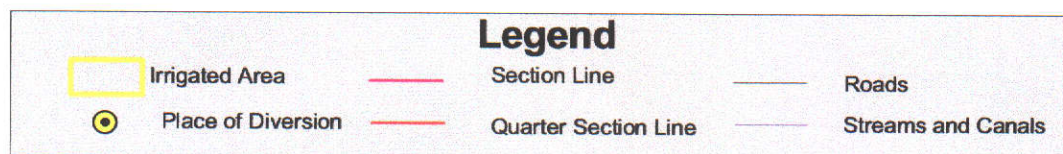
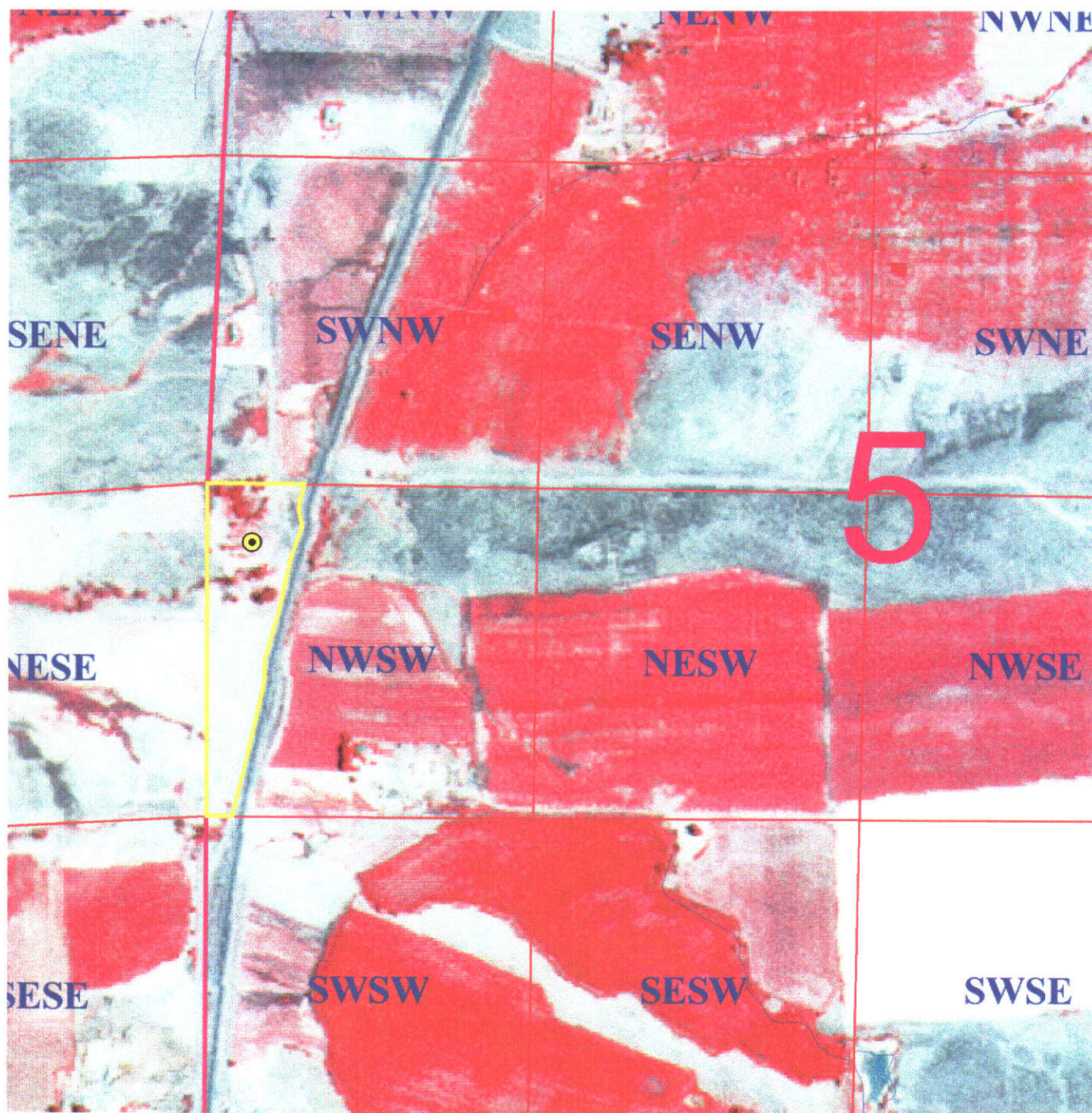


Water Right Claim Number 47-07176
Township , 9S14E

02/27/2001



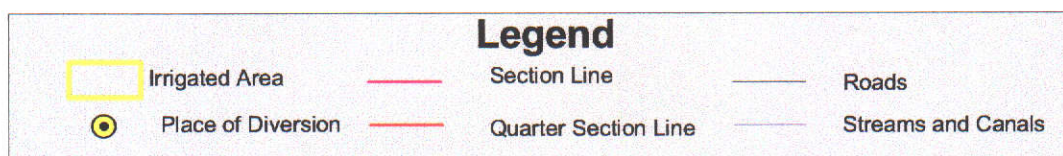
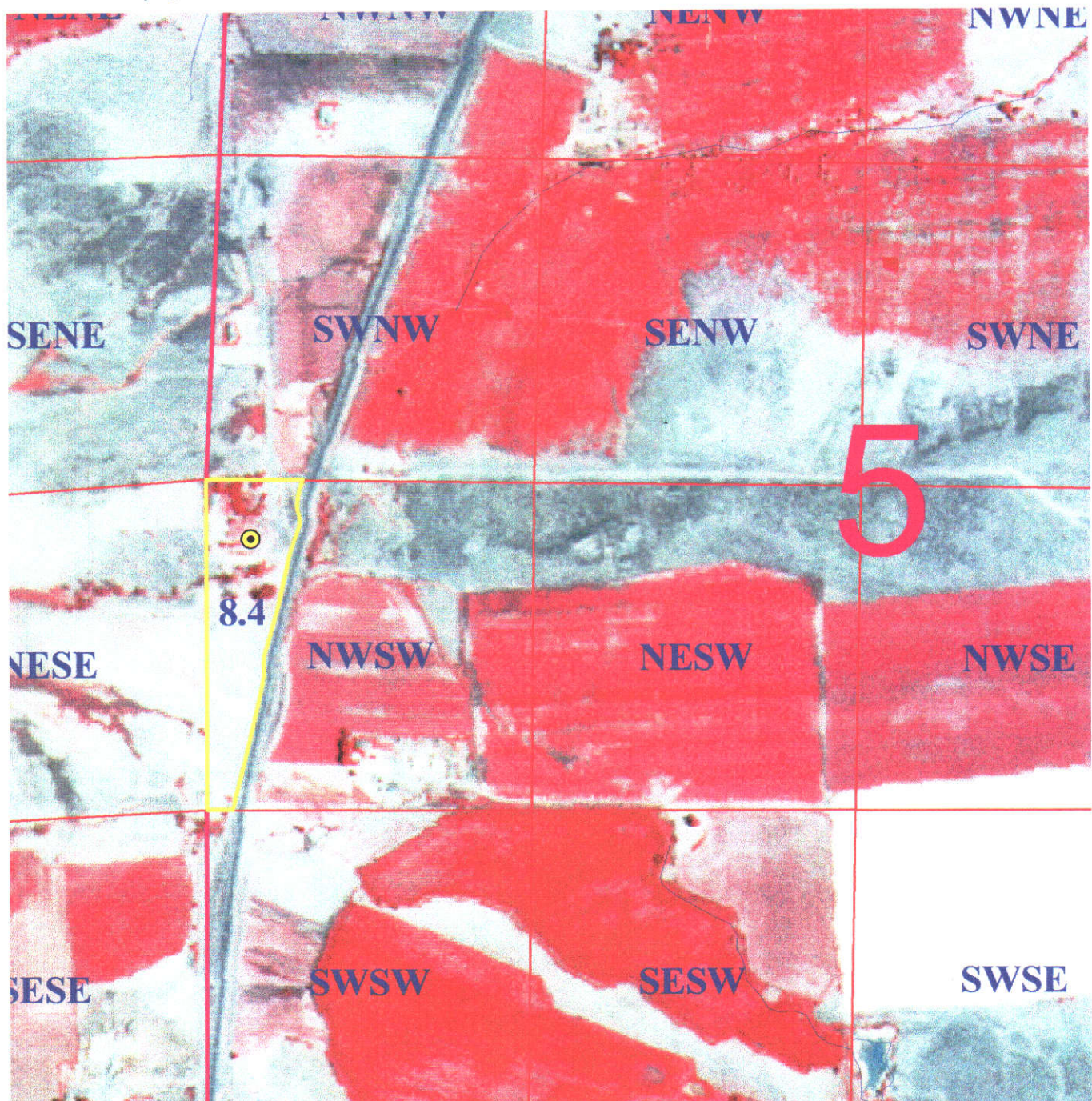
400 0 400 800 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-07176
Township , 9S14E

02/27/2001



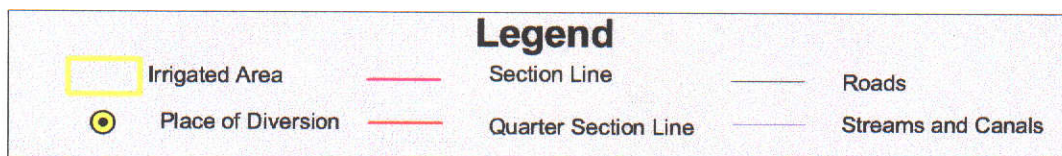
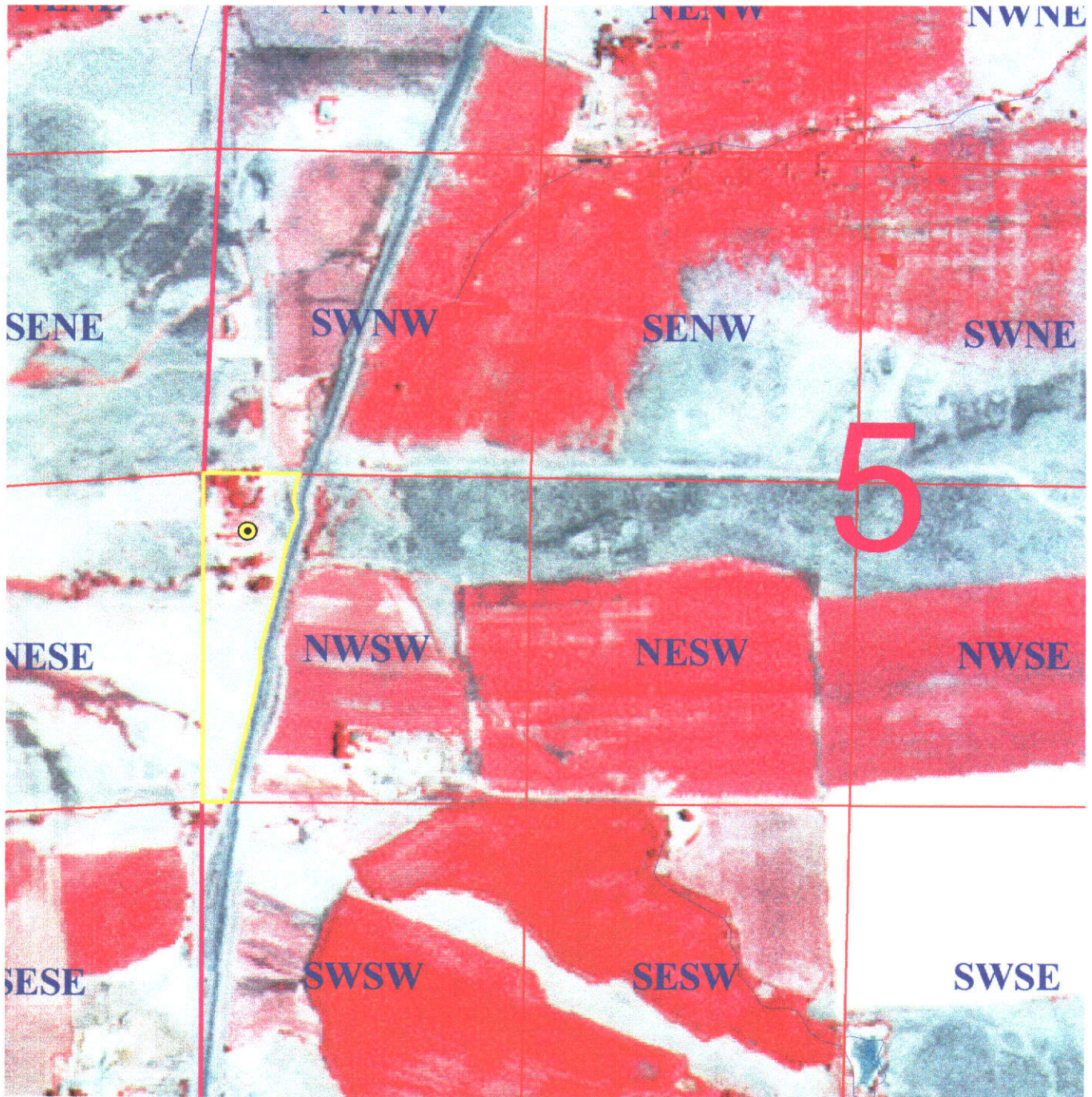
400 0 400 800 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-07176
Township , 9S14E

02/27/2001



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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A47-07176
Date Received: 10/12/1988
Receipt No: S002882
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MICHAEL H FELTON 208-543-5433
Address: 19243 B US HWY 30
BUHL ID 83316
AND/OR
Name: BRENDA FELTON 208-543-5433
Address: 19243 B US HWY 30
BUHL ID 83316

2. Date of Priority: JAN 19, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	14E	5	NW	NW	SW		TWIN FALLS

5. Description of diverting works:
WELL & PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.020		
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) 5.20 A.F.A.

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

9. Non-irrigation uses:
DOMESTIC/1 HOME WITH LAWN

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	14E	5	NW	SW	DOMEST IRR	1.0
Section Acres						1.0
Total Acres						1.0

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:
NONE

14. Remarks:

LAWN IS SEPARATE FROM IRRIGATION USE. PROPERTY WAS PURCHASED IN 1973; FINAL PAYMENT WAS MADE RECENTLY. OWNERSHIP CHANGE MADE 3-22-95 BY TLB. ADERMAN-FORMER OWNER, FELTON-NEW OWNER. WARRANTY DEED INCLUDED.

15. Basis of Claim: LICENSE

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

Water Right Number - R47-07176

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

FELTON

MICHAEL H

1 - 19243 B US HWY 30

2 -

3 -

City- BUHL

State- ID Zip- 83316

Phone - 208-543-5433

FELTON

BRENDA

1 - 19243 B US HWY 30

2 -

3 -

City- BUHL

State- ID Zip- 83316

Phone - 208-543-5433

*** O - ORIGINAL OWNER ***

ADERMANN

RAYMOND F.

1 - RT. 3 BOX 384

2 -

3 -

City- BUHL

State- ID Zip- 83316

Phone - 208-543-5433

ADERMANN

PATRICIA D.

1 - RT. 3 BOX 384

2 -

3 -

City- BUHL

State- ID Zip- 83316

Phone - 208-543-5433

+ - - Priority Date - - +

01/19/1973

+ - - - Region - - - +

17 SOUTHERN

+ - - - Stage - - - +

L - LICENSE

+ - - - Status - - - +

+ - - - - Source - - - - +

GROUNDWATER

+ - - - - Tributary - - - - +

+ - - - - Point of Diversion - - - - +

+ Tw n Rng Sec Tract Lot RFlg County

09S 14E 5 NW NW SW (83) TWIN FALLS

+ - - - - Water Use - - - - +

+ Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION

03/15

11/15

0.020

43 - DOMESTIC

01/01

12/31

0.040

+ - Total Div. Rate - +

0.060

+ - Total Div. Volume - +

5.20

+ - Total Consumptive Use - +

4.2

+ - KW Usage - +

+ - - - - Place of Use - - - - +

+ Tw n Rng Sec Tract Lot Acres Code Description County

09S 14E 5

NW SW

1.0

01 IRRIGATION

(83) TWIN FALLS

09S 14E 5

43 DOMESTIC

(83) TWIN FALLS

Total Acres: 1.0

NOV 28 1995

Water right number - R47-07176

Prefix Translation: RESEARCH

+ - - Diversion Means - WELL & PUMP.

+ - - Non-Irrigation Use - DOMESTIC/1 HOME WITH LAWN

+ - - Other Rights for Same Use - NONE

+ - - - - - Remarks - - - - - +
LAWN IS SEPARATE FROM IRRIGATION USE. PROPERTY WAS PURCHASED IN
1973; FINAL PAYMENT WAS MADE RECENTLY.
OWNERSHIP CHANGE MADE 3-22-95 BY TLB. ADERMAN-FORMER OWNER,
FELTON-NEW OWNER. WARRANTY DEED INCLUDED.

+ - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

+ - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - - Comments - - - - - +
Date: 03/22/1995 User Id: TBACKLUN Subject: COPIED FROM REMARKS
LAWN IS SEPARATE FROM IRRIGATION USE. PROPERTY WAS PURCHASED IN 1973; FINAL PAYMENT WAS MADE RECENTLY.
OWNERSHIP CHANGE MADE 3-22-95 BY TLB. ADERMAN-FORMER OWNER, FELTON-NEW OWNER. WARRANTY DEED INCLUDED.

+ - - Audit Fields - - +
03/22/95 TBACKLUN

+ - - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 10/12/1988	Last Amended Date	- 00/00/0000	Temporary Right	- T
		Receipt Number	- X777777	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	-

NOV 29 1995

Michael Hoyt Felton
Michael Harland Felton (Jr.)

Mailing Address:
Post Office Box 589
Buhl, ID 83316-0589
(208) 543-4368 (telephone)
(208) 543-4360 (telecopier)

February 24, 1995

RECEIVED

FEB 28 1995

Department of Water Resources
Southern Region

State of Idaho
Department of Water Resources
222 Shoshone Street East
Twin Falls, ID 83301

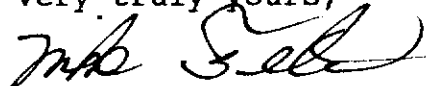
Dear Mr. Jones:

RE: Michael Harland Felton
Change of Ownership to Claim of
Water Right
Your File No. A47-07176

Enclosed please find the New Property Owners Notice of Change of
Water Right Ownership properly signed by both myself and Brenda.

Thank you for your assistance in this matter.

Very truly yours,



MICHAEL HARLAND FELTON

MHF:js
Enclosure (1)

NOV 28 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor PHIL BATT

R. KEITH HIGGINSON
Director

March 22, 1995

MICHAEL & BRENDA FELTON
19243 B US HWY 30
BUHL, ID 83316

RE: SRBA CLAIM A47-07176

DEAR CLAIMANTS:

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM, WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. **THIS COPY IS FOR YOUR RECORDS.** PLEASE REVIEW THE RECORDS FOR ACCURACY.

YOU HAVE ANY MORE QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB

NOV 28 1996

Form 42-1409(7)



**NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP**

Please print or type

(see instructions on back of page)

RECEIVED

FEB 21 1995

Department of Water Resources
Southern Region

DATE OF CLOSING: 10/18/93

LEGAL DESCRIPTION OF PROPERTY: Township 9 South Range 14 East
Section 5, 1/4 of 1/4 of 1/4 Govt. Lot , BM.
Lot , Block , Subdivision/Townsite .
If you have additional legal descriptions, please attach separate sheet.

RECEIVED

FEB 28 1995

Department of Water Resources
Southern Region

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s)
Assigned by IDWR: A47-07176

[] Name and Address of Former
Owner/Claimant(s)(Seller): Raymond & Patricia Aderman

P.O. Box 300-132

[] New Owner/Claimant
(Purchaser): DeBorgia MT 59830

Michael & Brenda Felton

[] New Mailing Address: 19243 B U.S. Hwy 30

Box 1, ID 83316

[] New Telephone Number: (208) 543-5437

[] Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[] Attach proof of
ownership, describe
proof attached: Deed of Trust

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[] Signature of New
Owner/Claimant(s) [Signature] Date 2/14/95

Brenda Felton Date 2-22-95

[] Signature of Former
Owner/Claimant(s): _____ Date _____

_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 3-22-95 By: HLB

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

NOV 28 1996

RECEIVED

COPY

FEB 28 1995

Department of Water Resources
Southern Region

34114ML

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 18, 1993
MICHAEL HARLAND FELTON AND BRENDA J. FELTON, HUSBAND AND WIFE

. The grantor is

("Borrower"). The trustee is TITLE FACT, INC.

("Trustee"). The beneficiary is NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA
address is MINNESOTA SERVICE CENTER, P.O. BOX 9270, DES MOINES, IA 503069270

, and whose

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWO THOUSAND AND 00/100

Dollars (U.S. \$*****102,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2008

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of
sale, the following described property located in TWIN FALLS County, Idaho:
PLEASE SEE ATTACHED LEGAL DESCRIPTION.

TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE, INC.,
P.O. BOX 9270, DES MOINES, IA 503069270

which has the address of 19243B U.S. HIGHWAY 30 BUHL
Idaho 83316 ("Property Address");

(Street, City),

[Zip Code]

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

Form 3013 9/80
Amended 5/91

LMD-6R(ID) (9105)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

NOV 28 1995

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to graft and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly tax and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payment or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Fund sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made, if applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public

NOV 28 1996

notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Area and Location of Property.** Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

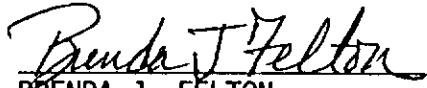
[Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ V.A. Rider | ☐ Other(s) [specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


MICHAEL HARLAND FELTON (Seal)
-Borrower


BRENDA J. FELTON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF IDAHO, TWIN FALLS

On this 18TH day of OCTOBER

County ss:

, 1993

, before me,

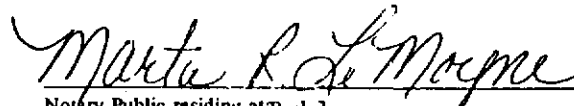
, a Notary Public in and for said county and state, personally appeared

THE UNDERSIGNED

MICHAEL HARLAND FELTON AND BRENDA J. FELTON

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that they 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.


Notary Public residing at Buhl
Commission Expires: 9-8-99

NOV 28 1996

3414ML
Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho

Section 5: The North 150 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ West of a roadway described as a strip of land 50 feet wide being 25 feet on each side of the centerline of said road as surveyed across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, said centerline being described as follows:

BEGINNING at a point in the North boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, which point is 244.6 feet East of the West quarter corner of said Section 5 of said township and range;

THENCE South 2°52' East 830.7 feet;

THENCE along a 10° curve to the right 300 feet;

THENCE South 27°08' West 286.6 feet to a point in the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5.

AND

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

Section 5: The South 150 feet of the North 300 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ West of a roadway described as a strip of land 50 feet wide being 25 feet on each side of the centerline of said road as surveyed across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, said centerline being described as follows:

BEGINNING at a point in the North boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, which point is 244.6 feet East of the West quarter corner of Section 5 of said township and range;

THENCE South 2°52' East 830.7 feet;

THENCE along a 10° curve to the right 300 feet;

THENCE South 27°08' West 286.6 feet to a point in the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5.

AND

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

Section 5: That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying within the North 350 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ being East of U.S. Highway 30 as established by Deeds to the State of Idaho, recorded April 3, 1915, in Book 31 of Deeds, page 300 and described as follows:

A strip of land 50 feet wide being 25 feet on each side of the center line of said road as surveyed across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5, said centerline being described as follows:

BEGINNING at a point on the North boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5, which point is 244.6 feet East of the West quarter corner of Section 5;

THENCE South 2°52' East 830.7 feet;

THENCE along a 10° curve to the right 300 feet;

THENCE South 26°08' West 286.6 feet to a point in the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5 and lying and being West of the West right of way boundary of U.S. Highway 30 F-2361 (5)

EXCEPT that portion already dedicated by public use or otherwise as a public road.

EXCEPT

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

Section 5: A parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows: COMMENCING at the West quarter corner of Section 5;

THENCE South 1°36'33" West 300.14 feet along the Westerly boundary of said Section 5;

THENCE North 89°49'59" East 248.45 feet to a point on the Westerly right of way line of old U.S. Highway 30;

THENCE South 2°48'34" East 22.77 feet to the REAL POINT OF BEGINNING;

THENCE South 2°48'34" East 150.80 feet to a point on the westerly right of way line of U.S. Highway 30;

THENCE 155.81 feet northeasterly along the westerly right of way line being a curve to the right having a central angle of 0°45'30"; a radius of 11,519.16 feet; and a long chord bearing and distance of North 14°18'37" East 155.81 feet;

THENCE South 89°32'36" West 45.91 feet to the REAL POINT OF BEGINNING.

mth
BTF

POSS ORIGINAL

TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

TWIN FALLS COUNTY, IDAHO
TITELFACT, INC.

1993 APR 11 PM 3:51

19920113011

***** SPACE ABOVE FOR RECORDER *****

33785ml

WARRANTY DEED

FOR VALUE RECEIVED RAYMOND F. ADERMANN aka RAYMOND F. ADERMAN, deceased and PATRICIA D. ADERMANN aka PATRICIA D. ADERMAN, a widow, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto MICHAEL H. FELTON AND BRENDA J. FELTON, husband and wife, hereinafter called grantee, whose address is: P.O. BOX 301, BUIL, IDAHO 83316, the following described premises, in Twin Falls County, Idaho, to-wit:

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 5: The North 150 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ West of a roadway described as a strip of land 50 feet wide being 25 feet on each side of the centerline of said road as surveyed across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, said centerline being described as follows:
BEGINNING at a point in the North boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, which point is 244.6 feet East of the West quarter corner of said Section 5 of said township and range;

THENCE South 2°52' East 830.7 feet;

THENCE along a 10° curve to the right 300 feet;

THENCE South 27°08' West 286.6 feet to a point in the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5.

AND

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 5: The South 150 feet of the North 300 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ West of a roadway described as a strip of land 50 feet wide being 25 feet on each side of the centerline of said road as surveyed across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, said centerline being described as follows:

BEGINNING at a point in the North boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section, which point is 244.6 feet East of the West quarter corner of Section 5 of said township and range;

THENCE South 2°52' East 830.7 feet;

THENCE along a 10° curve to the right 300 feet;

THENCE South 27°08' West 286.6 feet to a point in the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5.

AND

Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho
Section 5: That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying within the North 350 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ being East of U.S. Highway 30 as established by Deeds to the State of Idaho, recorded April 3, 1915, in Book 31 of Deeds, page 300 and described as follows:
A strip of land 50 feet wide being 25 feet on each side of the center line of said road as surveyed across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5, said centerline being described as follows:

BEGINNING at a point on the North boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5, which point is 244.6 feet East of the West quarter corner of Section 5;

THENCE South 2°52' East 830.7 feet;

THENCE along a 10° curve to the right 300 feet;

THENCE South 26°08' West 286.6 feet to a point in the South boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 5 and lying and being West of the West right of way boundary of U.S. Highway 30 E-2361 (5)

EXCEPT that portion already dedicated by public use or otherwise as a public road.

EXCEPT

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

Section 5: A parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

COMMENCING at the West quarter corner of Section 5;

NOV 28 1996

POOR ORIGINAL

THENCE South 1°36'33" West 300.14 feet along the Westerly boundary of said Section 3;
THENCE North 89°49'59" East 248.45 feet to a point on the Westerly right of way line of old U.S. Highway 30;
THENCE South 2°48'34" East 22.77 feet to the REAL POINT OF BEGINNING;
THENCE South 2°48'34" East 150.80 feet to a point on the westerly right of way line of U.S. Highway 30;
THENCE 155.81 feet northeasterly along the westerly right of way line being a curve to the right having a central angle of 0°45'30"; a radius of 11,519.16 feet; and a long chord bearing and distance of North 14°18'37" East 155.81 feet;
THENCE South 89°32'36" West 45.91 feet to the REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and 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 are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 6, 1993

Patricia D. Aderman
PATRICIA D. ADERMAN

* * * * *

STATE OF IDAHO
County of Twin Falls

On this 6th day of AUGUST, 1993, before me, a Notary Public in and for said State, personally appeared PATRICIA D. ADERMANN aka PATRICIA D. ADERMAN, a widow, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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

Patricia D. Aderman
Notary Public for Idaho
Residing in: Buhl, IDAHO
Commission Expires: 09-08-93
STATE OF IDAHO

NOV 28 1996

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: A47-07176
Date Received: 10/12/1988
Receipt No: S002882
Received By: J

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RAYMOND F. ADERMANN 208-543-5433
Address: RT. 3 BOX 384
BUHL, ID 83316

AND/OR

Name: PATRICIA D. ADERMANN 208-543-5433
Address: RT. 3 BOX 384
BUHL, ID 83316

2. Date of Priority: JAN 19, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	14E	5	NW	NW	SW		TWIN FALLS

5. Description of diverting works:
WELL & PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.020		
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) 5.20 A.F.A.

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

9. Non-irrigation uses:
DOMESTIC/1 HOME WITH LAWN

A47-07176

Page 1

Date: 10/12/88

MICROFILMED

MAR 11 1993

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	14E	5	NW	SW	DOMEST IRR	1.0
Section Acres						1.0
Total Acres						1.0

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:
NONE

14. Remarks:

LAWN IS SEPARATE FROM IRRIGATION USE. PROPERTY WAS PURCHASED IN
1973; FINAL PAYMENT WAS MADE RECENTLY.

15. Basis of Claim: LICENSE

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: _____

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): Patricia D. Adenman Date: Oct 12, 1988

Date: _____

State of Idaho)

County of Thur) SS.

Subscribed and sworn (or affirmed) before me this 12th day .

of Oct. 19 88

[Signature]
Notary Public

Seal

Residing at Kimberly, Id.

My Commission Expires 6/30/99

Log for claim 47-07176

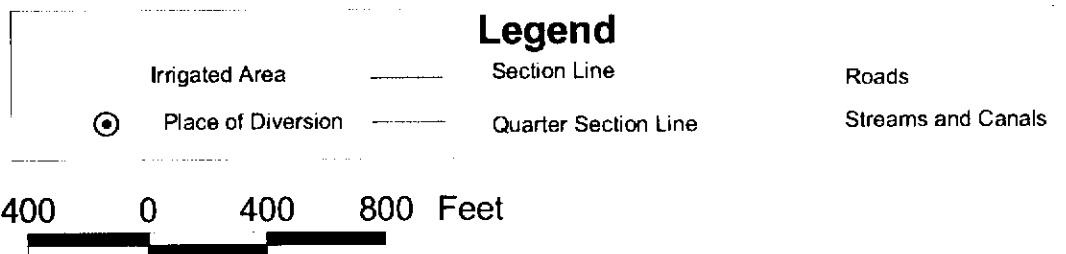
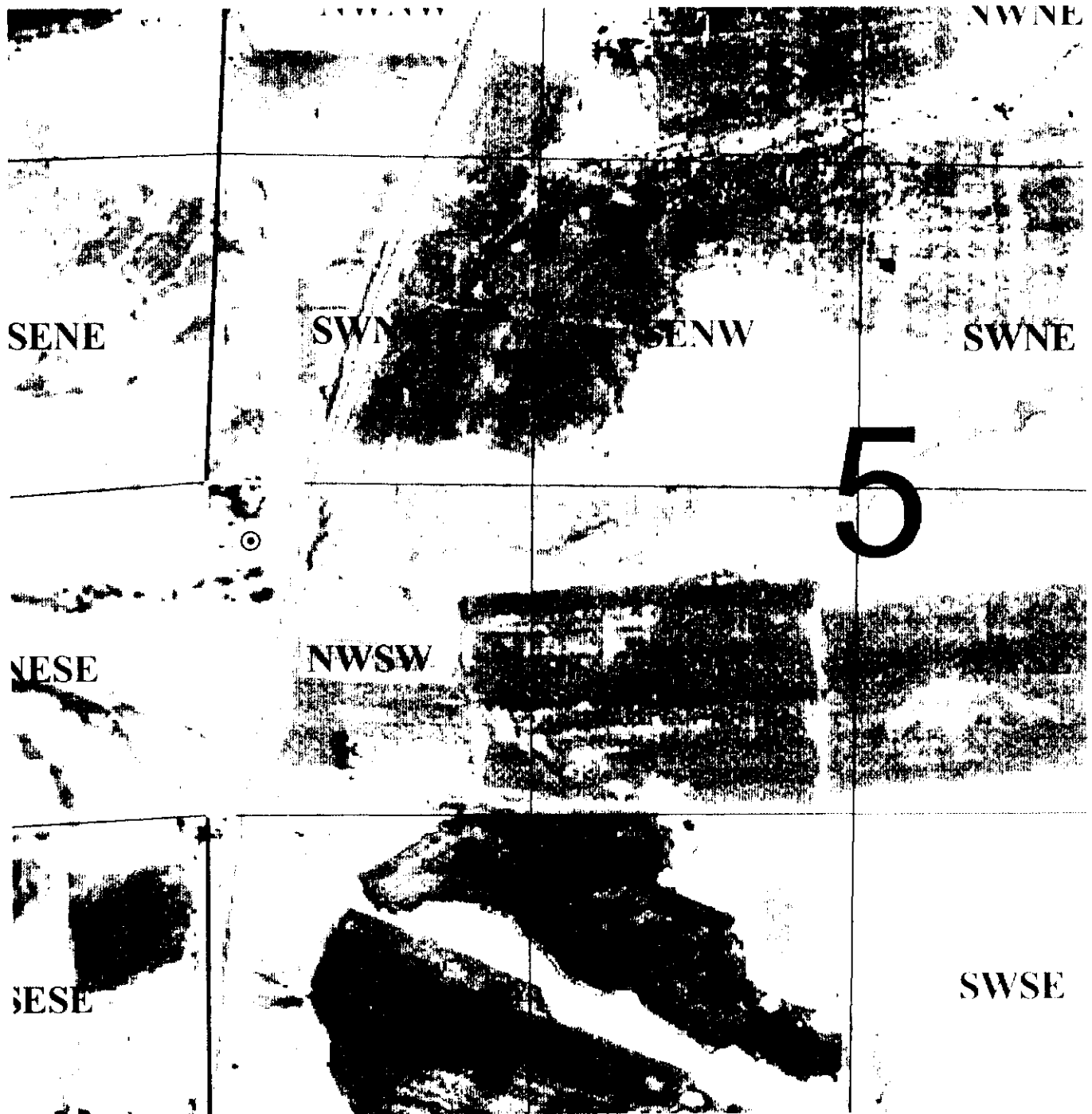
Spatial Dynamics BTD

2/27/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s14e	5	NWSW	1	8.4	POD placement? / Indiscernible
Totals:			1	8.4	

Water Right Claim Number 47-07176
Township , 9S14E

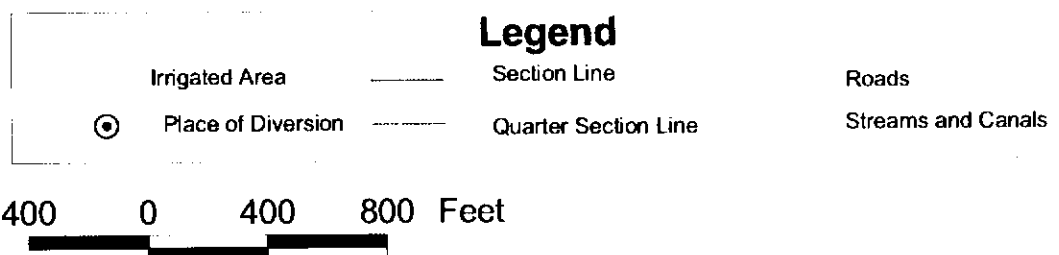
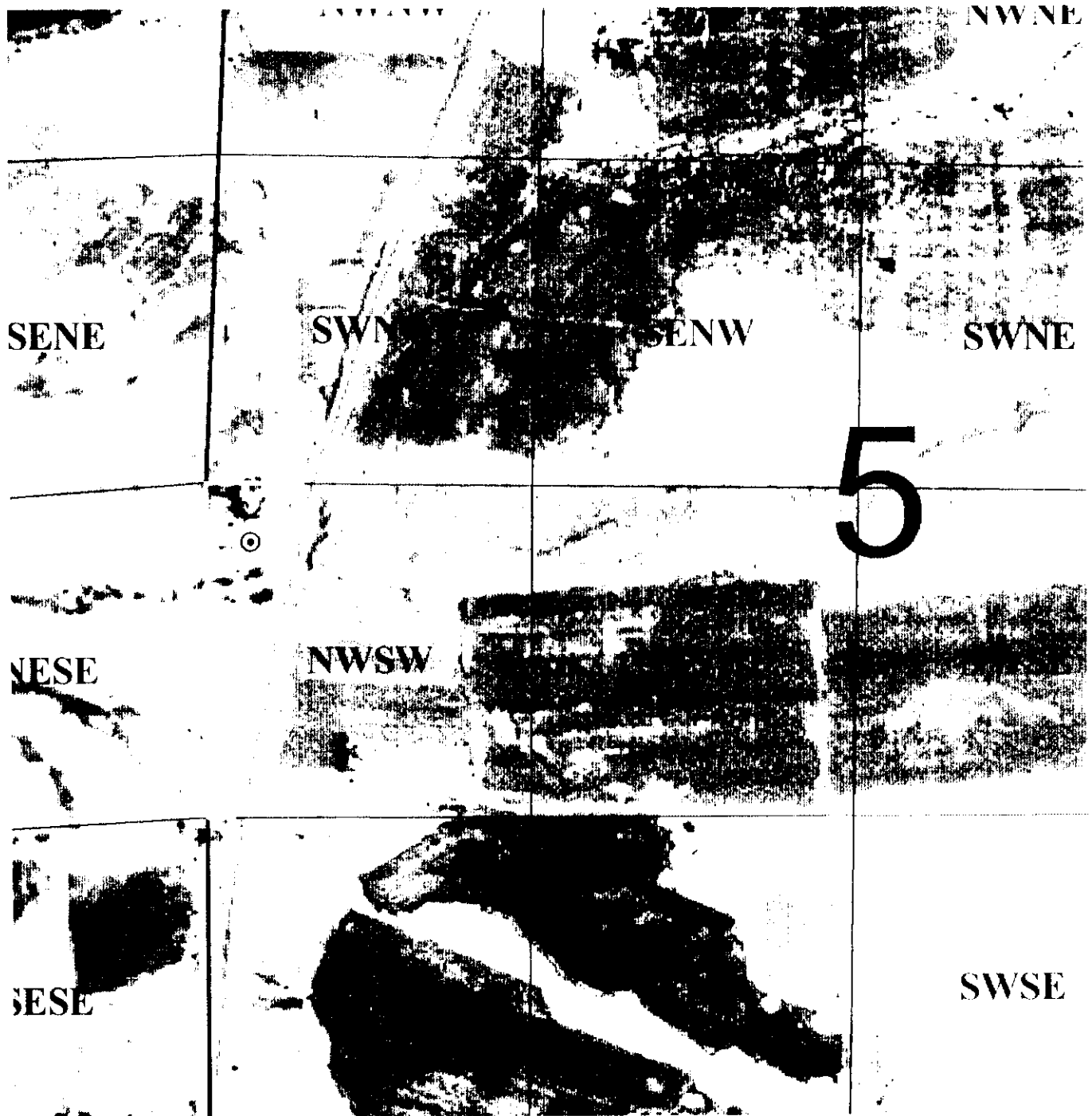
02/27/2001



SEATTLE
DYNAMICS

Water Right Claim Number 47-07176
Township , 9S14E

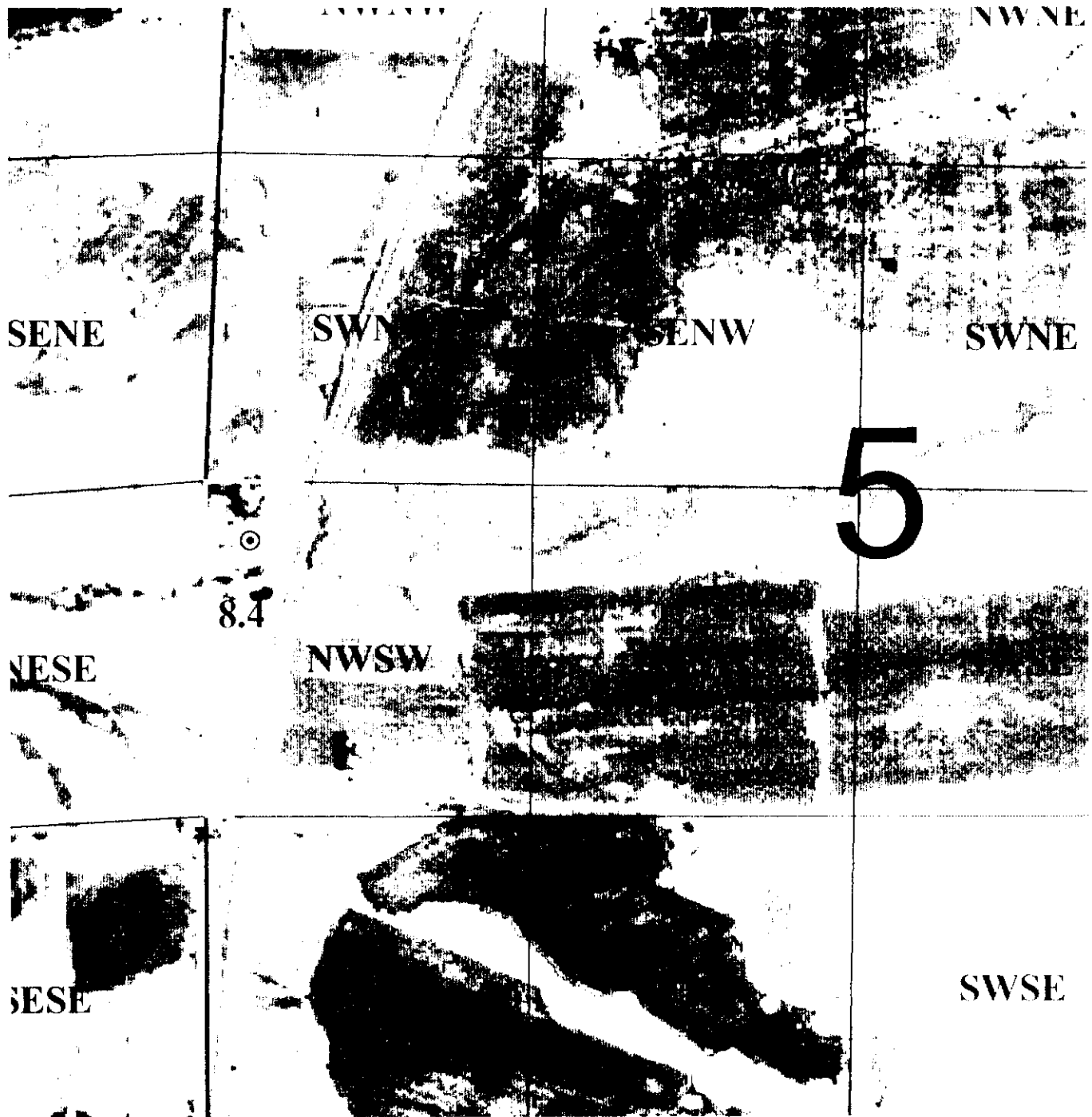
02/27/2001



SPATIAL
DYNAMICS

Water Right Claim Number 47-07176
Township , 9S14E

02/27/2001



Legend

- | | | |
|--------------------|----------------------|--------------------|
| Irrigated Area | Section Line | Roads |
| Place of Diversion | Quarter Section Line | Streams and Canals |

400 0 400 800 Feet



*SPATIAL
DYNAMICS*

AJ5809NP
No. A47-07176

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/30/01
PAGE: 188

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MICHAEL H FELTON	01/19/1973	IRRIGATION	03-15 11-15	0.020 CFS	
C	BRENDA FELTON		DOMESTIC	01-01 12-31	0.040 CFS	
	19243 B US HWY 30					
	BUHL ID 83316			TOTAL DIVERSION:	0.060 CFS	5.20 AFA
	(208) 543-5433			CONSUMPTIVE USE:		4.20 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T09S R14E S05 NWNWSW

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
09S	14E	5	:																	:	1.0
																				TOTAL ACRES	1.0

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
09S	14E	5	:																	:	

POU County: TWIN FALLS

Non-Irrigation Uses: DOMESTIC/1 HOME WITH LAWN

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
R47-07176

Other Water Rights Listing Overlapping Place(s) of Use:
A01-0020920 A47-07304 R47-07176

Remarks: GEN LAWN IS SEPARATE FROM IRRIGATION USE. PROPERTY WAS PURCHASED IN 1973; FINAL PAYMENT WAS MADE RECENTLY. OWNERSHIP CHANGE MADE 3-22-95 BY TLB. ADERMAN-FORMER OWNER, FELTON-NEW OWNER. WARRANTY DEED INCLUDED.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

AJ5809NP
No. A47-07176

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/30/01
PAGE: 189

=====

Audit: 10/12/88 STANTON 03/22/95 TBACKLUN 03/30/95 POST-STD

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. [REDACTED] Priority January 19, 1973 Amount 0.06 cfs

THIS IS TO CERTIFY, that JAMES K. PATTERSON
of Buhl, Idaho, has complied with the terms and conditions of Permit
No. 47-7176 issued pursuant to Application for Permit dated January 19, 1973,
and has submitted proof to the Department of Water Resources on December 5, 1977,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.06 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Domestic</u>	from <u>January 1</u> to <u>December 31</u>	at <u>0.04</u> cfs and	<u>1.2</u> acre feet
<u>Irrigation</u>	from <u>March 15</u> to <u>November 15</u>	at <u>0.02</u> cfs and	<u>4.0</u> acre feet
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 0.06 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
5.2 acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 5, Twp. 9S,
Rge. 14E, B.M. in the County of Twin Falls

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9S	14E	5									X (domestic)								1

Total number of acres irrigated 1

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 20 day of
May, 19 80.

Stephen Blum
Director

Identification No. _____

Application No. 47-7176

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant James K. Patterson
post office address P. O. Box 293, Buhl, ID 83316
2. Source of water supply Groundwater which is a tributary of _____
3. a. Location of point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5 Township 9S
Range 14E B.M. Twin Falls County; additional points of diversion if any: _____

- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount .04 for domestic purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount .05 for irrigation purpose from March 15 to Nov. 15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. .09 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. well and pump

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is 5 inches; proposed depth of well is 130 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 5 years.
b. Estimated construction cost is \$ 1000.00
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 5 Township 9S
Range 14E B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____
(5) If water is to be used for other purposes describe: _____

47-7176

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
9S	14E	5									2 $\frac{1}{2}$								2 $\frac{1}{2}$

Total number of acres to be irrigated 2 $\frac{1}{2}$

c. Describe any other water rights used for the same purposes as described above.

9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

T9S R14E
Sec 5

21.0

Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Samuel H. Satterlee
(Applicant)

17 7176

Received by AM Date 1-17-73 Time 1:00
Preliminary check by AM Fee \$10.00 #9523
Receipted by ale Date 1-19-73
Publication prepared by alw Date 1-24-73
Published in Buhl Herald, Buhl, ID
Publication dates 2-1 & 2-8-73
Publication approved alw Date 2-20-73
Priority ~~advised~~ to 1-19-73 Reason _____

Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by DF

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 47-7176, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:
- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
 - b. Proof of construction of works and application of water to beneficial use shall be submitted on or before February 1, 1978.
 - c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this 23rd day of February 19 73.

R. Karl Higin
Director

RECEIVED

~~JAN 12 1978~~

(name spring, stream, etc.)

(nature of use)

(mo.-day) inclusive (mo.-day)

(nature of use)

(mo.-day) inclusive (mo.-day)

(nature of use)

(mo.-day) inclusive (mo.-day)

Other uses:

Max Rate of Diversion 0.02 cubic feet per second and annual volume _____ AF/Annum

County

County

County

Other Points of Diversions:

Description of diverting works:

Measuring device required: yes ☐ no ☒

6. Lands to be irrigated or place of use.

TOTAL ACREAGE

100-5071847

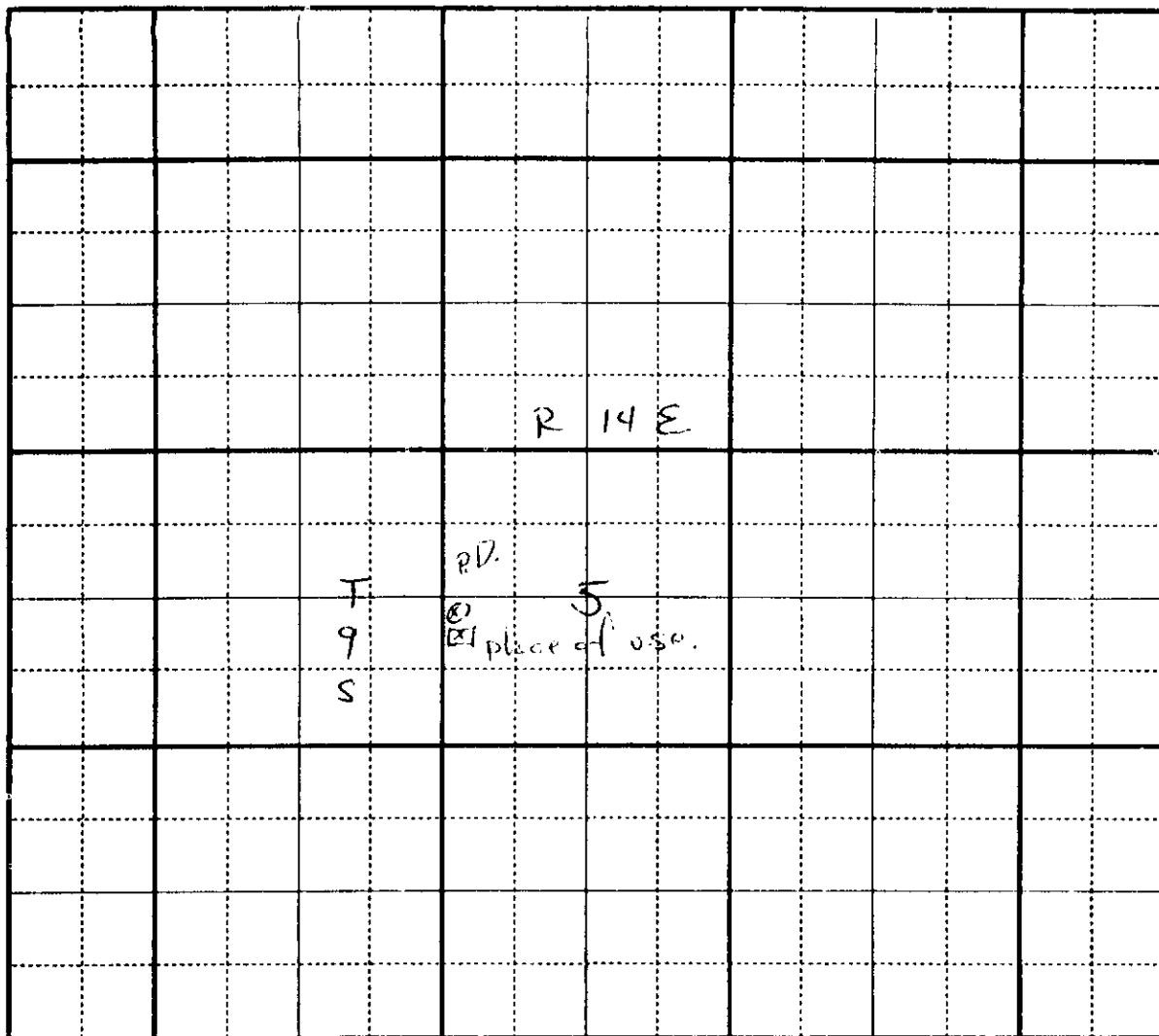
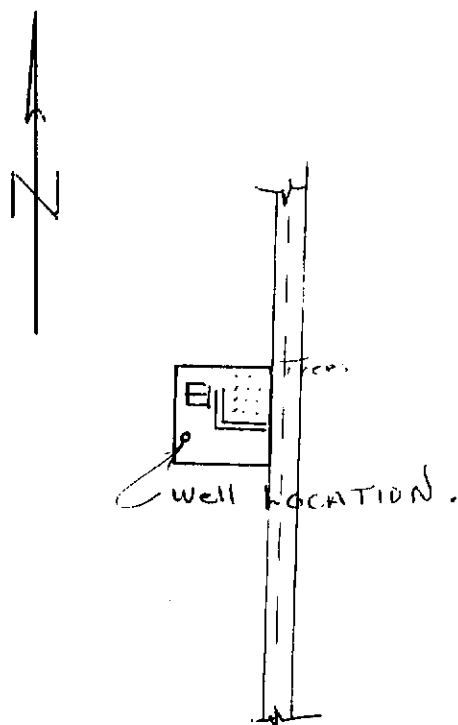


Diagram of System



DATE OF EXAM 12-11-78

ACREAGE
Found 1
Recommended 1

Irrigation Requirement 4.0 Ac Ft/Ac

USE
Irrigation Q = 0.4 c.f.s. V = 1.2 AF/Ann. from 3-15 to 11-15
Domestic Q = 0.2 c.f.s. V = 4.0 AF/Ann. from 1-01 to 12-31
Livestock Q = 0.2 c.f.s. V = 4.0 AF/Ann. from to

Is water co-mingled? yes no ☒

Name source:
twp. N/S, Rge E/W, B.M., Sec. , Sub. $\frac{1}{4}$ $\frac{1}{4}$ County

Exchange? yes no ☒

Name source exchanged with:
twp. N/S, Rge E/W, B.M., Sec. , Sub. $\frac{1}{4}$ $\frac{1}{4}$ County

Point of injection:
twp. N/S, Rge E/W, B.M., Sec. , Sub. $\frac{1}{4}$ $\frac{1}{4}$ County

Point of exchange:
twp. N/S, Rge E/W, B.M., Sec. , Sub. $\frac{1}{4}$ $\frac{1}{4}$ County

Total Q measured 0.6 Method of measurement ☒

Total Q recommended 0.6 CFS Meter No. Type Condition ☒

Total V recommended 5.2 AC FT/ANN.

Recommended Amendments:

P.D.
Place of Use
Other
None ☒

MEASUREMENT CALCULATION:

0.4 CFS. DOMESTIC 1.2 AC FT/ANN.
0.2 CFS. IRR 4.0 AC FT/ANN FOR 1 AC.

SYSTEM DESCRIPTION:

Red Jacket Submersible Motor & Pump. 1 Hp.
(1) 80 gal pressure tank.

REMARKS:

LAWN & Fruit Tree, & Pasture is being
IRRIGATED.

Examiner's Signature James S. Sulebury Date 2-6-79

20 Checked by John D. Herrell Date 2-7-79

Approved by Date