCH OF 2000.

CERTIFICATE OF COUNTY RECORDER

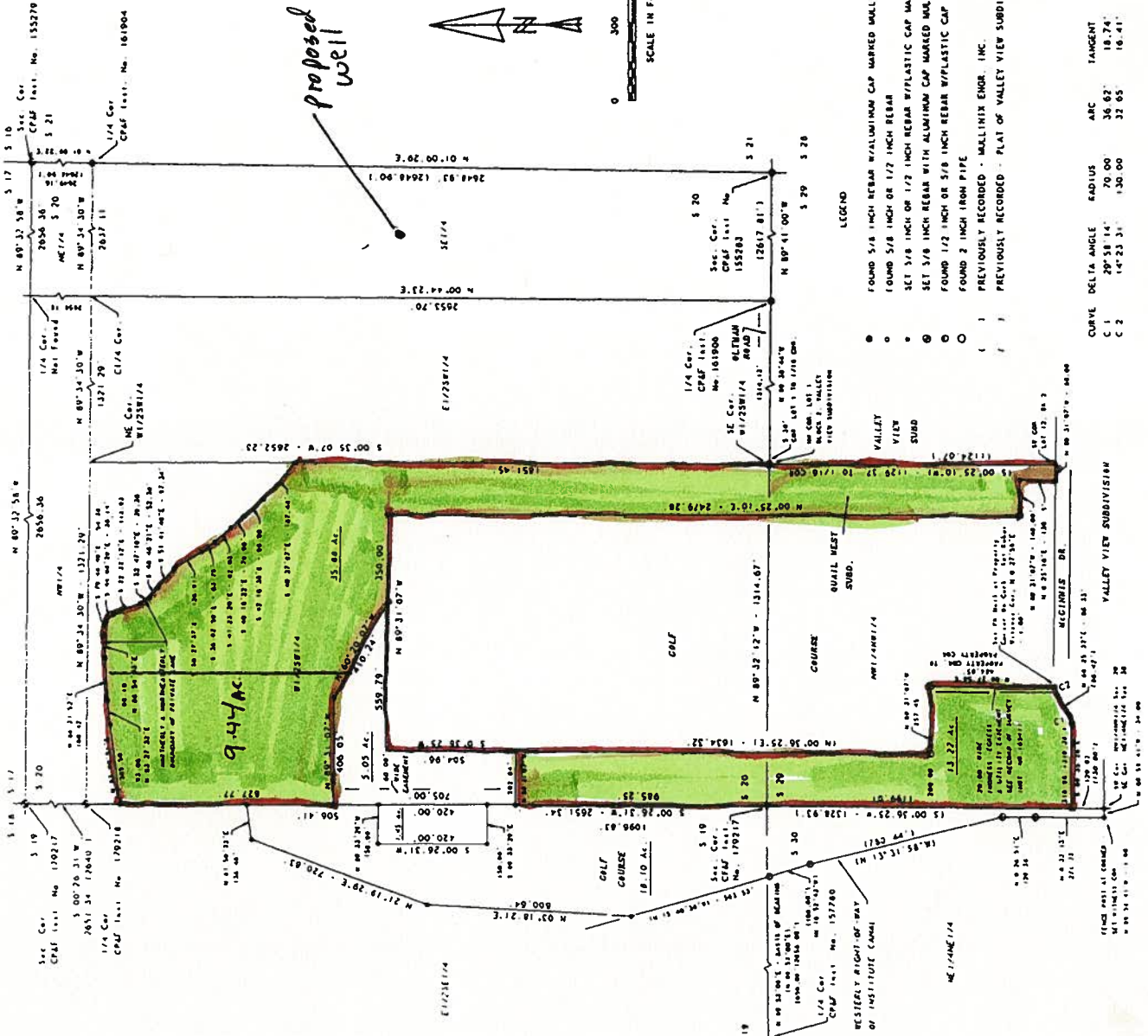
INSTRUMENT NO. _____
STATE OF IDAHO
COUNTY OF WASHINGTON
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF _____ MINUTES PAST _____ O'CLOCK _____ M., THIS AT _____ DAY OF _____ 20____, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF SURVEYS, PAGE _____

DEPUTY

EX-OFFICIO RECORDER

INDEX NO 1154-20-0-0-00-00

MULLINIX ENGINEERING, INC.
WEISER, IDAHO
MARCH 31 2000



WARRANTY DEED

For Value Received

DARLENE J. MCGINNIS REVOCABLE LIVING TRUST U/T/A DATED JANUARY 9, 1997

does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto

WILLIAM GUTHRIE AND MARY GUTHRIE, HUSBAND AND WIFE,

whose current address is

the following described premises, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said grantees, heirs and assigns forever. And the said grantor do hereby covenant to and with the said grantees that she are the owner in fee simple of said premises; that she is free from all encumbrances, excepting reservations, easements, encumbrances, restrictions and rights of way appearing of record and/or existing and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: 4-17-00

Darlene J. McGinnis, Trustee
 DARLENE J. MCGINNIS, TRUSTEE

STATE OF IDAHO, COUNTY OF WASHINGTON

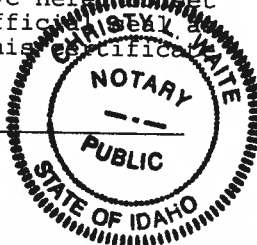
On this 17th day of APRIL, 2000, before me,
 the undersigned, a Notary Public in and
 for the said State, personally appeared

DARLENE J. MCGINNIS

known or identified to me to be the
 person whose name is subscribed to
 the within instrument as Trustee and
 acknowledged to me that she executed
 the same as such Trustee.

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

Christy L. Waite
 CHRISTY L. WAITE
 Notary Public
 Residing at Weiser, Idaho
 Comm. Expires 11/04/2003



Instrument # 179424

WASHINGTON COUNTY, IDAHO

2000-04-21

03:39:00 No. of Pages: 5

Recorded for : WEISER VALLEY TITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Fee: 15.00

Daddy Daratt

FILE NO.:100-99-7413

PARCEL I:

A parcel of land situated within the NW1/4NW1/4 of Section 29 and the W1/2SW1/4 of Section 20, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the southwest corner of Lot 12 of Block 2 of Valley View Subdivision as the same is shown on the official plat thereof on file in the office of the County Recorder of Washington County, Idaho, which point is on the east line of the NW1/4NW1/4 of Section 29, T.11N., R.5W.;

Thence N 89°31'07" W, a distance of 60.00 feet along the north right-of-way line of an existing County Road known as McGinnis Drive;

Thence N 0°25'10" E, parallel to the west line of said Block 2 of Valley View Subdivision a distance of 139.88 feet;

Thence N 89°31'07" W, parallel to the north right-of-way line of said McGinnis Drive a distance of 140.00 feet;

Thence N 0°25'10" E, parallel to the west line of said Block 2 of Valley View Subdivision, a distance of 2479.28 feet to a point within the W1/2SW1/4 of Section 20, T.11N., R.5W., B.M.;

Thence N 89°31'07" W, parallel to the north right-of-way line of said Valley View Drive, a distance of 350.00 feet;

Thence N 60°20'07" W, a distance of 410.24 feet;

Thence N 89°31'07" W, parallel to the north right-of-way line of said Valley View Drive, a distance of 406.05 feet to a point on the west line of said W1/2SW1/4;

Thence N 0°26'31" E, a distance of 827.77 feet along the west line of said W1/2SW1/4;

Thence N 83°00'51" E, a distance of 305.50 feet to a point on the northerly boundary of a private lane;

Thence N 83°27'32" E, a distance of 93.06 feet along the northerly boundary of said private lane;

Thence N 86°21'52" E, a distance of 160.42 feet along the northerly boundary of said private lane;

Thence N 86°54'03" E, a distance of 88.10 feet along the northerly boundary of said private lane;

Thence S 79°48'49" E, a distance of 54.38 feet along the northerly boundary of said private lane;

Continued

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FILE NO.: 100-99-7413

Thence S 44°08'29" E, a distance of 36.14 feet along the northeasterly boundary of said private lane;

Thence S 22°22'12" E, a distance of 113.93 feet along the northeasterly boundary of said private lane;

Thence S 32°47'10" E, a distance of 39.30 feet along the northeasterly boundary of said private lane;

Thence S 48°48'21" E, a distance of 52.30 feet along the northeasterly boundary of said private lane;

Thence S 51°41'40" E, a distance of 97.34 feet along the northeasterly boundary of said private lane;

Thence S 30°27'37" E, a distance of 126.91 feet along the northeasterly boundary of said private lane;

Thence S 36°02'59" E, a distance of 63.78 feet along the northeasterly boundary of said private lane;

Thence S 41°23'20" E, a distance of 82.03 feet along the northeasterly boundary of said private lane;

Thence S 40°18'22" E, a distance of 70.90 feet along the northeasterly boundary of said private lane;

Thence S 42°16'38" E, a distance of 98.90 feet along the northeasterly boundary of said private lane;

Thence S 49°37'07" E, a distance of 187.44 feet along the northeasterly boundary of said private lane to a point on the east line of said W1/2SW1/4;

Thence S 0°35'07" W, a distance of 1851.45 feet along the east line of said W1/2SW1/4 to the southeast corner of said W1/2SW1/4;

Thence S 0°25'10" W, a distance of 5.30 feet along the east line of the NW1/4NW1/4 of said Section 29 to the northwest corner of Lot 1 of Block 2 of Valley View Subdivision;

Thence continuing S 0°25'10" W, a distance of 1124.07 feet along the west line of said Block 2 of Valley View Subdivision to the point of beginning.

TOGETHER WITH AND SUBJECT TO an ingress-egress easement for all lawful purposes along an existing roadway described as follows:

Continued

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EXHIBIT "A" CONTINUED

FILE NO.:100-99-7413

Beginning at the East end of Oltman Road as shown on the official plat of Valley View Subdivision now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of said Section 20 to the west line of said NW1/4SW1/4, of which a portion of the northerly and northeasterly boundaries of said roadway are described in the above land description.

EXCEPTING Quail Nest Subdivision as the same is shown on the official plat thereof on file in the office of the County Recorder of Washington County, Idaho.

PARCEL II:

A parcel of land situated within the NW1/4NW1/4 of Section 29 and the SW1/4SW1/4 of Section 20, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the southwest corner of the NW1/4NW1/4 of Section 29, T.11N., R.5W., B.M.;

Thence N 0°36'25" E, a distance of 129.92 feet along the west line of said NW1/4NW1/4 and along the west right-of-way line of McGinnis Drive of Valley View Subdivision as the same is shown on the official plat thereof on file in the office of the County Recorder of Washington County, Idaho, to the TRUE POINT OF BEGINNING;

Thence S 89°35'26" E, a distance of 318.98 feet along the north right-of-way line of said McGinnis Drive to a point of curvature;

Thence along the northerly right-of-way of said McGinnis Drive, a distance of 36.62 feet along the arc of a 70.00 foot radius curve to the left, with a central angle of 29°58'14", and a long chord bearing N 76°00'26" E - 36.20 feet to a point on tangent;

Thence N 60°25'32" E, a distance of 86.33 feet along the northerly right-of-way line of said McGinnis Drive to a point of curvature;

Thence along the northerly right-of-way of said McGinnis Drive, a distance of 32.65 feet along the arc of a 130.00 foot radius curve to the right, with a central angle 14°23'31", and a long chord bearing N 67°43'05" E - 32.57 feet;

Thence N 0°27'58" E, a distance of 484.65 feet;

Thence N 89°31'07" W, a distance of 257.45 feet to a point 200.00 feet east of the west line of said NW1/4NW1/4;

Thence N 0°36'25" E, parallel to the west line of said NW1/4NW1/4, a distance of 1634.32 feet to a point within the SW1/4SW1/4 of Section 20, T.11N., R.5W., B.M.;

Continued

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EXHIBIT "A" CONTINUED

FILE NO.:100-99-7413

Thence N 89°31'07" W, a distance of 202.84 feet to a point on the west line of said SW1/4SW1/4;

Thence S 0°26'31" W, a distance of 985.25 feet along the west line of said SW1/4SW1/4 to the southwest corner of said Section 20 (northwest corner of said Section 29);

Thence S 0°36'25" W, a distance of 1199.01 feet along the west line of the NW1/4NW1/4 of said Section 29 to the TRUE POINT OF BEGINNING.

SUBJECT TO a 20.00 foot wide ingress-egress easement and utility easement within the NW1/4NW1/4 of Section 29, T.11N., R.5W., B.M., Washington County, Idaho, more particularly described as follows:

Beginning at the southwest corner of the NW1/4NW1/4 of Section 29, T.11N., R.5W., B.M., which point is the southwest corner of said Valley View Subdivision;

Thence S 89°31'07" E (S 89°40' E of record), a distance of 459.13 feet along the south line of Valley View Subdivision (south line of said NW1/4NW1/4) to the southeast corner of Lot 2 of Block 3 of Valley View Subdivision;

Thence N 0°27'58" E along the east line of said Lot 2, a distance of 130.67 feet (N 0°20' E - 130.62 feet of record) to the northeast corner of said Lot 2;

Thence continuing N 0°27'58" E, a distance of 64.54 feet to the TRUE POINT OF BEGINNING, which point is on the northerly right-of-way of said McGinnis Drive;

Thence along the northerly right-of-way of McGinnis Drive a distance of 21.34 feet along the arc of a 130.00 foot radius curve to the left with a central angle of 9°24'23", and a long chord bearing S 70°12'39" W - 21.32 feet;

Thence N 0°27'58" E, parallel to the east line of said Lot 2, a distance of 492.04 feet;

Thence S 89°31'07" E, parallel to the south line of Valley View Subdivision, a distance of 20.00 feet;

Thence S 0°27'58" W, a distance of 484.65 feet to the TRUE POINT OF BEGINNING.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
WEISER VALLEY TITLE, INC.
128 EAST MAIN
P.O. BOX 591
WEISER, ID 83672

CHICAGO TITLE INSURANCE COMPANY

By:


President

By:


Secretary




Authorized Signatory

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 100-99-7413

1. Effective Date: MARCH 30, 2000 AT 7:30 AM

2. Policy or Policies to be issued:

A.	(X) ALTA Owner's Policy, (10-17-92)	Amount	\$158,690.00
	(X) Standard Coverage	Premium	\$ 732.00
	() Extended Coverage		

Proposed Insured: WILLIAM GUTHRIE AND MARY GUTHRIE

B.	() ALTA Loan Policy, (10-17-92)	Amount	\$
	() Standard Coverage	Premium	\$
	() Extended Coverage		

Proposed Insured:
(ENDORSEMENTS:)

C.	()	Amount	\$
		Premium	\$

IN THE EVENT THAT SALE OF PROPERTY IS NOT COMPLETED OR LOAN IS NOT MADE, ORDER FOR POLICY MAY BE CANCELLED BY PAYING 50% OF SCHEDULE RATE; MINIMUM \$100 WITH COMPANY'S CONSENT.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate and interest in said land is at the effective date hereof vested in:

DARLENE J. MCGINNIS REVOCABLE LIVING TRUST U/T/A dated January 9, 1997

5. The land referred to in this Commitment is described as follows:

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

File Number: 100-99-7413

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.*
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*
- (3) Easements, or claims of easements, not shown by the public records.*
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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) Taxes or special 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. Proceeding 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.*

* Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

File Number: 100-99-7413

Special Exceptions:

1. Taxes for 1999 in the original amount of \$39.16, \$83.96, \$75.12, of which the first half is delinquent, the balance due and payable, Assessment No. 11N05W205575, 11N05W205595, 11N05W293060.
2. Taxes for 2000 are an accruing lien and not yet due or payable.
3. Liens, levies and assessments of the McGinnis Canal Co., or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.
4. An Easement for public utilities and incidental purposes in favor of Idaho Power Company as set forth in an instrument recorded March 19, 1963 in Book 7 Misc., Page 33, Official Records, over the SW1/4 Sec. 20, Twp. 11 N., R. 5 W., B.M..
5. An Easement for public utilities and incidental purposes in favor of Idaho Power Company as set forth in an instrument recorded August 27, 1964 as Instrument No. 89218, Book 85 Deeds, page 330, Official Records, over Sec. 20, Twp. 11 N., R. 5 W., B.M.
6. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded September 18, 1947 as Instrument No. 71121, in Book 68 Deeds, page 271, Official Records, over the SW1/4SW1/4 of Sec. 20, Twp. 11 N., R. 5 W., B.M.
7. Reservation contained in Warranty Deed recorded March 20, 1968 in Book 90 Deeds, page 623, Official Records; wherein grantor reserved all oil, gas and mineral rights..right of ingress-egress... effects NW1/4SW1/4 of Sec. 20, Twp. 11 N., R. 5 W., B.M.
8. Reservation contained in Warranty Deed recorded March 12, 1955 in Book 75 Deeds, page 624, instrument No. 81083, Official Records: wherein grantor reserves all oil gas, and mineral rights, affects SW1/4SW1/4 of Sec. 20, Twp. 11 N., R. 5 W., B.M.
9. Covenants, conditions and restrictions contained in Pipeline Easement Agreements and Easement Deeds recorded as follows:

Book	Page	Instrument Number	Recorded
8, Misc.	53	92079	June 2, 1967
8, Misc.	75	92143	July 5, 1967
89, Deeds	491	92049	May 18, 1967
89, Deeds	493	92050	May 18, 1967
89, Deeds	525	92068	May 29, 1967
89, Deeds	557	92096	June 9, 1967

CONTINUED

SCHEDULE B CONTINUED

FILE NO.: 100-99-7413

10. Right to Use Irrigation System and Agreement to Deliver Water executed by the Douglas McGinnis and the Lucille McGinnis Family Trust U/T/A dated February 22, 1986, recorded June 16, 1992 as Instrument No. 154683, Official Records.
11. Ingress-egress easement along existing road way across NW1/4SW1/4 of Sec. 20, as granted to Howard Porter in Deed recorded June 16, 1992 as Instrument No. 154684, Official Records.
12. Ingress-egress and utility easement within the NW1/4NW1/4 of Sec. 29 as granted the Weiser Golf Association, recorded January 11, 1996 as Instrument No. 165192, Official Records.
13. Any claim based on the location of the private lane in the NW1/4SW1/4 of Section 20, it is not established of record.
14. A mortgage and security agreement dated November 21, 1996 to secure an indebtedness in the principal sum of \$145,000.00.
Recorded: November 21, 1996, Instrument No. 167983
Mortgagor: Darlene McGinnis
Mortgage: Bighorn Mortgage Corporation
15. State liens, if any, filed in the office of the Secretary of State Pursuant to Chapter 19, Title 45 of the Idaho Code.

End Schedule B

NOTE NO. 1: We require a Quitclaim Deed from Howard C. Porter and Carol Ann Porter, husband and wife to clear exception No. 13.

EXHIBIT "A"

FILE NO.:100-99-7413

PARCEL I:

A parcel of land situated within the NW1/4NW1/4 of Section 29 and the W1/2SW1/4 of Section 20, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the southwest corner of Lot 12 of Block 2 of Valley View Subdivision as the same is shown on the official plat thereof on file in the office of the County Recorder of Washington County, Idaho, which point is on the east line of the NW1/4NW1/4 of Section 29, T.11N., R.5W.;

Thence N 89°31'07" W, a distance of 60.00 feet along the north right-of-way line of an existing County Road known as McGinnis Drive;

Thence N 0°25'10" E, parallel to the west line of said Block 2 of Valley View Subdivision a distance of 139.88 feet;

Thence N 89°31'07" W, parallel to the north right-of-way line of said McGinnis Drive a distance of 140.00 feet;

Thence N 0°25'10" E, parallel to the west line of said Block 2 of Valley View Subdivision, a distance of 2479.28 feet to a point within the W1/2SW1/4 of Section 20, T.11N., R.5W., B.M.;

Thence N 89°31'07" W, parallel to the north right-of-way line of said Valley View Drive, a distance of 350.00 feet;

Thence N 60°20'07" W, a distance of 410.24 feet;

Thence N 89°31'07" W, parallel to the north right-of-way line of said Valley View Drive, a distance of 406.05 feet to a point on the west line of said W1/2SW1/4;

Thence N 0°26'31" E, a distance of 827.77 feet along the west line of said W1/2SW1/4;

Thence N 83°00'51" E, a distance of 305.50 feet to a point on the northerly boundary of a private lane;

Thence N 83°27'32" E, a distance of 93.06 feet along the northerly boundary of said private lane;

Thence N 86°21'52" E, a distance of 160.42 feet along the northerly boundary of said private lane;

Thence N 86°54'03" E, a distance of 88.10 feet along the northerly boundary of said private lane;

Thence S 79°48'49" E, a distance of 54.38 feet along the northerly boundary of said private lane;

Thence S 44°08'29" E, a distance of 36.14 feet along the northeasterly boundary of said private lane;

Thence S 22°22'12" E, a distance of 113.93 feet along the northeasterly boundary of said private lane;

Thence S 32°47'10" E, a distance of 39.30 feet along the northeasterly boundary of said private lane;

Thence S 48°48'21" E, a distance of 52.30 feet along the northeasterly boundary of said private lane;

Thence S 51°41'40" E, a distance of 97.34 feet along the northeasterly boundary of said private lane;

Thence S 30°27'37" E, a distance of 126.91 feet along the northeasterly boundary of said private lane;

Thence S 36°02'59" E, a distance of 63.78 feet along the northeasterly boundary of said private lane;

Thence S 41°23'20" E, a distance of 82.03 feet along the northeasterly boundary of said private lane;

Thence S 40°18'22" E, a distance of 70.90 feet along the northeasterly boundary of said private lane;

Thence S 42°16'38" E, a distance of 98.90 feet along the northeasterly boundary of said private lane;

Thence S 49°37'07" E, a distance of 187.44 feet along the northeasterly boundary of said private lane to a point on the east line of said W1/2SW1/4;

Thence S 0°35'07" W, a distance of 1851.45 feet along the east line of said W1/2SW1/4 to the southeast corner of said W1/2SW1/4;

Thence S 0°25'10" W, a distance of 5.30 feet along the east line of the NW1/4NW1/4 of said Section 29 to the northwest corner of Lot 1 of Block 2 of Valley View Subdivision;

Thence continuing S 0°25'10" W, a distance of 1124.07 feet along the west line of said Block 2 of Valley View Subdivision to the point of beginning.

TOGETHER WITH AND SUBJECT TO an ingress-egress easement for all lawful purposes along an existing roadway described as follows:

EXHIBIT "A" CONTINUED

FILE NO.:100-99-7413

Beginning at the East end of Oltman Road as shown on the official plat of Valley View Subdivision now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of said Section 20 to the west line of said NW1/4SW1/4, of which a portion of the northerly and northeasterly boundaries of said roadway are described in the above land description.

EXCEPTING Quail Nest Subdivision as the same is shown on the official plat thereof on file in the office of the County Recorder of Washington County, Idaho.

PARCEL II:

A parcel of land situated within the NW1/4NW1/4 of Section 29 and the SW1/4SW1/4 of Section 20, Township 11 North, Range 5 West, Boise Meridian, Washington County, Idaho, more particularly described as follows:

Beginning at the southwest corner of the NW1/4NW1/4 of Section 29, T.11N., R.5W., B.M.;

Thence N 0°36'25" E, a distance of 129.92 feet along the west line of said NW1/4NW1/4 and along the west right-of-way line of McGinnis Drive of Valley View Subdivision as the same is shown on the official plat thereof on file in the office of the County Recorder of Washington County, Idaho, to the TRUE POINT OF BEGINNING;

Thence S 89°35'26" E, a distance of 318.98 feet along the north right-of-way line of said McGinnis Drive to a point of curvature;

Thence along the northerly right-of-way of said McGinnis Drive, a distance of 36.62 feet along the arc of a 70.00 foot radius curve to the left, with a central angle of 29°58'14", and a long chord bearing N 76°00'26" E - 36.20 feet to a point on tangent;

Thence N 60°25'32" E, a distance of 86.33 feet along the northerly right-of-way line of said McGinnis Drive to a point of curvature;

Thence along the northerly right-of-way of said McGinnis Drive, a distance of 32.65 feet along the arc of a 130.00 foot radius curve to the right, with a central angle 14°23'31", and a long chord bearing N 67°43'05" E - 32.57 feet;

Thence N 0°27'58" E, a distance of 484.65 feet;

Thence N 89°31'07" W, a distance of 257.45 feet to a point 200.00 feet east of the west line of said NW1/4NW1/4;

Thence N 0°36'25" E, parallel to the west line of said NW1/4NW1/4, a distance of 1634.32 feet to a point within the SW1/4SW1/4 of Section 20, T.11N., R.5W., B.M.;

EXHIBIT "A" CONTINUED

FILE NO.:100-99-7413

Thence N 89°31'07" W, a distance of 202.84 feet to a point on the west line of said SW1/4SW1/4;

Thence S 0°26'31" W, a distance of 985.25 feet along the west line of said SW1/4SW1/4 to the southwest corner of said Section 20 (northwest corner of said Section 29);

Thence S 0°36'25" W, a distance of 1199.01 feet along the west line of the NW1/4NW1/4 of said Section 29 to the TRUE POINT OF BEGINNING.

SUBJECT TO a 20.00 foot wide ingress-egress easement and utility easement within the NW1/4NW1/4 of Section 29, T.11N., R.5W., B.M., Washington County, Idaho, more particularly described as follows:

Beginning at the southwest corner of the NW1/4NW1/4 of Section 29, T.11N., R.5W., B.M., which point is the southwest corner of said Valley View Subdivision;

Thence S 89°31'07" E (S 89°40' E of record), a distance of 459.13 feet along the south line of Valley View Subdivision (south line of said NW1/4NW1/4) to the southeast corner of Lot 2 of Block 3 of Valley View Subdivision;

Thence N 0°27'58" E along the east line of said Lot 2, a distance of 130.67 feet (N 0°20' E - 130.62 feet of record) to the northeast corner of said Lot 2;

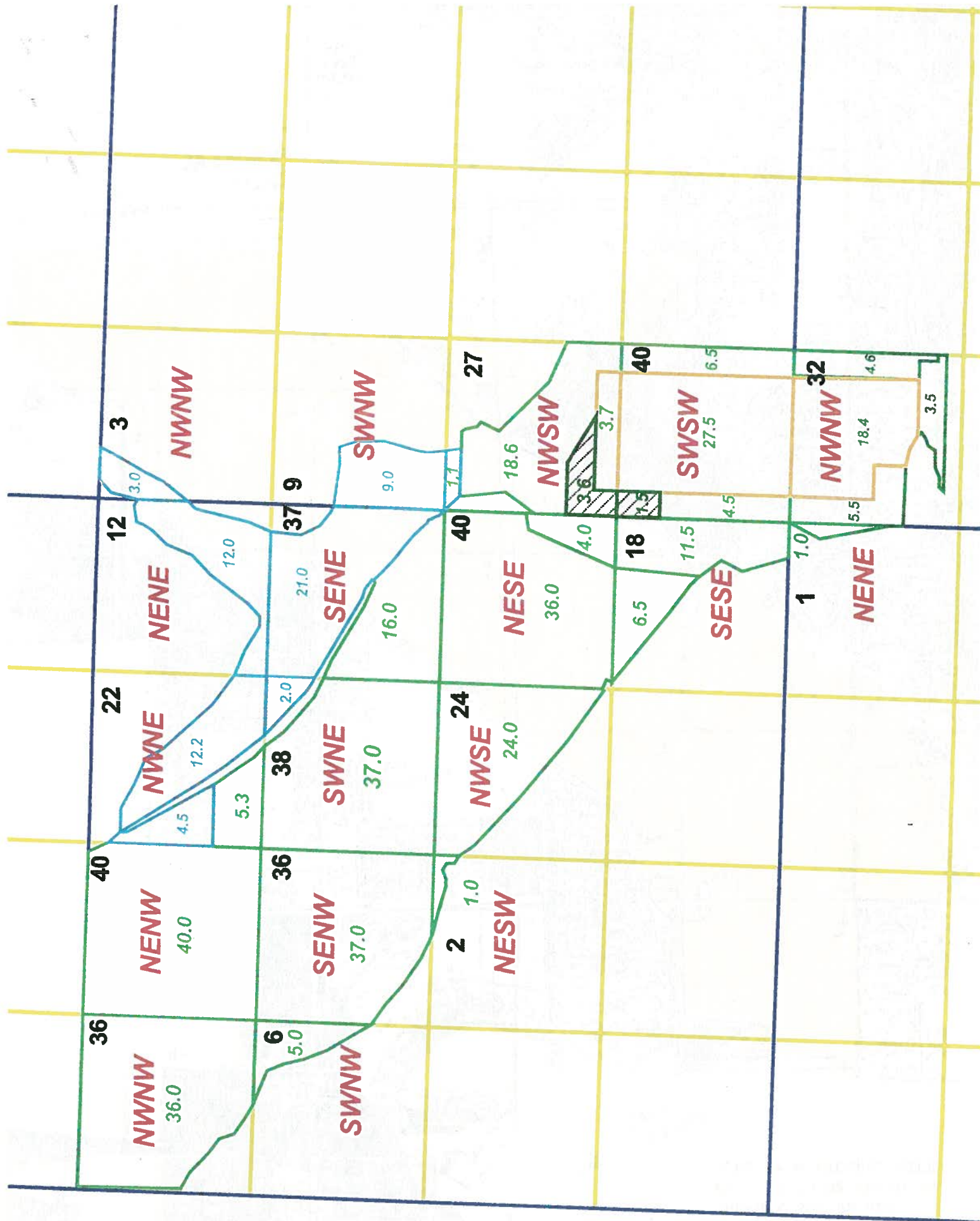
Thence continuing N 0°27'58" E, a distance of 64.54 feet to the TRUE POINT OF BEGINNING, which point is on the northerly right-of-way of said McGinnis Drive;

Thence along the northerly right-of-way of McGinnis Drive a distance of 21.34 feet along the arc of a 130.00 foot radius curve to the left with a central angle of 9°24'23", and a long chord bearing S 70°12'39" W - 21.32 feet;

Thence N 0°27'58" E, parallel to the east line of said Lot 2, a distance of 492.04 feet;

Thence S 89°31'07" E, parallel to the south line of Valley View Subdivision, a distance of 20.00 feet;

Thence S 0°27'58" W, a distance of 484.65 feet to the TRUE POINT OF BEGINNING.



**GUTHERIE SPLIT
39.7 PRORATED ACRES**

18.6

NWSW

SWSW

4.5

6.5

T11N, R05W, S20

T11N, R05W, S29

NWNW

5.5

4.6

1987 NAPP

**GUTHERIE SPLIT
39.7 PRORATED ACRES**

NWSW

18.6

SWSW

6.5

4.5

NWNW

5.5

4.6

T11N, R05W, S20

T11N, R05W, S29

U53 DOQ

**GUTHERIE SPLIT
39.7 PRORATED ACRES**

U53 TOPO

T11N, R05W, S20

T11N, R05W, S29

18.6

NWSW

SWSW

6.5

4.5

NWNW

5.5

4.6

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: **A03-07001A**
Date Received: 9/21/1989
Receipt No: X777777
Received By: _____

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

1. Name: MC GINNIS FAMILY TRUST 208-887-0919
Address: C/O DARLENE MC GINNIS, TRUSTEE
7208 S MERIDIAN RD
MERIDIAN ID 83642

2. Date of Priority: FEB 21, 1968

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
11N	05W	31	SE	NW		3	WASHINGTON

5. Description of diverting works:
PUMP & PIPELINE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.890		1903.50

7. Total Quantity Appropriated is:
6.890 C.F.S. (and/or) 1903.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
11N	05W	19	NE	NE		IRR	12.0
			NW	NE		IRR	22.0
			SW	NE		IRR	38.0
			SE	NE		IRR	37.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11N	05W	19	NE	NW		IRR	40.0
			NW	NW	1	IRR	36.0
			SW	NW	2	IRR	6.0
			SE	NW		IRR	36.0
			NE	SW		IRR	2.0
			NE	SE		IRR	40.0
			NW	SE		IRR	24.0
			SE	SE		IRR	18.0
						Section Acres	311.0
		20	NW	NW		IRR	3.0
			SW	NW		IRR	9.0
			NW	SW		IRR	27.0
			SW	SW		IRR	40.0
						Section Acres	79.0
		29	NW	NW		IRR	32.0
						Section Acres	32.0
		30	NE	NE		IRR	1.0
						Section Acres	1.0
						Total Acres	423.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

PERMIT 67-2296 & INSTITUTE CANAL CO.

14. Remarks:

PROOF DATE EXTENDED - 3/22/73.

PARTIAL FIELD EXAM CONDUCTED, MEASUREMENT MADE BY PRIVATE W.R. EXAMINER @ 7.48 CFS.

AMENDED CLAIM PREPARED FOR MCGINNIS FAMILY TRUST 4/26/96 - HAVE LETTER FROM NORTHWEST FARM CREDIT SERVICES WHICH STATES THEY HAVE NO SECURITY INTEREST IN PROPERTY ANY LONGER. AMENDED CLAIM WILL REFLECT LICENSE AS ISSUED 6/15/1994. KW

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A03-07001, FEE PAID UNDER RECEIPT NO. W006020.

14. Remarks: Continued
KW 9/13/1996

15. Basis of Claim: LICENSE

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 _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

MAR 19 1996

WATER RESOURCES
WESTERN REGION

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 11N Range 5W
Section 20, 1/4 of 1/4 of 1/4, Govt. Lot _____, BM. SE1/4NW1/4
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet. NE1/4SW1/4
SE1/4SW1/4

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) A03-07001
Assigned by IDWR: _____
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): DARLENE MC GINNIS (PRIOR TO NORTHWEST)
NORTHWEST FARM CREDIT SERVICES ACA
411 BLAINE ST
CALDWELL ID 83605
- ☐ New Owner/Claimant (Purchaser): WILLIAM J &/OR MARY GUTHRIE
30 OLTMAN ROAD
- ☐ New Mailing Address: WEISER ID 83672
- ☐ New Telephone Number: (208) 549 - 0862
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? XX yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
LANDS IN E1/2SW1/4, SEC. 20, T11N, R5W AND PROPORTIONATE AMOUNT OF
WATER AS SHOWN ON LICENSE.

- ☐ Attach proof of ownership, describe WARRANTY DEEDS - IN FILE A03-07001
proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☒ Signature of New Owner/Claimant(s): Mary Guthrie Date 3-18-96
William J Guthrie Date 3-18-96
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 9/13/96 By: KW

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

MICROFILMED

OCT 24 1996

Rec'd by FAX 3-4-96 kw

100-94-4741

WARRANTY DEED

For Value Received

DARLENE MCCINNIS, a single person

The grantor does hereby grant, bargain, sell and convey unto

the grantees, WILLIAM J. GUTHRIE AND MARY J. GUTHRIE, husband and wife, whose current address is

P.O. BOX 622, WEISER, ID 83672
the following described premises, in WASHINGTON

County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

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 Grantee, that she the owner in fee simple of said premises; that they are free from all incumbrances

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

dated: DECEMBER 16, 1994

Darlene McGinnis
DARLENE MCCINNIS

MICROFILMED
OCT 24 1996

STATE OF IDAHO, COUNTY OF WASHINGTON
in this 16th day of DECEMBER, 1994.

STATE OF IDAHO, COUNTY OF WASHINGTON
I hereby certify that this instrument was filed for record at the

LSN

EXHIBIT "A"

IN TOWNSHIP 11 NORTH, RANGE 5, WEST BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 20: SE1/4SW1/4, SAVE AND EXCEPT ALL THAT PART OF THE SE1/4SW1/4 LYING EASTERLY OF AN EXISTING ROAD DESCRIBED AS: Beginning at the East end of Oltman Road as shown on the Official Plat of VALLEY VIEW SUBDIVISION now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of Section 20 to the West line of said NW1/4SW1/4.

TOGETHER WITH AND SUBJECT TO an ingress-egress easement along an existing roadway described as follows: Beginning at the East end of Oltman Road as shown on the Official Plat of VALLEY VIEW SUBDIVISION now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of Section 20 to the West line of said NW1/4SW1/4.

SAVE AND EXCEPT THEREFROM the following described tract of land:

Commencing at the quarter section corner common to Sections 20 and 29 said Township and Range;

Thence N 89 degrees 40' 30" W along the section line, 432.53 feet to the real point of beginning;

Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence in a southeasterly direction, along the Westerly line of an established roadway, to a point on the South line of the SE1/4SW1/4 of said Section 20;

Thence N 89 degrees 40' 30" W 50 feet, more or less, to the real point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

Commencing at the quarter section corner common to Section 20 and 29 said Township and Range;

Thence N 89 degrees 40' 30" W along the section line, 657.50 feet to the real point of beginning;

Thence S 89 degrees 40' 30" E 224.97 feet;

Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence N 72 degrees 45' 50" W 89.61 feet;

Thence along a curve to the left with a central angle of 115 degrees 55' 40", a radius of 25.00 feet, and whose long chord bears S 49 degrees 16' 20" W. 42.39 feet;

Thence S 8 degrees 41' 30" E 75.74 feet;

MICROFILMED

007 24 1996

EXHIBIT "A" CONTINUED

Thence along a curve to the right with a central angle of 4 degrees 11' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 35' 46" E, 19.73 feet;
Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 10' 15" W, 99.90 feet;
Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 27 degrees 30' 45" W, 99.90 feet;
Thence S 0 degrees 10' W 45.00 feet to the real point of beginning. Together with a right of way for access over the established 50 foot roadway now existing along the West boundary of the above described real estate;

ALSO SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

A parcel of land situated within the W1/2 of Section 20, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W1/2 of Section 20, T.11N., R.5W., B.M.; thence N 29° 49' 39" W, a distance of 1249.24 feet to the TRUE POINT OF BEGINNING, which point bears N 62° 13' 56" E, a distance of 2268.52 feet from the southwest corner of said Section 20; thence S 85° 42' 55" W, a distance of 194.76 feet; thence N 15° 12' 36" W, a distance of 1175.90 feet; thence N 71° 31' 38" E, a distance of 126.35 feet; thence S 21° 48' 08" E, a distance of 1066.51 feet; thence S 4° 27' 00" W, a distance of 170.49 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 20.00 foot wide ingress-egress easement along an existing driveway running from an existing County Road known as Oltman Road along the south line of said W1/2 to the southerly line of the above described parcel of land.

MICROFILMED

OCT 24 1996

Quail Valley

INSTRUMENT NO. 160830
PAGE 1 OF 3

100-94-4534

WARRANTY DEED

For Value Received

DARLENE MCGINNIS, a single person

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

WILLIAM J. CUTHRIE AND MARY J. GUTHRIE, husband and wife

the grantees, whose current address is

P.O. BOX 622, WEISER, ID 83672

the following described premises, in

WASHINGTON

County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S
THEIR heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantees, that She the owner in fee simple of said premises; that they are free
rom all Incumbrances

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

ated: JULY 29, 1994

MICROFILMED
OCT 24 1996

Darlene McGinnis
DARLENE MCGINNIS

ATE OF IDAHO, COUNTY OF WASHINGTON
On this 29th day of JULY 1994

STATE OF IDAHO, COUNTY OF WASHINGTON
I hereby certify that this instrument was filed for record at the

INST

EXHIBIT "A"

IN TOWNSHIP 11 NORTH, RANGE 5, WEST BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 20: SE1/4NW1/4, NE1/4SW1/4, AND ALL THAT PART OF THE SE1/4SW1/4 LYING EASTERLY OF AN EXISTING ROAD DESCRIBED AS: Beginning at the East end of Oltman Road as shown on the Official Plat of VALLEY VIEW SUBDIVISION now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of Section 20 to the West line of said NW1/4SW1/4.

TOGETHER WITH AND SUBJECT TO an ingress-egress easement along an existing roadway described as follows: Beginning at the East end of Oltman Road as shown on the Official Plat of VALLEY VIEW SUBDIVISION now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of Section 20 to the West line of said NW1/4SW1/4.

SAVE AND EXCEPT THEREFROM the following described tract of land:

Commencing at the quarter section corner common to Sections 20 and 29 said Township and Range;

Thence N 89 degrees 40' 30" W along the section line, 432.53 feet to the real point of beginning;

Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence in a southeasterly direction, along the Westerly line of an established roadway, to a point on the South line of the SE1/4SW1/4 of said Section 20;

Thence N 89 degrees 40' 30" W 50 feet, more or less, to the real point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

Commencing at the quarter section corner common to Section 20 and 29 said Township and Range;

Thence N 89 degrees 40' 30" W along the section line, 657.50 feet to the real point of beginning;

Thence S 89 degrees 40' 30" E 224.97 feet;

Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence N 72 degrees 45' 50" W 89.61 feet;

Thence along a curve to the left with a central angle of 115 degrees 55' 40", a radius of 25.00 feet, and whose long chord bears S 49 degrees 16' 20" W. 42.39 feet;

Thence S 8 degrees 41' 30" E 75.74 feet;

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EXHIBIT "A" CONTINUED

Thence along a curve to the right with a central angle of 4 degrees 11' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 35' 46" E, 19.73 feet;
Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 10' 15" W, 99.90 feet;
Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 27 degrees 30' 45" W, 99.90 feet;
Thence S 0 degrees 10' W 45.00 feet to the real point of beginning. Together with a right of way for access over the established 50 foot roadway now existing along the West boundary of the above described real estate;

ALSO, SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

A parcel of land situated within the W1/2 of Section 20, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W1/2 of Section 20, T.11N., R.5W., B.M.; thence N 29° 49' 39" W, a distance of 1249.24 feet to the TRUE POINT OF BEGINNING, which point bears N 62° 13' 56"E, a distance of 2268.52 feet from the southwest corner of said Section 20; thence S 85° 42' 55" W, a distance of 194.76 feet; thence N 15° 12' 36" W, a distance of 1175.90 feet; thence N 71° 31' 38" E, a distance of 126.35 feet; thence S 21° 48' 08" E, a distance of 1066.51 feet; thence S 4° 27' 00" W, a distance of 170.49 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 20.00 foot wide ingress-egress easement along an existing driveway running from an existing County Road known as Oltman Road along the south line of said W1/2 to the southerly line of the above described parcel of land.

TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northwest of existing house) to the westerly side of the above described parcel of land. Said easement is for installation of a water line and for access to and maintenance of said facilities. Said well bears N 33° 11' 53" E, a distance of 2260.30 feet from the southwest corner of said Section 20, and N 35° 56' 54" W, a distance of 2369.55 feet from the southeast corner of said W1/2.

ALSO TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northerly of existing house) to the above described parcel of land. Said easement is for access to and maintenance of said water facilities. Said well bears N 7° 49' 31" W, a distance of 3625.15 feet from the southeast corner of said W1/2, and N 30° 55' 15" E, a distance of 4155.04 feet from the southwest corner of said Section 20.

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**SEE ORIGINAL
CLAIM FILE
DOCUMENTS IN
CLAIM
NO. A03-07001**

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~~OCT 24 1995~~



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

September 8, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

WILLIAM J GUTHRIE
MARY GUTHRIE
30 OLTMAN RD
PO BOX 622
WEISER ID 83672

Re: Original Notice of Claim to a Water Right No. 03-7001A

Renumbered Notice of Claim to a Water Right No. 03-7001E

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This Change of Ownership required a split of the original claim resulting in renumbering this claim, using a new water right number to represent each split. The new Notice of Claim to a Water Right number for your portion is referenced above and a copy is enclosed.

Your portion of this claim has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form. If you do not plan on changing any items on your claim, then no further action is required at this time.

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

Thank you for your patience, as we have had several water right changes to process. Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

Adjudication Section
Western Region

DH: dh

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 16, 1996

RE: Original Notice of Claim to a Water Right No. A03-07001
Renumbered to Notice of Claim to a Water Right No. A03-07001A

McGinnis Family Trust
c/o Darlene McGinnis, Trustee
7208 S. Meridian Rd.
Meridian, ID 83642

Dear Ms. McGinnis:

We have processed a Change of Ownership to William J. and/or Mary Guthrie, for a portion of your original claim to a water right as referenced above. After you came into our office on August 14, 1996 and I reviewed the earnest money agreements you submitted later that day, I forwarded all the information over to our legal staff at the state office to determine the correct action for this water right. Enclosed is a copy of the memorandum that was a result of our legal staff's determination for your information.

The change of ownership resulted in a split of your claim. When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by adding alpha-suffixes to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office.

I searched our data base for any water rights that were on your property as you requested when you were in the office. I found only one other water right, in your name, that was appurtenant to the land identified on Claim A03-07001. Enclosed is an "Adjudication Claim Place of Use Review Report" which identifies all water rights and adjudication claims on file for the lands under Claim A03-07001. Also enclosed, for your information, is a profile report of Claim A67-02296 (the second right I found in your name) which is for water from a well.

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OCT 24 1996

If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Kay Walker

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

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OCT 24 1996

RECEIVED
AUG 26 1996
WATER RESOURCES
WESTERN REGION

To: Kay Walker
From: J. Andrew Helmlinger
Re: Claim A03-07001 - Mc Ginnis Land Sale
Date: August 20, 1996

MEMORANDUM

I. Issue Presented

1. Whether a reservation of water rights in an earnest money agreement is effective after the grantor delivers a deed that fails to state the reservation?

II. Short Answer

1. Generally, no. With some exceptions, a reservation of water rights in an earnest money agreement is not effective after the grantor delivers a deed that fails to state the reservation term.

III. Facts

The grantor McGinnis delivered to the grantee Guthrie two warranty deeds, dated July 28, 1994 and December 16, 1994. Prior to the conveyance, McGinnis obtained a water license appurtenant to the conveyed land.

The July 28 deed is silent as to the transfer of water, water rights, ditches and ditch rights appurtenant to the property. The June 24, 1994 Real Estate Purchase and Sale Agreement specifically excludes "hand lines," but there is no mention of hand lines in the deed.

The December 16 deed expressly transfers "all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging." The December 8, 1994 Real Estate Purchase and Sale Agreement prior to the conveyance specifically excludes "delivery of irrigation water to property."

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Guthrie contacted IDWR to complete a transfer of the appurtenant water rights. McGinnis claims all water rights were reserved and that there has been no conveyance of the water rights.

IV. Discussion of Issue

It is a long standing principle of law that a deed conveying land "and its appurtenances" will convey all things appurtenant to the land and will convey appurtenant water rights unless the rights are specifically reserved. Koon v. Empey, 40 Idaho 6, 11, 231 P. 1097 (1924). It is an equally well established principle that prior agreements merge into the final and formal document - here, the contract to convey merged into the subsequent deed. Jolley v. Idaho Securities, Inc., 90 Idaho 373, 382, 414 P.2d 879 (1966). "When a deed is delivered and accepted as performance of the contract to convey, the contract is merged in the deed. Though the terms of the deed may vary from those contained in the contract, the deed alone must be looked to to determine the rights of the parties ... The rule is followed in practically all the cases." Id. In the absence of fraud or mistake, there is a conclusive presumption that terms in a contract to convey merge with the deed when the terms relate to the very subject matter of the conveyance (title, possession, emblements and appurtenances), the terms in fact are carried over into the deed or when the terms in the deed conflict with those in the contract. Jolley, 90 Idaho at 838. Only when the terms in the contract relate to collateral matters (where delivery and acceptance of the deed is not performance of the agreement, such as also agreeing to transfer a car), then there is no presumption that the party in accepting the deed intends to give up the covenants of which the deed is not a performance or satisfaction. Id. The Idaho Supreme Court recently passed upon and

affirmed the general law of merger in West v. Bowen, 127 Idaho 128, 130, 898 P.2d 59 (1995).

More plainly stated, absent a showing of fraud or mistake, if the language of a deed is plain and unambiguous, the intention of the parties to the conveyance must be determined from the deed itself, and other evidence of the transaction cannot be considered. McCoy v. McCoy, 125 Idaho 199, 204, 868 P.2d 527 (1994).¹ This is the doctrine of parole evidence.

In this case, both deeds are silent on their face regarding reservation of appurtenant water rights. The July 29, 1994 deed makes no reservation, but contains a standard appurtenances clause in the grant of the land - "To have and to hold the said premises, with their appurtenances unto said Grantees, their heirs and assigns forever." Reading the deed on its face, clearly, the deed transfers the land and its appurtenances and no reservation of water rights exists. The Purchase and Sale Agreement excluded only the hand lines from the sale, and considering the doctrine of merger discussed above, this term may have merged into the deed. Because this issue regarding the hand lines is not relevant to the issue of water rights, it will not be resolved here.

The December 16, 1994 deed contains an identical appurtenance clause. Additionally, it conveys the land "together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging." This appears to be an express grant of water rights, which contradicts the exclusion in the Purchase and Sale Agreement. Under both the doctrines of merger of parole evidence, the December 16,

¹ The Idaho Supreme Court arguably modified this rule in Treasure Valley Bank v. Butcher, 117 Idaho 974, 793 P.2d 206 (1990), however, the McCoy opinion later applied the rule without comment or exception.

1994 deed conveys the water right.

The McGinnis' may contend that one additional clause in the December 16, 1994 deed completes the reservation of water rights. It states: "Subject to all valid outstanding reservations, easements, rights of way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record." Inconsistencies in a deed may throw such a "shadow of ambiguity" over the instrument as to warrant the introduction of parol evidence (that other than words on the deed itself) as an aid to discovering the intention of the parties. Gardner v. Fliegel, 92 Idaho 767, 771, 450 P.2d 990 (1969). However, even if the court admitted such outside evidence, courts construe documents against their authors and a party may not use such evidence to affect, add to or make over the written instrument, but only to clarify the parties' intentions. Stone v. Bradshaw, 64 Idaho 152, 159, 128 P.2d 844 (1942). So, even if a court found the reservation clause to be an ambiguity because it is vague and arguably contradicts the grant of water rights, subsequent evidence cannot "make over" the express terms in the deed. The deed clearly states the conveyance of the rights to "all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging." These words appear sufficiently clear to convey the water despite the vague reference to "valid outstanding reservations ..., " etc. Because no legal ambiguity exists, the deed appears to be a valid conveyance of the land with the appurtenant water rights.

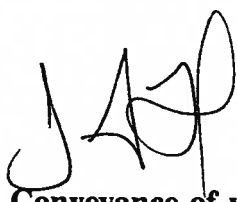
V. Conclusion

When a grantor delivers an unambiguous deed containing an "appurtenances" clause and there is no reservation of water rights, contrary to the stated terms in the Purchase and Sale agreement, there is a presumption that the deed states the final

agreement of the parties and the water rights appurtenant to the conveyed property pass with the land. If the grantor establishes fraud or mistake in delivering the deed, the grantor may be able to assert terms in Purchase and Sale Agreement that are absent from the final deed. The facts presented do not indicate any fraud or mistake. If the deed is ambiguous, the grantor may also attempt to establish with evidence other than the deed that the agreement of the parties intended to withhold conveyance of water rights. Under the rules of construction and interpretation, the deeds in the instant situation clearly appear to convey either the appurtenances (including water rights) or expressly the water rights. Based upon the above facts, it appears the proper treatment in this case would be to treat the deeds as conveying the water rights. Without additional facts, any more definite conclusion cannot be reached.

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OCT 24 1996

To: Kay Walker
From: J. Andrew Helmlinger 
Re: Review of A03-07001 / Conveyance of water right
Date: August 21, 1996

RECEIVED

AUG 21 1996

**WATER RESOURCES
WESTERN REGION**

MEMORANDUM

I have completed an initial review of the issue and completed a draft memorandum. The issue is phrased: "Whether a reservation of water rights in an earnest money agreement is effective after the grantor delivers a deed that fails to state the reservation?" I have addressed issues relative to both the July 28, 1994 deed and the December 16, 1994 deed. Before I forward the memorandum I am having Lynne review it and comment. If corrections are necessary I will complete those and forward the final draft. Accordingly, this is not my final opinion on the subject, but you are probably correct that the water rights did "go" with the property. Please withhold reliance on this opinion until I forward the final memorandum.

Thank you for your welcome to the Western Region SRBA world. I will be speaking with you soon.

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OCT 24 1996

MEMORANDUM

August 19, 1996

TO: ANDREW HELMLINGER

FROM: KAY WALKER *KW*

RE: OWNERSHIP OF WATER RIGHT A03-07001 *> File attached.*

Welcome to the wonderful world of Western Region SRBA! We are glad to have you...

I have an ownership change that is questionable and talked with Jan in regard to it and we decided this needed a legal opinion. This is the story as I see it...

2/15/1995 Received an ownership change from Mcginnis to Guthrie attached to warranty deed dated 4/15/1994.

12/18/1995 I corresponded with Guthries and told them there was no water rights on the lands they purchased and returned the change in ownership to them.

3/4/1996 I received two more warranty deeds from Guthries on other parcels that they had purchased from Mcginnis. One dated July 29, 1994 and the second dated December 16, 1994.

3/14/1996 I corresponded with Guthries sending them a "prepared" ownership change for the properties purchased from Mcginnis. I prepared the form based upon the warranty deeds received from Guthries and the portion of the water right based upon the license issued after the claim was submitted.

3/19/1996 I received the signed ownership change form in the mail from the Guthries.

3/26/1996 I corresponded with Darlene Mcginnis and requested she amend Claim A03-07001 to match license issued so I could complete ownership change without questions on the place of use discrepancies between claim and license.

8/14/1996 Darlene Mcginnis came in to the office and amended Claim A03-07001 to correspond with license but was adamant that she had withheld all water rights in the sale of property to Guthries. I told her I had not seen anything in the deeds which indicated that and she said it was stated clearly in the earnest money agreement between Guthries and herself. She faxed copies of the earnest money agreements to me that afternoon.

I guess my question is: Does the earnest money agreement legally withhold the water right from the new owner of the property? I was under the impression that water rights had to be specifically withheld in the deed in order not to "go" with the property. Please let me know so I can get this mess out of my office. Thanks in advance!! Kay

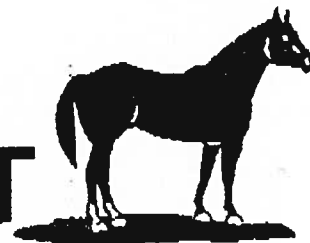
P.S. Please barcode this to your office.

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OCT 24 1996



FAX COVER SHEET



3 Total Pages Including Cover Sheet

TO:

Name Kay Walker FAX#(1.334 2348

Company Dept of Water Resources

Street _____ Date _____

City _____

State _____ Zip _____ Phone() _____

• • • • •

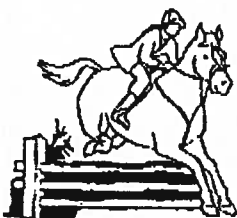
FROM:

Name Darlene McGinnis

*Kay - I put a star where it says there
are no water rights. Thanks for your help.*

**McGinnis Ranches
Darlene McGinnis
7370 S. Meridian Rd.
Meridian, ID 83642
208-887-0919 Home
208-887-0919 FAX**

**MICROFILMED
OCT 24 1996**



REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1. IMPORTANT - AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented Seller and the agent working with the seller represented Seller. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

ID# 287509
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Approx. 18 acres N. of Olman Rd.
City of Weiser County of Washington Idaho, legally described as: to be attached

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

2. EARNEST MONEY.
(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of One thousand (\$ 1,000) evidenced by: ☐ Cash ☒ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or for the benefit of the parties hereto, and Don Newman
(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ Other (Broker)
(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (plus credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.
(d) The parties agree that Weiser Valley Title Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Weiser Valley Title. If a long-term escrow / collection is involved, then the escrow holder shall be Weiser Valley Title.

3. TOTAL PURCHASE PRICE IS Forty-five thousand dollars
DOLLARS (\$ 45,000)
Payable as follows:
(a) \$ 25,000 / \$20,000
(b) \$ 25,000 Cash down, including above Earnest Money (Closing costs are additional). Balance of the purchase price (M.I.P. not included).

4. FINANCING. This agreement is contingent upon the Buyer securing the following financing: ☐ FHA, ☐ VA, ☐ Conv, ☐ DHA, ☐ FmHA, ☐ Assumption of existing mortgage, ☐ Other.
(a) **NEW FINANCING:** Buyer shall pay no more than 30 points plus origination fee of 1 % per annum. If FHA or VA loan is sought, read the applicable provisions described financing but not to exceed 30 points. Any reduction in points shall be for the benefit of the: ☐ Buyer ☐ Seller ☐ Divided equally.
(b) **ASSUMPTION.** Buyer to ASSUME and ☐ Seller to warrant to be required to qualify for an EXISTING LOAN(S) of approximately \$ 25,000 at no more than 8 % with monthly payments of approximately \$ 250. This agreement ☐ does ☒ does not require Lender to release Seller's liability. Type of loan including ☐ P ☐ I ☐ T ☐ J.

5. OTHER FINANCING, TERMS AND/OR CONDITIONS: 20,000 cash down, 25,000 @ 8% int. paid
in two payments of 12,500 plus int. payable Nov. 1 95 & Nov. 1 96.
Purchase using 2nd Mortgage & Note. Seller to get release from Farm Credit
before 1st pay due. Seller may farm property in 1995 rent free.

6. SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS. This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove contingencies. Any waiver or removal of any contingency as set forth in Paragraph 4 will be a waiver or removal of all contingencies in Paragraph 4.
(a) ☐ Closing of N/A N/A on or before 10
(b) ☐ Other (specify): None
Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to complete the purchase are available and that the ability to obtain financing is not conditioned upon sale and/or closing of any property.

7. IF THIS AGREEMENT IS SUBJECT TO SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS, Seller shall give Buyer 30 calendar days written notice of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall remain bound to the terms of the new offer may be more or less favorable. Notice shall be given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by first class postage paid on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

8. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (If FHA / VA financing is sought see Item # 17 on reverse side):
*** ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** delivery of irrigation water to property.

COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.
☒ Yes ☐ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by Buyer. See Item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Insp.	Code Inspect.	Lender or Code Repair	Contract under Document Fee	Tax Service	Closing Agent's Fee	Long Term Escrow Fee	Title Insur.
BUYER											
N/A	X	X	X	X	X	X				X	
SELLER								X			
SHARE EQUALLY							X		X		X

Cost of lender or code repairs not to exceed \$ 0.
CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than Dec 16 1994.

POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other.
"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of closing.

ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Dec 15, 1994. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.
TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Listing Agency: Don Newman Realty MLS# 287509
By: Leonard Newman MLS# 287509
Buyer: Don Newman Realty MLS# 287509
By: Don Newman MLS# 287509
Buyer's Address: P.O. Box 672
Buyer's Phone: Residence 249-0015 Business 249-2501

☐ See attached Addendum(s). ☐ See attached Counter Offer(s)
On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.
I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: (PRINTED) Seller's Address: _____ Phone: Res: _____ Work: _____
Date: _____ City: _____ State: _____ Zip: _____

Seller: (PRINTED) Seller's Address: _____ Phone: Res: _____ Work: _____
Date: _____ City: _____ State: _____ Zip: _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____.

Buyer: _____
THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL. Buyer's Initial: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT, AND THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1. **IMPORTANT - AGENCY DISCLOSURE.** At the time of signing this agreement the agent working with the buyer represented Seller and the agent working with the seller represented Seller. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

ID# 274366 William T. G. Githrie
 (hereinafter called "Buyer") agrees in purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as all property N. of East of Githrie's home & driveway approximately 60 acres
 City of Wesley County of Washington Idaho, legally described as: to be attached

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

2. EARNEST MONEY.

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of Five hundred dollars evidenced by: ☒ Cash ☐ Personal Check ☐ Cashiers Check ☐ Note Due ☐ Other (Broker)
 (b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: Listing Broker ☐ Selling Broker ☐ Other (Broker)

shall hold the completely executed broker's copy of this agreement and is responsible for the closing.
 (c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.
 (d) The parties agree that Wesley Valley Title This Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Wesley Valley Title. If a long-term escrow / collection is involved, then the escrow holder shall be Wesley Valley Title.

3. TOTAL PURCHASE PRICE IS

Thirty Five Thousand DOLLARS (\$ 35,000.00)

Payable as follows:

(a) \$ 10,000 Cash down, including above Earnest Money (Closing costs are additional).
 (b) \$ 25,000 Balance of the purchase price (M.I.P. not included).

4. FINANCING

This agreement is contingent upon the Buyer securing the following financing: ☐ FHA ☐ VA ☐ Conv. ☐ FHA ☐ FmHA ☐ Assumption of existing loan(s) ☐ Other.
 (a) ☐ NEW FINANCING: Purchase loan balance as noted above for a period of 30 years at 7.5 % per annum. (If FHA or VA loan is sought, read the applicable provisions described financing but not to exceed points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above
 (b) ☐ ASSUMPTION. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ 25,000 at no more than 12 % with monthly payments of approximately \$ 250.
 This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan including ☐ P ☐ I ☐ T ☐ I.

Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.
 If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

5. OTHER FINANCING, TERMS AND/OR CONDITIONS:

Balance paid in full by Oct 15, 1994. Final payment 25,000
includes all principal & interest. Contingent on Githrie's approval
of property lines. No water rights for irrigation (see 12/2/94)

6. SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS.

This agreement provides for the Seller to set forth in Paragraph 15 will be a waiver or removal of all contingencies in Paragraph 15. Any waiver or removal of any contingency as
 (a) ☐ Closing of on or before
 listed with on or before

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) ☐ Other (specify) _____

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in Paragraph 15, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer 30 calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

7. ITEMS SPECIFICALLY INCLUDED IN THIS SALE (If FHA / VA financing is sought see Item # 17 on reverse side):

Underground mainline

8. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

Underground mainline and lines

9. COSTS PAID BY:

Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

☒ Yes ☐ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by _____ See Item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	Code Inspect. If Required	Lender or Code Regs.	Contract and/or Document Fee	Tax Service	Closing Agent's Fee	Long Term Escrow Fee	Ti+P Insur.
BUYER											
SELLER	X	X	X	X	X	X		X		X	
SHARE EQUALLY							X		X		X

Cost of lender or code repairs not to exceed \$ 0

10. CLOSING.

On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than July 8, 1994

11. POSSESSION.

Buyer shall be entitled to possession on ☒ closing ☐ other Seller to use pasture & maintain til Oct 1, 1994

"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of closing

Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

12. ACCEPTANCE.

Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of June 24, 1994

13. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

Listing Agency: Don Newman Realty MLS# _____
 By: Don Newman MLS# _____
 Buyer: William T. G. Githrie MLS# _____
 Buyer's Address: Wesley, Idaho MLS# _____
 Buyer's Phone: Residence 544-6015 Business 544-2501

☐ See attached Addendum(s). ☒ See attached Counter Offer(s)

On this date, we hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: Darlene J. McGinnis Seller's Address: _____ Phone: Res: _____ Work: _____
 Date: 6/28/94 City: _____ State: _____ Zip: _____

Seller: _____ Seller's Address: _____
 Date: _____ City: _____ State: _____ Zip: _____

Seller: _____ Seller's Address: _____
 Date: _____ City: _____ State: _____ Zip: _____

Seller: _____ Seller's Address: _____
 Date: _____ City: _____ State: _____ Zip: _____

Seller: _____ Seller's Address: _____
 Date: _____ City: _____ State: _____ Zip: _____

Seller: _____ Seller's Address: _____
 Date: _____ City: _____ State: _____ Zip: _____

Seller: _____ Seller's Address: _____
 Date: _____ City: _____ State: _____ Zip: _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____.

Buyer: _____ Buyer: _____

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES.

MEMORANDUM

August 14, 1996

TO: FILE A03-07001

FROM: KAY WALKER

RE: OWNERSHIP OF WATER

Darlene McGinnis came into the office today in regard to my letter of March 26, 1996. She stated that the Guthrie's do not get any of the water licensed under Rt. 03-07001. She will fax me a copy of the earnest money agreement that states this fact.

She is anticipating selling this water right to Weiser Irrigation District and injecting it into the Galloway Canal as it runs through her property for their use. She has an attorney working out the details on this sale.

MICROFILMED

OCT 24 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

March 26, 1996

PHILIP E. BATT
GOVERNOR

RE: Notice of Claim to a Water Right No. A03-07001

KARL J. DREHER
DIRECTOR

McGinnis Family Trust
c/o Darlene McGinnis, Trustee
7208 S. Meridian Rd.
Meridian, ID 83642

Dear Ms. McGinnis:

We have received a Notice of Change of Water Right Ownership for a portion of the lands claimed under No. A03-07001. In a review of this ownership change, I found that the lands licensed under this right are different than what was claimed. Enclosed, for your information, is a copy of License 03-07001 along with a copy of Claim No. A03-07001. In order to process the ownership change and not cause any confusion regarding the portion of the water right the new owners are to receive, we need to amend this claim. I have, therefore, prepared an amended claim for your signature, which will correctly identify the lands irrigated and subsequently licensed under this right.

I also noticed, while reviewing the change in ownership form, that this claim had been changed to the name of "Northwest Farm Credit Services". I took the liberty of contacting them to find out if they still had interest in this water right. They told me they had no security interest in the property any longer. Therefore, I prepared the amended claim for your signature, as trustee for McGinnis Family Trust. If this is not correct, please advise me so we can correctly record your water right.

Please note that your signature on this form must be notarized. If you need a notary, we have some available in our office, each day of the week, that could notarize your signature. Your quick response to this matter would be greatly appreciated since we have received an ownership change that needs to be processed. If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

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OCT 24 1996

Darlene McGinnis
887-0919
called 6/24/96
left msg. for
her to contact
me - KW



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

March 14, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Notice of Change of Water Right Ownership for A03-07001

William J. and Mary Guthrie
30 Oltman Rd.
Weiser, ID 83672

Dear Mr. and Mrs. Guthrie:

Enclosed is a Notice of Change of Water Right Ownership form which identifies which lands under License 03-07001 that should be in your names. Please sign this form, where indicated, and return it to our office for processing. I have also included a copy of License 03-07001 for your information. The claim submitted on this right does not reflect what we found during the field examination conducted in September of 1985 so we will be taking action to "fix" the claim and complete this ownership change.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

MICROFILMED

OCT 24 1996

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 03-07001

Priority: February 23, 1968

Maximum Diversion Rate:

7.48 CFS

Maximum Diversion Volume:

2065.5 AF

This is to certify, that NORTHWEST FARM CREDIT SERVICES ACA
PO BOX 730

CALDWELL ID 83606

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated February 21, 1968; and
has submitted Proof of Beneficial Use on April 3, 1978. An examination indicates
that the works have a diversion capacity of 7.480 cfs of water from:

SNAKE RIVER

tributary to COLUMBIA RIVER

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	7.48 CFS	2065.5 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 3(SENW), Sec. 31, Township 11N, Range 05W
WASHINGTON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
11N	05W	19	NENE 12	NWNE 22	SWNE 38	
			SENE 37	NENW 40	Lot 1(NWNW) 36	
			Lot 2(SWNW) 6	SENE 36	NESW 2	
			NESE 40	NWSE 24	SESE 18	311
	20		NWNW 3	SWNW 9	NESW 8	
			NWSW 27	SWSW 40	SESW 28	115
	29		NWNW 32			32
	30		NENE 1			1

Total number of acres irrigated: 459

CONDITIONS/REMARKS:

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

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OCT 24 1996

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 03-07001

CONDITIONS/REMARKS:

5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code, Witness the seal and signature of the Director, affixed at Boise, this 15TH day of June, 19 94.

Acting for  R. Keith Higginson, Director

MICROFILMED
OCT 24 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 03-7001
1. Owner: Douglas McGinnis Phone No. 549-0422
Current Address: Valleyview Drive, Weiser, Idaho 83672
2. Accompanied by: Applicant EXAM. DATE: 9/26/85
Address: _____ Phone No. _____
Relationship to Permit Holder: _____
3. Source: Snake River tributary to Columbia River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 67-2296, 67-2097B

☐ Copies Attached
2. Other water rights with same point of diversion: None
NO ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. Diversion System Diagram: Indicate all major components and distances between components. Indicate well size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached

1- See letter addressed to L. Glen Saxton from
Wayne Cherry (P.E.) concerning measurement
2- System pressurized at several locations

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OCT 24 1996

Scale: 1" = 0

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Aerial Photo Attached
(required for irrigation of 10 acres or more).

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Suppressed						
well						
see attachment #1						

2. Measurements:

see attachment #1

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

Suppressed well

2. Alternate Method for Checking Purposes:

$$150 \text{ HP} \times .75 \text{ eff} \times 8.8 = 990 = 7.33 \text{ cfs}$$

HP = 150 Length 9,975'
EFF = .75
1.57 = 120' 21" = OP
P = 40 19.75 ID
F = 1.84' / 1000' Steel Pipe

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3)

: Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 459 \times 4.5 = 2065.5$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 7.45 \times 246 \times 1.9835 = 3634.9$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 2065.5 \quad 3649.7$$

2. Volume Calculations for Other Uses:

None.

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OCT 24 1996

RECEIVED
MAY 21 1978

Department of Water Resources
Western Regional Office

attachment #1
Wayne Cheney PE
Monroe Creek
Weiser, Idaho 83672

May 26, 1978

L. Glen Saxton
Chief, Operations Bureau
State of Idaho
Dept. of Water Resources
Statehouse
Boise, Idaho 83720

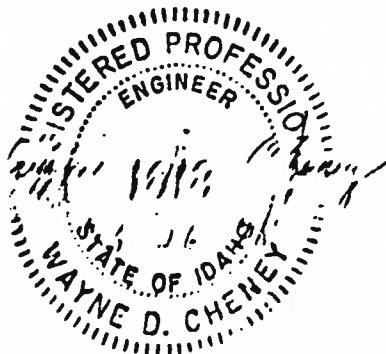
Dear Mr. Saxton:

The flow on Douglas McGinnis's property has been measured, using the existing overflow structure at institute canal. The flow over rectangular suppressed weir was computed from the simplified form of Rehbocks formula, where $Q = \frac{2}{3} m L \sqrt{g} h^{3/2}$, where $m = 0.605 + \frac{0.00328}{h} = 0.08 \frac{h}{p}$ and $P =$

height of weir crest above bottom of channel of approach = 2.0'. $L = 4.0$ L.F. and $h = 0.67'$.
 $Q = 7.482$ cubic feet per second flow.

Very truly yours,

Wayne Cheney
Wayne Cheney PE



MICROFILMED

OCT 24 1996



Farm Credit Services
Caldwell

RECEIVED

SEP 9 1992

Department of Water

200/453-8071
200/453-8071
200/453-8071

September 8, 1992

Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83705

Re: Loan no. 33508 441

Dear Sir,

Enclosed is an Assignment of Permit executed by Darlene McGinnis as Trustee of the Douglas McGinnis and Lucille McGinnis Family Trust dated February 22, 1986. Northwest Farm Credit Services, ACA is taking an Assignment of Permit No. 03-7001 as security for a loan to Darlene McGinnis. Therefore, we are requesting that copies of all notices and correspondence be sent to our office.

Please acknowledge that you have received the above referenced assignment. We have enclosed a self-addressed stamped envelope for your convenience in replying.

Sincerely,

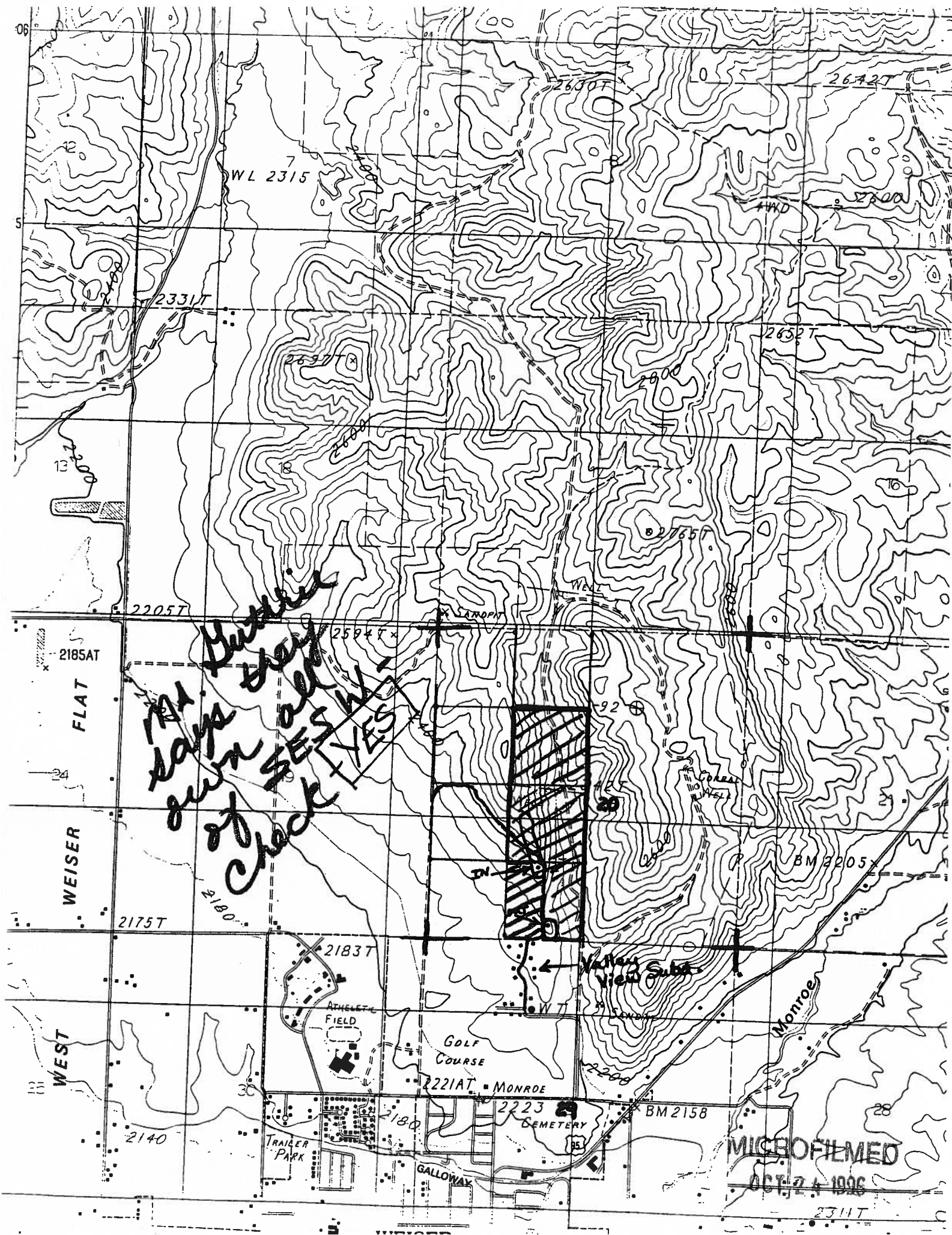
FARM CREDIT SERVICES
Caldwell

Joe Alves

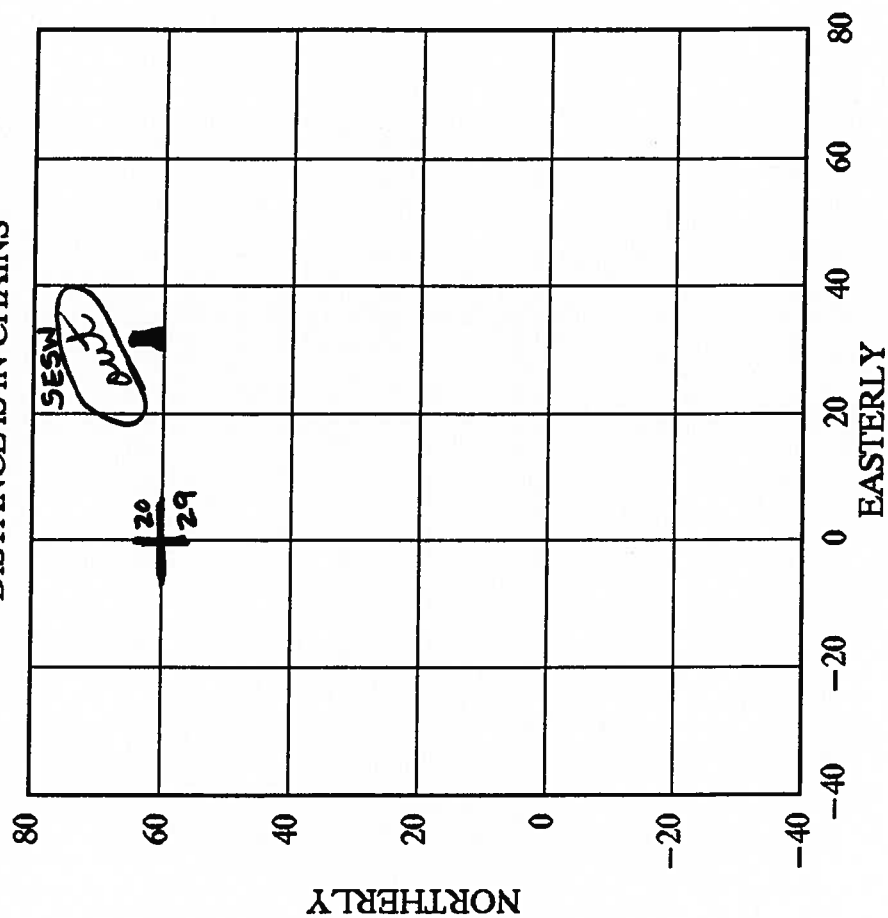
Joe Alves
Senior Credit Officer

JA:mld

Enclosure



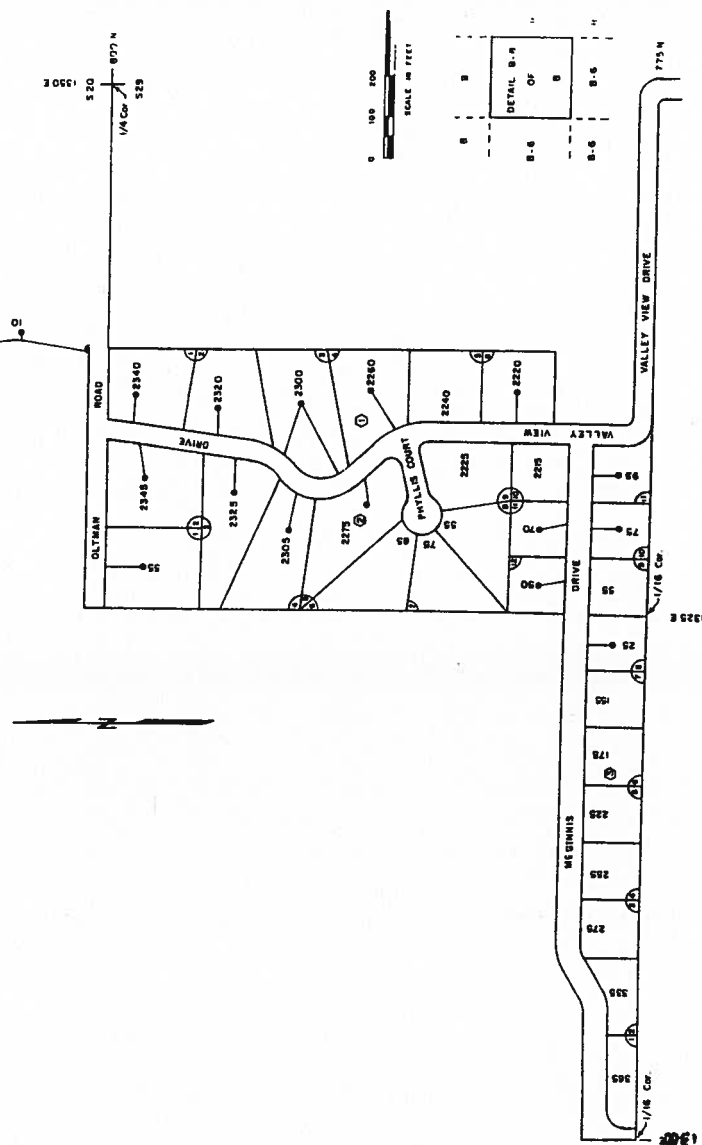
PARCEL PLOT - METES & BOUNDS
DISTANCE IS IN CHAINS



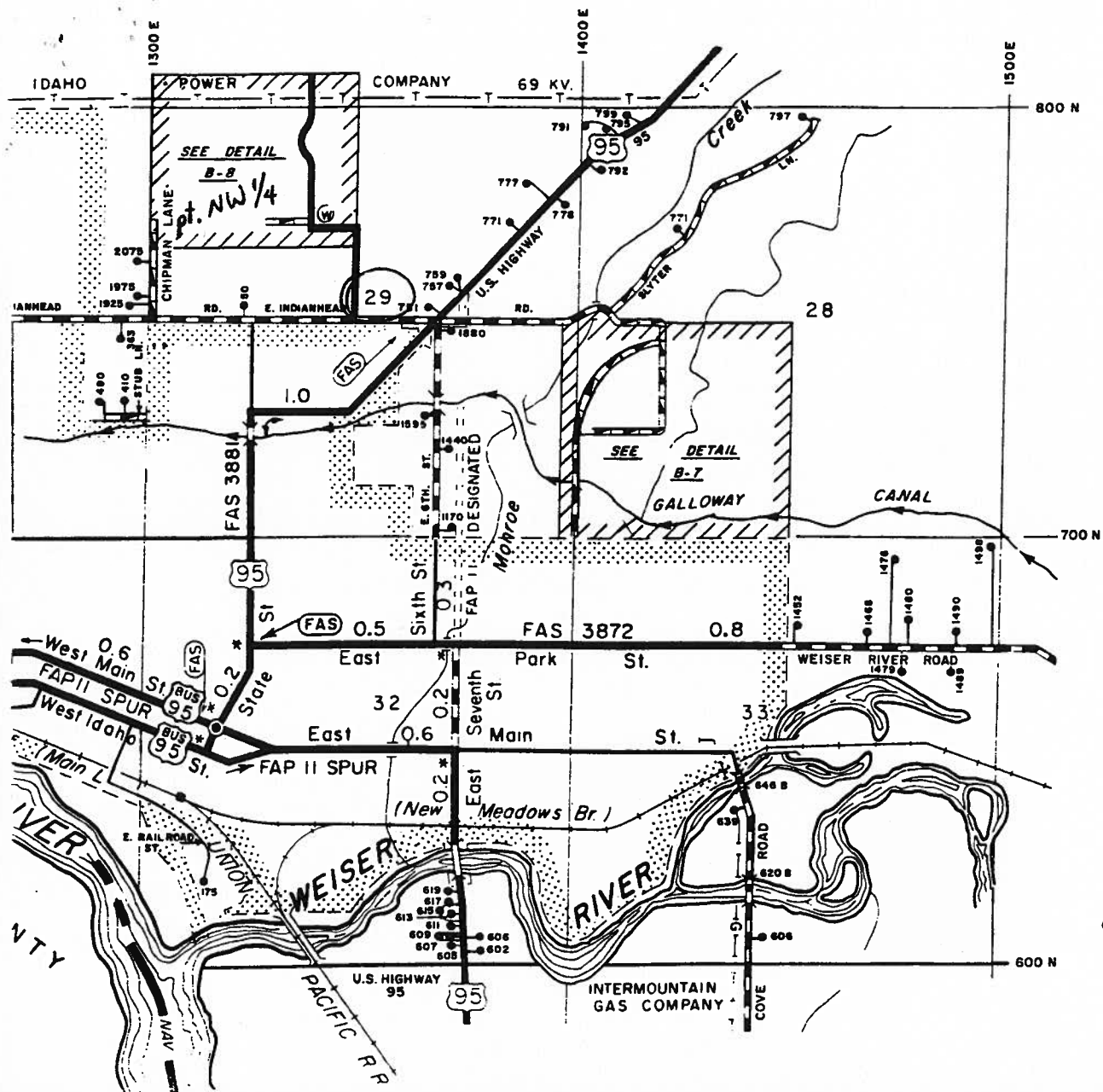
MICROFILMED
OCT 24 1996

SECTIONS 20 & 29 OF T.H.N., R.5W., T.

**NOTE- ALL STREETS IN VALLEY VIEW SUBDIVISION
ADDRESSED TO CORRESPOND TO CITY OF WEISER
BLOCKS/ADDRESSING.**



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OCT 24 1996



SECTIONS 28, 29, 32, 33,
& A PORTION OF SECTION:
30 & 31 OF T.11N., R.5W., B.

INCLUDING
VICINITY OF WEISER

MICROFILMED
OCT 24 1996

From : SALES UNLIMITED, INC.

PHONE No. : 208 549 2501

Mar. 04 1996 12:33PM P01

Sale's Unlimited, Inc.

Sales and Rental, Real Estate, Tracked Vehicles, Heavy Equipment and Trailers

1450 N. State Street P.O. Box 622

Weiser, Idaho 83672

Ph: (208) 549-2501 Fax: (208) 549-2501

W. J. (Bill) Guthrie

FACSIMILE TRANSMISSION FORM

DATE: 3-4-96 TIME: 11:20 REF. NO. _____ LOG NO. _____

TO: Idaho Dept Water Res. 208' 334-2190
COMPANY NAME TAX NO. PLEASE
Kay Walker ☒ DELIVER
ATTENTION DEPT IMMEDIATELY

NUMBER OF PAGES 7 PLEASE ORIGINATOR'S
INCLUDING THIS SHEET REPLY BY SIGNATURE ms

MESSAGE:

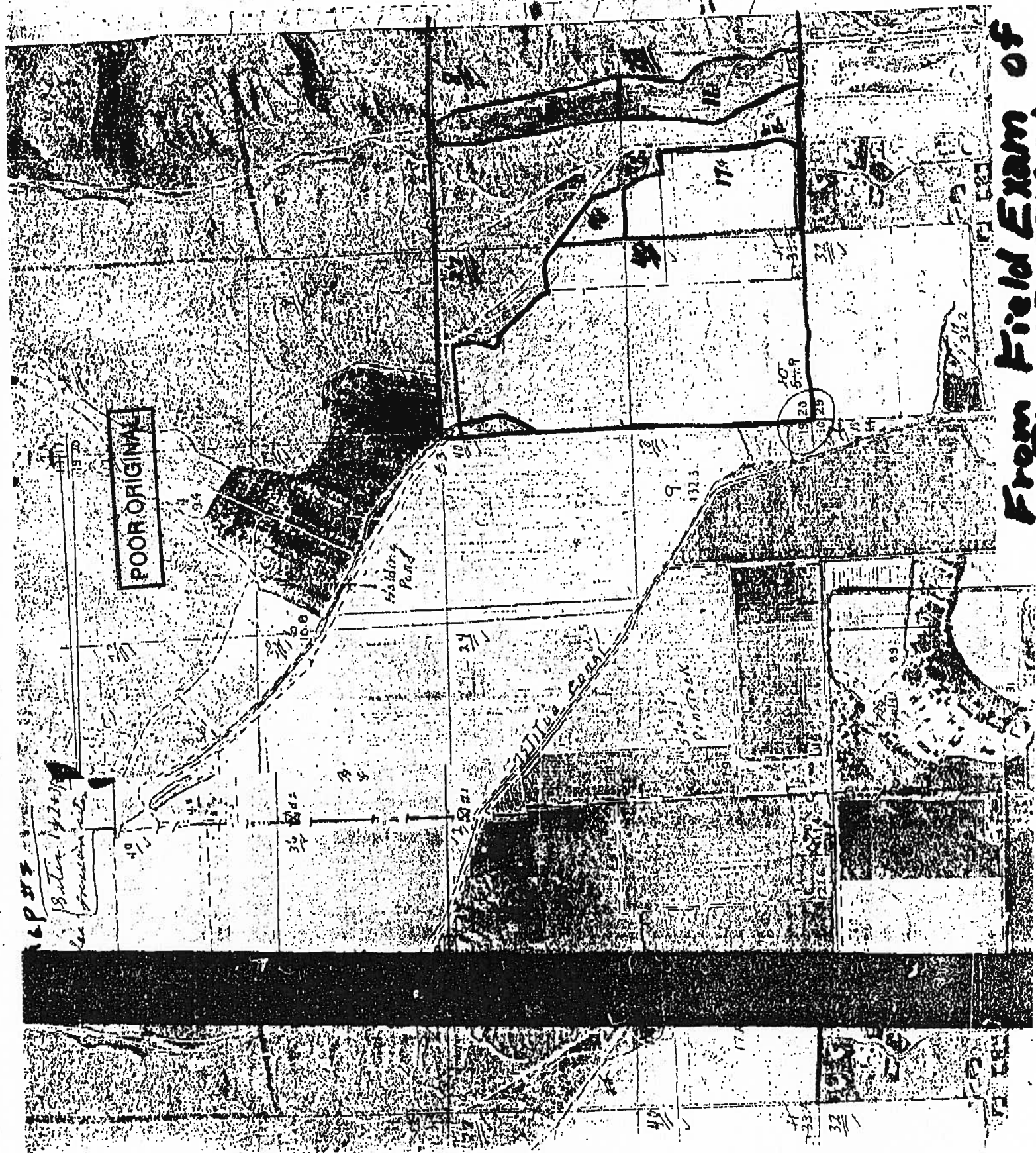
Kay:

Thankyou for looking at
this for us, and we will await any
information there of.

Sincerely
Mary Guthrie

MICROFILMED

OCT 24 1996





State of Idaho
DEPARTMENT OF WATER RESOURCES

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

December 18, 1995

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Notice of Change of Water Right Ownership

William J. and Mary Guthrie
30 Oltman Rd.
Weiser, ID 83672

Dear Mr. and Mrs. Guthrie:

I have completed a review of the "Notice of Change of Water Right Ownership" form that you submitted for property you purchased from Darlene McGinnis. I platted out your metes and bounds description on our computer and found that your property is around 13 acres. Enclosed is a copy of an ortho-photo quad which shows where I located your property. If this location is not correct, please let me know.

I found that the water right license that is appurtenant to the McGinnis property does not cover the irrigation of the lands you purchased. Enclosed is a copy of an ASCS photograph that was used for licensing the Snake River water on the McGinnis property. I have outlined the SW $\frac{1}{4}$ of Section 20, Twp. 11N, Rge. 5W which is where I located your property. I also marked on there where the lands that were licensed as receiving water from the Snake River are located. Please note that your property was not included as receiving water. I am, therefore, returning the change in ownership form to you. If you have other information that shows you own land that was irrigated under the McGinnis license, please let me know.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

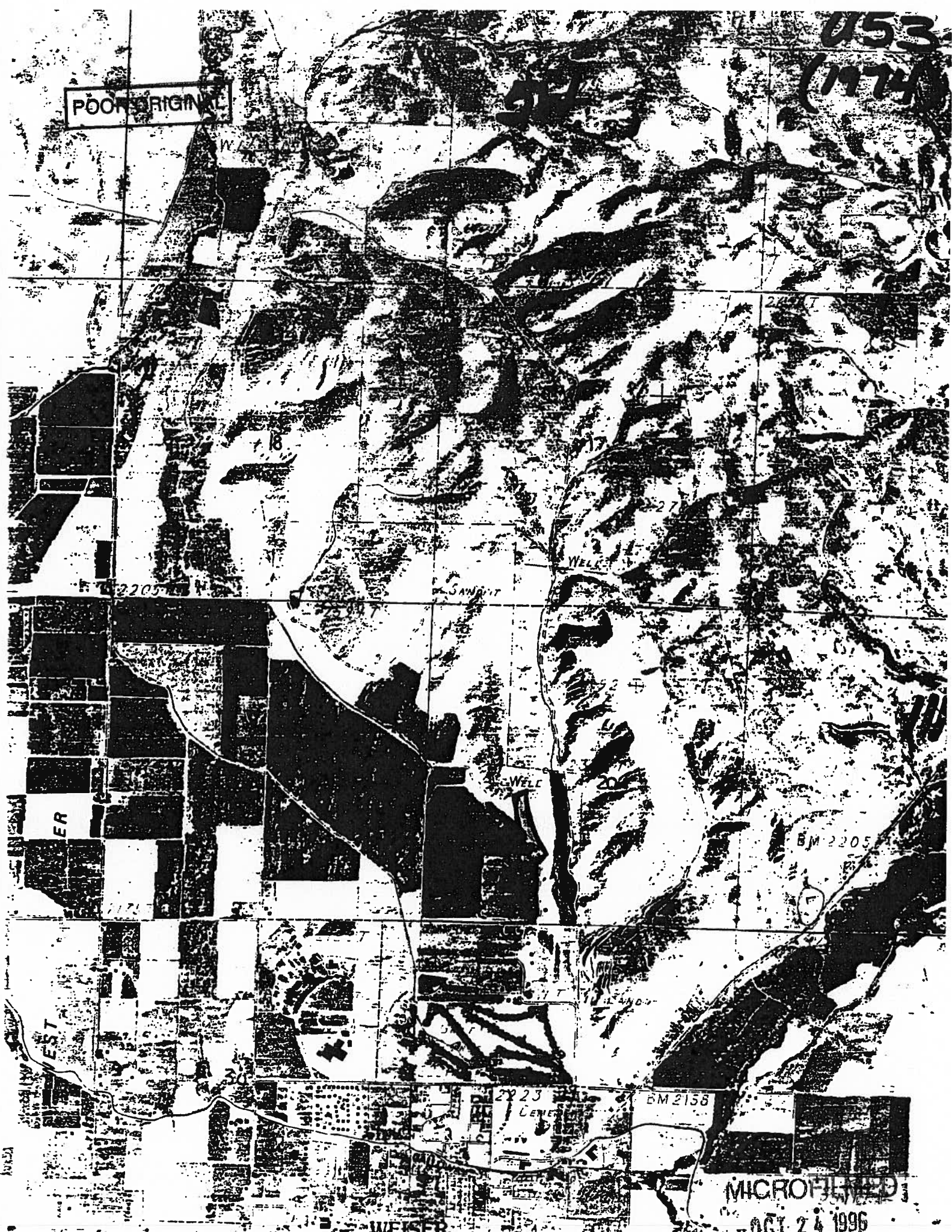
KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

MICROFILMED
OCT 24 1996

053
(1974)

POOR ORIGINAL

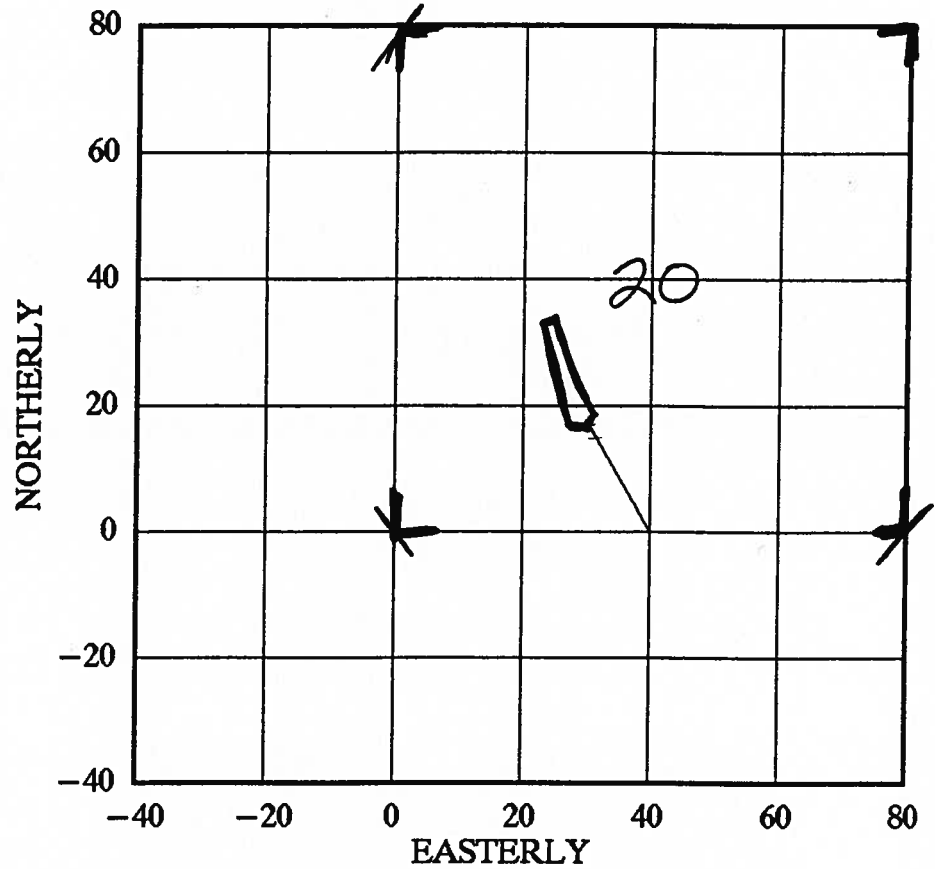


MICROFILMED

OCT 24 1996

WEISER

PARCEL PLOT - METES & BOUNDS
DISTANCE IS IN CHAINS



KW
12/14/95

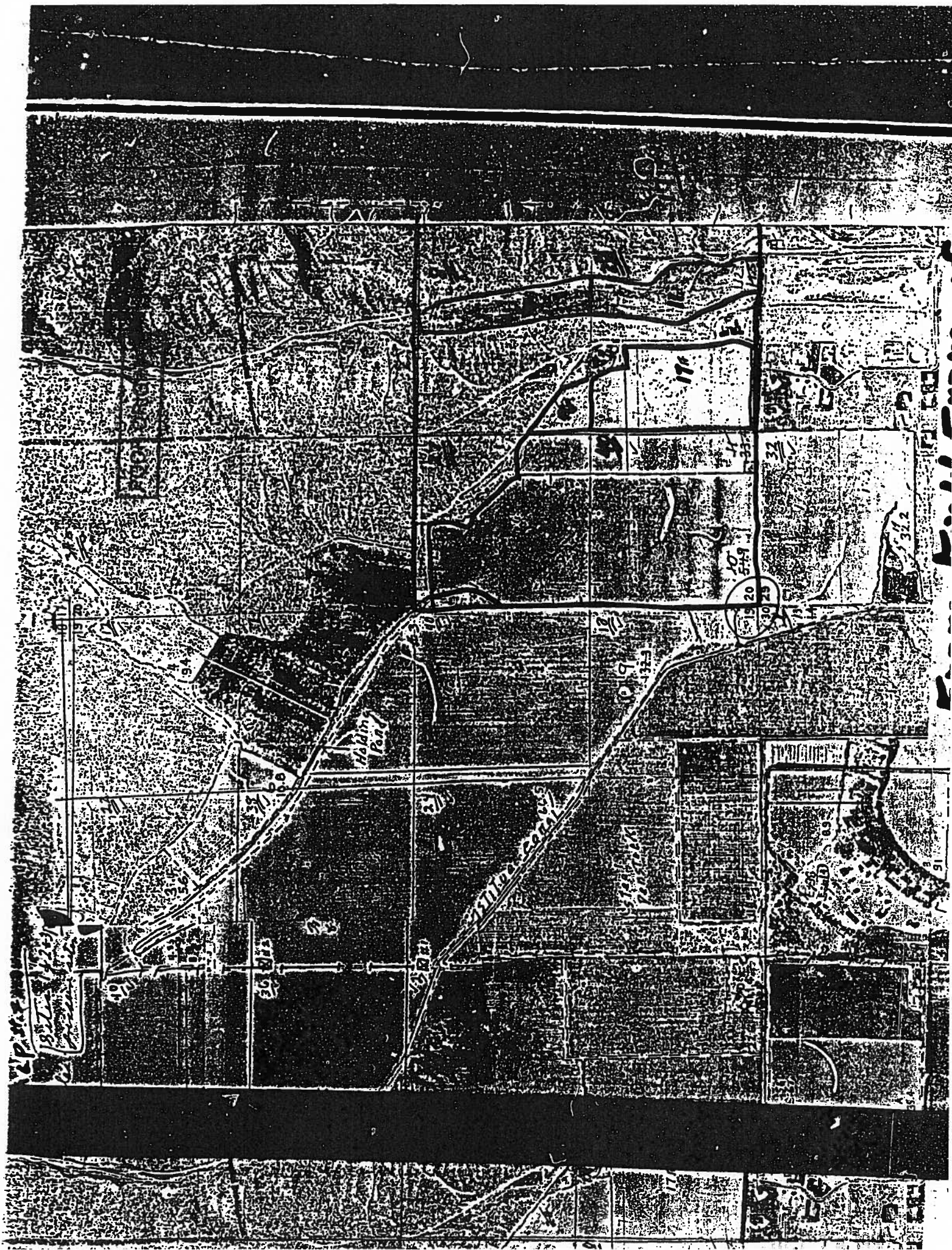
MICROFILMED

OCT 24 1996

MEETS AND BOUNDS TABLE

X-COR	Y-COR	ANGLE			BEARING	DIST (FT)
		DEGREES	MINUTES	SECONDS		
40.00	0.00					
30.59	16.42	29.00 ✓	49.00 ✓	39.00 ✓	NW ✓	1249.24 ✓
27.64	16.20	85.00 ✓	42.00 ✓	55.00 ✓	SW ✓	194.76 ✓
22.97	33.39	15.00 ✓	12.00 ✓	36.00 ✓	NW ✓	1175.90 ✓
24.78	34.00	71.00 ✓	31.00 ✓	38.00 ✓	NE ✓	126.35 ✓
30.79	19.00	21.00 ✓	48.00 ✓	8.00 ✓	SE ✓	1066.51 ✓
30.59	16.42	4.00 ✓	27.00 ✓	0.00 ✓	SW ✓	170.49 ✓

kw
12/14/95
13.01 acres ±





NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: APRIL 15, 1994

RECEIVED
FEB 13 1995

Department of Water Resources

LEGAL DESCRIPTION OF PROPERTY: Township 11 north Range 5 West
Section 20, 1/4 of 1/4 of 1/4, Govt. Lot , BM.
Lot , Block , Subdivision/Townsite .

If you have additional legal descriptions, please attach separate sheet.

SEE ATTACHED LEGAL DESCRIPTION

RECEIVED

FEB 15 1995

WATER RESOURCES
WESTERN REGION

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: _____

☐ Name and Address of Former
Owner/Claimant(s)(Seller): _____

DARLENE MCGINNIS

7208 S. Meridian Rd.
Meridian, ID 83642

☐ New Owner/Claimant
(Purchaser): _____

WILLIAM J. AND MARY GUTHRIE

☐ New Mailing Address: _____

30 OLTMAN ROAD
WEISER, ID 83672

☐ New Telephone Number: _____

(208) 549-0862

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of
ownership, describe
proof attached: _____

SEE COPY OF RECORDED WARRANTY DEED AND SURVEY

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New
Owner/Claimant(s) _____

Date 4-15-94

Date _____

☐ Signature of Former
Owner/Claimant(s): _____

Date 4-15-94

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed: _____

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any: _____

MICROFILMED

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

OCT 24 1996

WARRANTY DEED

For Value Received

DARLENE MCGINNIS, A SINGLE PERSON

The grantor, do ES hereby grant, bargain, sell and convey unto

WILLIAM J. GUTHRIE AND MARY J. GUTHRIE, HUSBAND AND WIFE
the grantee S, whose current address is 30 OLTMAN ROAD, WEISER, ID 83672

the following described premises, in

WASHINGTON

County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

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OCT 24 1996

EXHIBIT "A"

X=40
Y=0

A parcel of land situated within the W1/2 of Section 20, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W1/2 of Section 20, T.11N., R.5W., B.M.; thence N 29° 49' 39" W, a distance of 1249.24 feet to the TRUE POINT OF BEGINNING, which point bears N 62° 13' 56"E, a distance of 2268.52 feet from the southwest corner of said Section 20; thence S 85° 42' 55" W, a distance of 194.76 feet; thence N 15° 12' 36" W, a distance of 1175.90 feet; thence N 71° 31' 38" E, a distance of 126.35 feet; thence S 21° 48' 08" E, a distance of 1066.51 feet; thence S 4° 27' 00" W, a distance of 170.49 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 20.00 foot wide ingress-egress easement along an existing driveway running from an existing County Road known as Oltman Road along the south line of said W1/2 to the southerly line of the above described parcel of land.

TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northwest of existing house) to the westerly side of the above described parcel of land. Said easement is for installation of a water line and for access to and maintenance of said facilities. Said well bears N 33° 11' 53"E, a distance of 2260.30 feet from the southwest corner of said Section 20, and N 35° 56' 54"W, a distance of 2369.55 feet from the southeast corner of said W1/2.

ALSO TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northerly of existing house) to the above described parcel of land. Said easement is for access to and maintenance of said water facilities. Said well bears N 7° 49' 31"W, a distance of 3625.15 feet from the southeast corner of said W1/2, and N 30° 55' 15"E, a distance of 4155.04 feet from the southwest corner of said Section 20.

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OCT 24 1996