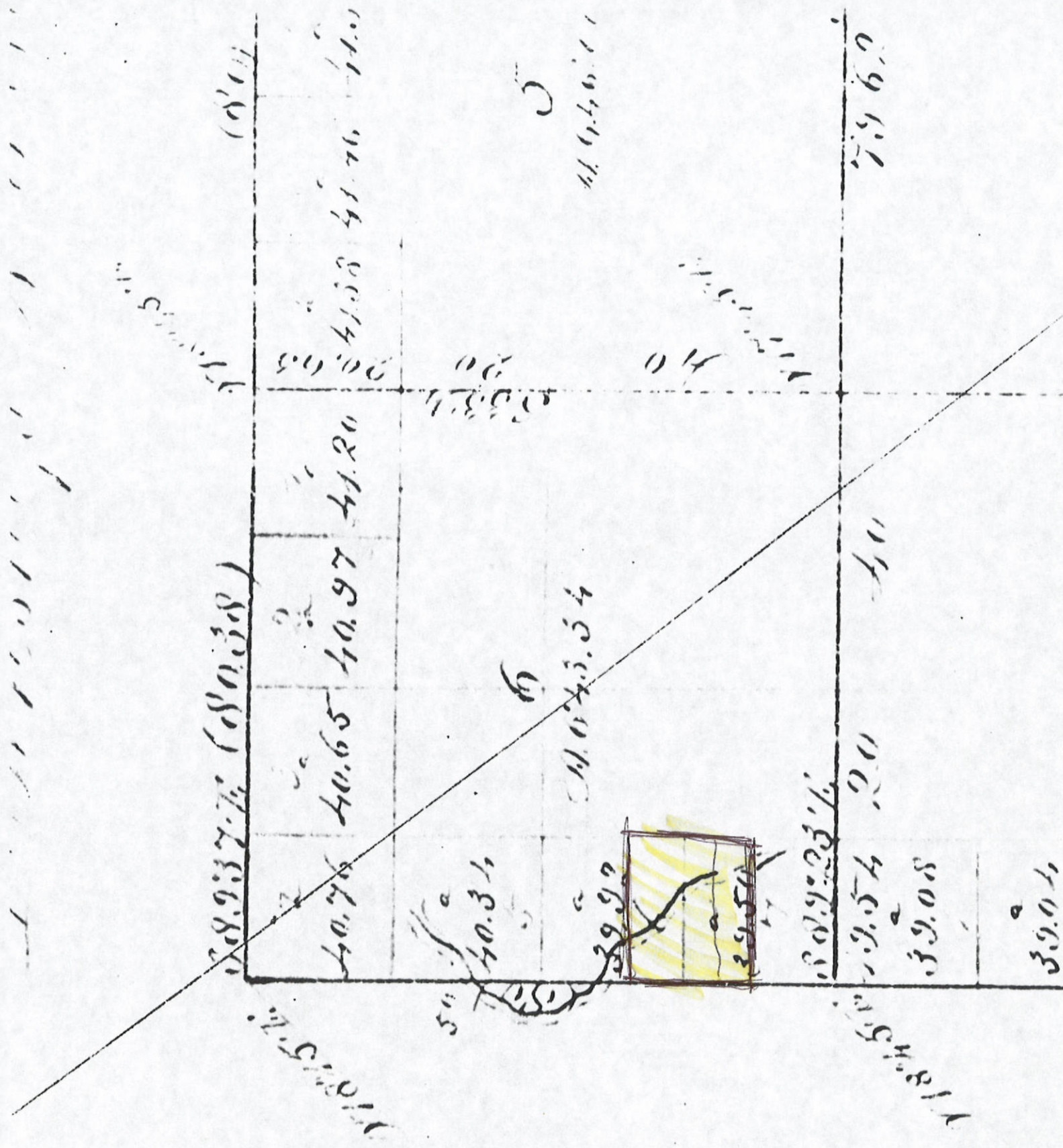




38.937.72 (80.38)

40.76 40.65 40.97 41.20

40.31

41.043.34

38.937.72

39.54 2.0

39.08

39.01

5

5

41.043.34

41.043.34

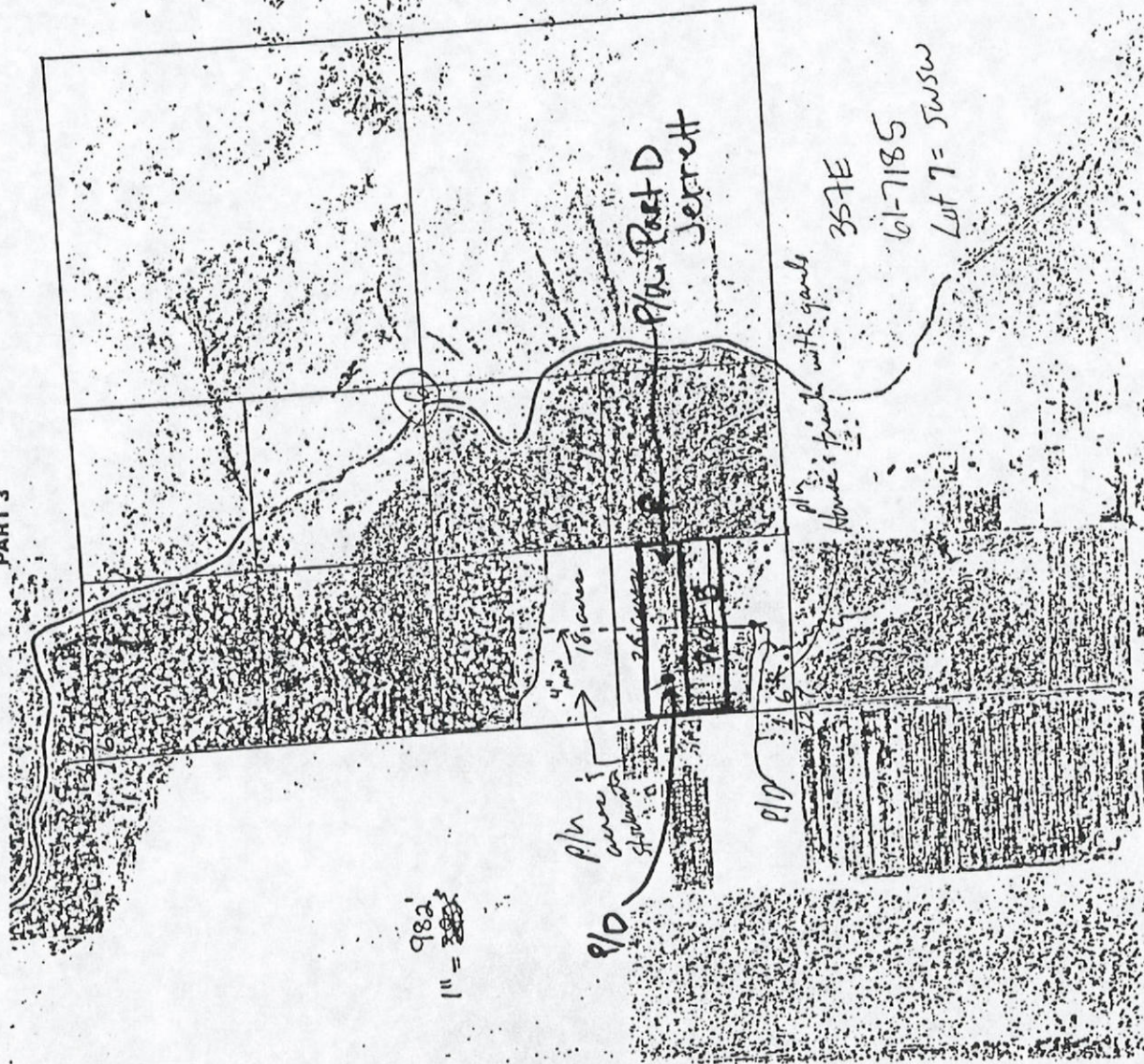
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3



SCALE: 2 inches equal 1 mile. Draw plan in ink.

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: A61-07185C
Date Received: 11/ 3/1989
Receipt No: X777777
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: CARYL F YEKEL 208-587-3968
Address: RT1 BOX 679A
MOUNTAIN HOME ID 83647
AND/OR
Name: JOHNNY YEKEL
Address: RT1 BOX 679A
MOUNTAIN HOME ID 83647

2. Date of Priority: MAY 22, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	07E	6	SW	SW	SW	7	ELMORE

5. Description of diverting works:
8" CASED WELL, 185' DEEP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.190		100.60
STOCKWATER	01/01	12/31	0.030		0.40
DOMESTIC	01/01	12/31	0.060		2.40

7. Total Quantity Appropriated is:
0.190 C.F.S. (and/or) 103.40 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC 2/HOMES, STOCKWATER FOR MISC. STOCK.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	07E	6	NW	SW	6	IRR	18.0
			SW	SW	7	IRR	8.0
			SW	SW	7	DOMEST	
						Section Acres	26.0
						Total Acres	26.0

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:
OTHER DOMESTIC WELL

14. Remarks:

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. 61-07185A, FEE PAID UNDER RECEIPT NO. W006621. SB 08/10/1998.

SEE ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER NO. 4795 IN FILE.

CLAIM AMENDED PER TRANSFER NO. 4795 APPROVED 12/06/1996.

15. Basis of Claim: LICENSE

12/21/2000

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 61-11928

NAME AND ADDRESS: KATHI J MC MONIGLE RUSTIN
RT 1 BOX 679 B
MOUNTAIN HOME, ID 83647

SOURCE: GROUND WATER

QUANTITY: 0.13 CFS
69.6 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR
DOMESTIC AND STOCKWATER USES SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 05/22/1974

POINT OF DIVERSION: T03S R07E S6 LOT 7 SWSW Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03-15 11-15	0.13 CFS 69.60 AFY

PLACE OF USE:

IRRIGATION Within ELMORE County
T03S R07E S6 LOT 6 NWSW 18

18 ACRES TOTAL

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

THE QUANTITY OF WATER DECREED FOR THIS WATER
RIGHT FOR DOMESTIC USE AND STOCKWATER USE IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED**JUL 06 2000**WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
61-07185					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Caryl + Johnny Yekel
4. New Owner/Claimant(s) Kathi J. McManigle (Rustin)
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Rt 1 Box 679 B
- City, State and ZIP Code MTN Home ID
- New Telephone Number 208 580-0141 or Cell # 208 599-2063
5. Date you acquired the property Nov 1994

61-07185 C
61-11928
61-11929

61-07185 C



61-11928

Yekel



Rustin

61-11929

Ryman

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>61-07185A</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>5 inches</u>	<u>- see Warranty Deed</u>
Stock	<u>15 Horses or cows</u>	
Domestic	<u>1 Home</u>	
Other		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Kathy J McMonigle Rusten

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

N/A

WARRANTY DEED

FOR VALUE RECEIVED

Johnny Yekel and Caryl F. Yekel, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Gregory D. Rustin and Kathi Jo Rustin, husband and wife

GRANTEE(S), whose current address is: RT 1 Box 6798, Mountain Home, Idaho 83647
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho
Section 6: The South 1/2 of U.S. Government Lot 6 and
Section 6: The North 165' of U.S. Government Lot 7
more particularly described as follows:

Commencing at the Northwest corner of U.S. Government Lot 7, Township 3
South, Range 7 East, Boise Meridian, thence
South 165 feet more or less; thence
East 1320 feet more or less to the Easterly boundary of said U.S. Government
Lot 7; thence
North 165 feet more or less to the Northeast corner of said U.S. Government
Lot 7; thence
West 1320 feet more or less to the Northwest corner of said U.S. Government
Lot 7 to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said
Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all
encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done
by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements,
(if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the
current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all
lawful claims whatsoever, except those of record.

Dated: December 1, 1994

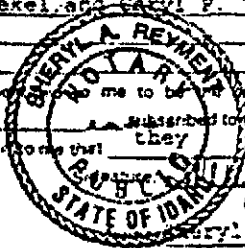
Johnny Yekel
Johnny Yekel

Caryl F. Yekel
Caryl F. Yekel

STATE OF Idaho, County of Elmore, ss.

On this 1st day of December
in the year of 1994, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Johnny Yekel and Caryl F. Yekel

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



Cheryl A. Reymond
My commission expires: 12/27/99

Residing at: Mountain Home

My commission expires: 12/27/99

284244

ELMORE COUNTY, IDAHO
Request of

GUARANTY TITLE, INC.

Time 4:48 PM
Date December 1, 1994
Book Page

DOLORES ROBISON

Recorder

By Marla L. Liden
Deputy

Fee \$300

ROADWAY EASEMENT

THIS INDENTURE, made this 20th day of December 1994,
between Johnny Yekel and Caryl Yekel husband and wife;
Greg Rustin and Kathy Jo Rustin husband and wife, dealing
in and with their sole and separate property, hereinafter
designated as the parties of the first part, and Greg and Kathy
Jo Rustin, whose address is RT. 1 Box 679 B, Mountain Home,
Idaho 83647, hereinafter designated as the parties of the second
part;

WITNESSETH: That the said parties of the first part
for a valuable consideration to them in hand paid, the receipt
and sufficiency of which is hereby acknowledged, do hereby
give, grant and convey to the parties of the second part,
their heirs and assigns, a right-of-way or easement for the use
construction and maintenance of a roadway over and across
the real property located in the county of Elmore, State of
Idaho, described as follows:

A strip of land 30 ft wide beginning at the
S. W. corner of the S. of Lot 6 and continuing
South along the West side of Lot 7 165 ft to the
point of beginning. A strip of land 30 ft wide
running along the West side of Lot 7 for 1155 ft
to the S. W. corner of Lot 7 all in Section 6
T. 3. S. R. 4. E. Boise Meridian.

TO HAVE AND TO HOLD the same unto the said parties of
the second part, their heirs and assigns FOREVER, for use
by the general public.

99-832
#284948

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year herein first above written.

Johnny Yekel
Johnny Yekel

Caryl Yekel
Caryl Yekel

Greg Rustin
Greg Rustin

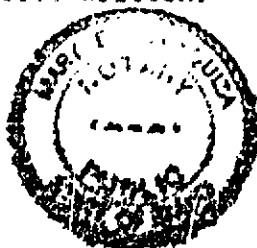
Kathy Jo Rustin
Kathi

STATE OF IDAHO,
COUNTY OF ELMORE

} ss.

On this 28th day of December, 1994, before me, the undersigned, a Notary public in and for said state, personally appeared Johnny Yekel and Caryl Yekel, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Mary L. Gussner
Notary public for Idaho,
Residing at Mountain Home, Id.
Expires 03/06/97

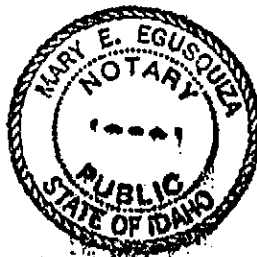
STATE OF IDAHO
COUNTY OF ELMORE

ss.

On this 29th day of December, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared Greg Rustin and Kathy Jo Rustin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Mary E. Egusquiza
Notary Public for Idaho,
Residing at Mountain Home, Id.
exp. 03/06/97



284948

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 2:46 P M
Date January 19, 1995
Book Page

DOLORES ROBISON

Recorder

By Marta L. Becker
Deputy

Fee \$9.00

286713

ROAD MAINTENANCE AGREEMENT

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 11:32 A.M.

Date May 8, 1995

Book 1 Page 1

DOLORES ROBISON

Recorder

By Maria E. Becker

Deputy

Fee \$6.00

We, the undersigned, agree to share equally in the maintenance of the right-of-way or easement fronting on our properties located in the County of Elmore, State of Idaho, described as follows:

Commencing at the SW corner of the S 1/2 of Lot 6 and continuing South along the West side of Lot 7 165 ft. to the point of beginning. A strip of land 30 ft. wide running along the West side of Lot 7 for 1137 ft. to the SW corner of Lot 7 all in Section 6, T3S, R7E, B.M.

Stanley Daniels
Stanley Daniels

2-19-95
Date

Mary Daniels
Mary Daniels

2-19-95
Date

Rich Jerrett
Rich Jerrett

15 FEB 95
Date

Lynnette Jerrett
Lynnette Jerrett

Date

Greg Rustin
Greg Rustin

2/17/95
Date

Kathi Rustin
Kathi Rustin

2/15/95
Date

LEGAL DESCRIPTION

Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho

Section 6: The South 1/2 of U.S. Government Lot 6 and
The North 165 feet of U.S. Government Lot 7
more particularly described as follows:

Commencing at the Northwest corner of U.S. Government Lot 7, Township 3 South, Range 7 East, Boise Meridian, thence
South 165 feet more or less; thence
East 1320 feet more or less to the Easterly boundary of said U.S. Government Lot 7; thence
North 165 feet more or less to the Northeast corner of said U.S. Government Lot 7; thence
West 1320 feet more or less to the Northwest corner of said U.S. Government Lot 7 to the Point of Beginning.

Save and except the following:

Township 3 South, Range 7 East, Boise Meridian, Elmore County, Idaho

Section 6: The West 990 feet of the South 1/2 of U.S. Government Lot 6
more particularly described as follows:

Commencing at the NW corner of the S1/2 of U.S. Government Lot 6, Section 6, Township 3 South, Range 7 East, Boise Meridian, thence
East 990 feet, more or less; thence
South 660 feet, more or less to the South boundary of U.S. Government Lot 6; thence
West 990 feet, more or less to the SW corner of said U.S. Government Lot 6; thence
North 660 feet, more or less to the NW corner of the South 1/2 of said U.S. Government Lot 6 to the Point of Beginning.

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, any 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 applying the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

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

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

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

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

Gregory D. Rustin
Gregory D. Rustin

Kathi Jo Rustin
Kathi Jo Rustin

284245

STATE OF IDAHO, COUNTY OF Elmore
On this 1st day of December, 19 94,
before me, a Notary Public, duly sworn, personally appeared
Gregory D. Rustin and Kathi Jo
Rustin, husband and wife
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.
Shirley A. Rustin
Notary Public,
Idaho.
Residing at Mountain Home
EXPIRES: 12/27/99

STATE OF IDAHO, COUNTY OF Elmore
I Herby Certify That this instrument was filed for record at the request of
GUARANTY TITLE, INC.
at 49 minutes past 4 o'clock P. M., this 1 day of
December, 1994, in my office, and duly recorded in Book
of Mortgages at page
DOLORES ROBISON
Ex-Officio Recorder.
By Marla L. Secher
Deputy.
Fees: \$ 9.00
Mail to:

RE-RECORDED

DEED OF TRUST
WITH POWER OF SALE

GRANTOR
GUARANTY TITLE, INC.
TRUSTEE

BENEFICIARY

284538

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.
Time 1:30 P.M.
Date December 19, 1994
Book Page
DOLORES ROBISON
Recorder
By Marla L. Secher
Deputy
Fee \$9.00

318482

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time 4:04 P.M.
Date October 15, 1999
GAIL L. BEST, Recorder

By [Signature]
Deputy
Fee \$9.00

THIS DEED OF TRUST, Made this 1st day of December, 1994,
BETWEEN

Gregory D. Rustin and Kathi Jo Rustin, husband and wife

, herein called GRANTOR,

whose address is P.O. Box 6798, Mountain Home, Idaho 83647

GUARANTY TITLE, INC., an Idaho corporation, herein called TRUSTEE, and

Johnny Yekel and Caryl F. Yekel, husband and wife, 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

Elmore

State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

(See Attached)

Attached hereto and made a part hereof

Re-Recorded to correct legal description

Re-Re-Recorded to clarify legal

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

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of THIRTEEN THOUSAND DOLLARS AND NO CENTS

Dollars, (\$ 13,000.00).

final payment due December 1, 2004

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 together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

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

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

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

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

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

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.

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

B. It is mutually agreed that:

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

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

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

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

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

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

This is an ADDENDUM to the Real Estate Purchase and Sale Agreement and Receipt for

Earnest Money Dated: Nov. 25, 1994 ID # 281387

ADDRESS: N 18th E St., Mtn. Home, ID

BUYER (S) Greg & Kathy Rustin

SELLER (S) Johnny & Caryl Yekel

The undersigned Parties hereby agree as follows:

1. Seller to transfer 5 inches of water right from well on Seller's property to Buyers. A well agreement is to be drawn up stating Buyer will pay all power and upkeep on said well, pump & panel. Seller to retain 10 inches of water right and the right to use well for domestic purposes if the need arises.
2. Seller to give Buyer first right of refusal on remaining approx. 25 Ac. at a purchase price of \$30,000 (Thirty Thousand Dollars), with additional 5 inches water right.
3. Seller agrees to construct and gravel a road 30 ft. wide along west side of property beginning at SW corner of Lot 7 and continuing 1138 ft. to SW corner of subject property. Seller to dedicate a 30 ft. easement along this line.
4. Seller agrees to complete road construction to the satisfaction of Elmore County Planning & Zoning by May 1, 1995. Three Thousand dollars (\$3,000.00) to be held in escrow at Guaranty Title Co. until road is completed and okayed by Elmore County Planning & Zoning.
5. Seller to give clear title to 15 acres for home. Legal description - 990 ft. along North side of S $\frac{1}{2}$ of Lot 6 in NW corner

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

x Gregory D. Rustin BUYER
x Kathy J. Rustin BUYER

Caryl Yekel SELLER
11-26-94

DATED: _____

DATED: _____

TIME: _____ ☐ A.M. ☐ P.M.

TIME: 10:00 ☒ A.M. ☐ P.M.

1. **IMPORTANT - AGENCY DISCLOSURE.** As the time of signing this agreement the agent working with the buyer represented Seller 9/7/94 and the agent working with the seller represented Seller. Each party signing this document certifies that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure and has previously received.

ID# 281387 Gregory D. & Kathi Jo Rustin, husband & wife
hereinafter called "Buyer" agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Johnny & Caryl Yekel Property
City of Mtn. Home County of Elmore Idaho, legally described as: S 4 Lot 6 & 165 ft. along North side of Lot 7 containing approx. 5 Ac. in Sec. 6, T3S, R7E, B.M.
(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

2. **EARNEST MONEY.**
(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged One Thousand and 00/100 dollars (\$ 1,000.00) evidenced by: ☐ Cash ☒ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or ☐ Gisela Light (Broker)
(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ Other _____

shall hold the completely executed broker's copy of this agreement and is responsible for the closing.
(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.
(d) The parties agree that Guaranty Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Guaranty Title Co.. If a long-term escrow / collection is involved, then the escrow holder shall be Guaranty Title Co.

3. **TOTAL PURCHASE PRICE IS** Thirty Three Thousand and 00/100 DOLLARS (\$ 33,000.00)
Payable as follows:
(a) \$ 20,000.00 Cash down, including above Earnest Money (Closing costs are additional).
(b) \$ 13,000.00 Balance of the purchase price (M.I.P. not included).

4. **FINANCING.** This agreement is contingent upon the Buyer securing the following financing: ☐ FHA ☐ VA ☐ Conv. ☐ IHA ☐ FmHA ☐ Assumption of existing loan(s) ☐ Other.
(a) ☐ **NEW FINANCING.** Purchase loan balance as noted above for a period of _____ years at _____ % per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than _____ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed _____ points. Any reduction in points shall first accrue to the benefit of the: ☐ Buyer ☐ Seller ☐ Divided Equally.
(b) ☐ **ASSUMPTION.** Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ _____ including ☐ P ☐ I ☐ T ☐ I.

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan _____
Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this agreement.
If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

5. **OTHER FINANCING, TERMS AND/OR CONDITIONS:** Seller agrees to carry balance of \$13,000.00 at 9 % interest amortized for 10 years with payments of \$164.69 per month.
This offer contingent upon perk test & septic tank approval to be paid for by Buyer.
SEE ATTACHED ADDENDUM

6. **SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS.** This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in Paragraph #5 will be a waiver or removal of all contingencies in Paragraph #5.

(a) ☐ Closing of _____ on or before _____
listed with _____
Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) ☐ Other (specify) _____
IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in Paragraph #5, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer _____ calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

7. **ITEMS SPECIFICALLY INCLUDED IN THIS SALE** (If FHA / VA financing is sought see item # 17 on reverse side): N/A

8. **ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** N/A

9. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.
☐ Yes ☒ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by _____ See item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	Code Inspect. If Required	Lender or Code Repairs	Contract and/or Document Fee	Tax Service	Closing Agent's Fee	Long Term Escrow Fees
BUYER										
IHA	X	X	X	X	X	X				
SELLER										
SHARE EQUALLY							X	X	X	X

Cost of lender or code repairs not to exceed \$ -0-

10. **CLOSING.** On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than Nov. 30, 1994

11. **POSSESSION.** Buyer shall be entitled to possession on ☒ closing ☐ other Nov. 26, 1994
"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Date of Closing. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

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

13. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

Listing Agency: Century 21 STR MLS# 4 Selling Agency: Century 21 STR MLS# _____
By: Dave Spencer MLS# _____ By: Dave Spencer MLS# _____
Buyer: _____ Buyer's Address: _____
Buyer's Phone: Residence _____ Business _____

☒ See attached Addendum(s). ☐ See attached Counter Offer(s)
On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.
I/We further acknowledge receipt of a true copy of his agreement signed by both parties.

Seller: _____ Seller's Address: _____ Phone: Res: _____ Work: _____
(PRINTED)

Seller: _____ Date: _____ City: _____ State: _____ Zip: _____
(SIGNATURE)

Seller: _____ Seller's Address: _____
(PRINTED)

Seller: CARYL YEKEL Caryl Yekel Date: _____ City: _____ State: _____ Zip: _____
(SIGNATURE)

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

Buyer: _____ Buyer: _____

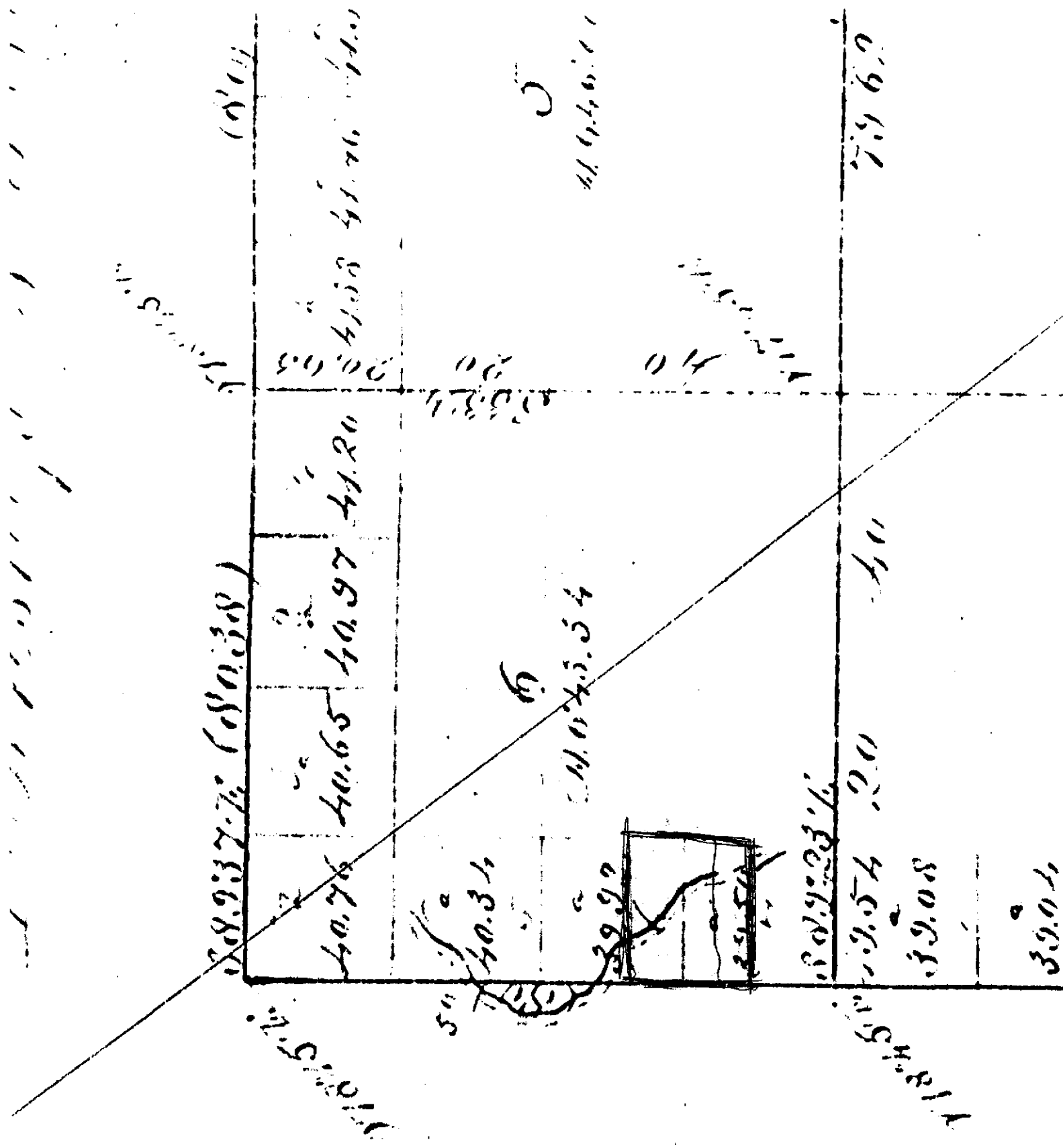
THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL.

Buyer's Initial: GR Seller's Initial: dy RE21 REV. 8/93

Seller has received agency disclosure

BUYER HAS RECEIVED DISCLOSURE FORM

SEAL OFFICE PRESENTLY OPENED AND OPERATED



88.9377 (80.38)

40.78 40.65 40.97 41.20

40.34

41.045.54

88.9377

40.54 2.0

39.08

39.04

(80.4)

41.58 41.76 41.94

41.58 41.76 41.94

7.96.0

41.44.0

10/17/2000

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

WATER RIGHT NO. 61-11928

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOHNNY YEKEL
Current Owner	CARYL F YEKEL
	RT1 BOX 679A
	MOUNTAIN HOME, ID 83647

Priority Date: 05/22/1974
Basis: License
Status:

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15	11/15	0.13 CFS	69.6 AFA	
Total Diversion			0.13 CFS	69.6 AFA	

Point(s) of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
03S	07E	6	SW SW	7	ELMORE

Place(s) of use:

Place of Use Legal Description: IRRIGATION ELMORE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
03S	07E	6	6	NWSW	18									

Total Acres: 18

Conditions of Approval:

1. N09 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE AND STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. N14 THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND STOCKWATER USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Comments:

<u>Author</u>	<u>Date</u>	<u>Subject</u>	<u>Comment</u>
SBOCK	9/15/98	COPIED FROM REMARKS	THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. 61-07185A, FEE PAID UNDER RECEIPT NO. W006621. SB 8/10/98 SEE ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER NO. 4795 IN FILE. CLAIM AMENDED PER TR
dbuffing	10/17/00	Ownership	This right is the result of a change in ownership for portion of right no. 61-07185C.

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

In Re SRBA

Case No. 39576

) SUBCASE NO. 61-07185C
)
)
)
)
)

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

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

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

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.

DATED: October 17, 2000



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on October 17, 2000, 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:
Caryl F Yekel
Johnny Yekel
Rt 1 Box 679A
Mountain Home ID 83647
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Cynthia S Ryman
PO Box 83
Mountain Home ID 83647-0083
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

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED**FEB 28 2000****WATER RESOURCES
WESTERN REGION**

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

1. Water Right No(s): 61-07185C, 61-1027B
 Adjudication Claim No(s): 61-07185C

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** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant Johnny & Caryl Yekel
2211 Box 679A
Mt Home, ID 83647

4. New Owner/Claimant(s) Cynthia S. Ryman
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address PO Box 83

City, State and ZIP Code Mt Home, ID 83647-0083

New Telephone Number 208 580-2478

5. Date you acquired the property 2-17-00

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.**

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) Cynthia S. Ryman
 or Claimant(s)

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.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at **Item 1**. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at **Item 3**.
4. The name, mailing address, and telephone number of the new owner(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6**.

Please provide as much detail as possible concerning your portion of the water right: include the number of homes you acquired, number of acres irrigated with your portion of the right, if it is more than 1/2 acre, type and number of stock if your portion of the right includes stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

* Should be
Rustin - has never
Filed, not in phone
book

61-07185C

.19 cfs 10340 AAA
26 Acres

61-07185E Yekel

NWSW 18 acres

(pol)

0.13 cfs 69.6 AAA

61-11928

(New system)

61-07185F Ryman

All of domestic
2-homes

.06 2.4

(pol)

Stock

.03 0.4

IRR

0.06 31.0 AAA

8 acres

SWSW

0.06 338

61-11929

The -

Send revised map showing Sacu
on map.

WARRANTY DEED

FOR VALUE RECEIVED
Caryl Yekel, a widow

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
Cynthia Ryman, a single woman

GRANTEE(S), whose current address is: P.O. Box 83 Mountain Home, Id 83647
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

The South 379 feet of U.S. Government Lot 7 in Section 6, Township 3 South,
Range 7 East, Boise Meridian, Elmore County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever, except those of record.

Dated: February 8, 2000

Caryl Yekel
Caryl Yekel

STATE OF Idaho, County of Elmore, ss.

On this 17th day of February
in the year of 2000, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Caryl Yekel

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

Signature: Sheryl A. Reymont

Name: SHERYL A. REYMENT
(type or print)

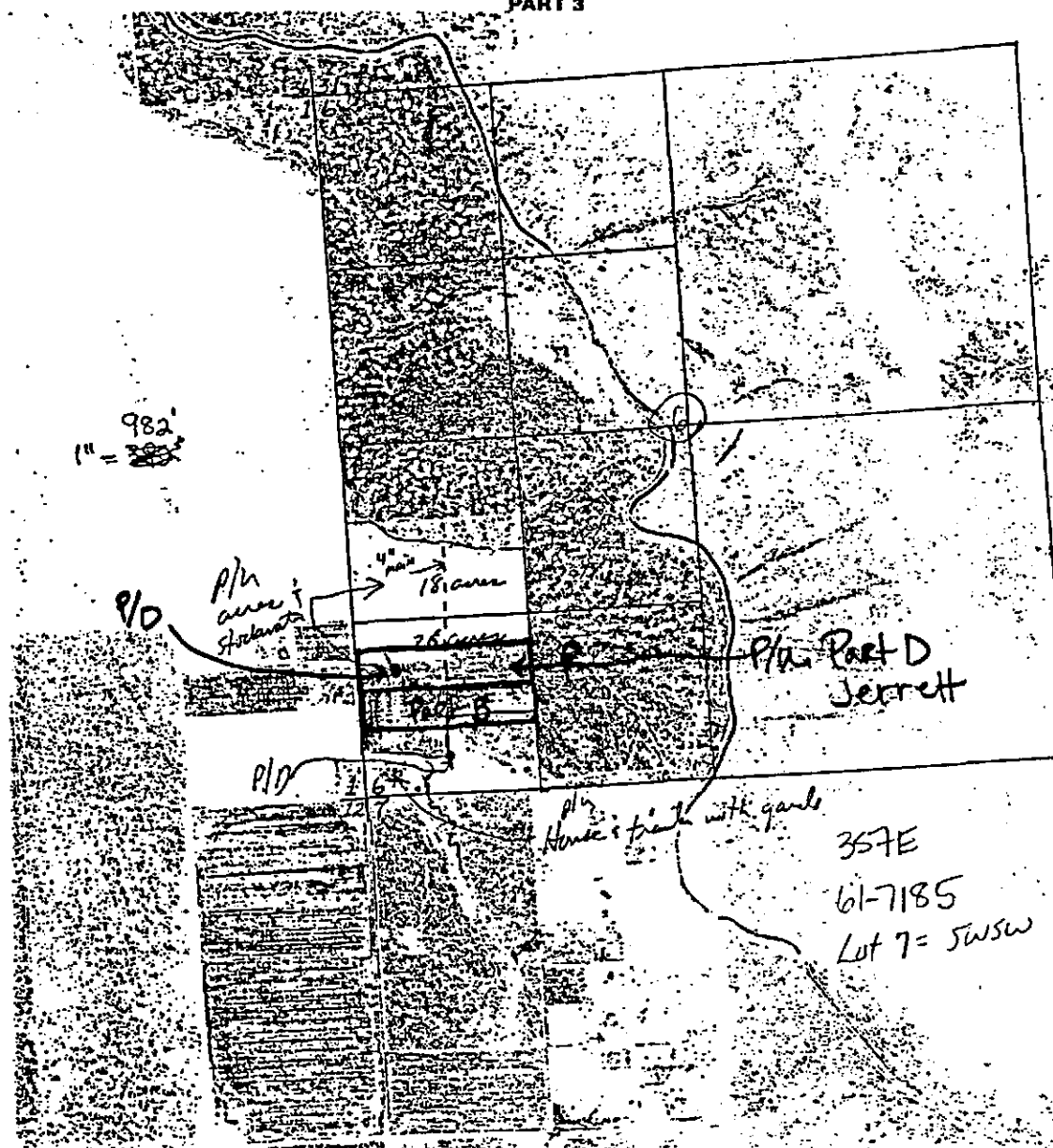
Residing at: Mountain Home

My commission expires: 12-27-05

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3



SCALE: 2 inches equal 1 mile. Draw plan in ink.

01/10/1995 21:52 2055173370

Postnet
Fax Transmittal Memo 7674

Company
Maria

Location
Fax # 334-2348

on Upel water split

DATE/TIME TITLE NO.

No. of Pages
1

From
Company
Spartan
Quantity Title

Location
Fax # 587-8370
Original
Disposition
Delivery
Priority
Certification

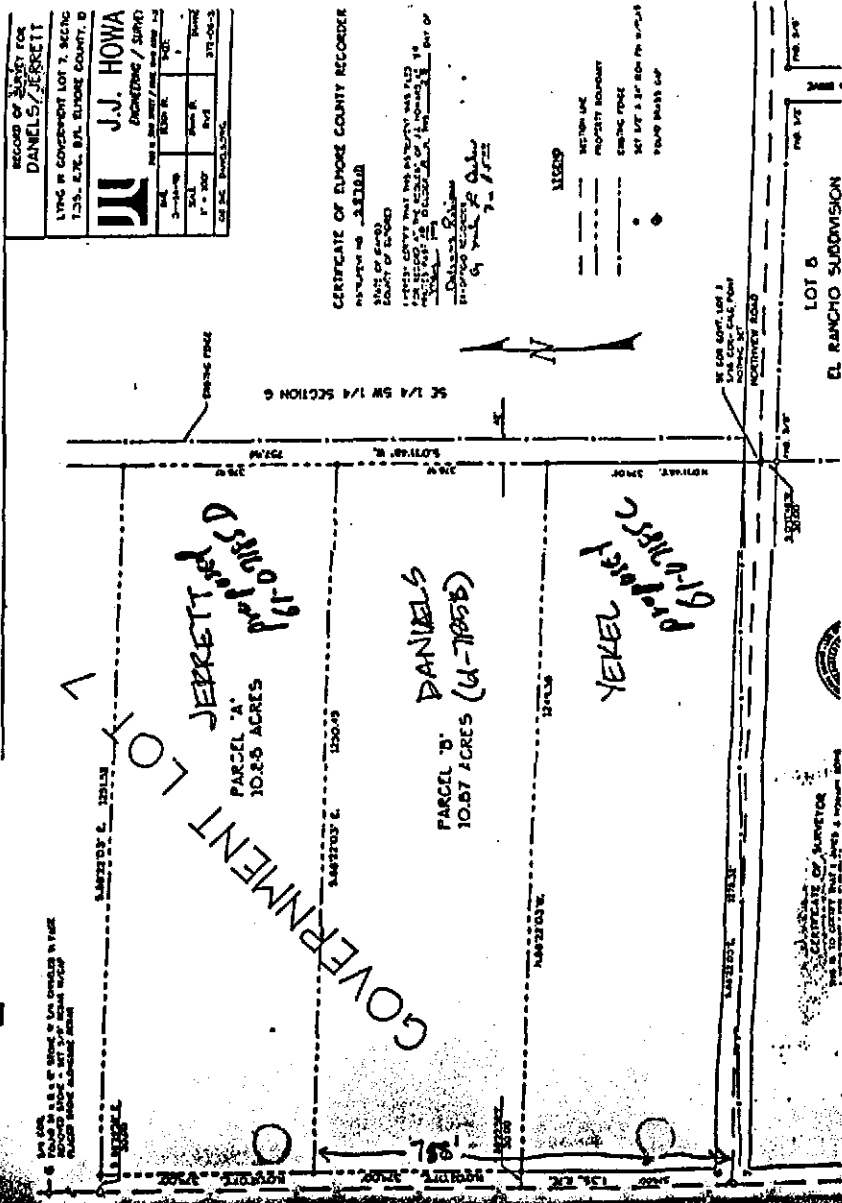
Date Change

Time

Page 1

LOT 4 40.76 A	LOT 3 40.65 A	LOT 2 40.97 A	LOT 1 41.20
LOT 5 40.34 A			
LOT 6 19.96 A Horton River (no rights) 4.44 water			
LOT 6 19.96 A Rustin closed to 23 61-7185: 5" 3/4" water right (No XFER filed)			
Yekel 3/4" 10"			
Daniel's Vegetation ← to 10a 1/2" 10" water right (Part D)			
← keeping 5" 8a water right (Part B)			
LOT 7 39.50 A Yekel's ← closed to 23 3/4" 10" water right 2 1/2" 10" only (Part C)			

RECEIVED
MAY 30 1995
WATER RESOURCES
WESTERN REGION



RECORD OF SURVEY FOR
DANIELS/JERRETT
LYING IN CONVEYMENT LOT 7, SECTION
7, T3N, R7E, S1/4, ELMORE COUNTY, ID
J.J. HOWA
REGISTERED / SURVEYOR
IDaho State Board of Surveyors
No. 1000

CERTIFICATE OF ELMORE COUNTY RECORDER
I, J.J. HOWA, Recorder of Elmore County, Idaho, do hereby certify that the foregoing is a true and correct copy of the original record of survey filed for record in my office on this 1st day of May, 1995.

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MEMORANDUM

TO: Transfer No. 4795
FROM: Maria Minicucci, W. Region SRBA Sr. Water Agent
DATE: October 28, 1996
RE: SRBA review of transfer application

The above-referenced transfer was filed on water right license no. 61-07185. An SRBA claim was filed on the license by the original owner. The license has been split once via transfer no. 4622, which split off 8 acres and .06 cfs (61-07185B).

On May 20, 1996, a field exam was conducted to confirm completion of transfer no. 4622. At that time a drive-by confirmed irrigation of the Jerrett property, apparently to the full extent of their appurtenant water right.

The beneficial use exam for license 61-07185 was conducted in 1987. Although the NAPP, taken in 1987, does not strongly show irrigation, the exams in 1996 indicate that the water right is being utilized by the various new owners. Although the title company seems to indicate that the amount of water transferred with the property was limited (see fax from Guaranty Title to Maria dated 02/10/1995), there is no language in the deed which limits the water right appurtenant to the property. The SRBA review at this time concludes that transfer no. 4795 can continue through IDWR's review process without additional SRBA concerns.



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

October 17, 2000

CARYL F YEKEL
JOHNNY YEKEL
RT 1 BOX 679A
MOUNTAIN HOME ID 83647

Re: Original Notice of Claim to a Water Right No. 61-07185C

Renumbered to Notice of Claim to a Water Right No. 61-11928

Dear Claimants:

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by adding alpha suffixes to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new water right for your records. Please refer to your new claim number when corresponding with our office. I have also enclosed a copy of the original claim for your reference.

Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning this ownership change, or the enclosed information, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist I
Adjudication Section
Western Region Office

DB:db
Enclosure