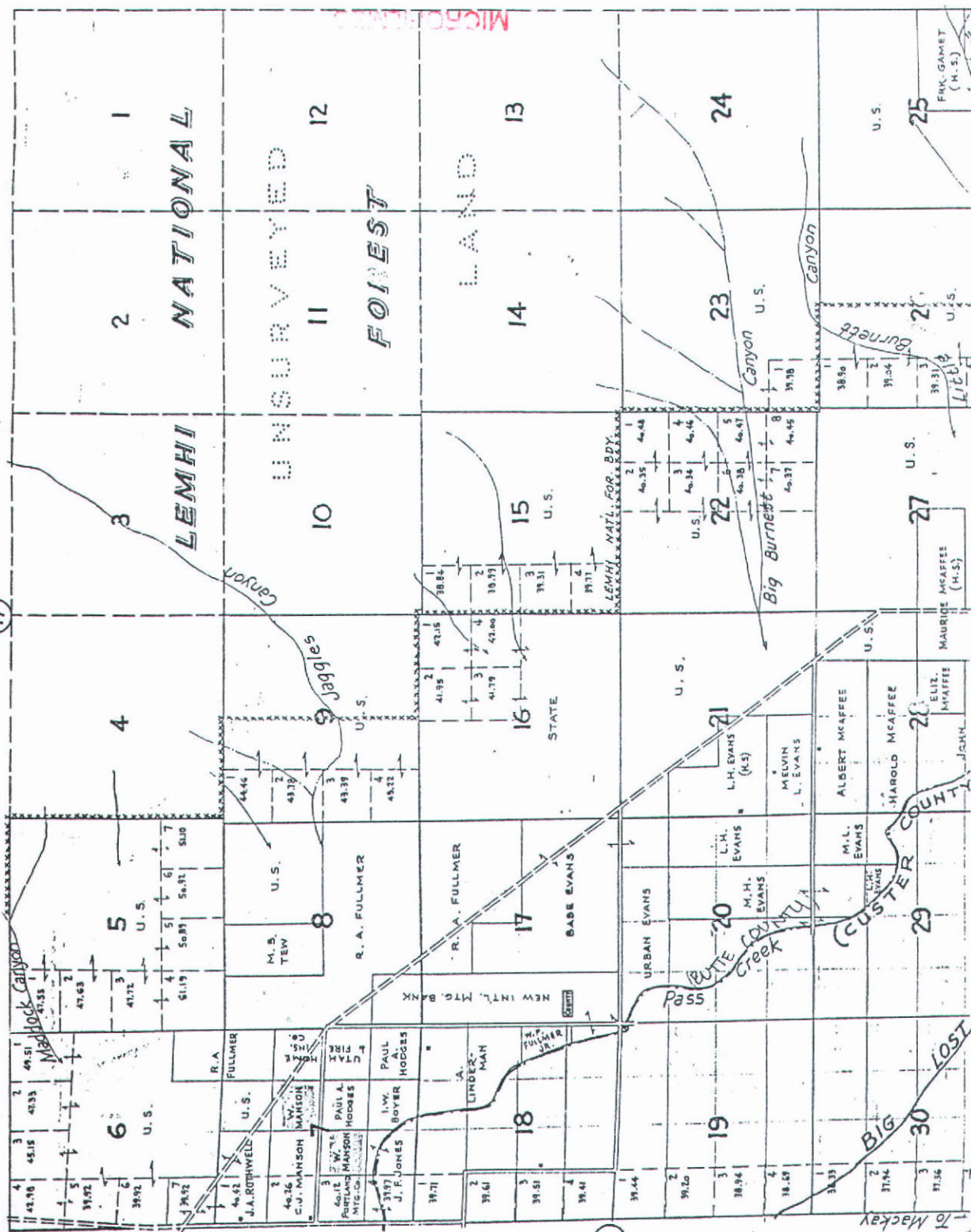


BUTTE COUNTY, IDAHO

CHAS. F. METSKER
514 S. W. OAK STREET, PORTLAND, OREGON
111 SOUTH 10TH ST., TACOMA, WASHINGTON
1020 THIRD AVE., SEATTLE, WASHINGTON

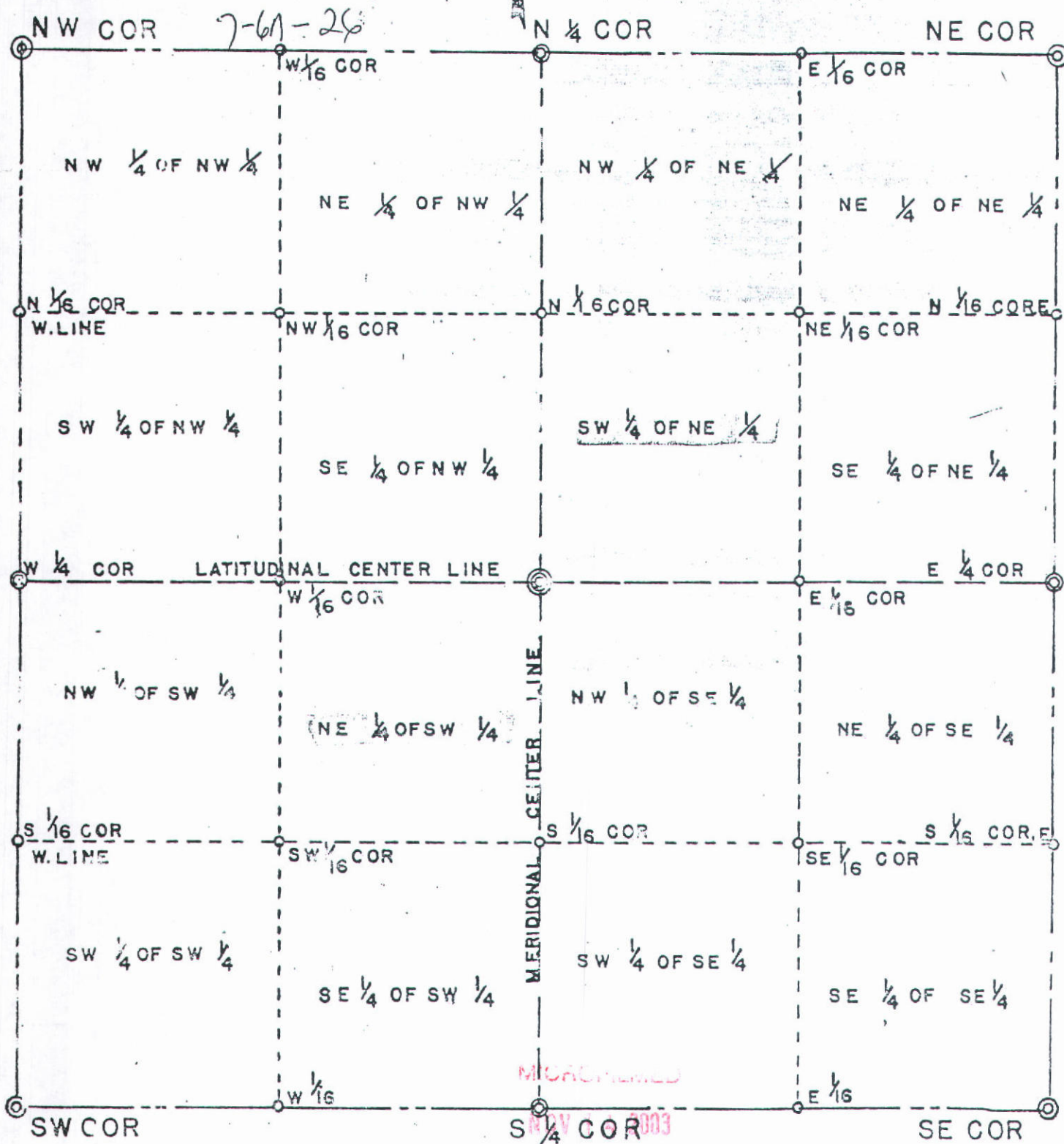
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2- LAA

NOV 14 2003





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RECEIVED

SEP 22 2003

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

Department of Water Resources

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

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

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
34-00486A					
34-00889					
34-02376	Not processed -				

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

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

\$75

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

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

OR

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

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

WANDA MONSON, TERRY MONSON

114E 90S MALAD ID

4. New Owner/Claimant(s)

RT1 DARLINGTON ID

Name Connector (Check one) [] and, [] or, [] and/or

New Mailing Address

DAN MCINTOSH 4100 W 4107 N

City, State and ZIP Code

MACHAY ID 83251

New Telephone Number

(208) 588-2647

5. Date you acquired the property

MARCH 31 1998

RECEIVED

SEP 22 2003

Department of Water Resources
Eastern Region

MICROFILMED

SEP 22 2003

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

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

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

- 7 Signature of New Owner(s) or Claimant(s) *D. M. Hill*
(include title if applicable) _____

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

For Office Use Only

Received by JC Date 9-22-03 Fee \$75-
 Received by JC Date 9-22-03 Receipt No. E029220
 Processed by _____ AJ Date _____ WR _____ Date _____

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NOV 4 2003

Warranty Deed

For Value Received WANDA L MONSON, an unmarried person

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
DAN MCINTOSH, an unmarried person
whose address is: 402 ELM, MACKAY, ID, 83251

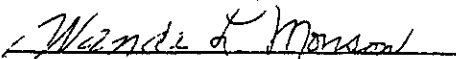
Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

Township 6 North, Range 26 E.B.M., Butte County, Idaho
Section 7: SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances
thereunto belonging or in anywise appertaining, including all water, water rights, ditch and
ditch rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to
the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations,
restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and
defend the same from all claims whatsoever.

Dated: MARCH 31, 1998


WANDA L MONSON

STATE OF IDAHO)
) ss.
COUNTY OF ONEIDA)

On this 31 day of MARCH, 1998, before me the undersigned, a
Notary Public in and for the said county and state, personally appeared
WANDA L. MONSON, known or proved to me to be the person who executed the
foregoing instrument, and acknowledged to me that she executed the same.


Notary Public for Idaho
Residing at: Mackay, Id
My Commission Expires: 10-2003

MICROFILMED

2003



Order No. 38037-B
Page No. 2

SCHEDULE A

1. Commitment Date: December 1, 1997, at 4:15 p.m.
2.

Policy or Policies to be issued:	Policy Amount	Premium
[X] (a) Owner's Standard Policy Form 1402-92 (10/17/92) Proposed Insured: DAN McINTOSH	\$110,000.00	\$620.00
3. A fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by THE HEIRS AND DEVISEES OF VERN I. NELSON, deceased, as to an undivided $\frac{1}{2}$ interest; and WANDA L. MONSON, an unmarried person; TERRY V. MONSON and TAMARA WANDA TOOMER, both married persons, as their sole and separate property; as joint tenants with rights to survivorship, and not as tenants in common, as to an undivided $\frac{1}{2}$ interest.
4. The Land referred to in this Commitment is described as follows:

Township 6 North, Range 26 E.B.M., Butte County, Idaho
Section 7: SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$

M. L. M.
Dm

MICROFILMED

1997-12-17



Order No. 38037-B
Page No. 3

SCHEDULE B - SECTION 1

Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) as per buyers and/or lenders instructions.

W.L. M
Due

MICHAEL
J. 2004



SCHEDULE B - SECTION 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 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 of 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 the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
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.
7. General taxes for 1997, in the original amount of \$370.42, Parcel No. 06N26E071200A and \$307.68, Parcel No. 06N26E074955, of which the first half is paid, the balance is due and payable.
8. Right-of-way easement recorded in Book 4 of Miscellaneous, Page 316.

(Continued)

W. L. M.
Inc.

MICHAEL

APR 14 2007



SCHEDULE B - SECTION 2

Exceptions (Continued)

9. Well Users Agreement upon the terms, conditions and provisions contained therein:
Dated: January 1, 1972
Parties: Cleon J. Manson and Christie Manson, husband and wife and Mrs. Al Kaasen, a widow
Recorded: February 11, 1972 as Instrument No. 1707
(a copy of which is attached)
10. Oil and Gas Lease upon the terms, conditions and covenants contained therein:
Recorded: June 30, 1981, Instrument No. 10588
Lessor: Vern I. Monson and Wanda L. Monson
Lessee: Ronan Inc.
11. Agreement upon the terms, conditions and provisions contained therein:
Dated: June 22, 1989
Parties: Lost River Electric Cooperative, Inc., an Idaho rural electric cooperative of Custer County, and Wanda L. Monson
Recorded: August 25, 1989 as Instrument No. 22520
(a copy of which is attached)
12. Agreement upon the terms, conditions and provisions contained therein:
Dated: July 7, 1989
Parties: Lost River Electric Cooperative, Inc., an Idaho rural electric cooperative of Custer County, and Wanda L. Monson
Recorded: August 25, 1989 as Instrument No. 22521
(a copy of which is attached)
13. Vern I. Monson died owner of an interest in the within described land. No probate or administration of the decedent's estate is of record. The title and the validity of the insured deed is subject to proper proceedings.
14. In the Conveyance to the above-named parties the following language was used: "joint tenants with rights to survivorship, and not as tenants in common". This Commitment and forthcoming Policy will not be considered as insuring the vesting in the above-named persons of the type of an estate to be conveyed.

(Continued)

W. L. M
Dmc

MIC
1989



Order No. 38037-B
Page No. 6

SCHEDULE B - SECTION 2

Exceptions (Continued)

NOTE: If you have any questions regarding this report, please feel free to contact your Title Examiner, Arlene Mecham.

NOTE: If you have any questions regarding your closing, please feel free to contact your Escrow Officer, Michelle Peterson.

END SCHEDULE B

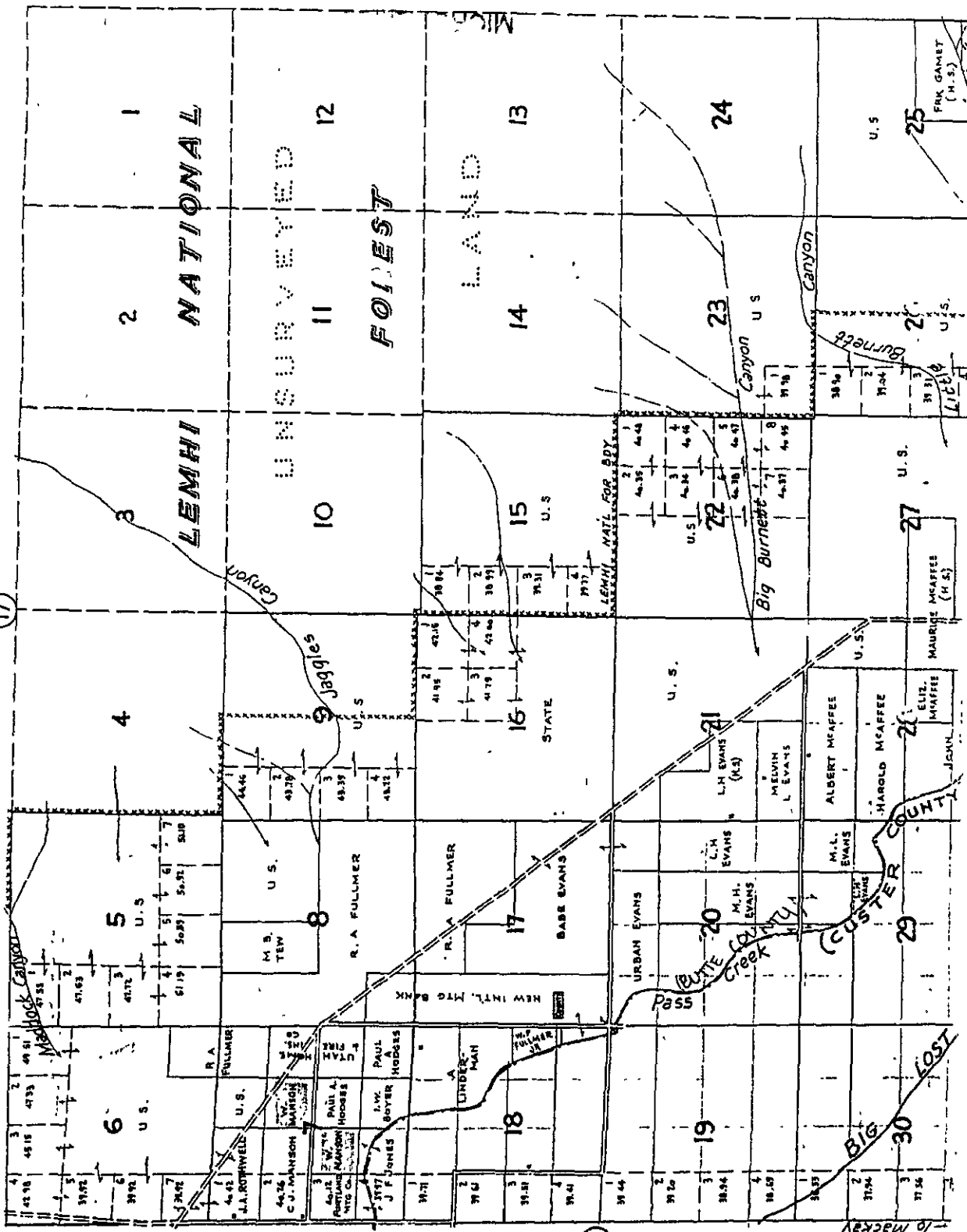
MICHELLE

NOV 14 2000

FOR SALE BY
CHAS. F. METSKER
514 S. W. OAK STREET, PORTLAND, OREGON
111 SOUTH 10TH ST., TACOMA, WASHINGTON
1020 THIRD AVE., SEATTLE, WASHINGTON

TOWNSHIP 6 N., RANGE 26 E. B. M.

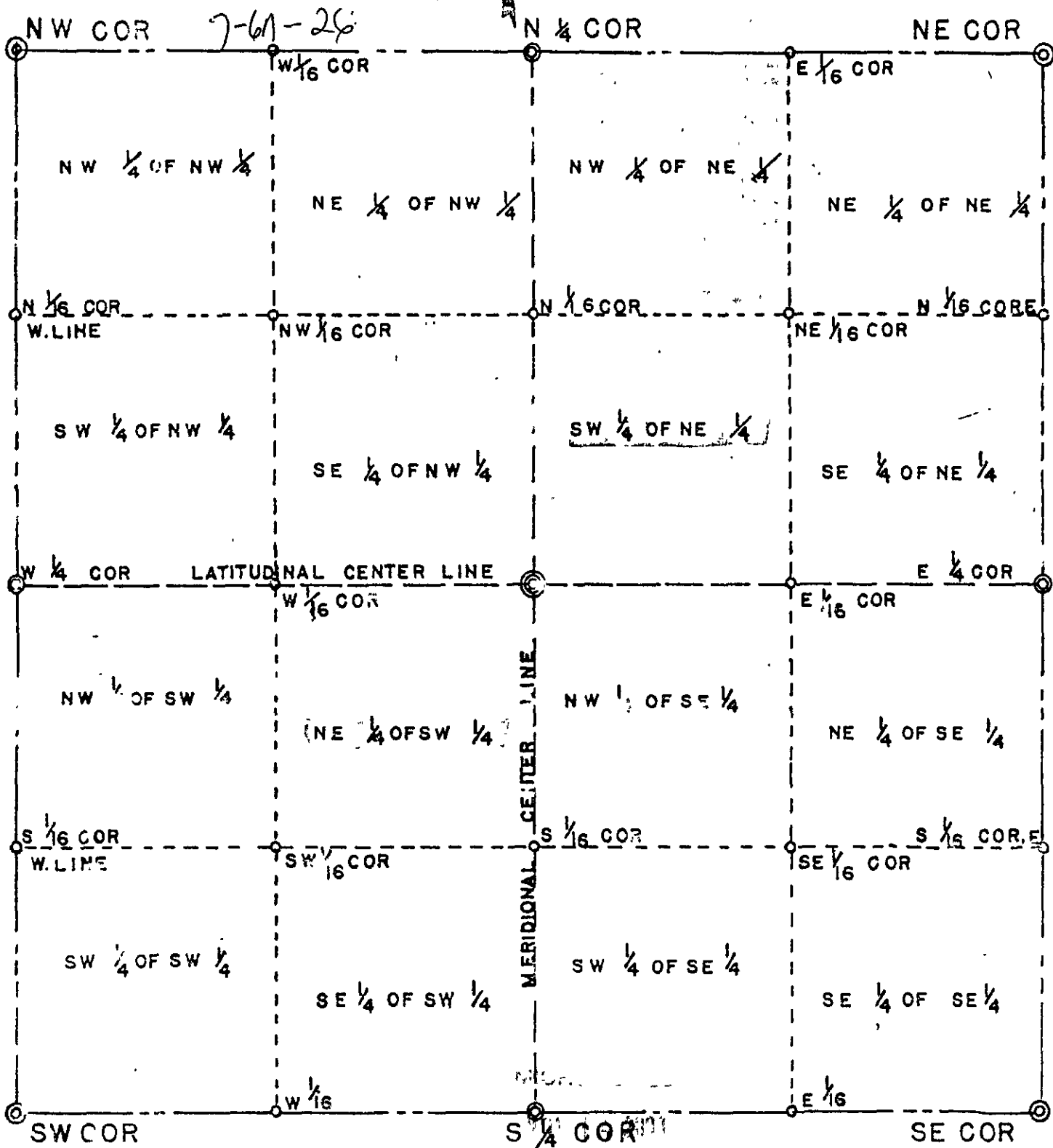
BUTTE COUNTY, IDAHO



1-ELLIS
2-LAND



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30	29	28	27	26	25
31	32	33	34	35	36



CUSTER COUNTY TITLE, INC., an Idaho Corporation
P. O. Box 370
Challis, Idaho 83226
(208) 879-4424

ESCROW INSTRUCTIONS

1 The undersigned, in consideration of the premises and the consent of CUSTER COUNTY TITLE, INC., (hereafter "Company" or "Escrowholder") to act as Escrowholder of the escrow deposited herewith, have agreed and hereby agree that the Escrowholder shall receive compensation for acting as Escrowholder in accordance with the schedule of fee and charges of the Escrowholder in effect on the date of acceptance of this escrow

The Escrowholder reserves the right to increase the collection charges and the charge for the division of payments on this escrow at any time by giving written notice to the parties of this escrow by regular mail at the last address left with the Escrowholder.

The Escrowholder reserves the right at any time to resign in which case the undersigned parties or their successors in interest at their expense shall promptly select a new or substitute Escrowholder to whom the escrowed documents may be delivered. In the event the undersigned parties have not selected a new or substitute Escrowholder within 30 days after resignation, the new or substitute Escrowholder may be selected by the Escrowholder and any cost associated therewith may be deducted from the next payment made on this escrow.

2. It is expressly understood between the parties hereto that the Escrowholder is to be considered as a depository only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as the form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same; also, that the Company assumes no responsibility as to the condition of the title to any of the property involved herein, nor as to any assessments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as Escrowholder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that the Company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of the Company's discretion in any particular misconduct with reference to the said escrow

3. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them, in connection herewith, upon the Escrowholder, the Escrowholder shall be entitled at its option to refuse to comply with such demands so long as a disagreement continues; and in so refusing, the Escrowholder may refuse to deliver any monies, papers or property involved in or affected by this escrow; and in so refusing, the Escrowholder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, that the Escrowholder shall be entitled to continue to so refrain to act until: (a) the parties hereto have reached an agreement in their differences and shall have notified the Escrowholder in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a Court of competent jurisdiction. This clause shall take precedence over any agreement to the contrary to which the Company is not a party

4. In the event of any disagreement between the parties hereto or demands or claims being made upon the Escrowholder by the parties hereto or interested herein or by any other party, said Escrowholder shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith, and the parties hereto shall be jointly and severally liable to the Escrowholder for any and all attorneys' fees, costs, and disbursements incurred by said Escrowholder in connection herewith, and upon demand shall forthwith pay the same to the Escrowholder.

5. The Escrowholder reserves the right to refuse to release information regarding the escrow file to any person not a party hereto unless it is satisfied that such person is authorized to receive such information on behalf of a party

6 Any payment made hereon other than in cash shall be credited on the escrow conditionally pending the consent of sellers or their acceptance. Should the Escrowholder disburse the Buyer's payment to Seller and the Buyer's payment, in whatever form it is made, is dishonored for any reason the Seller agrees to return the amount of the payment to the Escrowholder who shall cancel the payment from the records. In the event the Seller does not return the payment, the Escrowholder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the Buyer or Seller the amount dispersed together with all costs and attorney fees incurred with collection.

7 In the event that the Sellers shall declare a Default, they may cause to be delivered to the Escrowholder, a completed Notification of Default, in duplicate, and as many additional copies as the Escrowholder may deem necessary, with instructions to the Escrowholder to mail the original of the Notice to Buyers by registered or certified mail. The duplicate Notice shall be retained with the escrow file. Nothing herein, however, shall prohibit either party from proceeding upon a Default as otherwise provided by law

8 Notices or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned or any of them, at their or his post office address as left with the Escrowholder, shall be deemed to have been given to them or him on the date of mailing.

9. It shall be the duty of the parties hereto to keep the escrow department of the Escrowholder advised of the change of address. Such notice shall sufficiently identify the escrow concerned and the parties involved and shall be mailed by certified or registered mail with return receipt requested to the escrow department of the Escrowholder and to all parties concerned. All notices given pursuant to the terms of any document placed in this escrow must be given through the Escrowholder as hereinabove provided at the expense of the party giving notice and the Escrowholder shall not be required to recognize service of notice given in any other manner. The Escrowholder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements

10 The Buyers agree that should a Notification of Default be forwarded to them as set forth above, that unless they advise the Escrowholder in writing, within the time allowed in the contract for correction of default that the terms of the contract are not in default or that the default has been satisfied, the Escrowholder shall not be or become liable to the Buyers for the delivery of the escrowed papers to the Sellers. However, the Company reserves the right in any event to demand additional notice or time should Buyers not specifically agree to terminate the escrow

11 Sellers agree that should a default be declared and Buyers subsequently deposit any monies or papers with the Escrowholder to cure said default, the Escrowholder may, at its option, refuse to release said monies or papers to the Sellers until the Sellers acknowledge to the Escrowholder that the default is satisfied or cancelled

12 In the event that this escrow is cancelled or forfeited it is agreed that the Escrowholder may return the documents to any of the Sellers, his heirs, executors, administrators or assigns on demand. The Escrowholder may retain the contract, amendments thereto, the escrow instruments, and any assignments or correspondence which it may have received in connection with said escrow

13 The Escrowholder assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending Consumer Credit Protection Act (Public Law 90-321) or similar laws.

14 Any instrument or document placed in escrow is accepted upon the condition that the Escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same, in which event the Escrowholder shall notify all parties hereto in writing of such refusal and shall return such instrument together with the fee paid in connection therewith to the party or parties depositing the same

15 It shall be the sole responsibility of the Buyer and Seller to see that insurance is kept in force on the property and that Real Property Taxes are paid in the proper manner and the Escrowholder shall have no responsibility or liability for lack of insurance or lack of payment of taxes. Further, the Escrowholder shall not be responsible to notify any party in regard to failure to maintain insurance, pay taxes or otherwise perform

16 The Escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, cost or expenses due it hereunder

17 The Escrowholder's fees and collection charges shall be paid by the Sellers unless otherwise indicated herein by checking one of the following

☐ BUYERS

☐ DIVIDED EQUALLY

Collection fee. Monthly _____ (one disbursement) Annual _____ (one disbursement)

Filing Fee _____ Reconveyance Fee _____ Other _____

18 Enclosed are the following Documents to be placed in escrow.

19 Regarding payment, we acknowledge the following

(a) Interest Rate of _____ % Commences as of _____ computed upon the unpaid balance only and up to the date each payment is made. All payments shall be credited first to the interest then due, and the balance to principal, unless otherwise stated (check one) () Interest shall be paid in addition to principal payments stated.

() Interest is included in the stated payments

(b) Monthly payment of \$ _____ Commencing on _____

Annual payment of \$ _____ Commencing on _____

Other _____

(c) Upon receipt of \$ _____ principal, plus interest, the Escrowholder may deliver all of the above documents, except the contract, subsequent assignments, supplemental agreements and escrow instructions, to any of the Buyers, on his order, and thereby close your escrow

(d) CHECK ONE

() Buyers are given the privilege of prepaying any payment due under said contract at any time

() Buyers are not given the privilege of prepaying any payment due under said contract at any time

() Buyers are given the privilege of prepayment of up to \$ _____ principal in any calendar year.

() Other _____

20 Until further written notice to you, signed by each of the Sellers, payments as received on this escrow shall be disposed of as follows.

() Send to Seller's Address

Other Instructions _____

21 Special instructions are as follows

22 In case any party shall assign his rights under any documents deposited hereunder or should any party create in a third party any right, interest, lien or encumbrance under any document deposited hereunder or in the property covered by these escrow instructions if such assignment or creation of rights in a third party is made without payment of the Escrowholder's filing fee, the Escrowholder, as a matter of accommodation to the parties will make a reasonable effort to comply with such assignment or creation of rights upon satisfactory notification given to it. The Escrowholder shall not, however, be bound by any such notification given it by a party hereto or a third party and shall under no circumstances and in no manner be liable to the parties hereto or any third party, for any damages arising out of or related to its acts connected with such assignment or creation of rights. The Escrowholder shall not be held to notice of any restrictions upon or prohibition against any such assignment or creation of rights contained in any document deposited hereunder. The Escrowholder reserves the right to charge a reasonable fee in the event of assignment.

23 Whether these instructions are used with a Trust Deed agreement or a Sale Agreement or other documents, this Agreement shall be interpreted, in so far as possible, so as to be compatible with the laws in effect governing those particular documents at the time in question

24 We have read the foregoing instructions, understand the contents thereof, and agree that the Escrowholder, in the administration of this escrow, is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may, hereafter deliver to said company and the same be accepted by it in writing

IN WITNESS WHEREOF The undersigned have hereunto set their hands and seals this _____ day of _____ 19____

25

GRANTEES

Name P. Kindt

Address 402 Elm Av

SS No 519-72-8072

Signature _____

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

GRANTORS

Name Wanda L. Monson

Address 1148 90th St. Malibu, Calif. 90263

SS No 528-07-4097 #

Signature Wanda L. Monson

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

Name _____

Address _____

SS No _____

Signature _____

26 The undersigned Escrowholder hereby acknowledges receipt of the documents described on the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth

Date Received _____

MIC

CUSTER COUNTY TITLE INC an Idaho Corporation

By _____



First American Title

THE BINGHAM TITLE & TRUST CO.

P0 Box 580 • 156 W Judicial St • Blackfoot, Idaho 83221

Phone (208) 785-0320 • Fax (208) 785-6276

COMMITMENT FOR TITLE INSURANCE

PREPARED FOR

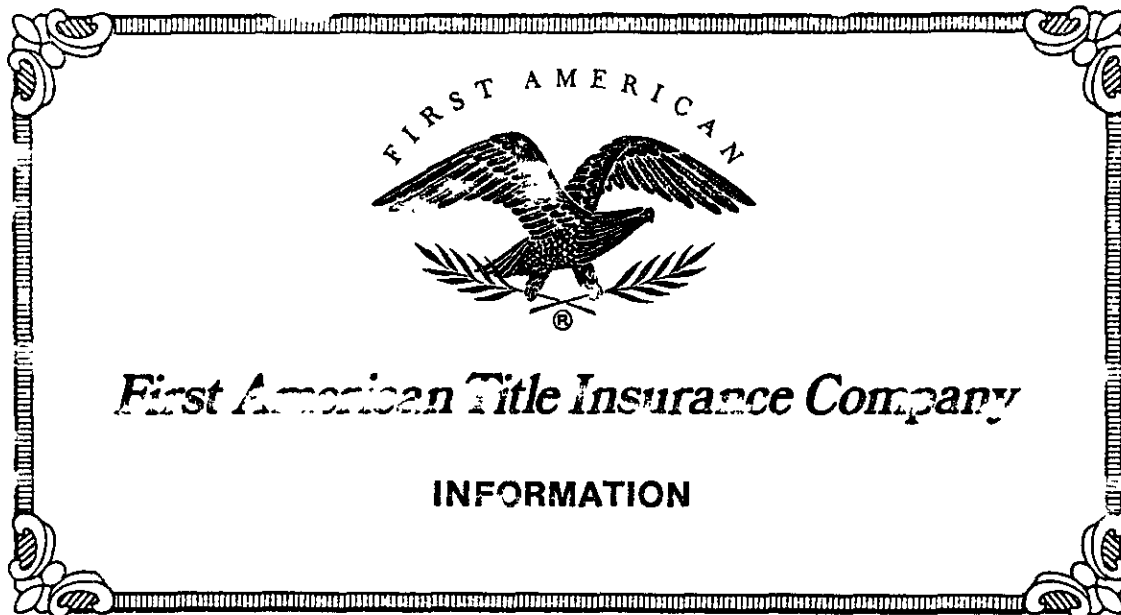
**DON W. CAIN SR.
PIONEER REALTY**

ORDER #	38037-B	ESCROW #	8558
BUYER/BORROWER:	DAN MCINTOSH		
SELLER:	WANDA L. MONSON		
TITLE OFFICER:	ARLENE MECHAN		
ESCROW OFFICER:	MICHELLE PETERSON		

COPIES OF COMMITMENT SENT TO:
FIRST AMERICAN TITLE COMPANY-ESCROW DEPARTMENT
PIONEER REALTY-CAROLYN R. CAIN

*We know you had a choice.
Thank you for choosing First American Title Company!*

MICHELLE



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

TABLE OF CONTENTS

	Page
AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
2. Policies to be Issued, Amounts and Proposed Insureds	2
3. Interest in the Land and Owner	2
4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

MICR.

ORDER NO: 38037-B

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company



AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Maria R. Arneson* SECRETARY

BY *Carrie Hemmett* COUNTERSIGNED

ORDER NO: 38037-B

MICR

CONDITIONS

1. **DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in
Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

MIC.

1983

CONTRACT OF SALE

This Contract is entered into at Idaho Falls, Idaho, on this 31ST day of ~~JANUARY~~ ^{APRIL} MARCH, 1998, between WANDA MONSON, of the CITY OF MALAD __, County of ONEIDA __, hereinafter referred to as "Seller", and DAN MCINTOSH, of the CITY OF MACKAY County of CUSTER __, State of Idaho, hereinafter referred to as "Buyer". The parties recite and declare as follows:

1. The Seller hereby agrees to sell to the Buyer, upon full performance of this Contract by the buyer as hereinafter mentioned real property located at Darlington, Idaho, County of Butte, more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

and limited to 2" irrigation equipment, the pump, mainline and wheel lines

SECTION ONE

PURCHASE PRICE AND TERMS OF PAYMENT

The purchase price for said real property and personal property is One Hundred Ten Thousand Dollars (\$110,000.00), in lawful money of the United States of America. The purchase price will be paid

CONTRACT OF SALE - 1

Wanda Monson

April 1, 1998

SWAFFORD LAW OFFICE, CHARTERED
ATTORNEY AT LAW
525 NINTH STREET
IDAHO FALLS, IDAHO 83401
(208) 524-4002
FAX (208) 524-4131

SWAFFORD LAW OFFICE, CHARTERED
ATTORNEY AT LAW
525 NINTH STREET
IDAHO FALLS, IDAHO 83401
(208) 524-4002
FAX (208) 524-4131

as follows:

A. Fifteen Thousand Dollars (\$15,000.00) as a down payment at the time of closing of this sale.

B. Ninety-Five Thousand Dollars (\$95,000.00) shall be paid by buyer to seller, or her duly authorized agent, in yearly installments of Fourteen Thousand One Hundred Fifty-Seven Dollars and Eighty Cents (\$14,157.80) per year, commencing on the 1ST day of APRIL, 1999, and continuing on the APRIL 1ST of each successive year for Nine Additional Years. The principal shall bear interest at the rate of 8% per annum, payable with and included in the periodic payments.

In addition, buyer shall pay for insurance coverage cost and property tax cost for the real property and personal property during the term of this contract.

There will be no pre-payment penalty for any payment due under this Contract.

All payments first be applied to accrued interest and then principal due.

SECTION TWO

POSSESSION

Buyer will receive full possession of the property on the _

SWAFFORD LAW OFFICE, CHARTERED
ATTORNEY AT LAW
525 NINTH STREET
IDAHO FALLS, IDAHO 83404
(208) 524-4002
FAX (208) 524-4131

APRIL 15, 1998. Buyer has inspected the real property and personal property, including, but not limited to, the irrigation equipment, above-described, and accepts the property in its present condition, "AS IS".

SECTION THREE

TAXES

Buyer and seller shall prorate all property taxes on the property sold hereunder as of APRIL 1, 1998. Seller shall pay all tax assessments on the property sold hereunder prior to APRIL 1, 1998. Buyer shall pay all tax assessments after APRIL 1, 1998.

SECTION FOUR

INSURANCE

During the life of this Contract, buyer shall insure and keep insured against fire and other casualty, all property sold herein. Such insurance shall be in the amount of not less than \$_____.

SECTION FIVE

BREACH OF BUYER REMEDIES BY SELLER

Time is of the essence of this Contract. In the event that buyer fails to make any payment required by the terms of this Contract, at the time the same falls due and prior to delinquency thereof, including

CONTRACT OF SALE - 3

MICROFILM

12 11 14 2007

SWAFFORD LAW OFFICE, QUARTERED
ATTORNEY AT LAW
323 NINTH STREET
IDAHO FALLS, IDAHO 83404
(208) 324-4002
FAX (208) 324-4131

installment payments to seller, taxes, assessments and insurance premiums, and if such default continues for 30 days after written notice thereof, seller at his option may:

1. Declare forfeiture of buyer's rights hereunder and cancellation of this Contract. On such election, all right, title and interest of buyer hereunder shall cease and all payments thereto made by buyer shall be retained by seller as liquidated damages and as rental for the use and occupancy of said property.

2. In lieu of declaring a forfeiture, seller may accelerate and bring an action for the balance of the purchase price remaining due, or for any other relief available in law or equity, including suit to recover any payment or payments made by seller and repayable to buyer hereunder, it being stipulated and agreed that such obligation to repay is a separate and independent covenant of buyer hereunder. No action to recover any payment or payments so made by seller shall constitute waiver by seller of his right to proceed otherwise with respect to any subsequent default. No waiver by seller of any default of buyer shall be construed by a waiver of any subsequent default.

SECTION SIX

NOTICES

The addresses of the respective parties are as follows:

SELLER

BUYER

Wanda Monson

Dan McIntosh

Any notices or demand upon either party herein may be mailed or personally delivered to such party at the address given above or subsequent address as he may hereinafter furnish in writing to the other party. Notice or demands so given shall be sufficient for any purpose under this Contract. Seller shall give buyer 30 days' prior notice to cure any default. Such notice of default shall be made in writing and given to such party at the address given above.

SECTION SEVEN

MODIFICATION

Modification or other alteration of this agreement shall not be effective unless such shall be in writing and signed by the parties in a manner being as formal as the within instrument.

SWAFFORD LAW OFFICE, CHARTERED
ATTORNEY AT LAW
525 NINTH STREET
IDAHO FALLS, IDAHO 83404
(208) 524-4002
FAX (208) 524-4131

SWAFFORD LAW OFFICE, CHARTERED
ATTORNEY AT LAW
525 NINTH STREET
IDAHO FALLS, IDAHO 83404
(208) 524-6002
FAX (208) 524-4131

SECTION EIGHT

TIME AND BINDING EFFECT

Time is of the essence of this agreement. This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, heirs and assigns.

SECTION NINE

ATTORNEY'S FEES

In the event the seller finds it necessary to retain counsel to enforce the terms of this agreement, the buyer shall be responsible for all reasonable attorney's fees and costs incurred by the non-defaulting party enforcing such.

SECTION TEN

GOVERNING LAW

This agreement shall be governed and interpreted by the laws of the State of Idaho.

SECTION ELEVEN

PARTIAL RELEASE

In the event buyer and seller agree that any portion of this real property will be released for a separate sale, by buyer, said portion to be released will be surveyed, at the cost of buyer. However buyer will

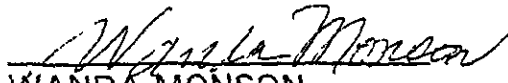
not pay any less than the sum of Fourteen Thousand One Hundred Fifty-Seven Dollars and Eighty Cents (\$14,157.80) each year until the contract is paid in full.

SECTION TWELVE

PREPARATION OF CONTRACT

Seller specifically acknowledges by her signature hereto that this document was prepared by Ronald L. Swafford, Esq., on behalf of _____ further acknowledges that Ronald L. Swafford, Esq., has not advised her in this matter whatsoever and that she fully understands her right to have legal counsel for advice prior to the execution of this document.

Dated this _____ day of _____, 1998.


WANDA MONSON
Seller

DAN MCINTOSH
Buyer

SWAFFORD LAW OFFICE, CHARTERED
ATTORNEY AT LAW
525 NINTH STREET
IDAHO FALLS, IDAHO 83404
(208) 524-4001
FAX (208) 524-4131

STATE OF IDAHO)
)
COUNTY OF ~~BINGHAM~~ ^{ONEIDA})

On this 31 day of March, 1998, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Wanda Monson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has read the same, understood the contents and legal effect thereof, and that she has executed the same of her own free will and choice.


NOTARY PUBLIC
Residing at: Malad, ID
Commission expires: 10-2003

STATE OF IDAHO)
)
COUNTY OF BINGHAM)

On this ____ day of _____, 1998, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared Dan McIntosh, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has read the same, understood the contents and legal effect thereof, and that he has executed the same of his own free will and choice.

NOTARY PUBLIC
Residing at:
Commission expires:

SWAFFORD LAW OFFICE, CHARTERED
ATTORNEY AT LAW
525 NINTH STREET
IDAHO FALLS, IDAHO 83401
(208) 524-4002
FAX (208) 524-4131

CONTRACT OF SALE - 8

Malad, ID
10-2003

ESCROW INSTRUCTIONS

Escrow Number 8558-M

Officer MICHELLE KOFOED

Date April 1, 1998

Buyer: DAN MCINTOSH, an unmarried person

To: FIRST AMERICAN TITLE COMPANY, BLACKFOOT, IDAHO

I hereby agree to purchase the hereinafter described property for a total consideration of \$110,000.00 and will on or before April 1, 1998 hand you said consideration, which is payable as follows:

\$1,000.00 EARNEST MONEY HELD BY PIONEER REALTY, \$14,000.00 TO BE PAID CASH AT CLOSE, WITH THE BALANCE OF \$95,000.00 TO BE PAID UNDER A CONTRACT OF SALE

I will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me

AN EXECUTED CONTRACT OF SALE, AN EXECUTED DEED TO BE HELD IN ESCROW

and when you can issue your standard coverage form policy of title insurance with liability of \$110,000.00, on the property described on attached Order No. 38037-B

SHOWING TITLE VESTED IN DAN MCINTOSH, an unmarried person

FREE OF ENCUMBRANCES EXCEPT

1. Paragraphs 1-6, 7 (PAID IN FULL), 8, 9, 10, 11, 12 of Schedule B of Commitment for Title Insurance, Order No. 38037-B, a copy of which is attached hereto.
2. Notice of Contract to be recorded with the Butte County Recorder.

OTHER INSTRUCTIONS:

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: APRIL 1, 1998.

1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to the close of escrow. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein.
2. Levies and assessments of N/A.
3. Interest on all existing trust deeds, improvements assessments and/or bonds taken over by Buyers.
4. Rental per rent statement handed you.
5. Charge the buyer and credit the seller the amount of any funds held in an impound account, if any, in connection with an existing loan.

You are to hold for me -0- shares of water stock of the N/A Company.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. The transfer of water is being done as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

I hereby agree to pay charges including usual Buyers escrow fee and any advances and expenses that are properly chargeable to me regardless of the consummation of this escrow. At the close of escrow, you are to deliver all documents, etc., to the persons entitled thereof.

MICHELLE

APR 1 1998

CLOSING ESCROW INSTRUCTIONS, Page 2
Escrow No. 8558-M

GENERAL PROVISIONS

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict.

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by you.

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent; that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said other party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents escrowed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated "First American") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. I have been further informed that First American is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare that copying legal descriptions from title reports onto forms of deeds, etc., or reformatting of legal descriptions or agreements, is, or will be solely at my direction or request.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Any amendments of and/or supplement to any instructions must be in writing. If any "Escrow Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control.

The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

Buyer

Buyer

Address: _____

SELLER: WANDA L. MONSON, an unmarried person

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this transaction, you are authorized to pay commissions to the following:

PIONEER REALTY

At the close of this escrow, you are to mail any documents and your check or check payable to the Seller.

Wanda Monson
Seller

Seller

Address: 114 E. 90 S. #47

Malad Idaho 83262

MICR.

777 - 4 7777

First American Title Company
156 West Judicial * Blackfoot, ID 83221
(208) 785-0320

ESCROW NUMBER: 8558-M

PROPERTY:

TWNSHP 6 N R 26 E.B.M., BUTTE CO, ID

TODAY'S DATE: 3/30/98

CLOSING DATE: 4/01/98

ESCROW CLOSING STATEMENT OF:

DAN MCINTOSH

OTHER PARTY:

WANDA L MONSON

ESTIMATED BUYER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Sales Price	110,000.00	
Deposit By		1,000.00
First Deed of Trust (New) WANDA MONSON		95,000.00
Prorate TAXES 1/01/98 to 4/01/98 @ \$678.10/12 mos.		167.20
Escrow Fee FIRST AMERICAN TITLE INS. CO.	190.00	
Recording fees: Deed \$ 3.00 Mtg \$ 6.00 Releases \$	9.00	
LONG TERM ESCROW FEE CUSTER COUNTY TITLE	120.00	
Subtotals	110,319.00	96,167.20
Balance Due From Buyer		14,151.80
TOTALS	110,319.00	110,319.00

It is agreed by the undersigned that the foregoing statement is tentative and that it may change if a change in the closing date occurs or if any other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS 3rd Day of April, 1998.

First American Title Company

Michelle Kofoed
By: MICHELLE KOFOED

Dan McIntosh
DAN MCINTOSH

MILO

1998

District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls, ID 83303-2707

Important Information About Your Water Right

December 14, 2001

DAN MC INTOSH
PO BOX 605
MACKAY, ID 83251

Dear Water Right Claimant(s):

The reverse side of this letter contains a copy of an *Order Amending Irrigation Period of Use Element in Partial Decree, Nunc Pro Tunc* (hereinafter "*Order*") for water right number 34-00486A. According to Idaho Department of Water Resources (IDWR) records, you are the current owner of this water right. If you are not the current owner, please contact IDWR immediately at:

Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706
800-451-4129

The Purpose of the *Order* is to set forth beginning and ending dates for the irrigation period of use for this water right. As stated in the face of the *Order*, this action was necessary following the decision of the Idaho Supreme Court in *A&B Irrigation Dist. v. Idaho Conservation League*, 131 Idaho 411, 423, 958 P.2d 568, 580 (1998). This *Order* also incorporates into the *Partial Decree* an express statement that the *Partial Decree* is subject to such general provisions necessary for the definition or for the efficient administration of the water right. This express statement is necessary to comply with the requirements of Idaho Code section 42-1412(6). This *Order* in combination with the *Partial Decree* that was issued for this water right on January 15, 1998, sets forth all of the elements of your water right. The Snake River Basin Adjudication (SRBA) Court suggests that you keep this document in a safe location together with a copy of the *Partial Decree* to show evidence of the water right. The original of this *Order* and the original of the *Partial Decree* for this water right are on file with SRBA Court. If you do not have a copy of the original *Partial Decree*, one can be obtained by contacting the SRBA Court at (208) 736-3011. Please note that the *Order* is entered *Nunc Pro Tunc*, meaning that the *Order* will be treated as if it were issued the same date that the *Partial Decree* was originally issued.

Sincerely,



Diana Delaney
Case Administrator

MICROFILMED

DEC 14 2001

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

In Re SRBA)
)
Case No. 39576)

Water Right 34-00486A

ORDER AMENDING IRRIGATION PERIOD OF USE ELEMENT
IN PARTIAL DECREE AND INCORPORATING INTO PARTIAL
DECREE AN EXPRESS STATEMENT REGARDING GENERAL
PROVISIONS, *NUNC PRO TUNC*

A *Partial Decree* was entered for the above-captioned irrigation water right on January 15, 1998. The period of use element was decreed as "irrigation season." In *A&B Irrigation Dist. v. Idaho Conservation League*, 131 Idaho 411, 423, 958 P.2d 568, 580 (1998), the Idaho Supreme Court remanded with the directive to include specific dates for the period of use element. Following remand, IDWR filed a *Supplemental Director's Report, Reporting Area 1, IDWR Basin 34, Regarding Revision of Period of use (For Irrigation Water Uses) and Conjunctive Management General Provisions*, which included an irrigation period of use recommendation for this water right. No objections were filed to this recommendation and the time period for filing objections has now expired.

THEREFORE, IT IS ORDERED that the period of use for the irrigation element of the above-captioned water right is hereby amended and decreed as:

PERIOD OF USE: 05-01 10-15

THE PERIOD OF USE FOR IRRIGATION DESCRIBED ABOVE MAY BE EXTENDED IN SEASONS OF UNUSUAL CHARACTERISTICS TO A BEGINNING DATE OF 04-20 AND AN ENDING DATE OF 10-31 AT THE DISCRETION OF THE DIRECTOR OF THE IDAHO DEPARTMENT OF WATER RESOURCES

IT IS FURTHER ORDERED that the *Partial Decree* for the above-captioned water right is hereby amended and decreed to contain the following:

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).

This order is being entered *nunc pro tunc* as of the date the *Partial Decree* was issued and is not intended to modify any subsequent administrative changes for the water right, if any, which occurred following entry of the *Partial Decree*.

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.

Dated December 14, 2001

Roger Burdick
ROGER BURDICK
Presiding Judge
Snake River Basin Adjudication

MICROFILMED
DEC 14 2001

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 34-00486A

1997 JAN 15 PM 1:04
DISTRICT COURT-SRBA
TWIN FALLS, IDAHO
FILED _____

NAME & ADDRESS: WANDA MONSON
114 E 90 S APT 1
MALAD ID 83252

SOURCE: BIG LOST RIVER TRIBUTARY: SINKS

QUANTITY: 0.8 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 2.04 CFS.
COMBINED RIGHT NOS.: 34-00889 AND 34-02377.

PRIORITY DATE: 06/01/1899

POINT OF DIVERSION: T07N R24E S34 SENWNW Within CUSTER County

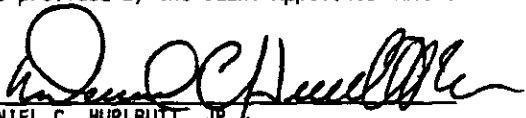
PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	Irrigation Season	0.8 CFS

PLACE OF USE: IRRIGATION Within CUSTER County
T06N R26E S07 SWNE 40 NESW 38
78 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 78 ACRES IN A SINGLE
IRRIGATION SEASON.
COMBINED RIGHT NOS.: 34-00889 AND 34-02377.

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.


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 34-00486A

MICROFILMED

PAGE 1
DEC-29-1997



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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 23, 2003

DAN MC INTOSH
4100 W 4107 N
MACKAY ID 83251

RE: Change of Ownership for Water Rights 34-486A and 34-889

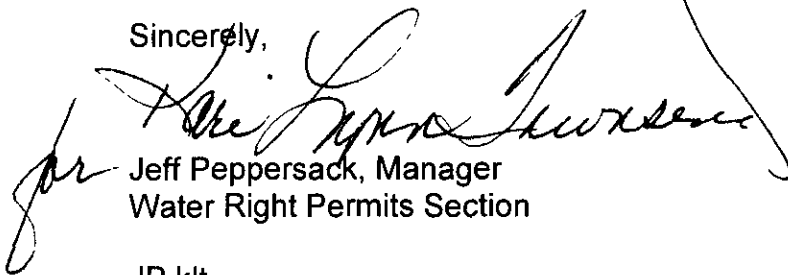
Dear Water Right Holder(s):

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. Also enclosed is a copy of a receipt showing a request for refund of \$25.00.

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,


Jeff Peppersack, Manager
Water Right Permits Section

JP.klt

Enclosures

MICROFILMED

NOV 14 2003