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FEB 12 2008

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

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NOV 19 2001
WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s). Adjudication Claim No(s). Split

63-10601X SHOULD BE 106048

63-10603 (COVERS DEED AND ALSO)

Water Right No(s). Adjudication Claim No(s). Split

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Department of Water Resources

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s)

Johanna Eggimann & Richard Eggimann

4. New Owner/Claimant(s)

William & Donna Knipe and Mark McCaslin

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

New Mailing Address

6603 Henry Place

City, State and ZIP Code

Nampa ID 83686

SCANNED

New Telephone Number

208) 463-0672

JUL 18 2007

5. Date you acquired the property

7-07-95

SUPPORT DATA

IN FILE # 63-10603

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WATER RESOURCES
WESTERN REGION

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>63-1060A</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.030 CFS</u>	<u>Annual Volume 2.30 AF</u>
Stock		
Domestic	<u>0.020 CFS</u>	<u>Annual Volume 0.60 AF</u>
Other		
Total		

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

7 Signature of New Owner(s) or Claimant(s) William Krize
(include title if applicable)

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____	AJ Date _____	WR <u>JA</u> Date <u>11-27-07</u>

PN 35324
9517971

WARRANTY DEED

FOR VALUE RECEIVED RONALD B. SCHMIDT, a single person and
WILLIAM G. SCHMIDT, a single person

the Grantors, do hereby grant, bargain, sell and convey unto WILLIAM KNIPE AND DONNA KNIPE,
husband and wife, an undivided one-half interest and MARK MCCASLIN,
a married man, an undivided one-half interest

the Grantees, whose address is 6603 Henry Place, Nampa. ID 83686

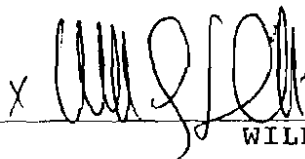
the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS
REFERENCE.

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 said premises are free from all encumbrances; except for general taxes and assessments for the year 1995 and
subsequent years, covenants, conditions, restrictions and easements of record; and that they will warrant and defend the same from
all lawful claims whatsoever.

DATED: July 5, 1995


RONALD B. SCHMIDT

x 
WILLIAM G. SCHMIDT

STATE OF IDAHO
COUNTY OF CANYON

On this 7th day of July,
1995, before me a notary public, personally
appeared RONALD B. SCHMIDT, known
or identified to me to be the person(s)
who(se) name(s) is/are subscribed to the
within instrument, and acknowledged to me
that he/she/they have executed the same.


Notary Public
Residing at 66 NAMPA, Idaho
My commission expires: 3-9-2000

STATE OF Michigan
COUNTY OF St. Joseph
On this 10 day of July,
1995, before me a notary public, personally
appeared WILLIAM G. SCHMIDT, known
or identified to me to be the person(s)
who(se) name(s) is/are subscribed to the
within instrument, and acknowledged to me
that he/she/they have executed the same.


Notary Public
Residing at Box 277, WHITE PIGEON, MI. 49094
My commission expires: 3-13-96

KENNETH A. SHANE
Notary Public, St. Joseph Co., MI
My Commission Expires 3/13/96

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

EXHIBIT "A"

IN DW 15 - WSW

A portion of the Southwest Quarter of the Southwest Quarter of Section 15, Township 1 North, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Section; thence

South 89° 42' 19" East 808.58 feet along the South line of said Section; thence

North 0° 35' 04" East 892.08 feet; thence

South 89° 53' 35" West 817.76 feet more or less to the West line of said Section; thence

South 0° 00' 00" West along the said West line, 889.86 feet more or less to the POINT OF BEGINNING.

XRS

WK

DK

XWGS

9517971

RECORDED

95 JUL 11 AM 11 02

RECORDER

CANYON CNTY RECORDER

BY

W. J. HARRIS

PIONEER - NAMPA

REQUEST

TYPE Deed FEE 6.00

INSTRUMENT NO. 985210

WATER AGREEMENT AND EASEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 1983, by and between NICHOLAS K. IHLE and DOLORES IHLE, husband and wife, the parties of the first part, hereinafter referred to as Ihles, and RICHARD E. EGGIMANN and JOHANNA EGGIMANN, husband and wife, parties of the second part, hereinafter referred to as Eggimanns.

WITNESSETH:

WHEREAS, the Ihles are the owners of the real property described herein.

A part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15, Township 1 North, Range 2 West of the Boise Meridian in Canyon County, Idaho, more particularly described to wit:

Commencing at the Southwest corner of said Section 15; thence North 0°00'00" East 985.86 feet, along the West line of the said SW $\frac{1}{4}$ SW $\frac{1}{4}$, to the INITIAL POINT of this description; thence continue North 0°00'00" East 30 feet along the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 89°43'38" East 529.4 feet, parallel with and 307.39 feet South of the North line of the said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 0°03'15" West 126.00 feet; thence North 89°43'38" West 206.00 feet; thence North 0°03'15" East 96.00 feet; thence North 89°43'38" West 123.41 feet and parallel with the said North line to the INITIAL POINT of this description.

WHEREAS, the Eggimanns are owners of the Real property lying to the South and West of the Ihle property.

NOW THEREFORE, for and in consideration of the mutual promises herein contained, the parties hereto do hereby agree as follows:

That there is a 10 inch well located on the real property of the Ihles now being used for the benefit of both properties and both parties desire to continue said usage.

That there is located in said well a 5 HP pump and related equipment which belongs exclusively to the Eggimanns and a 1 $\frac{1}{2}$ HP. pump and related equipment which belongs exclusively to the Ihles. Each party shall be responsible for their respective equipment and the costs of the well maintenance shall be shared equally.

Ihles will use the 5 HP pump for the irrigation of Ihle's yard and the costs of power and pumping shall be prorated at the end of

irrigation system according to the usage between the two parties.

There is hereby granted to the Eggimanns an Easement being a strip of land 20 feet in width running from the well and pump house Westerly along the South side of the Ihli premises for the maintenance and repair of a pipeline and pump house and well, including ingress and egress and operation thereof.

This agreement shall run with the land in perpetuity until terminated by mutual consent of both parties.

It is mutually understood and agreed that this agreement shall bind the heirs, executors, administrators, personal representatives and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, the day and year first above written.

Nicholas K. Ihli
Nicholas K. Ihli

Dolores Ihli
Dolores Ihli

Richard E. Eggimann
Richard E. Eggimann

Johanna Eggimann
Johanna Eggimann

State of Idaho)
County of Canyon) ss.

On this 1st day of September, 1983, before me, the undersigned a notary public, in and for said State, personally appeared Nicholas K. Ihli and Dolores, husband and wife, and Richard E. Eggimann and Johanna Eggimann, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

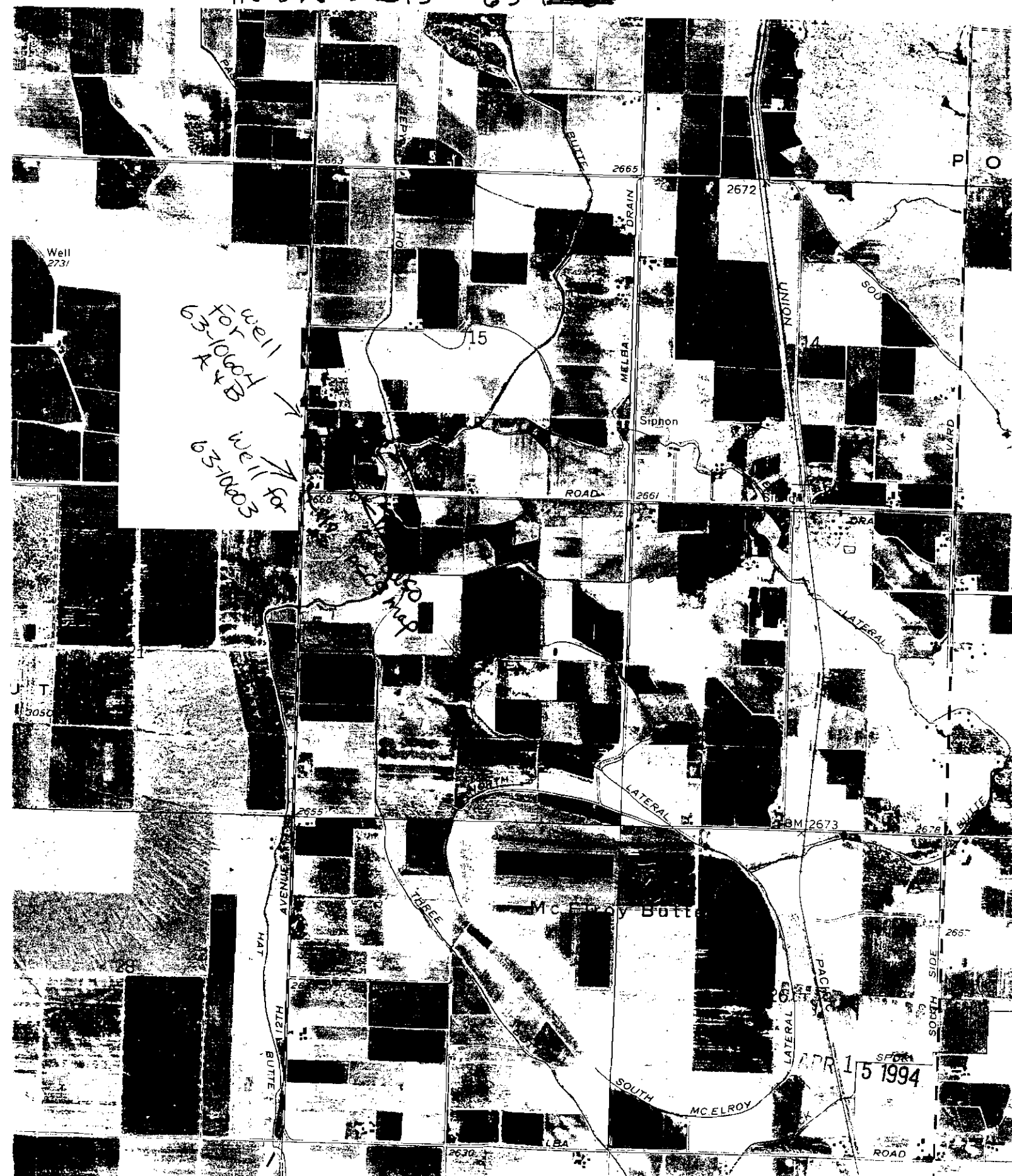
IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year in this certificate first above written.

Don Brandt
Notary Public for Idaho
Residing at:



NOTES: FRONTIER TITLE CO.
Sep 2 3 1983
985210

N ↑



100 10TH AVENUE SOUTH * Nampa, ID 83651
208-466-6100

ESCROW NUMBER: FN35324

PROPERTY:

PORTION SW1/4 SW1/4 SEC. 15, T1N, R2W

TODAY'S DATE: 7/05/95

CLOSING DATE: 7/07/95

ESCROW CLOSING STATEMENT OF:

WILLIAM KNIPE

DONNA KNIPE

MARK McCASLIN

OTHER PARTY:

RONALD B. SCHMIDT

WILLIAM G. SCHMIDT

BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
SALES PRICE	96,500.00	
PAY SPRING IRRIGATION	320.53	
Prorate 1995 EST TAX 1/01/95 to 7/07/95 @ \$872.36/12 mos.		446.94
Prorate 1995 EST IRR 1/01/95 to 7/07/95 @ \$339.73/12 mos.		174.05
1/2 ESCROW CLOSING FEE	125.00	
Recording fees: Deed \$6.00 Mtg \$0.00 Releases \$0.00	6.00	
Balance Due From Buyer		96,330.54
TOTALS	96,951.53	96,951.53

This statement should be retained by you for Income Tax purposes.

We, the undersigned, have read and approved the above closing statement.

We hereby certify that the foregoing is a true and correct statement of funds received and disbursed by us in the above closing.

PIONEER TITLE COMPANY OF CANYON COUNTY

BY: Desiree A. Mayden
DESIREE A. MAYDEN

WILLIAM KNIPE
WILLIAM KNIPE

DONNA KNIPE
DONNA KNIPE

X

MARK McCASLIN
MARK McCASLIN

DATE

7/10/95

ESCROW NUMBER: PN35324

PROPERTY:

PORTION SW1/4 SW1/4 SEC. 15, T1N, R2W

TODAY'S DATE: 7/05/95

CLOSING DATE: 7/07/95

ESCROW CLOSING STATEMENT OF:

WILLIAM KNIPE

DONNA KNIPE

MARK McCASLIN

OTHER PARTY:

RONALD B. SCHMIDT

WILLIAM G. SCHMIDT

BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
SALES PRICE	96,500.00	
PAY SPRING IRRIGATION BUYER REIMBURSE SELLER	320.53	
Prorate 1995 EST TAX 1/01/95 to 7/07/95 @ \$872.36/12 mos.		446.94
Prorate 1995 EST IRR 1/01/95 to 7/07/95 @ \$339.73/12 mos.		174.05
1/2 ESCROW CLOSING FEE PIONEER TITLE COMPANY	125.00	
Recording fees: Deed \$6.00 Mtg \$0.00 Releases \$0.00	6.00	
Balance Due From Buyer		96,330.54
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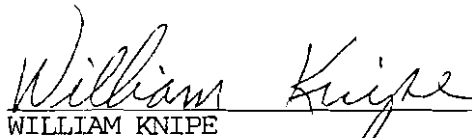
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PIONEER TITLE COMPANY OF CANYON COUNTY


By: DESIREE A. MAYDEN


WILLIAM KNIPE


DONNA KNIPE

X

MARK McCASLIN

DATE

7/11/95

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
PHONE (208)466-6100

NOTICE

THE TAX VALUES SHOWN IN THE ATTACHED CLOSING STATEMENT ARE BASED ON

Prorate 1995 EST TAX 1/01/95 to 7/07/95 @ \$872.36/12 mos.
Prorate 1995 EST IRR 1/01/95 to 7/07/95 @ \$339.73/12 mos.

Buyer and Seller therein hereby affirm and agree that PIONEER TITLE COMPANY OF CANYON COUNTY, INC., its employees, agents or assigns, have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax as shown in the tax statement forwarded by the Treasurer's Office during the year of this sale, differ from the figure represented in the attached closing statement, the following will occur:

1. In the event the Buyer has received excess credit based on the "estimated" tax, the Buyer agrees to reimburse Seller;

OR

2. In the event Seller has received excess credit based on the "estimated" tax, Seller agrees to reimburse Buyer.
3. Payment, if any, shall be made by the respective party within three (3) months of receiving the actual tax notice.

IN WITNESS WHEREOF, the parties have set their hands this July 5, 1995.

BUYER:

William Knipe
WILLIAM KNIPE

Donna Knipe
DONNA KNIPE

SELLER:

Ronald B. Schmidt
RONALD B. SCHMIDT

William G. Schmidt
WILLIAM G. SCHMIDT

X

MARK MCCASLIN

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
PHONE (208)466-6100

NOTICE

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- OR
2. In the event Seller has received excess credit based on the "estimated" tax, Seller agrees to reimburse Buyer.
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BUYER:

SELLER:

WILLIAM KNIPE

RONALD B. SCHMIDT

DOAN KNIPE

WILLIAM G. SCHMIDT

MARK MCCASLIN

ESCROW INSTRUCTIONS

ESCROW NO: PN35324 DATE: July 5, 1995
SELLER: RONALD B. SCHMIDT and WILLIAM G. SCHMIDT
SELLER:
BUYER: WILLIAM KNIPE and DONNA KNIPE
BUYER: MARK McCASLIN

PIONEER TITLE COMPANY OF CANYON COUNTY:

I hand you herewith executed documents: WARRANTY DEED, AGREEMENT, NOTICE, CLOSING STATEMENTS, 1099B REPORTING FORM AND THESE ESCROW CLOSING INSTRUCTIONS PREPARED BY PIONEER TITLE COMPANY which you are authorized to use in connection with your above numbered Escrow upon payment for my account of SEE EXHIBIT "I" ATTACHED HERETO FOR CREDITS DUE BUYER AND SELLER and when you can issue your STANDARD OWNER'S Title Insurance Policy in your usual form, containing the printed exceptions usual in such policies (with your liability thereunder not to exceed \$96,500.00) on the following described real property situated in the County of CANYON and State of Idaho, to wit:

AS DESCRIBED IN COMMITMENT NO. PN35324
which will show record title to said property vested in WILLIAM KNIPE AND DONNA KNIPE, husband and wife and MARK McCASLIN, a married man free and clear of encumbrances, except building and use restrictions, easements, zoning and building laws and ordinances, if any, as the same may now appear of record, printed conditions and exceptions contained in form of title insurance policy herein provided for.

Mortgage-Deed of Trust, executed by: N/A in favor of N/A to secure the payment of \$N/A and exceptions numbered GENERAL EXCEPTIONS 1, 2 A-F AND SPECIAL EXCEPTIONS 1-11 in your commitment no. PN35324 Dated JUNE 28, 1995, which the undersigned have read and approved.

I authorize you to deduct or pay, before the closing of this Escrow, the following:

SEE EXHIBIT "I" ATTACHED HERETO FOR CHARGES DUE BUYER AND SELLER

NOTE: All terms and conditions between the parties herein have been met or waived for the purpose of closing escrow.

It is understood that water and utility charges will be adjusted between the seller and buyer outside this escrow. --In any acts in this escrow relating to fire insurance, including adjustments, if any, you shall be fully protected in assuming that each policy is in force and that the necessary premium therefor has been paid. All matters regarding cancellation and transferring of fire insurance will be handled outside of escrow.--You will file for record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of filing such instruments, to vest the title as above stated, and shall not be

held responsible for any liens that may attach after such filing or recording.--You are not required to ascertain compliance with any "consumer credit protection," "truth in lending," or similar laws, and it is agreed you will have no liability for loss or damage arising out of non-compliance with such laws. --All adjustments to be made on a basis of a calendar year.--When requested to do so, a copy of the closing statement showing disbursements, in accordance with these instructions, may be delivered to the realtor who consummated the transaction, the mortgagee or its agent or to my attorney.

The parties herein acknowledge that PIONEER TITLE COMPANY has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code, The Property Condition Disclosure Act. I/We by this statement agree that PIONEER TITLE COMPANY has recommended that legal advice be obtained by the undersigned as to the operation of this law. I/We further understand and acknowledge that any compliance with this Act was done outside of escrow closing.

Any amendment of or supplements to any instructions must be in writing and if you are unable to comply with the instructions within FIVE (5) days after date, said money and/or instruments shall be returned to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon as possible.

In the event that any controversy should arise between the parties hereto or with any third person, you shall not be required to determine the same or to take any action in the premises, but you may await settlement of any such controversy by joint instructions of the parties or by appropriate legal proceedings. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you harmless from and against any and all costs, charges, damages, attorneys' fees or other expenses which you in good faith may incur.

Receipt of money and/or instruments hereinabove mentioned is hereby acknowledged.

BUYER:

William Knipe
WILLIAM KNIPE

Donna Knipe
DONNA KNIPE

X
MARK McCASLIN

SELLER:

Ronald B. Schmidt
RONALD B. SCHMIDT

William G. Schmidt
WILLIAM G. SCHMIDT

PIONEER TITLE COMPANY OF CANYON COUNTY

BY: Desiree A. Mayden
DESIREE A. MAYDEN

ESCROW INSTRUCTIONS

ESCROW NO: PN35324 DATE: July 5, 1995
SELLER: RONALD B. SCHMIDT and WILLIAM G. SCHMIDT
SELLER:
BUYER: WILLIAM KNIPE and DONNA KNIPE
BUYER: MARK McCASLIN

PIONEER TITLE COMPANY OF CANYON COUNTY:

I hand you herewith executed documents: WARRANTY DEED, AGREEMENT, NOTICE, CLOSING STATEMENTS, 1099B REPORTING FORM AND THESE ESCROW CLOSING INSTRUCTIONS PREPARED BY PIONEER TITLE COMPANY which you are authorized to use in connection with your above numbered Escrow upon payment for my account of SEE EXHIBIT "I" ATTACHED HERETO FOR CREDITS DUE BUYER AND SELLER and when you can issue your STANDARD OWNER'S Title Insurance Policy in your usual form, containing the printed exceptions usual in such policies (with your liability thereunder not to exceed \$96,500.00) on the following described real property situated in the County of CANYON and State of Idaho, to wit:

AS DESCRIBED IN COMMITMENT NO. PN35324 which will show record title to said property vested in WILLIAM KNIPE AND DONNA KNIPE, husband and wife and MARK McCASLIN, a married man free and clear of encumbrances, except building and use restrictions, easements, zoning and building laws and ordinances, if any, as the same may now appear of record, printed conditions and exceptions contained in form of title insurance policy herein provided for.

Mortgage-Deed of Trust, executed by: N/A in favor of N/A to secure the payment of \$N/A and exceptions numbered GENERAL EXCEPTIONS 1, 2 A-F AND SPECIAL EXCEPTIONS 1-11 in your commitment no. PN35324 Dated JUNE 28, 1995, which the undersigned have read and approved.

I authorize you to deduct or pay, before the closing of this Escrow, the following:

SEE EXHIBIT "I" ATTACHED HERETO FOR CHARGES DUE BUYER AND SELLER

NOTE: All terms and conditions between the parties herein have been met or waived for the purpose of closing escrow.

It is understood that water and utility charges will be adjusted between the seller and buyer outside this escrow. --In any acts in this escrow relating to fire insurance, including adjustments, if any, you shall be fully protected in assuming that each policy is in force and that the necessary premium therefor has been paid. All matters regarding cancellation and transferring of fire insurance will be handled outside of escrow.--You will file for record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of filing such instruments, to vest the title as above stated, and shall not be

held responsible for any liens that may attach after such filing or recording.--You are not required to ascertain compliance with any "consumer credit protection," "truth in lending," or similar laws, and it is agreed you will have no liability for loss or damage arising out of non-compliance with such laws. --All adjustments to be made on a basis of a calendar year.--When requested to do so, a copy of the closing statement showing disbursements, in accordance with these instructions, may be delivered to the realtor who consummated the transaction, the mortgagee or its agent or to my attorney.

The parties herein acknowledge that PIONEER TITLE COMPANY has not given any advice in connection with the operation of Chapter 25, title 55, Idaho Code, The Property Condition Disclosure Act. I/We by this statement agree that PIONEER TITLE COMPANY has recommended that legal advice be obtained by the undersigned as to the operation of this law. I/We further understand and acknowledge that any compliance with this Act was done outside of escrow closing.

Any amendment of or supplements to any instructions must be in writing and if you are unable to comply with the instructions within FIVE (5) days after date, said money and/or instruments shall be returned to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon as possible.

In the event that any controversy should arise between the parties hereto or with any third person, you shall not be required to determine the same or to take any action in the premises, but you may await settlement of any such controversy by joint instructions of the parties or by appropriate legal proceedings. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you harmless from and against any and all costs, charges, damages, attorneys' fees or other expenses which you in good faith may incur.

Receipt of money and/or instruments hereinabove mentioned is hereby acknowledged.

BUYER:

SELLER:

WILLIAM KNIPE

RONALD B. SCHMIDT

DONNA KNIPE

WILLIAM G. SCHMIDT

MARK MCCASLIN

PIONEER TITLE COMPANY OF CANYON COUNTY

BY:

DESIREE A. MAYDEN

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
PHONE (208)466-6100

AGREEMENT

The undersigned by their signatures below acknowledge the following:

1. That as a part of the escrow services performed by PIONEER TITLE COMPANY OF CANYON COUNTY, that we have requested PIONEER TITLE COMPANY to prepare the WARRANTY DEED AND CLOSING DOCUMENTS, a copy of which has been reviewed.
2. No legal advice has been offered to me by PIONEER TITLE COMPANY nor any of the employees thereof.
3. I/We have been requested by PIONEER TITLE COMPANY to seek the advice and counsel of an attorney of my own choosing and at my own expense concerning any aspect of the purchase and sale involved.
4. I/We further declare that all instruments to which I am a party (deeds, promissory notes, deeds of trust, bills of sales, agreements or similar instruments) if stenographically prepared by PIONEER TITLE COMPANY, have been prepared under the direction of my lawyers or myself, and particularly declare that copying legal descriptions from title reports into forms of deeds, etc., or reforming of legal descriptions or agreements is or will be done solely at my direction and request.
5. I/We have read and understand the above statements.

DATED: July 5, 1995

BUYER:

William Knipe
WILLIAM KNIPE

Donna Knipe
DONNA KNIPE

X
MARK MCCASLIN

SELLER:

Ronald B. Schmidt
RONALD B. SCHMIDT

William G. Schmidt
WILLIAM G. SCHMIDT

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
PHONE (208)466-6100

AGREEMENT

The undersigned by their signatures below acknowledge the following:

1. That as a part of the escrow services performed by PIONEER TITLE COMPANY OF CANYON COUNTY, that we have requested PIONEER TITLE COMPANY to prepare the WARRANTY DEED AND CLOSING DOCUMENTS, a copy of which has been reviewed.
2. No legal advice has been offered to me by PIONEER TITLE COMPANY nor any of the employees thereof.
3. I/We have been requested by PIONEER TITLE COMPANY to seek the advice and counsel of an attorney of my own choosing and at my own expense concerning any aspect of the purchase and sale involved.
4. I/We further declare that all instruments to which I am a party (deeds, promissory notes, deeds of trust, bills of sales, agreements or similar instruments) if stenographically prepared by PIONEER TITLE COMPANY, have been prepared under the direction of my lawyers or myself, and particularly declare that copying legal descriptions from title reports into forms of deeds, etc., or reforming of legal descriptions or agreements is or will be done solely at my direction and request.
5. I/We have read and understand the above statements.

DATED: July 5, 1995

BUYER:

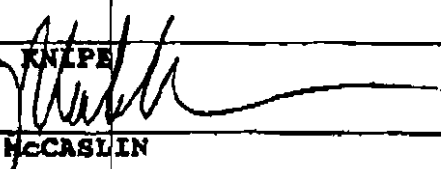
SELLER:

WILLIAM KNIPE

RONALD B. SCHMIDT

DONNA KNIPE

WILLIAM G. SCHMIDT

X 
MARK MCCASLIN

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-10603

Priority: April 18, 1988

Maximum Diversion Rate:

0.04 CFS

Maximum Diversion Volume:

2.9 AF

This is to certify, that RICHARD EGGIMANN
JOHANNA EGGIMANN

RT 1 BOX 141D
MELBA ID 83641

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated March 31, 1988; and has submitted Proof of Beneficial Use on July 19, 1989. An examination indicates that the works have a diversion capacity of .040 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	0.03 CFS	2.3 AF
DOMESTIC	01/01 to 12/31	0.02 CFS	0.6 AF
Totals		0.04 CFS	2.9 AF

LOCATION OF POINT(S) OF DIVERSION:

SWSWSW , Sec. 15, Township 01N, Range 02W
CANYON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
01N	02W	15	SWSW	0.5		0.5

Total number of acres irrigated: 0.5

PLACE OF USE:

DOMESTIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .03 cfs per acre nor more than 4.5 afa per acre lands above.

NOTED

JUN 13 1994

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE
WATER RIGHT NO. 63-10603

CONDITIONS/REMARKS:

6. The right holder shall fully use all surface water rights appurtenant to the lands identified above prior to using water under this right.
7. The total combined rate of diversion under this right and the rate for the commercial portion of Right 63-10604B shall not exceed .04 cfs.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 30 day of JUNE, 1994.

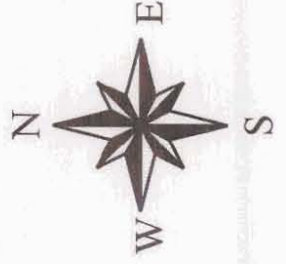
Acting for R. Keith Higginson, Director

JUN 13 1994

SWSW, S15, T1N, R2W



Knipe 63-10604a.dxf
63-10604.shp
Canyon taxlots
GCDB01N02W GCDB
Administrative BasinsAdminbas.shp



IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-10604B

WATER RIGHT NUMBER: 63-10604B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RICHARD EGGIMANN RT 1 BOX 141D MELBA, ID 83641 (208)495-2381
Current Owner	JOHANNA EGGIMANN RT 1 BOX 141D MELBA, ID 83641 (208)495-2381

Priority Date: 04/18/1988

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
COMMERCIAL	1/01 to 12/31	0.040 CFS	2.40 AF
IRRIGATION	3/15 to 11/15	0.100 CFS	48.70 AF
	<i>possibly Irrigation well</i> Total Diversion:	0.140 CFS	51.10 AF

Location of Point(s) of Diversion

GROUND WATER ? NW1/4SW1/4SW1/4 Sec. 15, Twp 01N, Rge 02W, B.M.

CANYON County

GROUND WATER SW1/4SW1/4SW1/4 Sec. 15, Twp 01N, Rge 02W, B.M.

CANYON 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	
01N	02W	15																	14.0

Total Acres: 14

COMMERCIAL same as IRRIGATIONConditions of Approval:

1. R32 This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.
2. 004 The issuance of this right does not grant any right-of-way or easement across the land of another.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-10604B

1. General The right holder shall fully use all surface water rights appurtenant to the lands identified above prior to using water under this right.^^^ The total combined rate of diversion from the SWSWSW point of diversion under this right and Right 63-10603 shall not exceed .04 cfs.^^^ Right 63-10603 is also diverted through the SWSWSW point of diversion described above.^^^

Comments:

1. CHAPMAN 3/28/1994 SPLIT RIGHT

Comment: This permit was split into parts A and B at the time of licensing.

Dates and Other Information:

Licensed Date: 3/31/1994

Decreed Date:

Water Supply Bank Enrollment Accepted:

Water Supply Bank Enrollment Removed:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant:

Decree Plaintiff:

Civil Case Number:

Judicial District:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False