



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 20, 2004

MICHAEL AUSTIN
LINDA AUSTIN
3425 BEVERLY
BOISE ID 83709

RE: Change of Ownership for Water Right 63-18069

Dear Mr. & Mrs. Austin:

Our letter of July 26, 2004 (copy enclosed) requesting information on how you plan to proceed concerning actions on the above referenced water right remains unanswered. Therefore, I am returning the ownership change request and all the documentation that you submitted with the request. A copy of your ownership change information will be kept in our files for reference. A refund of your \$25.00 filing fee has been requested.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data and we will be happy to complete the request for you.

If you have any questions regarding this matter, please call Kari Lynn Townsend at 208-287-4952.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Justin Aldridge', is written over a horizontal line.

E. Justin Aldridge
Technical Review

Enclosures

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
MAY 21 2004
WATER RESOURCES
WESTERN REGION

1. Water Right No(s): 63-18069 RECEIVED
Adjudication Claim No(s): AJ5809NP MAY 26 2004
DEPARTMENT OF
WATER RESOURCES
2. The following REQUIRED information must be submitted with this form:
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Carl & Joyce Yungeberg
3425 Beverly ; Boise, ID 83709
4. New Owner/Claimant(s) Michael - Linda Austin
Name Connector (Check one): ☐ and ☒ or ☐ and/or
New Mailing Address 3425 Beverly
City, State and ZIP Code Boise, Idaho 83709
New Telephone Number (208) 362-1101
5. Date you acquired the property November 1, 1999
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate 1/2 Number and type of stock _____
Diversion rate in CFS 0.040 Number of homes 1 Other uses _____
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Michael Austin
Linda Austin
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

Receipt W031960 - \$25.00
7.9.04 - L. Harris

SCANNED
MAY 24 2004



ISSUED BY
TRANSNATION TITLE INSURANCE COMPANY

Transnation
A LANDAMERICA COMPANY

OWNER'S POLICY OF TITLE INSURANCE

COPY

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

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

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

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

TRANSNATION TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Albert

President

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

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

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

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

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

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

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

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

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

5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

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

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

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

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

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

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

H. I. DUKEIN DEN SUBDIVISION - U.I. **A PART OF THE W½ OF SECTION 30, T. 3 N., R. 2 E., B.M., AND** **OF A PORTION OF LOTS 23 & 24, HOME ACRES SUBDIVISION NO. 9, ADA -**

TUDOR ENGINEERING COMPANY

RESTRICTIVE COVENANTS
 INSTRUMENT NUMBER

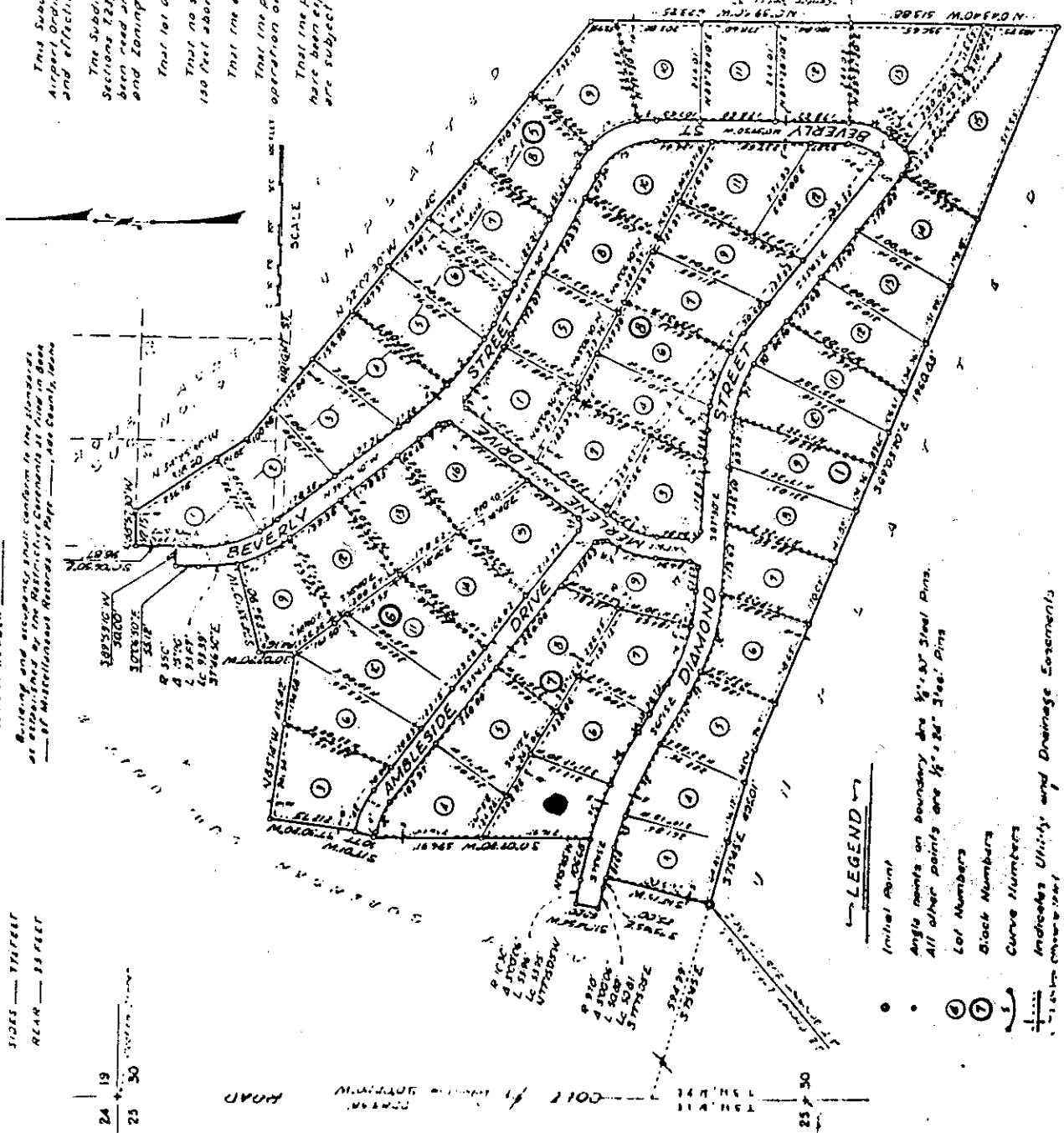
Building and improvements shall conform to the standards
 as established by the Restrictive Covenants at time in force
 of Miscellaneous Records at Page _____, Ada County, Idaho

BUILDING SETBACKS

- FRONT — 30 FEET
- SIDES — 25 FEET
- REAR — 35 FEET

This Subdivision lies in Zone "A" as established by the Boise Air
 Airport Ordinance passed May 19, 1960, by the Board of Ada County, Co.
 and effective that date.

The Subdividers hereby acknowledge that all of the provisions contained
 Sections 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



COPY

CURVE DATA

CURVE NO.	RADIUS	Δ	LENGTH	CHORD
1	100.00	180.00	314.16	100.00
2	100.00	180.00	314.16	100.00
3	100.00	180.00	314.16	100.00
4	100.00	180.00	314.16	100.00
5	100.00	180.00	314.16	100.00
6	100.00	180.00	314.16	100.00
7	100.00	180.00	314.16	100.00
8	100.00	180.00	314.16	100.00
9	100.00	180.00	314.16	100.00
10	100.00	180.00	314.16	100.00
11	100.00	180.00	314.16	100.00
12	100.00	180.00	314.16	100.00
13	100.00	180.00	314.16	100.00
14	100.00	180.00	314.16	100.00
15	100.00	180.00	314.16	100.00
16	100.00	180.00	314.16	100.00
17	100.00	180.00	314.16	100.00
18	100.00	180.00	314.16	100.00
19	100.00	180.00	314.16	100.00
20	100.00	180.00	314.16	100.00
21	100.00	180.00	314.16	100.00
22	100.00	180.00	314.16	100.00
23	100.00	180.00	314.16	100.00
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25	100.00	180.00	314.16	100.00
26	100.00	180.00	314.16	100.00
27	100.00	180.00	314.16	100.00
28	100.00	180.00	314.16	100.00
29	100.00	180.00	314.16	100.00
30	100.00	180.00	314.16	100.00
31	100.00	180.00	314.16	100.00
32	100.00	180.00	314.16	100.00
33	100.00	180.00	314.16	100.00
34	100.00	180.00	314.16	100.00
35	100.00	180.00	314.16	100.00
36	100.00	180.00	314.16	100.00
37	100.00	180.00	314.16	100.00
38	100.00	180.00	314.16	100.00
39	100.00	180.00	314.16	100.00
40	100.00	180.00	314.16	100.00
41	100.00	180.00	314.16	100.00
42	100.00	180.00	314.16	100.00
43	100.00	180.00	314.16	100.00
44	100.00	180.00	314.16	100.00
45	100.00	180.00	314.16	100.00
46	100.00	180.00	314.16	100.00
47	100.00	180.00	314.16	100.00
48	100.00	180.00	314.16	100.00
49	100.00	180.00	314.16	100.00
50	100.00	180.00	314.16	100.00
51	100.00	180.00	314.16	100.00
52	100.00	180.00	314.16	100.00
53	100.00	180.00	314.16	100.00
54	100.00	180.00	314.16	100.00
55	100.00	180.00	314.16	100.00
56	100.00	180.00	314.16	100.00
57	100.00	180.00	314.16	100.00
58	100.00	180.00	314.16	100.00
59	100.00	180.00	314.16	100.00
60	100.00	180.00	314.16	100.00
61	100.00	180.00	314.16	100.00
62	100.00	180.00	314.16	100.00
63	100.00	180.00	314.16	100.00
64	100.00	180.00	314.16	100.00
65	100.00	180.00	314.16	100.00
66	100.00	180.00	314.16	100.00
67	100.00	180.00	314.16	100.00
68	100.00	180.00	314.16	100.00
69	100.00	180.00	314.16	100.00
70	100.00	180.00	314.16	100.00
71	100.00	180.00	314.16	100.00
72	100.00	180.00	314.16	100.00
73	100.00	180.00	314.16	100.00
74	100.00	180.00	314.16	100.00
75	100.00	180.00	314.16	100.00
76	100.00	180.00	314.16	100.00
77	100.00	180.00	314.16	100.00
78	100.00	180.00	314.16	100.00
79	100.00	180.00	314.16	100.00
80	100.00	180.00	314.16	100.00
81	100.00	180.00	314.16	100.00
82	100.00	180.00	314.16	100.00
83	100.00	180.00	314.16	100.00
84	100.00	180.00	314.16	100.00
85	100.00	180.00	314.16	100.00
86	100.00	180.00	314.16	100.00
87	100.00	180.00	314.16	100.00
88	100.00	180.00	314.16	100.00
89	100.00	180.00	314.16	100.00
90	100.00	180.00	314.16	100.00
91	100.00	180.00	314.16	100.00
92	100.00	180.00	314.16	100.00
93	100.00	180.00	314.16	100.00
94	100.00	180.00	314.16	100.00
95	100.00	180.00	314.16	100.00
96	100.00	180.00	314.16	100.00
97	100.00	180.00	314.16	100.00
98	100.00	180.00	314.16	100.00
99	100.00	180.00	314.16	100.00
100	100.00	180.00	314.16	100.00

- LEGEND**
- Initial Point
 - Angle marks on boundary are 1/2" or Steel Pins.
 - All other points are 1/2" or 3/4" Steel Pins
 - Lot Numbers
 - Block Numbers
 - Curve Numbers
 - Indicates Utility and Drainage Easements

Issued with Policy
No.: F51-223150

POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: \$139,900.00

Policy No.: A37-198979

File No.: T99-65507

Date of Policy: November 2, 1999 at 4:30 p.m.

1. Name of Insured:

MICHAEL L. AUSTIN

2. The estate or interest in the land described herein and which is covered by this policy is fee simple and is at date of policy vested in:

MICHAEL L. AUSTIN, an unmarried man

3. The land referred to in this policy is described in the said instrument, is situated in the County of Ada, State of Idaho, and is identified as follows:

Lot 12 in Block 6 of A.T. SORENSON SUBDIVISION UNIT NO. 3, according to the official plat thereof, filed in Book 24 of Plats at Page 1538, records of Ada County, Idaho.

Per Vallette at Ada County Assessor's office:
3N 2E 30 W 1/2

Countersigned: _____

Authorized Officer or Agent
Jack E. Owsley

This Policy Is Valid Only If Schedule B is Attached



SCHEDULE B

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

GENERAL (STANDARD) EXCEPTIONS

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

SPECIAL EXCEPTIONS:

8. General taxes for the year 1999, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.

(Continued)

SCHEDULE B (continued)

EXCEPTIONS (continued)

9. Liens and assessments of the NEW YORK IRRIGATION DISTRICT, and the rights, powers, and easements of said district as by law provided.
10. An easement for power lines and incidental purposes, in favor of IDAHO POWER COMPANY, a Corporation, recorded April 9, 1927, in Book 11 of Miscellaneous at Page 175, records of Ada County, Idaho.
11. Easements, reservations, restrictions and dedications, if any, as shown on the official plat of said subdivision.
12. Protective Covenants, Conditions, Restrictions and/or Easements, and other matters imposed by Instrument recorded June 22, 1971, as Instrument No. 774074, records of Ada County, Idaho.
13. A Deed of Trust to secure an indebtedness of \$111,900.00, and any other amounts as therein provided.

Recorded: November 2, 1999, as Instrument No. 99107280, of Official Records
Dated: October 28, 1999
Grantor: MICHAEL L. AUSTIN, an unmarried man
Trustee: TRANSNATION TITLE & ESCROW, INC., a Delaware corporation
Beneficiary: NORTH AMERICAN MORTGAGE COMPANY

COPY

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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

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

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

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

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

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

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

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

8. APPORTIONMENT.

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

9. LIMITATION OF LIABILITY.

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

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

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

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

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS.

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

(Continued)

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

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

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

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

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

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

14. ARBITRATION

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

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

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

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

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

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

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

16. SEVERABILITY.

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

17. NOTICES, WHERE SENT.

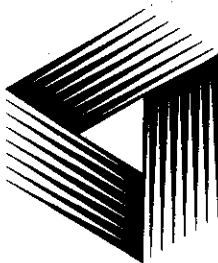
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

Issued from the
office of:

**TRANSNATION TITLE
& ESCROW, INC.**

Suite 200
8665 West Emerald
Boise, ID 83704
(208) 377-3190
Fax: (208) 342-1659

COPY



**OWNER'S POLICY
OF TITLE INSURANCE
(10-17-92)**

AMERICAN LAND TITLE ASSOCIATION

Issued By
TRANSNATION TITLE INSURANCE COMPANY

 **Transnation**
A LANDAMERICA COMPANY

HOME OFFICE:
101 Gateway Centre Parkway, Gateway One
Richmond, Virginia 23235-5153

B 1190-58

A WORD OF THANKS

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Transnation Title Insurance Company.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

**Transnation
Title Insurance Company**

P.O. Box 27567
Richmond, Virginia 23261-7567
TOLL FREE NUMBER: 1-800-446-7086

IDAH0 DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/18/99
PAGE: 1

NAME & ADDRESS

PRIORITY
DATE

WATER USE

USE PERIOD
FROM TO

DIVERSI

DIVERSION
VOLUME

C CARL YUNGERBERG
C JOYCE YUNGERBERG
3425 BEVERLY
BOISE ID 83709
(208) 362-2518

03/01/1978 DOMESTIC

01-01 12-31

0.040 CFS

0.040 CFS

TOTAL DIVERSION:

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T03N R02E S30

FINCH

ADA County

Place of use Legal Description for: DOMESTIC

25

[illegible]

POU County: ADA

Non-Irrigation Uses: 1.. HOME

Other Rights: NONE

Conditions of Approval:

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP

Dates: **Exam Made Date:**

Verified Date:

Objection Filed Date:

Misc:

Field Inspection Flag:

Audit:	02/19/97	CORR4	05/26/98	CHALKER	10/20/98	JSHURTE	10/26/98	CPDSHIAFF
	11/05/98	ADT-DSHA						

SCANNED
MAY 24 2004

WASHINGTON MUTUAL
PO BOX 3139
MILWAUKEE, WI 53201-3139



Washington Mutual

HOME LOANS

07/30/02

#BWNCLNN
#0959529169948998#

MICHAEL L AUSTIN
3425 SOUTH BEVERLY STRE
BOISE ID 83709

4568

LOAN NO: 5952169489

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

As you know, we are required to maintain an escrow account which is used to pay your real estate taxes and/or insurance premiums. This account must be analyzed annually to determine whether enough funds are being collected monthly, and whether the account has a shortage or surplus based on the anticipated activity.

PRESENT MORTGAGE PAYMENT		
Your present payment consists of: Principal & Interest (P&I)		
	Escrow Deposit	\$811.36
	Optional Insurance	\$171.05
	Other	\$0.00
Less:	Buydown/Assistance Payment	\$0.00

Total Mortgage Payment

\$982.41

ANTICIPATED ANNUAL DISBURSEMENTS

These are the escrow items we anticipate we will collect for or pay on your behalf in the upcoming 12 month period. The dollar amount shown may be the last amount actually paid for that item, or may project the next amount due as defined by Federal law. Based on these anticipated disbursements, the amount of your escrow deposit is calculated and displayed here.

Bills due in the upcoming year:	HAZARD INS	\$424.00
	COUNTY TAX	\$1,344.56

Total Anticipated Annual Disbursements: \$1,768.56 One-Twelfth/Monthly Amount: \$147.38

ACCOUNT HISTORY

The following statement of activity in your escrow account from 09/2001 through 08/2002 displays actual activity as it occurred in your escrow account during that period. If you received Account Projections with a prior analysis, they are included again here for comparison.

Month	Payments		Disbursements		Description	Projected Escrow Account Balance	Actual Escrow Account Balance
	Projected	Actual	Projected	Actual			
September	155.90	171.05 *			Beginning Balance	\$824.08	\$642.30
October	155.90	171.05 *				979.98	813.35
November	155.90	171.05 *	401.00	424.00 *	FIRE/HOMEOWN	734.88	560.40
December	155.90	171.05 *				890.78	731.45
January	155.90	171.05 *	734.88	672.28 *	COUNTY TAX	311.80	230.22
February	155.90	171.05 *				467.70	401.27
March	155.90	171.05 *				623.60	572.32
April	155.90	171.05 *				779.50	743.37
May	155.90	171.05 *				935.40	914.42
June	155.90	171.05 *		672.28 *	COUNTY TAX	1,091.30	413.19
July	155.90	171.05 *	734.88		COUNTY TAX	512.32	584.24
August	155.90	171.05 E				668.22	755.29
						824.12	926.34

In asterisk (*) beside an amount indicates a difference from projected activity either in the amount or the date. The letter E beside an amount indicates that the payment or disbursement has not yet occurred, but is estimated to occur as shown. Last year we anticipated that Disbursements would be made from your Escrow Account during the period equaling \$1,870.76. Under Federal Law, your lowest monthly balance should not have exceeded \$311.80.

*** CONTINUED ON REVERSE SIDE ***

SCANNED

MAY 24 2004

**** CONTINUATION ****

or 1/6th of total anticipated payments from the account, unless your mortgage contract or State law specifies a lower amount.
Under your mortgage contract and State law your lowest monthly balance should not have exceeded \$311.80.

A C C O U N T P R O J E C T I O N S

The following estimate of activity in your escrow account from 09/2002 through 08/2003 is provided for your information. All payments we anticipate receiving as well as disbursements we anticipate making on your behalf are included, along with the Projected Escrow Account Balance, derived by carrying forward your current actual escrow balance. The Required Escrow Account Balance displays the amount actually required to be on hand as specified by Federal law, State Law and your mortgage documents, and may include a cushion of up to 1/6th of your Annual Disbursements. Please retain this statement for comparison with the actual activity in your account at the end of the next escrow account computation year.

<u>Month</u>	<u>Anticipated Amount</u>		<u>Description</u>	<u>Projected Escrow</u>	<u>Required Escrow</u>
	<u>To Escrow</u>	<u>From Escrow</u>		<u>Account Balance</u>	<u>Account Balance</u>
			Beginning Balance	\$926.34	\$801.52
September	147.38			1,073.72	948.90
October	147.38	424.00	FIRE/HOMEOWN	797.10	672.28
November	147.38			944.48	819.66
December	147.38	672.28	COUNTY TAX	419.58	294.76
January	147.38			566.96	442.14
February	147.38			714.34	589.52
March	147.38			861.72	736.90
April	147.38			1,009.10	884.28
May	147.38			1,156.48	1,031.66
June	147.38	672.28	COUNTY TAX	631.58	506.76
July	147.38			778.96	654.14
August	147.38			926.34	801.52
Your Projected Escrow Account Balance as of 08/31/02 is				\$926.34.	Your Required Beginning Escrow
Balance according to this analysis should be				\$801.52.	

This means you have a Surplus of \$124.82. This surplus must be returned to you unless it is less than \$50.00, in which case we have the additional option of keeping it and lowering your monthly payments accordingly. The attached check represents payment in full of your surplus.
Once during this period, your Required Escrow Account Balance should be reduced to \$294.76, as shown in December. This amount represents the cushion selected by us as allowed by your mortgage contract, Federal and State law.

N E W M O R T G A G E P A Y M E N T

Your new payment consists of:		
Principal & Interest (P&I)		\$811.36
Escrow Deposit		\$147.38
Deficiency/Shortage/Surplus		\$0.00
Optional Insurance		\$0.00
Other		\$0.00
Less: Buydown/Assistance Payment		\$0.00

New Mortgage Payment	Beginning	09/01/02	\$958.74
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Should you have any questions about this Escrow Analysis, please call our Customer Service Department toll-free at 1-800-333-9999.

COPY

B-24 P1538

A. T. SORENSEN SUBDIVISION - UNIT NO. 3

A PART OF THE W1 OF SECTION 30, T. 3 N., R. 2 E., B.M., AND A RESUBDIVISION OF A PORTION OF LOTS 23 & 24, HOME ACRES SUBDIVISION NO. 9, ADA COUNTY, IDAHO.

TUDOR ENGINEERING COMPANY

BUILDING SETBACKS

FRONT - 30 FEET
SIDES - 15 FEET
REAR - 25 FEET

RESTRICTIVE COVENANTS

INSTRUMENT NUMBER

Building and occupancy shall conform to the standards as established by the Board of Ada County Commissioners and effective that date.

This Subdivision lies in Zone "A" as established by the Boise Air Terminal Airport Ordinance passed May 10, 1960, by the Board of Ada County Commissioners and effective that date.

The Subdivisor hereby acknowledges that all of the provisions contained in Sections 231, 232, 233, 234, 235, 236, and 237 of the Idaho Revised Statutes have been read and explained to them by the Administrator of the Ada County Planning and Zoning Commission.

That lot owners shall leave 65% of each lot in Zone "A" open and free of structures.

That no structure on any lot in the Subdivision shall be erected higher than 150 feet above the elevation of the nearest point on the centerline of Runway 10-1.

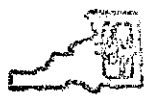
That the established noise level of this area is 80 decibels of jet noise.

That the parallel aircraft traffic pattern established June 1, 1969, is in operation over this area at an altitude of 1000 feet above the terrain.

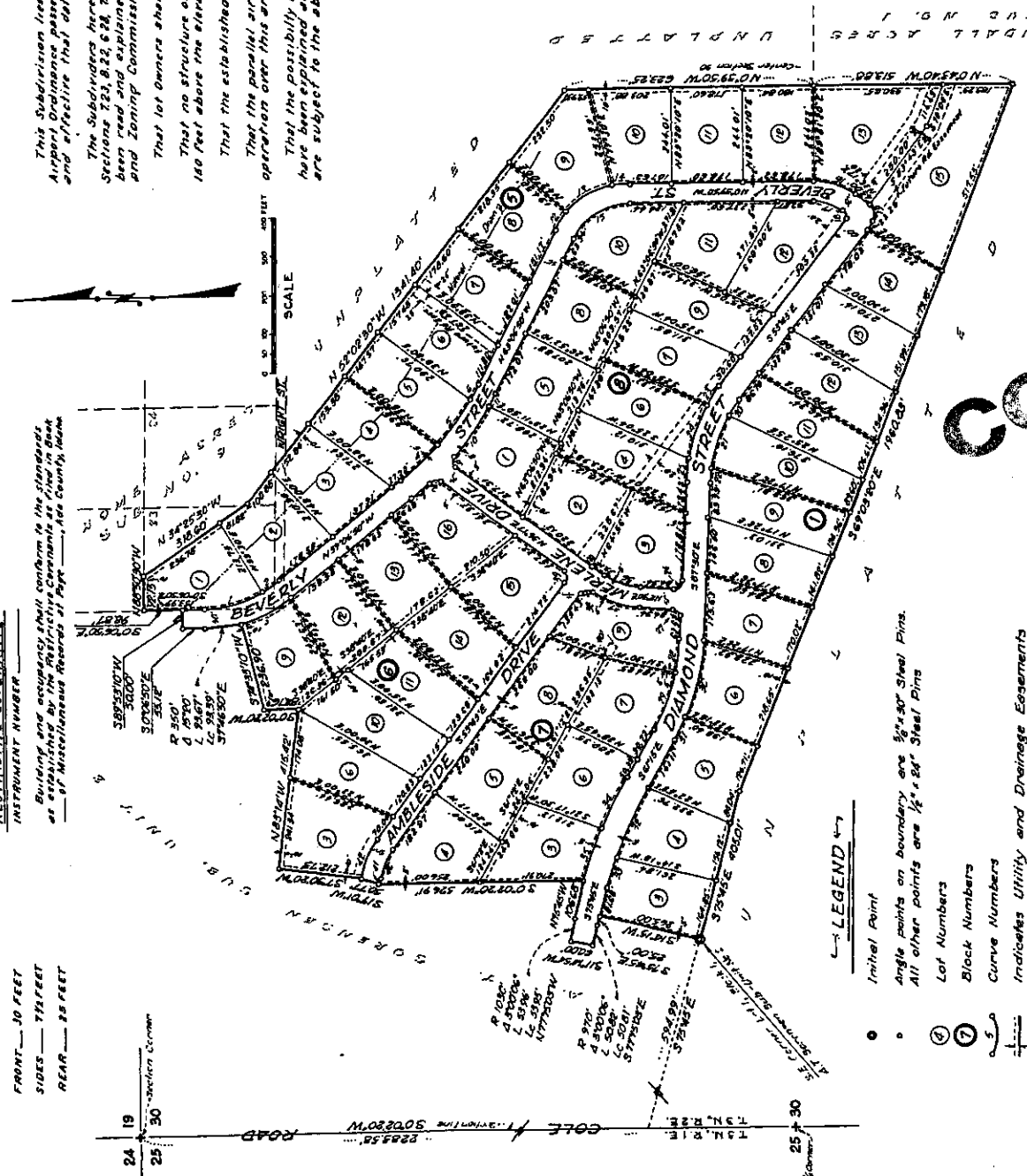
That the possibility of an increase in noise levels and Airport hazards have been explained and that all of the consequences in this Subdivision are subject to the above conditions.

CURVE DATA

CURVE NO.	RADIUS	ANGLE	LENGTH	BEARING	LONG. CURVED DISTANCE
1	300'	90°	300'	N 10° 00' 00" E	300'
2	300'	90°	300'	N 10° 00' 00" E	300'
3	300'	90°	300'	N 10° 00' 00" E	300'
4	300'	90°	300'	N 10° 00' 00" E	300'
5	300'	90°	300'	N 10° 00' 00" E	300'
6	300'	90°	300'	N 10° 00' 00" E	300'
7	300'	90°	300'	N 10° 00' 00" E	300'
8	300'	90°	300'	N 10° 00' 00" E	300'
9	300'	90°	300'	N 10° 00' 00" E	300'
10	300'	90°	300'	N 10° 00' 00" E	300'
11	300'	90°	300'	N 10° 00' 00" E	300'
12	300'	90°	300'	N 10° 00' 00" E	300'
13	300'	90°	300'	N 10° 00' 00" E	300'
14	300'	90°	300'	N 10° 00' 00" E	300'
15	300'	90°	300'	N 10° 00' 00" E	300'
16	300'	90°	300'	N 10° 00' 00" E	300'
17	300'	90°	300'	N 10° 00' 00" E	300'
18	300'	90°	300'	N 10° 00' 00" E	300'
19	300'	90°	300'	N 10° 00' 00" E	300'
20	300'	90°	300'	N 10° 00' 00" E	300'
21	300'	90°	300'	N 10° 00' 00" E	300'
22	300'	90°	300'	N 10° 00' 00" E	300'
23	300'	90°	300'	N 10° 00' 00" E	300'
24	300'	90°	300'	N 10° 00' 00" E	300'
25	300'	90°	300'	N 10° 00' 00" E	300'
26	300'	90°	300'	N 10° 00' 00" E	300'
27	300'	90°	300'	N 10° 00' 00" E	300'
28	300'	90°	300'	N 10° 00' 00" E	300'
29	300'	90°	300'	N 10° 00' 00" E	300'
30	300'	90°	300'	N 10° 00' 00" E	300'
31	300'	90°	300'	N 10° 00' 00" E	300'
32	300'	90°	300'	N 10° 00' 00" E	300'
33	300'	90°	300'	N 10° 00' 00" E	300'
34	300'	90°	300'	N 10° 00' 00" E	300'
35	300'	90°	300'	N 10° 00' 00" E	300'
36	300'	90°	300'	N 10° 00' 00" E	300'
37	300'	90°	300'	N 10° 00' 00" E	300'
38	300'	90°	300'	N 10° 00' 00" E	300'
39	300'	90°	300'	N 10° 00' 00" E	300'
40	300'	90°	300'	N 10° 00' 00" E	300'
41	300'	90°	300'	N 10° 00' 00" E	300'
42	300'	90°	300'	N 10° 00' 00" E	300'
43	300'	90°	300'	N 10° 00' 00" E	300'
44	300'	90°	300'	N 10° 00' 00" E	300'
45	300'	90°	300'	N 10° 00' 00" E	300'
46	300'	90°	300'	N 10° 00' 00" E	300'
47	300'	90°	300'	N 10° 00' 00" E	300'
48	300'	90°	300'	N 10° 00' 00" E	300'
49	300'	90°	300'	N 10° 00' 00" E	300'
50	300'	90°	300'	N 10° 00' 00" E	300'
51	300'	90°	300'	N 10° 00' 00" E	300'
52	300'	90°	300'	N 10° 00' 00" E	300'
53	300'	90°	300'	N 10° 00' 00" E	300'
54	300'	90°	300'	N 10° 00' 00" E	300'
55	300'	90°	300'	N 10° 00' 00" E	300'
56	300'	90°	300'	N 10° 00' 00" E	300'
57	300'	90°	300'	N 10° 00' 00" E	300'
58	300'	90°	300'	N 10° 00' 00" E	300'
59	300'	90°	300'	N 10° 00' 00" E	300'
60	300'	90°	300'	N 10° 00' 00" E	300'
61	300'	90°	300'	N 10° 00' 00" E	300'
62	300'	90°	300'	N 10° 00' 00" E	300'
63	300'	90°	300'	N 10° 00' 00" E	300'
64	300'	90°	300'	N 10° 00' 00" E	300'
65	300'	90°	300'	N 10° 00' 00" E	300'
66	300'	90°	300'	N 10° 00' 00" E	300'
67	300'	90°	300'	N 10° 00' 00" E	300'
68	300'	90°	300'	N 10° 00' 00" E	300'
69	300'	90°	300'	N 10° 00' 00" E	300'
70	300'	90°	300'	N 10° 00' 00" E	300'
71	300'	90°	300'	N 10° 00' 00" E	300'
72	300'	90°	300'	N 10° 00' 00" E	300'
73	300'	90°	300'	N 10° 00' 00" E	300'
74	300'	90°	300'	N 10° 00' 00" E	300'
75	300'	90°	300'	N 10° 00' 00" E	300'
76	300'	90°	300'	N 10° 00' 00" E	300'
77	300'	90°	300'	N 10° 00' 00" E	300'
78	300'	90°	300'	N 10° 00' 00" E	300'
79	300'	90°	300'	N 10° 00' 00" E	300'
80	300'	90°	300'	N 10° 00' 00" E	300'
81	300'	90°	300'	N 10° 00' 00" E	300'
82	300'	90°	300'	N 10° 00' 00" E	300'
83	300'	90°	300'	N 10° 00' 00" E	300'
84	300'	90°	300'	N 10° 00' 00" E	300'
85	300'	90°	300'	N 10° 00' 00" E	300'
86	300'	90°	300'	N 10° 00' 00" E	300'
87	300'	90°	300'	N 10° 00' 00" E	300'
88	300'	90°	300'	N 10° 00' 00" E	300'
89	300'	90°	300'	N 10° 00' 00" E	300'
90	300'	90°	300'	N 10° 00' 00" E	300'
91	300'	90°	300'	N 10° 00' 00" E	300'
92	300'	90°	300'	N 10° 00' 00" E	300'
93	300'	90°	300'	N 10° 00' 00" E	300'
94	300'	90°	300'	N 10° 00' 00" E	300'
95	300'	90°	300'	N 10° 00' 00" E	300'
96	300'	90°	300'	N 10° 00' 00" E	300'
97	300'	90°	300'	N 10° 00' 00" E	300'
98	300'	90°	300'	N 10° 00' 00" E	300'
99	300'	90°	300'	N 10° 00' 00" E	300'
100	300'	90°	300'	N 10° 00' 00" E	300'



This plat is indicated solely for the purpose of establishing and locating said premises and Company reserves no liability for variance any in dimensions and locating boundaries actual survey.



LEGEND

- Initial Point
- Angle points on boundary are 1/2" x 30" Steel Pins.
- All other points are 1/2" x 24" Steel Pins
- Lot Numbers
- Block Numbers
- Curve Numbers
- Indicates Utility and Drainage Easements
- Section Corners

SCANNED
MAY 24 2004

Purchaser Vacation Whist Rt.
798,762

Restictions
774674 4-22 71

6'50"E

S 74° 33' 10" W

236.90'

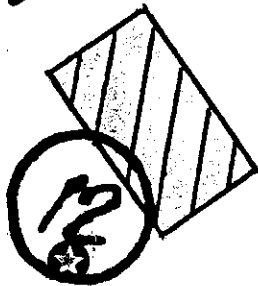
BEVERLY CO.

213.75'
N 59° 30' E

9

2

Residence



Well Location

245.63'
N 61° 51' 2" E

S 36° 00' E
200.63'

243.23'
N 51° 20' E

N 39° 06' 30" W
539.18'

6

13

11

14

16