

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-31761
Date Received: 2/14/1990
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

SHIRLEY ADAMS SHARP Phone: (208)378-4623
10686 W PATTIE
BOISE ID USA 83713

2. Date of Priority: 09/29/1978

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	01W	21	SW NE	ADA	

5. Description of diverting works:

Well with submersible pump and pipe to sprinkler system.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.05	13.5

7. Total Quantity Appropriated is:
0.05 C.F.S. and/or 13.5 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
05N	01W	21	SW	NE	IRRIGATION	3
					Section Acres	3
					Total Acres	3

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

PROPERTY IS ALSO KNOWN AS LOT 15, BLK 1, HIGHPLAINS ESTATES SUBDIVISION.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31494.

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 AND AFTER NOVEMBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

The right holder shall accomplish the change authorized by Transfer 70783 within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

15. Basis of Claim: License

WATER RIGHT NO. 63-31761
As Modified by Transfer No. 70783

In accordance with the approval of Transfer No. 70783, Water Right No. 63-31761 is now described as follows:

Right Holder: SHIRLEY ADAMS SHARP
 10686 W PATTIE
 BOISE ID 83713

Priority Date: September 29, 1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	0.05 CFS	13.5 AF
			0.05 CFS	13.5 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SWNE Sec. 21 Twp 05N Rge 01W ^{Ada} GEM County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
05N	01W	21	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	3.0

Total Acres: 3.0

CONDITIONS OF APPROVAL

1. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
2. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.
4. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for Irrigation of the lands above.
6. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date of this approval.
7. Point of diversion and place of use are located within Lot 15, Block 1, Highplains Estates Subdivision.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 13th day of February, 2004



Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 70783

This is to certify that: SHIRLEY ADAMS SHARP
10686 W PATTIE
BOISE ID 83713
(208)378-4623

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

<u>Right</u>	<u>Origin/Basis</u>	<u>Priority</u>	<u>Rate</u>	<u>Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
63-31761	AJC/License	09/29/1978	0.05 cfs	13.5 af	N/A	3.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-31761	NO	YES	YES	NO	NO	NO

Summary of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (changed portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-31761	63-31761	0.05 cfs	13.5 af	N/A	3.0		N/A	N/A	N/A	N/A
COMBINED										
TOTALS		0.05 cfs	13.5 af	N/A	3.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 13th day of February, 2004


Chief, Water Allocation Bureau

Transfer No. 70783

Name of Applicant Shirley Adams Sharp Phone 208-378-4623
Post Office address 10686 West Pattie, Boise, ID 83713

RECEIVED

APR 21 2003

WATER RESOURCES
WESTERN REGION

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes Applicant has purchased water right and is moving place of use and point of diversion.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount (cfs/ac-ft) Nature of Use Period of Use

 9/29/1978 0.049/13.5 irrigation 3/15 to 11/15

2. Total amount of water being transferred 0.049 cubic feet per second and/or 13.5 acre-feet per annum.

3. Source of water ground water tributary to

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

Total Acres 3

PART 1

6. General Information:

- a. Description of diversion system well with submersible pump and pipe to sprinklers

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
3 acres will be removed from irrigation

- d. Remarks:
Place of use is Lot 15, Block 1, High Plains Subdivision.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20 _____

For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-31494 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. 69920 which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☒ Other Purchase and Sale Agreement

3. Source of water ground water tributary to _____4. Date or priority 9/29/1978

5. Water is used for the following purposes:

amount 3.59 cfs for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount 0.12 cfs for stockwater purposes from 1/1 to 12/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.59 cubic feet per second and/or 1,005.1 acre-feet per annum

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
	SW	SE	NE	36	6N	3W	Gem	

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	3W	36	34	7	26	40									40	5	35	35	222
			S	S	S	S									S	S	S	S	

Total Acres 2229. Describe any other water rights used for the same purpose as described above none

PART 2

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
 no _____ If yes, describe _____

DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.049/13.5 for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SW	SENE		36	6N	3W	Gem	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	3W	36															3		3

Total Acres 3

DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 3.541/985.5 for irrigation purposes from 3/15 to 11/15
 (cfs/ac-ft)
 amount 0.12/6.1 for stockwater purposes from 1/15 to 12/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
	SW	SENE		36	6N	3W	Gem	

3. Lands irrigated or place of use:

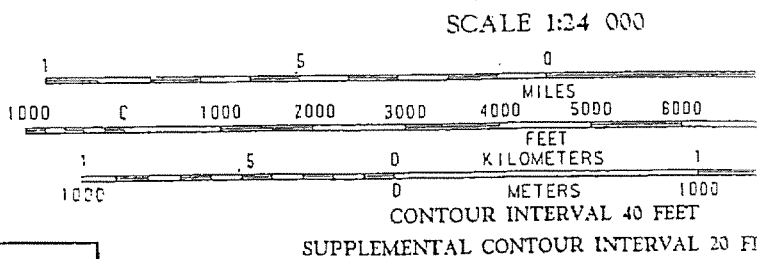
Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	3W	36	34	7	26	40									40	5	32	35	219
		36	S	S	S	S									S	S	S	S	

Total Acres 219

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

The map is a topographic representation of a section of land, specifically Township 5 North, Range 1 West (T5N, R1W). It features a grid system with section numbers (e.g., 8, 9, 10, 15, 16, 17, 20, 21, 22) and a scale bar indicating 310,000 feet. The map shows a proposed pipeline route, with a 'Place of Use' marked by a box and an arrow pointing to a 'Point of Diversion' on the pipeline. The map includes contour lines, spot elevations, and a grid. The word 'WILLOW' is written in large letters across the center of the map. The map is labeled with 'T5N, R1W' and 'WILLOW'.

PROVISIONAL MAP



PART 3

B. CHANGES IN NATURE OF USE

- | 1. | <u>New Nature of Use</u> | <u>Amount(cfs/af-ft)</u> | <u>Hours/days/year</u> | <u>Period of Use</u> |
|----|--------------------------|--------------------------|------------------------|----------------------|
| | _____ | _____ | _____ | _____ to _____ |
| | _____ | _____ | _____ | _____ to _____ |
2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Shirley Adams Shays
 (Signature of Applicant)

Subscribed and sworn to before me this 26 day of March, 20 03

Melanie Davis
 (Notary Public)

My commission expires 7-26-05



FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by KL Date 4/21/03 Protest filed by _____

Prelim. Check by _____ Fee 100.00

Received by KL Date 4/21/03 W030356

Published in _____ Copies of protest forwarded by _____

Pub. Dates _____ Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

The Grantees herein have read and approved the following: Warranty Deed

Title File No.: TN02-14179

WARRANTY DEED**FOR VALUE RECEIVED**

Jeff E. Schwerts and Valerie M. Schwerts, husband and wife and Trae Buchert and Johanna Buchert, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto: Shirley Adams-Sharp, a married woman

GRANTEES(s), whose current address is: _____
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

See legal description attached hereto and made a part of

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

Dated: June 27, 2002

Jeff E. Schwerts
Jeff E. Schwerts

Valerie M. Schwerts
Valerie M. Schwerts

Trae Buchert
Trae Buchert

Johanna Buchert
Johanna Buchert

STATE OF Idaho, County of Canyon, ss.

On this 27th day of June in the year of 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared

Jeff E. Schwerts, Valerie M. Schwerts,
Trae Buchert and Johanna Buchert

known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Signature: L. Kerbar

Name: L. Kerbar

Residing at: Meridian

My commission expires: 04/10/06



Transnation Title & Escrow, Inc.

EXHIBIT "A"

The West half of the Northeast quarter of Section 21, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho;

EXCEPT those portions of said land already deeded to the State of Idaho for roadway purposes.

ALSO EXCEPTING that portion described as follows:

A tract of land situated in a portion of the Southwest quarter of the Northeast quarter of Section 21 and lying Westerly of the Westerly right of way line of State Highway 16, all in Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the center quarter corner of Section 21, Township 5 North, Range 1 East, Boise Meridian, marked by a found 5/8 inch iron pin; thence North 00°15'50" East along the West line of the Northeast quarter, a distance of 902.16 feet to a point on the Westerly right of way line of State Highway 16; thence Southeasterly along the Westerly right of way line of said State Highway 16 the following courses and distances:
South 20°32'25" East, a distance of 408.65 feet to a set 5/8 inch iron pin LS 4108;
South 03°50'13" East, a distance of 104.40 feet to a found state right of way monument;
South 20°32'14" East, a distance of 445.48 feet to a point on the South line of the Northeast quarter marked by a set 5/8 inch iron pin LS 4108; thence leaving said Westerly right of way line of State Highway 16, North 89°39'25" West and along the South line of the Northeast quarter, a distance of 310.81 feet to the POINT OF BEGINNING.

AMENDED AND RESTATED WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 1st day of April, 2003 ("Effective Date") by and between Carlos L. and Laura E. Post, husband and wife ("Seller"), whose address is 1265 South Crane Road, Midvale, Idaho 83645 and Shirley Adams Sharp, ("Buyer"), whose address is 10686 Pattie St., Boise, Idaho 83713. In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. Seller owns a water right to divert ground water within the Boise River Basin, which water right is represented by license number 63-31494 issued by the Idaho Department of Water Resources ("Department"). License No. 63-31494 authorizes diversion of ground water for irrigation at a total annual diversion volume of four and one half (4.5) acre-feet per acre per year.
2. Seller desires to sell that portion of Seller's water right (hereinafter the "Water Right") appurtenant to and beneficially used on the following lands owned by Seller:
i) Fifteen (15) acres situated in the SW1/4SE1/4 of Section 36, T6N R3W, Boise Meridian, Gem County, Idaho; and four (4) acres situated in the NE1/4SE1/4 Section 36, T6N R3W, Boise Meridian, Gem County, Idaho (the "Nineteen Acre Tract").
3. Buyer desires to purchase the Water Right and to change the point of diversion and place of use thereof to Buyer's property and use ("Transfer").
4. Seller and Buyer acknowledge that the Transfer will require formal application to, and approval by, the Department.
5. Seller and Buyer previously entered into a Water Right Purchase And Sale Agreement, effective the 21st day of February, 2003 (herein the "Previous Agreement"). Such Previous Agreement provided for the transfer of 15 acres of water and the parties desire to increase the amount of water to be sold to 19 acres. The Previous Agreement is currently held in escrow at Weiser Valley Title, Inc., 124 East Main, Weiser, Idaho, with the [REDACTED] in earnest money paid by Buyer. This agreement shall replace such Previous Agreement, and upon execution of this Agreement, an

original shall be placed with Weiser Valley Title, Inc., and Weiser Valley Title, Inc. is hereby instructed by both parties to substitute this agreement for the Previous Agreement. This agreement shall fully supersede and replace the Previous Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell and Buyer agrees to purchase the Water Right.

1. Purchase Price. The purchase price for the Water Right is [REDACTED], payable as follows:
 - a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deposit with the Escrow Agent (defined below) the sum of [REDACTED] Dollars (\$[REDACTED]) as earnest money ("Earnest Money"). Seller acknowledges that this provision has been satisfied. The Earnest Money shall be applied towards the purchase price at Closing, and shall be non-refundable in the event the purchase and sale does not close, unless the reason that the purchase and sale does not close is due to the non-occurrence of a condition precedent which has not been waived by Buyer or if the failure to close is caused by the Seller, in which case the Earnest Money, together with accrued interest thereon, shall be refunded to Buyer by the Escrow Agent.
 - b. Balance of Purchase Price. [REDACTED] Dollars (\$[REDACTED]), being the balance of the Purchase Price, shall be due and payable to Seller at Closing.
2. Escrow Agent. The Escrow Agent shall be Weiser Valley Title, Inc., P.O. Box 591, 124-128 East Main Street, Weiser, Idaho 83672.
3. Escrow Fees and Costs. Seller and Buyer shall each be responsible for one-half of the Escrow Agent's fees and

costs.

4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Seller agrees to provide Buyer with any information concerning Seller's ownership and the historical beneficial use of the Water Right that Buyer may reasonably request to perform Buyer's due diligence and to respond to any Department requests for information or documentation supporting the Transfer application. Buyer will prepare, file, and prosecute the Transfer Application with the Department and use its reasonable best efforts to obtain the Transfer Approval contemplated by the parties. Promptly after the execution of this Agreement, Buyer shall file with the Department an application to transfer the Water Right.
5. Delivery into Escrow. Prior to Closing Seller and Buyer shall deliver the following to the Escrow Agent:
 - a. Seller.
 - i. Executed and acknowledged Water Right General Warranty Deed and Assignment conveying the Water Right to Buyer free and clear of all claims, liens and encumbrances;
 - ii. Executed and acknowledged Notice of Change of Ownership confirming Buyer's ownership of the Water Right and the assignment of any associated Snake River Basin Adjudication Claim ("SRBA Claim"); and
 - iii. Such other documents as Buyer may reasonably request to confirm Buyer's ownership of the Water Right and SRBA Claim as of Closing.
 - b. Buyer
 - i. Written notice of the Department's Transfer Approval; and
 - ii. The balance of the Purchase Price.
6. Conditions Precedent. The Closing, and Buyer's obligation to purchase the Water Right are subject to the following conditions precedent:
 - a. Seller is not in default and each of Seller's representations and warranties remain true and

accurate.

- b. Issuance of the Transfer Approval authorizing diversion and use of ground water at a rate of not less than 0.307 cfs and a total annual volume of not less than 85.5 acre-feet, and subject only to such conditions as Buyer, in Buyer's sole discretion deems will not interfere with or impair Buyer's intended use of the Water Right ("Transfer Approval").
 - c. Demonstration by Seller of Seller's clear and marketable title to the Water Right, free of any claims, including rights of redemption.
 - d. Seller's delivery into escrow of the documents described in Paragraph 5 hereto.
 - e. Seller's approval of any condition of the Transfer Approval which does, or could, impact Seller's remaining water rights and farming operations.
7. Buyer's Termination. If the foregoing conditions precedent are neither satisfied or waived by Buyer, or in the event of any default by Seller, or the, breach by Seller of any representation or warranty of Seller herein, and provided Buyer is not otherwise in default hereunder, Buyer may terminate the escrow and this Agreement by giving written notice of termination to Seller with a copy thereof to the Escrow Agent. Provided further, that if the foregoing conditions precedent have not been met by December 1, 2003, Buyer may terminate this Agreement by providing Seller notice thereof, with a copy thereof to the Escrow Agent. If Buyer gives Seller notice of termination, the Escrow Agent shall return any funds, including the Earnest Money, together with any documents delivered into escrow by Buyer, to Buyer, and shall return any documents delivered into escrow by Seller to Seller.
8. Buyer's Waiver of Transfer Approval. Seller and Buyer expressly agree that Buyer shall have the right to waive the conditions precedent set forth in 6 above and close the Water Right purchase, to the extent that the Department's

Transfer Approval reduces the rate or annual volume authorized to be diverted at Buyer's point of diversion and place of use, and Buyer, in Buyer's sole discretion, deems the diversion rate and/or volume actually authorized by the Transfer Approval to be sufficient for Buyer's intended use. If Buyer so waives any condition precedent, Buyer shall remain obligated to pay the Purchase Price for the Water Right. In the event Buyer completes the closing of this transaction, all conditions precedent shall be deemed waived.

9. Closing. Closing shall occur within fifteen (15) days of the date of Buyer's written notice to Seller and the Escrow Agent that the Department has granted the Transfer Approval. Upon receipt by the Escrow Agent of Buyer's notice of the Transfer Approval, and of all funds and documents required by this Agreement to be delivered into escrow, the Escrow Agent shall:

- a. Deliver the Purchase Price, less Seller's share of the escrow fees and costs to Seller;
- b. Record the Water Right General Warranty Deed and Assignment and any Release of Lien or other such recordable instrument in the real property records of Gem County, Idaho; and Deliver the recorded instruments and the Notice of Change of Ownership to Buyer.

10. Representations and Warranties.

a. By Seller:

- i. The Water Right is the sole and primary water right beneficially used to irrigate the Nineteen Acre Tract described in Recital 2 above, and there are no other water rights used upon or appurtenant to such lands;
- ii. Seller agrees that the Nineteen Acre Tract described in Recital 2 above will no longer be irrigated following the Transfer Approval and Closing, unless Seller develops or transfers a new water right to such lands for irrigation;
- iii. There are no contracts, actions, claims or proceedings pending that affect the Water Right;
- iv. Except as otherwise set forth herein, Seller is the current owner of the Water Right and has not conveyed the Water Right to any other person or

- entity;
- v. There are no liens, encumbrances, covenants, conditions or restrictions affecting the Water Right other than those that have previously been disclosed in writing to Buyer by Seller;
 - vi. Seller is not in default with respect to any of its obligations or liabilities pertaining to the Water Right;
 - vii. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
 - viii. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder;
 - ix. The Water Right has been placed to continued beneficial use on the real property described in Recital 2 above, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

b. By Buyer.

- i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and
- ii. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.

11. General Provisions.

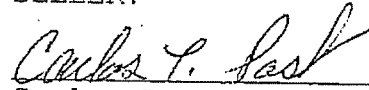
- a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- b. No modification, amendment discharge or change of this Agreement shall be valid unless the same is in writing and signed by both parties.
- c. If either party commences litigation for the judicial interpretation, enforcement or rescission of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.
- d. Time is of the essence to this Agreement.
- e. All obligations referred to herein to be performed at a date or time or times after Closing, and all

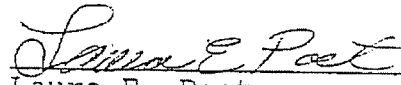
representations and warranties contained herein shall survive the Closing and delivery of Seller's Water Right General Warranty Deed and Assignment.

- f. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representative, successors and assigns.
- g. All notices to be given to the parties or the Escrow Agent shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.
- h. This Agreement may be executed in counterparts.

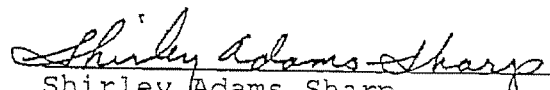
IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the Effective Date set forth above.

SELLER:


Carlos L. Post


Laura E. Post

BUYER:


Shirley Adams Sharp

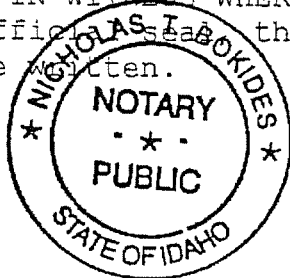
STATE OF IDAHO

COUNTY OF Washington

)
) ss:
)

On this, the 10 day of April, 2003, before me a Notary Public, personally appeared CARLOS L. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same.

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



[Signature]
Notary Public of Idaho

Residing at Washington, DC

My Commission expires: April 1, 2004

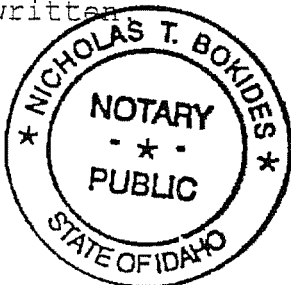
STATE OF IDAHO

COUNTY OF Washington

)
) ss:
)

On this, the 10 day of April, 2003, before me a Notary Public, personally appeared LAURA E. POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same.

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



[Signature]
Notary Public of Idaho

Residing at Washington, DC

My Commission expires: April 1, 2004

WATER RIGHT PURCHASE AND SALE AGREEMENT * 8 *

(c:\mydocuments\contract\postwater\rightpurchagr\Rev4-4-03)

STATE OF IDAHO

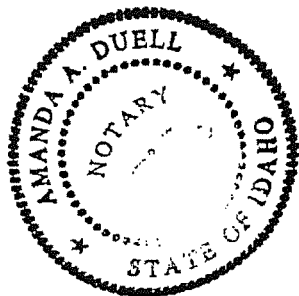
COUNTY OF

Ada

)
) SS:
)

On this, the 8th day of April, 2003, before me a Notary Public, personally appeared SHIRLEY ADAMS SHARP, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same.

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

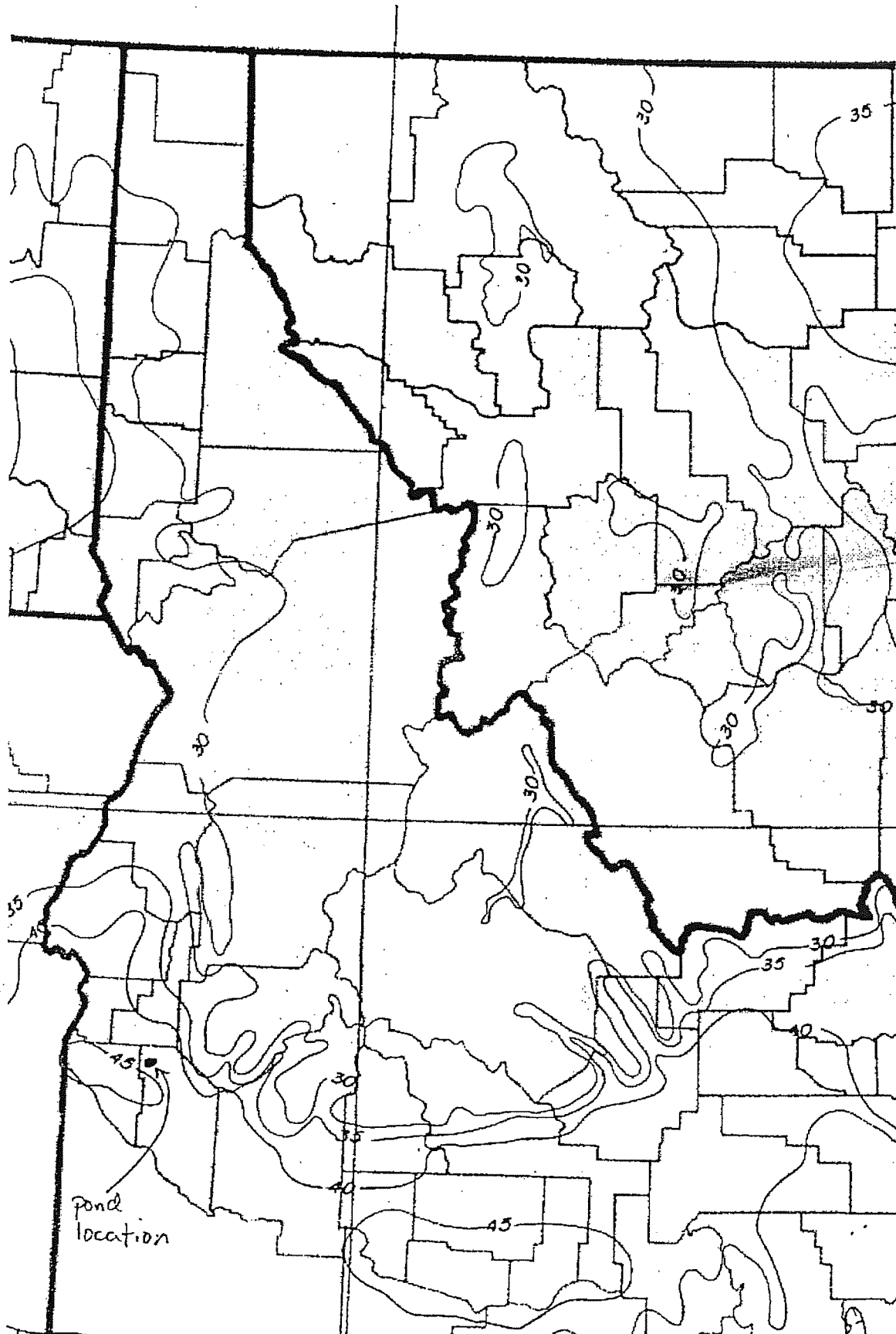


Amanda A. Duell
Notary Public of Idaho
Residing at Nampa, ID
My Commission expires: 5/5/2004

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 1	
To	Terry Scanlin	From	Richard Allen
Co.		Co.	Univ. of Idaho
Dept.		Phone #	(208) 423-6601
Fax #	(208) 383-4156	Fax #	(208) 423-6559

Estl. CU and CIR.		Caldwell		(Allison & Brockway, 1983)												mm/day and mm/season											
MO	NYRS	PREC	ETR	ALFH.	ALFS.	BEANS	F.CHN	SILGE	S.CRN	PEAS	POTAT	STREET	SGRAIN	WGRAN	PASTY	ORCHID	VEGES	ONION	HOPS								
AVE ET	3	49	1.04	2.34																							
AVE IR	3	49	99.00																								
STOD ET	3	49	99.68	.28																							
STOD IR	3	49	99.00																								
SKREW ET	3	49	99.50	.54																							
SKREW IR	3	49	99.00																								
AVE ET	4	49	1.02	4.74	3.65	3.69																					
AVE IR	4	49	99.92		3.01	3.07																					
STOD ET	4	49	99.77	.37	2.8	2.98																					
STOD IR	4	49	99.92		2.64	2.65																					
SKREW ET	4	49	1.43	.20	6.20	6.20																					
SKREW IR	4	49	99.52		5.55	5.52																					
AVE ET	5	49	93	6.30	5.81	5.67	1.09	1.09	1.89	1.89	1.56	1.42	1.42	1.60	4.60	3.42	2.07	1.56	1.48								
AVE IR	5	49	97.98		5.16	5.16	1.49	1.41	1.41	1.41	1.08	1.02	1.02	1.14	3.99	2.83	1.53	1.16	.97								
STOD ET	5	49	97.68	.47	4.6	4.6	1.14	1.14	1.14	1.14	.12	.11	.11	.13	3.36	2.27	1.16	.12	.12								
STOD IR	5	49	97.68		4.14	4.14	1.14	1.14	1.14	1.14	.44	.44	.44	.43	3.69	.61	.50	.36	.46								
SKREW ET	5	49	1.10	.24	6.20	6.20	1.10	1.10	1.10	1.10	.19	.17	.17	.20	3.19	.19	.19	.19	.19								
SKREW IR	5	49	97.96		5.57	5.57	1.10	1.10	1.10	1.10	.79	.65	.65	.78	3.38	.53	.43	.73	.83								
AVE ET	6	47	85	7.90	6.86	6.76	4.19	3.81	3.98	3.98	4.45	2.41	1.97	3.28	6.30	4.65	4.14	2.00									
AVE IR	6	47	100.00		6.19	6.19	3.29	3.29	3.29	3.29	5.61	6.04	4.60	7.90	6.08	5.54	4.14	5.26	7.49								
STOD ET	6	47	97.68	.51	6.44	6.44	3.29	3.29	3.29	3.29	5.61	6.04	4.60	7.90	6.08	5.54	4.14	5.26	7.49								
STOD IR	6	47	97.68		6.19	6.19	3.29	3.29	3.29	3.29	5.61	6.04	4.60	7.90	6.08	5.54	4.14	5.26	7.49								
SKREW ET	6	47	1.00	.12	6.79	6.79	3.29	3.29	3.29	3.29	5.61	6.04	4.60	7.90	6.08	5.54	4.14	5.26	7.49								
SKREW IR	6	47	100.00		6.19	6.19	3.29	3.29	3.29	3.29	5.61	6.04	4.60	7.90	6.08	5.54	4.14	5.26	7.49								
AVE ET	7	48	75.00	8.55	6.96	5.26	7.90	7.73	7.88	7.73	2.16	7.10	8.49	6.54	4.97	6.58	7.27	6.73	8.12								
AVE IR	7	48	75.00		6.82	5.13	7.76	7.34	7.34	7.34	2.07	6.99	8.37	6.42	4.65	6.58	7.32	6.73	8.12								
STOD ET	7	48	75.00	.35	6.30	5.23	7.34	7.34	7.34	7.34	2.09	6.99	8.37	6.42	4.65	6.58	7.32	6.73	8.12								
STOD IR	7	48	75.00		6.38	5.31	7.40	7.40	7.40	7.40	2.11	7.01	8.44	6.44	4.66	6.59	7.33	6.73	8.12								
SKREW ET	7	48	1.50	.50	6.40	5.40	7.50	7.50	7.50	7.50	2.11	7.01	8.44	6.44	4.66	6.59	7.33	6.73	8.12								
SKREW IR	7	48	75.00		6.10	5.36	7.50	7.50	7.50	7.50	2.11	7.01	8.44	6.44	4.66	6.59	7.33	6.73	8.12								
AVE ET	8	49	45	6.98	5.31	2.96	3.22	6.28	6.38	5.93	3.20	6.74	6.74	1.15	1.07	5.94	5.94	5.36	6.62								
AVE IR	8	49	65.27		5.19	3.08	3.08	6.19	6.19	5.93	3.20	6.74	6.74	1.15	1.07	5.94	5.94	5.36	6.62								
STOD ET	8	49	65.27	.39	5.19	3.16	3.16	6.19	6.19	5.93	3.20	6.74	6.74	1.15	1.07	5.94	5.94	5.36	6.62								
STOD IR	8	49	65.27		5.19	3.16	3.16	6.19	6.19	5.93	3.20	6.74	6.74	1.15	1.07	5.94	5.94	5.36	6.62								
SKREW ET	8	49	1.09	.91	5.20	3.91	3.91	6.28	6.28	5.93	3.20	6.74	6.74	1.15	1.07	5.94	5.94	5.36	6.62								
SKREW IR	8	49	65.27		5.19	3.16	3.16	6.19	6.19	5.93	3.20	6.74	6.74	1.15	1.07	5.94	5.94	5.36	6.62								
AVE ET	9	48	57	5.34	3.70	1.39	1.39	5.6	5.6	5.34	2.62	4.45	4.45	1.18	1.08	4.11	4.08	4.10	4.80								
AVE IR	9	48	83.73		3.41	1.74	1.74	5.6	5.6	5.34	2.62	4.45	4.45	1.18	1.08	4.11	4.08	4.10	4.80								
STOD ET	9	48	83.73	.38	3.41	1.80	1.80	5.6	5.6	5.34	2.62	4.45	4.45	1.18	1.08	4.11	4.08	4.10	4.80								
STOD IR	9	48	83.73		3.41	1.80	1.80	5.6	5.6	5.34	2.62	4.45	4.45	1.18	1.08	4.11	4.08	4.10	4.80								
SKREW ET	9	48	1.37	.56	3.41	1.80	1.80	5.6	5.6	5.34	2.62	4.45	4.45	1.18	1.08	4.11	4.08	4.10	4.80								
SKREW IR	9	48	83.73		3.41	1.80	1.80	5.6	5.6	5.34	2.62	4.45	4.45	1.18	1.08	4.11	4.08	4.10	4.80								
AVE ET	10	49	79	3.26	1.29	.35	.35	1.29	1.29	.86	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94								
AVE IR	10	49	97.96		1.68	.04	.04	1.29	1.29	.86	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94								
STOD ET	10	49	97.96	.26	1.68	.04	.04	1.29	1.29	.86	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94								
STOD IR	10	49	97.96		1.68	.04	.04	1.29	1.29	.86	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94								
SKREW ET	10	49	1.37	.41	1.68	.04	.04	1.29	1.29	.86	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94								
SKREW IR	10	49	97.96		1.68	.04	.04	1.29	1.29	.86	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94	1.94								
AVE ET	SE	45	140.9	1390.	1026.	705.	546.	755.	728.	606.	420.	760.	966.	715.	902.	1032.	909.	909.	1008.								
AVE IR	SE	45	0.0	0.	0.	0.	0.	694.	678.	562.	370.	708.	856.	642.	720.	932.	644.	644.	757.								
STOD ET	SE	45	42.6	50.	31.	31.	326.	29.	29.	26.	19.	30.	47.	31.	35.	35.	36.	36.	39.								
STOD IR	SE	45	42.6	50.	31.	31.	326.	29.	29.	26.	19.	30.	47.	31.	35.	35.	36.	36.	39.								
SKREW ET	SE	45	1.0	.04	.04	.04	.04	1.0	1.0	.22	.22	.15	.63	.17	.23	.01	.01	.01	.06								
SKREW IR	SE	45	140.9	1390.	1026.	705.	546.	755.	728.	606.	420.	760.	966.	715.	902.	1032.	909.	909.	1008.								

$$936 \text{ mm} = 36.85 \text{ m}$$



SCANLAN ENGINEERING

Groundwater and Environmental Engineering

March 31, 2003

Dan Nelson
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: Sale of Portions of Water Right 63-31494

Dear Dan:

Enclosed at your request is a map showing water right 63-31494 acres to be removed from irrigation following sale of water rights by Carlos and Laura Posts. The Posts are currently in the process of selling portions of water right 63-31494 totaling 79 acres as described below.

1. Ada County Highway District (ACHD) is purchasing 10 acres from the SWSE Section 36, T6N, R3W. ACHD has submitted an application for permit that proposes retirement of these 10 acres as mitigation for groundwater use at a gravel pit operation located in Section 29, T2N, R2E.
2. Paul and Susan Beckman are purchasing 5 acres from the NWSE, 10 acres from the SWSE, and 35 acres from the SESE of Section 36, T6N, R3W. The Beckmans have submitted an application to transfer the 50 acres of water right to their lands located in Section 25, T5N, R1W.
3. Shirley Adams Sharp is purchasing 4 acres from the NWSE and 15 acres from the SWSE of Section 35, T6N, R3W. Mrs. Sharp proposes transferring this water right to her lands located in Section 21, T5N, R1W. The 19 acres of water right will be split into three separate water rights of 3 acres, 3 acres, and 13 acres. We plan to submit three applications for transfer in April 2003.

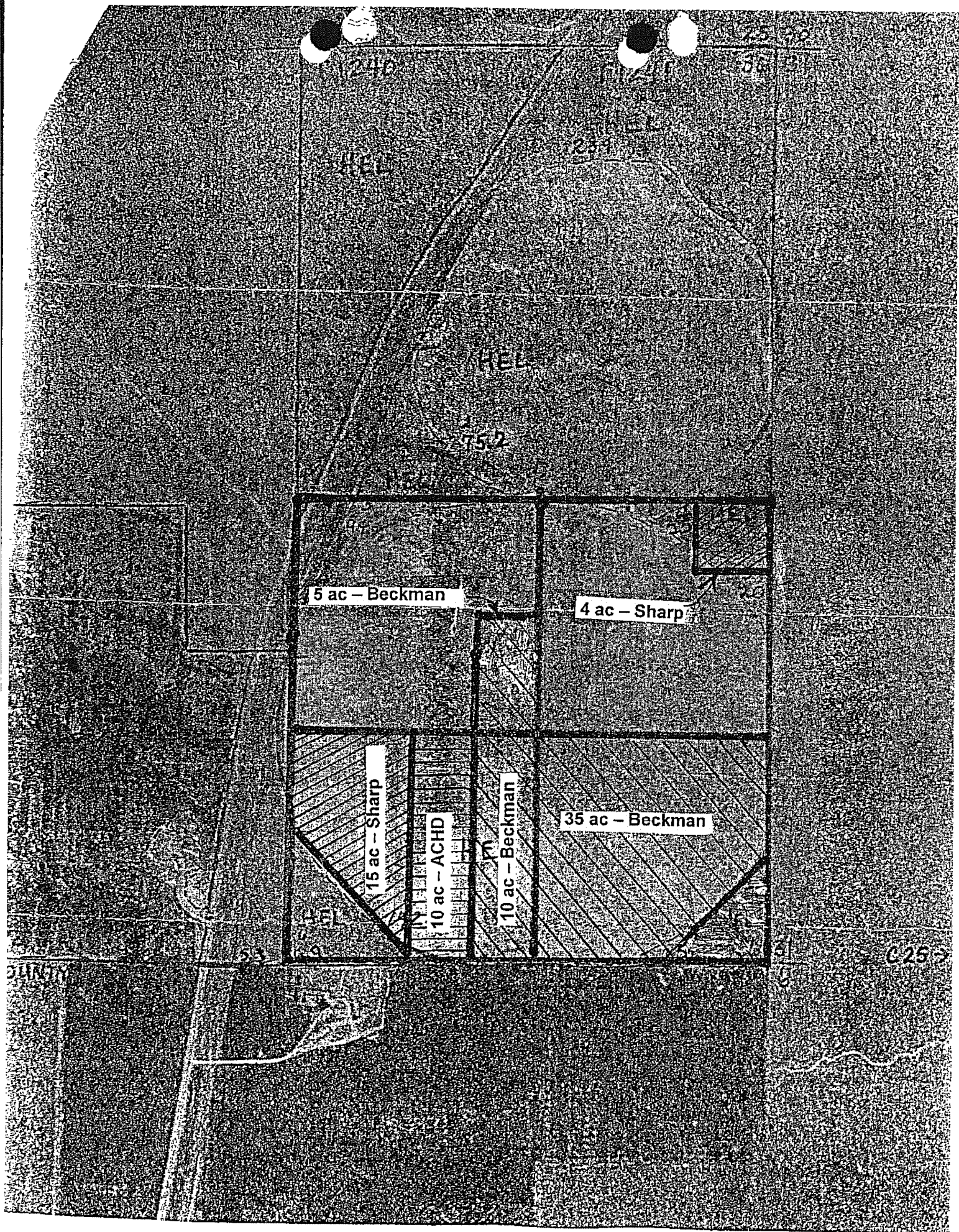
Please contact me with any questions.

Sincerely,



Terry M. Scanlan, P.E.

Cc: Carl Post
Errol Morgan
Paul Beckman
Shirley Sharp
Nick Bokides
Kathy Takasugi
Mike Creamer
Bruce Smith



SCANLAN ENGINEERING

Groundwater and Environmental Engineering

April 17, 2003

Steve Lester
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

RECEIVED
APR 21 2003
WATER RESOURCES
WESTERN REGION

Subject: Water Right Applications – Shirley Adams Sharp

Dear Steve:

On behalf of Shirley Adams Sharp, I am pleased to submit the following three applications for transfer and one application for permit. The applications propose irrigation, recreation, and aesthetic uses at the High Plains Subdivision. A copy of the preliminary subdivision plat is enclosed.

The water right proposed for transfer is a 19-acre portion (0.307 cfs, 85.5 afa) of water right 63-31494. A copy of the water right purchase and sale agreement is enclosed. The transfers will split the 19 acres of water right 63-31494 into three separate rights. Each of these water rights will be served by a separate system.

The applications are described below.

1. Application No. 1 is a transfer of 13 acres of water right 63-31494. The transfer proposes irrigation (0.145 cfs, 40.5 afa) of 9 acres of common area in Lot 5, Block 1. The transfer will change the nature of use of the remaining 4-acre portion of the irrigation water right to recreation and aesthetic use (0.065 cfs, 18.0 afa). These uses will consist of water-level maintenance in a pond with a surface area of approximately 3.3-acres. The proposed recreation pond will be located in Lot 1, Block 1. Water will be diverted from a community well.
2. Application No. 2 is a transfer proposing 3 acres of irrigation (0.048 cfs, 13.5 afa) at Lot 14, Block 1 of High Plains Estates. The water will be diverted from a private well located in Lot 14.
3. Application No. 3 is a transfer application proposing 3 acres of irrigation (0.049 cfs, 13.5 afa) at Lot 15, Block 1 of High Plains Estates. The water will be diverted from a private well located in Lot 15.
4. Application No. 4 is an application for permit proposing a nominal 3.3-acre pond with storage volume of 22 af. The pond will be filled with water diverted from the community well. Initial pond filling can be accomplished through a one-time rental of 22 af of a Basin 63 groundwater right from the State Water Bank. The pond water level will be maintained

using water diverted for recreation/aesthetic uses as described in Application No. 1, above.

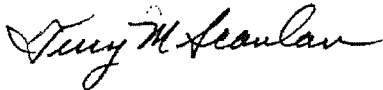
The 4 acres of irrigation water right transferred for recreation and aesthetic uses (Application No. 1) will fully mitigate evaporation losses from the proposed pond. Annual evaporation losses are estimated at approximately 44 inches (see annual free water surface evaporation map, attached). The 44 inches of evaporation from the proposed 3.3 acre pond surface results in an annual evaporation loss of 12.1 acre feet. Consumptive irrigation requirement (CIR) for the alfalfa hay crop historically irrigated by water right 63-31494 is 36.9 inches (Allen & Brockway, 1983, based on Caldwell station). The 36.9 inches of CIR over 4 acres provides 12.9 acre feet of consumption to offset evaporation losses. Subtracting 12.1 acre feet of annual evaporation from the 18.0 acre foot annual diversion volume leaves 5.9 acre feet of diversion volume for seepage losses. The 5.9 acre feet volume will result in a maximum allowable seepage loss of approximately 0.06 inches per day. A pond liner will be required to limit seepage loss to this amount.

Mrs. Sharp currently has a pending application for permit (63-31563) proposing irrigation of 50 acres within the same property. We request that this application for permit be maintained in the Basin 63 Administrative Hold file. If the Administrative Hold is lifted, the pending application for permit would give Mrs. Sharp the opportunity to irrigate additional lands within the subdivision area.

A check for \$550 in filing fees is enclosed. This check is based on three \$100 fees for the applications for transfer and a single \$250 fee for the application for permit.

Please contact me with any questions.

Sincerely,



Terry M. Scanlan, P.E., P.G.

Cc: Shirley Adams Sharp
Mark Adams
Bruce Smith
Nick Bokides

AUGUST 28, 2003

TO WHOM IT MAY CONCERN:

WE LIVE ABOUT ONE MILE FROM CARL AND LAURA POST PROPERTY
ON EMMETT RD. WHICH TURNS TO LITTLE FREEZE CUT IN GEM CO.
THERE WAS A HAY CROP RAISED ON THEIR FARM IN 2002.

RECEIVED

SEP 04 2003

WATER RESOURCES
WESTERN REGION

SINCERELY,

Luella Weber
29102 Emmett Rd.
Caldwell Idaho 83607
phone 459-4884

63-31494
CARLOS POST
IRRIGATION → 3.59 CFS / 999 AFA
222 ACRES
STOCKWATER → 0.12 CFS / 6.1 AFA
TOTAL → 3.59 CFS / 1005.1 AFA

63-31758

63-?????
CARLOS POST
IRRIGATION →
3.28 CFS / 913.5 AFA
203 ACRES
STOCKWATER → 0.12
CFS / 6.1 AFA
TOTAL → 3.28 CFS /
913.5 AFA
Remainder

63-31759

63-?????
SHIRLEY ADAMS
SHARP
IRRIGATION →
0.21 CFS / 58.5 AFA
13 ACRES
TOTAL → 0.21 CFS /
58.5 AFA
*134c in
5c 5E*

63-31760

63-?????
SHIRLEY ADAMS
SHARP
IRRIGATION →
0.05 CFS / 13.5 AFA
3 ACRES
TOTAL → 0.05 CFS /
13.5 AFA
*3 AC in
W 5E*

63-31761

63-?????
SHIRLEY ADAMS
SHARP
IRRIGATION →
0.05 CFS / 13.5 AFA
3 ACRES
TOTAL → 0.05 CFS /
13.5 AFA
*1 AC in W 5E
2 AC in S 5E*

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-31494
Date Received: 12/2/2002
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CARLOS POST Phone: (208)482-7777
6000 LITTLE FREEZEOUT RD
CALDWELL ID USA 83605

2. Date of Priority: 09/29/1978

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
06N	03W	36	SW	SE	NE	GEM	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	3.59	
STOCKWATER	01/01	12/31	0.12	

7. Total Quantity Appropriated is:

3.59 C.F.S. and/or 1005.1 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
06N	03W	36	NE	NE	IRRIGATION	34
			NW	NE	IRRIGATION	7
			SW	NE	IRRIGATION	26
			SE	NE	IRRIGATION	40
			NE	SE	IRRIGATION	40
			NW	SE	IRRIGATION	5
			SW	SE	IRRIGATION	35
			SE	SE	IRRIGATION	35
			NE	NE	STOCKWATER	
			NW	NE	STOCKWATER	
			SW	NE	STOCKWATER	
			SE	NE	STOCKWATER	
			NE	SE	STOCKWATER	
			NW	SE	STOCKWATER	
			SW	SE	STOCKWATER	
			SE	SE	STOCKWATER	
					Section Acres	222
					Total Acres	222

11. Place of use in counties: GEM

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

15. Basis of Claim: License

WATER RIGHT NO. 63-31494
As Modified by Transfer No. 69920

In accordance with the approval of Transfer No. 69920, Water Right No. 63-31494 is now described as follows.

Right Holder: CARLOS POST
 6000 LITTLE FREEZEOUT RD
 CALDWELL ID 83605

Priority Date: September 29, 1978

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	to 11/15	3.59 CFS	
STOCKWATER	01/01	to 12/31	0.12 CFS	
			3.59 CFS	1,005.1 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SWSENE Sec. 36 Twp 06N Rge 03W GEM County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 03W 36	34.0	7.0	26.0	40.0									40.0	5.0	35.0	35.0	222.0

Total Acres: 222

PLACE OF USE: STOCKWATER

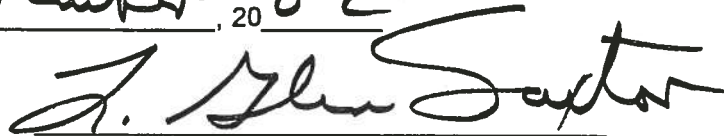
Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N 03W 36	X	X	X	X									X	X	X	X	

CONDITIONS OF APPROVAL

- Approval of this transfer does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication.

This water right is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.

Dated this 26th day of November, 2002


 Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT
TRANSFER NO. 69920

RECEIVED

NOV 29 2002

WATER RESOURCES
WESTERN REGION

This is to certify that: TUCKER M JOHNSON
10464 W GARVERDALE CT STE 710
BOISE ID 83704
(208)377-4104

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Change

Right	Origin/Basis	Priority	Rate	Volume	Acres	Total	Source
63-9179C	AJC/License	09/29/1978	4.24 cfs	1185.12 af		262.0	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
63-9179C	YES	YES	YES	NO	NO	NO

Summary of Water Rights After the Approved Change

Existing Right	New No. (changed portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
63-9179C	63-31495	0.65 cfs	180.0 af	40.0	60.0	63-31494	3.59 cfs	1005.1 af	N/A	222.0
TOTALS		0.65 cfs	180.0 af	40.0	60.0		N/A	N/A	N/A	N/A

Detailed Water Right Description(s) attached

Dated this 26th day of November, 2002


Chief, Water Allocation Bureau

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 6992

RECEIVED

MAY 13 2002

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of ~~WATER RESOURCES~~ Tucker M. Johnson Phone 208-377-4104
~~WESTERN REGION~~Post Office address 10464 Garverdale Court, Suite 710, Boise, ID 83704

A. PURPOSE OF TRANSFER

- 1.
- ☒
- Change point of diversion
- ☐
- Add diversion point(s)
- ☒
- Change place of use

☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes
- Applicant has purchased a portion of water right 63-9179 and propose transferring it to a new place of use and point of divers

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>63-9179</u>	<u>9/29/1978</u>	<u>0.65 / 180.0</u>	<u>irrigation</u>	<u>3/15</u> to <u>11/15</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred
- 0.65
- cubic feet per second and/or
- 180.0
- acre-feet per annum.

3. Source of water
- ground water
- tributary to
- NA

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		NE	NW	32	5N	1E	Ada	

5. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	1E	32					20	40											60

Total Acres 60

PART 1

Transfer No. _____

6. General Information:

a. Description of diversion system Well with electric pump, pipelines, and sprinklers

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
x Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. See attached Water Right Purchase and Sale Agreement

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
Land will no longer be irrigated.

d. Remarks:

See attached purchase agreement for water right

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

and the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20 _____

For the Director

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right as evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 63-9179A issued by the Idaho Department of Water Resources.
- c. Claim No. 63-9179C on file with the Idaho Department of Water Resources.
- d. Transfer No. 5285 which produced this right.

2. Attach copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership
Label document as attachment A. Check appropriate box below:☒ Tax Notice ☐ Warranty Deed ☐ Other _____3. Source of water ground water tributary to _____4. Date or priority 9/29/1978

5. Water is used for the following purposes:

amount 4.24/1318.5 for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)

amount 0.12/6.7 for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 4.74 cubic feet per second and/or 1325.2 acre-feet per annum

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	NE	36	6N	3W	Canyon*	

*actual location is Gem (license error)

8. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	3W	36	40	32	32	40									40	39	35	35	293

Total Acres 2939. Describe any other water rights used for the same purpose as described above none

PART 2

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

yes If yes, describe see analysis for T5285 and attached photos; no non-use

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED of portion described in part B.
(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.65 / 180.0 for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	NE	36	6N	3W	Gem	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Tot
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	3W	36	6													34			4

Total Acres 40

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 4.09/1138.5 for irrigation purposes from 3/15 to 11/15
(cfs/ac-ft)
amount 0.12/6.7 for stock purposes from 1/01 to 12/31
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp	Rge	County	Local name for diversion
		SE	NE	36	6N	3W	Gem	

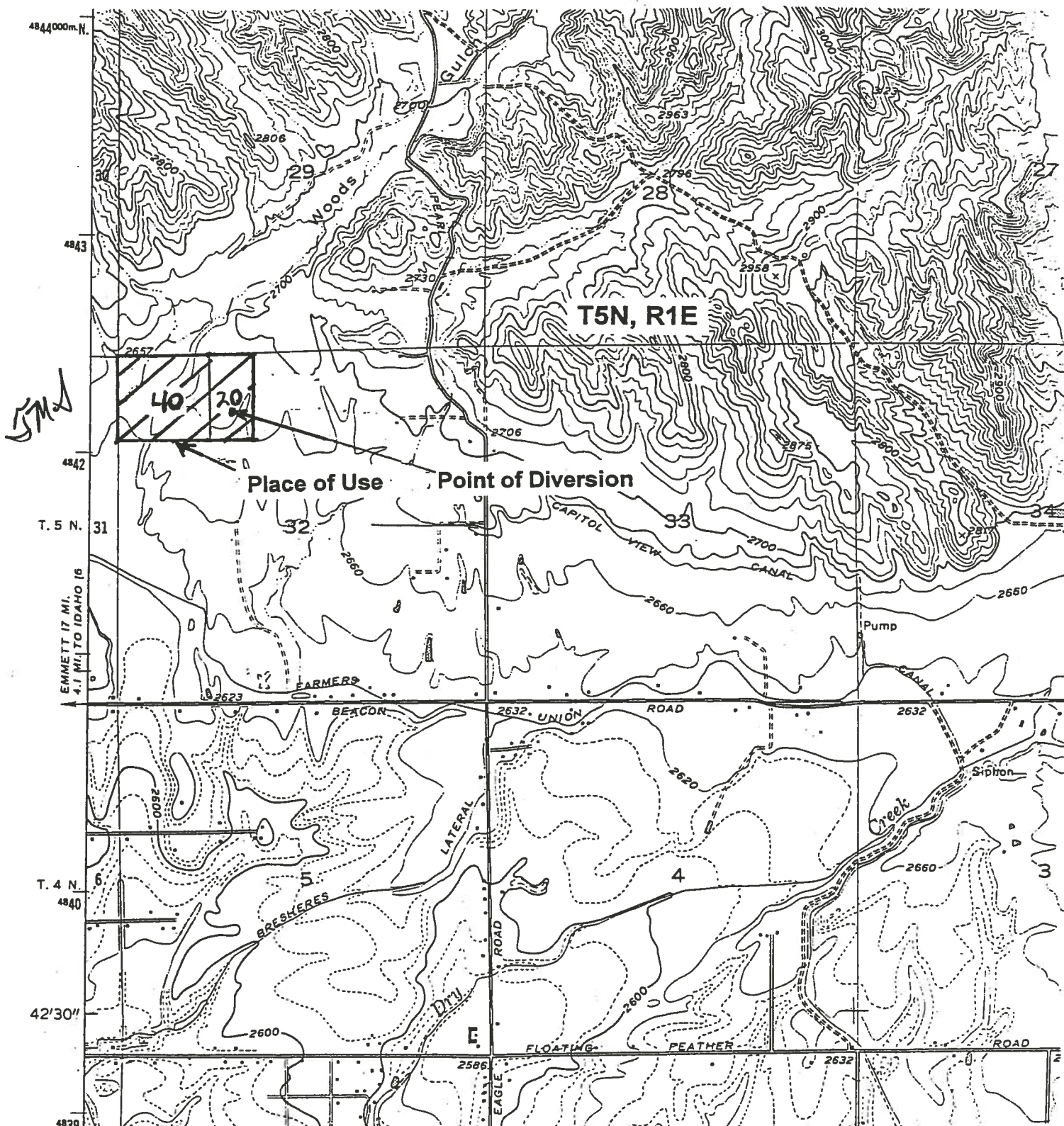
3. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Tot
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
6N	3W	36	34	32	32	40									40	5	35	35	21

Total Acres 253

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for the right described in part 1. Clearly depict the land by section, township and range number.



PART 3

B. CHANGES IN NATURE OF USE

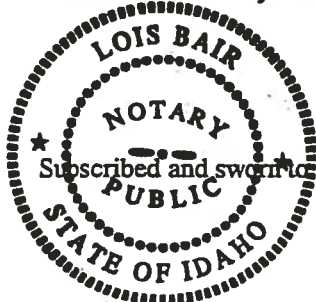
1.

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



[Signature]
(Signature of Applicant)

Subscribed and sworn to before me this 15th day of November, 2001

Lois Bair - Boise, ID
(Notary Public)

My commission expires 3-31-2004

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 9 attachments

Received by Kb Date 5/13/02 Protest filed by _____

Prelim. Check by g Fee 250⁰⁰

Receipted by Kb Date 5/13/02 10029156

Published in Press Tribune Copies of protest forwarded by _____

Pub. Dates 6-20+27-02 Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☐ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

RECORDED - REQUEST

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 OCT 10 PM 4:18

FEE 600 DEPUTY *J. L. Hays*

101105398

ALLIANCE TITLE

READ & APPROVED BY GRANTEE(S): *TH* *DRG*

SPACE ABOVE THIS LINE FOR RECORDING DATA

(2500)

Order No.: 01092827 LWF/CW

Re-recorded to correct Legal

WARRANTY DEED

FOR VALUE RECEIVED DALE H. WOLIN AND LOIS H. WOLIN (also shown of record as LOIS M. WOLIN), Husband and Wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto: TUCKER M. JOHNSON AND DENISE R. JOHNSON, Husband and Wife

GRANTEE(S), whose current address is: 1763 N. CLARENDON WY., RAGLE, IDAHO 83616
the following described real property in ADA County, State of Idaho, more particularly described as follows, to wit:

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

RECORDED - REQUEST OF

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHOFEE 600 DEPUTY *M. Hays*

2002 MAR 21 PM 12:28

102033289

ALLIANCE

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

Dated: October 04, 2001

Dale H. Wolin
DALE H. WOLIN*Lois M. Wolin*
LOIS M. WOLINSTATE OF IDAHO
COUNTY OF ADA }

Public in and for said State, personally appeared DALE H. WOLIN AND LOIS H. WOLIN, a Notary Public in and for said State, personally appeared DALE H. WOLIN AND LOIS H. WOLIN

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

TRINA NISHITANI
NOTARY PUBLIC
STATE OF IDAHO

My Commission Expires 6-28-03

Signature: *Trina Nishitani*

Name: TRINA NISHITANI

Residing at: CALDWELL, IDAHO

My Commission Expires: 06/28/03

PARCEL II

EXHIBIT "A"

A parcel of land located in the North half of the Northwest Quarter of Section 32, Township 5 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the ~~Northeast~~^{West} corner of said Section 32 from which the North Quarter corner of said Section 32 bears North 89 degrees 37'41" East, 2646.25 feet; thence along the North boundary line of said Section 32 North 89 degrees 37'41" East, 1572.92 feet to the REAL POINT OF BEGINNING; thence continuing along said North boundary line North 89 degrees 37'41" East, 393.12 feet to the Northwest corner of Kori Ridge Estates Subdivision as filed in Book 68 of Plats at Pages 6921 and 6922, records of Ada County, Idaho; thence along the West boundary line of said Kori Ridge Estates Subdivision South 00 degrees 28'03" West, 1318.44 feet to a point on the North boundary line of Westridge Subdivision as recorded in Book 63 of Plats at Pages 6393 and 6394, records of Ada County, Idaho; thence along said North boundary line South 89 degrees 35'50" West, 643.87 feet to the Northwest 1/16 corner of said Section 32; thence continuing along said North boundary line South 89 degrees 37'07" West, 75.38 feet; thence leaving said North boundary line North 37 degrees 44'30" West, 441.13 feet to a point on a curve to the left; thence along said curve 175.71 feet, said curve having a radius of 248.93 feet, a central angle of 40 degrees 26'33" and a long chord of 172.08 feet which bears North 33 degrees 56'36" East; thence North 13 degrees 43'19" East, 68.01 feet to the beginning of a curve to the right; thence along said curve 375.08 feet, said curve having a radius of 220.32 feet, a central angle of 97 degrees 32'36" and a long chord of 331.40 feet which bears North 62 degrees 29'37" East to a point of compound curve; thence along said compound curve 44.09 feet, said curve having a radius of 28.00 feet, a central angle of 90 degrees 12'51" and a long chord of 39.67 feet which bears South 23 degrees 37'40" East to a point of reverse curve; thence along said reverse curve 157.11 feet, said curve having a radius of 50.00 feet, a central angle of 180 degrees 02'14" and a long chord of 100.00 feet which bears South 68 degrees 32'21" East to the point of tangency; thence North 21 degrees 26'32" East, 98.10 feet to the beginning of a curve to the left; thence along said curve 98.50 feet, said curve having a radius of 50.00 feet, a central angle of 112 degrees 52'36" and a long chord of 83.33 feet which bears North 34 degrees 59'47" West; thence leaving said curve North 00 degrees 41'32" East, 176.77 feet; thence North 12 degrees 59'51" East, 355.27 feet to the REAL POINT OF BEGINNING.

CORRECTED LEGAL DESCRIPTION

A parcel of land located in the N1/2 of the NW1/4 of Section 32, T.5N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the NW corner of said Section 32 from which the N1/4 corner of said Section 32 bears North 89°37'41" East, 2646.25 feet;

thence along the North boundary line of said Section 32, North 89°37'41" East, 1572.92 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North boundary line North 89°37'41" East, 393.12 feet to the NW corner of Kozi Ridge Estates Subdivision as filed in Book 68 of Plats at Pages 6921 and 6922, records of Ada County, Idaho;

thence along the West boundary line of said Kozi Ridge Estates Subdivision South 00°28'03" East, 1318.44 feet to a point on the North boundary line of Westridge Subdivision as recorded in Book 63 of Plats at Pages 6393 and 6394, records of Ada County, Idaho;

thence along said North boundary line South 89°35'50" West, 643.87 feet to the NW1/4 corner of said Section 32;

thence continuing along said North boundary line South 89°37'07" West, 75.38 feet;

thence leaving said North boundary line North 37°44'30" West, 441.13 feet to a point on a curve to the left;

thence along said curve 175.71 feet, said curve having a radius of 248.93 feet, a central angle of 40°26'33" and a long chord of 172.08 feet which bears North 33°56'36" East;

thence North 13°43'19" East, 68.61 feet to the beginning of a curve to the right;

thence along said curve 375.08 feet, said curve having a radius of 220.32 feet, a central angle of 97°32'36" and a long chord of 331.40 feet which bears North 62°29'37" East to a point of compound curve;

thence along said compound curve 44.09 feet, said curve having a radius of 28.00 feet, a central angle of 90°12'51" and a long chord of 39.67 feet which bears South 23°37'40" East to a point of reverse curve;

thence along said reverse curve 157.11 feet, said curve having a radius of 50.00 feet, a central angle of 180°02'14" and a long chord of 100.00 feet which bears South 68°32'21" East to the point of tangency;

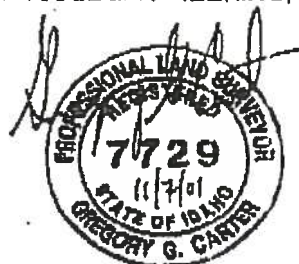
thence North 21°26'32" East, 98.10 feet to the beginning of a curve to the left;

thence along said curve 98.50 feet, said curve having a radius of 50.00 feet, a central angle of 112°52'36" and a long chord of 83.33 feet which bears North 34°59'47" West;

thence leaving said curve North 00°41'32" East, 176.77 feet;

thence North 12°59'51" East, 355.27 feet to the **REAL POINT OF BEGINNING**.
Containing 20.15 acres, more or less.

Prepared by:
HUBBLE ENGINEERING, INC.



INSTRU. NO. 187912
PAGES 1 of 2

WARRANTY DEED

GRANTOR, Children's Aid of Idaho, a private Idaho non-profit corporation, also known as Children's Adoption Services, Inc., (CASI), of Boise, County of Ada, State of Idaho, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Carlos L. Post and Laura E. Post, husband and wife, whose current address is 27346 Middle Road, Wilder, County of Canyon, State of Idaho, as GRANTEEES, and to Grantees' heirs and assigns forever, all of the following described real estate located in Gem County, Idaho:

The E 1/2 of Section 36, Township 6 North, Range 3 West, of the Boise Meridian, in Gem County, Idaho;

EXCEPT the SW 1/4 of the SW 1/4 of the NE 1/4 of said Section 36;

ALSO EXCEPT a 100 foot strip of land deeded to the Idaho Northern Railway Company, Limited by Deed recorded July 21, 1903 in Book 9 of Deeds at Page 629, records of Gem County, Idaho;

ALSO EXCEPT those portions of the Northeast quarter of Section 36 and the Southeast quarter of Section 36 lying westerly of Emmett Road, as such road presently exists.

AND ALSO EXCEPT all minerals and geothermal resources, including associated by-products, as reserved by the State of Idaho, by State Deed recorded September 26, 1979 as Instrument No. 130265, records of Gem County, Idaho.

TOGETHER WITH:

Road Easement and Irrigation Pipeline Easement as granted in that certain instrument recorded September 14, 1979 as Instrument No. 130158, records of Gem County, Idaho, over and across the following described property:

The south 100 feet and the west 20 feet of the SW 1/4 of the SW 1/4 of the NE 1/4 of Section 36, Township 6 North, Range 3 West of the Boise Meridian, in Gem County, Idaho;

EXCEPT all ditch and road rights-of-way.

Said tract of land including all water and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way or easements of record or in use.

TOGETHER with all improvements and appurtenances thereto.

INSTRU. NO. 187912PAGES 2 of 2

Subject to such rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

Grantor, for itself, its successors and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the Grantees, their heirs and assigns forever against the lawful claims of all persons.

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

IN WITNESS WHEREOF, GRANTOR has hereunto subscribed its name to this instrument this 24 day of December, 1992.

Children's Adoption Services, Inc.

Wm. Lynn Bailey
Director

STATE OF IDAHO)

ss.

County of Ada)

On this 24th day of December, 1992, before me, the undersigned, a Notary Public for Idaho, personally appeared William Lynn Bailey, known to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Wm. Lynn Bailey
Notary Public for Idaho
Residing at 211 N. 1st St.
My Commission Expires 11/3/99

Warranty Deed Page 2

Fee: 6.00

By Judy L. Johnson
Notary

Gen County (IDAHO) as
Recorded at request of
Land Title Insurance Co.
Time: 12:45 PM
Date: January 8, 1996
Inst. No. 187912
Recorded as Deed

187912

FA-6466

INSTR. NO. 198164
PAGES 1 of 6

Filed for Record at Request of:

After Recording, Mail To:

First American Title Company of Idaho
108 East 6th Street
Emmett, Idaho 83617

QUITCLAIM DEED

Folder #:1632-14

UNION PACIFIC RAILROAD COMPANY, a Utah corporation, (successor through merger to Oregon Short Line Railroad Company and Idaho Northern Railway Company, Ltd.), Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CARLOS L. POST and LAURA E. POST, husband and wife as community property, Grantees, whose address is 1265 South Crane Road, Midvale, Idaho 83645 and unto their heirs and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, including any after acquired title interest, of, in, and to the real property consisting of 7.8 acres, more or less, (hereinafter, the "Property") situated in Gem County, Idaho, as more particularly described in Exhibit A, hereto attached and hereby made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereio, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantees, their heirs and assigns.

PAGES

of 6

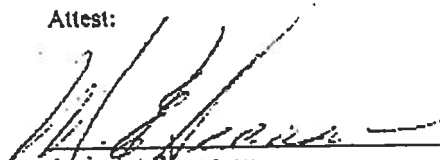
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging;
TO HAVE AND TO HOLD, subject to the aforesaid provisions, the Property unto the said Grantees
and unto their heirs and assigns.

Grantor, Federal ID No. 13-6400825, is not a foreign corporation and withholding of Federal
Income Tax from the amount realized will not be made by the Grantees. A Certification prepared
in conformance with IRS regulations under Section 1445 of the Internal Revenue Code is attached
as Exhibit "B".

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the

1st day of December, 1997.

Attest:


Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By:


R. D. Uhrich
Assistant Vice President -
Contracts & Real Estate

(Seal)



198164

Gem County, IDAHO, ss

Recorded at request of

First American Title Co

Time 4:35 PM

Date December 29, 1997

Instr. No. 198164

Recorded as a Deed

Thelma R. Kolesch, Clerk

Ex-Officio Recorder

By: 
Deputy

Fees \$ 18.00

ACKNOWLEDGMENT

INST. NO. 198/64
PAGES 3 of 6

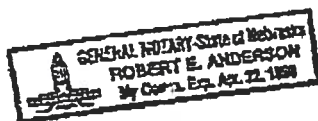
STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 1 day of December, 1997, before me, a Notary Public in and for said County and State, personally appeared R. D. Ulrich and ME Heenan, who are the Assistant Vice President - Contracts & Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Utah corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Robert E. Anderson
Notary Public



(Seal)

INST. 198164

PAGES 4 6

EXHIBIT "A"
LEGAL DESCRIPTION

Audit #5181

A tract of land situate in the North Half of the Northeast Quarter (N ½ of NE ¼), the Southwest Quarter of the Northeast Quarter (SW ¼ of NE ¼), the Northwest Quarter of the Southeast Quarter (NW ¼ of SE ¼) and the East Half of the South West Quarter (E ½ of SW ¼) of Section 36, Township 6 North, Range 3 West of the Boise Principal Meridian, Gem County, Idaho, the said tract being all that portion of the "Idaho Northern Branch" right of way of the Union Pacific Railroad Company, successor in interest to the Oregon Short Line Railroad Company and the Idaho Northern Railway Company, Ltd., situate within the afore-described legal subdivision, and being that same tract or parcel of land heretofore acquired by the said railroad company by virtue of that certain instrument dated July 16, 1903 from the State of Idaho, said instrument having been filed for record in Canyon County, Idaho on July 21, 1903 at page 151 of Book 26 of "Deeds", the said tract being more particularly described as a strip of land, 100 feet, more or less, in width, and 5,671 feet, more or less, in length, situate between lines that are parallel to and distant 50 feet, measured at right angles, on either side of the following described center line:

Commencing at the southwest corner of the said Section 36:

Thence easterly along the southerly line of the said Section 36, a distance of 2,280 feet, more or less, to that point which is distant 361 feet westerly of the southeastern corner of the Southeast Quarter of the said Southwest Quarter (SE ¼ of SW ¼) Section 36, and the beginning point of the center line herein-described;

Thence North 8 degrees 35 minutes East, a distance of 1,747.4 feet, more or less, to a point;

Thence northerly along a curve to the right having a central angle of 14 degrees 4 minutes, a distance of 468.90 feet, more or less, to a point;

Thence North 22 degrees 39 minutes East, a distance of 1,981.70 feet, more or less, to a point;

Thence northerly along a curve to the right having a central angle of 9 degrees 49 minutes, a distance of 490.80 feet, more or less, to a point;

Thence North 32 degrees 28 minutes East, a distance of 982.20 feet, more or less, to a point in the

EXHIBIT "A"
LEGAL DESCRIPTION

198164
5-6

(Audit #5181 continued)

north line of the said Section 36 which is distant 1.114 feet, more or less, from the northeastern corner of said Section, and distant 1.541 feet easterly from the northwestern corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section, and being the ending point of the center line hereby described.

Situate in Gem County, Idaho.

EXCEPTING THEREFROM, that portion of the above-described tract of land situate in the Southwest Quarter (SW $\frac{1}{4}$) of the aforesaid Section 36.

***** END OF LEGAL DESCRIPTION *****

DATE	10/21/04
PAGES	6-6

EXHIBIT "B"

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee that no withholding is required with respect to UNION PACIFIC RAILROAD COMPANY'S interest in it, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 13-6400825; and
3. UNION PACIFIC RAILROAD COMPANY'S office address is 1416 Dodge Street, Omaha, Nebraska 68179-1100, and state of incorporation is Utah.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.



Assistant Vice President -
Contracts & Real Estate

THIS FORM FURNISHED COURTESY OF:

INSTR. NO. 210659
PAGES 1 OF 2ALLIANCE TITLE &
ESCROW CORP.READ & APPROVED BY GRANTEE(S) NE J MC

0236 OUT OF 0235, 0222

SPACE ABOVE THIS LINE FOR RECORDING DATA
Order No.: 00022559

WARRANTY DEED

FOR VALUE RECEIVED CARLOS L. POST and LAURA E. POST, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto ANDREW D. ELISON and MELODI ELISON, husband and wife

GRANTEE(S), whose current address is: 23678 FREEZEOUT RD., CALDWELL, IDAHO 83605
the following described real property in CANYON County, State of Idaho, more particularly described as follows, to wit:

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

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

Dated: March 14, 2000

Carlos L Post
CARLOS L. POSTLaura E Post
LAURA E. POSTSTATE OF IDAHO)
COUNTY OF CANYON)

On this 14th day of March, in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared CARLOS L. POST and LAURA E. POST

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Signature Christina Bellegante

Name: CHRISTINA BELLEGANTE

Residing at: ONTARIO, OR

My Commission Expires: 10/22/04

INSTRUMENT NO. 210659
PAGES 2 OF 2

That portion of the NE $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, B.M., Gem County, Idaho, described as follows:

BEGINNING at the Southeast corner of the NE $\frac{1}{4}$ of Section 36, T. 6 N., R. 3 W., B.M., Gem County, Idaho, marked by a found $\frac{5}{8}$ " iron pin; thence South $89^{\circ}46'35''$ West, 2003.71 feet, along the South line of said NE $\frac{1}{4}$, to the Southeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ marked by a found $\frac{5}{8}$ " iron pin; thence North $00^{\circ}11'04''$ West, 661.57 feet, along the East line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ to the Northeast corner thereof, marked by a found $\frac{5}{8}$ " iron pin; thence South $89^{\circ}47'30''$ West, 105.30 feet, along the North line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, to a point on the East line of the old railroad right-of-way marked by a set $\frac{1}{2}$ " iron pin with plastic cap PLS 6552; thence South $22^{\circ}33'17''$ West, 717.56 feet, along said right-of-way, to a point on the South line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ marked by a set $\frac{1}{2}$ " iron pin with plastic cap PLS 6552; thence South $89^{\circ}46'35''$ West, 108.46 feet, along said South line, to a point on the West line of said old railroad right-of-way marked by a set $\frac{1}{2}$ " iron pin with plastic cap PLS 6552; thence North $22^{\circ}33'17''$ East, 717.59 feet, along said right-of-way, to a point on the North line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ marked by a set $\frac{1}{2}$ " iron pin with plastic cap PLS 6552; thence South $89^{\circ}47'30''$ West, 104.60 feet, along said North line to a point on the centerline of Emmett Road; thence North $22^{\circ}36'31''$ East, 162.39 feet, along said centerline; thence leaving said centerline North $89^{\circ}46'35''$ East, 2263.88 feet to a point on the East line of said NE $\frac{1}{4}$ marked by a set $\frac{1}{2}$ " iron pin with plastic cap PLS 6552; thence South $00^{\circ}08'59''$ West, 811.34 feet, along said East line to the REAL POINT OF BEGINNING.

TOGETHER WITH an ingress, egress and irrigation easement over and across the South 100.00 feet SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, Township 6 North, Range 3 West, as described in Instrument No. 130158, records of Gem County, Idaho.

AND ALSO TOGETHER WITH AND RESERVING a 60.00 foot wide ingress, egress, utility and irrigation easement lying 30.00 feet on each side of and adjacent to the following described centerline:

BEGINNING at the Northeast corner of the SE $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, B.M., Gem County, Idaho, marked by a found $\frac{5}{8}$ " iron pin; thence South $89^{\circ}46'35''$ West, 1318.58 feet, along the North line of said SE $\frac{1}{4}$, to a point referred to hereafter as Point "A"; thence continuing along said North line South $89^{\circ}46'35''$ West, 1272.52 feet to a point on the centerline of Emmett Road and the terminus of said Easement.

AND ALSO TOGETHER WITH AND RESERVING a 20.00 foot wide irrigation easement lying 10.00 feet on each side of and adjacent to the following described centerline:

BEGINNING at Point "A" described above; thence North $00^{\circ}23'42''$ East, 107.02 feet to a point referred to hereafter as Point "B"; thence continuing North $22^{\circ}29'06''$ East, 920.50 feet and the terminus of this easement.

AND ALSO TOGETHER WITH AND RESERVING a 20.00 foot wide irrigation easement lying 10.00 feet on each side of and adjacent to the following described centerline:

BEGINNING at Point "B" described above; thence North $86^{\circ}52'36''$ East, 41.00 feet to the terminus of this easement.

The limits of said easements shall be extended or shortened at each beginning, terminus and all angle points, so as to make for a continuous and uniform width of access throughout.

210659

Gem County, Idaho) ss
Recorded at request of
Alliance Title & Escrow

Time 12:47 PM

Date March 21, 2000

Instr. No. 210659

Recorded as a Deed

Susan K. Howard, Clerk
Ex-officio Recorder

By: Judy L. Lipton
Deputy

Fee \$ 6.00

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**

Instrument # 212905

EMMETT GEM, IDAHO 04-04:00 No. of Pages: 7
2000-08-24
Recorded for: ALLIANCE TITLE & ESCROW
SUSAN K. HOWARD Fee: 21.00
Ex-Officio Recorder Deputy *Judy B. [Signature]*
Index fee: DEED

READ & APPROVED BY GRANTEE(S): J.T.P. T.J.P.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

FOR VALUE RECEIVED CARLOS L. POST and LAURA E. POST, husband and wife

GRANTOR(S), docs(do) hereby GRANT, BARGAIN, SELL and CONVEY unto SCOTT T. PEHRSON and TANYA J. PEHRSON, husband and wife

GRANTEE(S), whose current address is: 416 5th Street North Extension, Nampa, ID
the following described real property in GEM County, State of Idaho, more particularly
described as follows, to wit:

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

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

Dated: March 24, 2000

Carlos L. Post
CARLOS L. POST

Laura E. Post
LAURA E. POST

STATE OF IDAHO
COUNTY OF CANYON }

On this 31 day of March, in the year of 2000, before me, the undersigned, a Notary
Public in and for said State, personally appeared CARLOS L. POST and LAURA E. POST

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.

RESIDING AT BOISE, IDAHO
COMMISSION EXPIRES: 01-27-2003

Signature: *Christina Bellegante*

Name: CHRISTINA BELLEGANTE

(Type or print)
Residing at: ONTARIO, OR

My Commission Expires: 10/22/04

INSTR. NO. 212905
PAGES 2 OF 1

arb 0240

Tri County Surveying, Inc.

Job No. 00-004
January 21, 2000Legal Description
Parcel 2

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, described as follows:

Beginning at the southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, marked by a found brass capped monument;
Thence North $00^{\circ}17'15''$ West, 1323.59 feet, along the west line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the northwest corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence North $89^{\circ}44'40''$ East, 1330.79 feet, along the north line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the northeast corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence South $00^{\circ}04'18''$ East, 1322.85 feet, along the east line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southeast corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence South $89^{\circ}42'44''$ West, 1325.80 feet, along the south line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the point of Beginning.

Together with an Ingress, egress, and irrigation easement over and across the south 100.00 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, Township 6 North, Range 3 West, as described in instrument no. 130158, records of Gem County, Idaho.

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of and adjacent to the following described centerline;

Beginning at the northeast corner of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a found $\frac{5}{8}$ " iron pin;
Thence South $89^{\circ}46'35''$ West, 1318.58 feet, along the north line of said Southeast $\frac{1}{4}$, to a point referred to hereafter as Point "A";
Thence continuing along said north line South $89^{\circ}46'35''$ West, 1272.52 feet to a point on the centerline of Emmett Road and the terminus of said easement.

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of, and adjacent to, the following described centerline;

Beginning at the northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;

Doc No. 00-004
January 21, 2000

By

Beginning at the northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a found $\frac{5}{8}$ " iron pin;

Thence South $00^{\circ}08'44''$ West, 1322.12 feet, along the east line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southeast corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap
PLS 0002;

Thence South $89^{\circ}44'40''$ West, 1330.79 feet, along the south line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southwest corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap
PLS 6552;

Thence North $00^{\circ}04'16''$ West, 1322.84 feet, along the west line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the northwest corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap
PLS 6552;

Thence North $89^{\circ}46'35''$ East, 1335.78 feet, along the north line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the point of Beginning.

Together with an ingress, egress, and irrigation easement over and across the south 100.00 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, Township 6 North, Range 3 West, as described in Instrument no. 130158, records of Gem County, Idaho.

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of and adjacent to the following described centerline;

Beginning at the northeast corner of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a found $\frac{5}{8}$ " iron pin;
Thence South $89^{\circ}46'35''$ West, 1318.58 feet, along the north line of said Southeast $\frac{1}{4}$, to a point referred to hereafter as Point "A";
Thence continuing along said north line South $89^{\circ}46'35''$ West, 1272.52 feet to a point on the centerline of Emmett Road and the terminus of said easement.

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of, and adjacent to, the following described centerline;

Beginning at the northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence South $00^{\circ}04'16''$ East, 1382.85 feet, along the east line of said Northwest $\frac{1}{4}$ of the

P.O. Box 971, 703 North Washington Ave., Emmett, ID 83617

Phone: (208) 365-7470 Fax: (208) 365-2880

AKA TRACT II 02 TITLE 405-000311

And also together with a 20.00 foot wide irrigation easement lying 10.00 feet on each side of and adjacent to the following described centerline:

Beginning at Point "A" described above;
Thence North 00°23'42" East, 107.02 feet;
Thence North 86°52'36" East, 41.00 feet to the terminus of this easement.

The limits of said easements shall be extended or shortened at each beginning, terminus and all angle points, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 40.349 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.



Page 2

P.O. Box 974, 703 North Washington Ave., Emmett, ID 83817

Phone: (208) 365-7470 Fax: (208) 365-2890

06/04/02 10:58 FAX 2083653650

FIRST AMERICAN TITLE CO

018/027

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, described as follows:

Beginning at the southeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, marked by a found aluminum capped monument;

Thence South $89^{\circ}42'44''$ West, 1325.79 feet, along the south line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southwest corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;

Thence North $00^{\circ}04'16''$ West, 1322.85 feet, along the west line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the northwest corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;

Thence North $89^{\circ}44'40''$ East, 1330.79 feet, along the north line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the northeast corner thereof marked by a found $\frac{5}{8}$ " iron pin;

Thence South $00^{\circ}08'44''$ West, 1322.13 feet, along the east line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the point of Beginning.

Together with an Ingress, egress, and irrigation easement over and across the south 100.00 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, Township 6 North, Range 3 West, as described in instrument no. 130158, records of Gem County, Idaho:

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of, and adjacent to, the following described centerline;

Beginning at the northeast corner of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a found $\frac{5}{8}$ " iron pin;

Thence South $89^{\circ}46'35''$ West, 1318.58 feet, along the north line of said Southeast $\frac{1}{4}$, to a point referred to hereafter as Point "A";

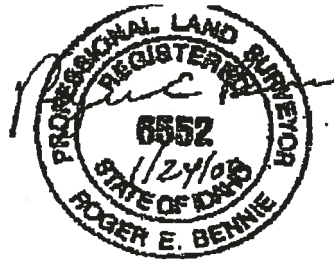
Thence continuing along said north line South $89^{\circ}46'35''$ West, 1272.52 feet to a point on the centerline of Emmett Road and the terminus of said easement.

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of, and adjacent to, the following described centerline;

Beginning at the northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;

Thence South $00^{\circ}04'16''$ East, 1382.85 feet, along the east line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the terminus of said easement.

USE.



Page 2

P.O. Box 974, 703 North Washington Ave., Emmett, ID 83617

Phone: (208) 365-7470 Fax: (208) 365-2880

06/04/02 10:59 FAX 2083653650

FIRST AMERICAN TITLE CO

018/027

Tri County Surveying, Inc.
Parcel 4 continued

INSTRU. NO. 212905
PAGES 7 OF 7

Southeast $\frac{1}{4}$, to the terminus of said easement.

And also together with a 20.00 foot wide irrigation easement lying 10.00 feet on each side of, and adjacent to, the following described centerline:

Beginning at point "A" described above;
Thence North $00^{\circ}23'42''$ East, 107.02 feet;
Thence North $86^{\circ}52'36''$ East, 41.00 feet to the terminus of this easement.

The limits of said easements shall be extended or shortened at each beginning, terminus and all angle points, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 40.478 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby and is subject to rights-of-way or easements of record or in use.



INSTRU. NO 213158
PAGES 1 OF 4

DEED OF GIFT

THIS INDENTURE, made the 8 day of Sept., 2000, between CARLOS POST and LAURA POST, husband and wife, of the County of Adams, State of Idaho, Grantors, and GARRETT P. POST, a single person, whose current address is 6000 Little Freezeout Road, Caldwell, ID 83605, as Grantee, witnesseth:

That the said Grantors, for and in consideration of the natural love and affection Grantors have for the Grantee, do by these presents, give, grant, alien and confirm unto the said Grantee, as his sole and separate property, all of the following described real estate situate in Gem County, State of Idaho, to-wit:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

Together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and the rents and profits thereof shall be applied to Grantee's sole and separate use.

To have and to hold, all and singular the premises, together with appurtenances, unto the said Grantee, his heirs and assigns forever, as the separate property of the Grantee.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand the day and year first above written.

Carlos Post
CARLOS POST

Laura Post
LAURA POST

Instrument # 213158

EMMETT GEM, IDAHO

2000-09-15

12:59:00 No. of Pages: 4

Recorded for: GARRETT POST

SUSAN K. HOWARD

Ex-Officio Recorder Deputy

Index to DEED

Fees: 12.00

Judy Brigham

INSTRU. NO. 213158
PAGES 2 OF 4

STATE OF IDAHO)

ss.

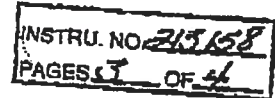
County of Washington)

On this 5th day of September, 2000, before me, the undersigned, a Notary Public for Idaho, personally appeared CARLOS POST and LAURA POST, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Janet S. Meyer
Notary Public for Idaho
Residing at Council, Idaho
My Commission Expires 9/8/00



Tri County Surveying, Inc.

Job No. 00-004
August 31, 2000Legal Description
Parcel 7A

That portion of the Northeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, described as follows:

Commencing at the northeast corner of the Northeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, marked by a found $\frac{5}{8}$ " iron pin;
Thence South $00^{\circ}08'59''$ West, 861.11 feet, along the east line of said Northeast $\frac{1}{4}$, to the southeast corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, marked by a $\frac{1}{2}$ " iron pin with plastic cap PLS 8552;
Thence South $89^{\circ}49'12''$ West, 1062.03 feet, along the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the prolongation thereof, to the True Point of Beginning;
Thence South $00^{\circ}08'59''$ West, 328.67 feet;
Thence South $89^{\circ}48'20''$ West, 764.07 feet to a point on the centerline of Emmett Road (also known as Little Freezeout Road);
Thence North $31^{\circ}45'24''$ East, 387.51 feet, along said centerline, to the prolongation of the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
Thence leaving said centerline North $89^{\circ}49'12''$ East, 560.98 feet, along said south line, to the True Point of Beginning.

Reserving unto the grantor, their heirs and assigns, a 40.00 foot wide ingress, egress and utility easement lying south of and adjacent to the following described line:

Beginning at the True Point of Beginning described above;
Thence South $89^{\circ}49'12''$ West, 560.98 feet, along the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the prolongation thereof, to a point on the centerline of Emmett Road (also known as Little Freezeout Road) and the terminus of this easement.

The limits of said easement shall be extended or shortened at the beginning and terminus, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 5.000 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.



P.O. Box 974, 703 North Washington Ave., Emmett, ID 83617

Phone: (208) 365-7470 Fax: (208) 365-2880

Exhibit A

WARRANTY DEED

For Value Received

CARLOS L. POST AND LAURA E. POST, husband and wife

docs hereby GRANT, BARGAIN, SELL AND CONVEY unto

TRAVIS ANDREWS AND KIMBERLY ANDREWS, husband and wife

whose current address is P.O. BOX 658
MIDDLETON, ID 83644

the following described premises, to-wit:

IN GEM COUNTY, IDAHO

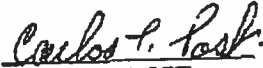
SEE ATTACHED EXHIBIT "A"

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.

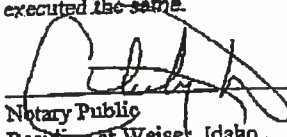
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said grantees, their heirs and assigns forever. And the said grantors do hereby covenant to and with the said grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances, excepting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

Dated: MARCH 25, 2002


CARLOS L. POST
LAURA E. POST

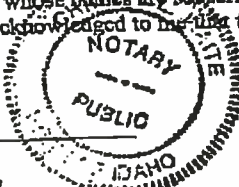
STATE OF IDAHO, COUNTY OF WASHINGTON

On this 25th day of MARCH, 2002, before me, a notary public in and for the said State, personally appeared CARLOS L. POST AND LAURA E. POST, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public

Residing at Weiser, Idaho

Commission Expires: 11/4/2003



Instrument # 221544

EMMETT, GEM, IDAHO

2002-03-27

01:21:00 No. of Pages: 4

Recorded for: WEISER VALLEY TITLE

SUSAN K. HOWARD

Ex-Office Recorder Deputy

Index to: DEED

INSTRU. NO: 221544
PAGES 1 OF 2

EXHIBIT "A"

THE NORTH 330 FEET OF THE WEST 660 FEET OF THE FOLLOWING DESCRIBED
REAL PROPERTY, TO WIT:

That portion of the South $\frac{1}{2}$ of Section 36, Township 6 North, Range 3 West, Boise
Meridian, Gem County, Idaho, described as follows:

Commencing at the northwest corner of the Southeast $\frac{1}{4}$ of Section
36, Township 6 North, Range 3 West, Boise Meridian, Gem County,
Idaho, marked by a found $\frac{5}{8}$ " iron pin;
Thence North $89^{\circ}46'35''$ East, 80.48 feet, along the north line of the
Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$, to a point on the centerline of
Emmett Road and the True Point of Beginning; Thence continuing
North $89^{\circ}46'35''$ East, 1255.30 feet, along said north line of the
Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the northeast corner thereof
marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552; Thence
South $00^{\circ}04'16''$ East, 1322.84 feet, along the east line of said
Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southeast corner thereof
marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence South $89^{\circ}44'40''$ West, 1330.79 feet, along the south line of
said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southwest corner
thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence North $00^{\circ}17'15''$ West, 605.84 feet, along the west line of said
Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to a point on the east side of the
old railroad right-of-way, said point being on the arc of a 1860.08
foot radius curve to the left, a radial bearing to said point bears North
 $74^{\circ}53'20''$ West;
Thence southwesterly along the arc of said curve and said right-of-
way, through a central angle of $06^{\circ}37'23''$ a distance of 215.01 feet;
Thence tangent to said curve South $08^{\circ}29'17''$ West, 1739.68 feet,
along said right-of-way, to a point on the south line of said Section
36;
Thence South $89^{\circ}42'33''$ West, 101.19 feet, along the south line of
said Section 36, to a point on the west line of said old railroad right-
of-way;
Thence North $08^{\circ}29'17''$ East, 1755.12 feet, along said right-of-way to the
beginning of a tangent 1960.08 foot radius curve to the right; Thence
northeasterly along the arc of said curve through a central angle of $14^{\circ}04'00''$
a distance of 481.22 feet;
Thence tangent to said curve North $22^{\circ}33'17''$ East, 33.64 feet to a
point on the west line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;

Thence North 00°17'15" West, 218.96 feet, along said west line, to a point on the centerline of Emmett Road;
Thence North 21°33'42" East, 216.24 feet, along said centerline, to the True Point of Beginning

EXCEPT that portion described as follows:

A strip of land 100 feet wide through the Southwest quarter of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, said centerline of 100 foot strip of land described as follows:

Commencing at the Southeast corner of the Southwest quarter of Section 36, Township 6 North, Range 3 West, Boise Meridian; thence South 89° 46'00" West along the Southerly boundary of said Southwest quarter a distance of 367.18 feet to said centerline, which point is the TRUE POINT OF BEGINNING; thence North 8° 34'00" East, a distance of 1752.63 feet; thence Northeasterly 352.05 feet along a curve to the right having a central angle of 11° 45'41" a radius of 1909.86 feet and a long chord which bears North 14° 26'50" East a distance of 391.36 feet to a point on the Easterly boundary of said Southwest quarter which point is the termination point for this description.

Together with any interest in an ingress, egress, and irrigation easement over and across the south 100.00 feet of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 36, Township 6 North, Range 3 West, as described in instrument no. 130158, records of Gem County, Idaho.

And also together with any interest in a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of and adjacent to the following described centerline;

Beginning at the northeast corner of the Southeast 1/4 of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a found 5/8" iron pin;
Thence South 89°46'35" West, 1318.58 feet, along the north line of said Southeast 1/4, to a point referred to hereafter as Point "A";
Thence continuing along said north line South 89°46'35" West, 1272.52 feet to a point on the centerline of Emmett Road and the terminus of said easement.

And also together with any interest in a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of and adjacent to the following described centerline.

Beginning at the northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a set 5/8" iron pin with plastic cap PLS 6552;

Thence South 00°04'16" East, 1382.85 feet, along the east line of said Northwest 1/4 of the Southeast 1/4, of the terminus of said easement. And also together with a 20.00 foot wide irrigation easement lying 10.00 feet on each side of and adjacent to the following described centerline;

Beginning at Point "A" described above;
Thence North 00°23'42" East, 107.02 feet;
Thence North 86°52'36" East, 41.00 feet to the terminus of this easement.

The limits of said easements shall be extended or shortened at each beginning, terminus and all angle points, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 45.219 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.

Together with any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

GRANT OF WATER RIGHT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, GARRETT POST, a single person, of 6000 Little Freezeout Road, Caldwell, ID 83605, hereby conveys and grants to CARLOS L. POST and LAURA E. POST, husband and wife, that portion of Grantors water right appurtenant to and beneficially used on that real property described on Exhibit A, which is attached hereto, and incorporated herein by reference, which is necessary to fulfill the obligation of CARLOS L. POST and LAURA E. POST, husband and wife, to Tucker M. Johnson, or its assigns, as set forth in that Water Right Purchase and Sale Agreement effective the 18th day of April, 2002.

Garrett Post acknowledges that, this grant may be recorded in the records of Gem County, Idaho, and that third parties, including Tucker M. Johnson, or his assigns, and the Department of Water Resources for the State of Idaho, may rely upon this Grant.

The undersigned certifies that he will execute such documents as are required to cause a transfer of water rights to occur, which will allow CARLOS L. POST and LAURA E. POST, husband and wife, to fulfill that Water Right Purchase and Sale Agreement hereinabove identified.

DATED this 7 day of Jan, 2002.


Garrett Post

STATE OF IDAHO

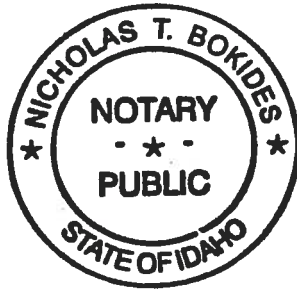
COUNTY OF

C. J. H. H. H. H. H.

SS:

On this, the 7 day of Jan., 2001, before me a Notary Public, personally appeared GARRETT POST, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



[Signature]

Notary Public of Idaho

Residing at C. J. H. H. H. H. H.

My Commission expires: April 1, 2004

T. County Surveying, Inc.

Job No. 00-004
August 31, 2000

Legal Description
Parcel 7A

That portion of the Northeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, described as follows:

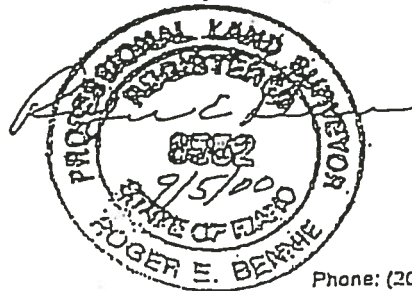
Commencing at the northeast corner of the Northeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, marked by a found $\frac{5}{8}$ " iron pin;
thence South $00^{\circ}08'59"$ West, 661.11 feet, along the east line of said Northeast $\frac{1}{4}$, to the northeast corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, marked by a $\frac{1}{2}$ " iron pin with plastic cap PLS 6552;
thence South $89^{\circ}49'12"$ West, 1062.03 feet, along the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the prolongation thereof, to the True Point of Beginning;
thence South $00^{\circ}08'59"$ West, 328.67 feet;
thence South $89^{\circ}48'20"$ West, 764.07 feet to a point on the centerline of Emmett Road (also known as Little Freezeout Road);
thence North $31^{\circ}45'24"$ East, 387.51 feet, along said centerline, to the prolongation of the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
thence leaving said centerline North $89^{\circ}49'12"$ East, 560.98 feet, along said south line, to the True Point of Beginning.

Reserving unto the grantor, their heirs and assigns, a 40.00 foot wide ingress, egress and utility easement lying south of and adjacent to the following described line:

Beginning at the True Point of Beginning described above;
thence South $89^{\circ}49'12"$ West, 560.98 feet, along the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the prolongation thereof, to a point on the centerline of Emmett Road (also known as Little Freezeout Road) and the terminus of this easement.

The limits of said easement shall be extended or shortened at the beginning and terminus, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 5.000 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.



P.O. Box 574, 703 North Washington Ave., Emmett, ID 83617

Phone: (208) 365-7470 Fax: (208) 365-2880

EXHIBIT

A

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS WATER RIGHT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into effective this 18 day of April, 2002 ("Effective Date") by and between Carlos L. and Laura E. Post, husband and wife ("Seller"), whose address is 1265 South Crane Road, Midvale, Idaho 83645 and Tucker M. Johnson, or his assigns ("Buyer"), whose address is 10464 Garverdale Court, Suite 710, Boise, Idaho 83704. In consideration of the sums to be paid by Buyer to Seller, and the mutual covenants herein contained, the parties hereby agree as follows:

RECITALS

1. Seller owns a water right to divert ground water within the Boise River Basin, which water right is represented by license number 63-9179A issued by the Idaho Department of Water Resources ("Department"). License No. 63-9179A authorizes diversion of ground water for irrigation use at a rate of 0.0162 cubic feet per second ("cfs") per irrigated acre and a total annual diversion volume of four and one half (4.5) acre-feet per acre per year.
2. Seller desires to sell that portion of Seller's water right (hereinafter the "Water Right") appurtenant to and beneficially used on the following lands owned by Seller: Thirty-four (34) acres situated in the NW1/4SE1/4 and approximately six (6) acres situated in the NE1/4NE1/4 and the NW1/4NE1/4 of Section 36, T6N R3W, Boise Meridian, Gem County, Idaho (the "Thirty-Four Acre Tract" and Six Acre Tract" respectively).
3. A portion of the Water Right appurtenant to the Six Acre Tract is held in the name of Garrett Post, and Seller intends to obtain all necessary approvals, conveyances and/or releases from Garrett Post to allow the sale and Transfer (as defined below) thereof as described herein.
4. Buyer desires to purchase the Water Right and to change the point of diversion and place of use thereof to Buyer's property and use ("Transfer").
5. Seller and Buyer acknowledge that the Transfer will require formal application to, and approval by, the Department.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions set forth below, Seller agrees to sell and Buyer agrees to purchase the Water Right.

1. Purchase Price. The purchase price for the Water Right is EIGHTY THOUSAND DOLLARS (\$80,000.00), payable as follows:
 - a. Earnest Money Deposit. Upon execution of this Agreement by Seller and Buyer, Buyer shall deposit with the Escrow Agent (defined below) the sum of Four Thousand Dollars (\$4,000.00) as earnest money ("Earnest Money"). The Earnest Money shall be applied towards the purchase price at Closing, and shall be non-refundable in the event the purchase and sale does not close, unless the reason that the purchase and sale does not close is due to the non-occurrence of a condition precedent which has not been waived by Buyer, in which case the Earnest Money, together with accrued interest thereon, shall be refunded to Buyer by the Escrow Agent.

- b. Balance of Purchase Price. Seventy-six Thousand Dollars (\$76,000.00), less any adjustment as provided in paragraph 1(c) below being the balance of the Purchase Price, shall be due and payable to Seller at Closing.
- c. Adjustment to Purchase Price. Seller and Buyer acknowledge that the Purchase Price is based upon two thousand dollars (\$2,000.00) per each irrigated acre to which the Water Right is appurtenant. If the Department, in its review of the Transfer, determines to authorize the Transfer, but determines to allow a total annual diversion of less than 180 acre-feet of ground water at Buyer's point of diversion and place of use because the Department recognizes beneficial use of the Water Right on less than, or other than, the forty acres described in Recital 2 above, and Seller thereafter is unable to substitute additional or alternate acres to make up the difference, and Buyer has waived conditions precedent herein and is otherwise prepared to close, then the Purchase Price shall be reduced by \$2,000.00 for each acre less than forty acres that the Department so recognizes as supporting the beneficial use of the Water Right.
2. Escrow Agent. The Escrow Agent shall be Weiser Valley Title, Inc., P.O. Box 591, 124-128 East Main Street, Weiser, Idaho 83672.
3. Escrow Fees and Costs. Seller and Buyer shall each be responsible for one-half of the Escrow Agent's fees and costs.
4. Pre-Closing Obligations. Seller and Buyer agree to cooperate in obtaining Department approval of the Transfer. Seller agrees to provide Buyer with any information concerning Seller's ownership and the historical beneficial use of the Water Right that Buyer may reasonably request to perform Buyer's due diligence and to respond to any Department requests for information or documentation supporting the Transfer application. Buyer will prepare, file, and prosecute the Transfer Application with the Department and use its reasonable best efforts to obtain the Transfer Approval contemplated by the parties. Promptly after the execution of this Agreement, Buyer shall file with the Department an application to transfer the Water Right.
5. Delivery into Escrow. Prior to Closing Seller and Buyer shall deliver the following to the Escrow Agent:
- a. Seller.
- i. Executed and acknowledged Water Right General Warranty Deed and Assignment conveying the Water Right to Buyer free and clear of all claims, liens and encumbrances;
 - ii. Executed and acknowledged conveyances and/or releases of that portion of the Water Right appurtenant to the Six Acre Tract, and other documentation in recordable form sufficient to confirm the release of the Water Right from any claim, lien or encumbrance affecting the Water Right;
 - iii. Executed and acknowledged Notice of Change of Ownership confirming Buyer's ownership of the Water Right and the assignment of any associated Snake River Basin Adjudication Claim ("SRBA Claim"); and
 - iv. Such other documents as Buyer may reasonably request to confirm Buyer's ownership of the Water Right and SRBA Claim as of Closing.
- b. Buyer.

- i. Written notice of the Department's Transfer Approval; and
 - ii. The balance of the Purchase Price subject to any adjustments thereto pursuant to paragraph 1(c) above.
6. Conditions Precedent. The Closing, and Buyer's obligation to purchase the Water Right are subject to the following conditions precedent:
 - a. Seller is not in default and each of Seller's representations and warranties remain true and accurate.
 - b. Issuance of the Transfer Approval authorizing diversion and use of ground water at a rate of not less than 0.648 cfs and a total annual volume of not less than 180 acre-feet, and subject only to such conditions as Buyer, in Buyer's sole discretion deems will not interfere with or impair Buyer's intended use of the Water Right ("Transfer Approval).
 - c. Demonstration by Seller of Seller's clear and marketable title to the Water Right, free of any claims, including rights of redemption.
 - d. Seller's delivery into escrow of the documents described in Paragraph 5 hereto.
7. Buyer's Termination. If the foregoing conditions precedent are neither satisfied or waived by Buyer, or in the event of any default by Seller, or the breach by Seller of any representation or warranty of Seller herein, and provided Buyer is not otherwise in default hereunder, Buyer may terminate the escrow and this Agreement by giving written notice of termination to Seller with a copy thereof to the Escrow Agent. Provided further, that if the foregoing conditions precedent have not been met by February 1, 2003, Buyer may terminate this Agreement by providing Seller notice thereof, with a copy thereof to the Escrow Agent. If Buyer gives Seller notice of termination, the Escrow Agent shall return any funds, including the Earnest Money, together with any documents delivered into escrow by Buyer, to Buyer, and shall return any documents delivered into escrow by Seller to Seller.
8. Buyer's Waiver of Transfer Approval. Seller and Buyer expressly agree that Buyer shall have the right to waive condition precedent 6(b) above and close the Water Right purchase, to the extent that the Department's Transfer Approval reduces the rate or annual volume authorized to be diverted at Buyer's point of diversion and place of use, and Buyer, in Buyer's sole discretion, deems the diversion rate and/or volume actually authorized by the Transfer Approval to be sufficient for Buyer's intended use. If Buyer so waives condition precedent 6(b), Buyer shall remain obligated to pay the Purchase Price for the Water Right, except that the Purchase Price shall remain subject to adjustment as provided in paragraph 1(c) above.
9. Closing. Closing shall occur within ten (10) days of the date of Buyer's written notice to Seller and the Escrow Agent that the Department has granted the Transfer Approval. Upon receipt by the Escrow Agent of Buyer's notice of the Transfer Approval, and of all funds and documents required by this Agreement to be delivered into escrow, the Escrow Agent shall:
 - a. Deliver the Purchase Price, less any permitted adjustments and Seller's share of the escrow fees and costs to Seller;
 - b. Record the Water Right General Warranty Deed and Assignment and any Release of Lien or other such recordable instrument in the real property records of Gem County, Idaho; and
 - c. Deliver the recorded instruments and the Notice of Change of Ownership to Buyer.

10. Representations and Warranties.

a. By Seller:

- i. The Water Right is the sole and primary water right beneficially used to irrigate the lands described in Recital 2 above, and there are no other water rights used upon or appurtenant to such lands;
- ii. Seller agrees that the lands described in Recital 2 above will no longer be irrigated following the Transfer Approval and Closing, unless Seller develops or transfers a new water right to such lands for irrigation;
- iii. There are no contracts, actions, claims or proceedings pending that affect the Water Right;
- iv. Except as otherwise set forth in Recital 2 herein, which exception shall be removed prior to Closing, Seller is the current owner of the Water Right and has not conveyed the Water Right to any other person or entity;
- v. There are no liens, encumbrances, covenants, conditions or restrictions affecting the Water Right other than those that have previously been disclosed in writing to Buyer by Seller;
- vi. Seller is not in default with respect to any of its obligations or liabilities pertaining to the Water Right;
- vii. Seller has not engaged or dealt with any broker or finder in connection with the sale of the Water Right;
- viii. Seller has the legal power, right and authority to enter into this Agreement and to perform Seller's obligations hereunder; and
- ix. The Water Right has been placed to continued beneficial use on the real property described in Recital 2 above, and Seller has no knowledge of any continuous five-year period of nonuse of the Water Right.

b. By Buyer.

- i. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder; and
- ii. Buyer has not engaged any broker or finder in connection with the purchase of the Water Right.

11. Remedies on Default. If Seller breaches this Agreement, in addition to all other remedies available to Buyer at law or in equity, Buyer shall be entitled to specific performance. If Buyer breaches this Agreement, Seller's sole remedy shall be Seller's retention of the Earnest Money and the withdrawal of the Transfer Application or Transfer Approval as the case may be.

12. General Provisions.

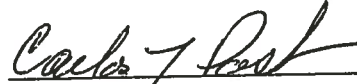
- a. This Agreement contains the entire agreement between the parties related to the purchase and sale of the Water Right, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- b. No modification, amendment discharge or change of this Agreement shall be valid unless the same is in writing and signed by both parties.
- c. If either party commences litigation for the judicial interpretation, enforcement or rescission of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

- d. Time is of the essence to this Agreement.
- e. All obligations referred to herein to be performed at a time or times after Closing, and all representations and warranties contained herein shall survive the Closing and delivery of Seller's Water Right General Warranty Deed and Assignment.
- f. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, representatives, successors and assigns.
- g. All notices to be given to the parties or the Escrow Agent shall be in writing, delivered in hand, or by U.S. Mail, postage pre-paid directed to such parties address as contained herein unless such party shall have directed in writing that notice be sent to a different address.
- h. This Agreement may be executed in counterparts.

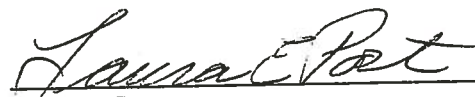
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IN WITNESS WHEREOF, this Agreement has been executed by the parties, in the State of Idaho, as of the Effective Date set forth above.

SELLER:



Carlos L. Post



Laura E. Post

BUYER



Tucker M. Johnson

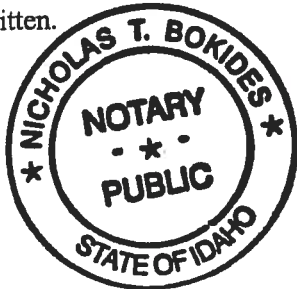


STATE OF IDAHO)

County of Washington ss.:

On this 18 day of April, 2002, before me, a Notary Public of the State of Idaho, appeared Carlos L. Post, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF I have hereunto set my hand and seal as of the date and year first above written.



A handwritten signature of Nicholas T. Bokides in dark ink.

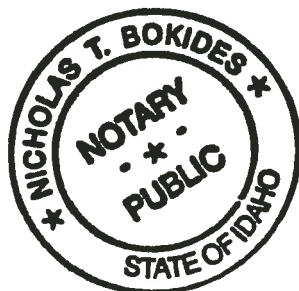
Notary Public of the State of Idaho
Residing at: Wenatchee, Idaho
My Commission Expires: April 1, 2004

STATE OF IDAHO)

County of Washington ss.:

On this 18 day of April, 2002, before me, a Notary Public of the State of Idaho, appeared Laura E. Post, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that she executed same.

IN WITNESS WHEREOF I have hereunto set my hand and seal as of the date and year first above written.



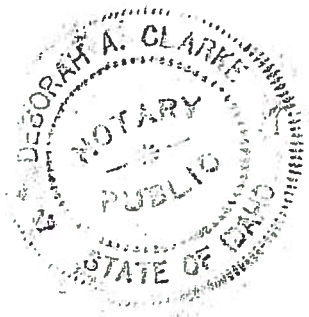
A handwritten signature of Nicholas T. Bokides in dark ink.

Notary Public of the State of Idaho
Residing at: Wenatchee, Idaho
My Commission Expires: April 1, 2004

STATE OF IDAHO)
 : ss.:
County of Ada)

On this 24th day of April, 2002, before me, a Notary Public of the State of Idaho, appeared Tucker M. Johnson, known or identified to me to be the person who executed the foregoing instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF I have hereunto set my hand and seal as of the date and year first above written.



Deborah A. Clarke
Notary Public of the State of Idaho
Residing at: BOISE
My Commission Expires: 8/6/2003

Tri County Surveying, Inc.

Job No. 00-004
January 21, 2000

Legal Description Parcel 1

That portion of the South $\frac{1}{2}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, described as follows:

Commencing at the northwest corner of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, marked by a found $\frac{5}{8}$ " iron pin;
Thence North $89^{\circ}46'35''$ East, 80.48 feet, along the north line of the Northwest $\frac{1}{4}$ of said Southeast $\frac{1}{4}$, to a point on the centerline of Emmett Road and the **True Point of Beginning**;
Thence continuing North $89^{\circ}46'35''$ East, 1255.30 feet, along said north line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the northeast corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence South $00^{\circ}04'16''$ East, 1322.84 feet, along the east line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southeast corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence South $89^{\circ}44'40''$ West, 1330.79 feet, along the south line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the southwest corner thereof marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552;
Thence North $00^{\circ}17'15''$ West, 605.84 feet, along the west line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to a point on the east side of the old railroad right-of-way, said point being on the arc of a 1860.08 foot radius curve to the left, a radial bearing to said point bears North $74^{\circ}53'20''$ West;
Thence southwesterly along the arc of said curve and said right-of-way, through a central angle of $06^{\circ}37'23''$ a distance of 215.01 feet;
Thence tangent to said curve South $08^{\circ}29'17''$ West, 1739.68 feet, along said right-of-way, to a point on the south line of said Section 36;
Thence South $89^{\circ}42'33''$ West, 101.19 feet, along the south line of said Section 36, to a point on the west line of said old railroad right-of-way;
Thence North $08^{\circ}29'17''$ East, 1755.12 feet, along said right-of-way to the beginning of a tangent 1960.08 foot radius curve to the right;
Thence northeasterly along the arc of said curve through a central angle of $14^{\circ}04'00''$ a distance of 481.22 feet;
Thence tangent to said curve North $22^{\circ}33'17''$ East, 33.64 feet to a point on the west line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;
Thence North $00^{\circ}17'15''$ West, 218.96 feet, along said west line, to a point on the centerline of Emmett Road;
Thence North $21^{\circ}33'42''$ East, 216.24 feet, along said centerline, to the **True Point of Beginning**.

Tri County Surveying, Inc.

Parcel 1 continued

Together with an ingress, egress, and irrigation easement over and across the south 100.00 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, Township 6 North, Range 3 West, as described in instrument no. 130158, records of Gem County, Idaho.

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of and adjacent to the following described centerline;

Beginning at the northeast corner of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a found $\frac{5}{8}$ " iron pin; Thence South $89^{\circ}46'35''$ West, 1318.58 feet, along the north line of said Southeast $\frac{1}{4}$, to a point referred to hereafter as Point "A"; Thence continuing along said north line South $89^{\circ}46'35''$ West, 1272.52 feet to a point on the centerline of Emmett Road and the terminus of said easement.

And also together with and reserving unto the grantor, their heirs, and assigns a 60.00 foot wide ingress, egress, utility, and irrigation easement lying 30.00 feet on each side of and adjacent to the following described centerline;

Beginning at the northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho marked by a set $\frac{5}{8}$ " iron pin with plastic cap PLS 6552; Thence South $00^{\circ}04'16''$ East, 1382.85 feet, along the east line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, to the terminus of said easement.

And also together with a 20.00 foot wide irrigation easement lying 10.00 feet on each side of and adjacent to the following described centerline:

Beginning at Point "A" described above;
Thence North $00^{\circ}23'42''$ East, 107.02 feet;
Thence North $86^{\circ}52'36''$ East, 41.00 feet to the terminus of this easement.

The limits of said easements shall be extended or shortened at each beginning, terminus and all angle points, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 45.219 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.



Tri County Surveying, Inc.

Job No. 00-004
August 31, 2000

Legal Description Parcel 7A

That portion of the Northeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, described as follows:

Commencing at the northeast corner of the Northeast $\frac{1}{4}$ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, marked by a found $\frac{5}{8}$ " iron pin;
Thence South $00^{\circ}08'59"$ West, 661.11 feet, along the east line of said Northeast $\frac{1}{4}$, to the southeast corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, marked by a $\frac{1}{2}$ " iron pin with plastic cap PLS 6552;
Thence South $89^{\circ}49'12"$ West, 1062.03 feet, along the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the prolongation thereof, to the **True Point of Beginning**;
Thence South $00^{\circ}08'59"$ West, 328.67 feet;
Thence South $89^{\circ}48'20"$ West, 764.07 feet to a point on the centerline of Emmett Road (also known as Little Freezeout Road);
Thence North $31^{\circ}45'24"$ East, 387.51 feet, along said centerline, to the prolongation of the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
Thence leaving said centerline North $89^{\circ}49'12"$ East, 560.98 feet, along said south line, to the **True Point of Beginning**.

Reserving unto the grantor, their heirs and assigns, a 40.00 foot wide ingress, egress and utility easement lying south of and adjacent to the following described line:

Beginning at the True Point of Beginning described above;
Thence South $89^{\circ}49'12"$ West, 560.98 feet, along the south line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the prolongation thereof, to a point on the centerline of Emmett Road (also known as Little Freezeout Road) and the terminus of this easement.

The limits of said easement shall be extended or shortened at the beginning and terminus, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 5.000 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.



Tri County Surveying, Inc.

Job No. 00-004
August 31, 2000

Legal Description Parcel 7B

That portion of the Northeast ¼ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, described as follows:

Commencing at the northeast corner of the Northeast ¼ of Section 36, Township 6 North, Range 3 West, Boise Meridian, Gem County, Idaho, marked by a found 5/8" iron pin;
Thence South 00°08'59" West, 661.11 feet, along the east line of said Northeast ¼, to the southeast corner of the North ½ of the Northeast ¼ of the Northeast ¼, marked by a 1/2" iron pin with plastic cap PLS 6552 and the **True Point of Beginning**;
Thence continuing South 00°08'59" West, 328.40 feet, along said east line, to a 1/2" iron pin with plastic cap PLS 6552;
Thence South 89°48'20" West, 1062.03 feet;
Thence North 00°08'59" East, 328.67 feet to a point on the south line of said North ½ of the Northeast ¼ of the Northeast ¼, referred to hereafter as Point "A";
Thence North 89°49'12" East, 1062.03 feet, along said south line, to the **True Point of Beginning**.

Together with a 40.00 foot wide ingress, egress and utility easement lying south of and adjacent to the following described line:

Beginning at Point "A" referred to above;
Thence South 89°49'12" West, 560.98 feet, along the south line of said North ½ of the Northeast ¼ of the Northeast ¼ and the prolongation thereof, to a point on the centerline of Emmett Road (also known as Little Freezeout Road) and the terminus of this easement.

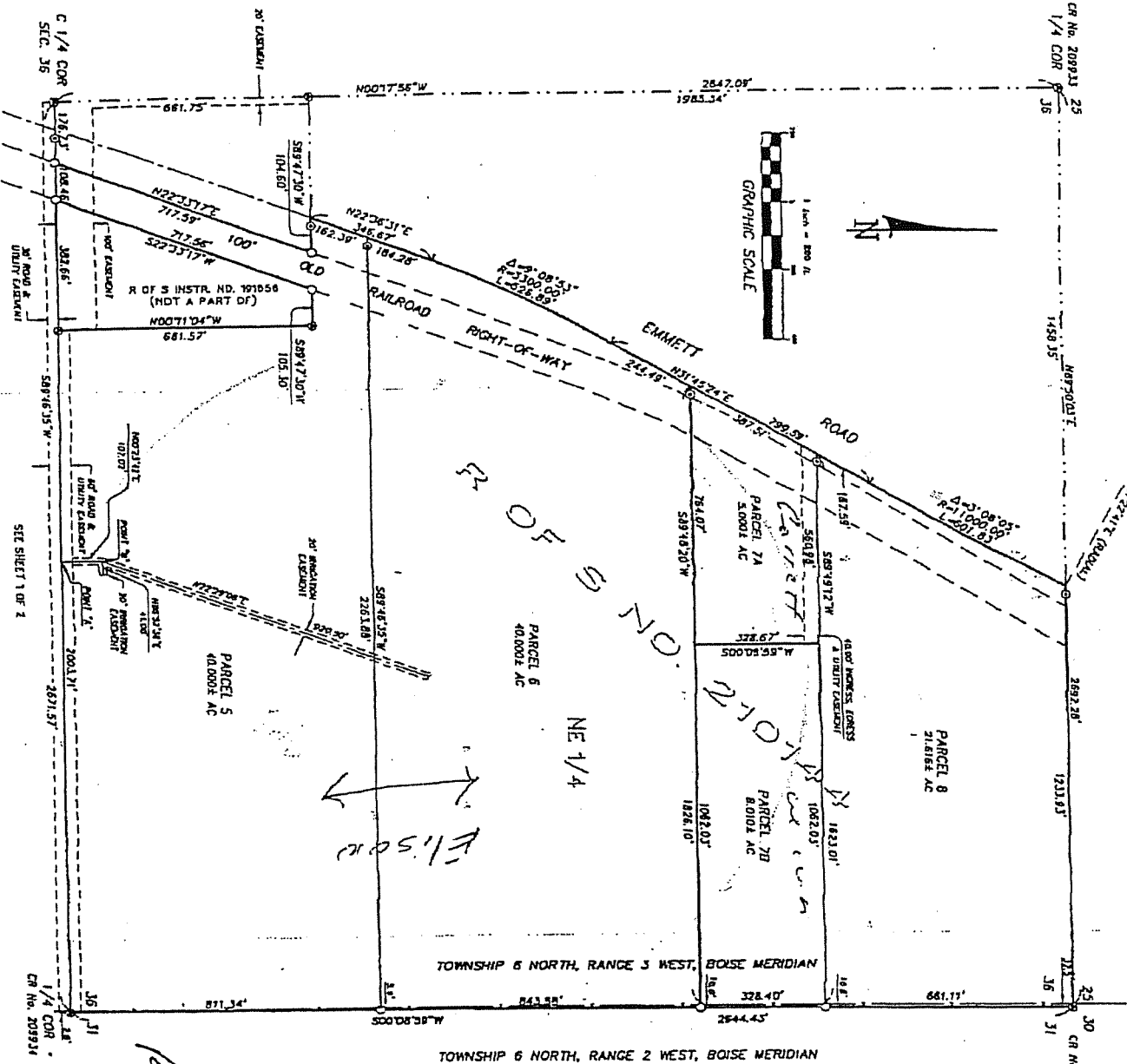
The limits of said easement shall be extended or shortened at the beginning and terminus, so as to make for a continuous and uniform width of access throughout.

Said tract of land containing therein, a calculated area of 8.010 acres, more or less, includes all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby, and is subject to rights-of-way or easements of record or in use.



MAP TO ACCOMPANY A LEGAL DESCRIPTION

OF A PORTION OF THE NORTHEAST 1/4 OF SECTION 36,
TOWNSHIP 6 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CEM COUNTY, IDAHO.



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS DRAWING IS THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CEM COUNTY, IDAHO, I.E. N00D059°E.

LEGEND:

- FOUND 5/8" IRON PIN
- SET 5/8" IRON PIN W/PLASTIC CAP PLS 6552
- SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552
- SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552 ON A 35.00' OFFSET
- X-X-X- BARRIED WIRE FENCE

NOTE:

THE COUNTY SURVEYING, INC. ASSURES NO LIABILITY FOR PRESENT OR FUTURE COUNTING OR MEASUREMENTS WITH COUNTY PLANNING AND ZONING DEPARTMENT RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS AND THE ISSUANCE THEREOF.

PREPARED FOR:

CARLOS L. & LAURA E. POST
1265 SOUTH CHANCE ROAD
MIDWAILE, ID 83645
(208) 353-4800

THE COUNTY SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS
P.O. Box 974
703 N. WASHINGTON AVE.
EMMETT, IDAHO 83617
Phone: (208) 365-7170



8" = 1 mi.
1" = 660'

T1240

T1241

25 30

36 31

HEL

HEL

23.9

F

E

C

B

A

A = 200 ac
B = 149 ac
C = 149 ac
D = 0.38 ac
E = 5.64
F = 0.57

Irrigated Area =
C + E + F = 7.62

Carl Post = 4.0 - 1
= 4.5

Garrett Post = 7.62
= 3.1

HEL

75.2

HEL

3

94

55

HEL

5

20

HEL

HEL

142.6

HEL

50

36

31

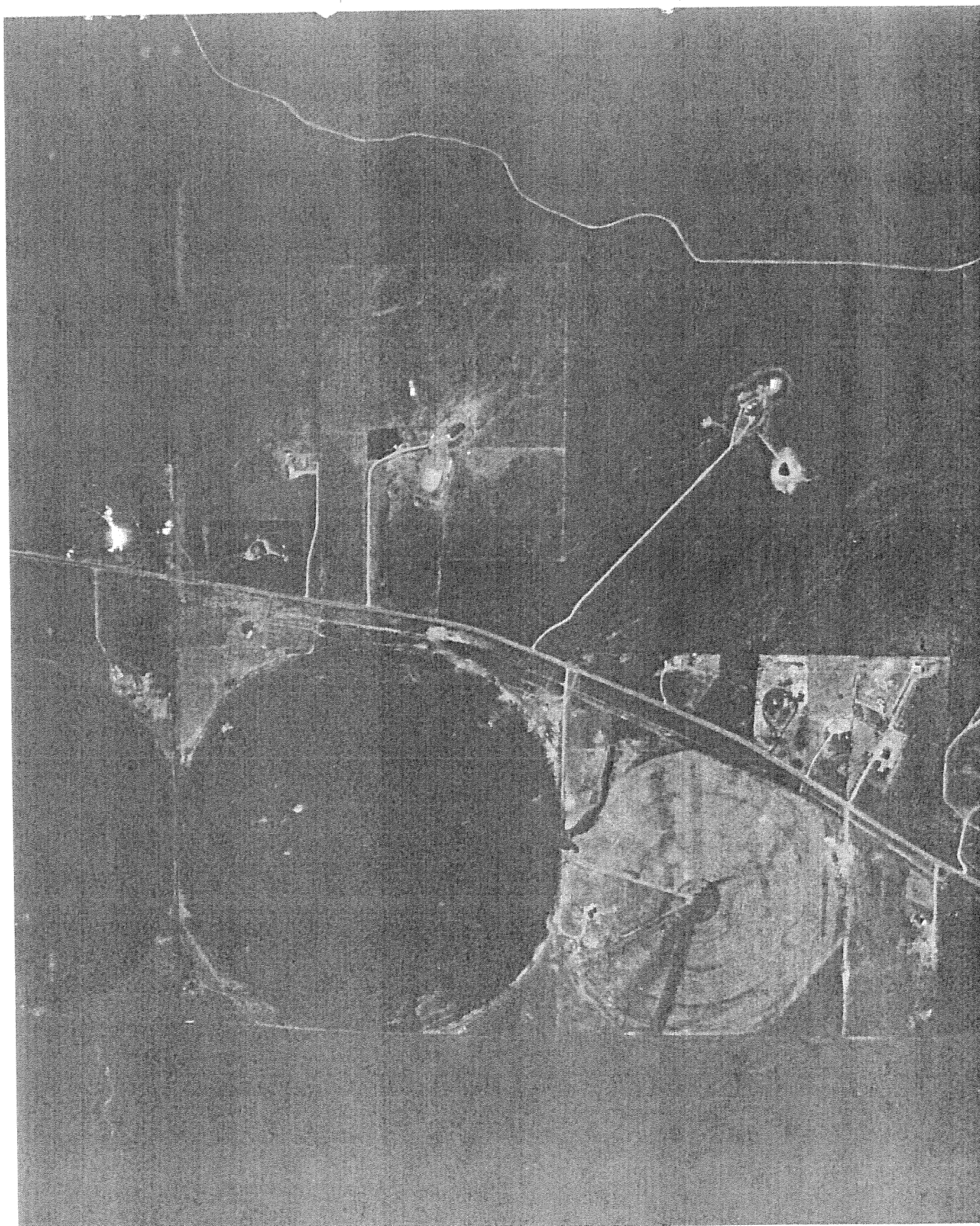
5.3

6.9

6

C25

COUNTY



SCANLAN ENGINEERING

Groundwater and Environmental Engineering

May 10, 2001

RECEIVED

MAY 13 2002

WATER RESOURCES
WESTERN REGION

Steve Lester
Water Rights Supervisor
Idaho Department of Water Resources
2735 Airport Way
Boise, ID 83705

Subject: Application for Transfer of Water Right 63-9179A (Claim 63-9179C)

Dear Steve:

On behalf of my client, Tucker M. Johnson, Scanlan Engineering is pleased to submit the enclosed application for transfer of water right 63-9179.

The transfer proposes changing the point of diversion and place of use for a 40-acre portion of water right 63-9179. Johnson has entered into a contract to purchase the 40-acre water right from Carl and Laura Post. The 40-acre water right includes 34 acres located in the NWSE of Section 36 and 6 acres located in the NENE of Section 36. Mr. Johnson proposes to utilize the water right on 40 acres within a 60-acre parcel of land located approximately 3 miles north of Eagle.

A previous transfer of a 10-acre portion of water right 63-9179 was approved in 1999 (transfer 5285). As part of that transfer, you verified irrigation of 215.4 acres, as compared to 303 licensed acres. Included in the verified acres were 13 acres in the NENE of Section 36 and 34 acres in the NWSE of Section 36. As part of my analysis in preparation of the proposed transfer, I obtained FSA aerial photography (2001 color and 1992 black and white) for these lands from Mr. and Mrs. Post. My review of the photos suggests that the irrigated area in the NENE of Section 36 might be closer to 15 acres, rather than the 13 acres previously verified. Copies of the photos are provided in the transfer application.

The land to which water right 63-9179 is appurtenant was apparently subdivided into nine parcels a couple years ago. Maps of the 9 parcels are enclosed with the transfer application. Mr. and Mrs. Post apparently own Parcel 1 (NWSE Section 36) and Parcel 7B (8 acres within NENE Section 36). Their son, Garrett Post, owns Parcel 7A (5 acres within the NENE and NWNE Section 36). Legal descriptions for these three parcels are attached to the transfer application. My calculations indicate that there are approximately 4.5 irrigated acres within Parcel 7B and 3.1 irrigated acres within Parcel 7A. We propose to transfer water rights from the entire 4.5 irrigated acres in Parcel B and from 1.5 acres of in Parcel 7A. My calculations of irrigated area in Parcels 7A and 7B are provided as an attachment to the transfer application.

Steve Lester

-2-

May 10, 2002

Mr. and Mrs. Post have indicated that their son will cooperate in the sale of a 1.5-acre portion of the water right that is appurtenant to his land (Parcel 7A). I anticipate that their attorney will provide documentation authorizing the sale of his portion of the water right. That documentation will be forwarded to your office as soon as possible, along with recent tax notices for Parcels 1, 7A, and 7B.

A check for the \$250.00 filing fee is enclosed. Please contact me if you have any questions or need additional documentation.

Sincerely,

A handwritten signature in cursive script, reading "Terry M. Scanlan".

Terry M. Scanlan, P.E., P.G.

Cc: Tucker Johnson
Mike Creamer
Nick Bokides
Carl Post

Calculation of irrigated area for Parcels 7A and 7B

1992 FSA B&W aerial photos with approximate scale of 1 inch = 660 feet.

Irrigated and non-irrigated areas were determined based on scaling dimensions of polygons (triangles and rectangles).

Area calculations are provided below

Polygon #	area formula	width - W	height - H	area (ft2)	area (acres)
A	WxH	265	328	86920	2.00
B	1/2 WxH	395	328	64780	1.49
C	1/2 WxH	395	328	64780	1.49
D	1/2 WxH	335	99	16583	0.38
E	(WxH)-polygon D	795	328	244178	5.61
F	1/2 WxH	198	231	22869	0.53
G	WxH (approx)	165	396	65340	1.50
Calculated Total Area					12.98
Actual Total Area					13.01

$$\text{Total Irrigated Area} = C+E+F = 7.62$$

$$\text{Irrigated Area Parcel 7B} = 7B \text{ Total} - A - B = 8.0 - 2.0 - 1.5 = 4.5$$

$$\text{Irrigated Area Parcel 7A} = \text{Total Irrigated} - 7B \text{ Irrigated} = 3.1$$

$$\text{Total area Parcels 7A and 7B in NENE} = 328 \text{ ft} \times 1320 \text{ ft} = 9.9$$

$$\text{Irrigated Area NENE} = \text{total area NENE} - A - B - 1/3D = 6.3$$

$$\text{Irrigated Area NWNE} = \text{total irrigated} - \text{irrigated NENE} = 1.3$$

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-09179C
Date Received: 2/14/1990
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CARLOS POST 208-482-7777
Address: 6000 LITTLE FREEZEOUT RD
CALDWELL ID 83605

2. Date of Priority: SEP 29, 1978

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	03W	36	SW	SE	NE		CANYON

5. Description of diverting works:
WELL, PUMP AND SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	4.240		
STOCKWATER	01/01	12/31	0.120		

7. Total Quantity Appropriated is:
4.240 C.F.S. (and/or) 1185.12 A.F.A.

8. Total consumptive use is 917.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, 500 BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	03W	36	NE	NE		IRR	40.0
			NW	NE		IRR	7.0
			SW	NE		IRR	26.0

10. Place of Use: Continued

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
06N	03W	36	SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	39.0
			SW	SE		IRR	35.0
			SE	SE		IRR	35.0
Section Acres							262.0
Total Acres							262.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:

OWNERSHIP CHANGED BY LH 5/21/96.

CLAIM AMENDED PER APPROVED TRANSFER 5285. 3/25/99 LH
FOR TRANSFER CONDITIONS OF APPROVAL AND REMARKS SEE COPY OF
TRANSFER IN ADJUDICATION FILE.

THIS CLAIM IS A RESULT OF A SPLIT DUE TO A CHANGE IN OWNERSHIP.

15. Basis of Claim: LICENSE

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

RECEIVED
FEB 07 2000
WATER RESOURCES
WESTERN REGION

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

1. Water Right No(s): Lic 63-9179
 Adjudication Claim No(s): A63-9179A

2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant Carlos Post
6000 Little Freezout

4. New Owner/Claimant(s) Tony and Linda Hackett
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 6025 Little Freezout
 City, State and ZIP Code Caldwell ID 83605
 New Telephone Number (208) 459 4079

5. Date you acquired the property 6-6-95

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners**. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right <u>25</u>	Number and type of stock _____
Diversion rate in CFS <u>40</u>	Number of homes you acquired <u>N/A</u> Other uses _____

7. Signature of New Owner(s) Tony Hackett
 or Claimant(s)

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

18574
FURNISHED COURTESY OF:

STEWART TITLE

READ & APPROVED BY GRANTEE(S): YH LL

PAGES 1 2

6.00

184916
95010614
Judy Buchanan
Deputy
In: Kolodziej, Clerk
Office Recorder

Order as a Deed

May 23, 1995

3:49 PM

Security Title Co.

Recorded in request of

Security Title Co.

Recorded in request of

SPACE ABOVE THIS LINE FOR RECORDING DATA

Order No.: 95010614 LM

WARRANTY DEED

FOR VALUE RECEIVED CARLOS L. POST AND LAURA E. POST, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto TONY HACKETT
AND LINDA HACKETT, husband and wife

GRANTEE(S), whose current address is: 2951 W. HIGAN, MERIDIAN, IDAHO 83642
the following described real property in GEM County, State of Idaho, more particularly
described as follows, to wit:

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

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

Dated: May 18, 1995

CARLOS L. POST

Carlos L. Post

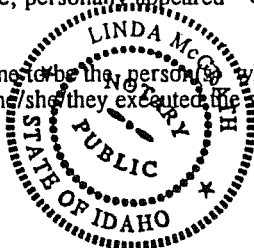
LAURA E. POST

Laura E. Post

STATE OF IDAHO)
COUNTY OF CANYON)

On this _____ day of _____, in the year of _____, before me, the undersigned, a Notary
Public in and for said State, personally appeared CARLOS L. POST AND LAURA E. POST

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.



Signature: Linda McGrath

Name: LINDA MCGRATH

(type or print)

Residing at: MERIDIAN, IDAHO

My Commission Expires: 05/28/99

EXHIBIT 'A'

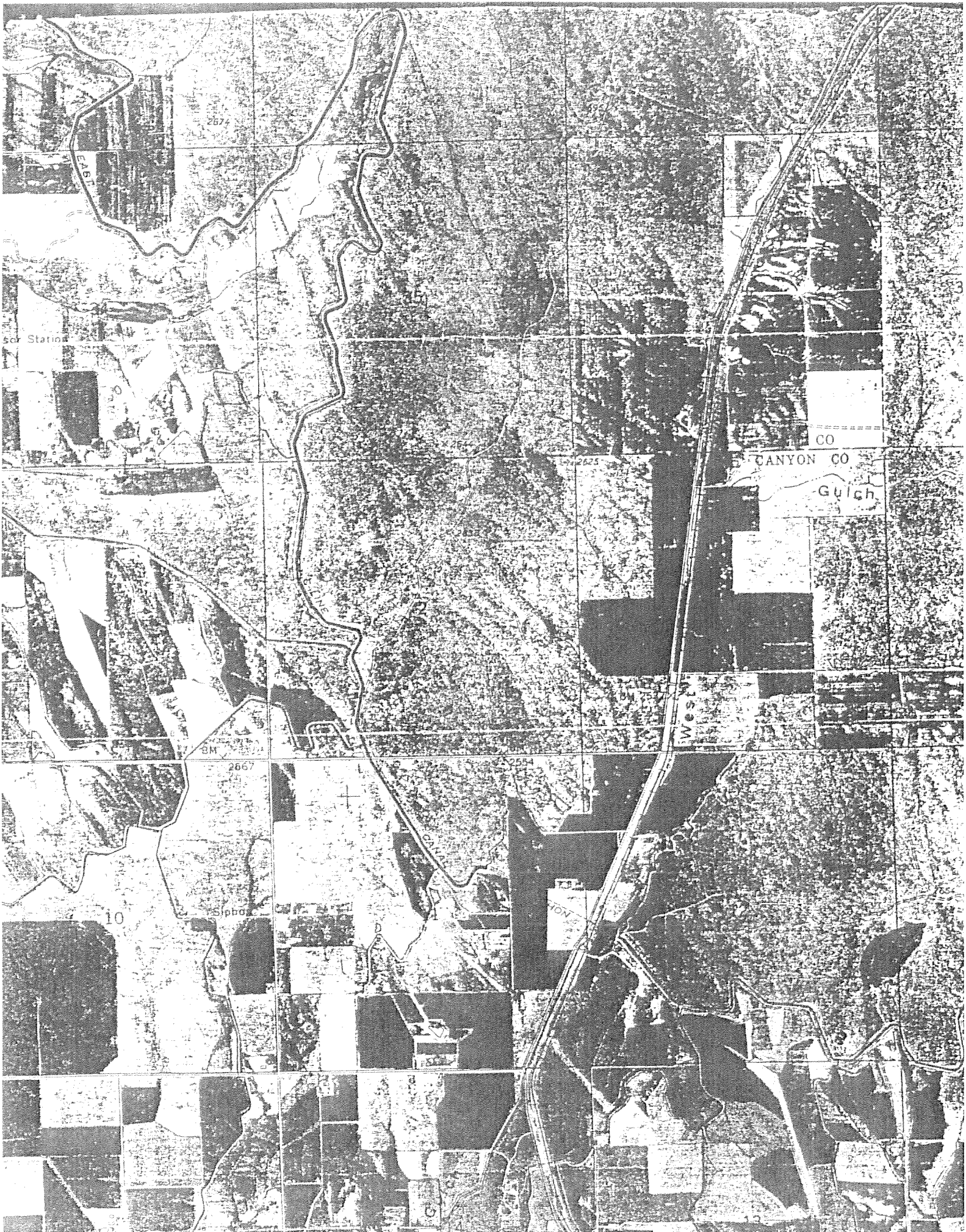
Doc#

184916

PAGES

2 of 2

That part of the N 1/2 of the NE 1/4 of Section 36, Township 6 North, Range 3 West, B.M., Gem County, Idaho, lying West of Little Freeze Out Road.



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-09179A
Date Received: 2/14/1990
Receipt No: C014697
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CARLOS POST 208-482-7777
Address: 27346 MIDDLE RD
WILDER ID 83676

2. Date of Priority: SEP 29, 1978

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	03W	36	SW	SE	NE		CANYON

5. Description of diverting works:
WELL, PUMP AND SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S. (or)	A.F.A.
IRRIGATION	03/15	11/15	4.800	40.0K
STOCKWATER	01/01	12/31	0.120	

7. Total Quantity Appropriated is:

HACKETT 4.40 4.800 C.F.S. (and/or)

8. Total consumptive use is

9. Non-irrigation uses:

STOCKWATER, 500 BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	03W	36	NE	NE		IRR	40.0
			NW	NE		IRR	32.0
			SW	NE		IRR	25.0

MICROFILMED

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	03W	36	SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	39.0
			SW	SE		IRR	35.0
			SE	SE		IRR	35.0

Section Acres 287.0

Total Acres 287.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:

OWNERSHIP CHANGED BY LH 5/21/96.
CLAIM AMENDED PER APPROVED TRANSFER 5285. 3/25/99 LH
FOR TRANSFER CONDITIONS OF APPROVAL AND REMARKS SEE COPY OF
TRANSFER IN ADJUDICATION FILE.

15. Basis of Claim: LICENSE

Split

Alb3-09179 A

Alb3-09179 C

Carlos Post

4.24 total cfs

POD = same

POU = 6N3W S-36

* only change: NWNE

7 ac.

all other $\frac{1}{4}$ $\frac{1}{4}$ same.

AFA = 1185.12

Cons. Use 917.

Alb3-09179 D

Jony Hackett

.40 cfs

POD = same

POU = 6N 3W S-36

NWNE

25 ac

AFA = 113.08

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-09179A
Date Received: 2/14/1990
Receipt No: C014697
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: CARLOS POST 208-482-7777
Address: 6000 LITTLE FREEZEOUT RD
CALDWELL ID 83605

2. Date of Priority: SEP 29, 1978

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06N	03W	36	SW	SE	NE		CANYON

5. Description of diverting works:
WELL, PUMP AND SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	4.640		
STOCKWATER	01/01	12/31	0.120		

7. Total Quantity Appropriated is:
4.640 C.F.S. (and/or) 1298.20 A.F.A.

8. Total consumptive use is 1004.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, 500 BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
06N	03W	36	NE	NE		IRR	40.0
			NW	NE		IRR	32.0
			SW	NE		IRR	26.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	03W	36	SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	39.0
			SW	SE		IRR	35.0
			SE	SE		IRR	35.0

Section Acres 287.0

Total Acres 287.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:

OWNERSHIP CHANGED BY LH 5/21/96.

CLAIM AMENDED PER APPROVED TRANSFER 5285. 3/25/99 LH

FOR TRANSFER CONDITIONS OF APPROVAL AND REMARKS SEE COPY OF
TRANSFER IN ADJUDICATION FILE.

15. Basis of Claim: LICENSE

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

RIGHT NUMBER: 63-31761

NAME AND ADDRESS: ROCKE ACREE
6211 PEPPERPORT LN
FLOWER MOUND TX 75022

SUSAN ACREE
6211 PEPPERPORT LN
FLOWER MOUND TX 75022

SHIRLEY ADAMS SHARP
10686 W PATTIE
BOISE ID 83714

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.050 CFS
13.500 AFY

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 09/29/1978

POINT OF DIVERSION:

T05N R01W S21 SWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.050 CFS 13.50 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: IRRIGATION in ADA County

T05N R01W S21 SWNE 3.00

3 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

The right holder shall accomplish the change authorized by Transfer 70783 within one (1) year of the date of the approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

PROPERTY IS ALSO KNOWN AS LOT 15, BLK 1, HIGHPLAINS ESTATES SUBDIVISION.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31494.

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

)
)
)
)
)

Water Rights: 63-31761

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following administrative proceeding:

☐

Address change

XX

Substitution of Party

☐

IC § 42-222 transfer

☐

Point of diversion

☐

Place of use

☐

Period of use

☐

Nature of use

☐

Split of water right

☐

Change in ownership

☐

Other

☐

IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: April 4, 2008



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 4, 2008, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	☐	overnight mail
Snake River Basin Adjudication	☒	regular mail
P.O. Box 2707	☐	hand-delivered
Twin Falls, ID 83303-2707	☐	facsimile

2. Copies to:

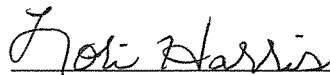
Clive Strong	☐	overnight mail
Office of the Attorney General	☒	regular mail
P.O. Box 44449	☐	hand-delivered
Boise, ID 83711-4449	☐	facsimile

United States Dept of Justice	☐	overnight mail
Environment & Natural Resource Div	☒	regular mail
550 West Fort Street MSC 033	☐	hand-delivered
Boise ID 83724	☐	facsimile

3. Copies to all parties to the subcase:

Rocke Acree	☐	overnight mail
Susan Acree	☒	regular mail
6211 Pepperport Ln	☐	hand-delivered
Flower Mound TX 75022	☐	facsimile

☐	overnight mail
☐	regular mail
☐	hand-delivered
☐	facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

April 4, 2008

ROCKE ACREE
SUSAN ACREE
6211 PEPPERPORT LN
FLOWER MOUND TX 75022

Re: Water Right No. 63-31761

Dear Mr. & Mrs. Acree:

Enclosed is a copy of the above referenced water right, which reflects the change in ownership of the land and appurtenant water rights, covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water right, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:1
Enclosures

RECEIVED

APR 03 2008

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

WATER RESOURCES
WESTERN REGION

RECEIVED

MAR 27 2008

DEPARTMENT OF
WATER RESOURCES

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
63-31761					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *not decreed yet*
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **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)

Shirley Adams Sharp
10686 W Pattie
Boise ID 83714

4. New Owner/Claimant(s)

Rocke and Susan Acree

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

6211 Pepperport Ln

City, State and ZIP Code

Flower mound, TX 75022

New Telephone Number

(214) 883 7989 Email: susanacree@yahoo.com

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APR 02 2008

5. Date you acquired the property

11-28-06

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 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)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s)

Ruby Acree
Susan Acree

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:Received by [Signature]Date 4-3-08Receipt Amt. N/AReceived by [Signature]Date 4-4-08

Receipt No. _____

Processed by [Signature] AJDate 4-4-08

WR _____ Date _____

SCANNED

APR 02 2008

After recording please return to:

SUNTRUST MORTGAGE, INC.
[Company Name]

RVW 5093
[Name of Natural Person]

1001 SEMMES AVENUE
[Street Address]

RICHMOND, VIRGINIA 23224
[City, State Zip Code]

[Space Above This Line For Recording Data]

Loan No.: 0145748182

DEED OF TRUST

MIN: 100010401457481824

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **November 28, 2006**, together with all Riders to this document.

(B) "Borrower" is **ROCKE ACREE, SUSAN ACREE, HUSBAND AND WIFE**. Borrower is the trustor under this Security Instrument.

(C) "Lender" is **SUNTRUST MORTGAGE, INC.**. Lender is a **corporation** organized and existing under the laws of **THE COMMONWEALTH OF VIRGINIA**. Lender's address is **901 SEMMES AVENUE, RICHMOND, VA 23224**.

(D) "Trustee" is **FIRST AMERICAN TITLE COMPANY OF IDAHO**.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **November 28, 2006**. The Note states that Borrower owes Lender **One Hundred Thirty Four Thousand Two Hundred Fifty and 00/100ths Dollars (U.S. \$134,250.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2009**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."



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APR 02 2008

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☒ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Revocable Trust Rider | |
| ☐ Other(s) [specify] | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



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APR 02 2008

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of ADA:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE ATTACHED SCHEDULE A

which currently has the address of LOT 15 N GRAND RIDGE LANE

EAGLE, Idaho 83616 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

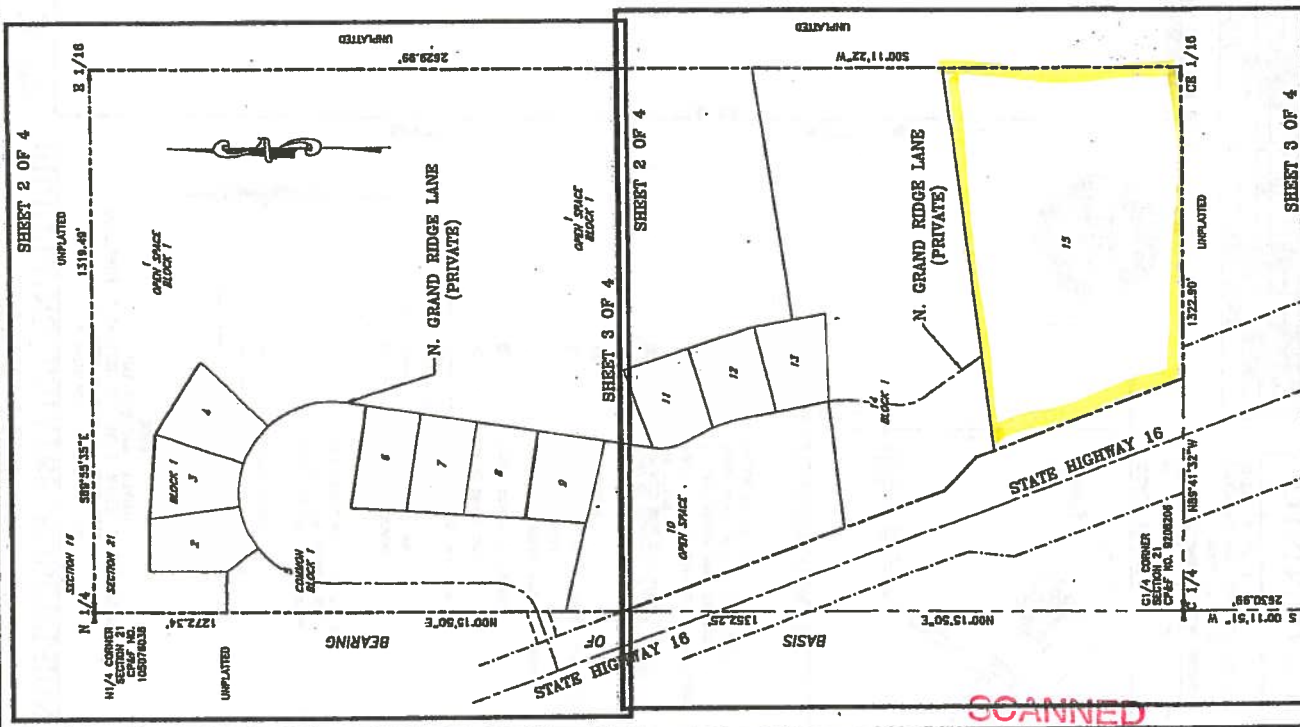


SCANNED

APR 0 2 2008

FINAL PLAT OF HIGHPLAINS ESTATES SUBDIVISION

A PORTION OF THE W1/2
OF THE NE1/4 OF SECTION 21
TOWNSHIP 5 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2006



LEGEND
--- BOUNDARY LINE
--- ROADWAY CENTER LINE
--- EASEMENT LINE
--- PUBLIC UTILITY, PRIVATE DRAINAGE,
PRIVATE WATER, PRIVATE SEWER
AND PRIVATE ROAD EASEMENT LINE
--- TE LINE
--- EXISTING EASEMENT
--- INTERIOR LOT LINE
--- SECTION LINE
--- ROAD RIGHT-OF-WAY LINE
--- FOUND BRASS CAP
--- FOUND CONCRETE MONUMENT
--- FOUND 5/8" REBAR W/TYPE AS SHOWN
--- CALCULATED POINT
--- SET 5/8" 30" REBAR MARKED KNS 11120
--- LOT NUMBER
--- EASEMENT DIMENSION
--- POINT OF BEGINNING (END 1/2" REBAR)
--- REPLACED WITH 5/8" REBAR MARKED
KNS 11120
--- PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION
--- MIDLAND-URBAN FIRE INTERFACE
--- IDAHO TRANSPORTATION DEPARTMENT
--- YELLOW PLASTIC CAP

CERTIFICATE OF OWNERS

Lots 1-13, Block 1 are eligible to receive water service from a community water system, Highplains Estates Subdivision. Public utilities are not required to be installed in writing to serve the lots. Lots 14 and 15, Block 1 will not be serviced by any water system common to one or more of the lots, but will be served by individual lots, in which case, I have set my hand this 8th day of September, year of 2006.

Highplains Estates, LLC

Shirley A. Adams - Sharp
Shirley A. Adams - Sharp Member

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO) s.s.
COUNTY OF ADA)

On this 8th day of September, in the year of 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Shirley A. Adams - Sharp, known to me to be a member of Highplains Estates, LLC, the Limited Liability Company which is the entity that executed the foregoing instrument, and acknowledged to me that she executed the foregoing instrument as a member of said Limited Liability Company and said Limited Liability Company executed the same.



PINNACLE
Engineers, Inc.
12553 N. Cassette Dr., Suite 2, Boise, Idaho 83713
(208) 887-7760

DRAWING NO. C026128_FP.DWG
SHEET 1 OF 4

REFERENCE MATERIAL:

5/8" from road w/cap marked KNS 11120 meeting the North 1/4 corner of Section 21 and a brass cap monument located at the 1/4 corner of said Section 21, Township 5 North, Range 1 West, Boise Meridian, Idaho. Survey No. 0711597 West per Record of Survey No. 101129889 dated November 20, 2001 as recorded at Ada County, Idaho.

RECORD OF SURVEY INST. NO. 101129889
RECORD OF SURVEY INST. NO. 100078774
RECORD OF SURVEY INST. NO. 0711597
INST. NO. 101129887



SCALE 1" = 200'

APR 02 2008

EX 93 89 LINE

FINAL PLAT OF HIGHPLAINS ESTATES SUBDIVISION

A PORTION OF THE N1/2
OF THE NE1/4 OF SECTION 21
TOWNSHIP 5 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2005

LEGEND

BOUNDARY LINE
ROADWAY CENTER LINE
EASEMENT LINE

PUBLIC UTILITY, PRIVATE DRAINAGE,
PRIVATE WATER, PRIVATE SEWER
AND PRIVATE ROAD EASEMENT LINE

TE LINE

EXISTING EASEMENT

INTERIOR LOT LINE

SECTION LINE

ROAD RIGHT-OF-WAY LINE

FOUND BRASS CAP

FOUND CONCRETE MONUMENT

FOUND 5/8" REBAR W/ YPC AS SHOWN

CALCULATED POINT

SET 5/8"x30" REBAR MARKED KNS 11120

LOT NUMBER

EASEMENT DIMENSION

POINT OF BEGINNING (P.B.) (1/2" REBAR)

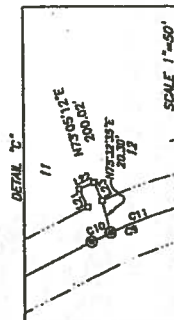
POINT OF BEGINNING (P.B.) (1/2" REBAR)

PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION

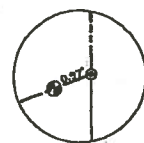
WILDLAND-URBAN FIRE INTERFACE

IDAHO TRANSPORTATION DEPARTMENT

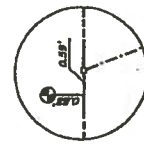
YPC



SCALE 1"=50'



SCALE 1"=50'



SCALE 1"=50'



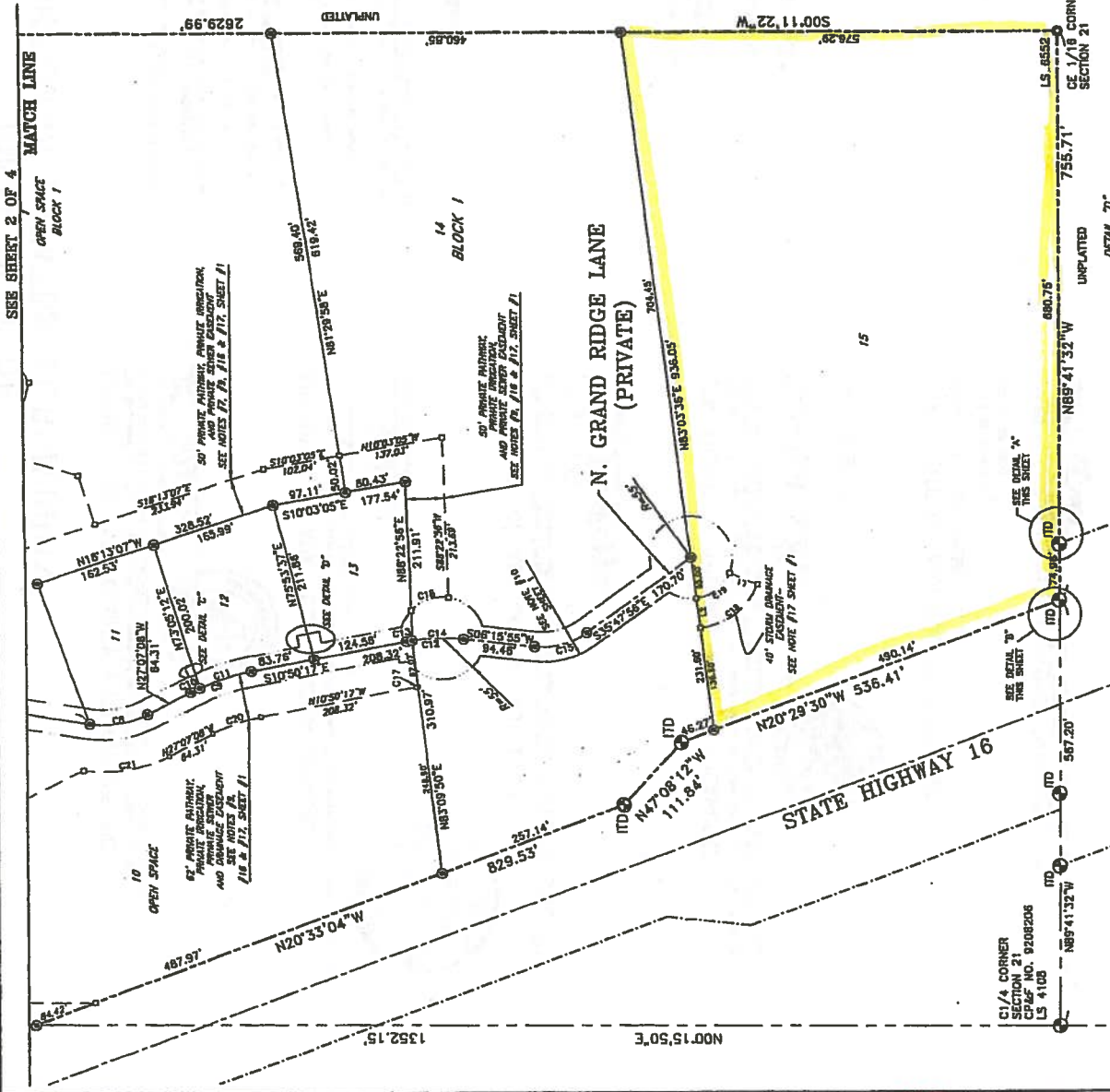
SCALE 1"=50'

PINNACLE
Engineers, Inc.
12532 W. Emerald Dr., Suite B, Boise, Idaho 83713
(208) 857-7160



SCALE 1" = 100'

DRAWING NO. C026129_FP.DWG
SHEET 3 OF 4



SCALE 1"=50'

CHUNK	LENGTH	BEARING	CHORD	AREA	PERCENT	CHORD	AREA
C1	78.34	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C2	89.87	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C3	12.77	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C4	24.61	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C5	46.93	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C6	67.20	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C7	87.47	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C8	107.74	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C9	128.01	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C10	148.28	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C11	168.55	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C12	188.82	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C13	209.09	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C14	229.36	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C15	249.63	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C16	269.90	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C17	290.17	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C18	310.44	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C19	330.71	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C20	350.98	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C21	371.25	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C22	391.52	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C23	411.79	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C24	432.06	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C25	452.33	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C26	472.60	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C27	492.87	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C28	513.14	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C29	533.41	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C30	553.68	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C31	573.95	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C32	594.22	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C33	614.49	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C34	634.76	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C35	655.03	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C36	675.30	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C37	695.57	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C38	715.84	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C39	736.11	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C40	756.38	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C41	776.65	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C42	796.92	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C43	817.19	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C44	837.46	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C45	857.73	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C46	878.00	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C47	898.27	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C48	918.54	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C49	938.81	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C50	959.08	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C51	979.35	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C52	999.62	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C53	1019.89	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C54	1040.16	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C55	1060.43	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C56	1080.70	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C57	1100.97	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C58	1121.24	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C59	1141.51	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C60	1161.78	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C61	1182.05	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C62	1202.32	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C63	1222.59	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C64	1242.86	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C65	1263.13	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C66	1283.40	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C67	1303.67	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C68	1323.94	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C69	1344.21	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C70	1364.48	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C71	1384.75	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C72	1405.02	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C73	1425.29	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C74	1445.56	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C75	1465.83	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C76	1486.10	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C77	1506.37	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C78	1526.64	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C79	1546.91	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C80	1567.18	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C81	1587.45	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C82	1607.72	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C83	1627.99	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C84	1648.26	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C85	1668.53	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C86	1688.80	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C87	1709.07	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C88	1729.34	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C89	1749.61	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C90	1769.88	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C91	1790.15	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C92	1810.42	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C93	1830.69	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C94	1850.96	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C95	1871.23	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C96	1891.50	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C97	1911.77	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C98	1932.04	S75°05'12"E	200.02	1.30	1.30	112.24	2.59
C99	1952.31	N75°05'12"E	200.02	1.30	1.30	112.24	2.59
C100	1972.58	S75°05'12"E	200.02	1.30	1.30	112.24	2.59

SCANNED

APR 02 2008

PR 93 PG 1111A

Know all man by these presents, that High Plains Estates LLC, a Limited Liability Company known all man by these presents, that High Plains Estates LLC, a Limited Liability Company is the owner of the real property hereafter described:

A parcel of land lying that portion East of the East right-of-way of State Highway 16 located in the W1/2 of the NE1/4 of Section 21, Township 5 North, Range 1 West, Basin Meridian, Ada County, Idaho and more particularly described as follows:

BEARING at a 5/8 inch rubber molding the NW corner of said V/2, thence along the North line of said V/2, S89°56'35"E a distance of 1318.48 feet to the NE corner of said V/2, thence along the NE corner of said V/2, S89°56'35"E a distance of 1318.48 feet to the NE corner of said V/2, thence along the NE corner of said V/2, S00°17'22"W a distance of 2029.89 feet to a 5/8 inch rubber molding the SE corner of said V/2.

thence along the South line of said V/2, N89°51'37"W a distance of 753.71 feet to a 5/8 inch rubber

These bearing used Egan's and along the SW corner of lot W/2, bears N89°14'N, 124°E a distance of 755.1 ft; to a 5/8 inch round iron which a brass cap monument marking the SE corner of lot W/2, bears N89°14'N, 124°E a distance of 560.20 feet; Thence leaving said South line and along the westerly right-of-way of State Highway 16 N80°59'30"E a distance of 535.41 feet to a brass cap monument; Thence leaving said monument, bears S89°08'12"W a distance of 111.84 feet to a concrete monument; Thence leaving said monument, bears S89°08'12"W a distance of 111.84 feet to a concrete monument.

Word Book of rods W/2,

Said parcel contains 71.05 acres more or less and is subject to all existing easements and rights-of-ways of record or implied.

That it is the intention of the undersigned to end the tenancy includes said land in this plot. The easements indicated on said plot are not dedicated to the public but the right to use said easements and public road are perpetually reserved for public utilities, and for such other uses as designated hereon and no structure other than for such purposes are to be erected within the limits of said easements.

In witness whereof, I have set my hand this 20 day of July, year of 2005
High Plains Estates, LLC

Winifred Adams-Sharp Member

STATE OF IDAHO) 5.5.
JAN 27 1991)

On the day of the sale, in the year 2005, before me, the undersigned a Notary Public in and for the State of Idaho, personally appeared Shirley A. Adams-Simp, known or identified to me to be a member of Haploids Estates, LLC, the United Lashby Company, that executed the foregoing instrument and acknowledged to me that she executed such instrument for and on behalf of said United Lashby Company and said United Lashby Company executed the same.



77 Wheeler St. New Haven
 Notary Public (exp. date)
 Residing at: 444-00
 My Commission Expires on 8/31/10

I, Kevin N. Sorensen, do hereby state that I am a Registered Professional Land Surveyor, licensed by the State of Idaho, and that this plot as described in the CERTIFICATE OF OWNERS was drawn from an actual survey made on the ground by me or under my supervision.

Kevin N. Sorenson



P.L.S. 11120

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been solicited according to the latter to be read on file with the County Recorder or his agent listing the conditions of approval.

Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Michelle
District Health Department, EHS



Date: 08-17-05

The foregoing plot was accepted and approved by the Board of Ada County Highway District Commissioners on the 6th day of October year of 2002.

APPA / COUNTY / HIGHWAY DISTRICT

Pharmas



The foregoing put was accepted and approved by the Board of Commissioners of Ada County, Idaho, this 19 day of May, year of 1905.

John D. Payne
Board Chairman



I, the undersigned, County Surveyor for Ada County, Idaho, do hereby certify that I have checked this plot and that it complies with the State of Idaho Code relating to Plots and Surveys.

John E. Frutkin 9/9/05
Ada County Surveyor 228.8.3430

This is to certify that the undersigned, per the requirements of Iocho Code 50-1309, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this plot have been paid in full. This certification is valid for the next thirty (30) days only.

Yours faithfully,
Add County Treasurer



Date: 7-13-05

INSTRUMENT NO. 1513333

STATE OF IDAHO) S.S.
COUNTY OF ADA)

I hereby certify that this plot was filed at the request of Highphone Estates, LLC
of 685 minutes past 11 o'clock A.m. this 19 day of AUG.
AD. 2015 in my office and was duly recorded in Book 93 of Folio at Pages
11111 fol. 111A.

Deputy
Fee: \$21.00

T. Maria Martinez
Ex-officio Recorder

DRAWING NO. C026129_FP.DWG
SHEET 4 OF 4

PINNACLE
Engineers, Inc.
12252 W. Cimarron Dr., Suite B, Olathe, Kansas 65171
(201) 857-7760

08/18/2006

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

RIGHT NUMBER: 63-31761

NAME AND ADDRESS: SHIRLEY ADAMS SHARP
10686 W PATTIE
BOISE ID 83714

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.050 CFS
13.500 AFY

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 09/29/1978

POINT OF DIVERSION:

T05N R01W S21 SWNE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.050 CFS 13.50 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: IRRIGATION Within ADA County

T05N R01W S21 SWNE 3.00

3 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

The right holder shall accomplish the change authorized by Transfer 70783 within one (1) year of the date of the approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

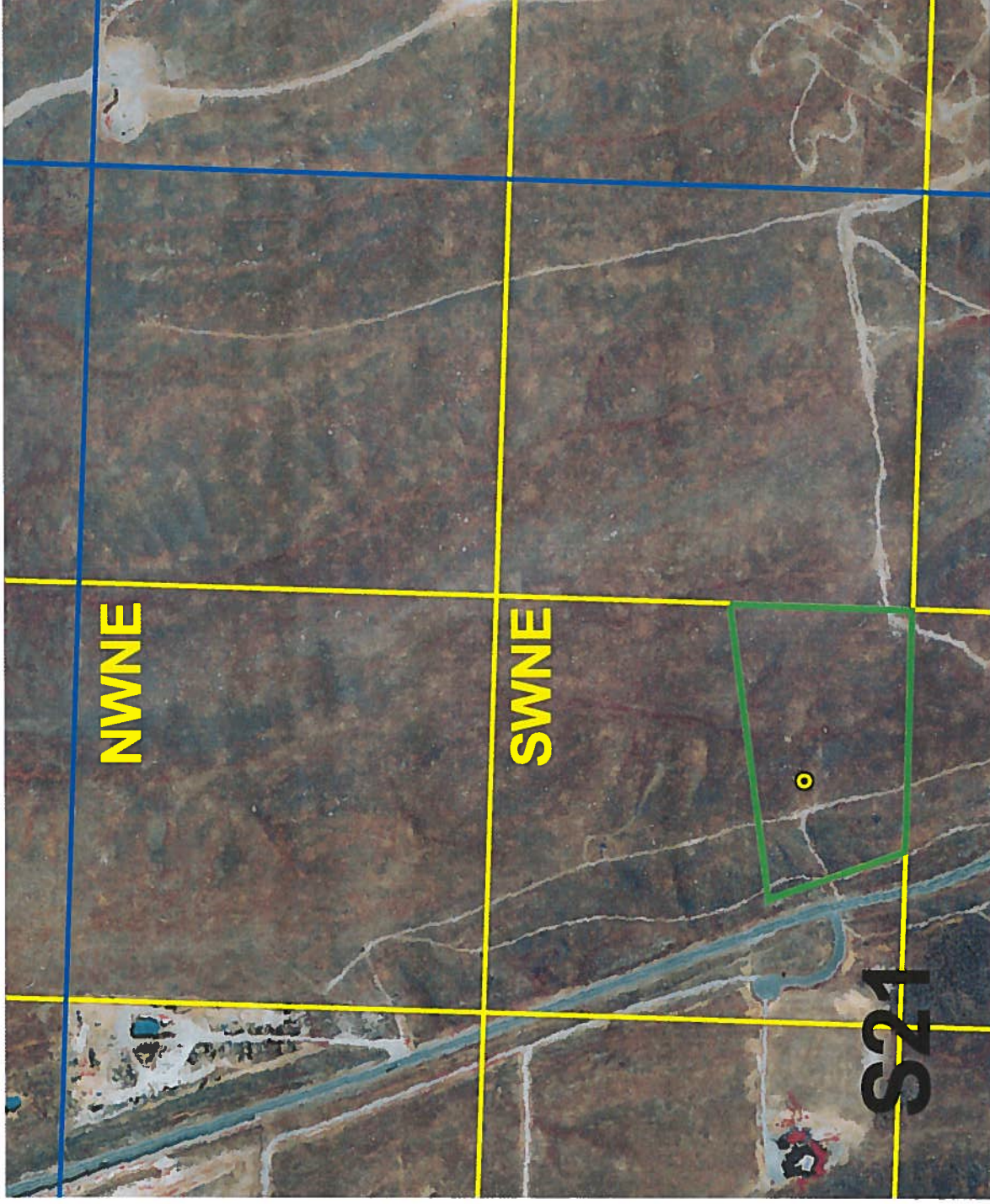
PROPERTY IS ALSO KNOWN AS LOT 15, BLK 1, HIGHPLAINS ESTATES SUBDIVISION.

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31494.

Idaho Department of Water Resources

**T05N, R01W,
S21**

Claim No: 63-31761
Prepared By: Kimberly Brown
Date: August 18, 2006



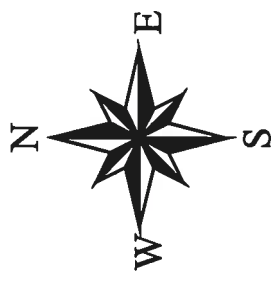
 Place of Use

 Section Lines

 1/4 1/4

 Point of Diversion

Acres Irrigated = 3



2000 NAPP

Transfer No. 70783

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31761 ✓

WATER RIGHT NUMBER: 63-31761 ✓

Owner TypeName and Address

Current Owner

SHIRLEY ADAMS SHARP ✓
10686 W PATTIE
BOISE, ID 83714
(208)378-4623

Original Owner

CARLES MONTE POST
6000 LITTLE FREEZEOUT RD
CALDWELL, ID 83607
(208)453-8886

Priority Date: 09/29/1978 ✓

Basis: License ✓

Status: Active

Property Address:
N. Grand Ridge Lane
Eagle 83616SourceTributary

GROUND WATER ✓

Beneficial Use

IRRIGATION ✓

From To

03/15 to 11/15 ✓

Diversion Rate

0.050 CFS ✓

Annual Volume

13.50 AF ✓

Total Diversion:

0.050 CFS ✓

13.50 AF ✓

Location of Point(s) of Diversion

GROUND WATER

ADA County ✓

SW1/4NE1/4 ✓

Sec. 21, Twp 05N, Rge 01W, B.M. ✓

Place of Use

IRRIGATION ✓

Twp	Rge	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
05N	01W	21			3.0														3.0

Total Acres: 3 ✓

Conditions of Approval:

1. P21 THIS RIGHT IS A SPLIT FROM FORMER RIGHT 63-31494.
2. R65 ✓ This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
3. T08 ✓ Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
4. 01M ✓ After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.

Parcel No: R 361 684 0050.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31761

5. T07 ✓ The right holder shall accomplish the change authorized by Transfer 70783 within one (1) year of the date of this approval.
6. J01 ✓ PROPERTY IS ALSO KNOWN AS LOT 15, BLK 1, HIGHPLAINS ESTATES SUBDIVISION.
7. S39 ✓ THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 ~~AND MAY CONTINUE TO AS LATE AS NOVEMBER 15~~, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 ~~AND AFTER~~ ~~NOVEMBER 15~~ UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY ~~OR LATE~~ IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Remarks:

Comments:

1. psdaggs 2/17/2004 7:49:58 AM Transferred Right
Comment: This is now an approved transfer, transfer number = 70783

Water Supply Bank:



Ada County Assessor Land Records/GIS

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2006 Property Details for Parcel R3616840150

2006 ▼

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Details [Valuation](#) [Tax Districts](#) [Taxes](#) [Characteristics](#)

Parcel: R3616840150
Year: 2006
Zone Code: RR
Total Acres: 10.119
Tax Code Area: 69
Property Description:
LOT 15 BLK 01
HIGHPLAINS ESTATES SUB

**No Image
Available**

[View Interactive Map of this Parcel](#)

Address: N GRAND RIDGE LN EAGLE , ID 83616
Subdivision: HIGHPLAINS ESTATES SUB
Land Group Type: SUB
Township/Range/Section: 5N1W21

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09/29/2006

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: October 31, 2006

Water right number: 63-31761

SHIRLEY ADAMS SHARP
10686 W PATTIE
BOISE ID 83714
Telephone Number: (208)378-4623

RECEIVED
OCT 19 2006
WATER RESOURCES
WESTERN REGION

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10-13-06 SIGNATURE: Shirley Adams Sharp
Please print your name: Shirley Adams Sharp

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190