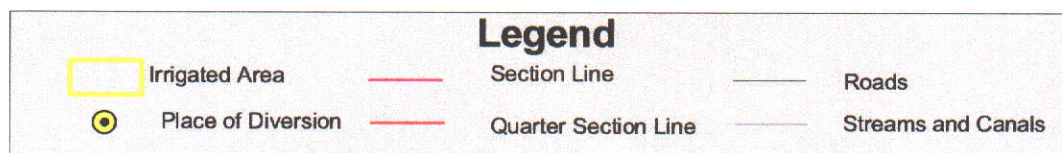
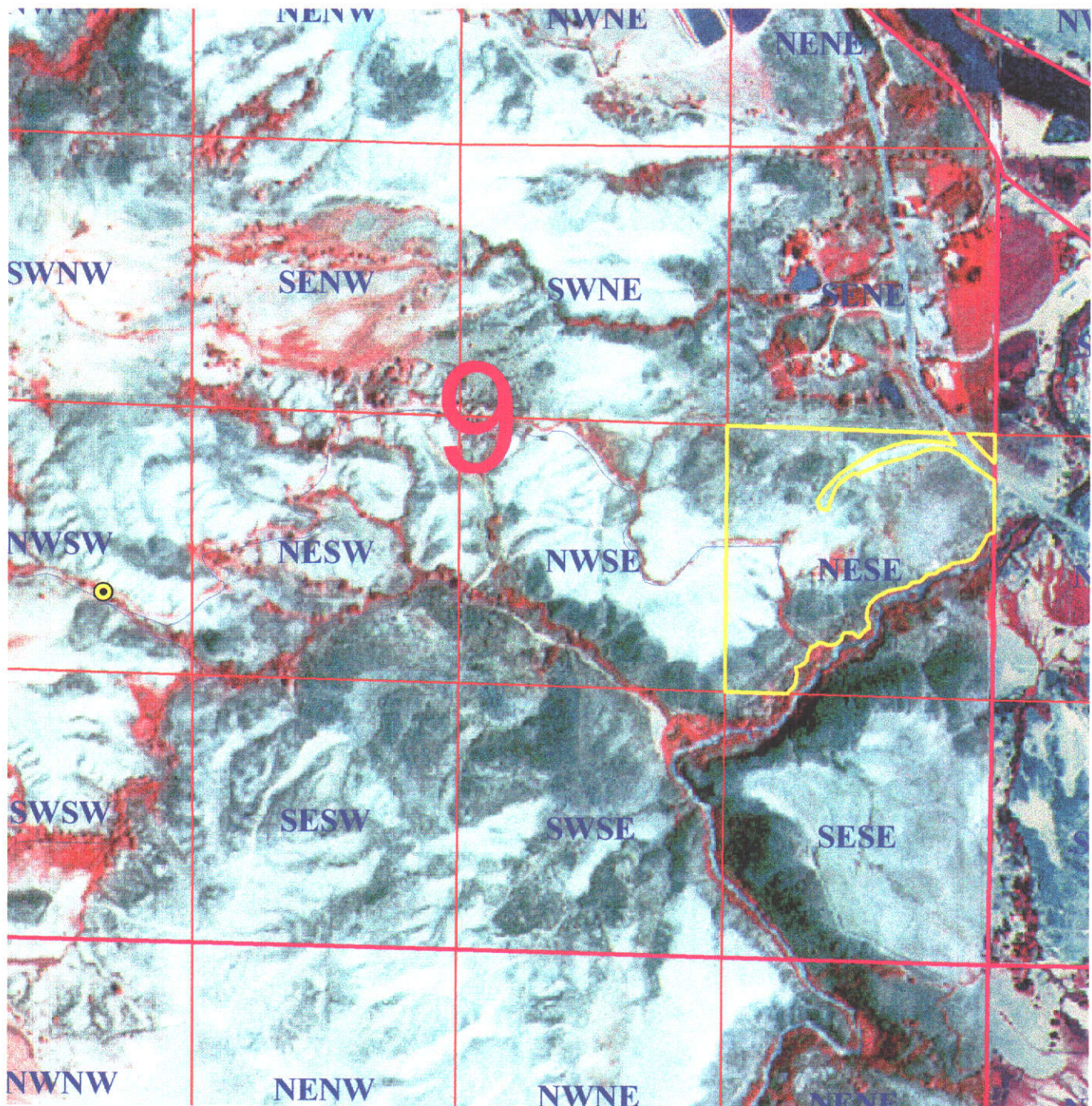


Water Right Claim Number 47-04177E
Township , 9S14E

02/21/2001

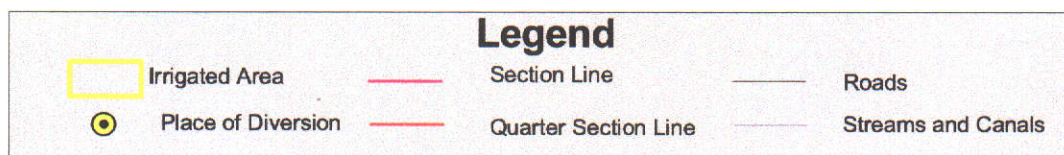
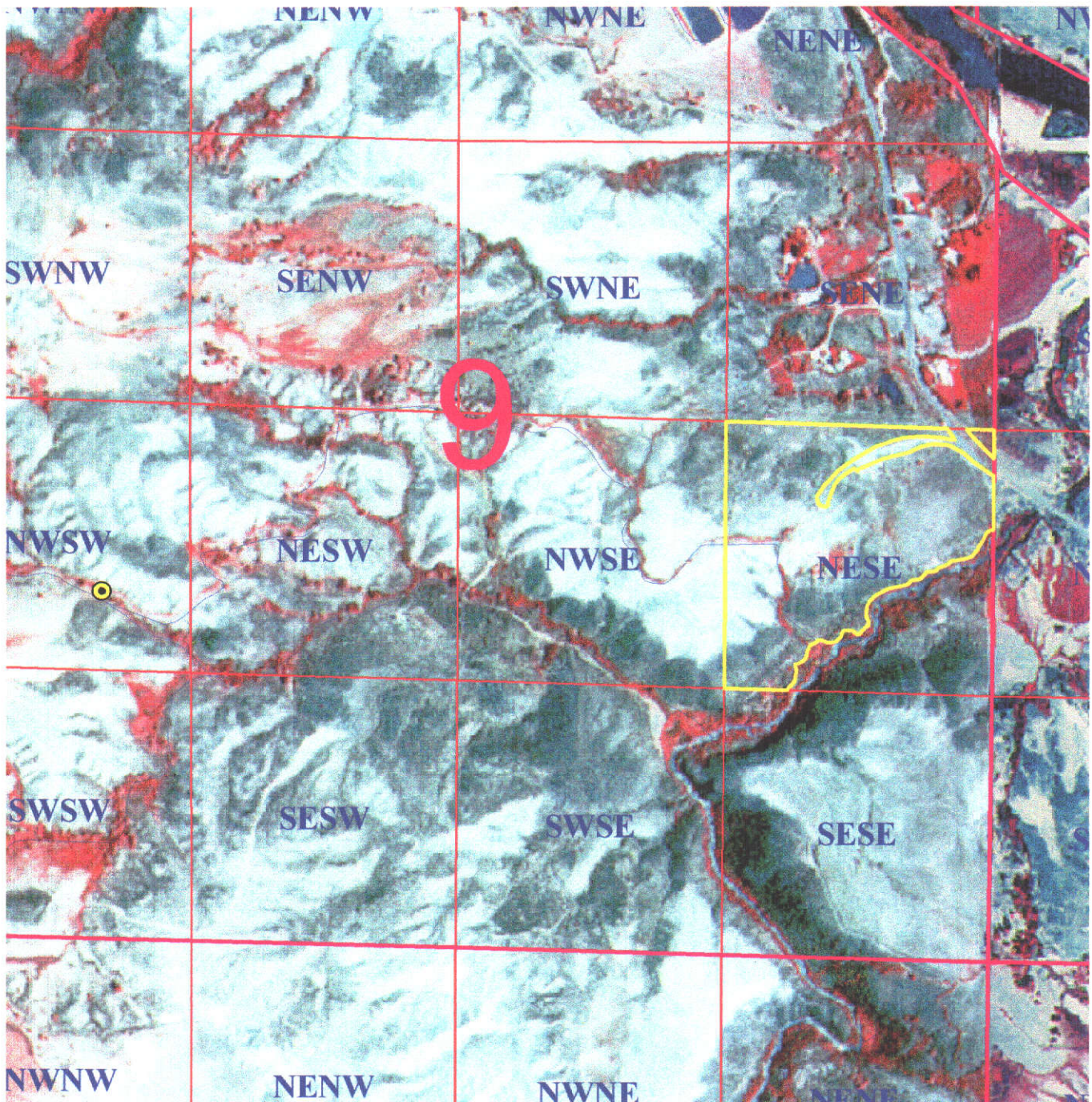


500 0 500 1000 Feet



Water Right Claim Number 47-04177E
Township , 9S14E

02/21/2001



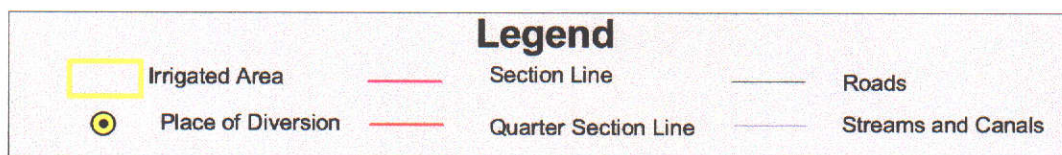
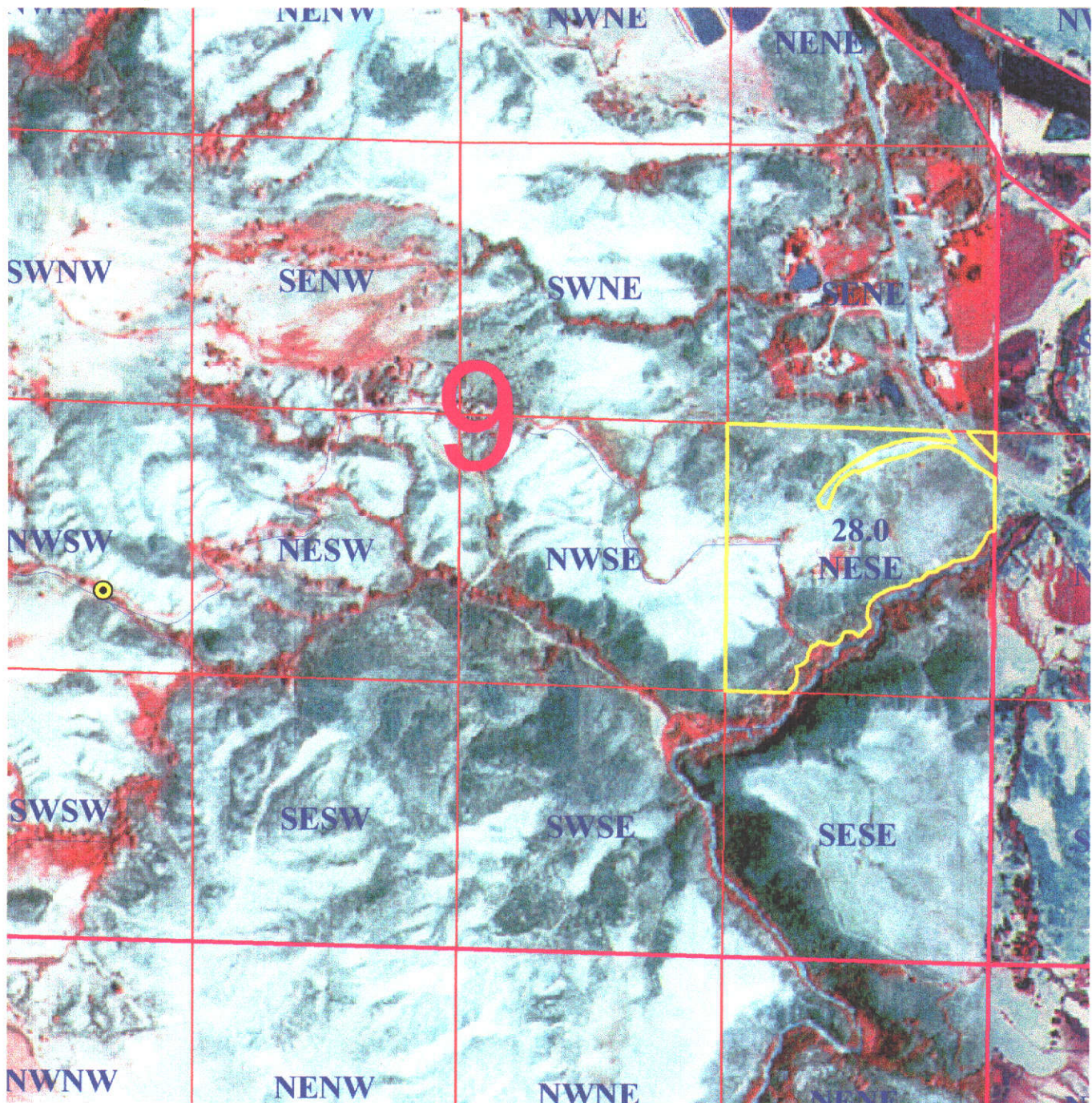
500 0 500 1000 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-04177E
Township , 9S14E

02/21/2001

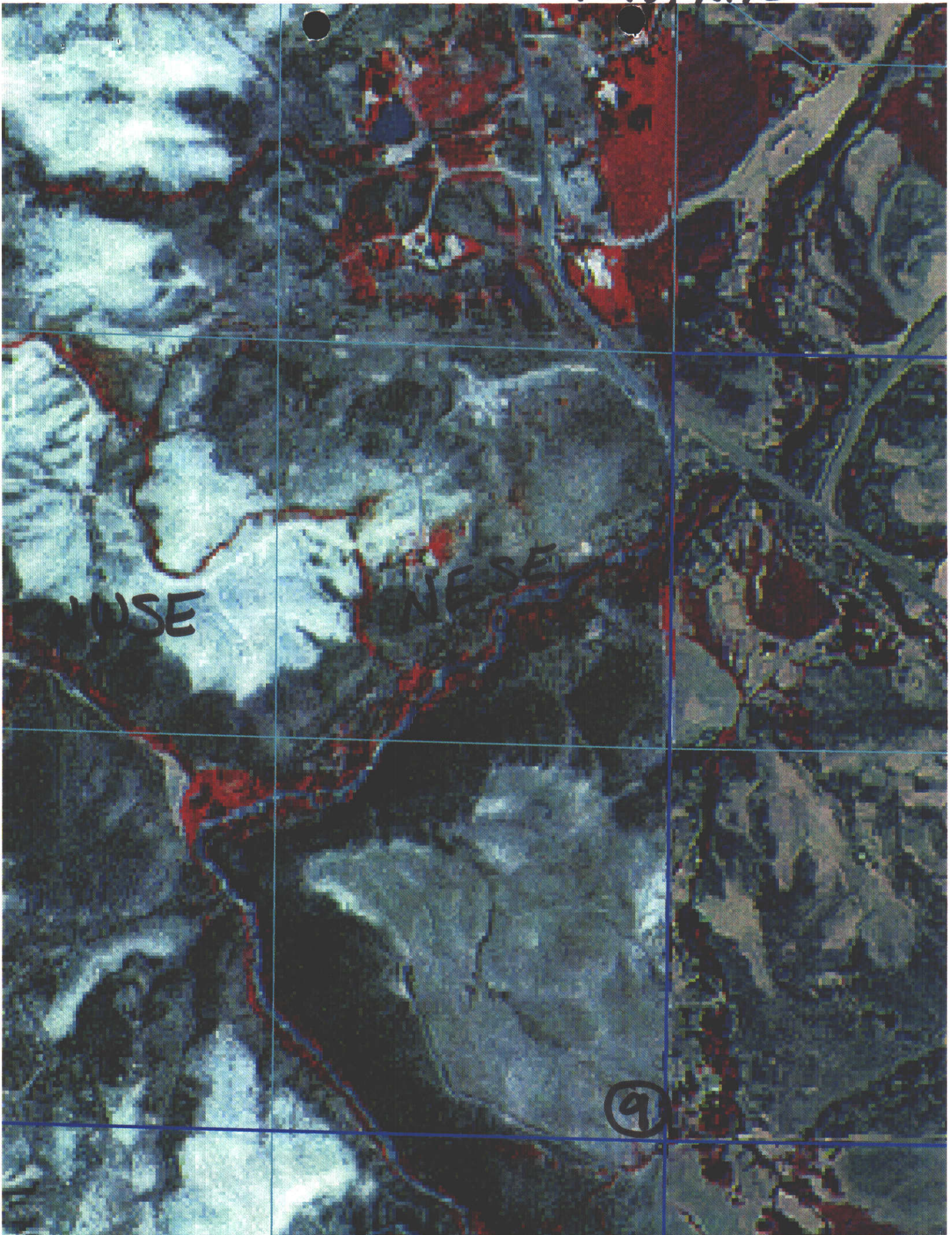


500 0 500 1000 Feet



SPATIAL
DYNAMICS

T095, R14E



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

Ident. Number: A47-04177E
Date Received: 7/28/1999
Receipt No: S022404
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MARJORY CHESSMORE 208-543-4460
Address: 157 CHESSMORE DR
BUHL ID 83316

2. Date of Priority: JAN 1, 1928

3. Source: UNNAMED STREAM Trib. to: DEEP CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	14E	9	NW	SW			TWIN FALLS

5. Description of diverting works:
DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.120		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	14E	9	NE	SE		IRR	6.0

Section Acres 6.0

Total Acres 6.0

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:

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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: _____

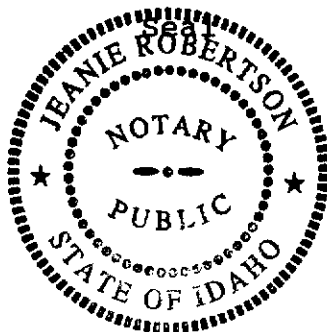
For Individuals:

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

Signature of Claimant(s): Mayory Olesson Date: 7-28-99
_____ Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 28th day
of July 19 99
Jeanie Robertson
Notary Public



Residing at Twin Falls, Id.
My Commission Expires 9-23-2000

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: 8022404

Date: 7/28/1999
Time: 11:19:08

Received
From: CHESSMORE, MARGE

Type of Payment		Program A cct		Amount
ADJUDICATION FEE	41503	337	1155	50.00
CHECK	1452			
			Total	\$ 50.00

A47-04177E -

Water Right Numbers -

Region: SOUTHERN

Signature: Jeanie Robertson

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent JEANIE M ROBERTSON

DATE

July 27, 1999 10:39am

CUSTOMER

GARY DAVIS/MARJORY WALDEN

47-04177(E)

SUBJECT: ?? ON WATER RIGHT/CLAIM ??
phone call (.) walk-in (X)

They were in yesterday with questions on water rights or claims for some property in T09S, R14E, NESE of Section 9. I told them I would take the information and do some research and get back to them...

She indicated she is thinking of putting the place up for sale and wanted to get the water rights straightened out first. There is an old statutory claim (47-04177) which appears to be appurtenant to this property. It has several claims already filed on it and is overclaimed already, but it looks like she is entitled to file another claim on her 6 acres and .12 cfs. Gary said the land hadn't been irrigated in some time, it was just waiting for development. I reminded him that Idaho Code 42-222(2) states that if land isn't irrigated for 5 or more consecutive years, the water right is subject to forfeiture. They will call for an appointment soon to file a new claim...

7/28/99

They came in this morning and she filed a claim for "Part E" of 47-04177. I just charged the \$50.00 filing fee as the acres were already paid for. According to ML3, she was never sent Notice and we haven't done Second Round in Basin 47, so I didn't charge a late fee...



GARY W. DAVIS
Central Area Field Officer

Military Division
Bureau of Disaster Services
1069 Frontier Road
Twin Falls, ID 83301-3371
E-mail: gdavis@bds.state.id.us
(208) 736-3076 (Phone)
(208) 736-3074 (Fax)
(208) 731-4031 (Cellular)
Internet: www.state.id.us/bds/bds.html

WR5809NP
No. 47-04177

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 07/28/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MELISSA SMALLEY	01/01/1928	IRRIGATION	03/15 11/15	1.000 CFS	
			STOCKWATER	01/01 12/31	0.020 CFS	
			DOMESTIC	01/01 12/31	0.020 CFS	
TOTAL DIVERSION:					1.000 CFS	

Water Source: UNNAMED STREAM

Tributary to: DEEP CREEK

Stage: STATUTORY CLAIM

Point(s) of Diversion: T09S R14E S09 NWSW

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	
---	---	---	:	---	---	---	---	---	---	---	---	---	---	---	---	---
09S	14E	9	:									20	30			50.0
TOTAL ACRES															50.0	

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Place of use location for DOMESTIC is the same location as described for: IRRIGATION

Pou County: TWIN FALLS

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
47-04171 P47-08394

Other Water Rights Listing Overlapping Place(s) of use:
47-04215 47-04271 47-07825 47-07892

Dates:	App. Received:	Priority Date:	01/01/1928
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

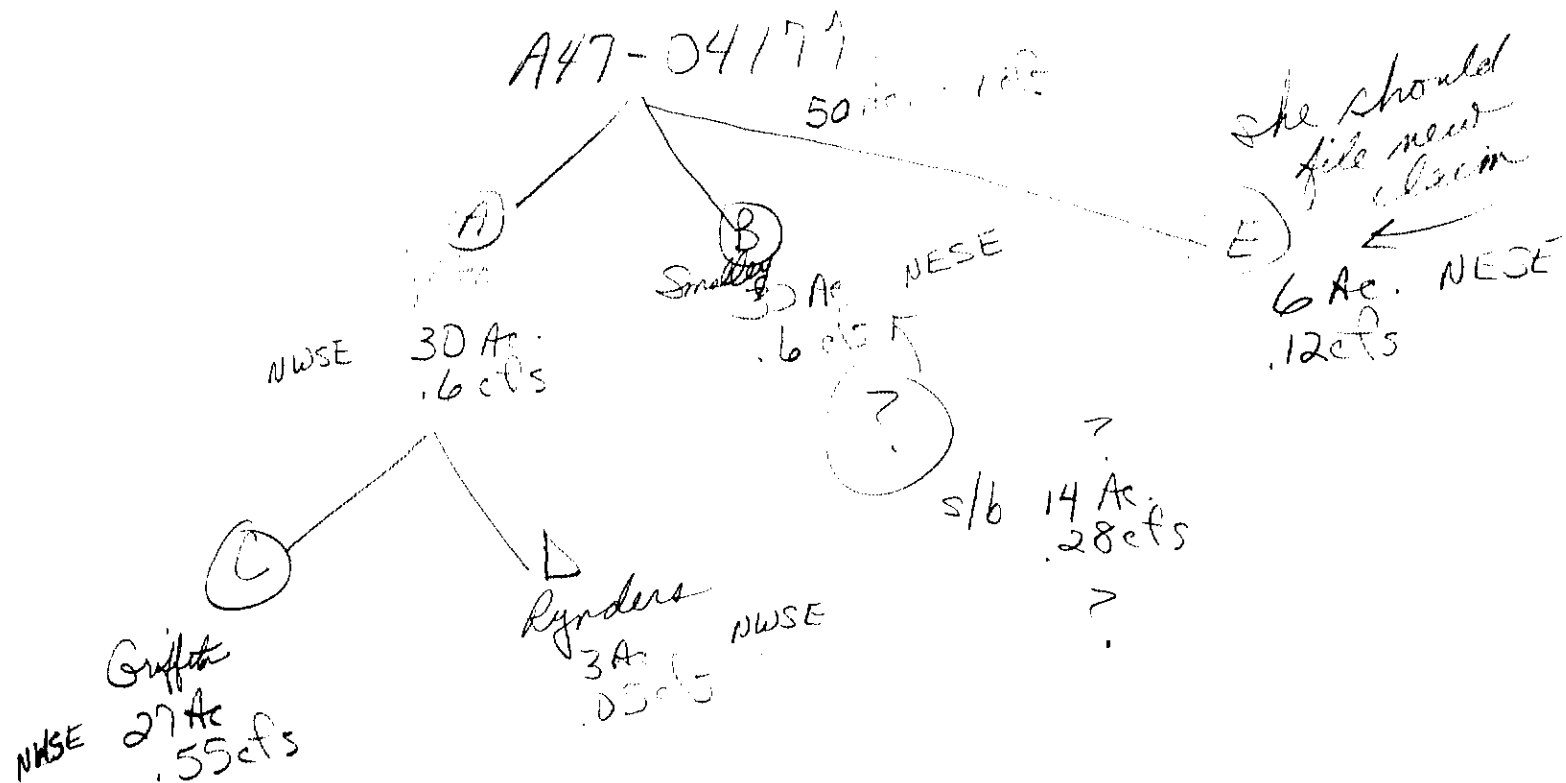
Misc:	Water District Number:	Field Exam Fee:
-------	------------------------	-----------------

Audit: 03/07/86 05/28/88 CONVERT

SD-0611-2 Basin: 47 Starting Water Right: 04177

S E L	Water Right No.	Name Last, First	O W N	Priority Date	STG/ STS	Source	Use Desc	S Y S
-	47-04177	SMALLEY, MELISSA	C	01/01/1928	S/	UNNAMED STREAM	IRR STOCK DOMEST	WR
-		30 NESE 30 NWSE 50Ac - 1cfs						
-	A47-04177	SPLIT RIGHT	C	01/01/1928	/Z	UNNAMED STREAM SPLIT RIGHT	IRR STOCK DOMEST	AJ
-	A47-04177A	SPLIT CLAIM	C	01/01/1928	/Z	UNNAMED STREAM SPLIT CLAIM	IRR	AJ
-	A47-04177B	SMALLEY, TIM	C	01/01/1928	S/	UNNAMED STREAM	IRR	AJ
-		SMALLEY, KAREN	C				STOCK	
-	A47-04177C	GRIFFITH, ROD	C	01/01/1928	S/	UNNAMED STREAM	IRR	AJ
-	A47-04177D	RYNDERS, LINDA	C	01/01/1928	S/	UNNAMED STREAM	IRR	AJ
-		RYNDERS, RODERICK K	C					

* Decreed copied to Water Right Database (G6=Print Profile Rpt) (G8=Cancel)
 (Enter=Continue) (G1=Print Screen Query) (G7=This Query) (Menu _____)

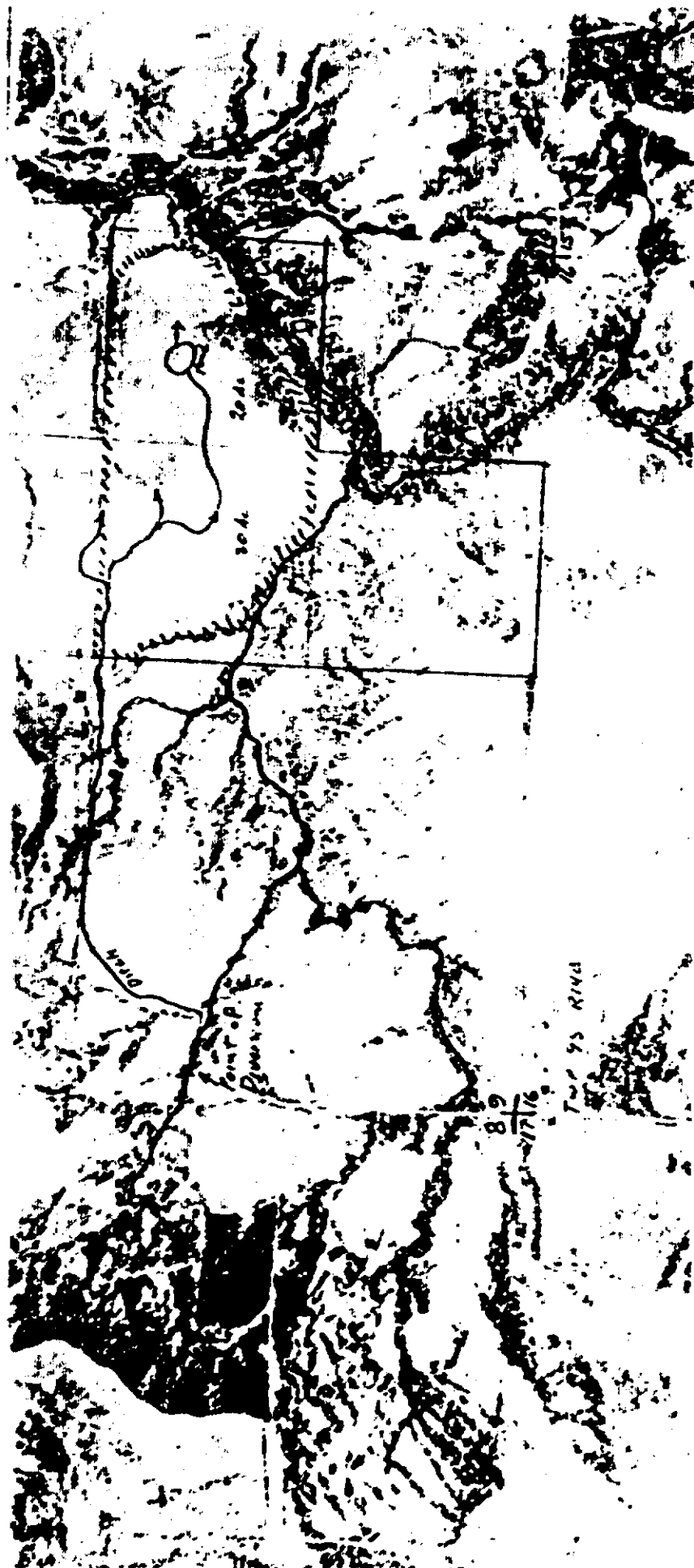


6. If you're claiming status as a member of an organization, list name of organization:

Prepared by SAN CONSERVATION SERVICE - U.S. BUREAU OF LAND MANAGEMENT
 CONSERVATION PLAN MAP
 comparing with
 BALANCE SHEET



San Antonio National Forest
 County, Texas
 Date
 1960
 1960
 1960



8/9
 1/16

Top 95 Road

(8) Remarks



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

Be it known that the undersigned, being duly sworn, depose and say 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.

Subscribed to before me this 18th day of August, 1980.

Melvin Smalley
(Claimant)

John O. Salmer
Notary Public
Residing at Twin Falls, ID

My commission expires life

FOR DEPARTMENT USE ONLY

Received by LH Date 8-18-80 Exception filed by: _____
Fees check by JD Date 8-18-80 Forwarded to _____
630.00 fee received by JD Date 8-18-80 claimant by: _____
Published in Idaho Statesman _____
Dates 8-18-80 to 8-18-80 _____

7075, R14E



THIS DEED OF TRUST, Made this 1st day of June, 1985,
BETWEEN MARJORY WALDEN, an unmarried woman and
JOHN B. HARMS, a married man herein called GRANTOR,
whose address is 920 Robertson, Buhl ID 83316
TITLE AND TRUST COMPANY, an Idaho corporation, herein called TRUSTEE, and

MELISSA SMALLEY HARMS, a married woman

herein called BENEFICIARY, WITNESSETH: That Grantor
does hereby irrevocably GRANT, BARGAIN, 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:

Township 9 South, Range 14 East of the Boise Meridian,
Twin Falls County, Idaho

Section 9: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$,
being more specifically described as follows:

COMMENCING at the East quarter corner of Section 9, Township
9 South, Ranger 14, EBM;
Thence North 89°03'00" West 438.44 feet along the Northerly
boundary of the Southeast quarter of said Section 9,
said point being the REAL POINT OF BEGINNING;

Thence South 55°39'01" West 1066.49 feet to a point on
the Westerly boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9;

CONTINUED - SEE ATTACHMENT

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
Ten thousand and no/100*****Dollars (\$ 10,000.00),
final payment due June 1, 1987, 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 in-
tention 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.

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

By the execution of this deed of trust and the note secured thereby, there are hereby incorporated and made an integral
part hereof, for all purposes as though set forth herein at length, the provisions 1 to 6, inclusive, of Part A and provisions 1 to 9,
inclusive, of Part B of either of the deeds of trust, which provisions are identical in each, wherein the Title and Trust Company
was Trustee which was recorded in the mortgage records in the office of the county recorders of the following counties on the
respective dates and under instrument numbers hereinafter designated:

County	Instrument No.	Recording Date
Twin Falls	667079	June 19, 1974
Gooding	050721	June 19, 1974
Minidoka	242896	June 19, 1974
Cassia	77394	June 19, 1974
Jerome	206698	June 19, 1974
Lincoln	129018	June 19, 1974
Camas	42199	Aug. 16, 1974
Custer	137324	June 24, 1974
Blaine	154809	June 19, 1974

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.

MARJORY WALDEN

JOHN B. HARMS

STATE OF IDAHO, COUNTY OF: Twin Falls

On this 1st day of June, 1985,
before me a Notary Public in and for said State, personally
appeared

MARJORY WALDEN, an unmarried woman

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that she executed the same.

Notary Public.

Residing at Buhl, 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.

Deputy.

Fees: \$

Mail to:

DEED OF TRUST

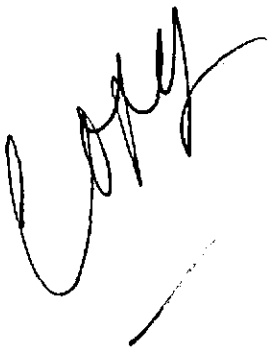
Attachment

Legal Description - Continued

Thence North 0°32'08" West 616.49 feet along the Westerly
boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9 to the Northwest
corner thereof;

Thence South 89°03'00" East 886.39 feet along the Northerly
boundary of the Southeast quarter of said Section 9
to the REAL POINT OF BEGINNING.

SUBJECT TO a thirty (30) foot wide road right of way along
the Northerly boundary.

A handwritten signature in cursive script, appearing to read 'C. J. [unclear]', is written in the center of the page.

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

RE-21
Rev. 11-81

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING. IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Buhl Idaho May 31, 1985

Marjory Walden, an unmarried woman and John B. Harms, a married man (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Premises" located in Buhl County of Twin Falls

State of Idaho, commonly known as

legally described as: see attached legal

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Ten Thousand and no/100 DOLLARS (\$10,000.00) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of none Dollars (\$) evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or ☐ none paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by none for the benefit of the parties hereto, and Joyce Munroe (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: \$5,000.00 cash at closing. A credit of \$800.00 to be applied to the purchase price. Balance of the purchase price in the amount of \$4,200.00 payable as follows: Buyer to execute a note secured by a first deed of trust on the property in favor of Melissa Walley Harms for the balance of \$4,200.00, payable in full with no interest on year from date of note, June 1, 1986. If not paid by June 1, 1986 interest shall be % per annum on the unpaid balance with the entire balance due June 1, 1987. This sale is contingent upon buyer obtaining septic permit. Seller shall pay taxes for 1985. Buyer shall pay taxes after 1985.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of n/a If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: subject to the buyer and seller inspecting the preliminary title report.

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that First American Title Co. Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees. If any Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Joyce Munroe is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be June 1, 1985

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before June 1, 1985, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of June 1, 1985 except as follows:

none

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: If seller receives an offer to purchase the remaining 34 acres more particularly described as follows Township 9 S, Range 14, EBM Section 9 NE1, SE1, seller shall first give buyer written notice setting forth the name of the proposed purchaser, the purchase price, and all the terms and conditions of the proposed sale. Within 30 days following notice, buyer shall have the right to purchase the premises upon the same terms and conditions.

The following items of personal property are specifically included in the sale: water rights, 1" per acre to buyer on the sellers water filing.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency:

Selling Agency:

By:

Buyer's Address

Buyer's Phone

BUYER

BUYER

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of % of selling price or DOLLARS (\$) to the above named broker(s) for services. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER

Seller's Address

SELLER

Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this day of 19

BUYER

BUYER

STATE OF IDAHO)

County of)

On this day of 19, before me, the undersigned, a Notary Public in and for said State, personally

CLOSING STATEMENT

SELLER'S ☒PURCHASER'S ☐PROPERTY ADDRESS 6 acres BuhlSELLER MILISSA SMALLEY HARMS, a married woman PURCHASER MARJORY WALDEN an unmarried woman andJOHN B. HARMS, a married manSETTLEMENT DATE June 1, 1985DATE OF PRORATION June 1, 1985LEGAL DESCRIPTION: a parcel of land located in Township 0 South, Range 14, East of the Boise Meridian, Twin Falls County, Idaho.

	Debit		Credit	
1. Selling Price			10,000	00
2. Deposit, paid to Melissa Smalley Harms	800	00		
3. Trust Deed, payable to Melissa Smalley Harms	4,200	00		
4. Trust Deed, payable to				
5. Trust Deed, payoff to				
6. Interest on Loan Assumed				
7. Title Ins. Premium	87	00		
8. Abstracting: Before Sale				
9. After Sale				
10. Title Exam. by				
11. Recording: Warranty Deed				
12. Trust Deed				
13. Release				
14. Other				
15. Documentary Fee				
16. Certificate of Taxes Due				
17. Taxes for Preceding Year(s)				
18. Taxes for Current Year paid by Seller				
19. Tax Reserve				
20. Special Taxes				
21. Personal Property Taxes				
22. Hazard Ins. Prem. Assumed—Policy No. Co.				
\$ Yr. Term Expires				
Premium \$ Days Unused at ¢ per day				
23. Premium for New Insurance				
24. Hazard Ins. Reserve				
25. FHA Mortgage Ins. Assumed				
26. FHA Mortgage Ins. Reserve				
27. Loan Service Fee (Buyer)				
28. Loan Discount Fee (Seller)				
29. Interest on New Loan				
30. Survey and/or Credit Report				
31. Appraisal Fee				
32. Water and/or Sewer				
33. Rents				
34. Security Deposits				
35. Loan Transfer Fee				
36. Loan Payment Due				
37. Broker's Fee				
Sub-Totals	5,087	00	10,000	00
Balance due to/from Seller	4,913	00		
Balance due to/from Buyer				
TOTALS	10,000	00	10,000	00

The above figures do not include sales or use taxes on personal property

APPROVED and ACCEPTED

Purchaser/Seller _____ Broker _____

MELISSA SMALLEY HARMS

Purchaser/Seller _____ By _____

DEED OF TRUST NOTE

\$ 4,200.00

Buhl, Idaho June 1, 1985

For Value received, I, We, or either of us promise to pay to the order of
MELISSA SMALLEY HARMS, a married woman

The Principle sum of Four thousand, two hundred and no/100*****Dollars in lawful
money of the United States of American. Payable as follows:

1. \$4,200.00 due June 1, 1986 with no interest.
2. If not paid in full June 1, 1986, interest shall be charged on the unpaid
balance in the amount of ____%. The entire balance plus interest shall be
due June 1, 1987.

The maker hereof may repay any or all sums due hereunder at anytime without
prior notice to the holder and without penalty or premium of any kind.

In case of failure to pay any installment when same shall become due, the
holder at his option, may declare the whole principal hereof as immediately due
and payable. In case this note is collected by an attorney, either with or without
suit, the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the under-
signed on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice.

Address:

_____	_____
_____	_____
_____	_____

WARRANTY DEED

For Value Received

DORIS FAIRCHILD COUCH, who acquired title as DORIS FAIRCHILD, as to an undivided one-half interest; and MELISSA SMALLEY, a widow, as to an undivided one-half interest the grantors, do hereby grant, bargain, sell and convey unto

MARJORY WALDEN, an unmarried woman and JOHN B. HARMS, a married man the grantee's, whose current address is

920 Robertson, Buhl, Idaho 83316

the following described premises, in Twin Falls.... County Idaho, to-wit:

Township 9 South, Range 14, East of the Boise Meridian, Twin Falls County, Idaho

Section 9: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, being more specifically described as follows:

COMMENCING at the East quarter corner of Section 9, Township 9 South, Range 14, EBM;

Thence North 89°03'00" West 438.44 feet along the Northerly boundary of the Southeast quarter of said Section 9, said point being the REAL POINT OF BEGINNING;

Thence South 55°39'01" West 1066.49 feet to a point on the Westerly boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9;

Thence North 0°32'08" West 616.49 feet along the Westerly boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9 to the Northwest corner thereof;

Thence South 89°03'00" East 886.39 feet along the Northerly boundary of the Southeast quarter of said Section 9 to the REAL POINT OF BEGINNING.

SUBJECT TO a thirty (30) foot wide road right of way along the Northerly boundary.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the Grantors do hereby covenant to and with the said Grantee s, that they are the owners in fee simple of said premises; that they are free from all encumbrances except current year's taxes, levies and assessments, and except restrictions, reservations and easements of record, and easements visible upon the premises,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:

DORIS FAIRCHILD

MELISSA SMALLEY

STATE OF IDAHO, COUNTY OF Twin Falls

On this _____ day of _____, 1985, before me, a notary public in and for said State, personally appeared

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Notary Public
Idaho

Residing at
Comm. Expires

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 Deeds at page _____

Ex-Officio Recorder

By _____

Deputy.

Fees \$
Mail to:



First American Title Company of Idaho

INSTRUMENT NO.

Copy

AUTHORIZATION TO RECONVEY

TITLE AND TRUST COMPANY

300 N. 6TH ST. P.O. BOX 2528 BOISE, IDAHO 83701

Gentlemen:

Please execute and deliver a Reconveyance of the Deed of Trust, made by
MARJORY WALDEN, an unmarried woman and JOHN B. HARMS, a married man

of the record of Mortgages for _____ recorded _____ in Volume
_____, at Page _____, Instrument No. _____
County, Idaho

Herewith said deed of trust and the promissory note
from MARJORY WALDEN, an unmarried woman and JOHN B. HARMS, a married man
to MELISSA SMALLEY HARMS, a married woman
dated June 1, 1985 in the amount of \$10,000.00
said promissory note being secured by the above described deed of trust and which promissory note you
are hereby authorized to cancel immediately that you have executed said reconveyance.

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

Very truly yours,

Address

MELISSA SMALLEY HARMS

Telephone No.

Note and Deed of Trust must accompany this authorization.

AMENDED
COMMITMENT
SCHEDULE A

1. Effective Date: May 24, 1985 at 8:00 a.m. Commitment No: T-4774 E2098

TO: Munroe - Robirts Realty
119 Broadway North
Buhl, Idaho 83316

Your No.

Proposed Insured:

MARJORY WALDEN, (marital status) and JOHN B. HARMS, (marital status)

2.	Policy or Policies to be issued:	Amount	Premium	Tax
(XX)	Owner's standard coverage	\$10,000.00	\$87.00	
()	Purchaser's standard coverage			
()	Mortgagee's standard coverage			
()	Mortgagee's ALTA coverage			
()	Easement coverage			

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

DORIS FAIRCHILD COUCH, who acquired title as DORIS FAIRCHILD, as to an undivided one-half interest; and MELISSA SMALLEY, a widow, as to an undivided one-half interest

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

Township 9 South, Range 14, East of the Boise Meridian,
Twin Falls County, Idaho

Section 9: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$,
being more specifically described as follows:

COMMENCING at the East quarter corner of Section 9, Township 9 South, Range 14, EBM;
Thence North 89°03'00" West 438.44 feet along the Northerly boundary of the Southeast quarter of said Section 9, said point being the REAL POINT OF BEGINNING;

(Continued)

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection, or any covenants, conditions and restrictions under which an estate, lien or interest in property has been, or may be, cut off, subordinated or

Thence South 55°39'01" West 1066.49 feet to a point on
the Westerly boundary of the NE¼SE¼ of said Section 9;
Thence North 0°32'08" West 616.49 feet along the Westerly
boundary of the NE¼SE¼ of said Section 9 to the Northwest
corner thereof;
Thence South 89°03'00" East 886.39 feet along the Northerly
boundary of the Southeast quarter of said Section 9
to the REAL POINT OF BEGINNING.

SUBJECT TO a thirty (30) foot wide road right of way along
the Northerly boundary.

(End of Schedule A)

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

- ☒ 1. Deed transferring title from vestee to Marjory Walden, (marital status) and John B. Harms, (marital status)
- ☐ 2. Trust Deed(s)
- ☐ 3. Release(s) or Reconveyance(s) of item(s) _____
- 4. Other

Item (c) The following information must be submitted:

- ☐ 1. Off record leases, surveys, etc.
- ☐ 2. Statement(s) of identity, all parties.
- ☐ 3. Other

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

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 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. General Taxes for 1985 are an accruing lien, not yet due or payable. (Taxes for 1984 are \$123.96, receipt #18237, paid in full)
9. A Right of Way given by Mrs. Ida May Fairchild to Salt Lake Pipe Line Company, recorded August 26, 1949 in Book 164 of Deeds, at page 56, records of Twin Falls County, Idaho.
10. Right of Way given by Ida May Fairchild as her separate property Salt Lake Pipe Line Company, recorded June 19, 1952, as Instrument No. 419433, records of Twin Falls County, Idaho.
11. A Right of Way Contract given by Doris Fairchild, a single woman, to Pacific Northwest Pipe Line Corporation, recorded December 3, 1955, as Instrument No. 450481, records of Twin Falls County, Idaho.
12. A Right of Way Contract given by Wesley Fairchild and Nellie N. Fairchild, husband and wife, to Pacific Northwest Pipe Line Corporation, recorded December 3, 1955, as Instrument NO. 450482, records of Twin Falls County, Idaho.
13. The Effect of Agreement of Sale given by Doris Fairchild Couch to Judy A. Mann, recorded December 13, 1966, as Instrument No. 571002, records of Twin Falls County, Idaho, as to an undivided one-half interest.

Exceptions numbered _____ are hereby omitted.

(Continued)

14. The Effect of Agreement of Sale given by Judy A. Mann and Doris Fairchild Couch to Herman E. and/or Melissa E. Smalley, recorded January 8, 1971, as Instrument No. 615614, records of Twin Falls County, Idaho.

15. A Right of Way for ditch in Warranty Deed given by Judy A. Mann, a married woman dealing with her sole and separate property, to Norman E. Smalley and Melissa E. Smalley, husband and wife, recorded January 2, 1975, as Instrument No. 674329, records of Twin Falls County, Idaho.

16. A Right of Way and Easement given by Melissa Smalley, to Northwest Pipe Line Corporation, recorded May 8, 1980, as Instrument No. 782338, records of Twin Falls County, Idaho.

17. A Right of Way and Easement given by Melissa Smalley, to Northwest Pipe Line Corporation, recorded November 5, 1980, as Instrument No. 792274, records of Twin Falls County, Idaho.

18. A Right of Way and Easement given by Melissa Smalley, to Northwest Pipe Line Corporation, recorded December 17, 1980, as Instrument NO. 794468, records of Twin Falls County, Idaho.

19. A Right of Way and Easement given by Melissa Smalley, to Northwest Pipe Line Corporation, recorded June 1, 1981, as Instrument No. 803708, records of Twin Falls County, Idaho.

20. An Assignment Affecting Record Title to Oil and Gas Lease given by Farmer's Union Central Exchange, Inc., recorded April 14, 1982, as Instrument No. 819869, records of Twin Falls County, Idaho.

(End of Schedule B)

Robertson, Jean

From: Spencer, Nick
Sent: Tuesday, January 15, 2002 1:55 PM
To: Robertson, Jean
Subject: 47-4177 (Smalley v. Chessmore)

Hi Jeanie. I just thought you'd like to know that the lawyers for Smalley and Chessmore reached an interim resolution of their dispute this morning. Ms. Chessmore simply will not irrigate during the 2002 irrigation season in order to calm the situation pending our recommendation of the Basin 47 rights. So, if she's not irrigating when you do the field exam this summer that is the reason why. NBS

Log for claim 47-04177E

Spatial Dynamics BTD

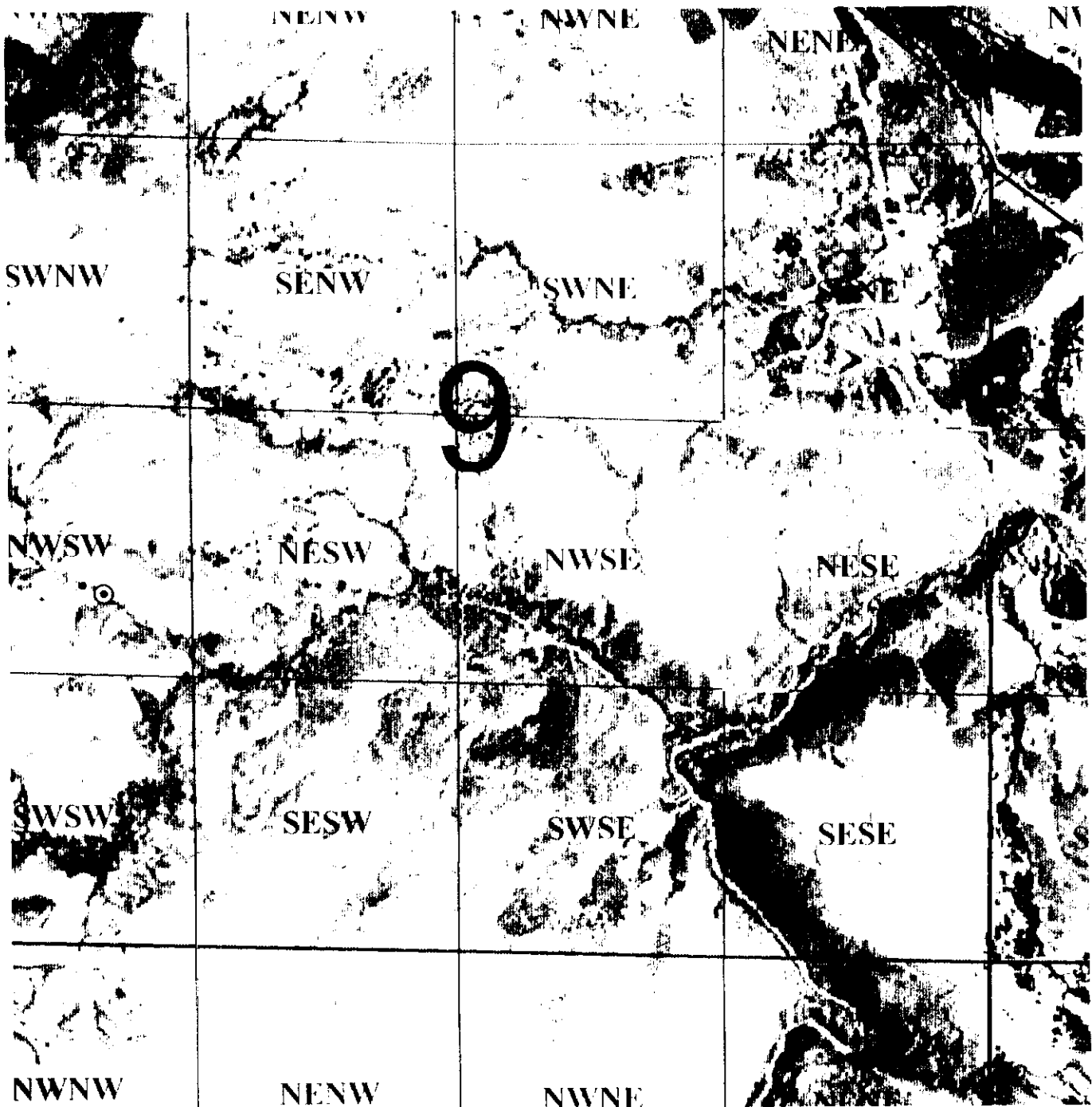
2/21/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s14e	9	NESE	6	28	Indiscernible
Totals:			6	28	

 SPATIAL
DYNAMICS

Water Right Claim Number 47-04177E
Township , 9S14E

02/21/2001



Legend	
Irrigated Area	Section Line
⊙ Place of Diversion	Quarter Section Line
	Roads
	Streams and Canals

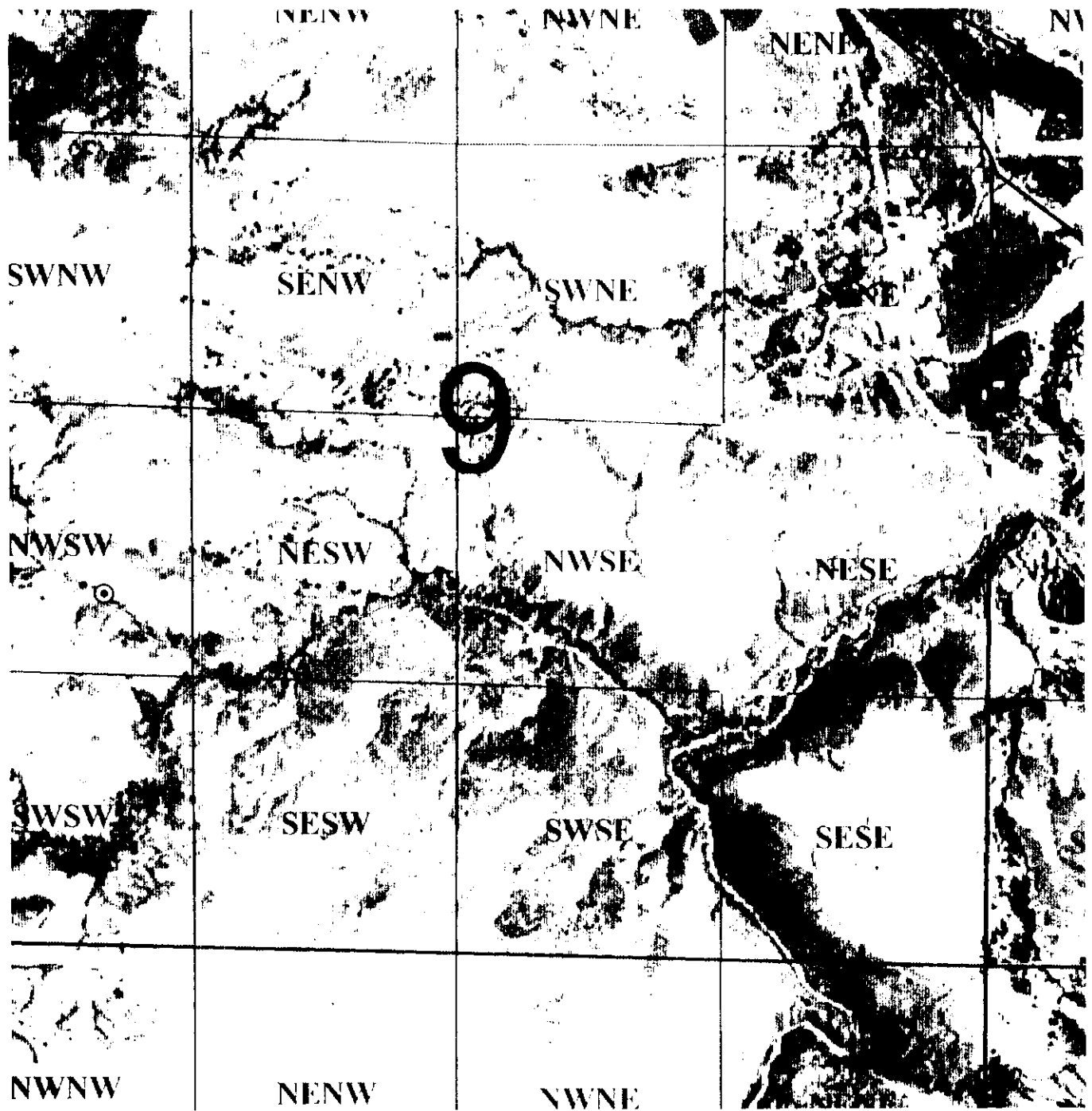


500 0 500 1000 Feet

SPATIAL
DYNAMICS

Water Right Claim Number 47-04177E
Township , 9S14E

02/21/2001



Legend

Irrigated Area

Section Line

Roads



Place of Diversion

Quarter Section Line

Streams and Canals

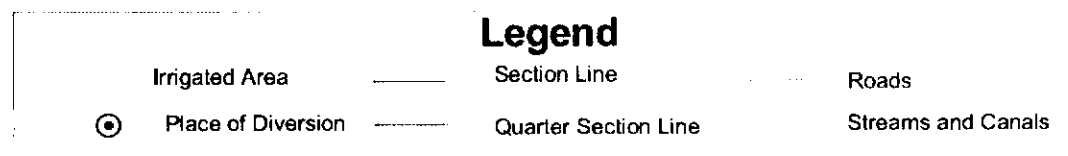
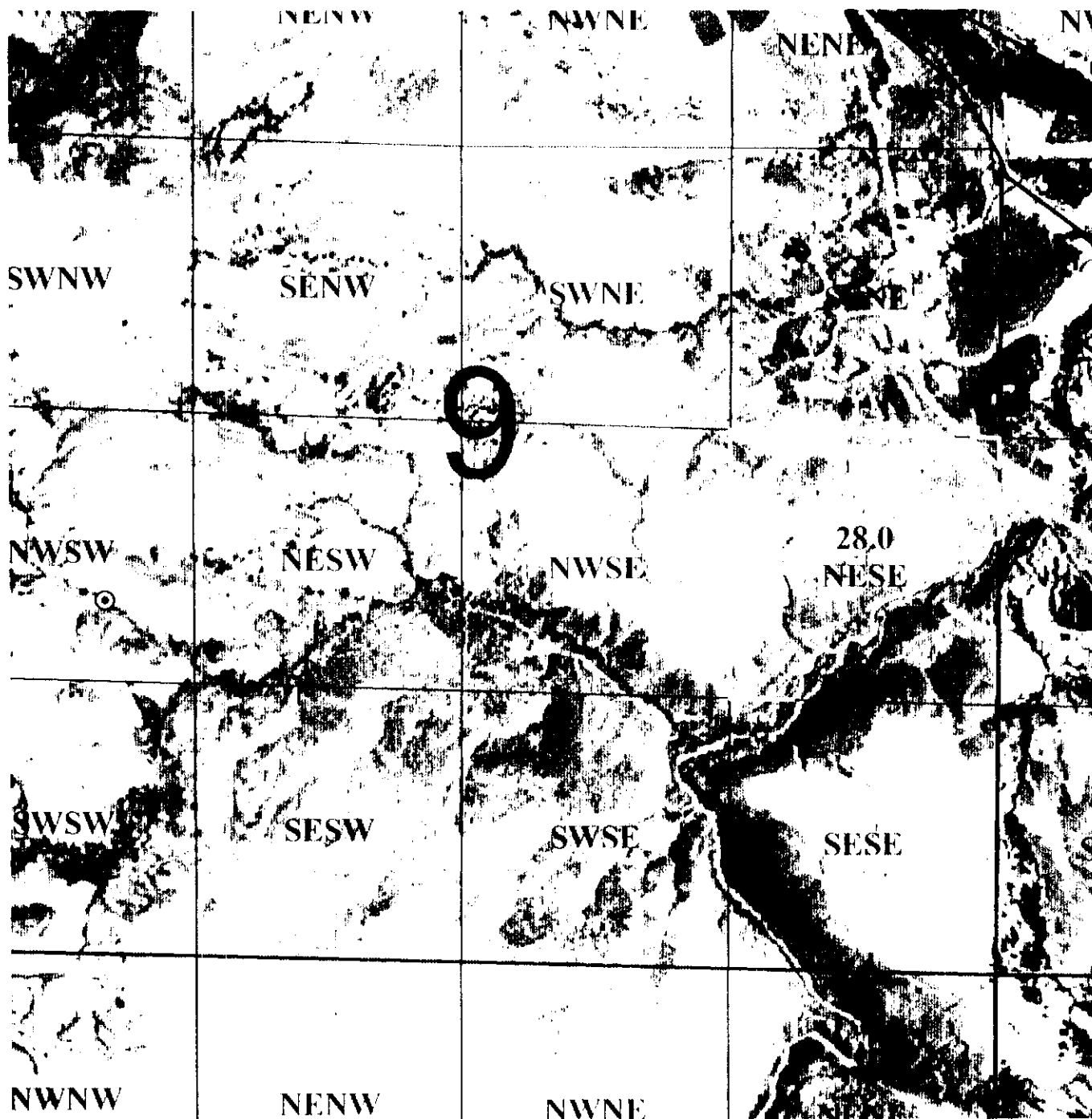


500 0 500 1000 Feet

SPATIAL
DYNAMICS

Water Right Claim Number 47-04177E
Township , 9S14E

02/21/2001



500 0 500 1000 Feet



SPATIAL
DYNAMICS

DATE: 01/30/01
PAGE: 114

Audit: 07/28/99 JROBERTS 05/31/00 FIXCIVIL