

Water Right Claim Number A47-04112
Township , 11S18E

10/24/2000



Irrigated Area

Place of Diversion

Section Line

Quarter Section Line

Roads

Streams and Canals

N



Water Right Claim Number A47-04112
Township , 11S18E

10/24/2000



 Irrigated Area

 Place of Diversion

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Legend





Irrigated Area

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Legend



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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A47-04113
Date Received: 9/12/1988
Receipt No: 500 2148
Received By: Am

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JACK J. BOX 208-734-5363
Address: 205 CLEAR SPRING DRIVE
RT. 4
TWIN FALLS,, ID 83301

AND/OR
Name: ELDA M. BOX 208-734-5363
Address: 205 CLEAR SPRING DRIVE
RT. 4
TWIN FALLS,, ID 83301

2. Date of Priority: JUL 01, 1963

3. Source: UNNAMED STREAM (CLEAR CREEK Trib. to: ROCK CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	16E	11	SE	NW	SE		TWIN FALLS

5. Description of diverting works:
PUMP AND SPRINKLER HEADS. STOCK DRINK DIRECTLY FROM STREAM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.180		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is 4.2 Acre Feet Per Annum.

9. Non-irrigation uses:
S/6 ASSORTED

A47-04113

Page 1

Date: 09/12/88

MICROFILMED
MAR 11 1993

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10S	16E	11	NW SE		IRR	1.4
Section Acres						1.4
Total Acres						1.4

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
NONE

14. Remarks:
LAND ACTUALLY IRRIGATED IS 1.4 ACRES IN N 1/2 OF LOT 11 AND S 50
FEET OF LOT 12 IN BLOCK 6 OF CLEAR BROOK ACRES SUBDIVISION.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: 0

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Jack L. Bay Date: 9-12-88

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 12th day
of Sept. 19 88

Lee A. Mente
Notary Public

Seal

Residing at Kimberly, IL
My Commission Expires 6/30/91

AJ0749NP
No. A47-04112

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

DATE: 08/25/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DAVID G WALKER 3174 N 3500 E KIMBERLY ID 83341 (208) 423-5274	05/01/1950	IRRIGATION	05-01 11-01	0.08 CFS	
TOTAL DIVERSION:					0.08 CFS	
CONSUMPTIVE USE:						12.00 AFA

Water Source: ROCK CREEK

Tributary to: SNAKE RIVER

Stage: STATUTORY CLAIM

Point(s) of Diversion: T11S R18E S21 NWSWNW

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM	
11S	18E	21	:															:	4.0	
TOTAL ACRES																			4.0	

POU County: TWIN FALLS

Non-Irrigation Uses: NONE

Other Rights: DOM. WELL.

Remarks: GEN ADDRESS CHANGE, ROUTE TO GRID.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

NOT FOR RECORD

Notice to Mailer of Correction in Address *OW.M.*

Addressee's Account Number (All numbers, dates, and letters)

47-14048, 47-04112

☐ No account number on mail

☐ Account number illegible

Addressee's Name

DAVID G. WALKER

Old Address (Include apartment or suite number)

RT 2

City, State, and ZIP Code

KIMBERLY ID 83341-9998

New Address (Include apartment or suite number)

3174 N 3500 E

City, State, and ZIP Code

KIMBERLY ID 83341-9998

This card is furnished: ☐ For address correction, as requested (your mailpiece was forwarded).
☐ In place of Form 3579 (see reason for nondelivery below).

The address portion of your mailpiece was not readily detachable. Reason for nondelivery:

☐ Moved, left no address

☐ No such street

☐ No such number

☐ Refused

☐ Attempted, not known

☐ Unclaimed

PS Form 3547, June 1995

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Southern Region

Notice # H47-4112

1041 Blue Lakes Blvd. N.
Twin Falls, Idaho 83301
(208) 734-3578

JULY 9, 1979

M.C. CLEMENTS
ROUTE 2
KIMBERLY

ID 83341

RE: Claim No. 47-4112

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

Loren O. Holmes
LOREN O. HOLMES
Southern Region Supervisor

Enclosure

MICROFILMED
NOV 29 1996
RECEIVED

FEB 09 1995
Department of Water Resources
Southern Region

Notice # A47-04112

Jan 19, 1995

To my knowledge, my Father, M. C. Clements started pumping water from Rock Creek in early 1950. He put this water to beneficial use to water his livestock, pasture & yard.

William L. Clements

State of Idaho

County of Twin Falls

S.S.

On this 19th day of January 19 95, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared William L. Clements, known to me to be the person whose name is subscribed to the within instrument and acknowledged to that he (she) executed the same.

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

Florence McMurlin

NOTARY PUBLIC for the State of Idaho

My commission Expires: 7/7/95

RECEIVED

FEB 09 1995

Department of Water Resources
Southern Region

MICROFILMED
NOV 29 1996

Notice # 847-04112

Form Approved OMB NO. 83-P

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT Twin Falls Bank & Trust Co. 102 Main Avenue So. P.O. Box 7 Twin Falls, Idaho 83301	B. TYPE OF LOAN 1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UN 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: 7. LOAN NUMBER: 8. MORT. INS. CASE NO.:
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C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Amounts marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: David G. Walker and Penney K. Walker	E. NAME OF SELLER: M.C. Clements and Floy Clements and Teresa Coe and Andrew Coe	F. NAME OF LENDER: Twin Falls Bank & Trust Co
G. PROPERTY LOCATION: Route 2 Kimberly, Idaho 83341	H. SETTLEMENT AGENT: North West Realty PLACE OF SETTLEMENT: Twin Falls, Idaho 83301	I. SETTLEMENT DATE:

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	\$45,000.00	401. Contract sales price	\$45,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	793.72	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	\$45,793.72	420. GROSS AMOUNT DUE TO SELLER	\$45,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	500.00	501. Excess deposit (see Instructions)	
202. Principal amount of new loan(s)	25,000.00	502. Settlement charges to seller (line 1400)	2,940.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposit or earnest money	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes 1-1-79 to 8-1-79	126.77	510. City/town taxes 1-1-79 to 8-1-79	126.77
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	\$25,626.	520. TOTAL REDUCTION AMOUNT DUE SELLER	\$ 3,066.77
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	45,793.72	601. Gross amount due to seller (line 420)	\$45,000.00
302. Less amounts paid by/for borrower (line 220)	25,626.77	602. Less reduction amount due seller (line 520)	(3,066.77)
303. CASH (X FROM) () TO) BORROWER	\$20,166.95	603. CASH (X TO) () FROM) SELLER	\$41,933.23

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

STATE OF IDAHO, COUNTY OF Twin Falls

On this 23rd day of July, 19 79,
before me, a Notary Public in and for said State, personally
appeared

David G. Walker and Penney K. Walker,
husband and wife

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Notary Public,

Residing at Twin Falls Idaho.

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for record at
the request of

at minutes past o'clock M.,
this day of
19 , in my office, and duly recorded in Book
of Mortgages at page

Ex-Officio Recorder.

By Deputy

Fees. \$
Mail to:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR
TITELWEST OF TWIN FALLS

TRUSTEE

BENEFICIARY

Dated , 19

FIRST AMERICAN TITLE COMPANY

P. O. Box 1801
1136 Blue Lakes Blvd.
Twin Falls, Idaho 83301
Phone (208) 734-2905

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To TITELWEST OF TWIN FALLS

Idaho,

, 19

, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.,

THIS DEED OF TRUST, Made this 23rd day of July, 1979, BETWEEN

DAVID G. WALKER and PENNEY K. WALKER, husband and wife herein called GRANTOR, whose address is Route # 2, Kimberly, Idaho 83341

TITLEWEST OF TWIN FALLS, INC., dba FIRST AMERICAN TITLE COMPANY, an Idaho Corporation, herein called TRUSTEE, and PAT WALKER

herein called BENEFICIARY, WITNESSETH: That Grantor does hereby irrevocably GRANT, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Twin Falls, State of Idaho, described as follows and containing not more than twenty acres:

That part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 11 South, Range 18 East of the Boise Meridian, described as follows:

PARCEL I: Commencing at the North west corner of the said SW $\frac{1}{4}$ NW $\frac{1}{4}$, thence a distance of 398.5 feet on a bearing of North 90° 00' East to a point, which is the real point of beginning; thence South 1° 10' East a distance of 293.56 feet; thence North 56° 00' East a distance of 232.5 feet; thence North 1° 10' West a distance of 175.0 feet; thence North 90° 00' West a distance of 200.0 feet to the real point of beginning.

PARCEL II: Commencing at the Northwest corner of the said SW $\frac{1}{4}$ NW $\frac{1}{4}$, which is the real point of beginning; thence South 33° East 555 feet; thence North 39° 33' East 184.7 feet; thence North 1° 10' West 293.56 feet; thence a distance of 398.5 feet on a bearing of North 90° 00' West, to a point, which is the real point of beginning.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Two-Thousand Six-Hundred-Six & 99/100 - - - - - Dollars, (\$2,606.99), final payment due July 23rd, 1995

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Notice #
A47-04/12

FEDERAL NATIONAL MORTGAGE ASSOCIATION
AFFIDAVIT OF PURCHASER AND VENDOR

I. PARTIES: (Name and address)
Lender Twin Falls Bank & Trust Company
102 Main Ave. So., P.O. Box 7, Twin Falls, Idaho 83301
Mortgage Insurer N/A
(If applicable)
Property Vendor M.C. Clements & Floy Clements and Teresa Coe and Andrew Coe
Property Purchaser David G. Walker and Penney K. Walker

II. PROPERTY ADDRESS OR LEGAL DESCRIPTION: (Attach supplemental sheet if necessary)

III. THE PURPOSE OF THE LOAN ON THIS PROPERTY IS:

- ☒ To purchase it from the above vendors — Total Purchase Price \$ 45,000.00
☐ To refinance outstanding debt.
☐ Other (Explain)

IV. FINANCIAL TERMS:

First Mortgage Amount \$ 25,000.00
Cash Equity (Not necessary for refinance) 17,393.01
Secondary Financing:
Amount 2,606.99
Interest Rate 9 % Term _____ (Mos)
Monthly Payment \$ _____
Name and Address of Holder: _____

Other (Explain) _____

Total Purchase Price (Not necessary for refinance) \$ 45,000.00

V. LIENS: If this loan exceeds 80% of the appraised value or the purchase price of the property described in Item II above, no lien or charge upon such property has been given or executed or has been contracted or agreed to be so given or executed by Property Purchaser to any person, including Property Vendor, except for (1) liens disclosed in Item IV hereof, or (2) liens or charges which will be discharged from the proceeds of the subject mortgage.

VI. OCCUPANCY: Purchaser is now actually occupying the property described in Item II above or in good faith intends to so occupy such property as the principal residence.

VII. INDUCEMENT: The certifications of this Affidavit are for the purpose of inducing the Lender named above or its assignees to make or purchase the first mortgage described by the Affidavit, and inducing the Mortgage Insurer, if any, to insure such loan. Those executing this Affidavit acknowledge that if this loan exceeds 80% of the value or purchase price of the property and is made by a Federal Savings and Loan Association, and/or is subsequently purchased by a Federal Savings and Loan Association, the certifications of this Affidavit shall be used for the purpose of inducing a Federal Savings and Loan Association to enter into such transaction and that the provisions of Section 1014 of Title 18, United States Code, which provide in part "Whoever knowingly makes any false statement or report for the purpose of influencing in any way the action of... a Federal Savings and Loan Association... upon any application... shall be fined not more than \$5,000 or imprisoned not more than two years or both," are applicable to such transaction.

VIII. PROPERTY VENDOR: The PROPERTY VENDOR hereby certifies that, to the extent PROPERTY VENDOR is a party, the Financial Terms, including Total Purchase Price, and the Liens are as set forth in Items III and IV above, hereby acknowledges the inducement purpose of this Affidavit as set forth in Item VII above, and certifies that certain of the prepaid expenses involved in the transaction (i.e. interest charges, real estate taxes, hazard insurance premiums, and private mortgage insurance renewal premiums) have not been paid by the vendor on behalf of the property purchaser.

Sworn to and subscribed before me

this _____ Day of _____ 19 _____

(Signature)

(Signature)

Date _____

Notary Public for _____

County, State of _____

(Notarial Seal)

IX. PROPERTY PURCHASER: The PROPERTY PURCHASER hereby certifies that the Financial Terms, including Total Purchase Price, the Liens and Occupancy are as set forth in Items III, IV, and VI above, and hereby acknowledges the inducement purpose of this Affidavit as set forth in Item VII above.

Sworn to and subscribed before me

this _____ day of _____ 19 _____

(Signature)

(Signature)

Date _____

Notary Public for _____

County, State of _____

(Notarial Seal)

X. LENDER: Lender, by execution hereby, represents that the aforementioned statements are true and correct to the best of its knowledge.
TWIN FALLS BANK & TRUST CO.

(Lender)

by _____

(Signature)

Vice President

(Title)

Date _____

LENDER USE ONLY

Value \$ _____

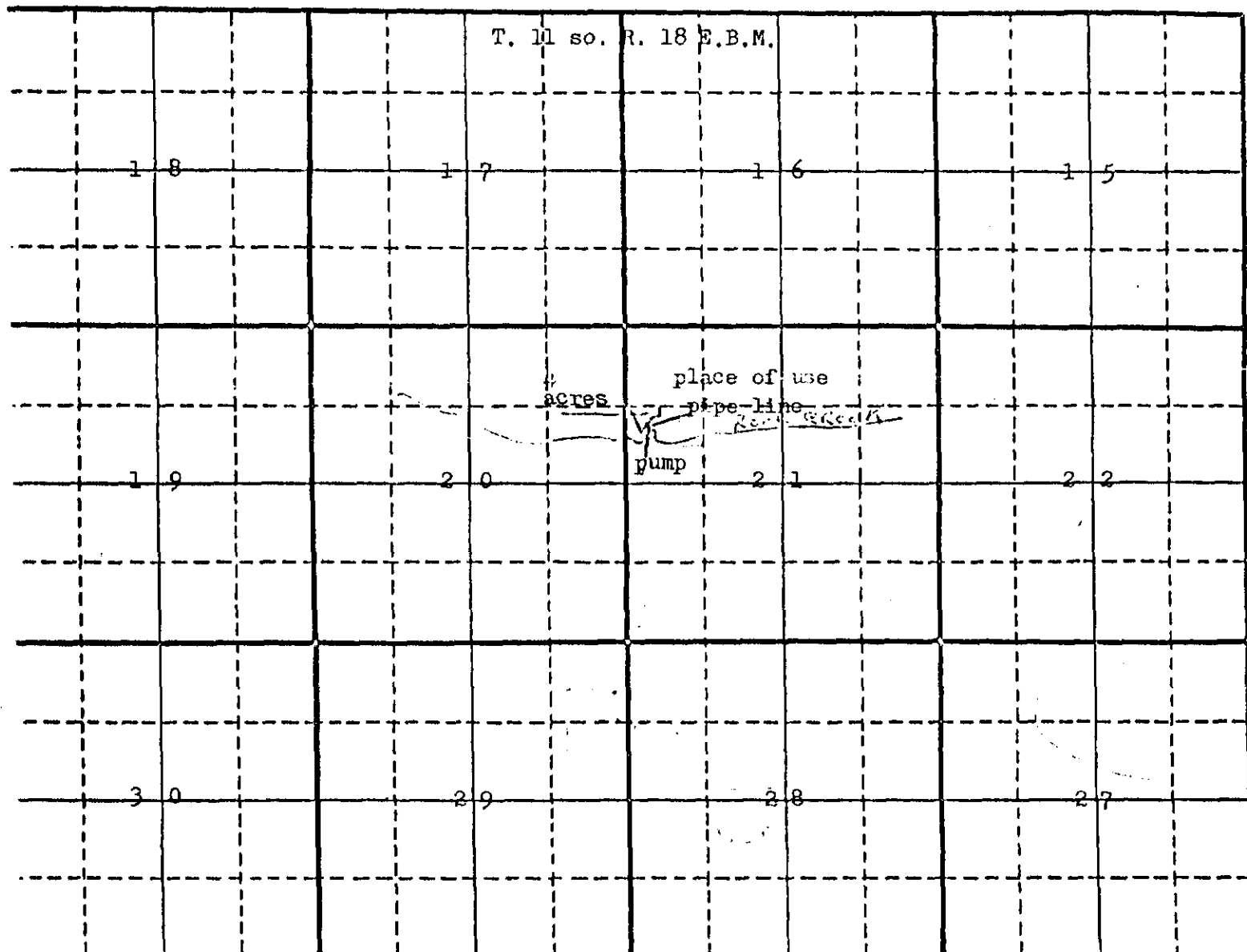
Mortgage _____

Percent of Loan

to Value _____

This form should be executed by purchaser(s), vendor(s) and lender no later than the date on which any disbursements on the loan is made

(8) Remarks SEE EXHIBIT "A" ATTACHED HERETO



scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)

County of Twin Falls) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 29 day of May, 1977.

P. C. Clemente
(Claimant)

Don Hatch
Notary Public
Residing at Twin Falls, Idaho

My commission expires Feb., '81

FOR DEPARTMENT USE ONLY

Received by ADM Date 6-1-77 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by AD Date 6-6-77 claimant by: _____
\$20.00 fee received by manya Date 6-1-77 # 13213
Published in Times, Idaho
Dates 6/21 & 6/28/77

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that M. C. CLEMENTS

ROUTE # 2 Kimberly, Idaho 83341 (Name of Claimant)
(Mailing Address) (Zip Code) Telephone No. 423-5887

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1950 May 1

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Rock Creek tributary to Snake River

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

	(cfs, gpd, AFA)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
			(Mo., Day)	(Mo., Day)
Quantity	<u>.08 cfs</u>	Use <u>irrigation</u>	Period of Use From <u>May 1</u>	To <u>Nov. 1</u>
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To

(4) TOTAL QUANTITY USED.

(cfs, gpd, AFA)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SW 1/4 NW 1/4, Sec. 21 Twp. 11 S Rge. 18 E B.M., County of Twin Falls

Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. 1 H.P. pump through 1 1/2" pipe line 450 feet long

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11	18	21							4										4

No. of acres 4

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered:

(7) If you are claiming water as a member of an organization, list name of organization:

MICROFILMED
NOV 29 1996

David Walker
3174 N 3500 E
Kimberly Id 83341



RECEIVED

FEB 09 1995

Department of Water Resources
Southern Region

NOV 29 1995
MICROFILMED

Dept of Water Resources
222 Shoshone St East
Twin Falls Id
83301



DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho

(208) 736-3033

GOVERNOR PHILIP E. BATT

Governor PHILIP E. BATT

R. KEITH HIGGINSON
Director

January 10, 1995

A47-04112

DAVID G. WALKER

RT. 2

KIMBERLY

ID 83341

RE: Evidence of Priority

Dear Claimant:

* RESPONSE DEADLINE *
* MARCH 15, 1995 *

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, at a later date, conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, **proof must be provided by the claimant supporting the priority date claimed.**

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the department. If you have received this correspondence from the previous owner of the property it is recommended that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Please find enclosed a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

SPECIAL NOTE: The Department will not recommend the Notice be decreed by the court as claimed if no evidence of a priority date is submitted. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement must be in the form of a

January 10, 1995
page 2

notarized affidavit.

Please submit the required evidence supporting the priority date by March 15, 1995, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,

Douglas Jones, P.E.
Water Rights Supervisor

Enc.

MICROFILMED
NOV 29 1995

JPC

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A47-04112
Date Received: 1/05/1989
Receipt No: 5005745
Received By: na

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DAVID G. WALKER 208-423-5274
Address: RT. 2
KIMBERLY, ID 83341

2. Date of Priority: MAY 01, 1950

3. Source: ROCK CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	18E	21	NW	SW	NW		TWIN FALLS

5. Description of diverting works:
3 H.P. PUMP THROUGH 2" PIPELINE 450 FEET LONG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	11/01	0.080		

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

8. Total consumptive use is 12.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	18E	21	SW	NW		IRR	4.0
Section Acres							4.0

A47-04112

Page 1

Date: 01/05/89

MICROFILMED
MAR 11 1993

10. Place of Use: Continued

Total Acres 4.0

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
DOM. WELL.

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): [Signature] Date: 1-5-89
_____ Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 5 day

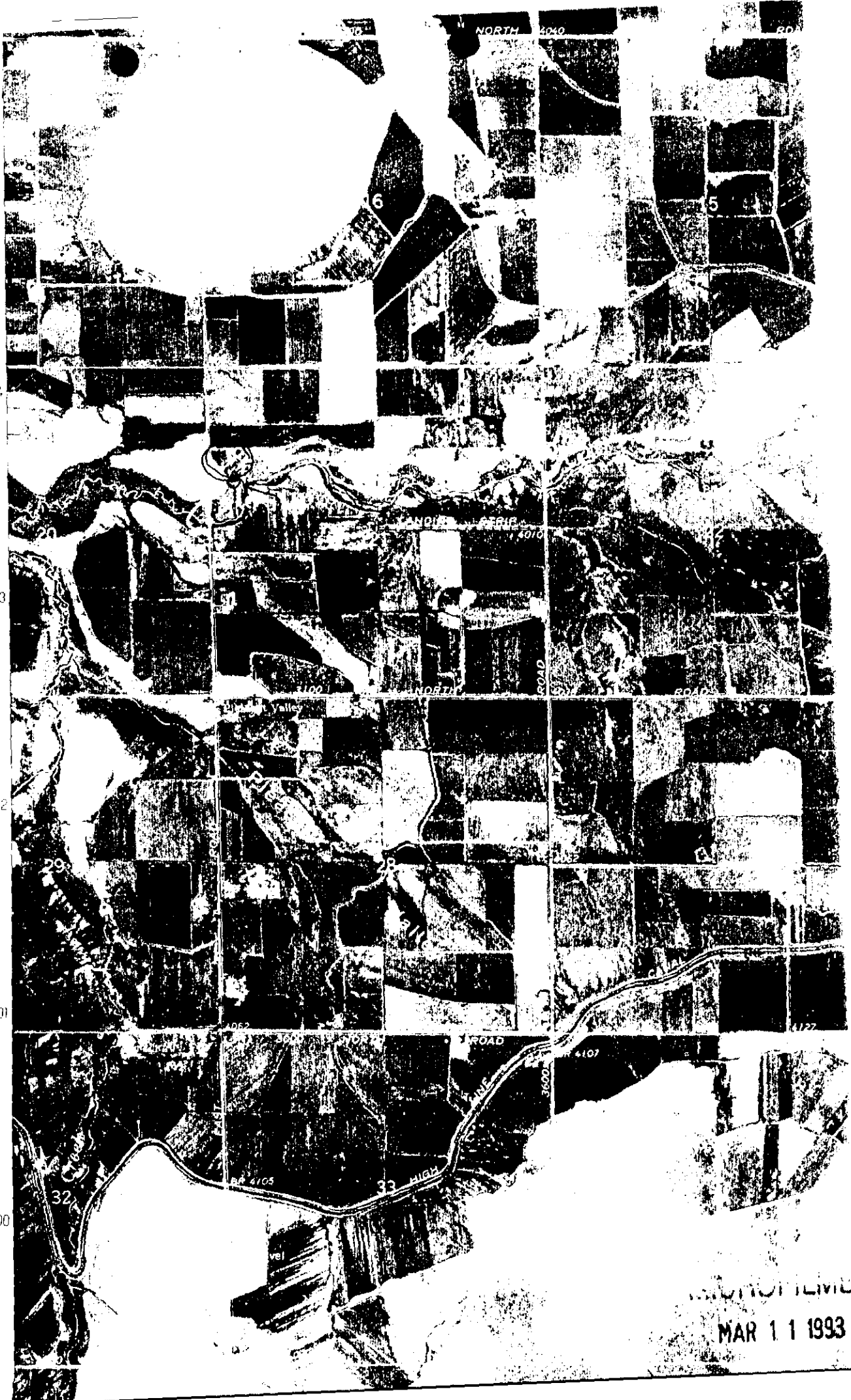
of Jan 19 89

Seal

[Signature]
Notary Public

John Carlson, Notary Public
Residing at _____ Residing at Boise, Idaho
My Commission Expires June 2, 1994
My Commission Expires _____

405
404
27 30"
403
402
401
400



IS

PHOTO FILMED
MAR 11 1993



DEPARTMENT OF WATER RESOURCES

Idaho Region, 222 Shoshone St. East, Twin Falls, Idaho (208) 736-3033

GOVERNOR PHILIP E. BATT

R. KEITH HIGGINSON
Director

January 10, 1995

A47-04113
JACK J. BOX
205 CLEAR SPRING DRIVE
RT. 4
TWIN FALLS, ID 83301

RE: Evidence of Priority

* RESPONSE DEADLINE *
* MARCH 15, 1995 *

Dear Claimant:

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, at a later date, conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, proof must be provided by the claimant supporting the priority date claimed.

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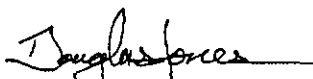
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January 10, 1995
page 2

notarized affidavit.

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Sincerely,


Douglas Jones, P.E.
Water Rights Supervisor

Enc.



DEPARTMENT OF WATER RESOURCES

Idaho Water Resources Division
Idaho Region, 222 Shoshone St. East, Twin Falls, Idaho

(208) 736-3033

Idaho Governor
Governor PHILIP E. BATT

R. KEITH HIGGINSON
Director

January 10, 1995

A47-04113
ELDA M. BOX
205 CLEAR SPRING DRIVE
RT. 4
TWIN FALLS, ID 83301

RE: Evidence of Priority

* RESPONSE DEADLINE *
* MARCH 15, 1995 *

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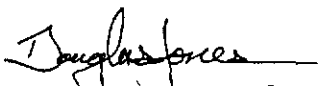
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January 10, 1995
page 2

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Sincerely,


Douglas Jones, P.E.
Water Rights Supervisor

Enc.

Log for claim A47-04112

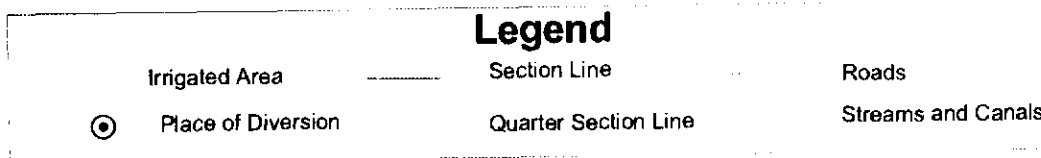
Spatial Dynamics BTD

10/24/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
11s18e	21	SWNW	4	2.8	
Totals:			4	2.8	

Water Right Claim Number A47-04112
Township , 11S18E

10/24/2000

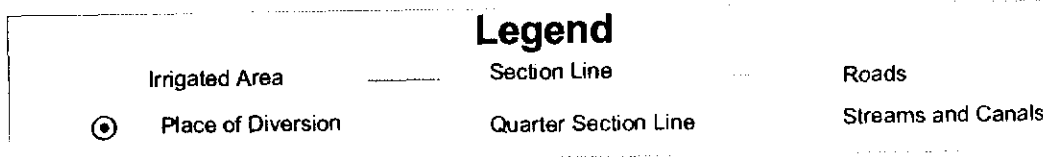


300 0 300 600 Feet



Water Right Claim Number A47-04112
Township , 11S18E

10/24/2000

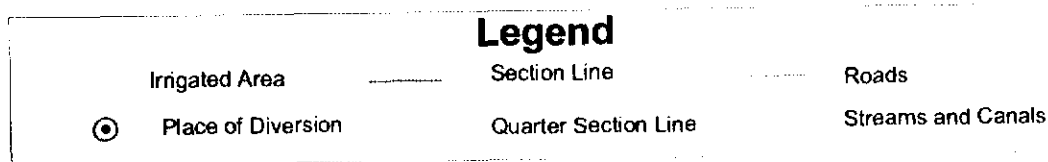


300 0 300 600 Feet



Water Right Claim Number A47-04112
Township , 11S18E

10/24/2000



300 0 300 600 Feet



AJ5809NP
No. A47-04112

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00
PAGE: 315

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DAVID G WALKER 3174 N 3500 E KIMBERLY ID 83341 (208) 423-5274	05/01/1950	IRRIGATION	05-01 11-01	0.080 CFS	
TOTAL DIVERSION:					0.080 CFS	
CONSUMPTIVE USE:						12.00 AFA

Water Source: ROCK CREEK

Tributary to: SNAKE RIVER

Stage: STATUTORY CLAIM

Point(s) of Diversion: T11S R18E S21 NWSWNW

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

		NE				NW				SW				SE				
T	R S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
11S	18E 21	:		:		:		:		:		:		:		:		4.0
TOTAL ACRES																	4.0	

POU County: TWIN FALLS

Non-Irrigation Uses: NONE

Other Rights: DOM. WELL.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
47-13928 47-14048 A47-02467 A47-14048

Other Water Rights Listing Overlapping Place(s) of Use:
A47-02479 A47-02479B

Remarks: GEN ADDRESS CHANGE, ROUTE TO GRID.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

Audit: 03/21/89 CLELLAND 03/30/95 POST-STD 08/25/98 SSHERMAN

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that M. C. CLEMENTS

(Name of Claimant)

ROUTE # 2

Kimberly, Idaho 83341

(Mailing Address)

Telephone No. 423-5887

(Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) 1950 May 1

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Rock Creek tributary to Snake River

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, gpd, AFA)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	<u>.08 cfs</u>	Use	<u>irrigation</u>	Period of Use From <u>May 1</u>	To <u>Nov. 1</u>
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

- (4) TOTAL QUANTITY USED.

(cfs, gpd, AFA)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

SW ¼ NW ¼, Sec. 21 Twp. 11 S Rge. 18 E B.M., County of Twin Falls

Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. 1 H.P. pump through 1½" pipe line 450 feet long

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
11	18	21							4										4

No. of acres 4

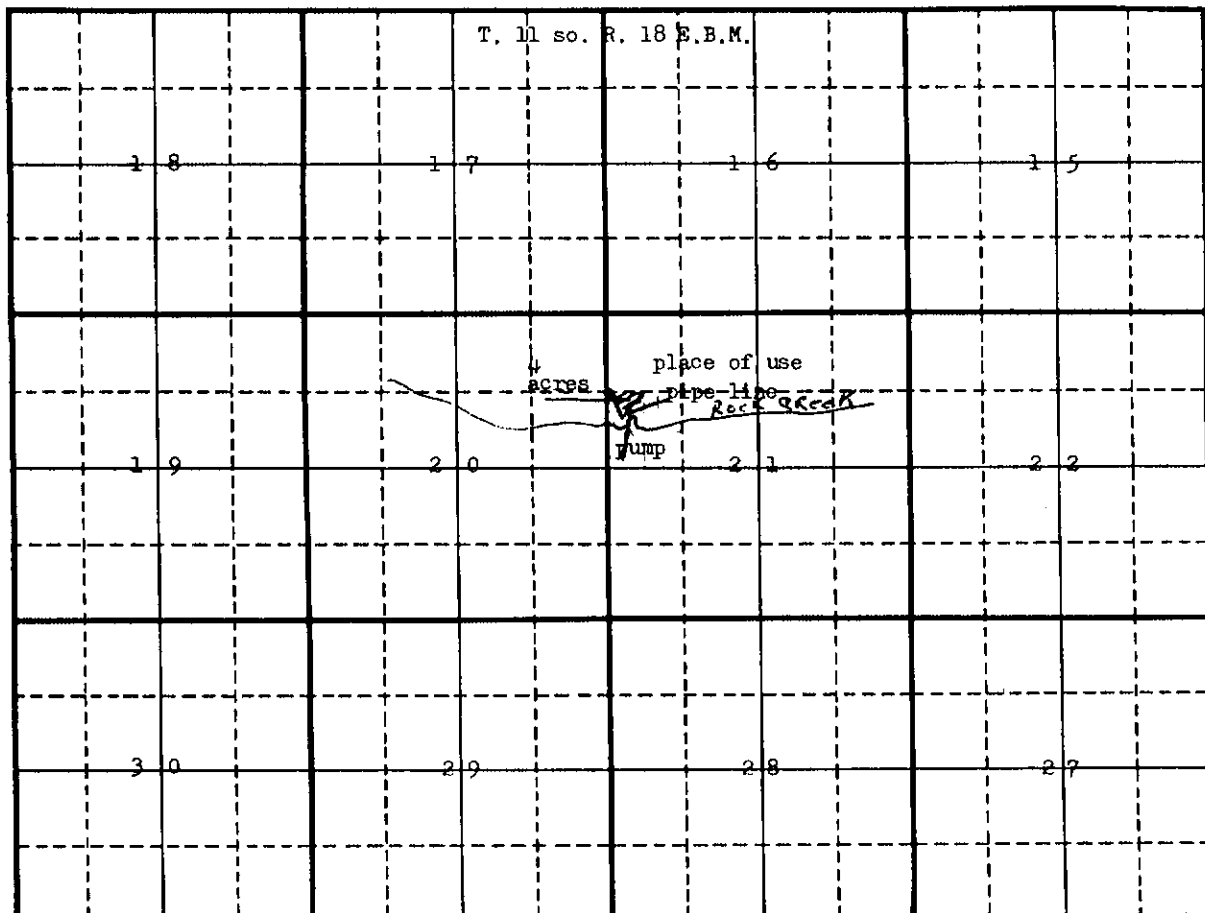
- B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered:

- (7) If you are claiming water as a member of an organization, list name of organization:

MICROFILMED

(8) Remarks SEE EXHIBIT "A" ATTACHED HERETO



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Twin Falls) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 29 day of May

M. C. Clements
(Claimant)

Dan Hatch
Notary Public
Residing at Twin Falls, Idaho

My commission expires Feb., 81

FOR DEPARTMENT USE ONLY

Received by adm Date 6-1-79 Exception filed by: _____ Date _____
Prelim. check by adm Date 6-6-79 Forwarded to claimant by: _____
\$20.00 fee received by adm Date 6-1-79 #13213
Published in Times Journal
Dates 6/21 & 6/28/79