

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: A37-10143

Date Received: 6/30/1988

Receipt No: S000650

Received By: Ch O/C

~~COPY FOR
YOUR FILES~~

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

~~COPY FOR
YOUR FILES~~

1. Name: W C PETERSON
Address: 1705 E 4000 N
BUHL ID

208-543-2142

83316

2. Date of Priority: JUN 1, 1928

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	18E	22	SE	SW	NE		LINCOLN

5. Description of diverting works:

6" X 270' WELL WITH 1.5 HP SUBM.PUMP. 1" DISCHARGE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.050		

7. Total Quantity Appropriated is:

0.050 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

1 HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
06S	18E	22	SW	NE		STOCK	
			SW	NE		DOMEST	
			SE	NE		STOCK	

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:
NONE

14. Remarks:

PIPELINES TO TROUGHS.

STOCK, 750 RANGE CATTLE

02/16/99 CHANGED OWNERSHIP GOODWIN ESTATE TO PETERSON. THERE
HAVE BEEN SEVERAL OWNERS BEFORE PETERSON PUT IN REQUEST FOR O/C;
GOODWIN ESTATE TO SKOV TO HOLLOWAY TO MC GOWAN TO PETERSON. CT

15. Basis of Claim: BENEFICIAL USE

AJ0749NP
No. A37-10143

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 02/16/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	W C PETERSON 1705 E 4000 N BUHL ID 83316 (208) 543-2142	06/01/1928	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.05 CFS 0.04 CFS	
TOTAL DIVERSION:					0.05 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T06S R18E S22 SESWNE

LINCOLN County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
06S	18E	22	:					S		S										:

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
06S	18E	22	:					D												:

POU County: LINCOLN

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: GEN PIPELINES TO TROUGHS.

STOCK, 750 RANGE CATTLE

02/16/99 CHANGED OWNERSHIP GOODWIN ESTATE TO PETERSON. THERE HAVE BEEN SEVERAL OWNERS BEFORE PETERSON PUT IN REQUEST FOR O/C; GOODWIN ESTATE TO SKOV TO HOLLOWAY TO MC GOWAN TO PETERSON. CT

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

AJ0749NP
No. R37-10143

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

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TOTAL DIVERSION:					0.05 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T06S R18E S22 SESWNE

LINCOLN County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
06S	18E	22	:					S		S										:

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
06S	18E	22	:					D												:

POU County: LINCOLN

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP STOCKWATER 750 RGE
PARCEL NOS. RP 06S18E220001, RP 06S18E227200

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

AJ0749NP
No. R37-10143

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 02/16/99
PAGE: 2

=====

Comments: Date: 08/18/1998 User-ID: SEGBERT Subject: COPIED FROM REMARKS
PIPELINES TO TROUGHS.

✓ Date: 02/16/1999 User-ID: CTIMM Subject: OWNERSHIP CHANGE
02/16/99 CHANGED OWNERSHIP AS PER REQUEST RECEIVED 08/07/98,
FROM GOODWIN ESTATE TO W C PETERSON. THERE HAVE BEEN SEVERAL
OWNERS BEFORE PETERSON PUT IN REQUEST FOR O/C--GOODWIN TO SKOV TO
HOLLOWAY TO MC GOWAN TO PETERSON. CT

Audit: 02/16/99 CTIMM



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

February 16, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DRÉHER
DIRECTOR

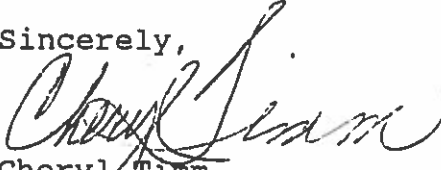
W C PETERSON
1705 E 4000 N
BUHL ID 83316

RE: SRBA Claim(s) A37-10143

Dear Claimant:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership of the above referenced claim to you. Please find the enclosed copies of the computer record of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,



Cheryl Timm
Clerical Specialist, SRBA

Enc.: Claim to a Water Right A37-10143

154620

STATE OF IDAHO
COUNTY OF LINCOLN
Recorded at Boise, Idaho
JAN 28 91

WARRANTY DEED

FOR VALUE RECEIVED,

AGNES B. KOLLOWAY, a married woman, referred to as the Grantor, does hereby grant, bargain, sell and convey unto GARY MCCOWAN and CYNDI MCCOWAN, husband and wife, the Grantees, the following described premises, in Lincoln County, State of Idaho, to wit:

Township 6 South, Range 18, East of the Boise Meridian, Lincoln County, Idaho:

Section 14: NW1/2NW1/4, EXCEPTING THEREFROM that portion needed for Highway #24; And the Oregon Shortline Railroad Right of Way.

Section 16: SE1/4; NW1/2SW1/4; And that part of the NW1/2 of Section 16 lying South of the Railroad, Subject to the right of way in Section 16, EXCEPTING THEREFROM that portion of the NW1/2 lying between the Railroad Right of Way, and State Highway #24.

Section 21: E1/2NE1/4

Section 22: NW1/2; NW1/2SE1/4; NW1/4SW1/4
Consisting of 1,037 acres, more or less.
Together with 238 shares of water of the Big Wood Canal Company.

Grantees' address: 211 South 750 East, Dietrich, Idaho 83324.

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 of said premises; that they will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided.

DATED this 28th day of January, 1991.

Agnes B. Kolloway
AGNES B. KOLLOWAY

WARRANTY DEED
01021-1-10

1

Grantees Address:
211 S 750 E
Dietrich, Idaho 83324

STATE OF WASHINGTON)
County of GRANT) ss.

On this 24th day of JANUARY, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ACNES R. HOLLOWAY, a married woman, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same.

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

Paul L. Porman
NOTARY PUBLIC FOR WASHINGTON
Residing at: EPHRATA
Commission Expires: 12-22-99



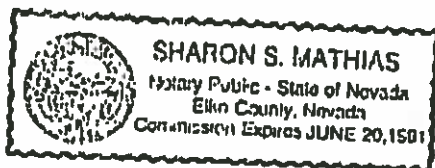
IN WITNESS WHEREOF, the Party of the First Part, Personal Representative of the Estate of AGNES ROSE GOODWIN, have hereunto set her hand this 16 day of ~~September~~ ^{October}, 1989-1990.

AMY KATHERINE SKOV
AMY KATHERINE SKOV
Personal Representative of the
Estate of AGNES ROSE GOODWIN

STATE OF NEVADA)
) ss.
County of Elko)

On this 16th day of ~~September~~ ^{October}, 1989-1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AMY KATHERINE SKOV, known to me to be the person whose name is subscribed to the within and foregoing instrument as the Personal Representative of the Estate of Agnes Rose Goodwin and who acknowledged to me that she executed the same as such Personal Representative.

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



Sharon S. Mathias
NOTARY PUBLIC

154513

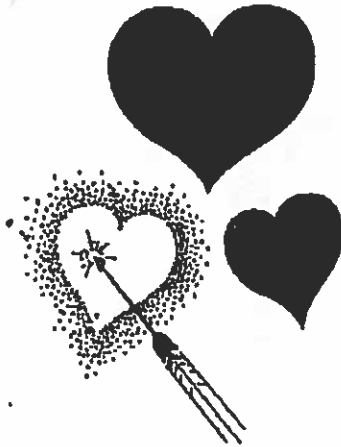
STATE OF IDAHO
COUNTY OF LINCOLN
Recorded at the request of
Frederick J. Williams & Associates

DEC 20 91

at 12:00 minutes past 12:00 M.
recorded by Matthew Blain
for Frederick J. Williams & Associates

117 S. 6th Street, Boise, ID 83725

PERSONAL REPRESENTATIVE DEED
0012P - 2 -



LAND TITLE AND ESCROW, INC.
A FULL SERVICE TITLE COMPANY

Date: 2 / 10 / 99

RECEIVED

FEB 09 1999

Department of Water Resources
Southern Region

To: Cheryl Timm Department Of Water Resources

Fax No: 736-3037

From: Rick Bernson

Ref: Cyndi McGowan/W.C. Peterson Claim A37-10143

Comments At the request of Mrs. McGowan I am sending you copies of
the Personal Representative's Deed, wherein Amy Katherine Skov, as Personal
Representative of the Estate of Agnes Rose Goodwin deeded this property to a
Agnes R. Holloway and then we have the Deed showing Agnes R. Holloway deeds
to Gary and Cyndi McGowan.

Total # of pages 5 **(Including Cover Sheet)**

If you have any questions or comments please contact us at
(208) 324-3357 or Fax: (208) 324-8961

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, made this 16 day of October, 1981, between AMY KATHERINE SKOV, Personal Representative of the Estate of AGNES ROSE GOODWIN, Deceased, the Party of the First Part, and AGNES K. HOLLOWAY, the Party of the Second Part,

WITNESSETH:

WHEREAS, the said AGNES ROSE GOODWIN died testate on the 25th day of September, 1981, and,

WHEREAS, by Order of the Magistrate Division of the District Court of the Fifth Judicial District, Lincoln County, Idaho, dated the 2nd day of November, 1981, Party of the First Part was appointed Personal Representative of the Estate of said Deceased.

NOW, THEREFORE, by virtue and in exercise of the powers to given by the laws of the State of Idaho, and of every other power and authority hereunto enabling, and in consideration of the operative provisions of the Last Will and Testament of Agnes Rose Goodwin, Deceased, the Party of the First Part, Personal Representative as aforesaid, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Party of the Second Part, all that parcel of real property situated in Lincoln County, State of Idaho, more particularly described as follows, to wit:

Township 6 South, Range 18, East of the Boise Meridian, Lincoln County, Idaho

Section 14: W1/2NW1/4, EXCEPTING THEREFROM that portion deeded for Highway #24; And the Oregon Shortline Railroad Right of Way.

Section 16: SE1/4; N1/2SW1/4; And that part of the N1/2 of Section 16 lying South of the Railroad, Subject to the right of way in Section 16, EXCEPTING THEREFROM that portion of the N1/2 lying between the Railroad Right of Way, and State Highway #24.

Section 21: E1/2NE1/4

Section 22: N1/2; N1/2SE1/4; NW1/4SW1/4

TO HAVE AND TO HOLD the same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the Party of the Second Part, heirs and assigns forever.

PERSONAL REPRESENTATIVE DEED
00121'



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

W C PETERSON
1705 E 4000 N
BUHL ID 83316

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-10143

Dear Claimant(s):

Thank you for returning the NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, show the claim to be in the name of ROSE GOODWIN ESTATE, not GARY MC COWAN. Since the documents you provided show transfer from the Gary McCowan to you, we need some kind of proof which transferred the property from the Goodwin Estate to Gary McCowan.

I will set your documents aside while you secure the rest of the information to complete the paper trail. It is important that you return these documents by February 10, 1999, so the record will be accurate before the Director's Report is published. If you will send it to my attention, I will then complete the ownership change and forward copies of the claim back to you.

I apologize for this delay and hope that obtaining these documents won't prove too difficult, but should you have any questions in this matter, please feel free to give me a call at the office (736-3033).

Sincerely,

Cheryl Timm
SRBA Records Clerk

Enc: Self Addressed Envelope

D/S

RECEIVED

AUG 07 1998

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

Department of Water Resources
Southern 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 or Adjudication Claim No(s): A37-10143
 2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant Gary McCowan
211 East 750 South Dietrich ID 83324
 4. New Owner/Claimant(s) W. C. Peterson
 Name Connector (Check one): [] and, [] or, [] and/or
 New Mailing Address 1705 East 4000 North
 City, State and ZIP Code Buhl ID 83316
 New Telephone Number (208) 543-2142
 5. Date you acquired the property August 28, 1997
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate 0 Number and type of stock 750 RGE
 Diversion rate in CFS 0.050 Number of homes 1 Other uses N/A
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
 7. Signature of New Owner or Claimant(s) W C Peterson
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this 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.

6 South

8 9
17 16

State Highway 24

canal

Ⓟ

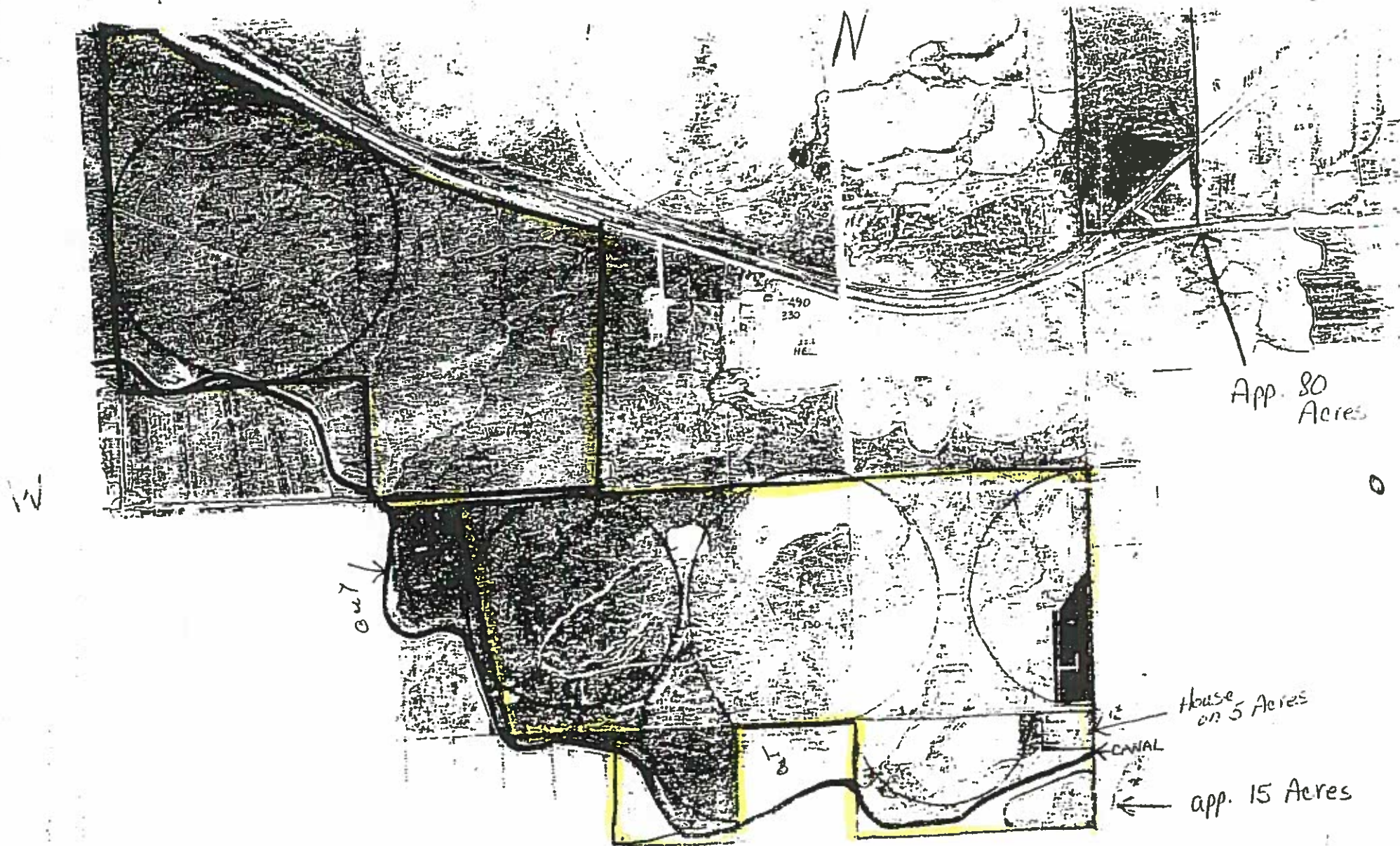
18 East BM

County Rd 550 E

16 15
21 22

1 inch = 1320'

JK





ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

Commonwealth

POLICY NUMBER

207-547459

This is to certify that this is a true and exact copy of the original.

By: Julian Blum Dated 8-1-98
LAND TITLE AND ESCROW, INC.

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

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

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

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

David E. Humberg

Secretary



By:

Julian Blum

Chairman and Chief Executive Officer

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

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

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

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

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

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

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

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

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

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

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

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

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

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

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

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

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

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

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

OWNERS POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
L-25184	207-547459	August 28, 1997 at 4:15 P.M.	~~\$200,000.00~~	~~\$2,000.00~~

1. Name of Insured: W.C. PETTERSON
2. The estate or interest in the land which is covered by this Policy is:

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

W.C. Petterson, a married man,
as his sole and separate property
4. The land referred to in this Policy in said instrument, is situated in the County of Lincoln, State of Idaho, and is identified as follows:

SEE ATTACHED SCHEDULE A, PAGE 2 AND 3

LAND TITLE AND ESCROW, INC.

Countersigned: Donna Thomas

Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

This is to certify that this is a true and exact copy of the original.

By: Hilario B. B... Dated 8-6-98
LAND TITLE AND ESCROW, INC.

CONTINUATION

SCHEDULE A

Policy Number: 207-547459

PARCEL NO. 1:

TOWNSHIP 6 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 14: $W\frac{1}{2}NW\frac{1}{4}$, EXCEPTING THEREFROM that portion deeded for Highway #24; And the Oregon Shortline Railroad Right of Way.

Section 16: $SE\frac{1}{4}$; $N\frac{1}{2}SW\frac{1}{4}$; And that part of the $N\frac{1}{2}$ of Section 16 lying South of the Railroad, Subject to the right of way in Section 16, EXCEPTING THEREFROM that portion of the $N\frac{1}{2}$ lying between the Railroad Right of Way, and State Highway #24.

Section 21: $E\frac{1}{2}NE\frac{1}{4}$;

Section 22: $N\frac{1}{2}$; $N\frac{1}{2}SE\frac{1}{4}$; $NW\frac{1}{4}SW\frac{1}{4}$;

EXCEPTING THEREFROM that part of the $NE\frac{1}{4}SE\frac{1}{4}$, described as follows:

Commencing at the East quarter corner of said Section 22 and being THE TRUE POINT OF BEGINNING;
Thence North $89^{\circ}56'18''$ West along the North boundary of the $SE\frac{1}{4}$ of Section 22 for a distance of 599.11 feet;
Thence South $0^{\circ}02'59''$ West parallel with the East boundary of the $SE\frac{1}{4}$ for a distance of 363.54 feet;
Thence South $89^{\circ}56'18''$ East parallel with the North boundary of the $SE\frac{1}{4}$ for a distance of 599.11 feet to a point on the East boundary of the $SE\frac{1}{4}$;
Thence North $0^{\circ}02'59''$ East along the East boundary of the $SE\frac{1}{4}$ for a distance of 363.54 feet to THE TRUE POINT OF BEGINNING;

CONTINUATION

SCHEDULE A

Policy Number: 207-547459

PARCEL NO. 2:

TOWNSHIP 6 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 22: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the East quarter corner of said Section 22 and being THE
TRUE POINT OF BEGINNING;
Thence North 89°56'18" West along the North boundary of the SE $\frac{1}{4}$ of Section
22 for a distance of 599.11 feet;
Thence South 0°02'59" West parallel with the East boundary of the SE $\frac{1}{4}$ for a
distance of 363.54 feet;
Thence South 89°56'18" East parallel with the North boundary of the SE $\frac{1}{4}$ for
a distance of 599.11 feet to a point on the East boundary of the SE $\frac{1}{4}$;
Thence North 0°02'59" East along the East boundary of the SE $\frac{1}{4}$ for a distance
of 363.54 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road right of way along the Easterly
boundary.

SUBJECT TO a 25.0 foot wide access easement along the Northerly boundary.

OWNERS POLICY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

Policy Number: 207-547459

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

GENERAL (STANDARD) EXCEPTIONS:

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

SPECIAL EXCEPTIONS

8. Taxes for 1997 and subsequent years, which are a lien, but not yet due and payable.

CONTINUATION

SCHEDULE B

Policy Number: 207-547459

9. Assessments of the Big Wood Canal Company and the rights and powers of said Company as by law provided. (Assessments Paid Current)
10. Assessments of the American Falls Reservoir District No. 2 and the rights and powers of said District as by law provided. (Assessments Paid Current)
11. Right of way for canals, laterals and waste ditches of Big Wood Canal Company.
12. Conditions and restrictions contained in Warranty Deed by and between Ray Goodwin and Rose Goodwin, also known as Agnes Rose Goodwin, husband and wife, and the State of Idaho, by and through the Idaho Board of Highway Directors, dated March 16, 1970, recorded July 21, 1970 as Instrument Number 123638, Lincoln County records.
13. Agreement by and between Big Wood Canal Company, and Herbert McCowan dated March 10, 1989, recorded March 31, 1989 as Instrument Number 152936, Lincoln County records, pertaining to the diversion or water.
14. Subject to a 25 foot wide county road right of way along the Northerly and Easterly boundary of Parcel No. 2 as shown in Survey recorded July 9, 1991 as Instrument Number 155093, Lincoln County records.
15. Agreement to Abandon Portion of Lateral 978 by and between American Falls Reservoir District No. 2, Big Wood Canal Company, Gary McCowan and Cindi McCowan, husband and wife, and Dennis Race and Carol Race, husband and wife, dated August 20, 1992, recorded September 10, 1992 as Instrument Number 156330, Lincoln County records. (Sections 16 and 21 in Township 6 South, Range 18, EBM.)
16. Agreement to Abandon Portion of Lateral 978 by and between American Falls Reservoir District No. 2, Big Wood Canal Company, Gary McCowan and Cyndi McCowan, husband and wife, and Dennis and Carol Race, husband and wife, dated March 3, 1994, recorded March 3, 1994 as Instrument Number 157901, Lincoln County records. (Section 16 in Township 6 South, Range 18, EBM.)
17. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State.

CONTINUATION

SCHEDULE B

Policy Number: 207-547459

18. A Mortgage to secure payment of a note for \$561,000.00, and any other amounts as therein provided, together with interest and any other obligations secured thereby:

Recorded: August 28, 1997 as Instrument No. 162756, records of Lincoln County, Idaho.

Dated: August 15, 1997

Mortgagor: W. C. Petterson, a married man as his sole and separate property

Mortgagee: Zions First National Bank

ASSIGNED TO First Trust National Association, as Custodian/Trustee by an Assignment of Mortgage/Deed of Trust, dated August 15, 1997, recorded August 28, 1997 as Instrument Number 162757, Lincoln County records.

19. Financing Statement between W. C. Petterson, as Debtor, and First Trust National Association, as Custodian/Trustee, as Secured Party, filed August 28, 1997 as Instrument Number 162758, Lincoln County records.

END OF SCHEDULE B

Schedule B (Owners Policy)

CONDITIONS AND STIPULATIONS

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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

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

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

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

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

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

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

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

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

8. APPORTIONMENT.

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

9. LIMITATION OF LIABILITY.

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

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

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

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

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS.

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

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

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

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

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

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

14. ARBITRATION

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

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

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

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

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

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

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

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to COMMONWEALTH LAND TITLE INSURANCE COMPANY, 1700 Market Street, Philadelphia, PA 19103-3990.

WARRANTY DEED

COPY

For Value Received

GARY McCOWAN, also known as GARY A. McCOWAN, AND
CYNDI McCOWAN, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

W.C. PETTERSON, a married man, as his sole and separate property
Address: 1705 East 4000 North, Buhl, Id 83316

Hereinafter called the Grantee, the following described premises situated in Lincoln County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO:

TOGETHER WITH ALL WATER AND WATER RIGHTS, WHICH INCLUDE BUT ARE NOT
LIMITED TO 437.42 SHARES OF BIG WOOD CANAL COMPANY WATER STOCK

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: AUGUST 26, 1997

Gary McCowan
GARY McCOWAN

Cyndi McCowan
CYNDI McCOWAN

162755

STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <u>Gary A. McCowan</u>
AUG 28 1997
at 09 minutes past 4 P.M. recorded by <u>W.C. Peterson</u> Fee: <u>6.00</u> Return to: <u>Abuel</u>

By hand.

STATE OF IDAHO)
COUNTY OF JEROME) ss.

On this 26TH day of AUGUST, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY McCOWAN and CYNDI McCOWAN, 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.

Rick Bernsen
Notary Public
Residing at:
My Commission expires:

RICK BERNSSEN
★ NOTARY PUBLIC ★
STATE OF IDAHO
RESIDING AT JEROME, ID
MY COMMISSION EXPIRES 7-30-03

EXHIBIT "A"

PARCEL NO. 1

TOWNSHIP 6 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 14: W $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM that portion deeded for Highway #24; And the Oregon Shortline Railroad Right of Way.
- Section 16: SE $\frac{1}{4}$; N $\frac{1}{4}$ SW $\frac{1}{4}$; And that part of the N $\frac{1}{2}$ of Section 16 lying South of the Railroad, Subject to the right of way in Section 16, EXCEPTING THEREFROM that portion of the N $\frac{1}{2}$ lying between the Railroad Right of Way, and State Highway #24.
- Section 21: E $\frac{1}{2}$ NE $\frac{1}{4}$;
- Section 22: N $\frac{1}{2}$; N $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$;

EXCEPTING THEREFROM that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the East quarter corner of said Section 22 and being THE TRUE POINT OF BEGINNING;
Thence North 89°56'18" West along the North boundary of the SE $\frac{1}{4}$ of Section 22 for a distance of 599.11 feet;
Thence South 0°02'59" West parallel with the East boundary of the SE $\frac{1}{4}$ for a distance of 363.54 feet;
Thence South 89°56'18" East parallel with the North boundary of the SE $\frac{1}{4}$ for a distance of 599.11 feet to a point on the East boundary of the SE $\frac{1}{4}$;
Thence North 0°02'59" East along the East boundary of the SE $\frac{1}{4}$ for a distance of 363.54 feet to THE TRUE POINT OF BEGINNING;

PARCEL NO. 2

TOWNSHIP 6 SOUTH, RANGE 18, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

- Section 22: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the East quarter corner of said Section 22 and being THE TRUE POINT OF BEGINNING;
Thence North 89°56'18" West along the North boundary of the SE $\frac{1}{4}$ of Section 22 for a distance of 599.11 feet;
Thence South 0°02'59" West parallel with the East boundary of the SE $\frac{1}{4}$ for a distance of 363.54 feet;
Thence South 89°56'18" East parallel with the North boundary of the SE $\frac{1}{4}$ for a distance of 599.11 feet to a point on the East boundary of the SE $\frac{1}{4}$;
Thence North 0°02'59" East along the East boundary of the SE $\frac{1}{4}$ for a distance of 363.54 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road right of way along the Easterly boundary.

SUBJECT TO a 25.0 foot wide access easement along the Northerly boundary.

MEMORANDUM

TO: SRBA Files A37-10143 and A37-10144

FROM: Corey Skinner *CS*

DATE: January 16, 1996

SUBJECT: Pertinent Information

This day, Scott R. Robinson of Robinson Appraisal Service came by the office inquiring about water rights and filings in the name of Gary McCowan in the area southwest of Dietrich. According to Mr. Robinson, Mr. McCowan is supposedly the new owner of the wells and property covered under SRBA claims A37-10143 and A37-10144. Mr. Robinson said that he would be meeting with the McCowan's, so I gave him proof reports of A37-10143 and A37-10144 along with a couple of change of ownership forms for the McCowan's use.

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: A37-10143
Date Received: 6/16/1988
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROSE GOODWIN ESTATE 702-752-3909
Address: CLOVER VALLEY
WELLS, NV 89835

2. Date of Priority: JUN 01, 1928

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	18E	22	SE	SW	NE		LINCOLN

5. Description of diverting works:
6" X 270' WELL WITH 1.5 HP SUBM.PUMP. 1" DISCHARGE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOM/1, STOCK/750 RGE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	18E	22	SW	NE		STOCK	
			SW	NE		DOMEST	

A37-10143

Page 1

Date: 06/16/88

MICROFILMED
FEB 24 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	18E	22	SE	NE		STOCK	

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:
NONE

14. Remarks:
PIPELINES TO TROUGHS.

15. Basis of Claim: BENEFICIAL USE
Water Right Number:

16. Signature(s)

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

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Executive of
Rose Gudwin Estate, that I have signed the foregoing
Organization document in the space below as Executive of
Rose Gudwin Estate and that the statements contained in the
Organization foregoing document are true and correct.
Amy Katherine Shur
Signature of Authorized Agent
Executive of Rose Gudwin Estate
Title and Organization
June 30, 1988
Date

State of Nev)
County of Elko) SS.

Subscribed and sworn (or affirmed) before me this 30 day
of June 19 88
Gerry Supp
Notary Public

Seal



Residing at Wells Nev.
My Commission Expires 4/27/89

T. L. S. RISE

16 15
21 22

H. McCOWAN

C51
51C
7-126

2.4

5
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AJ0749NP
No. R37-10143

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 08/18/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROSE GOODWIN ESTATE CLOVER VALLEY WELLS NV 89835 (702) 752-3909	06/01/1928	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.05 CFS 0.04 CFS	
TOTAL DIVERSION:					0.05 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T06S R18E S22

SESWNE

LINCOLN County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE								
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
06S	18E	22	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:
				S		S		:					:					:					:	

Place of Use Legal Description for: DOMESTIC

				NE				NW				SW				SE								
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
06S	18E	22	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:
				D				:					:					:					:	

POU County: LINCOLN

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP STOCKWATER 750 RGE
PARCEL NOS. RP 06S18E220001, RP 06S18E227200

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

OK
2-8-99
KRC

AJ0749NP
No. R37-10143

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

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PAGE: 2

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Comments: Date: 08/18/1998 User-ID: SEGBERT Subject: COPIED FROM REMARKS
PIPELINES TO TROUGHS.

Audit: 08/18/98 SEGBERT

AJ5856NP

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

DATE: SEP-5-1997
PAGE: A-12

RIGHT NUMBER: 37-10143

NAME & ADDRESS: ROSE GOODWIN ESTATE
CLOVER VALLEY
WELLS NV 89835

*W.C. Petterson
1705 East 4000 North
Buhl, ID 83316*

SOURCE: GROUNDWATER

QUANTITY: 0.05 CFS

PRIORITY DATE: 06/01/1928

POINT OF DIVERSION: T06S R18E S22 ✓ SESWNE ✓ Within LINCOLN County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.05 CFS
	DOMESTIC DOM/1, STOCK/750 RGE.	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within LINCOLN County
T06S R18E S22 ✓ SWNE ✓ SENE

DOMESTIC Within LINCOLN County
T06S R18E S22 ✓ SWNE ✓

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

PIPELINES TO TROUGHS.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

*RP 06S18E 22 000 /
RP 06S18E 22 7200*

Verified by AG Date: 7-15

Verification Source: Alpha maps

July 23, 1998

W C PETTERSON
1705 E 4000 N
BUHL ID 83316

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A37-10143

Dear Claimant:

We have been advised you may be the present owner of the property with the water right referenced above.

Before we can modify our records to reflect your ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by August 10, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Sandy Egbert
Clerical Specialist

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No.A37-10143 water right filing