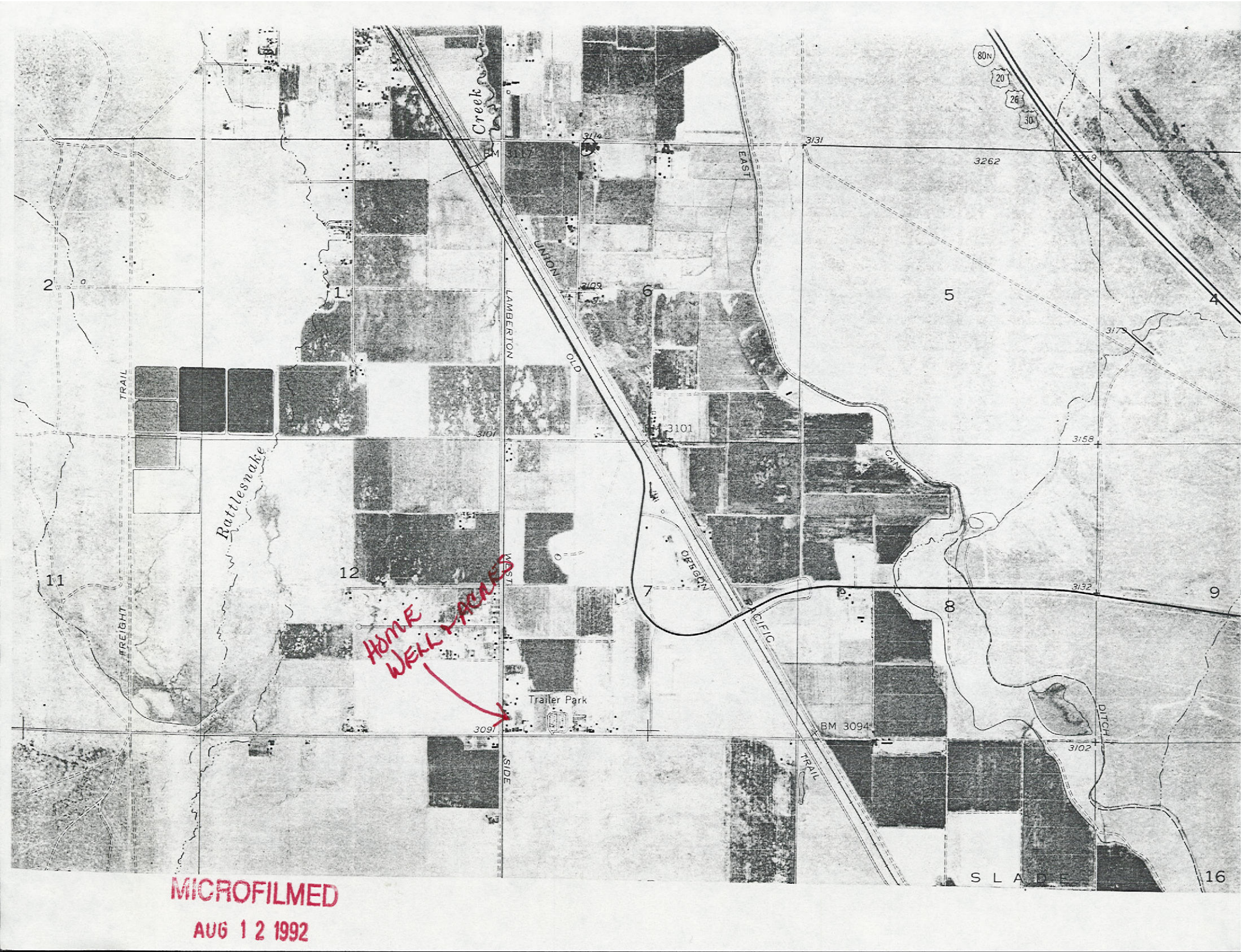




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AUG 12 1992

AG-1-10041
AG-1-10217

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NOV 17 1989

Department of Water Resources
Western Regional Office

**THIS LOAN IS NOT ASSUMABLE WITHOUT THE
APPROVAL OF THE VETERANS ADMINISTRATION
OR ITS AUTHORIZED AGENT.** *LB*

(Space Above This Line For Recording Date)

450074

DEED OF TRUST

IDVD
92113

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 19, 1989
The grantor is LEONARD EUGENE BECKER AND MERLA L. BECKER, HUSBAND AND
WIFE
.....
..... ("Borrower"). The trustee is GUARANTY TITLE, INC.
NORWEST MORTGAGE, INC. ("Trustee"). The beneficiary is
under the laws of THE STATE OF MINNESOTA, and whose address is 3451 HAMMOND
AVENUE, P.O. BOX 780, WATERLOO, IOWA 50704-0780 ("Lender").
Borrower owes Lender the principal sum of TWENTY EIGHT THOUSAND EIGHT HUNDRED AND
00/100
Dollars (U.S. \$ *****28,800.00). 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 JULY 01, 2009. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (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 ELMORE County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO:
GMAC MORTGAGE CORPORATION OF IOWA, P.O. BOX 780, WATERLOO, IA 507040780
which has the address of 825 AGUIRRE ROAD, MOUNTAIN HOME,
Idaho 83647 ("Property Address");
[Street] [City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised of the estate hereby conveyed and has the right to grant
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.

NOV 15 1989

RECEIVED

Section 7 Township 4 S. Range 7 E.

CAXTON PRINTERS, CALDWELL, IDAHO 85126

7-15
C. J. ...
...

T.30
1.79A
1.79A
1.79A

28A

Division Aguirre

2683-2

LOT 21

MICROFILMED

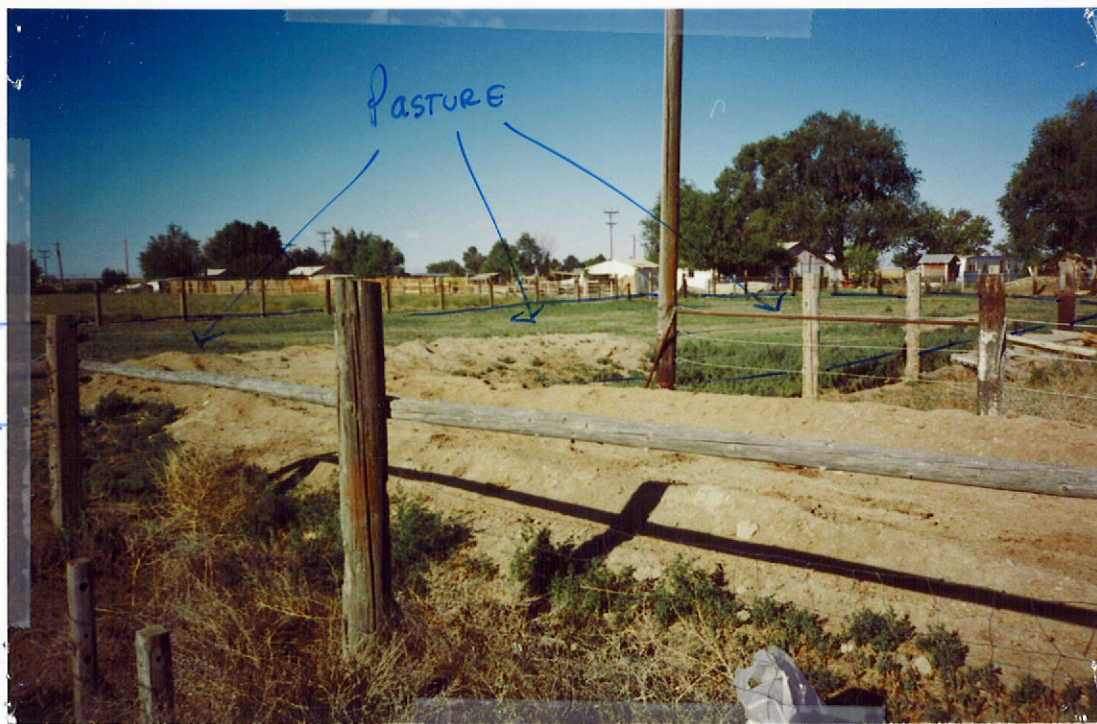
AUG 12 1992

Photos taken 07/11/1994 by M. Minicucci A61-10217



① Old shallow well on east side of property. No longer used.

T04S R07E
S.7
SWSWSW



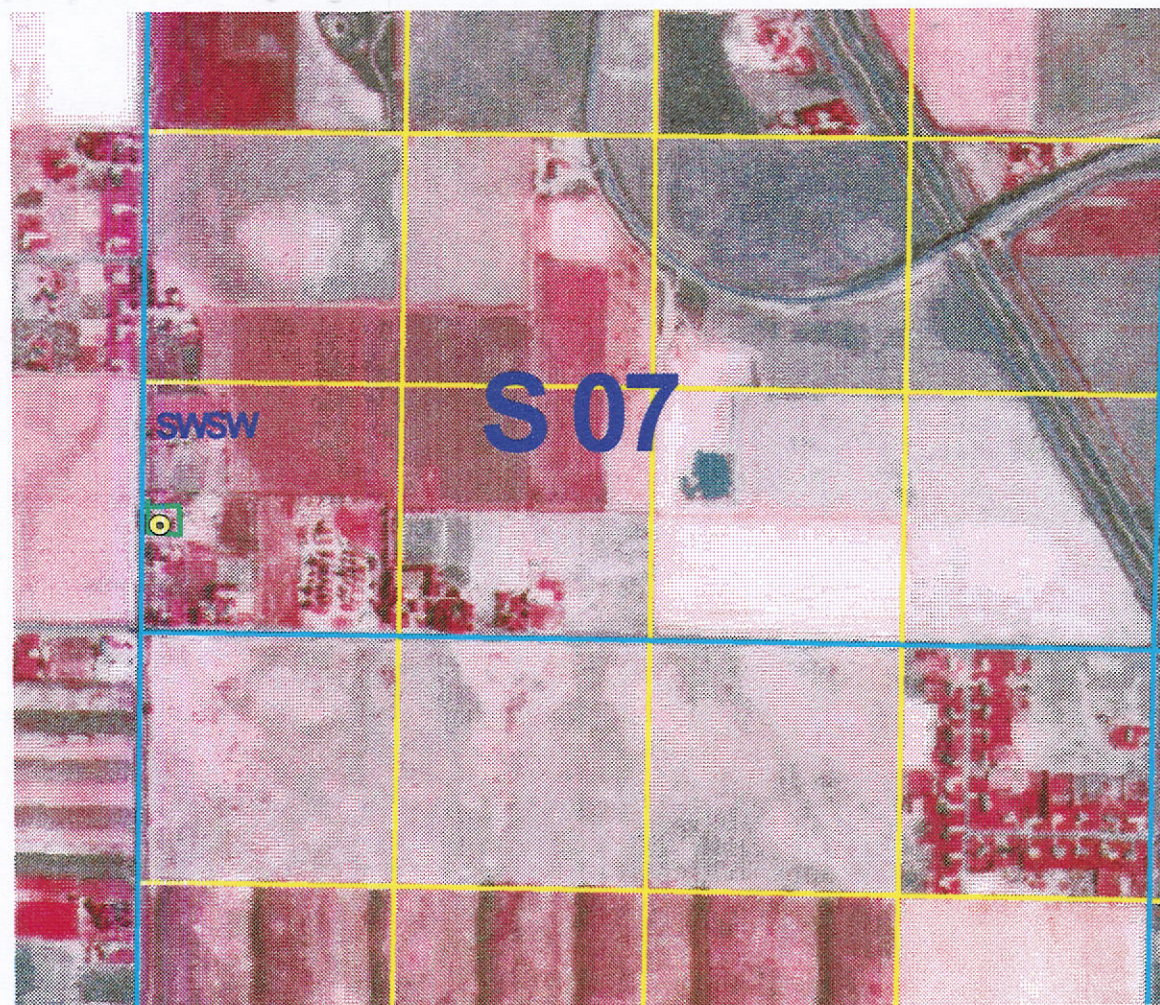
② Place of use - taken from site of old shallow well.

T04S R07E S.7
SWSWSW

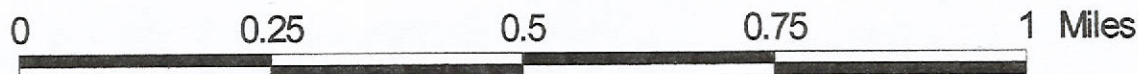
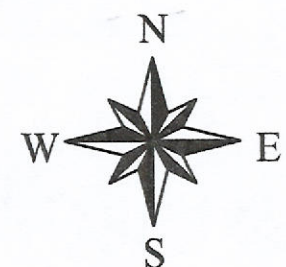
Approx 19,000 ft²

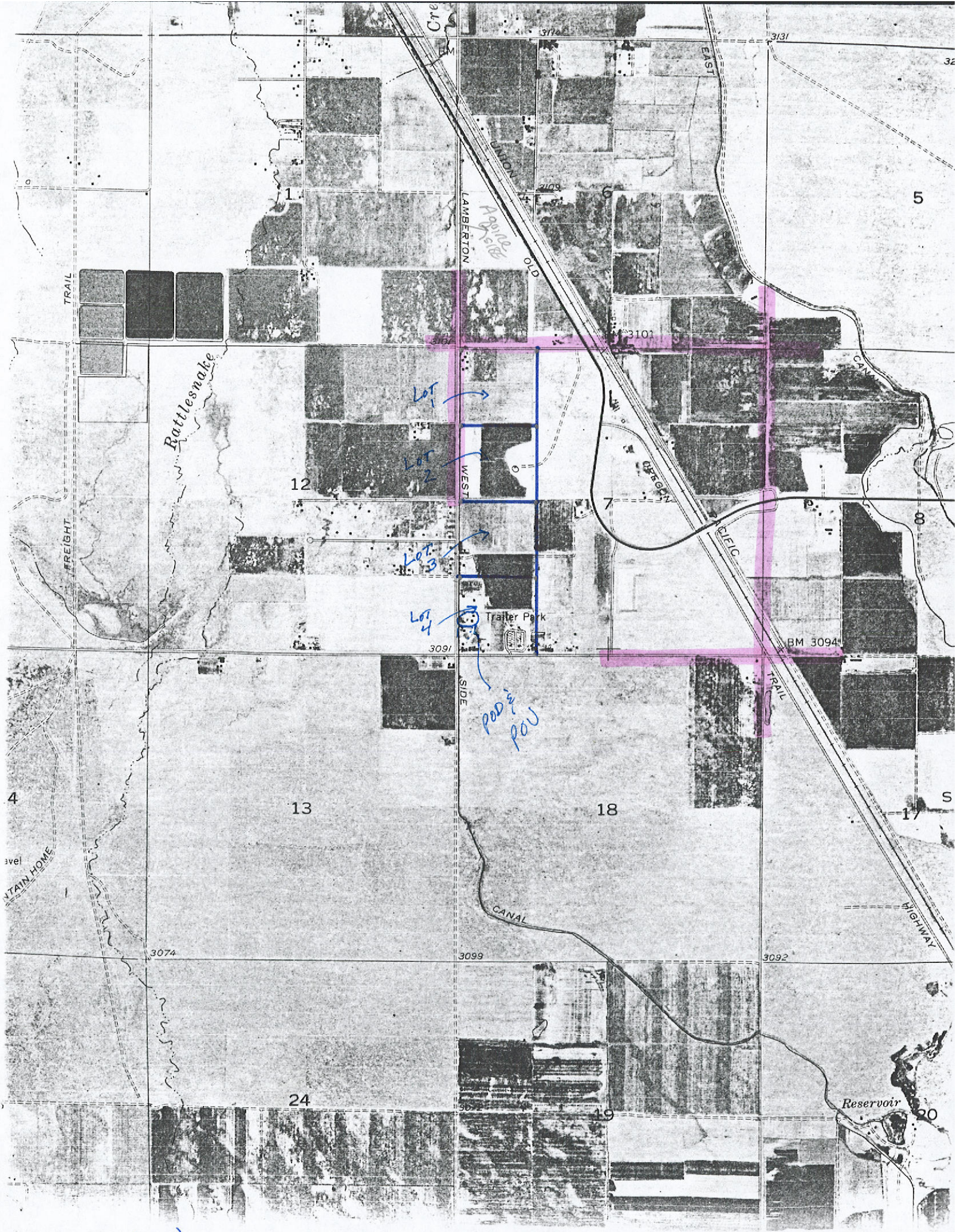
Idaho Dept of Water Resources

T04S, R07E, S 07
Claim(s): 61-10217
Claimant(s): Becker
Prepared by: Sue Bock
Date: 08/12/1998



1987 NAPP Photo

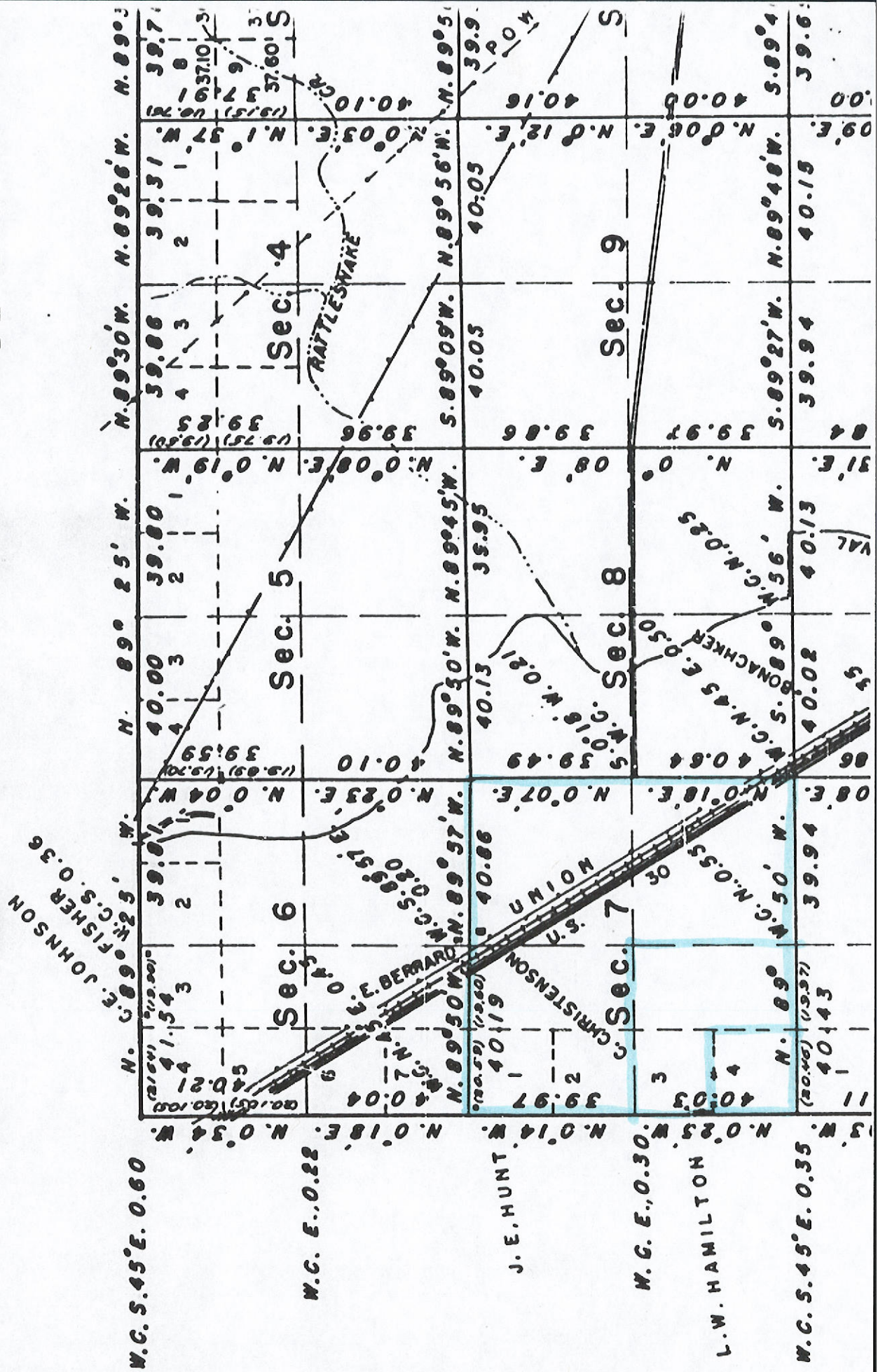




263 (1974) TOYS ROTE A61-10217 1.5 ACRES .05 CFS

TOWNSHIP No 4 SOUTH, RANGE No 7 E

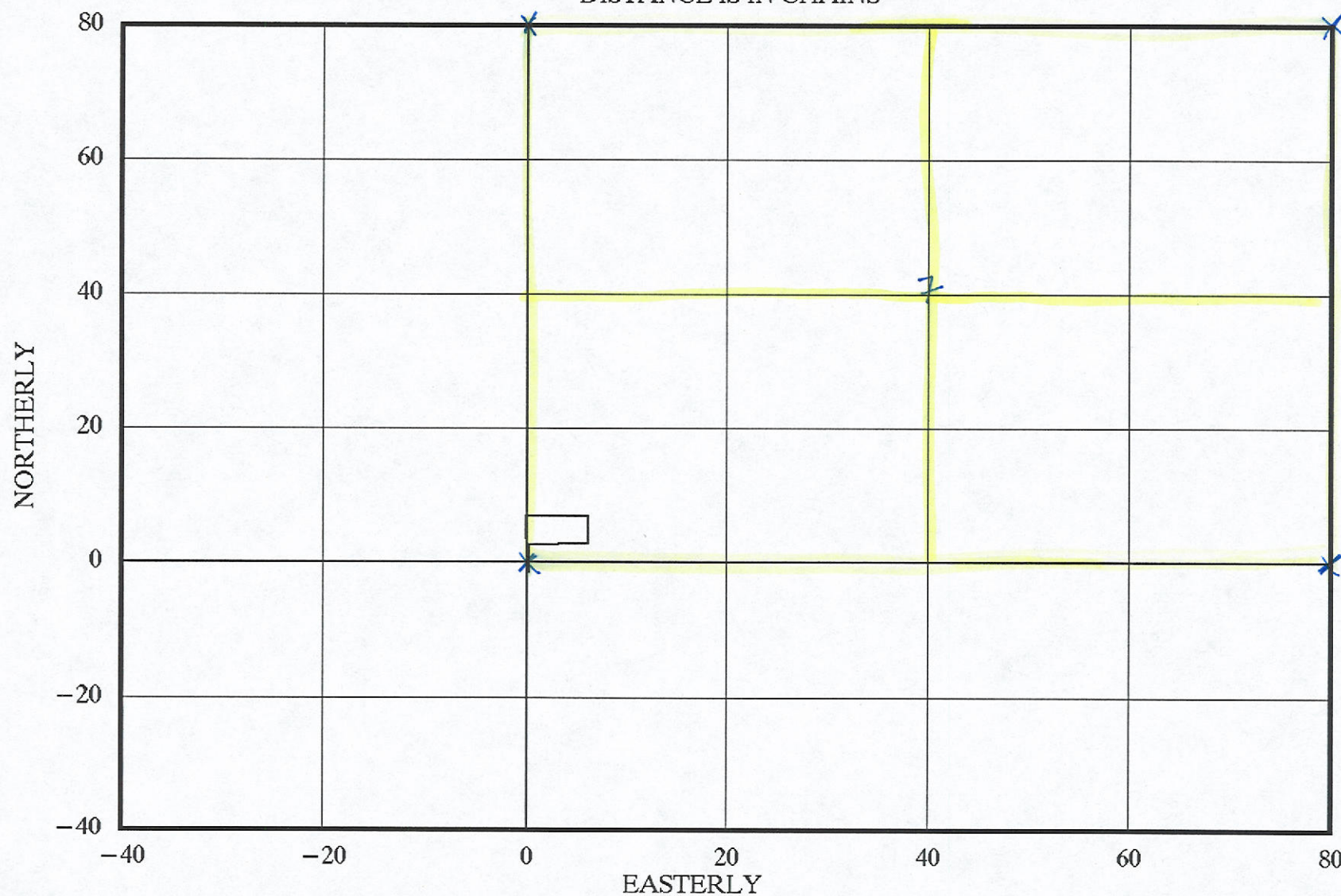
DEPENDENT RES



Becker
A61-10217

PARCEL PLOT – METES & BOUNDS

DISTANCE IS IN CHAINS



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: A61-10217
Date Received: 11/03/1989
Receipt No: MO 85707
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LEONARD E. BECKER 208-587-4374
Address: RT. 1, BOX 825
MOUNTAIN HOME, ID 83647

OR

Name: MERLA L. BECKER 208-587-4374
Address: RT. 1, BOX 825
MOUNTAIN HOME, ID 83647

2. Date of Priority: APR 01, 1954

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04S	07E	7	SW	SW	SW		ELMORE

5. Description of diverting works:

4" CASED WELL, 17' DEEP, W/1 HP PUMP, 1" PVC FOR SPRINKLER IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.050		

7. Total Quantity Appropriated is:

0.050 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	07E	7	SW	SW		IRR	1.5
Section Acres							1.5
Total Acres							1.5

11. Place of use in counties: ELMORE

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): _____ 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 _____

Becken

A61-10217



A6110217

Possible limiting
conditions w/ A61-10041
v/s
Same well

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

A61-10217

Date Received

11-3-89

Receipt Number

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) LEONARD E AND/OR Merla L. Becker Phone (208) 587-4374Mailing Address RT.1, Box 825, Mountain Home, Idaho Zip 83647-97222. Date of Priority (Only one (1) per claim) APRIL 19543. Source of water supply (a) groundwater
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 4 So Range 7 East Section 7,
SW 1/4 of SW 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of EIMORE

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.well: 4" casing; 17' deep; 1 horse pump; 1" PVC pipe lines

MICROFILMED

AUG 12 1992

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

MEMPHIS

SEP 1 1988

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 3-15 to 11-15 amount .05 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .03 .05 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is ~~4.5~~ 5.3 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4S	7E	7											1 1/2						1 1/2

Total number of acres irrigated 1 1/2

11. In which county (ies) are lands listed above as place of use located? ELMORE

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (X)

14. Remarks:

Last Name BECKER Ident No. _____

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Copies: White - State, Yellow - Claimant
AUG 12 1992

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

RECEIVED

X

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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 NONE

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Mesha L Becker Date Nov 3, 1989

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title
of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____ }
County of ADA } SS.

Subscribed and sworn (or affirmed) before me this

30th

day of November 19 89

SEAL

Notary Public

Residing at

My Commission Expires

Jan Thurtel

Meridian ID

9-14-94

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

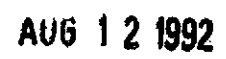
Signature _____

Address _____

Date _____

Last Name BECKER Ident. Number _____

MICROFILMED
Copies White-State, Yellow-Claimant
AUG 12 1992



A61-10041
A61-10217

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NOV 17 1989

Department of Water Resources
Western Regional Office

THIS LOAN IS NOT ASSIGNABLE WITHOUT THE
APPROVAL OF THE VETERANS AFFAIRS DEPARTMENT
OR ITS AUTHORIZED AGENT.

(Print Above This Line For Recording Date)

450074

DEED OF TRUST

10VD
92113

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 12, 1989
The grantor is LEONARD EUGENE BECKER AND MERLA E. BECKER, HUSBAND AND WIFE
("Borrower"). The trustee is GUARANTY TITLE, INC.
("Trustee"). The beneficiary is NORVEST MORTGAGE, INC.
which is organized and existing under the laws of THE STATE OF MINNESOTA, and whose address is 3451 HANFORD AVENUE, P.O. BOX 780, WATERLOO, IOWA 50704-0780
("Lender"). Borrower owes Lender the principal sum of TWENTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100
Dollars (U.S. \$ 28,800.00). 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 JULY 01, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 ELMORE County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO:
GNAC MORTGAGE CORPORATION OF IOWA, P.O. BOX 780, WATERLOO, IA 507040780
which has the address of 825 AGUIRRE ROAD MOUNTAIN HOME
(Street) (City)
Idaho 83647 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 grant 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.

VNO 15 1985

RECEIVED

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application 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 paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach 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 by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 attach 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 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 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.

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 19 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. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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.

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **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.

9. **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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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.

10. **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.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and provisions 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.

12. **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.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notice.** 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 conforming 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 had no acceleration 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 paragraphs 13 or 17.

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

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute 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 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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. 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.

22. 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.

23. 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.

24. 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 ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☒ Other(s) [specify] V. A. RIDER

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.

..... (Seal)
 -Borrower *Leonard Eugene Becker* (Seal)
 LEONARD EUGENE BECKER
 (Seal)
 -Borrower *Merla L. Becker* (Seal)
 MERLA L. BECKER
 (Seal)
 -Borrower (Seal)
 -Borrower

THIS INSTRUMENT WAS DRAFTED BY: NORWEST MORTGAGE, INC.
 GENERAL BUSINESS CENTER, PO BOX 11, BOSTON, MA 02101

NOTARIAL ACKNOWLEDGEMENT ATTACHED

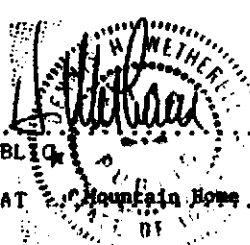
450074

INOT

NOTARIAL ENDORSEMENT TO DEED OF TRUST

STATE OF IDAHO:)
COUNTY OF Elmore) SS:

ON THIS 19th DAY OF June, A.D. 1989, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LEONARD EUGENE BECKER AND MERLA L. BECKER, HUSBAND AND WIFE KNOWN OR IDENTIFIED TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT (HE/SHE/THEY) EXECUTED THE SAME. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.


NOTARY PUBLIC
RESIDING AT Mountain Home
IDAHO.
MY COMMISSION EXPIRES 5-15-92

253837

ELMORE COUNTY, IDAHO, ss
Request of

GUARANTY TITLE INS
To 2:89
Date June 19, 1989
By RAMONA VRAZABAN
Deputy
Fee 2100

0450074

EXHIBIT "A"

Part of the SW $\frac{1}{4}$ of Section 7, T4S, R7E, S.M., Elmore County, Idaho, more particularly described as follows:

Beginning at the southwest corner of Section 7, T4S, R7E, S.M. and running thence

North 0°25' West 449.7 feet; thence

North 89°51' East 19 feet to the NEAL POINT OF BEGINNING;
thence

North 89°51' East 381.5 feet; thence

North 273.8 feet; thence

South 89°51' West 385 feet; thence

South 0°25' East 273.6 feet to the NEAL POINT OF BEGINNING.



MORTGAGE

450074

VALR

VA Loan
Rider

THIS VA LOAN RIDER is made this 19TH day of JUNE, 1989 amend and supplement the Security Instrument of the same date given by me/us (sometimes referred to as "Borrowers") to secure my Note with real estate to Northwest Mortgage, Inc. ("Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

825 AGUIRRE ROAD, MOUNTAIN HOME, IDAHO 83647

(Property Address)

I. **ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, I/we and Lender further covenant and agree as follows:

A. Regulations (38 C.F.R. Part 38) issued under the Veterans Administration ("VA") guaranteed loan authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Security Instrument which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

B. In the event this loan is not guaranteed by the VA within 120 days after the date of loan closing, the entire outstanding balance secured by this Security Instrument may be declared due and payable at the option of the Lender.

II. **MODIFICATION OF COVENANTS.** Borrower and Lender hereby agree to amend the following covenants and agreements made in the Security Instrument.

A. **MODIFICATION OF COVENANTS**

Section 17 of the Security Instrument is hereby deleted and the following language is substituted in its place:

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to 38 U.S.C. Section 1817A.

- a. **Funding Fee.** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the Lender, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. Section 1829 (b) (A veteran drawing compensation or a surviving spouse of a veteran who died from service connected disability).
- b. **Processing Charge.** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the Lender for determining the creditworthiness of the assumer and subsequently revising the Lender's ownership records shall not exceed the maximum established by the Veterans Administration for a loan to which 38 U.S.C. Section 1918A applies.
- c. **Indemnity Liability.** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

BY SIGNING BELOW, I/we accept and agree to the terms and covenants contained in this VA Loan Rider.

Date

June 19, 1989

Leonard Eugene Becker (SEAL)

LEONARD EUGENE BECKER

Merla L. Becker (SEAL)

MERLA L. BECKER

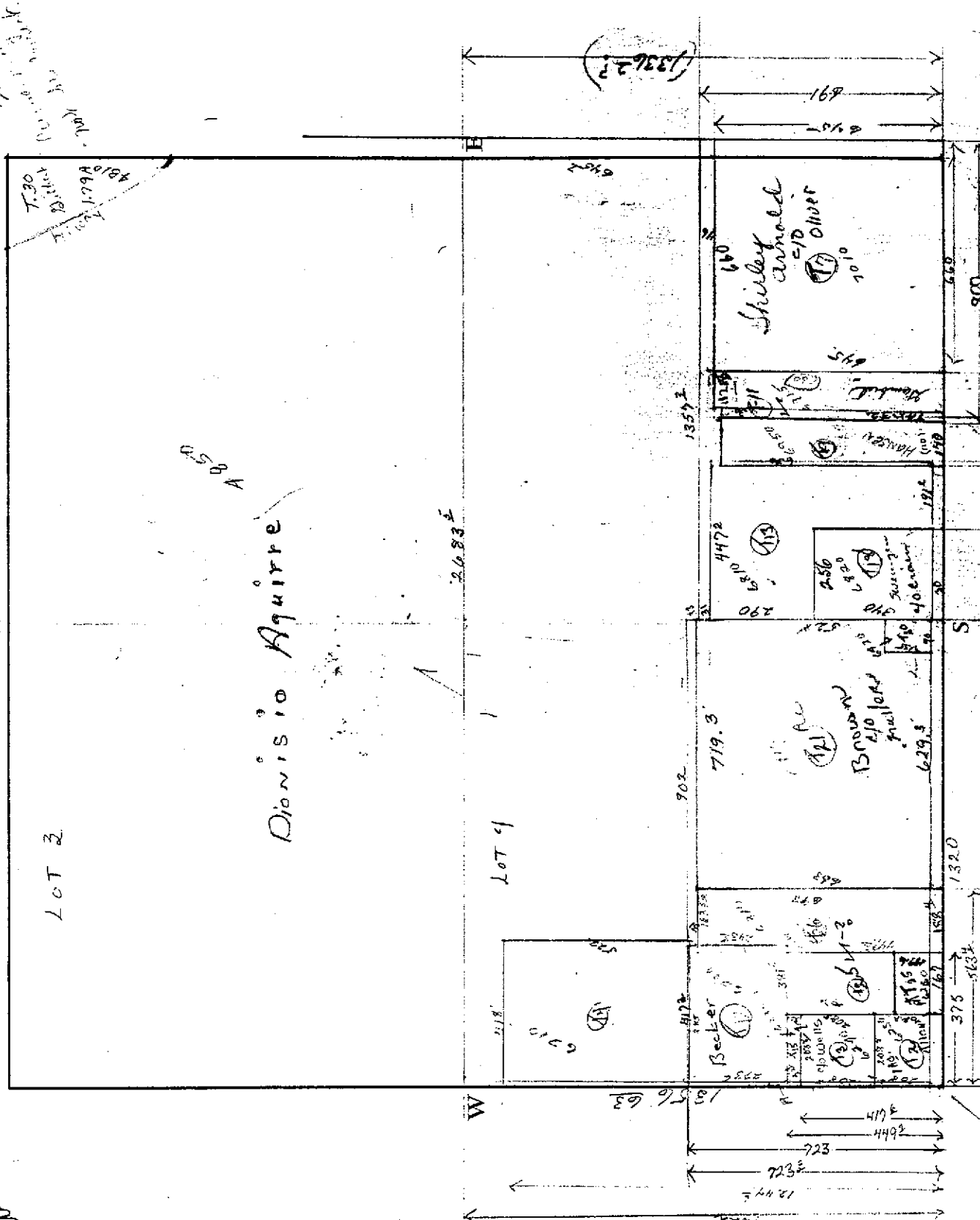
Borrower

Borrower

SW 4

Section 7 Township 4 S. Range 7 E.

CANTON PRINTING, CALDWELL, IDAHO 83106



MICROFILMED

AUG 12 1992

Leonard Becker or Paula Becker
Rt 1 Box 825
Mtn. Grove, Del 83647
ID# A61-10041

WESTERN REGION

CLAIM NUMBERS 61-10217

AGENT SB DATE 8/12/98

TOTAL ACRES FROM RECOMMENDATION .5

GEOGRAPHIC INFO SYSTEM ACRES .5

READY FOR DECREE (YES) SENT FOR DECREE (YES)

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM																			
GIS																			
RECOM																			
GIS																			

POLYGON CREATED ON 80

POLYGON # ()()()() UPDATED BY

ATTRIBUTES OF B51-POU.SHP (34) ()()()()

ATTRIBUTES OF B51-POD.SHP (33) ()()()()

B51-DBPOU.DBF SB UPDATED BY

B51-DBPOD.DBF SB UPDATED BY

Added to B601

RDH GPSTABLE

AJ0749NP
No. R61-10217

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

DATE: 08/12/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LEONARD E BECKER	04/01/1956	IRRIGATION	03-15 11-15	0.02 CFS	2.00 AFA
C	MERLA L BECKER					
	RT 1 BOX 825			TOTAL DIVERSION:	0.02 CFS	2.00 AFA
	MOUNTAIN HOME ID 83647					
	(208) 587-4374					

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T04S R07E S07 Lot04(SWSWSW)

ELMORE County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE										
		NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SESW		NESE		NWSE		SWSE		SESE		
T	R	S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	: SUM	
04S	07E	7	:								:								:						: 0.5	
TOTAL ACRES																							: 0.5			

POU County: ELMORE

Other Rights: NONE

Dates: Exam Made Date: 07/11/1994 Verified Date: 08/12/1998 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Comments: Date: 12/27/1994 User-ID: MMINICUC Subject: WELL
THE WELL OF THE ORIGINAL CLAIM HAS BEEN REPLACED (1992). SEE
CORR. REGARDING ABANDONMENT OF SHALLOW WELL AND USE OF NEW WELL
FOR THIS WATER RIGHT. SHALLOW WELL HAS CAVED IN; CLAIMANT WOULD
RATHER USE OPERABLE WELL ALREADY IN PLACE (ECONOMICS), AND IN
FACT HAS BEEN SPRINKLING THE PASTURE WITH THE NEW WELL.

Date: 12/27/1994 User-ID: MMINICUC Subject: ACREAGE
THE PASTURE APPURTENANT TO THIS CLAIM WAS PAVED AND MEASURED AT
APPROX. 19,000 SQ FT, OR .44 OF AN ACRE. THIS WAS ROUNDED OFF TO
.5 ACRE. ENTIRE PROPERTY IS 104,378 SQ FT (2.4 ACRES) AND
CONSIDERABLE SPACE IS TAKEN UP BY BUILDINGS AND CORRALS. MAP IN

AJ0749NP
No. R61-10217

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

DATE: 08/12/98
PAGE: 2

=====

Comments: Date: 12/27/1994 User-ID: MMINICUC Subject: ACREAGE
FILE, AS WELL AS CORR. (DATED 07/28/1994) TO CLAIMANT EXPLAINING
THAT .5 ACRE WAS FOUND DURING THE FIELD EXAM.

Audit: 08/12/98 SBOCK

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

DATE: 12/27/94
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LEONARD E BECKER	04/01/1956	IRRIGATION	04-01 10-31	0.02 CFS	2.00 AFA
C	MERLA L BECKER					
	RT 1 BOX 825					
	MOUNTAIN HOME ID 83647					
	(208) 587-4374					
TOTAL DIVERSION:					0.02 CFS	2.00 AFA
CONSUMPTIVE USE:						~~1.50 AFA~~

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T04S R07E S07 Lot04(SWSWSW)

ELMORE 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	Lt	Ac	Lt	Ac	Lt	Ac		SUM											
04S	07E	7	:																																			
																								04-.5														
																								TOTAL ACRES		0.5												

POU County: ELMORE

Other Rights: NONE

Dates: Exam Made Date: 07/11/1994 Verified Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Comments: Date: 12/27/1994 User-ID: MMINICUC Subject: WELL
THE WELL OF THE ORIGINAL CLAIM HAS BEEN REPLACED (1992). SEE
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FOR THIS WATER RIGHT. SHALLOW WELL HAS CAVED IN; CLAIMANT WOULD
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Date: 12/27/1994 User-ID: MMINICUC Subject: ACREAGE
THE PASTURE APPURTENANT TO THIS CLAIM WAS PAVED AND MEASURED AT
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.5 ACRE. ENTIRE PROPERTY IS 104,378 SQ FT (2.4 ACRES) AND
CONSIDERABLE SPACE IS TAKEN UP BY BUILDINGS AND CORRALS. MAP IN
FILE, AS WELL AS CORR. (DATED 07/28/1994) TO CLAIMANT EXPLAINING
THAT .5 ACRE WAS FOUND DURING THE FIELD EXAM.

Audit: 12/27/94 MMINICUC

15:19:02
07/08/94
14

CLAIM NUMBER: A61-10217

CONS. V

1.5

Dates: Exam Made Date: 07/11/1994 Verified Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:14:50
07/08/94

PAGE: 1
GENERAL INFORMATION

1
CLAIM NUMBER: A61-10217

LAST: BECKER
ADDRESS: RT. 1, BOX 825
CITY: MOUNTAIN HOME
PHONE NUMBER: 208-587-4374

FIRST: LEONARD E.

STATE: ID ZIP: 83647

OWNER CODE: C

LAST: BECKER
ADDRESS: RT. 1, BOX 825
CITY: MOUNTAIN HOME
PHONE NUMBER: 208-587-4374

FIRST: MERLA L.

STATE: ID ZIP: 83647

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER

CONTACT PERSON: Leonard/Merla Becker

PHONE NUMBER: (508) 587-4374

DATE OF FIELD EXAM: 07/11/1994

APPOINTMENT MADE: Y() N(X)

TIME: 8:10 A(X) P()

ACCOMPANIED BY: Tls. Becker

PHONE NUMBER: () - -

RELATIONSHIP TO CLAIMANT: Same

DIRECTIONS TO PROPERTY / NOTES:

Hammer Turn Home to the Hammett Highway. RT turn on
Aguirre Road ~~Hammer~~ (Lamberton on map). Just before 4-way,
on east (left) side of road.

A. AJ CLAIM: # A61-10217 PRIORITY DATE: 04-01-1954 STAGE: J

B. WR RECORD: NO WATER RIGHT RECORD TO MATCH THIS AJ CLAIM

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE

FIELD
EXAMINER

(Y)

577

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y(X) N()
IF YES EXPLAIN.

NOTES: 12/27/1994: Affidavit supplied by claimant indicates that the well in question (shallow well) was first used in 1956. Since well is at the back of the property (not close to the present home) it is assumed that the well was developed for irrigation purposes.

RECOMMENDED PRIORITY DATE:

04-01-1956

REVIEWED BY

[Signature]

DATE 12/27/1994

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A61-10217	04S	07E	7	SW	SW	SW		ELMORE

WR RECORDS IN SAME 40 ACRE TRACT
61-07272

TRIB:

THERE IS NO WATER RIGHT RECORD WITH THE SAME CLAIM NUMBER

TRIB: NO TRIBUTARY FOR RECORD

	DATABASE	FIELD EXAMINER
DUE TO POD DISCREPANCY? (Y/N)	Y	
DUE TO SOURCE DISCREPANCY? (Y/N)	Y	N/A

12/27/1994: No ~~at~~ previous filing on this water right - no discrepancy possible.

[illegible]

SOURCE:

GW

TRIB:

REVIEWED BY:

[Signature]

DATE:

12/23/1994

SYSTEM DESCRIPTION:

Replacement well drilled 1992, log attached. Old well, described in original claim, has caved in & has not been used by the Beckers (bought property in 1989). Claimants sprinkled pasture with hoses, but have not repaired shallow well. Will continue to irrigate from new well - see corr. dated 07/28/1994 regarding abandonment of shallow well. Well piped to lawn hydrants to hoses to sprinklers. Well is 175' deep - static water @ 130', 1 ft drawdown. Measured by driller @ 200 gpm ~~(.044 cfs)~~ (.044 cfs). Well log attached.

A. ROOT WATER RIGHT NUMBERS: A61-10217

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
04S	07E	7	SW	SW		BECKER, LEONARD E.	A61-10217 / 1.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A61-00264 /10.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A61-10417 /10.5	- /			
			SW	SW		TUCKER, B L	R61-07272 / 8.0	61-07272 / 8.0			
			SW	SW		BECKER, LEONARD E	R61-10041 /	- /			
			SW	SW		BECKER, LEONARD E.	A61-10041 /	- /			
			SW	SW		MARKHAM, FRANK	A61-10403 /	- /			
			SW	SW		HAMILTON, JAMES E.	A61-10491 / 5.0	- /			
			SW	SW		HAMILTON, JAMES E.	A61-10492 /	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A63-02214 /10.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A63-19893 /10.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A63-20139 /10.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A61-00263 /10.5	- /			
			SW	SW		SPINAZZOLO, RUTH ALLEN	A61-11779 /	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A61-00266 /10.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A61-10419 /10.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A61-10421 /10.5	- /			
			SW	SW		MOUNTAIN HOME IRRIGATION DISTRA	A63-02188 /10.5	- /			
			SW	SW		TUCKER, B L	A61-07272 / 8.0	- /			
			SW	SW		HAMILTON, JAMES E	R61-10492 /	- /			
			SW	SW		MARKHAM, FRANK	R61-10403 /	- /			
			SW	SW	4	ELMORE COUNTY IRRIGATED FARMS		61-00268 /			
TOTAL ACRES							A61-10217	1.50			

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N(☒)
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE

FIELD
EXAMINER

POU COUNTY: ELMORE

☒ Y

PRESUMPTION FLAG:

NOTES:

2/27/1994: Place of use verified by field exam 07/11/1994, & NAPP Z63NW.
This water right is used for pasture only - sq. footage
paced off. $100' \times 190' = 19000 \text{ ft}^2 \div 43560 = 1.44 \text{ acres}$.
See drawing below for location of pasture on property

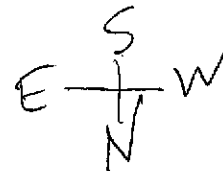
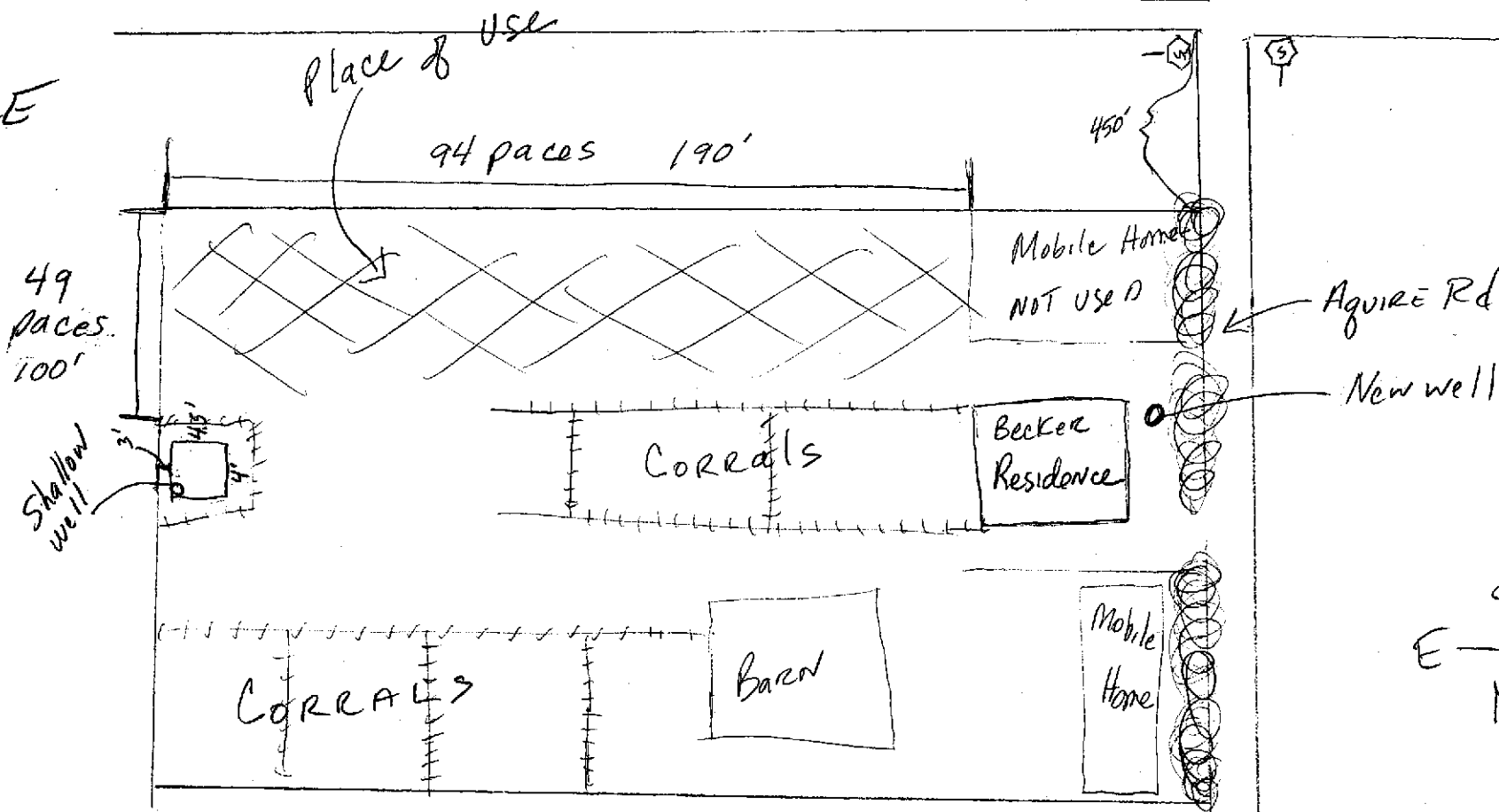
RECOMMENDATIONS:

TOTAL ACRES: $\frac{1}{2}$

REVIEWED BY: [Signature]

DATE: 2/27/1994

NOT TO
SCALE



A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A61-10217 IRRIGATION	FROM 03-15 TO 11-15	.050 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.050 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
----------	-----------	--------------------

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	Y	<u>Y</u>
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	Y	<u>Y</u>
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	Y	<u>Y</u>

D. PERIOD OF USE:

RECOMMEND AS CLAIMED? Y() N(X)

RECOMMEND TO WR STANDARDS OR OTHER? Y(X) N() Explain in notes, below.

NOTES:

12/27/1994: No previous filing - no discrepancy possible. Use verified by field exam. Season of use recommended to current IDWR standard.

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

N/A Y() N()

AJ TOTAL CLAIMED DIVERSION RATE: 0.050 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: CFS

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***
** If an amount smaller than the original diversion rate is **
** claimed and an exam is NOT required, explain in notes. **

FLOW MEASUREMENT REQUIRED?

FIELD
DATABASE EXAMINER

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

Y

B.

FLOW MEASUREMENT

MEASUREMENT METHOD Theoretical, SEE ATTACHED CALCULATIONS.

Well driller's measurement (see well log)

C. ARE OTHER WATER RIGHTS USED? Y() N() IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE.

LIST ALL RIGHTS WITH A SAME POI AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A61-10217	GROUNDWATER	BECKER, LEONARD E.	0.050	0.033		
A61-00263	CANYON CREEK	MOUNTAIN HOME IRRIGATION DISTR	6.000	0.001	2880.00	0.64
A61-00264	CANYON CREEK	MOUNTAIN HOME IRRIGATION DISTR	3.200		1536.00	0.34
A61-00266	CANYON CREEK	MOUNTAIN HOME IRRIGATION DISTR	2.400		1152.00	0.25
R61-07272	GROUNDWATER	TUCKER, B L	0.240	0.030	50.00	6.25
A61-07272	GROUNDWATER	TUCKER, B L	0.240	0.030	54.00	6.75
A61-10417	CANYON CREEK	MOUNTAIN HOME IRRIGATION DISTR	2.200		924.00	0.20
A61-10419	CANYON CREEK	MOUNTAIN HOME IRRIGATION DISTR	18.100	0.004	8688.00	1.95
A61-10421	CANYON CREEK	MOUNTAIN HOME IRRIGATION DISTR	400.000	0.089	7695.49	1.72
	RATTLESNAKE CREEK					
A61-10491	GROUNDWATER	HAMILTON, JAMES E.	0.150	0.030		
A63-02188	CAT CREEK	MOUNTAIN HOME IRRIGATION DISTR	2.840		1192.80	0.26
A63-02214	CASTLE ROCK CREEK	MOUNTAIN HOME IRRIGATION DISTR	1.800		756.00	0.16
A63-19893	LITTLE CAMAS CREEK	MOUNTAIN HOME IRRIGATION DISTR	19.000	0.004	9120.00	2.04
A63-20139	LITTLE CAMAS CREEK	MOUNTAIN HOME IRRIGATION DISTR			24000.00	5.39

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
R61-10041	DOMESTIC	BECKER, LEONARD E	FROM 01-01 TO 12-31	.040 CFS	
R61-10041	STOCKWATER	BECKER, LEONARD E	FROM 01-01 TO 12-31	.020 CFS	
A61-10041	DOMESTIC	BECKER, LEONARD E.	FROM 01-01 TO 12-31	.040 CFS	
A61-10041	STOCKWATER	BECKER, LEONARD E.	FROM 01-01 TO 12-31	.020 CFS	
A61-10403	DOMESTIC	MARKHAM, FRANK	FROM 01-01 TO 12-31	.040 CFS	
A61-10492	DOMESTIC	HAMILTON, JAMES E.	FROM 01-01 TO 12-31	.040 CFS	
A61-11779	DOMESTIC	SPINAZZOLO, RUTH ALLEN	FROM 01-01 TO 12-31	.040 CFS	
R61-10492	DOMESTIC	HAMILTON, JAMES E	FROM 01-01 TO 12-31	.040 CFS	
R61-10403	DOMESTIC	MARKHAM, FRANK	FROM 01-01 TO 12-31	.040 CFS	

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE ^{.03}
ACRES .5 x 0.02 CFS/ACRE = .015 CFS
(Taken from p/u review)

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y(X) N()

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N(X) ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = AF/A
ACRES .5 x CONSUMPTIVE VOL. AF/A FOR AREA 3 =
TOTAL CONSUMPTIVE USE 1.5 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A
ACRES .5 x DIVERSION VOL. AF/A FOR AREA 4.0 =
TOTAL DIVERSION VOLUME 2.0 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(X)

1b. CALCULATIONS (Theoretical)

$$\frac{(8.8)(1)(.70)}{131 + (35 \times 2.31)} = 80.85$$

$$\frac{61.6}{211.85} = .03 \text{ CFS}$$

Driller's

$$20 \text{ gpm} \div 448.83 = .045 \text{ CFS} \\ (.05 \text{ CFS})$$

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	()	()
FORFEIT/ABANDON _____	()	(X)
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 61-10217

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE

EXAMINER

CFS

SPLITS:

OLD RIGHT
NUMBERS

CURRENT
CLAIM NUMBERS

DIVERSION
RATE

CURRENT "R"
CLAIM NUM.

"R" DIV.
RATE

WR RIGHT
NUMBERS

DIVERSION
RATE

-

A61-10217

0.050

-

-

TOTAL CFS

0.050

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

DATABASE
N

FIELD
EXAMINER

NOTES:

12/27/1994: No splits.
This water right may have been sparsely used by
the claimants, but it appears that some irrigation has
occurred. No sage. Looks lightly irrigated on NAPP 263 NW (07/31/1987)

AUTHENTICATION:

SIGNATURE:

NAME OF FIELD EXAMINER:

DATE:

TITLE:

MARIA MINICUCCI
SR WATER AGENT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:14:50
07/08/94

PAGE: 13
QUICKLOOK INFORMATION

13
CLAIM NUMBER: A61-10217

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	Y		IDWR 01/28/1993	Y	6	MM 12/27/1994	MM 12/27/1994	SB 01/28/95
POINT OF DIV	Y		MM 06/23/1994	N	5			
SOURCE	Y		MM 07/28/1994	N	5			
PLACE OF USE	Y			N	5,4			
DIV. AMOUNT CFS/VOLUME	Y			Y	IDWR			
CONSUMPTIVE USE	-			Y	STAND.			
PURPOSES	Y			N	5			
PERIOD OF USE	Y			Y	IDWR STAND.			
BASIS OF CLAIM	Y			N				
REMARKS								

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1 263 (1974)
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAPP PHOTOS = 4 263 NW
FIELD EXAM = 5 07/11/1994
OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

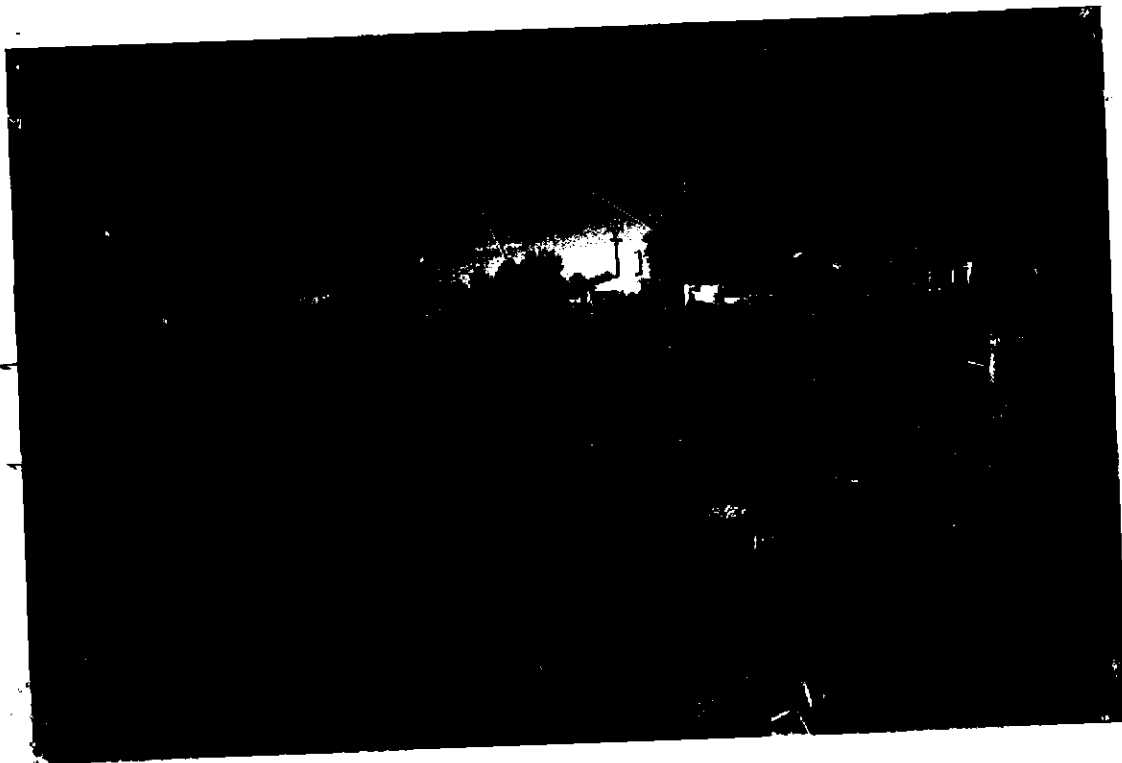
Bar Code updated
12/27/1994 MM

Photos taken 07/11/1994 by M Minicucci AGI-10217



① Old shallow well on east side of property. No longer used.

T04S R07E
S.7
SWSWSW



② Place of use - taken from site of old shallow well.

T04S R07E S.7
SWSWSW

Approx 19,000 ft²

Idaho Dept of Water Resources

T04S, R07E, S 07
Claim(s): 61-10217
Claimant(s): Becker
Prepared by: Sue Bock
Date: 08/12/1998



Place of Use



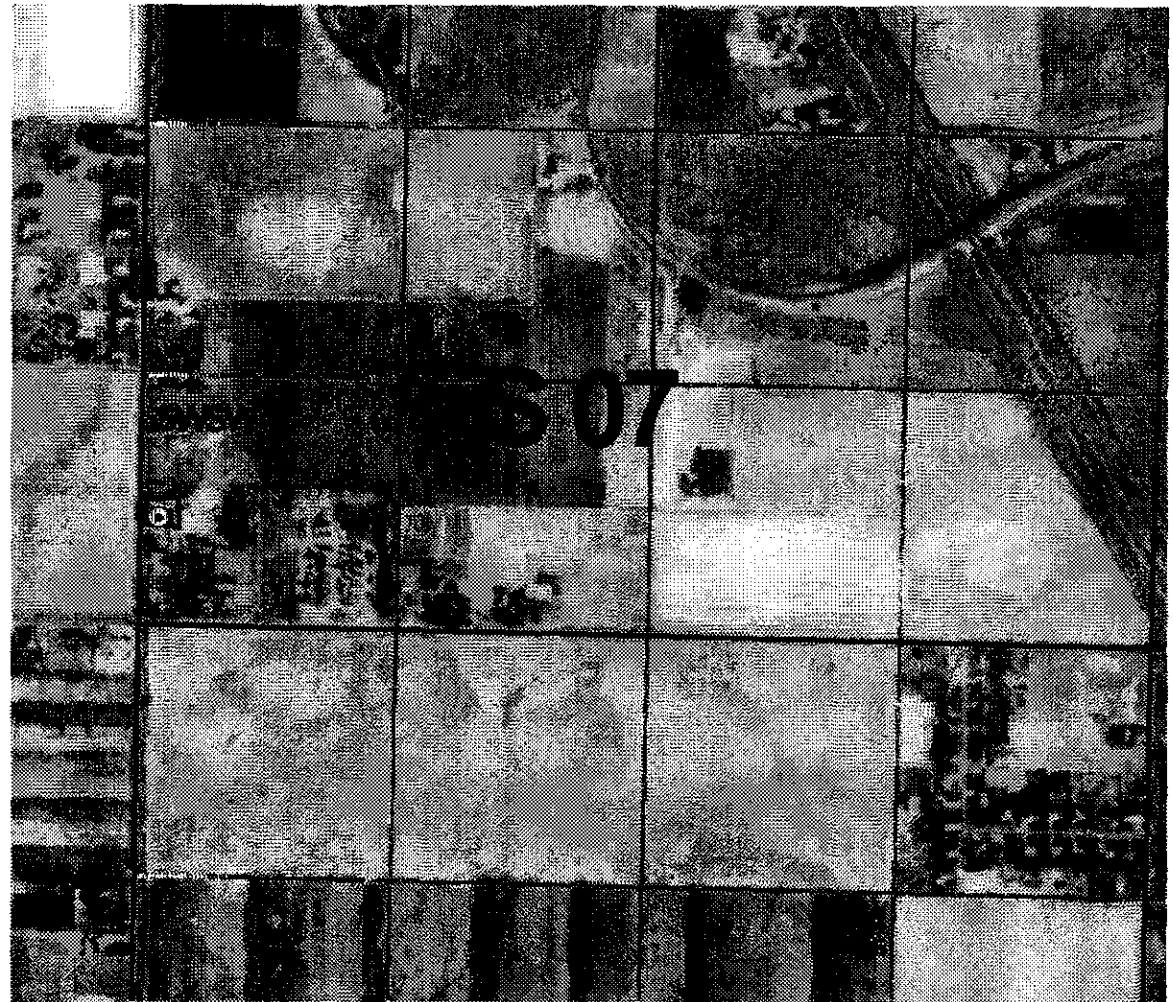
Point of Diversion



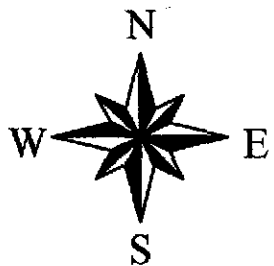
1/4 1/4 lines



Section Lines



1987 NAPP Photo



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORTUSE TYPEWRITER OR
BALLPOINT PENState law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER

Name Leonard E. or Maria Becker
Route 1, Box 825 (825 Aguirre Rd)
Address Mountain Home, ID 83647-9733
Drilling Permit No. 61-92-W-050
Water Right Permit No. A 61-10041

2. WATER LEVEL

Static water level 130.1 feet below land surface
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: ☐ Valve ☐ Cap ☐ Plug
Temperature 56 °F. Quality Excellent
Describe artesian or temperature zones below _____

3. NATURE OF WORK

☒ New well ☐ Deepened ☐ Replacement
☐ Well diameter increase
☐ Abandoned (describe abandonment procedures such as
materials, plug depths, etc. in lithologic log)

4. WELL TEST DATA

☒ Pump ☐ Bailer ☐ Air ☐ Other _____

Discharge G.P.M.	Pumping Level	Hours Pumped
<u>13</u>	<u>131.5</u>	<u>1</u>
<u>20</u>	<u>NOT MSD</u>	<u>17</u>

5. PROPOSED USE

☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type) _____RECEIVED
OCT 21 1992

6. LITHOLOGIC LOG

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
8	0	3.6			
6	3.6	175			
	0	14	Sandy Silt, Clay, Tan		X
	14	16	Gravel, Clay Binder		X
	16	19	Clay, Tan		X
	19	21	Gravel, Coarse Sand, Black		X
	21	31	Sand, Gravel, Clay Binder		X
	31	34.5	Clay, Tan		X
	34.5	38.5	Basalt, Fractured		X
	38.5	43.5	Basalt, Gray		X
	43.5	44	Basalt, Fractured		X
	44	55	Basalt, Gray		X
	55	57	Sand & Gravel, Weep of Water		X
	57	60	Basalt, Gray		X
	60	61	Basalt, Cracked, Gray		X
	61	64	Basalt, Gray		X
	64	69	Basalt, Fractured, Sand in		X
	69	88	Basalt, Gray		X
	88	91	Basalt, Gray, Harder		X
	91	92	Brown Burnt Clay, Clay		X
	92	97	Basalt, Gray, Hard		X
	97	98	Sand, Readily Balls Dry		X
	98	109	Basalt, Gray		X
	109	109.5	Cravine, Rubble, Clay		7
	109.5	127	Basalt, Hard, Fractured, Gray		7
	127	132	Soft, Gravely Brown Burnt		X
	132	155	Basalt, Hard & Fractured		X
	155	155.4	Fracture, Sand		X
	155.4	171	Basalt, Fractured		X
	171	175	5d Basalt, Gray		X
	175	175	Bentonite Layer		X
	175	175	Leaking at 1/2 Ft. of Static		X
	175	171	Dry Cement & Glass tamped into place		X

7. METHOD DRILLED

☐ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary
☒ Cable ☐ Dug ☐ Other _____

8. WELL CONSTRUCTION

Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____

Thickness	Diameter	From	To
0.250 inches	6 5/8 inches	2.4 feet	34.6 feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet

Was casing drive shoe used? ☒ Yes ☐ NoWas a packer or seal used? ☐ Yes ☐ NoPerforated? ☐ Yes ☒ NoHow perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun

Size of perforation _____ inches by _____ inches

Number	From	To
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet

Well screen installed? ☐ Yes ☒ No

Manufacturer's name _____

Type _____ Model No. _____

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____

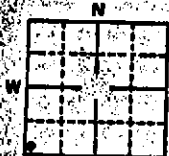
Placed from _____ feet to _____ feet

Surface seal depth 35.4 Material used in seal: ☒ Cement grout☐ Bentonite ☐ Pudding clay ☐ _____Sealing procedure used: ☐ Slurry pit ☒ Temp. surface casing☐ Overbore to seal depthMethod of joining casing: ☐ Threaded ☒ Welded ☐ Solvent☐ Weld☐ Cemented between strataDescribe access port 6 1/8 ID by removing Pileless

WELL-Cap.

9. LOCATION OF WELL

Sketch map location must agree with written location

Subdivision Name SEP 11 1992

Department of Water Resources

Western Regional Office

Lot No. _____ Block No. _____

County Elmore SW 1/4 of theSW 4 SW 4 Sec. 7 T. 4S N ☐ S ☒ R. 7E W ☐

10. DRILLERS CERTIFICATION

We certify that all minimum well construction standards were
applied with at the time the rig was removed.Firm Name Artesian Co.Firm No. 318

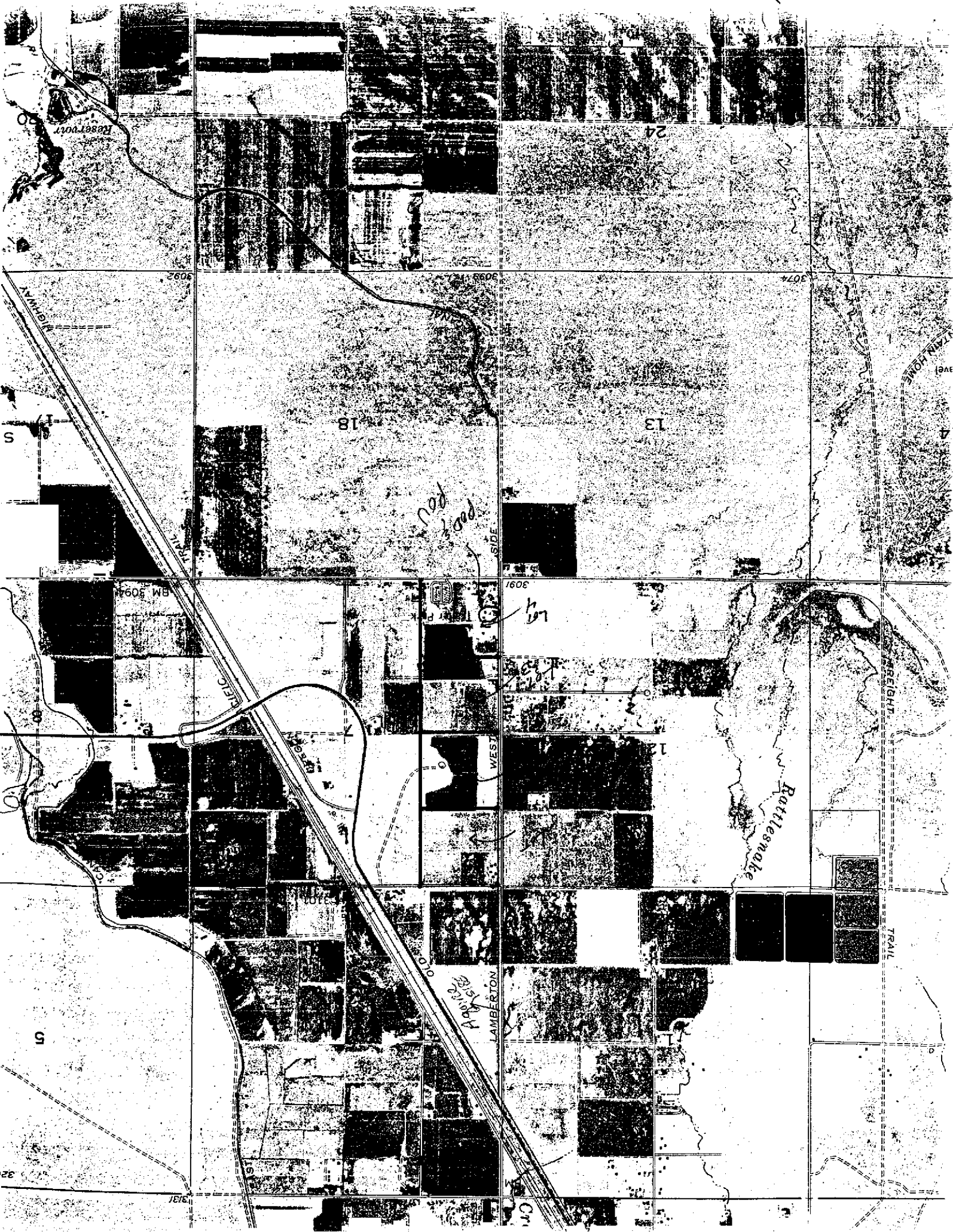
7425 W. 36th S.

Address Mtn. Home, ID 83647 Date 10 Sept 1992Signed by (Firm Official) Hugh Hardenand Hugh Harden(Operator) Hugh Harden

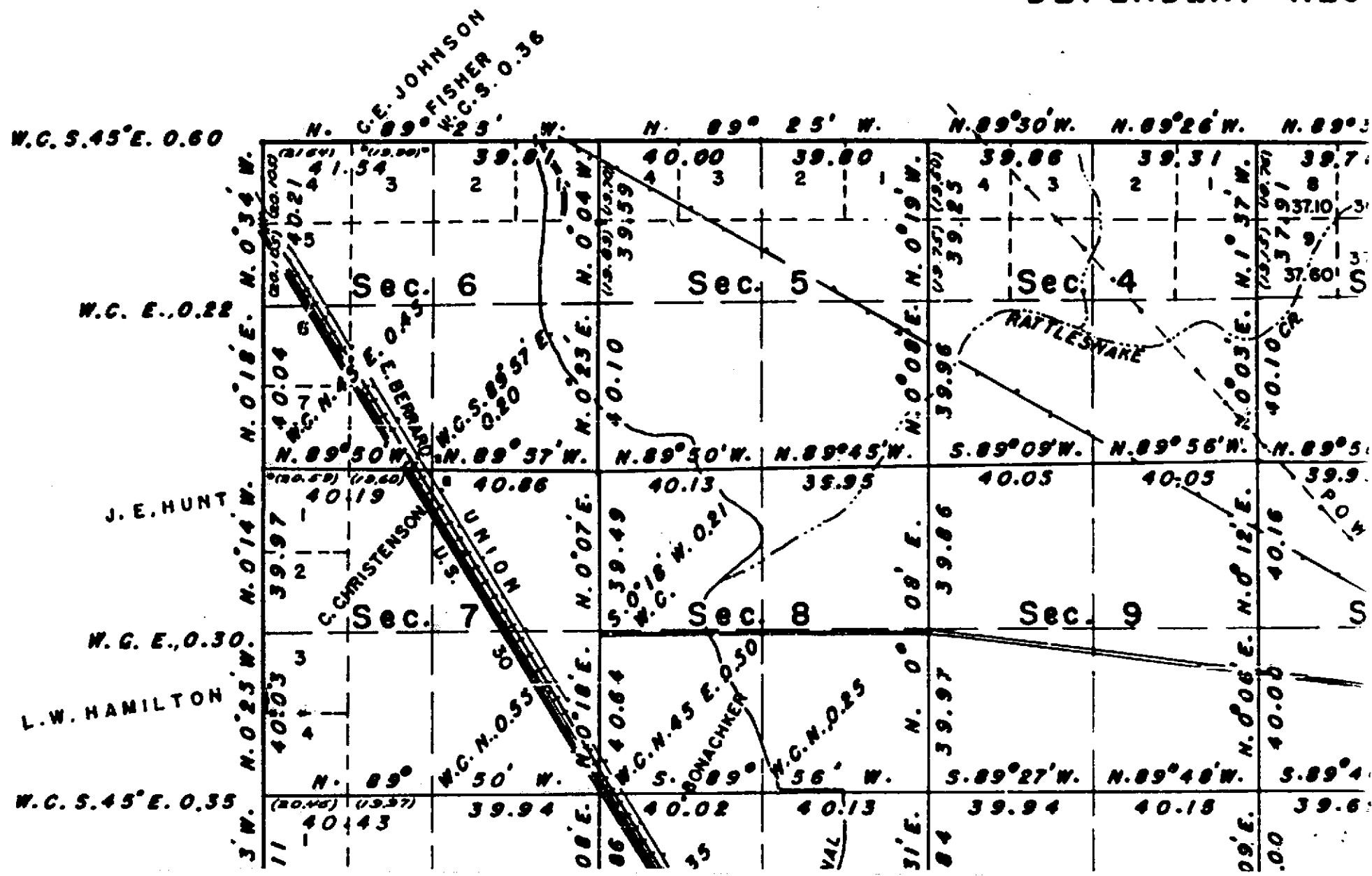
USE ADDITIONAL SHEETS IF NECESSARY

FORWARD THE WHITE COPY TO THE DEPARTMENT

263 (1974) T04S R07E A61-10217 1.5 ACRES .05 (FS)



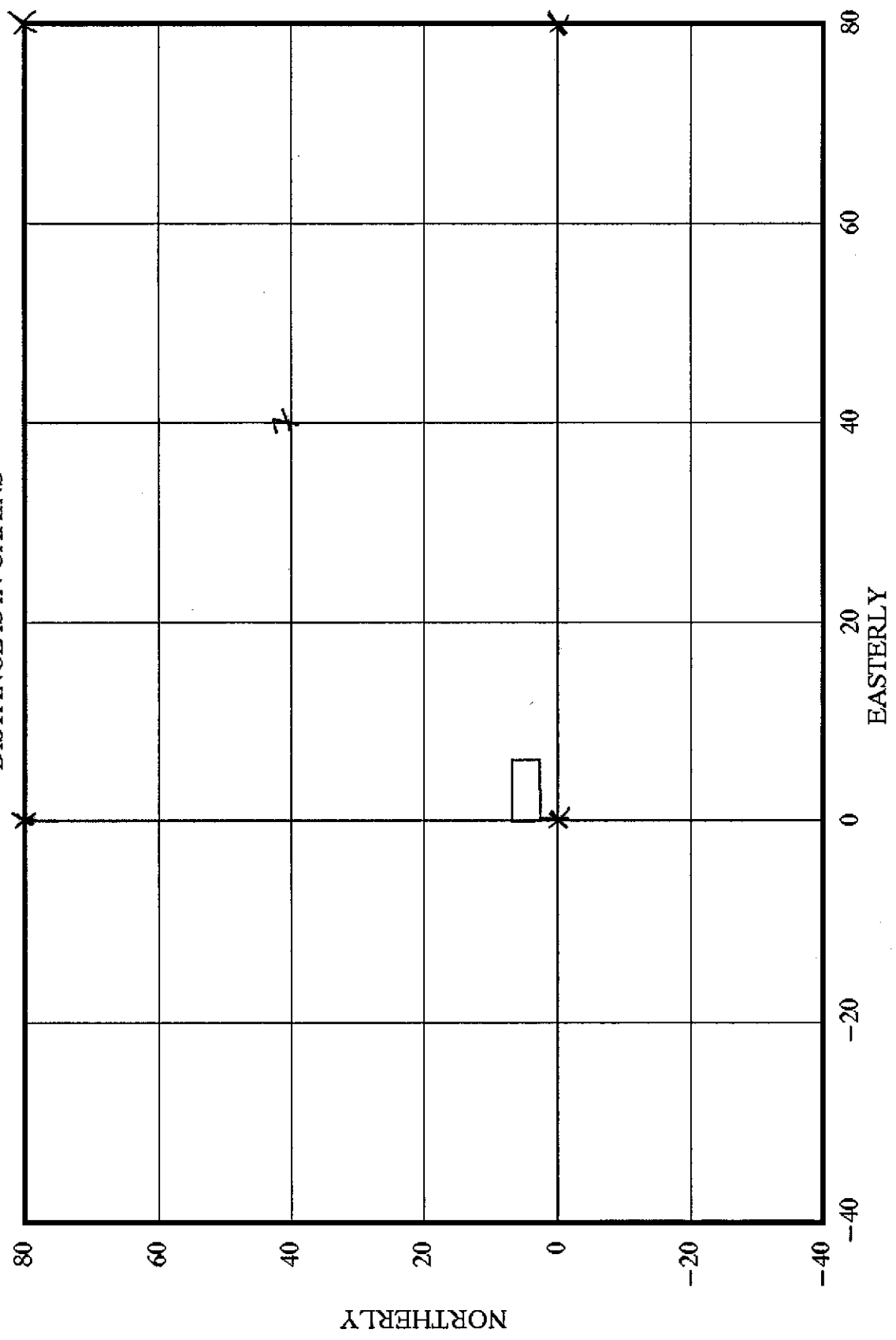
DEPENDENT RES



Becker
A61-10217

PARCEL PLOT - METES & BOUNDS

DISTANCE IS IN CHAINS



Becker
A41-10217

0.00	0.00					-0.02
-0.05	6.81	0.00	25.00	0.00 nw	449.70	-0.02
0.24	6.81	89.00	51.00	0.00 ne	19.00	-0.01
6.02	6.83	89.00	51.00	0.00 ne	381.50	-2.51
6.02	2.68	0.00	0.00	0.00 n	273.80	-2.51
0.19	2.67	89.00	51.00	0.00 sw	385.00	-2.60
0.22	-1.48	0.00	25.00	0.00 se	273.60	-2.60
0.22	-1.48	0.00	0.00			-2.60

DEPARTMENT OF WATER RESOURCES

Staff Analysis Sheet For

SRBA Claim Verification Field Report

A. Prior to Conducting the Exam, the File Contains:

- ☐ Claim Verification Report(CVR)
☐ Copy of Adjudication Claim
☐ Copies of pertinent files(prev. rts., exams, etc.)
☒ Well Inspection Form (If Needed)
☒ Copy of U.S.G.S. Quad map, orthophotoquad, or NAPP photography ~~263 NE~~
☒ Check P.D. & P.U. desc. for Govt. Lots(if a lot is found, a copy of LOT 4 the Govt. plat is needed to add the lot onto the R claim file later.
☐ Check CVR for P.D. overlap(see page titled Pt. of Div. Review Sheet)
☒ Check AJ & WR P/D indexes(to ck. accuracy of CVR overlap ckd. above)
Overlap X yes ☐ no If yes: ☐ copy of claims & water rights incl?
Type of Overlap? ☐ Add acres or uses to existing system
☐ Increase rate of flow or volume
☒ Other: A61-10041 D/S Diff. well? 8" 21'
☐ Check CVR for P.U. overlaps(see page titled Pl. of Use Review Sheet)
☒ Check AJ & WR P/U indexes(to ck. accuracy of CVR overlap ckd. above)
Overlap X yes ☐ no If yes: ☐ copy of claims & water rights incl?
Type of Overlap? ☐ Increase rate of flow or volume
☐ Add P/D's
☐ Increase number of acres within tracts
☐ Different source for same acres
☒ Other: A61-10041 D/S
☒ Appointment Letter Sent? mm 06/23/1994 (initial & date)
☐ Appointment Made and Telephone Conversation Memo Attached

B. After Conducting the Exam, the File Contains:

- ☒ Fully Completed and Signed CVR Form
☒ Photographs of Point(s) of Diversion and Place of Use
☒ Completed map outlining Point(s) of Diversion and Place of Use

C. Review and Processing:

- Claim No. submitted for weekly exam completed prog. report? ☐ Yes ☐ No
Exam completed date data entered on claim 12/27/1994 mm (initial & date)
Claim Verification Report completed 12/27/1994 mm (initial & date)
Was CVR spot-checked by Supervisor? ☐ Yes ☐ No ☐ (initial & date)
R claim file created 12/27/1994 mm (initial & date)
Recommendations entered on R claim file 12/27/1994 mm (initial & date)



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

July 28, 1994

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

LEONARD E BECKER
MERLA L BECKER
RT 1 BOX 825
MOUNTAIN HOME ID 83647

RE: Notice of Claim to a Water Right No. A61-10217

Dear Mr. and Mrs. Becker:

This letter is in response to the field exam which was conducted July 11, 1994, and my subsequent conversations with Mrs. Becker.

It appears that there are two water rights for your property. One right, identified by claim no. A61-10041, is for domestic use and for stockwater. The domestic use includes, by definition, up to 1/2 acre of irrigation. The second right is for irrigation only, and is identified by claim no. A61-10217.

The well which was drilled in 1992 can be considered a replacement well for the shallow well. The water rights, originally served by the shallow well, stay the same; the water is now diverted from a different well in the same 1/4 1/4. Consequently, you can irrigate the pasture from your 1992 well.

Idaho law requires the well owner to maintain and abandon a well to prevent waste and/or contamination of the ground water. Please contact this office for permit information and assistance with repairing or abandoning the old well.

During the field exam I paced off the perimeter of the pasture, and found the area to be 19,000 square feet, or approximately 1/2 acre. This 1/2 acre is separate from the 1/2 acre which can be irrigated with the domestic water right.

In conclusion, it appears that you have two water rights for your property. Each water right is represented by the claims that you filed in the Snake River Basin Adjudication. Claim no. A61-10041 is for domestic use and stockwater. The domestic use includes up to 1/2 acre of irrigation. Claim no. A61-10217 is a separate, distinct water right, and it appears that you irrigate 1/2 acre with this water right.

Please contact this office for assistance with the repair or abandonment of the old well, and with any questions that you may have regarding your water rights.

Sincerely,

Maria Minicucci
Water Agent, Adjudication Bureau

MM/m



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 23, 1994

LEONARD E BECKER
MERLA L BECKER
RT 1 BOX 825
MOUNTAIN HOME ID 83647

RE: Claims filed in the Snake River Basin Adjudication

Dear Claimants:

We are now conducting water right claim verification examinations in your area. These exams are a result of the claims that you filed in the Snake River Basin Adjudication. An examination is needed to verify your water use in order to issue a water right license and/or decree. Information on your claims which may need to be verified include source of water, type of usage, amount of water used and legal descriptions of the point of diversion and/or place of use.

In order to expedite these field examinations which must be completed this summer, please contact me at (208) 334-2190 to make an appointment at your earliest convenience. Although it is not mandatory that you are present during the exam, your assistance will help insure that an accurate description of your system will be made.

If you have any questions in regard to the claim verification exam process, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Maria Minicucci', written over the typed name.

MARIA MINICUCCI
Water Resource Agent
Adjudication Bureau

MM/m

Ref No. A61-10217
Leonard E. Becker

RECEIVED

MAR 16 1993

Department of Water Resources
Western Regional Office

TO WHOM IT MAY CONCERN:

I KNEW MR. JAMES TENNANT AND AM PERSONALLY KNOWLEDGEABLE OF HIS DIGGING THE IRRIGATION WELL IN THE SWSWSW SEC 7, T.4S.R7E., THAT IS IN QUESTION. TO THE BEST OF MY RECOLLECTION HE DUG THE WELL IN 1956, and started using at that time

FM

Francis L. Markham

STATE OF IDAHO |
COUNTY OF ELMORE | ss

ON THIS 9 DAY OF March, 1993, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Francis L. Markham KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

Tamara B. Brundage
NOTARY PUBLIC

RESIDING AT MOUNTAIN HOME, ID
MY COMMISSION EXPIRES 10/97

273183

ELMORE COUNTY, IDAHO, ss

Request of

Marla Becker

Time 09:00 A.M.

Date MAR 15 1993

Book _____ of _____

Page _____

DOLores ROBISON

By *Heidi M. Eysa*

Deputy

Fee \$3.00



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

January 28, 1993

Re: Claim No(s). Ab1-10217

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

LEONARD E BECKER
MERLA L BECKER
RT 1 BOX 825
MT HOME ID 83647

Dear Claimant(s):

In the past, you submitted the above referenced claim(s) in the Snake River Basin Adjudication. Enclosed is a computer generated print-out of the claim(s) for your reference only; this print-out is **NOT** to be returned or re-filed. You have indicated when this claim was filed that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by the historical use of water for a beneficial purpose, dating back to the time the water was first used, this date being the "**Priority Date**" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is under a legal requirement to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water. Any other claims you may have filed, that are not listed above, do not require evidence of priority.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary along with examples of types of evidence that can be submitted to fulfill this requirement. If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the Court for decree. This could jeopardize your water use under this right(s), if water availability problems arise in the future. It is our goal to decree the historical water rights within the Snake River Basin as accurately as possible. Field exams to verify claims in this area should be conducted this summer by Department personnel. Prior to conducting the field exams, we will contact you to discuss details and schedule a time convenient for you.

Please submit the required evidence supporting the priority date(s) by March 15, 1993, referencing all documents with the corresponding claim number(s). If you have any questions not covered by this letter, or the enclosed pamphlet, please call the toll-free number listed on the back page of the pamphlet or the Western Region office shown above.

Adjudication Section
Department of Water Resources
Western Region Office