

WATER

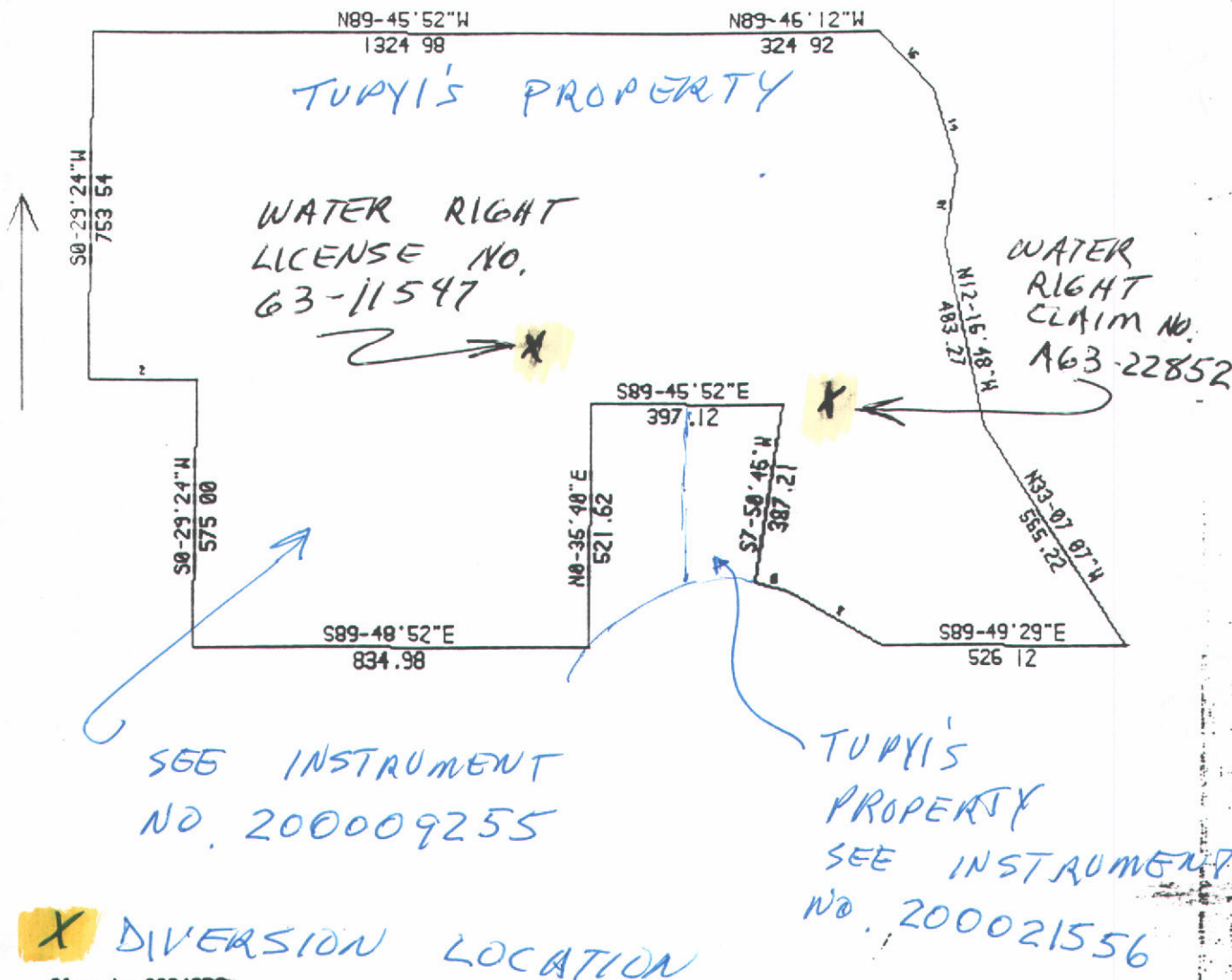
RIGHT

LOCATION MAP

RECEIVED

APR 08 2004

Department of Water Resources



Client: 33849PC



THIS MAP IS ATTACHED SOLELY FOR THE  
PURPOSE OF ASSISTING IN LOCATING THE  
LAND AND THE COMPANY ASSUMES NO  
LIABILITY FOR VARIATIONS, IF ANY

MICROFILMED

JUL 15 2004

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

RECEIVED  
 APR 07 2004  
 WATER RESOURCES  
 WESTERN REGION

RECEIVED  
 APR 08 2004  
 Department of Water Resources

SW1/4NW1/4

SE1/4NW1/4

TOPEL'S

PROPERTY

SPRING  
 DIVERSION  
 LOCATION

WATER RIGHT  
 CLAIM A63-22852

CATTLE WATERING  
 AND GARDENING/PEASANT USE

GENE  
 HOFFMAN  
 PROPERTY

CATTLE  
 WATERING  
 PARCEL 1  
 1.126 Acres

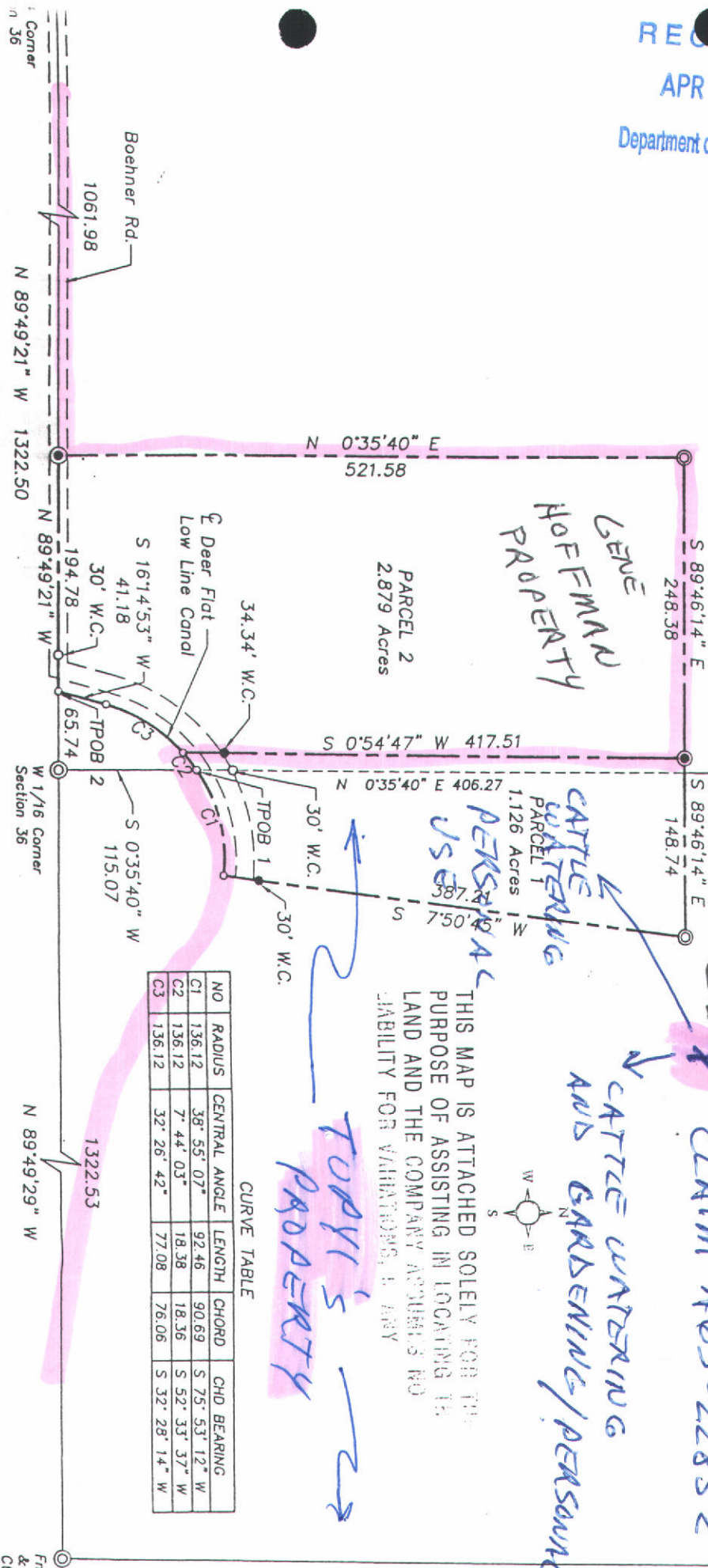
PARCEL 2  
 2.879 Acres

THIS MAP IS ATTACHED SOLELY FOR THE  
 PURPOSE OF ASSISTING IN LOCATING THE  
 LAND AND THE COMPANY ASSUMES NO  
 LIABILITY FOR VIOLATIONS, E. ANY

TOPEL'S  
 PROPERTY

CURVE TABLE

| NO | RADIUS | CENTRAL ANGLE | LENGTH | CHORD | CHD BEARING     |
|----|--------|---------------|--------|-------|-----------------|
| C1 | 136.12 | 38° 55' 07"   | 92.46  | 90.69 | S 75° 53' 12" W |
| C2 | 136.12 | 7° 44' 03"    | 18.38  | 18.36 | S 52° 33' 37" W |
| C3 | 136.12 | 32° 26' 42"   | 77.08  | 76.06 | S 32° 28' 14" W |



1326.15  
 S 0°42'11" W

MICROFILMED

Fnd. 5/8 Rel  
 & Alum. Cap  
 Ctr. 1/4 Cor  
 Section 36



4835

40'

4834

4833

4832

4831000mN

T. 4 N.

T. 3 N.

5W

POD/POLL

SW, SE, NEU  
Sec. 36

T4N

T3N

A63-22852

43° 37' 30"  
116° 52' 30"

MICROFILMED

JUL 15 2004

IMPROVED

SEP 08 1992

# RECORD OF SURVEY

A PORTION OF THE SW1/4NW1/4, THE SE1/4NW1/4, AND OF THE NW1/4SW1/4 OF SECTION 36  
TOWNSHIP 4 NORTH, RANGE 5 WEST, BOISE MERIDIAN  
CANYON COUNTY, IDAHO

| NO | MARKS  | COUSAL ANGLE | LENGTH | CHORD  | OLD BEARING     |
|----|--------|--------------|--------|--------|-----------------|
| 1  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 2  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 3  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 4  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 5  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 6  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 7  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 8  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 9  | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 10 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 11 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 12 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 13 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 14 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 15 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 16 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 17 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 18 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 19 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |
| 20 | 172.00 | 80° 18' 00"  | 100.00 | 100.00 | N 87° 30' 00" W |

SCALE: 1" = 300'

BASIS OF BEARING:  
R.O.S. Inst. No 9522791

## LEGEND

- BRASS CAP MONUMENT - FOUND
- 5/8" REBAR - FOUND
- 5/8" x 30" REBAR - SET
- 1/2" REBAR - FOUND
- 1/2" x 24" REBAR - SET
- PK NAIL & BRASS WASHER
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- W.C. WITNESS CORNER
- ( ) DATA OF RECORD

## CERTIFICATION

I, Fritz Brownell, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made by me and under my direct supervision, that the map and plat are a true and correct representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.



454-35-4-3-0-00-00  
454-35-4-2-0-00-00  
INDEX No 454-35-4-0-00-00

SURVEY FOR  
ALAN MCRAE

Skinner Land  
Survey Co. Inc.

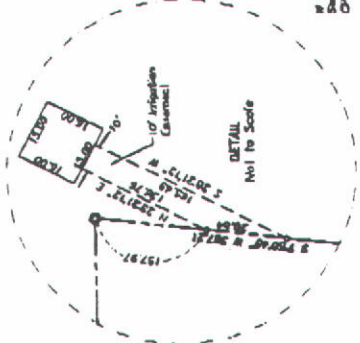
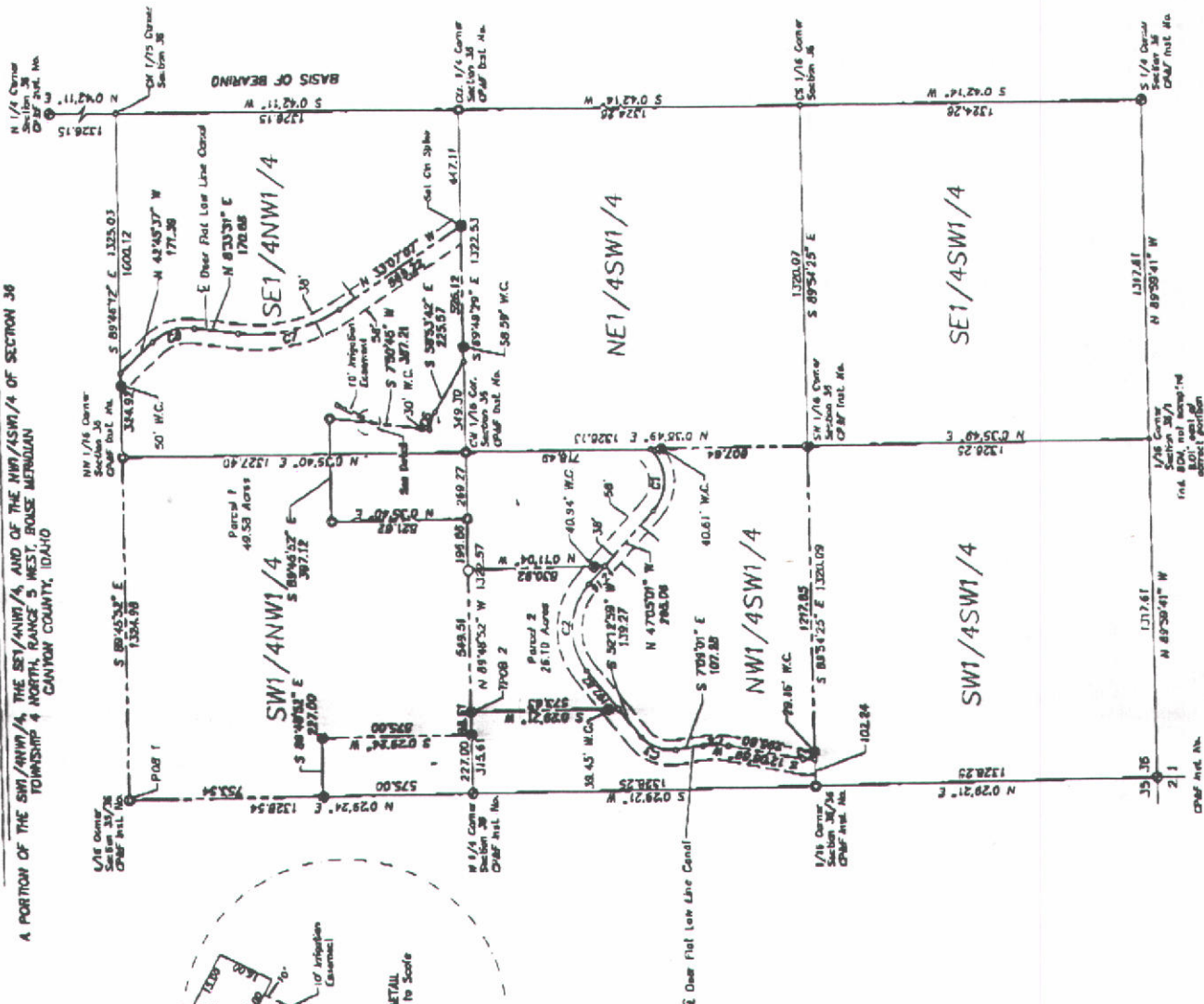
1901 E. Chicago, Suite C  
Owensboro, KY 40301  
(606) 434-0081

Drawn By: AMJ

Date: FEB. 8, 2000

Book:

Job No. JA1000



MICROFILMED  
JUL 15 2004

on 1-21-99  
by A.M.J.

BASI  
IDAHO S  
WES  
COORDINA  
COMBIN.

N 0°29'08" E  
1328.56

SW1/4NW1/4

N 0°35'40" E  
806.03



THIS MAP IS ATTACHED SOLELY FOR THE  
PURPOSE OF ASSISTING IN LOCATING THE  
LAND AND THE COMPANY ASSUMES NO  
LIABILITY FOR VARIATIONS, IF ANY

S 89°46'14" E  
248.38

S 89°46'14" E  
148.74

PARCEL 1  
1.126 Acres

PARCEL 2  
2.879 Acres

S 0°54'47" W 417.51

N 0°35'40" E 406.27

S 7°50'45" W  
387.21

30' W.C.

30' W.C.

34.34' W.C.

Deer Flat  
Low Line Canal

S 16°14'53" W  
41.18

30' W.C.

194.78

65.74

S 0°35'40" W  
115.07

Boehner Rd.

1061.98

W 1/4 Corner  
Section 36

N 89°49'21" W 1322.50

W 1/16 Corner  
Section 36

| NO | RA  |
|----|-----|
| C1 | 136 |
| C2 | 136 |
| C3 | 136 |

MICROFILMED

JUL 15 2004

1326.15  
S 0°42'11" W

SE1/4NW1/4

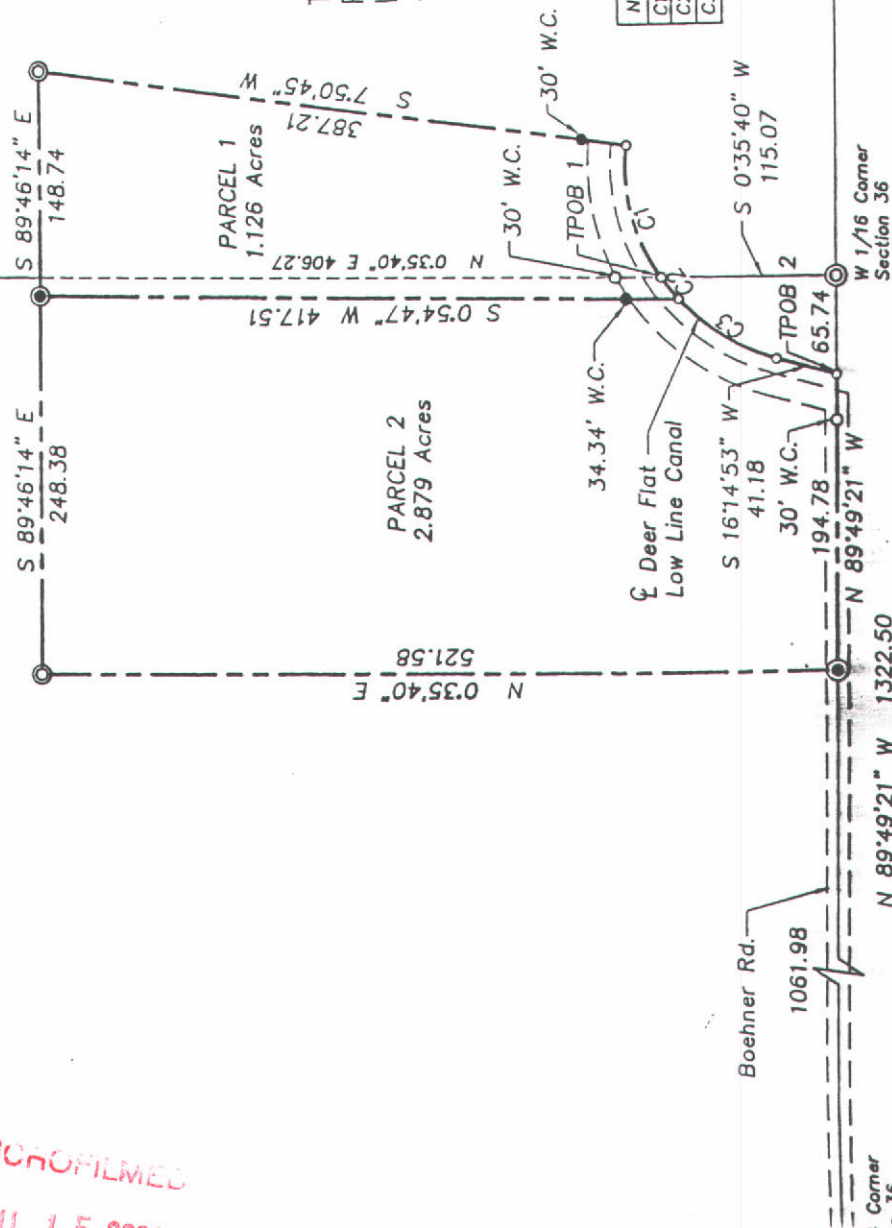
SW1/4NW1/4



THIS MAP IS ATTACHED SOLELY FOR THE  
PURPOSE OF ASSISTING IN LOCATING THE  
LAND AND THE COMPANY ASSUMES NO  
LIABILITY FOR ERRORS, E. EBY

CURVE TABLE

| NO | RADIUS | CENTRAL ANGLE | LENGTH | CHORD | CHD BEARING     |
|----|--------|---------------|--------|-------|-----------------|
| C1 | 136.12 | 38° 55' 07"   | 92.46  | 90.69 | S 75° 53' 12" W |
| C2 | 136.12 | 7° 44' 03"    | 18.38  | 18.36 | S 52° 33' 37" W |
| C3 | 136.12 | 32° 26' 42"   | 77.08  | 76.06 | S 32° 28' 14" W |



Frnd. 5/6  
& Alum.  
Cfr. 1/4  
Section

MICROFILMED  
JUL 15 2004

INSTRUMENT NO 835597

June 27, 1978

TO WHOM IT MAY CONCERN:

The Natural Springs water that originates on the portion of land know to be as section 16 township 4 north range 5 west. Owned by the said Edwin A. & Norma Ethington known to be husband and wife and having full control of the springs hereby under sign with a Notary Public stating that the springs shall not be tampered with by any or successors who may become a part of said water flow. Any and all successors agrees to use this water for mulity purpose use. But in NO WAY SHALL ANYONE STOP THE NATURAL FLOW OF WATER IN THIS STREAM. The water also crosses the property of Russell and Tracie Tackett or any successors which agree to the same conditions above stated. Anybody else that owns any portion of this property is also entitled to use of this water under the same agreement.

WITNESS their hands and seals.

Edwin A. Ethington Residing Homedale Ida. R-1  
Norma Ethington Residing Homedale Idaho  
Russell Tackett Residing Nampa ID 440  
Tracie Tackett Residing Nampa Idaho

The State of Idaho )  
                                ) ss.  
                                ) Carson County,

I Samuel E. Tackett, Notary Public for the aforesaid County, do certify that Edwin A. and Norma Ethington, husband and wife, and Russell and Tracie Tackett, also husband and wife, whose names are signed to the foregoing agreement, acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this Twenty-Eight day of June A. D. 1978.



Samuel E. Tackett  
Notary Public For State of Idaho.

MICROFILMED

JUL 15 2004

835597

JUN 30 12 25 PM '78

*C. Lint dep*

RECEIVED

AT THE REQUEST OF

*Russell Tackett*

*Misc*

*1.06*

GRANTOR

*Ettington, Edwin A*  
*et al*

GRANTEE

*Public*

RETURN TO

*Misc*

*Coventry*

MICROFILMED

III 15 2004

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

RECEIVED

APR 07 2004

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 a division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
|                       | <u>A63-22852</u>             |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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

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

*\$25 per Dan Nelson*

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.**

*(FOR BOTH SPRING LOCATION AND SPRING USE)*

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)

NORMA ETHINGTON

4. New Owner/Claimant(s)

BASIL TUPYI

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

New Mailing Address

24830 BOEHNER ROAD

City, State and ZIP Code

WILDER, IDAHO 83676

New Telephone Number

208 482-4362 or 208/386-5703 (day)

5. Date you acquired the property

FEBRUARY 2000

MICROFILMED

APR 15 2004

RECEIVED

APR 08 2004

Department of Water Resources

463-22858

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<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(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<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s) *Haril Juyy*  
(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.

|                            |                    |                            |            |
|----------------------------|--------------------|----------------------------|------------|
| <b>For Office Use Only</b> |                    |                            |            |
| Received by <u>CS</u>      | Date <u>4-7-04</u> | Fee <u>\$25-</u>           |            |
| Received by <u>CS</u>      | Date <u>4-7-04</u> | Receipt No. <u>W031493</u> |            |
| Processed by _____         | AJ Date _____      | WR _____                   | Date _____ |

MICROFILMED

JUL 15 2004

INSTRUMENT NO. 200005524

BS ut

\*\*RERECORDED TO CORRECT ERROR IN LEGAL DESCRIPTION\*\*

PC33049

200009255

## WARRANTY DEED

FOR VALUE RECEIVED Norma Ethington, Trustee of the Norma Ethington Trust under Trust Agreement dated April 5, 1992 and her Substitutes and Successors as Trustee thereunder

the Grantor, does hereby grant, bargain, sell and convey unto Basil Tupy and Lois M. Tupy, husband and wife

the Grantees, whose address is

37 So. Leroy Lane, Nampa, ID

the following described premises, to-wit:

83686

See attached Exhibit "A", which by this reference is made a part hereof and is comprised of one (1) page.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said 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 2000 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: February 11, 2000

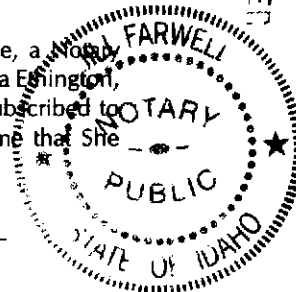
Norma Ethington  
Norma Ethington, Trustee

STATE OF IDAHO

COUNTY OF CANYON

On this 11th day of February in the year 2000, before me, a Notary Public, in and for the said State, personally appeared Norma Ethington, Trustee known to me to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that she executed the same as such Trustee.

Bill Farwell  
Notary Public  
Residing at Caldwell  
My commission expires 6/22/01



2000 FEB 15 PM 11 58

RECORDED

200005524

REQUEST PIONEER - CALDWELL  
TYPE Deed FEE 6.00

### PIONEER TITLE COMPANY OF CANYON COUNTY

100 10TH AVE SOUTH  
NAMPA, IDAHO 83651

423 SOUTH KIMBALL  
CALDWELL, ID 83605

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

MICROFILMED

APR 15 2004

Form No. 1402.92  
(10/17/92)  
ALTA Owner's Policy



RECEIVED

Department of Water Resources

# POLICY OF TITLE INSURANCE



PIONEER TITLE COMPANY  
Caldwell Office  
423 So. Kimball  
P. O. Box 610  
Caldwell, Idaho 83605-0610

ISSUED BY

## *First American Title Insurance Company*

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

*First American Title Insurance Company*

BY

*Gary L. Bennett*  
MICROFILMED  
APR 15 2004

PRESIDENT

ATTEST

*Mark A. Anderson*  
SECRETARY

This policy not valid unless countersigned  
by Pioneer Title Company.

J1185154

SCHEDULE A

Order No.: PC 33049  
Policy No.: J 1185154

Amount of Insurance: \$128,500.00  
Premium: \$ 642.00

Date of Policy: February 15, 2000 as of 11:58 a.m.

1. Name of Insured:

**BASIL TUPYI and LOIS M. TUPYI, husband and wife**

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:

**BASIL TUPYI and LOIS M. TUPYI, husband and wife**

4. The land referred to in this policy is described as follows:

**See attached Exhibit "A"**

MICROFILMED

JUL 15 2004

PC 33049

Exhibit "A"

A portion of the Southwest Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 36, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence

South 0° 29' 24" West along the West boundary of said Southwest Quarter of the Northwest Quarter a distance of 753.54 feet; thence

South 89° 48' 52" East parallel with the South boundary of said Southwest Quarter of the Northwest Quarter a distance of 227.00 feet; thence

South 0° 29' 24" West parallel with the West boundary of said Southwest Quarter of the Northwest Quarter a distance of 575.00 feet; thence

South 89° 48' 52" East along the South boundary of said Southwest Quarter of the Northwest Quarter a distance of 834.98 feet; thence

North 0° 35' 40" East parallel with the East boundary of said Southwest Quarter of the Northwest Quarter a distance of 521.62 feet; thence

South 89° 45' 52" East parallel with the North boundary of said Southwest Quarter of the Northwest Quarter a distance of 397.12 feet; thence

South 7° 50' 45" West a distance of 387.21 feet to the centerline of the Deer Flat Low Line Canal as it now exists; thence traversing said centerline as follows: along a curve to the right having a central angle of 25° 18' 10", a radius of 160.98 feet, an arc length of 71.09 feet, and a long chord which bears South 72° 01' 43" East a distance of 70.52 feet;

South 58° 53' 42" East a distance of 225.57 feet; thence leaving said centerline

South 89° 49' 29" East along the South boundary of said Southeast Quarter of the Northwest Quarter a distance of 526.12 feet to the centerline of said Deer Flat Low Line Canal; thence traversing said centerline as follows:

North 33° 07' 07" West a distance of 565.22 feet; along a curve to the right having a central angle of 41° 40' 37", a radius of 566.82 feet, an arc length of 412.30 feet, and a long chord which bears North 12° 16' 48" West a distance of 403.27 feet;

North 8° 33' 31" East a distance of 170.88 feet; along a curve to the left having a central angle of 51° 19' 12", a radius of 201.08 feet, an arc length of 180.11 feet, and a long chord which bears North 17° 06' 03" West a distance of 174.15 feet;

North 42° 45' 37" West a distance of 171.39 feet; thence

(continued)

MICROFILMED

North 89° 46' 12" West along the North boundary of said Southeast Quarter of the Northwest Quarter a distance of 324.92 feet; thence

North 89° 45' 52" West along the North boundary of said Southwest Quarter of the Northwest Quarter a distance of 1,324.98 feet to the POINT OF BEGINNING.

SUBJECT TO a canal easement along the Deer Flat Low Line Canal, a county road right-of-way along the South boundary.

MICROFILMED

**SCHEDULE B**

Order No.: PC 33049  
Policy No.: J 1185154

**EXCEPTIONS FROM COVERAGE**

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

**PART I  
SECTION I**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION 2**

1. General taxes for the year 2000, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
2. Liens and assessments of the Wilder Irrigation District, and the rights and powers of said district as by law provided. Paid current.
3. Rights of way for ditches, tunnels and telephone and transmission lines constructed by the authority of the United States, as granted to the United States under the provisions of Section 58-604, Idaho Code 1947.
4. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
5. Restrictions and conditions of Natural Spring Waters as set out in Document recorded June 30, 1978 as Instrument No. 835597, records of Canyon County, Idaho.

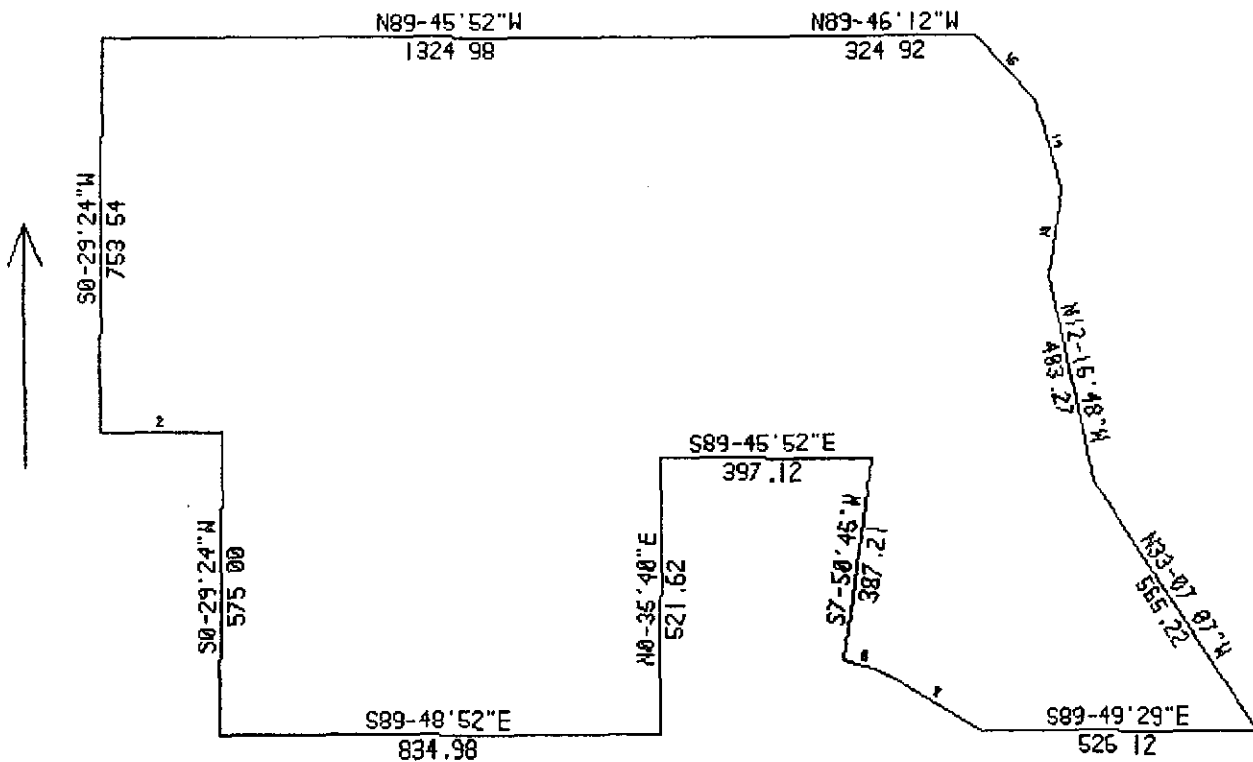
(continued)

MICROFILMED

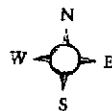
Policy No. J 1185154     11 5 2004  
Order No. PC 33049

6. Power Line Easement as granted to IDAHO POWER COMPANY, a corporation, by instrument recorded January 16, 1996 as Instrument No. 9601672, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system.
7. Well and Water Easement between NORMA ETHINGTON TRUST, NORMA ETHINGTON, Trustee, and DEON M. ETHINGTON and TONJA L. ETHINGTON, recorded February 14, 2000 as Instrument No. 200005423, records of Canyon County, Idaho. See copy attached.
8. A Mortgage to secure an indebtedness as shown below, and any other obligation secured thereby

Amount: \$82,000.00  
Dated: February 14, 2000  
Mortgagor: BASIL TUPYI and LOIS M. TUPYI, husband and wife  
Mortgagee: NORMA ETHINGTON, Trustee of the Norma Ethington Trust under Trust Agreement dated April 5, 1992 and her Substitutes and Successors as Trustee thereunder  
Recorded: February 15, 2000 as Instrument No. 200005525



Client: 33049PC



THIS MAP IS ATTACHED SOLELY FOR THE  
PURPOSE OF ASSISTING IN LOCATING THE  
LAND AND THE COMPANY ASSUMES NO  
LIABILITY FOR VARIATIONS, IF ANY

MICROSOFT

JUN 15 2004

## WELL AND WATER EASEMENT

THIS AGREEMENT, dated this 14<sup>th</sup> day of February, 2000, by and between the NORMA ETHINGTON TRUST, NORMA ETHINGTON, Trustee, hereinafter known as Grantor, and DEON M. ETHINGTON and TONJA L. ETHINGTON, of 24654 Boehner Road, Wilder, Canyon County, State of Idaho, 83676, hereinafter known as Grantees.

That there is located upon the real property of the Grantor, a description of which is marked Exhibit "A" attached hereto and by this reference incorporated herein as though in full verbatim, a free-flowing artesian spring which provides domestic water to the Grantees' real property, a description of which is marked Exhibit "B" attached hereto and by this reference incorporated herein as though in full verbatim. That this Agreement is executed to grant unto the Grantees water for the domestic use on Grantees' property. Said spring or "well" shall hereinafter be referred to as "the water system."

That said water system , together with all improvements, equipment and distribution lines is located upon the Grantor's property.

In consideration of the mutual benefits and other good and valuable consideration, the parties hereby mutually covenant and agree to the following:

1. Grantor, and to the extent applicable, Grantees, will not create or suffer the creation on their respective parcels, within

ONE HUNDRED (100) FEET of said well, or within such other distance as required by any local regulatory authority, any potential source of contamination, including but not limited to: cesspools, septic systems, drain fields, any type of garbage or any other consideration or thing which could be a source of contamination to said system. Excluded from this item are domestic animals or livestock which may graze around the said system.

2. Grantee shall be soley responsible for the construction and maintenance of a fence, to be no greater than TWENTY (20) FEET from said well, for the specific purpose of preventing livestock from access to the well.

3. Grantor does hereby grant and convey to the Grantees an easement over, across, under and through Grantor's real property for the purposes of ingress, egress, access and "working space" in order that the System can be maintained, operated, improved, inspected, tested, and any other operation necessary to maintain said system and permit the continual operation of the System. Said EASEMENT for maintenance is attached hereto as Exhibit "C" and by this reference incorporated herein as though in full verbatim.

4. Grantor does hereby grant and convey to the Grantees an easement of FIFTEEN (15) FEET around said Well for the purposes of ingress, egress, access and "working space" in order that the Well itself can be maintained, operated, improved, inspected, tested, and any other operation necessary to maintain said well and permit its continual operation. Said EASEMENT for maintenance to the Well

itself is attached hereto as Exhibit "D" and by this reference incorporated herein as though in full verbatim.

5. No party hereto, whether or not said party uses or needs to use the Well and System, shall suffer anything to impair or interfere with an adequate and continuous supply of potable water to each parcel served by the Well and System. No additional parcels or living units may be added to the System without first obtaining the express written consent of all parties to this Agreement, and without first obtaining any permits which may be required by any local regulatory authority.

6. Each party to this Agreement is to be solely responsible for their own individual equipment, improvements and distribution lines which are currently in place or which may be installed hereafter to guarantee the continual flow of water to their parcel.

7. The following is a list of items which are to be individually born by each party, including but not limited to:

- (a) Any individual pump, pressure tank, and any and all connections from the well to each individual's parcel:
- (b) Any and all testing or inspection costs which may be performed by a loan company or undertaken by an individual party solely for that individual's benefit.
- (c) Any maintenance, repair, replacement or improvements which are confined to an individual party's own parcel, including but not limited to corrections or repairs of an emergency nature occurring when a party's own parcel is occupied. Said party is required to act promptly in any such emergency.
- (d) All parties to this Agreement specifically acknowledge that the present PUMP and all equipment located in said WELL is the property of the Grantees.

8. Each party hereto shall promptly pay individual costs as the same become due and payable. Any and all such costs are the personal obligation of the Party which incurs them, and the applicable parcel of land shall be subject to lien or liens to secure payment thereof.

9. In the case on individual costs incurred by any non-paying party, and in the event of any other party actual or threatened liability or loss of use of the Well or System as a result of a non-paying party or parties, said party may make written demand on the non-paying party or parties, advising that, to the extent the non-paying party or parties fail to indemnify and hold harmless, the demanding party shall have the rights as set forth in Paragraph 8 above. In the event that any liens are perfected and or foreclosed upon a defaulting party according to the laws of the State of Idaho, the prevailing party shall be entitled to recover his or her costs and fees, including reasonable attorney's fees, and other costs or fees which may be awarded by any Court which has jurisdiction over the same.

10. In the event that the current well is unable to produce a flow of water capable of supplying all of the parties involved, it will be the sole and specific responsibility of each respective party to install a new well on their own respective parcels of real property. Once this becomes necessary, this Agreement shall terminate and all rights of the respective parties shall hereby terminate.

11. This Agreement shall automatically terminate at such time as the parcels of real estate are acceptably connected to a Public Water System. Regardless of this, this Agreement shall specifically continue in force to the extent necessary to perform its specific functions.

12. This Agreement shall benefit and enure the Heirs, successors and assigns of the parties hereto, and shall be recorded in the records of Canyon County, State of Idaho. The covenants contained herein shall run with the land and are binding on all who have or will acquire any right, title and interest in the above-described real property parcels, or any part thereof, and will incur to the benefit of each respective owner thereof.

13. No amendment to this Agreement shall be effective without the express written consent of all parties involved.

14. This Agreement is constructed according to the laws of the State of Idaho. Any portion hereof which may be found invalid shall not affect the validity of any other portion of the remainder. This Agreement shall be enforced to the fullest extent thereof to achieve the intentions and tenements specifically set forth herein.

**GRANTOR:**

  
NORMA ETHINGTON, TRUSTEE FOR:  
NORMA ETHINGTON TRUST

GRANTEES:

Deon M. Ethington  
DEON M. ETHINGTON

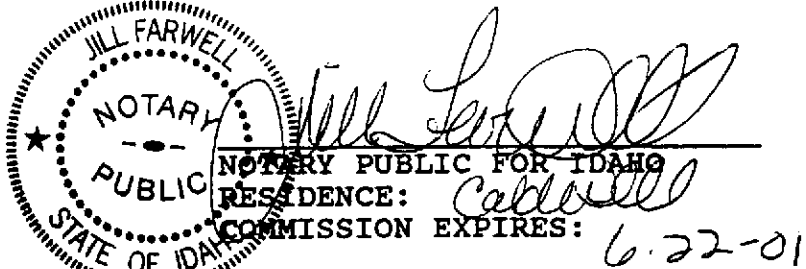
Tonja L. Ethington  
TONJA L. ETHINGTON

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 19th day of February, 2000, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared NORMA ETHINGTON, known or identified to me to be an officer of the NORMA ETHINGTON TRUST, and acknowledged to me that she executed this document on behalf of the NORMA ETHINGTON TRUST.

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

(SEAL)

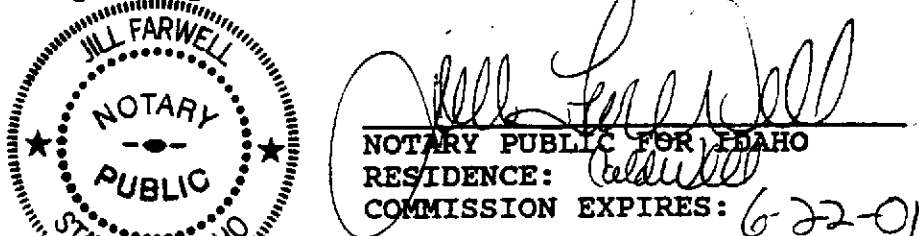


STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 19th day of February, 2000, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DEON M. ETHINGTON and TONJA L. ETHINGTON, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing Instrument, and acknowledged to me that they executed said document.

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

(SEAL)



WELL & WATER EASEMENT



Greg L. Skinner, PLS

EXHIBIT "A"  
(p.1 of 2)

February 8, 2000

Description for  
Norm Ethington  
Job No. JA1000

Parcel 1

This parcel is a portion of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 36, Township 4 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

**BEGINNING** at the northwest corner of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ;

thence South  $0^{\circ} 29' 24''$  West along the west boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 753.54 feet;

thence South  $89^{\circ} 48' 52''$  East parallel with the south boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 227.00 feet;

thence South  $0^{\circ} 29' 24''$  West parallel with the west boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 575.00 feet;

thence South  $89^{\circ} 48' 52''$  East along the south boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 834.98 feet;

thence North  $0^{\circ} 35' 40''$  East parallel with the east boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 521.62 feet;

thence South  $89^{\circ} 45' 52''$  East parallel with the north boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 397.12 feet;

thence South  $7^{\circ} 50' 45''$  West a distance of 387.21 feet to the centerline of the Deer Flat Low Line Canal as it now exists;

thence traversing said centerline as follows:

along a curve to the right having a central angle of  $25^{\circ} 18' 10''$ , a radius of 160.98 feet, an arc length of 71.09 feet, and a long chord which bears South  $72^{\circ} 01' 43''$  East a distance of 70.52 feet;

MICHAEL J. SKINNER

JUL 9 5 2004

Ethington Legal Description  
Parcel 1, Page 2 of 2

EXHIBIT "A"  
(p. 2 of 2)

South 58° 53' 42" East a distance of 225.57 feet;

thence leaving said centerline South 89° 49' 29" East along the south boundary of said SE ¼ NW ¼ a distance of 526.12 feet to the centerline of said Deer Flat Low Line Canal;

thence traversing said centerline as follows:

North 33° 07' 07" West a distance of 565.22 feet;

along a curve to the right having a central angle of 41° 40' 37", a radius of 566.82 feet, an arc length of 412.30 feet, and a long chord which bears North 12° 16' 48" West a distance of 403.27 feet;

North 8° 33' 31" East a distance of 170.88 feet;

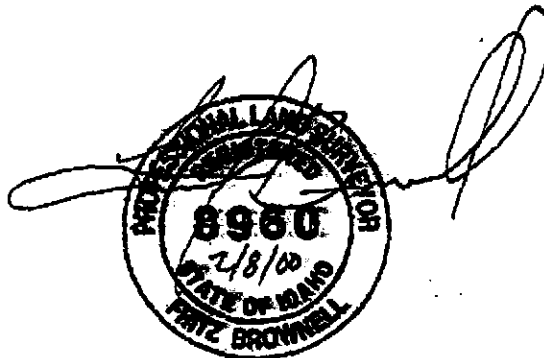
along a curve to the left having a central angle of 51° 19' 12", a radius of 201.08 feet, an arc length of 180.11 feet, and a long chord which bears North 17° 06' 03" West a distance of 174.15 feet;

North 42° 45' 37" West a distance of 171.39 feet;

thence North 89° 46' 12" West along the north boundary of said SE ¼ NW ¼ a distance of 324.92 feet;

thence North 89° 45' 52" West along the north boundary of said SW ¼ NW ¼ a distance of 1324.98 feet to the POINT OF BEGINNING.

This parcel contains 49.58 acres, more or less, and is subject to a canal easement along the Deer Flat Low Line Canal, a county road right-of-way along the south boundary and to all other easements and rights-of-way of record or implied.



MICROFILMED

JUL 15 2004

EXHIBIT "B"

A portion of the Southeast Quarter of the Northwest Quarter and of the Southwest Quarter of the Northwest Quarter of Section 36, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence

North 0° 35' 40" East along the West boundary of said Southeast Quarter of the Northwest Quarter a distance of 115.07 feet to a point in the centerline of the Deer Flat Low Line Canal, which point is the TRUE POINT OF BEGINNING; thence

Southwesterly following said centerline 18.38 feet along the arc of a curve to the left having a central angle of 7° 44' 03", a radius of 136.12 feet and a long chord which bears South 52° 33' 37" West a distance of 18.36 feet; thence

North 0° 54' 47" East a distance of 417.51 feet; thence

South 89° 46' 14" East a distance of 148.74 feet; thence

South 7° 50' 45" West a distance of 387.21 feet to a point in said centerline of said Deer Flat Canal; thence

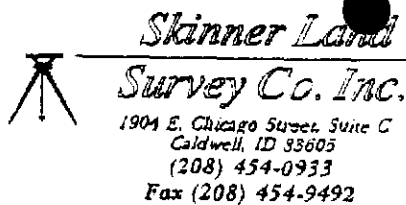
Southwesterly 92.46 feet following said centerline along the arc of a curve to the left having a central angle of 38° 55' 07", a radius of 136.12 feet and a long chord which bears South 75° 53' 12" West a distance of 90.69 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a county road right-of-way along the Southerly boundary adjacent to the said canal.

MICROFILMED

JUL 8 5 2004

EXHIBIT B



Greg L. Skinner, PLS

EXHIBIT "C"

February 8, 2000

Description for  
Deon Ethington  
Job No. JA2000

**10-foot Underground Waterline Easement No. 1**

This easement is a portion of the SE ¼ NW ¼ of Section 36, Township 4 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the southwest corner of said SE ¼ NW ¼;

thence North 0° 35' 40" East along the west boundary of said SE ¼ NW ¼ a distance of 488.33 feet;

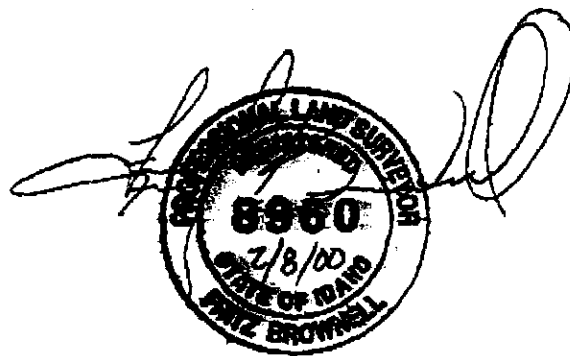
thence South 89° 24' 20" East a distance of 181.22 feet to the **TRUE POINT OF BEGINNING**;

thence South 61° 38' 58" East a distance of 10.00 feet;

thence South 28° 21' 12" West a distance of 165.49 feet to a point on the easterly boundary of Parcel 1 as described in Record of Survey Instrument No. 9903059 on file in the Office of the Recorder of Canyon County, Idaho;

thence North 7° 50' 45" East along the easterly boundary of said Parcel 1 a distance of 28.54 feet;

thence North 28° 21' 12" East a distance of 138.76 feet to the **TRUE POINT OF BEGINNING**.



MICHAEL BROWNELL

JUL 15 2004



Greg L. Skinner, PLS

## EXHIBIT "D"

February 8, 2000

Description for  
Deon Ethington  
Job No. JA2000

## Well Easement

This easement is a portion of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 36, Township 4 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the southwest corner of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ;

thence North  $0^{\circ} 35' 40''$  East along the west boundary of said SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 489.49 feet;

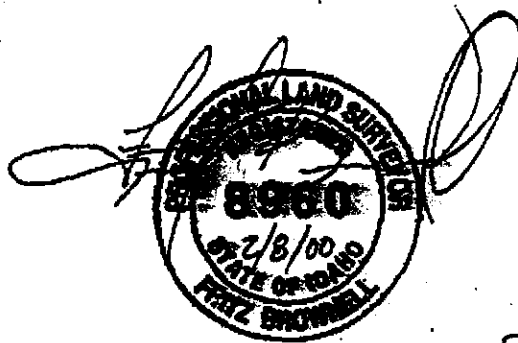
thence South  $89^{\circ} 24' 20''$  East a distance of 179.01 feet to the TRUE POINT OF BEGINNING;

thence North  $28^{\circ} 21' 12''$  East a distance of 15.00 feet;

thence South  $61^{\circ} 38' 58''$  East a distance of 15.00 feet;

thence South  $28^{\circ} 21' 12''$  West a distance of 15.00 feet;

thence North  $61^{\circ} 38' 58''$  West a distance of 15.00 feet to the TRUE POINT OF BEGINNING.



REQUEST PIONEER - CALDWELL  
TYPE & amount FEE 33.00

G NOEL HALES  
CANYON COUNTY RECORDER  
BY *Jude A. Hales*

00 FEB 14 PM 4 49

RECORDED

200005423

MICROFILM

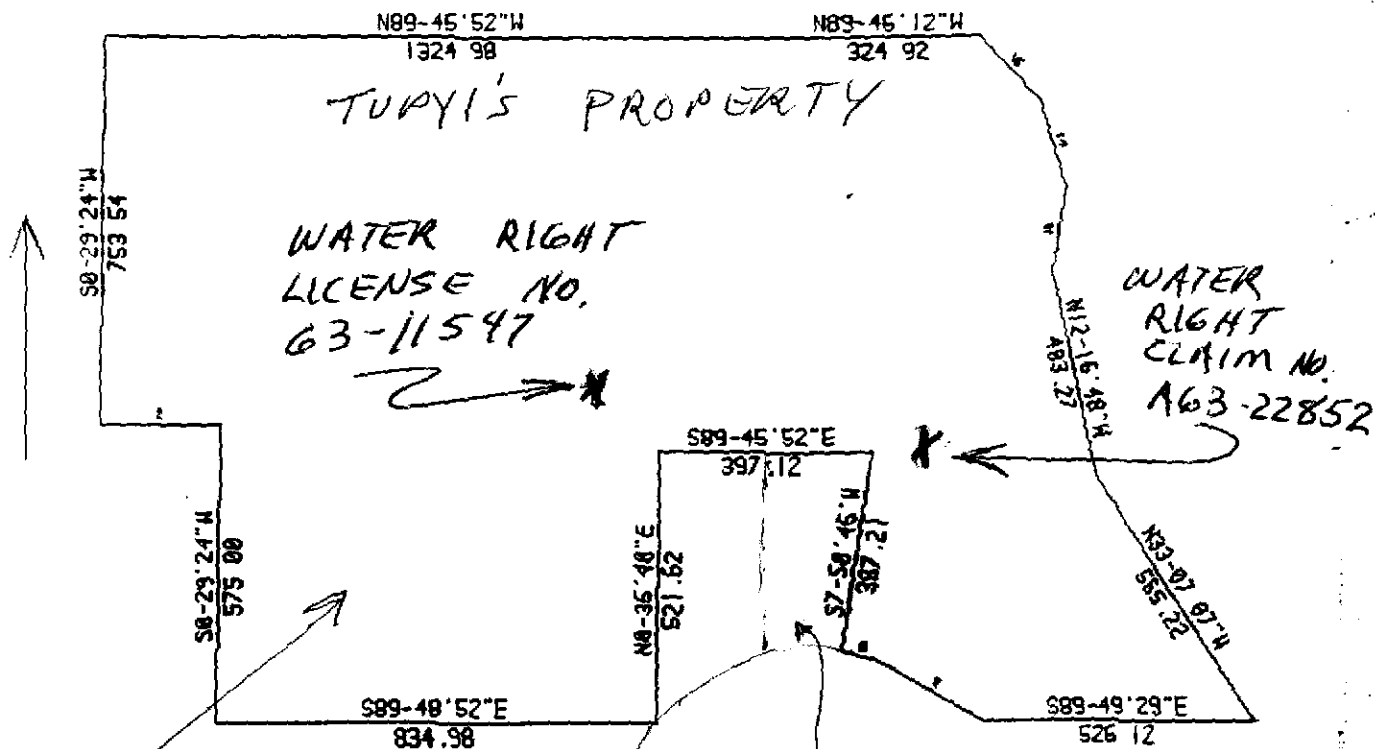
JUL 15 2004

# WATER RIGHT LOCATION MAP

RECEIVED

APR 07 2004

Department of Water Resources



DIVERSION LOCATION

Client: 33849PC



THIS MAP IS ATTACHED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY

MICROFILMED

JUL 9 5 2004

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

RECEIVED

APR 08 2004

Department of Water Resources

SW1/4NW1/4

PROPERTY

SE1/4NW1/4

SPRING

LOCATION

DIVERSION

WATER RIGHT

CLAIM A63-22852

CATTLE WATERING

AND GARDENING/PEASANT USE

GENE  
HOFFMAN  
PROPERTY

PARCEL 2  
2.879 Acres

CATTLE  
WATERING  
PARCEL 1  
1.126 Acres

PEASANT  
USE

THIS MAP IS ATTACHED SOLELY FOR THE  
PURPOSE OF ASSISTING IN LOCATING THE  
LAND AND THE COMPANY ASSUMES NO  
LIABILITY FOR VIOLATIONS, IF ANY



CURVE TABLE

| NO | RADIUS | CENTRAL ANGLE | LENGTH | CHORD | CHD BEARING     |
|----|--------|---------------|--------|-------|-----------------|
| C1 | 136.12 | 38° 55' 07"   | 92.46  | 90.69 | S 75° 53' 12" W |
| C2 | 136.12 | 7° 44' 03"    | 18.38  | 18.36 | S 52° 33' 37" W |
| C3 | 136.12 | 32° 26' 42"   | 77.08  | 76.06 | S 32° 28' 14" W |

Corner  
n 36

N 89°49'21" W 1322.50

W 1/16 Corner  
Section 36

N 89°49'29" W

Find 5/8 Re  
& Alum. Cap  
Ctr. 1/4 Cor  
Section 36

Boehner Rd.  
1061.98

N 0°35'40" E  
521.58

S 89°46'14" E  
248.38

S 0°54'47" W 417.51

N 0°35'40" E 406.27

S 89°46'14" E  
148.74

N 0°35'40" E  
115.07

S 16°14'53" W  
41.18

30' W.C.

34.34' W.C.

30' W.C.

30' W.C.

1322.53

1326.15

S 0°42'11" W



SW

POD/POLL

SW, SE, NEU  
Sec. 36

T4N

T3N

A63-22852

07 508 509000E 116° 52' 30" 43° 37' 30"

MICROFILMED

JUL 15 2004

MICROFILMED

SEP 08 1992

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

PIONEER TITLE COMPANY  
OF CANYON COUNTY  
423 S. KIMBALL AVE.  
P. O. BOX 610  
CALDWELL, IDAHO 83606-0610  
(208) 459-1651

RECEIVED

APR 08 2004

Department of Water Resources

BASIL & LOIS TUPYI  
37 S. LEROY LANE  
NAMPA, ID 83687

Escrow No. PC34446  
RE: ETHINGTON/TUPYI  
Date: June 23, 2000

In Connection with the above numbered Escrow, we enclose the following:

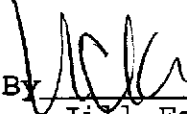
- (X) ORIGINAL Deed recorded 6-19-00 Instrument No. 200021556
- () Title Insurance Policy TO FOLLOW!!
- () Copies of Executed Closing Documents
- () Our check # in the sum of \$

**Remember to take your deed to the Canyon County Assessors to file for your Homeowners Exemption, if this is your principal residence.**

Contact the County Treasurer (454-7354) the first of December for your tax bill for 2000.

Yours very truly,

PIONEER TITLE COMPANY  
OF CANYON COUNTY

By   
Jill Farwell

MICROFILMED  
JUL 13 2004

PC34446

## WARRANTY DEED

21  
FOR VALUE RECEIVED Deon M. Ethington and Tonja L. Ethington,  
husband and wife

the Grantors, do hereby grant, bargain, sell and convey unto BASIL TUPYI and LOIS TUPYI,  
husband and wife

the Grantees, whose address is 37 So. Leroy Lane, Nampa, ID 83687

the following described premises, to-wit:

See attached Exhibit "A", which by this reference is made a part  
hereof and is comprised of one (1) page.

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 2000 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: June 14, 2000

*Deon M. Ethington*  
Deon M. Ethington

*Tonja L. Ethington*  
Tonja L. Ethington

STATE OF VA

COUNTY OF Frederick

On this 14th day of June in the year 2000, before me, a Notary Public,  
personally appeared Deon M. Ethington and Tonja L. Ethington known  
or identified to me to be the persons whose names subscribed to the  
within instrument, and acknowledged to me that they executed the  
same.

*Ronda K. Gross*

Notary Public

Residing at VA

My commission expires June 30, 2002

PIONEER TITLE COMPANY  
OF CANYON COUNTY

100 10TH AVE SOUTH  
NAMPA, IDAHO 83651

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

610 SOUTH KIMBALL  
CALDWELL, ID 83605

# RECORD OF SURVEY

A PORTION OF THE SW1/4NW1/4, THE SE1/4NW1/4, AND OF THE NW1/4SW1/4 OF SECTION 36  
TOWNSHIP 9 NORTH, RANGE 5 WEST, BOISE MERIDIAN  
CANYON COUNTY, IDAHO

CURVE TABLE

| CHORD BEARS | CHORD DIST | CHORD BEARS | CHORD DIST |
|-------------|------------|-------------|------------|
| 10          | 10.0000    | 10          | 10.0000    |
| 20          | 19.9471    | 20          | 19.9471    |
| 30          | 29.8438    | 30          | 29.8438    |
| 40          | 39.6901    | 40          | 39.6901    |
| 50          | 49.4859    | 50          | 49.4859    |
| 60          | 59.2312    | 60          | 59.2312    |
| 70          | 68.9261    | 70          | 68.9261    |
| 80          | 78.5705    | 80          | 78.5705    |
| 90          | 88.1644    | 90          | 88.1644    |
| 100         | 97.7078    | 100         | 97.7078    |
| 110         | 107.1997   | 110         | 107.1997   |
| 120         | 116.6391   | 120         | 116.6391   |
| 130         | 126.0260   | 130         | 126.0260   |
| 140         | 135.3594   | 140         | 135.3594   |
| 150         | 144.6383   | 150         | 144.6383   |
| 160         | 153.8617   | 160         | 153.8617   |
| 170         | 163.0296   | 170         | 163.0296   |
| 180         | 172.1410   | 180         | 172.1410   |
| 190         | 181.1959   | 190         | 181.1959   |
| 200         | 190.1933   | 200         | 190.1933   |

SCALE: 1" = 300'

BASIS OF BEARING:  
R.O.S. Incl. No. 952791

## LEGEND

- BRASS CAP MONUMENT - FOUND
- 5/8" REBAR - FOUND
- 5/8" x 30" REBAR - SET
- 1/2" REBAR - FOUND
- 1/2" x 24" REBAR - SET
- PK NAIL & BRASS WASHER
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- W.C. WITNESS CORNER
- ( ) DATA OF RETURN

## CERTIFICATION

I, ALAN MCRAE, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that the foregoing has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Reestablishment Act, Idaho Code 55-1001 through 55-1012.



484-16-4-3-0-00-00  
484-16-4-3-0-00-00  
484-16-4-3-0-00-00

ALAN MCRAE

Stinner Land  
Survey Co. Inc.

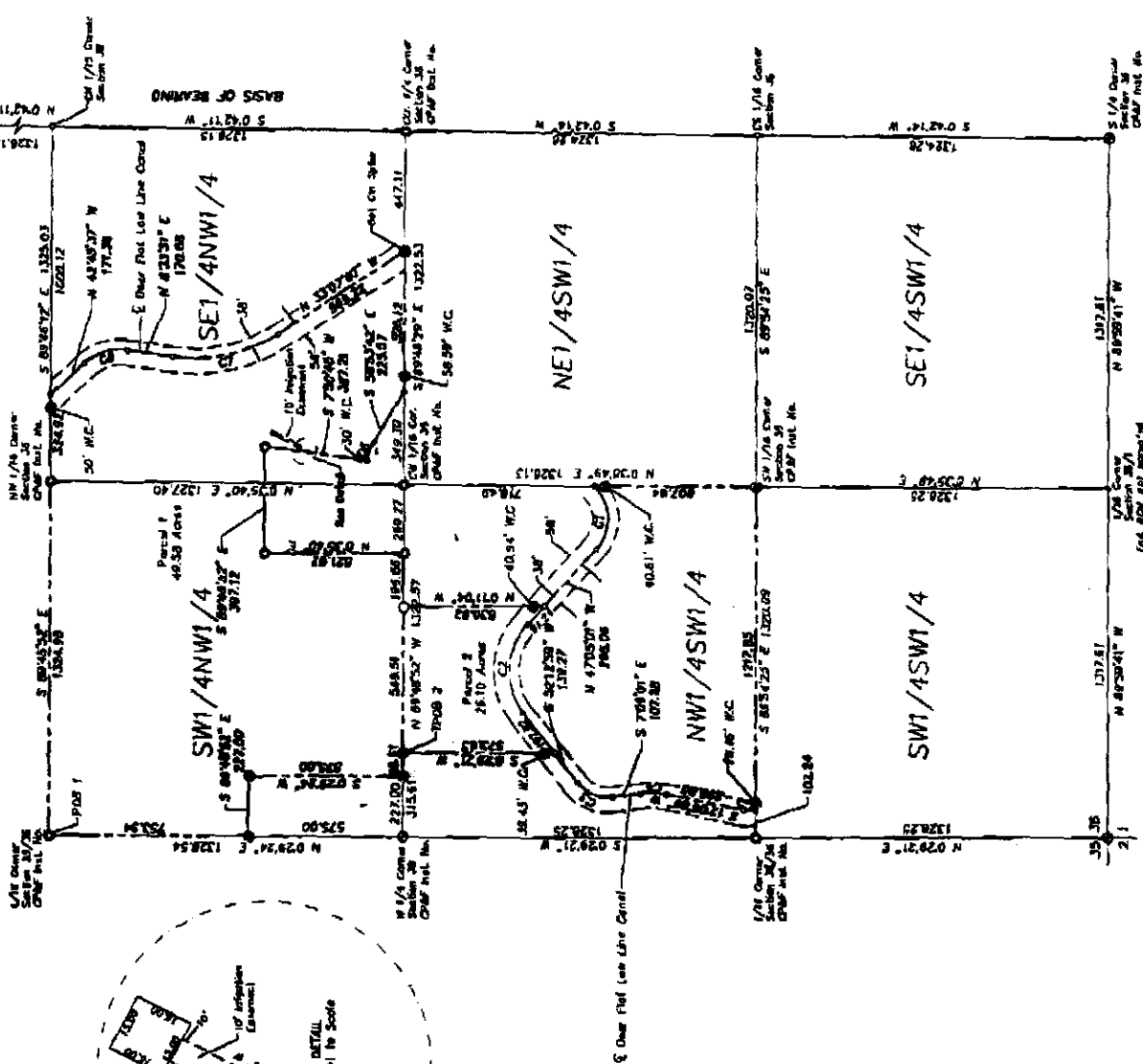
100 E. CHASE AVE. C  
BOISE, IDAHO 83702-1000

Drawn BY: AMJ

Date: FEB. 9, 2000

Book:

Job No. JH1000



MICROFILMED  
JUL 15 2004

Form No. 1402.92  
(10/17/92)  
ALTA Owner's Policy



# POLICY OF TITLE INSURANCE



ISSUED BY

***First American Title Insurance Company***

PIONEER TITLE COMPANY  
Caldwell Office  
610 So. Kimball  
P. O. Box 610  
Caldwell, Idaho 83605-0610

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.

RECEIVED

APR 07 2004

WATER RESOURCES  
WESTERN REGION

***First American Title Insurance Company***

BY

*Gary L. Kenneth*

PRESIDENT

ATTEST

*Mark A. Anderson*

SECRETARY

*Annalisa C. Little*

J1209960

This policy not valid unless countersigned  
by Pioneer Title Company.

APR 15 2004

**SCHEDULE A**

Order No.: **PC 34446**  
Policy No.: **J 1209960**

Amount of Insurance: **\$18,000.00**  
Premium: **\$ 198.00**

Date of Policy: **June 19, 2000 as of 4:25 p.m.**

1. Name of Insured:  
**BASIL TUPYI and LOIS TUPYI, husband and wife**
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:  
**BASIL TUPYI and LOIS TUPYI, husband and wife**
4. The land referred to in this policy is described as follows:  
**See attached Exhibit "A"**

Policy No. **J 1209960**  
Order No. **PC 34446**

**MICROFILMED**

**1**

**15 2004**

PC 34446

Exhibit "A"

A portion of the Southeast Quarter of the Northwest Quarter and of the Southwest Quarter of the Northwest Quarter of Section 36, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence

North 0° 35' 40" East along the West boundary of said Southeast Quarter of the Northwest Quarter a distance of 115.07 feet to a point in the centerline of the Deer Flat Low Line Canal, which point is the TRUE POINT OF BEGINNING; thence

Southwesterly following said centerline 18.38 feet along the arc of a curve to the left having a central angle of 7° 44' 03", a radius of 136.12 feet and a long chord which bears South 52° 33' 37" West a distance of 18.36 feet; thence

North 0° 54' 47" East a distance of 417.51 feet; thence

South 89° 46' 14" East a distance of 148.74 feet; thence

South 7° 50' 45" West a distance of 387.21 feet to a point in said centerline of said Deer Flat Canal; thence

Southwesterly 92.46 feet following said centerline along the arc of a curve to the left having a central angle of 38° 55' 07", a radius of 136.12 feet and a long chord which bears South 75° 53' 12" West a distance of 90.69 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a county road right-of-way along the Southerly boundary adjacent to the said canal.

Policy No. J 1209960

Order No. PC 34446

MICROFILMED

2

JUN 15 2004

**SCHEDULE B**

Order No.: PC 34446  
Policy No.: J 1209960

**EXCEPTIONS FROM COVERAGE**

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

**PART I  
SECTION 1**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION 2**

1. General taxes for the year 2000, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
2. Liens and assessments of the Wilder Irrigation District, and the rights and powers of said district as by law provided. Paid current.
3. Rights of way for ditches, tunnels and telephone and transmission lines constructed by the authority of the United States, as granted to the United States under the provisions of Section 58-604, Idaho Code 1947.
4. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
5. Restrictions and conditions of Natural Spring Waters as set out in Document recorded June 30, 1978 as Instrument No. 835597, records of Canyon County, Idaho.

(continued)

Policy No. J 1209960  
Order No. PC 34446

MICROFILMED

3

JUL 15 2004

6. Right of Way for Deer Flat Low Line Canal and Boehner Road.
7. Well and Water Easement between the NORMA ETHINGTON TRUST, NORMA ETHINGTON, Trustee and DEON M. ETHINGTON and TONJA L. ETHINGTON, recorded February 14, 2000 as Instrument No. 200005423, records of Canyon County, Idaho. See copy attached.

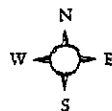
Policy No. J 1209960  
Order No. PC 34446

MICROFILMED  
JUL 15 2004

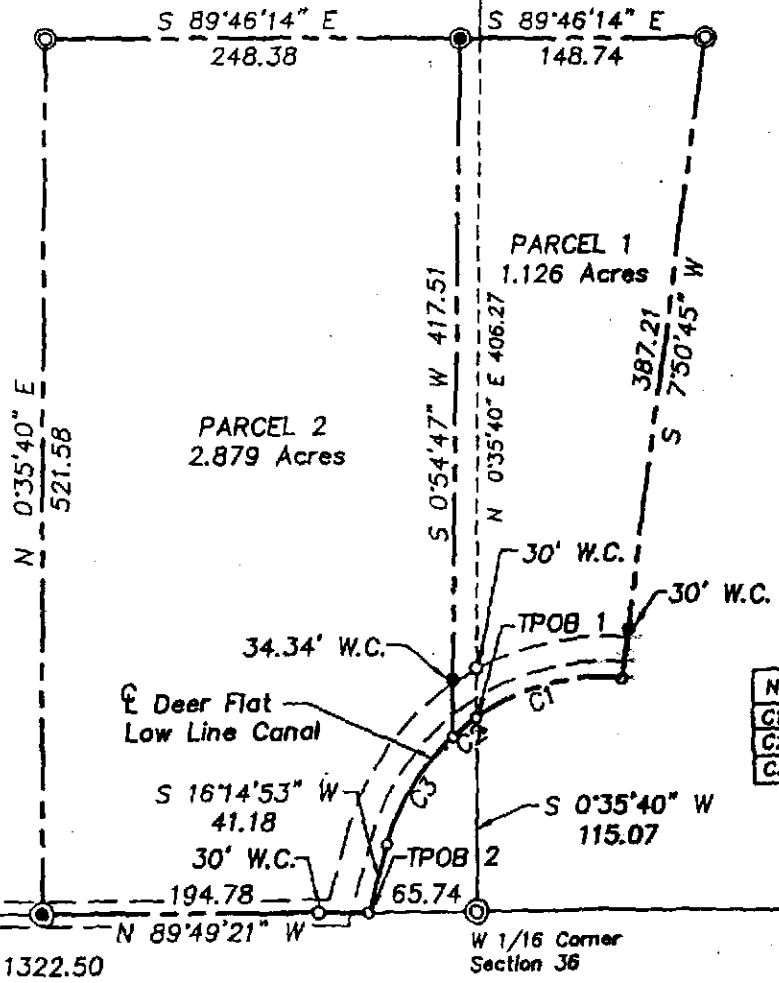
SW1/4NW1/4

N 0°29'08" E  
1328.56

N 0°35'40" E  
806.03



THIS MAP IS ATTACHED SOLELY FOR THE  
PURPOSE OF ASSISTING IN LOCATING THE  
LAND AND THE COMPANY ASSUMES NO  
LIABILITY FOR VARIATIONS, IF ANY

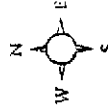


MICROFILMED

JUN 13 2004

SE1/4NW1/4

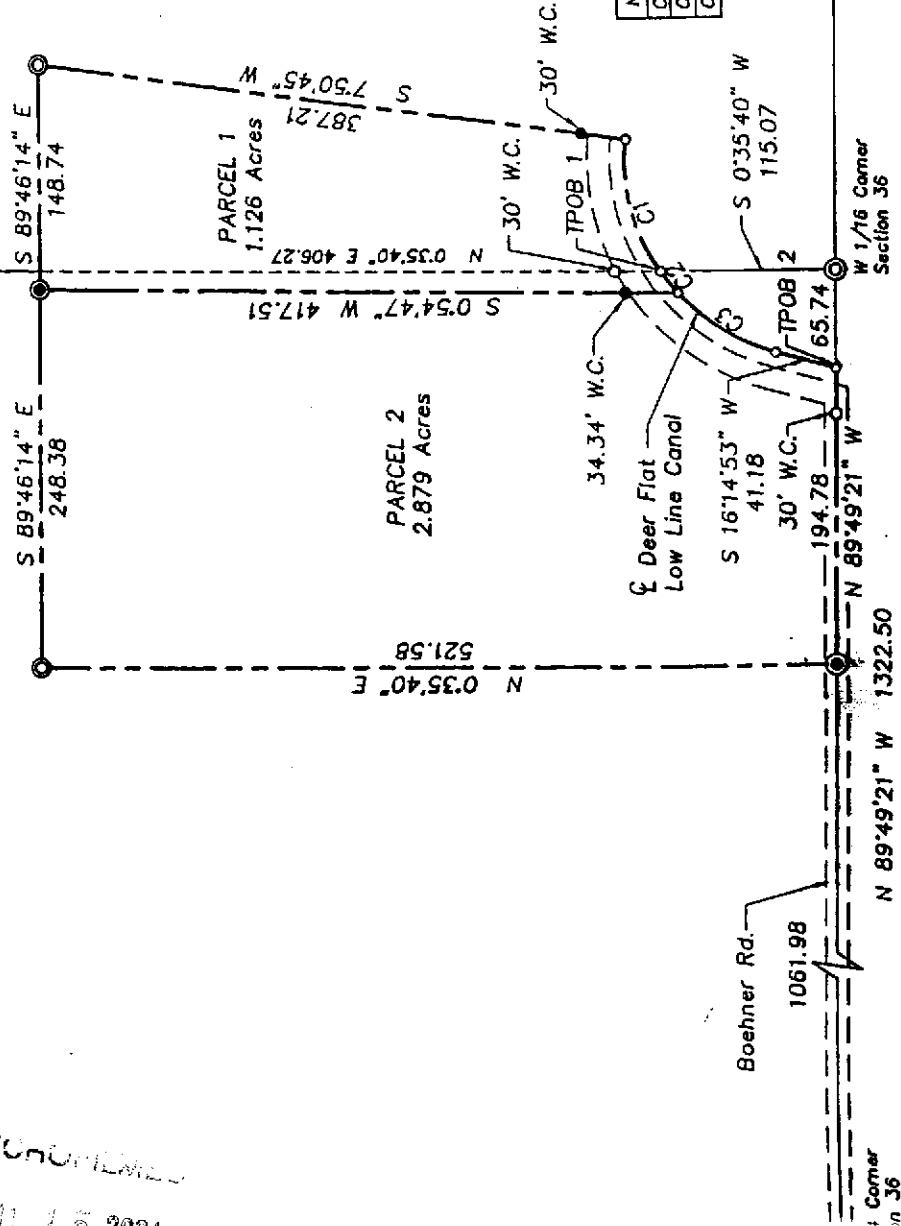
SW1/4NW1/4



THIS MAP IS ATTACHED SOLELY FOR THE  
PURPOSE OF ASSISTING IN LOCATING THE  
LAND AND THE COMPANY ASSUMES NO  
LIABILITY FOR VARIATIONS, ETC.

CURVE TABLE

| NO | RADIUS | CENTRAL ANGLE | LENGTH | CHORD | CHD BEARING     |
|----|--------|---------------|--------|-------|-----------------|
| C1 | 136.12 | 38° 55' 07"   | 92.46  | 90.69 | S 75° 53' 12" W |
| C2 | 136.12 | 7° 44' 03"    | 18.38  | 18.36 | S 52° 33' 37" W |
| C3 | 136.12 | 32° 26' 42"   | 77.08  | 76.06 | S 32° 28' 14" W |



Fnd. 5/  
& Alum.  
Ctr. 1/  
Section

MICROFILMED  
JUL 15 2004

INSTRUMENT NO 835597

June 27, 1978

TO WHOM IT MAY CONCERN:

The Natural Springs water that originates on the portion of land know to be as section 16 Township 1 north range 5 west. Owned by the said Edwin A. & Norma Ethington known to be husband and wife and having full control of the springs hereby under sign with a Notary Public stating that the springs shall not be tampered with by any or successors who may become a part of said water flow. Any and all successors agrees to use this water for mulity purpose use. But in NO WAY SHALL ANYONE STOP THE NATURAL FLOW OF WATER IN THIS STREAM. The water also crosses the property of Russell and Tracie Tackett or any successors which agree to the same conditions above stated. Anybody else that owns any portion of this property is also entitled to use of this water under the same agreement.

WITNESS their hands and seals.

Edwin A. Ethington Residing Homedale Ida. R-1  
Norma Ethington Residing Homedale Idaho  
Russell Tackett Residing Nampa ID 440  
Tracie Tackett Residing Nampa Idaho

The State of Idaho }  
Chamon County, } ss.

I, Henry E. Tackett, Notary Public for the aforesaid County, do certify that Edwin A. and Norma Ethington, husband and wife, and Russell and Tracie Tackett, also husband and wife, whose names are signed to the foregoing agreement, acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this Twenty-Eight day of June A. D. 1978.

Henry E. Tackett  
Notary Public For State of Idaho.

MICROFILMED

835597

JUN 30 12 25 PM '78

*C. Lint dep*

RECORDED

AT THE REQUEST OF

*Russell Tackett*

*Misc*

*1.00*

GRANTOR

*Ettington, Edwin A*  
*et al*

GRANTEE

*Public*

RETURN TO

*Misc*

*Coventry*

MICROFILMED

1978 1 5 2004

# WELL AND WATER EASEMENT

THIS AGREEMENT, dated this 14th day of February, 2000, by and between the NORMA ETHINGTON TRUST, NORMA ETHINGTON, Trustee, hereinafter known as Grantor, and DEON M. ETHINGTON and TONJA L. ETHINGTON, of 24654 Boehner Road, Wilder, Canyon County, State of Idaho, 83676, hereinafter known as Grantees.

That there is located upon the real property of the Grantor, a description of which is marked Exhibit "A" attached hereto and by this reference incorporated herein as though in full verbatim, a free-flowing artesian spring which provides domestic water to the Grantees' real property, a description of which is marked Exhibit "B" attached hereto and by this reference incorporated herein as though in full verbatim. That this Agreement is executed to grant unto the Grantees water for the domestic use on Grantees' property. Said spring or "well" shall hereinafter be referred to as "the water system."

That said water system , together with all improvements, equipment and distribution lines is located upon the Grantor's property.

In consideration of the mutual benefits and other good and valuable consideration, the parties hereby mutually covenant and agree to the following:

1. Grantor, and to the extent applicable, Grantees, will not create or suffer the creation on their respective parcels, within

*[Handwritten signature]*  
*[Handwritten date]*

ONE HUNDRED (100) FEET of said well, or within such other distance as required by any local regulatory authority, any potential source of contamination, including but not limited to: cesspools, septic systems, drain fields, any type of garbage or any other consideration or thing which could be a source of contamination to said system. Excluded from this item are domestic animals or livestock which may graze around the said system.

2. Grantee shall be soley responsible for the construction and maintenance of a fence, to be no greater than TWENTY (20) FEET from said well, for the specific purpose of preventing livestock from access to the well.

3. Grantor does hereby grant and convey to the Grantees an easement over, across, under and through Grantor's real property for the purposes of ingress, egress, access and "working space" in order that the System can be maintained, operated, improved, inspected, tested, and any other operation necessary to maintain said system and permit the continual operation of the System. Said EASEMENT for maintenance is attached hereto as Exhibit "C" and by this reference incorporated herein as though in full verbatim.

4. Grantor does hereby grant and convey to the Grantees an easement of FIFTEEN (15) FEET around said Well for the purposes of ingress, egress, access and "working space" in order that the Well itself can be maintained, operated, improved, inspected, tested, and any other operation necessary to maintain said well and permit its continual operation. Said EASEMENT for maintenance to the Well

itself is attached hereto as Exhibit "D" and by this reference incorporated herein as though in full verbatim.

5. No party hereto, whether or not said party uses or needs to use the Well and System, shall suffer anything to impair or interfere with an adequate and continuous supply of potable water to each parcel served by the Well and System. No additional parcels or living units may be added to the System without first obtaining the express written consent of all parties to this Agreement, and without first obtaining any permits which may be required by any local regulatory authority.

6. Each party to this Agreement is to be solely responsible for their own individual equipment, improvements and distribution lines which are currently in place or which may be installed hereafter to guarantee the continual flow of water to their parcel.

7. The following is a list of items which are to be individually born by each party, including but not limited to:

- (a) Any individual pump, pressure tank, and any and all connections from the well to each individual's parcel:
- (b) Any and all testing or inspection costs which may be performed by a loan company or undertaken by an individual party solely for that individual's benefit.
- (c) Any maintenance, repair, replacement or improvements which are confined to an individual party's own parcel, including but not limited to corrections or repairs of an emergency nature occurring when a party's own parcel is occupied. Said party is required to act promptly in any such emergency.
- (d) All parties to this Agreement specifically acknowledge that the present PUMP and all equipment located in said WELL is the property of the Grantees.

ENDORSEMENT

11/1/84

8. Each party hereto shall promptly pay individual costs as the same become due and payable. Any and all such costs are the personal obligation of the Party which incurs them, and the applicable parcel of land shall be subject to lien or liens to secure payment thereof.

9. In the case on individual costs incurred by any non-paying party, and in the event of any other party actual or threatened liability or loss of use of the Well or System as a result of a non-paying party or parties, said party may make written demand on the non-paying party or parties, advising that, to the extent the non-paying party or parties fail to indemnify and hold harmless, the demanding party shall have the rights as set forth in Paragraph 8 above. In the event that any liens are perfected and or foreclosed upon a defaulting party according to the laws of the State of Idaho, the prevailing party shall be entitled to recover his or her costs and fees, including reasonable attorney's fees, and other costs or fees which may be awarded by any Court which has jurisdiction over the same.

10. In the event that the current well is unable to produce a flow of water capable of supplying all of the parties involved, it will be the sole and specific responsibility of each respective party to install a new well on their own respective parcels of real property. Once this becomes necessary, this Agreement shall terminate and all rights of the respective parties shall hereby terminate.

11. This Agreement shall automatically terminate at such time as the parcels of real estate are acceptably connected to a Public Water System. Regardless of this, this Agreement shall specifically continue in force to the extent necessary to perform its specific functions.

12. This Agreement shall benefit and enure the Heirs, successors and assigns of the parties hereto, and shall be recorded in the records of Canyon County, State of Idaho. The covenants contained herein shall run with the land and are binding on all who have or will acquire any right, title and interest in the above-described real property parcels, or any part thereof, and will incur to the benefit of each respective owner thereof.

13. No amendment to this Agreement shall be effective without the express written consent of all parties involved.

14. This Agreement is constructed according to the laws of the State of Idaho. Any portion hereof which may be found invalid shall not affect the validity of any other portion of the remainder. This Agreement shall be enforced to the fullest extent thereof to achieve the intentions and tenements specifically set forth herein.

GRANTOR:

*Norma Ethington*  
NORMA ETHINGTON, TRUSTEE FOR:  
NORMA ETHINGTON TRUST

GRANTEES:

Deon M. Ethington  
DEON M. ETHINGTON

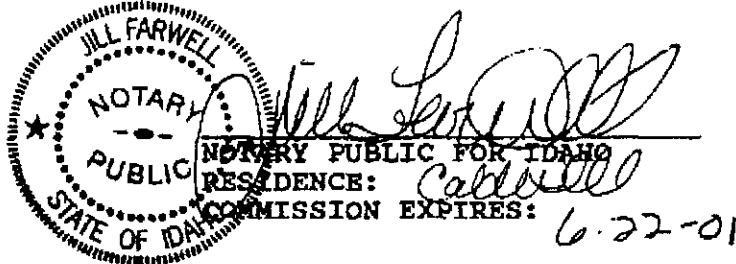
Tonja L. Ethington  
TONJA L. ETHINGTON

STATE OF IDAHO )  
County of Canyon ) ss.

On this 14th day of February, 2000, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared NORMA ETHINGTON, known or identified to me to be an officer of the NORMA ETHINGTON TRUST, and acknowledged to me that she executed this document on behalf of the NORMA ETHINGTON TRUST.

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

(SEAL)

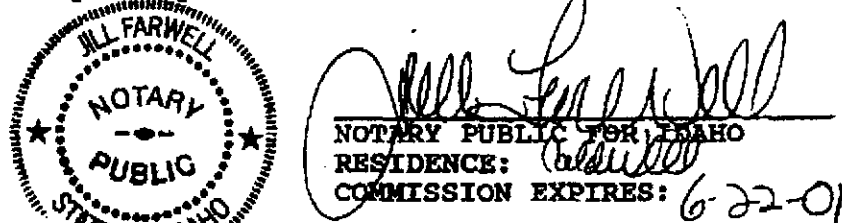


STATE OF IDAHO )  
County of Canyon ) ss.

On this 14th day of February, 2000, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DEON M. ETHINGTON and TONJA L. ETHINGTON, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing Instrument, and acknowledged to me that they executed said document.

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

(SEAL)



WELL & WATER EASEMENT

EXHIBIT "A"  
(p.1 of 2)

February 8, 2000

Description for  
Norm Ethington  
Job No. JA1000

Parcel 1

This parcel is a portion of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 36, Township 4 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

**BEGINNING** at the northwest corner of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ;

thence South  $0^{\circ} 29' 24''$  West along the west boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 753.54 feet;

thence South  $89^{\circ} 48' 52''$  East parallel with the south boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 227.00 feet;

thence South  $0^{\circ} 29' 24''$  West parallel with the west boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 575.00 feet;

thence South  $89^{\circ} 48' 52''$  East along the south boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 834.98 feet;

thence North  $0^{\circ} 35' 40''$  East parallel with the east boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 521.62 feet;

thence South  $89^{\circ} 45' 52''$  East parallel with the north boundary of said SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  a distance of 397.12 feet;

thence South  $7^{\circ} 50' 45''$  West a distance of 387.21 feet to the centerline of the Deer Flat Low Line Canal as it now exists;

thence traversing said centerline as follows:

along a curve to the right having a central angle of  $25^{\circ} 18' 10''$ , a radius of 160.98 feet, an arc length of 71.09 feet, and a long chord which bears South  $72^{\circ} 01' 43''$  East a distance of 70.52 feet;

Ethington Legal Description  
Parcel 1, Page 2 of 2

EXHIBIT "A"  
(p. 2 of 2)

South 58° 53' 42" East a distance of 225.57 feet,

thence leaving said centerline South 89° 49' 29" East along the south boundary of said SE ¼ NW ¼ a distance of 526.12 feet to the centerline of said Deer Flat Low Line Canal;

thence traversing said centerline as follows:

North 33° 07' 07" West a distance of 565.22 feet;

along a curve to the right having a central angle of 41° 40' 37", a radius of 566.82 feet, an arc length of 412.30 feet, and a long chord which bears North 12° 16' 48" West a distance of 403.27 feet;

North 8° 33' 31" East a distance of 170.88 feet;

along a curve to the left having a central angle of 51° 19' 12", a radius of 201.08 feet, an arc length of 180.11 feet, and a long chord which bears North 17° 06' 03" West a distance of 174.15 feet;

North 42° 45' 37" West a distance of 171.39 feet;

thence North 89° 46' 12" West along the north boundary of said SE ¼ NW ¼ a distance of 324.92 feet;

thence North 89° 45' 52" West along the north boundary of said SW ¼ NW ¼ a distance of 1324.98 feet to the POINT OF BEGINNING.

This parcel contains 49.58 acres, more or less, and is subject to a canal easement along the Deer Flat Low Line Canal, a county road right-of-way along the south boundary and to all other easements and rights-of-way of record or implied.



EXHIBIT "B"

A portion of the Southeast Quarter of the Northwest Quarter and of the Southwest Quarter of the Northwest Quarter of Section 36, Township 4 North, Range 5 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence

North  $0^{\circ} 35' 40''$  East along the West boundary of said Southeast Quarter of the Northwest Quarter a distance of 119.07 feet to a point in the centerline of the Deer Flat Low Line Canal, which point is the TRUE POINT OF BEGINNING; thence

Southwesterly following said centerline 18.38 feet along the arc of a curve to the left having a central angle of  $7^{\circ} 44' 03''$ , a radius of 136.12 feet and a long chord which bears South  $52^{\circ} 33' 37''$  West a distance of 18.36 feet; thence

North  $0^{\circ} 54' 47''$  East a distance of 417.51 feet; thence

South  $89^{\circ} 46' 14''$  East a distance of 148.74 feet; thence

South  $7^{\circ} 50' 45''$  West a distance of 387.21 feet to a point in said centerline of said Deer Flat Canal; thence

Southwesterly 92.46 feet following said centerline along the arc of a curve to the left having a central angle of  $38^{\circ} 53' 07''$ , a radius of 136.12 feet and a long chord which bears South  $75^{\circ} 53' 12''$  West a distance of 90.69 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a county road right-of-way along the Southerly boundary adjacent to the said canal.

EXHIBIT B

EXHIBIT "C"

February 8, 2000

Description for  
Deon Ethington  
Job No. JA2000

10-foot Underground Waterline Easement No. 1

This easement is a portion of the SE ¼ NW ¼ of Section 36, Township 4 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the southwest corner of said SE ¼ NW ¼;

thence North 0° 35' 40" East along the west boundary of said SE ¼ NW ¼ a distance of 488.33 feet;

thence South 89° 24' 20" East a distance of 181.22 feet to the TRUE POINT OF BEGINNING;

thence South 61° 38' 58" East a distance of 10.00 feet;

thence South 28° 21' 12" West a distance of 165.49 feet to a point on the easterly boundary of Parcel 1 as described in Record of Survey Instrument No. 9903059 on file in the Office of the Recorder of Canyon County, Idaho;

thence North 7° 50' 45" East along the easterly boundary of said Parcel 1 a distance of 28.54 feet;

thence North 28° 21' 12" East a distance of 138.76 feet to the TRUE POINT OF BEGINNING.





**Skinner Land  
Survey Co. Inc.**

1904 E. Chicago Street, Suite C  
Caldwell, ID 83605  
(208) 454-0933  
Fax (208) 454-9492

Craig L. Skinner, PLS

EXHIBIT "D"

February 8, 2000

Description for  
Deon Ethington  
Job No. JA2000

Well Easement

This easement is a portion of the SE 1/4 NW 1/4 of Section 36, Township 4 North, Range 5 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the southwest corner of said SE 1/4 NW 1/4;

thence North 0° 35' 40" East along the west boundary of said SE 1/4 NW 1/4 a distance of 489.49 feet;

thence South 89° 24' 20" East a distance of 179.01 feet to the TRUE POINT OF BEGINNING;

thence North 28° 21' 12" East a distance of 15.00 feet;

thence South 61° 38' 58" East a distance of 15.00 feet;

thence South 28° 21' 12" West a distance of 15.00 feet;

thence North 61° 38' 58" West a distance of 15.00 feet to the TRUE POINT OF BEGINNING.



RECEIVED PIONEER - CALDWELL  
TYPE & DATE FEB 8 2000

NOEL HALE  
CANYON COUNTY RECORDER  
BY: [Signature]

RECORDED

30 FEB 14 PM 4 49

200005423

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

In Re SRBA )  
Case No. 39576 )  
PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR  
Water Right 63-22852

NAME AND ADDRESS: NORMA L ETHINGTON  
RT 1 BOX 1289  
HOMEDALE, ID 83628

SOURCE: SPRING TRIBUTARY: SINKS

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000  
GALLONS PER DAY.

PRIORITY DATE: 01/01/1937

POINT OF DIVERSION: T04N R05W S36 SWSNW Within Canyon County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE  | PERIOD OF USE  | QUANTITY |
|-------------------------------|-----------------|----------------|----------|
|                               | Domestic 1 HOME | 01-01 TO 12-31 | 0.04 CFS |
|                               | Stockwater      | 01-01 TO 12-31 | 0.02 CFS |

|               |               |      |                      |
|---------------|---------------|------|----------------------|
| PLACE OF USE: | Stockwater    |      | Within Canyon County |
|               | T04N R05W S36 | SENW |                      |
|               | Domestic      |      | Within Canyon County |
|               | T04N R05W S36 | SENW |                      |

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A  
DETERMINATION OF HISTORICAL BENEFICIAL USE.  
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE  
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

  
Barry Wood  
Administrative District Judge  
Presiding Judge of the  
Snake River Basin Adjudication

MICROFILMED  
JUL 15 2004



State of Idaho

## DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098  
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: [www.idwr.state.id.us](http://www.idwr.state.id.us)

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

June 22, 2004

LOIS TUPYI  
BASIL TUPYI  
24830 BOEHNER RD  
WILDER ID 83676

RE: Change of Ownership for Water Right 63-22852 and 63-11547

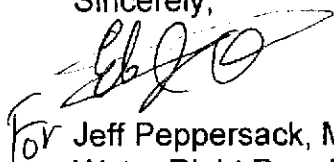
Dear Water Right Holders:

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

  
For Jeff Peppersack, Manager  
Water Right Permits Section

JP:eja

Enclosures

MICROFILMED  
JUL 15 2004