

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: A74-10049
Date Received: 4/24/1990
Receipt No: MD06319
Received By: JB

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JAMES R. CHANCE 208-756-2088
Address: RT. 1 BOX 89 B
SALMON, ID 83467

AND/OR

Name: MICHELINE CHANCE 208-756-2088
Address: RT. 1 BOX 89 B
SALMON, ID 83467

2. Date of Priority: MAR 16, 1980

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
21N	22E	14	SW	SW	SW		LEMHI

5. Description of diverting works:
WELL 40' DEEP, 6" CASING, 1/2HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ ONE HOUSEHOLD



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	22E	14	SW	SW		DOMEST	

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

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): Michelle M. Chance Date: 4/24/90

Date: _____

State of Idaho)
County of Lemhi) SS.

Subscribed and sworn (or affirmed) before me this 24th day
of April 1990

Anna Baumhoff
Notary Public

Seal

Residing at Anna Baumhoff, Notary Public
Residing at Boise, Idaho
My Commission Expires December 7, 1994



1

18

12

Flume

Siphon

13

Flume

11

A

101-11

23

PUD

10

MICRO

16

227

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: SEP-23-1997

PAGE: A-39

RIGHT NUMBER: 74-10049

NAME & ADDRESS: JAMES R CHANCE
MICHELINE CHANCE
RT 1 BOX 89 B
SALMON ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 03/16/1980

POINT OF DIVERSION: T21N R22E S14 SWSWSW Within LEMHI County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC DOMESTIC, 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T21N R22E S14 SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.
PARCEL NO. RP21N22E146005A

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Claim data entry by: SLY

Date: OCT 08 1996

Data entry verified by: [Signature]

Date: OCT 16 1997

RECEIVED

DEC 15 1998

Department of Water Resources
Eastern RegionSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

OK JH

12-23-98

1. Water Right No(s): 74-10049
Adjudication Claim No(s): A74-10049
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 - AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant JAMES + MICHELLE CHANCE
RT. 1 BOX 89 B SALMON ID 83467
4. New Owner/Claimant(s) JAMES + SANDRA DARTT
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address P.O. Box 594
City, State and ZIP Code SALMON ID 83467
New Telephone Number (208) 756-2826
5. Date you acquired the property 8/22/96
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) [Signature] Date 12/13/98
[Signature] Date 12/13/98
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

County assessor
confirmed old
parcel # was
RP21N23E146005A
+ was changed to
6006A
and James Dartt is
the owner. 12-98 JKH

BUYERS' CLOSING STATEMENT

CLOSING DATE: August 29, 1996

BUYERS: JAMES R. DARTT AND SANDRA MARIE JOHNSON
husband and wife,

SELLERS: JAMES R. CHANCE AND MICHELINE M. CHANCE,
husband and wife,

PROPERTY: See Exhibit "A" attached hereto

	<u>CHARGES</u>	<u>CREDITS</u>
Purchase price	70,000.00	
Earnest Money paid		5,000.00
Promissory Note/Deed of Trust		65,000.00
TOTALS	<u>\$70,000.00</u>	<u>\$70,000.00</u>

INFORMATION:

1. That the sellers and buyers will prorate any property taxes between themselves. The closing agent will not be responsible for the proration of taxes.
2. The Closing Agent will file form 1099-S with the Internal Revenue Service.
3. The Closing Agent is not licensed to practice law and no legal advice, advice as to the contents of the documents nor advice as to the merits of the transaction have been offered by the Closing Agent and the principals hereto acknowledge and understand that should they have questions concerning the signing of documents the preparation and legality of this Closing Statement, Warranty Deed, Deed of Trust, Promissory Note or other documents made in connection with this transaction or the tax consequences of this transaction, they are advised to consult their attorney and/or financial advisor.
4. This Closing Statement does not merge into the Deed but survives the delivery and recording of the Deed and is binding on the parties, their assigns, and heirs.

5. That the sellers are not furnishing the buyers with a title insurance policy; the buyers may purchase a title insurance policy at their own expense if they desire.

6. That the buyer hereto certifies that they are buying the property described herein on the basis of their own examination and personal knowledge of the realty described herein and their opinion of the value thereof; and the buyer agrees to take said property in the condition said property is at the time of closing. That the buyer has examined the boundaries of the property and accepts the same as they are at the time of closing.

7. I/we have agreed to and do reaffirm that we agree to the terms outlined. This statement has been explained to me/us and I/we understand the same.

8. I, Bill Allen, hereby certify that the foregoing is a true and correct statement of funds received and disbursed by us in the above closing.

CLOSING AGENT:



BILL ALLEN
Box 1227
Salmon, ID 83467



JAMES R. DARTT



SANDRA MARIE JOHNSON

DEED OF TRUST

THIS DEED OF TRUST, Made this 29th day of August, 1996
BETWEEN JAMES R. DARTT AND SANDRA MARIE JOHNSON, both single
persons, herein called GRANTOR

whose address is PO Box 594, Salmon, ID 83467

The Alliance Title & Escrow Corp., herein called TRUSTEE, and JAMES R. CHANCE AND MICHELINE
M. CHANCE, husband and wife,

whose address is Salmon, Idaho, 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 Lemhi, State of Idaho, described
follows, and containing not more than twenty acres:

SEE EXHIBIT "A" ATTACHED HERETO

231056

State of Idaho

County of Lemhi

SS No.

This instrument was filed for record at the request
of Bill Allen

at 3:40 o'clock Pm Sept 3 1996

and duly filed and indexed in the records of Lemhi

County

Alberta Wiederrick

Ex-Officio Recorder

By Jana S. Adams Deputy

For 9.00

Return to Bill Allen

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
SIXTY FIVE THOUSAND AND NO/100----- Dollars, (\$ 65,000.00)

final payment due September 1, 2011

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

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

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

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

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

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

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of
penditure at the rate of interest specified in the above described promissory note.

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

B. It is mutually agreed that:

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

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

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred 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
SIXTY FIVE THOUSAND AND NO/100----- Dollars, (\$ **65,000**)
final payment due **September 1, 2011**

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

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

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

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

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

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

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date penditure at the rate of interest specified in the above described promissory note.

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

B. It is mutually agreed that:

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

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

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

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

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

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

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

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

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

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

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

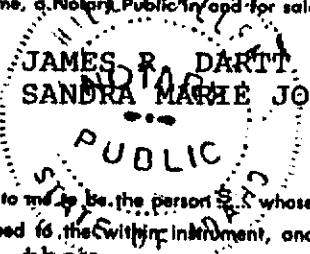
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

James R. Dartt
JAMES R. DARTT

Sandra Marie Johnson
SANDRA MARIE JOHNSON

STATE OF IDAHO, COUNTY OF Lemhi--ss
On this 27th day of August, 1996
before me, a Notary Public in and for said State, personally appeared

JAMES R. DARTT AND
SANDRA MARIE JOHNSON



Known to me to be the person(s) whose name(s) are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Don Welch
Notary Public,
Residing at Salmon, Idaho.
Commission Expires 2-27-97

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated _____, 19____

Furnished through the
courtesy of

ALLIANCE
TITLE & ESCROW CORP.

EXHIBIT "A"

AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING:

A fraction of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 14 Township 21 North, Range 22 East, Boise Meridian, Lemhi County, State of Idaho, more particularly described as follows:

Commencing at the SW corner of Section 14 and the POINT OF BEGINNING run thence North 0deg. 04'15" West 383.59 feet; thence North 43 deg. 52'06" East 431.74 feet; thence South 51 deg. 52'06" East 1130.13 feet; thence North 89 deg. 51'20" West 1187.67 feet to the POINT OF BEGINNING.
Parcel contains 10.80 acres.

LESS: THE FOLLOWING DESCRIBED PARCEL:

A parcel of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 14, T. 21 N., R. 22 E., Boise Meridian, Lemhi County, Idaho more particularly described as follows:

Commencing at the SW corner of said Section 14, from which the West 1/4 corner bears N. 00deg 1' 45" E., the basis of bearing for this description. Run thence N. 28deg 51' 13" E. a distance of 265.84 ft. to the POINT OF BEGINNING.
Thence N. 03deg 51' 22" W. a distance of 108.76 ft.;
Thence S. 87deg 11' 54" E. a distance of 264.38 ft.;
Thence S. 10deg 46' 09" E. a distance of 105.99 ft.;
Thence S. 79deg 55' 31" W. a distance of 165.83 ft.;
Thence N. 71deg 40' 00" W. a distance of 119.34 ft. to the POINT OF BEGINNING. Parcel contains 0.76 acres.

In Re SRBA	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE PROCEEDINGS
Case No. 39576	)	
	)	
_____	)	SUB CASE NO. 74-10049

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

The Claimant has filed Objections or Responses to the following water rights:
NO OBJECTIONS

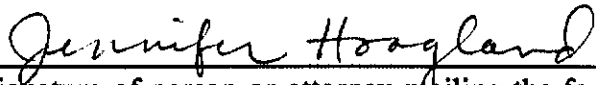
IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 12-24, 1998, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
JAMES & MICHELINE CHANCE
RT 1 BOX 89B
SALMON ID 83467
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
JAMES & SANDRA DARTT
PO BOX 594
SALMON ID 83467
4. One Copy to:
Each party in the subcase or attorney of record:
N/A
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 74-10049

NAME & ADDRESS: JAMES DARTT
SANDRA DARTT
PO BOX 594
SALMON ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 03/16/1980

POINT OF DIVERSION: T21N R22E S14 SWSW Within LEMHI County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T21N R22E S14 SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP21N22E146005A



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JAMES & SANDRA DARTT
PO BOX 594
SALMON ID 83467

RE: Notice of Change of Water Right Ownership (NCO) for 74-10049
and Notice of Completed Administrative Proceeding (NCAP)

Dear Mr. & Mrs. Dartt:

On December 15, 1998, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Hoagland
Technical Records Specialist

Enclosure

cc: James & Micheline Chance

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

PAGE 1

OLD (D) NUMBER -

PHONE - 208-756-2088

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NO CONDITIONS OF APPROVAL FOUND.

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