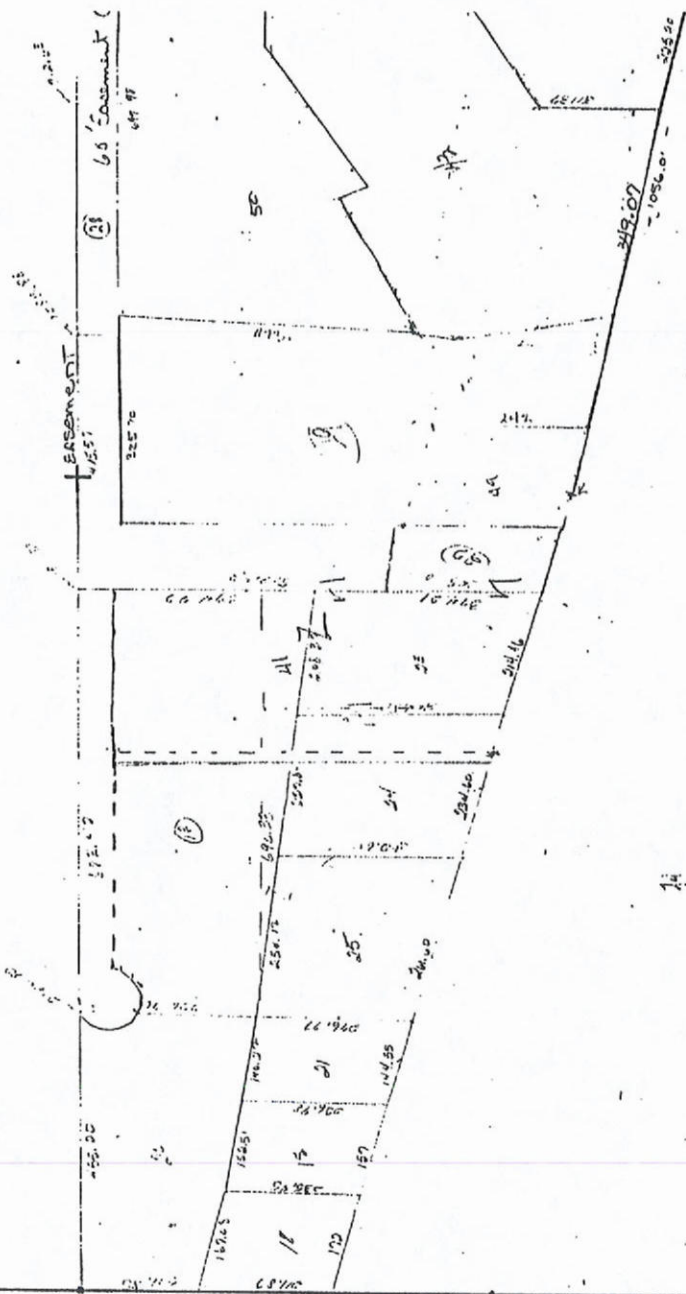
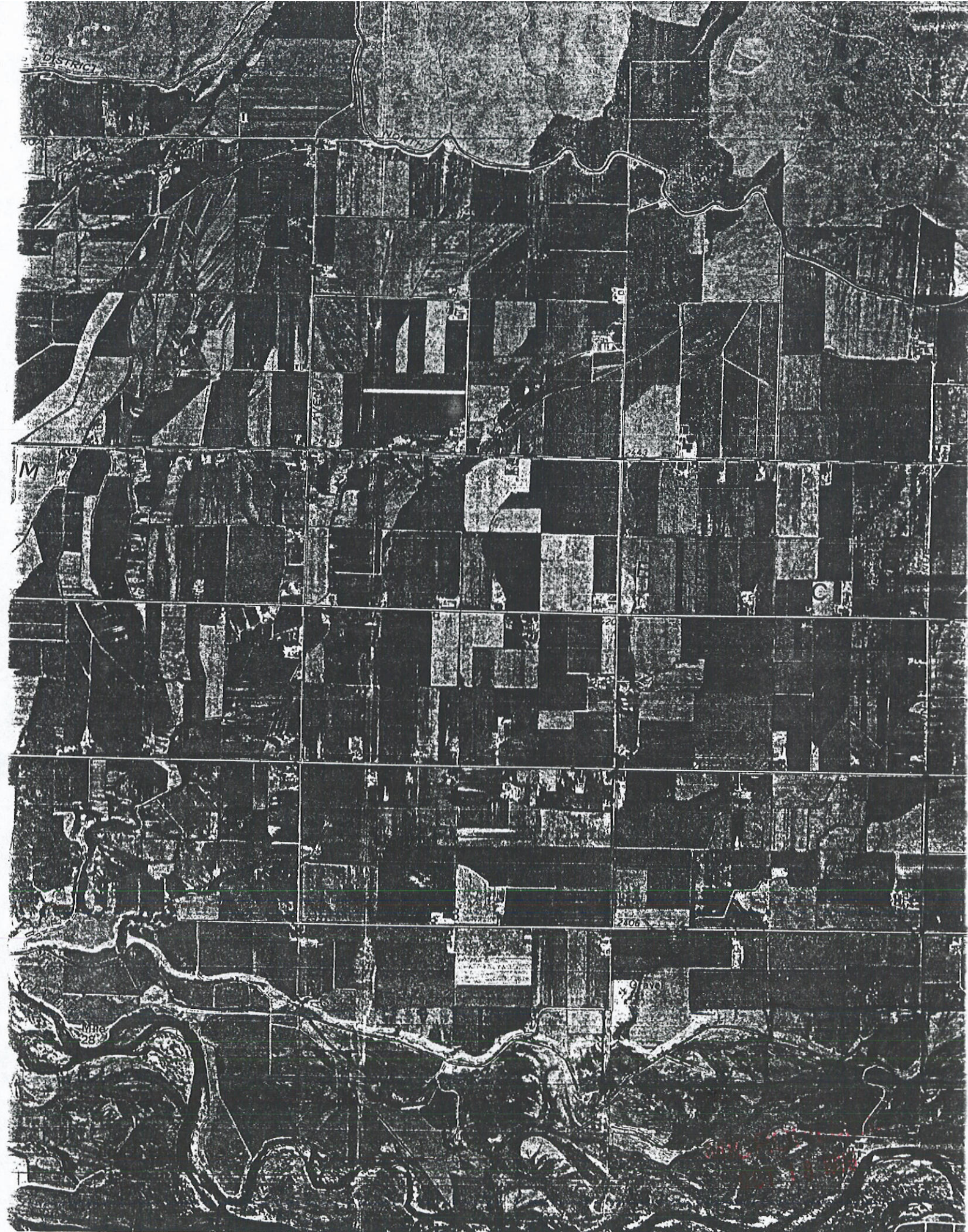




THE WHITE-HO SECT OF 1901

דוד קורן • דפוס ויצמן



30 000 FEET

AG5-18309
AG5-00855

SCALE 1:24 000

T6N, R2W, Sec. 2, SE, SE

T06N R02W
S02

Idaho Department of Water Resources

Claims: 65-00955C

Prepared by:

RON HOWERTON

Date: 31 AUG 00

 Place of use

 POD

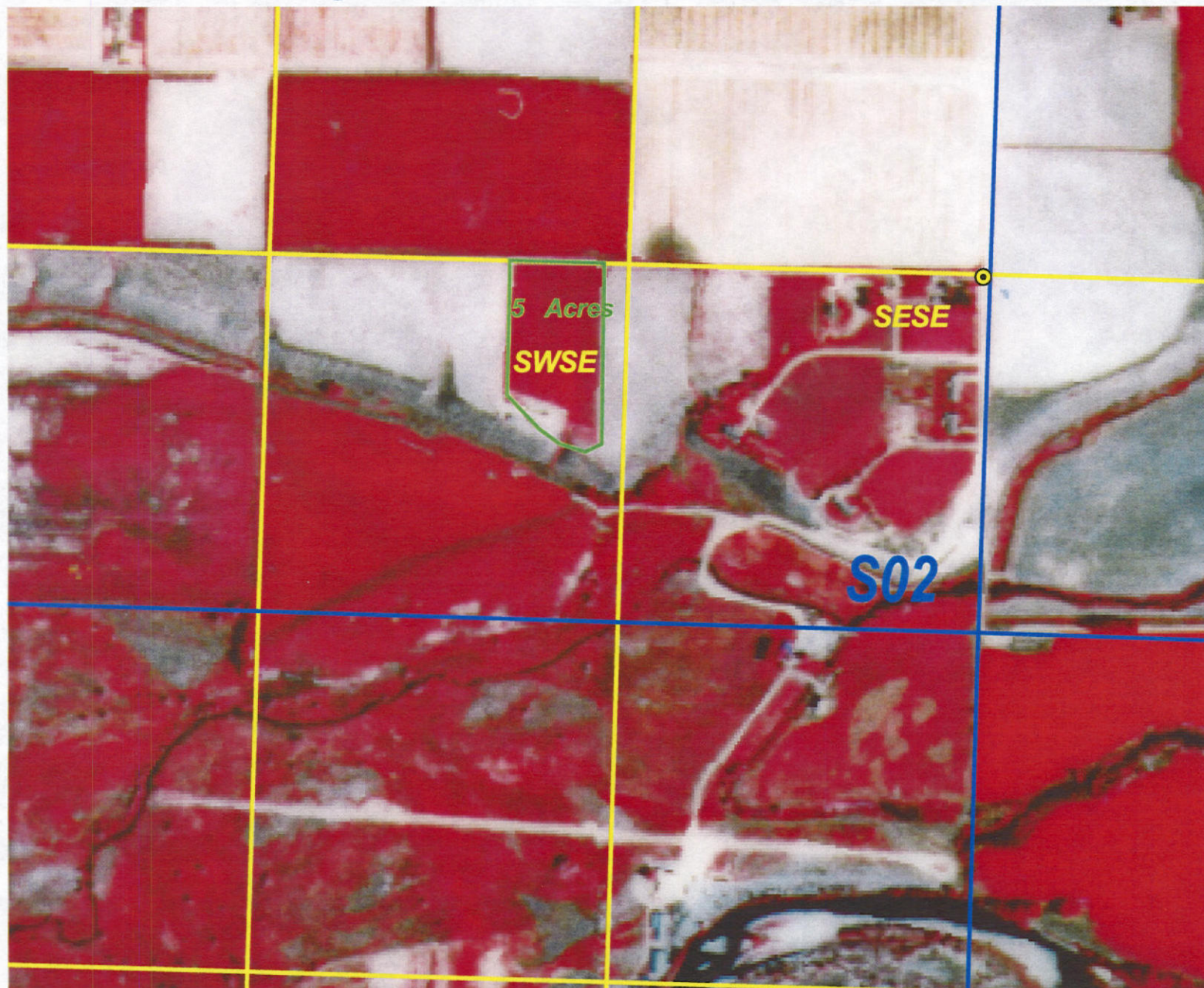
 SECTION

 1/4 1/4

5 Acres



1987 NAPP



0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 Miles



**T06N R02W
S02**

Idaho Department of Water Resources

Claims: 65-00955C

Prepared by:

RON HOWERTON

Date: 31 AUG 00

 **Place of use**

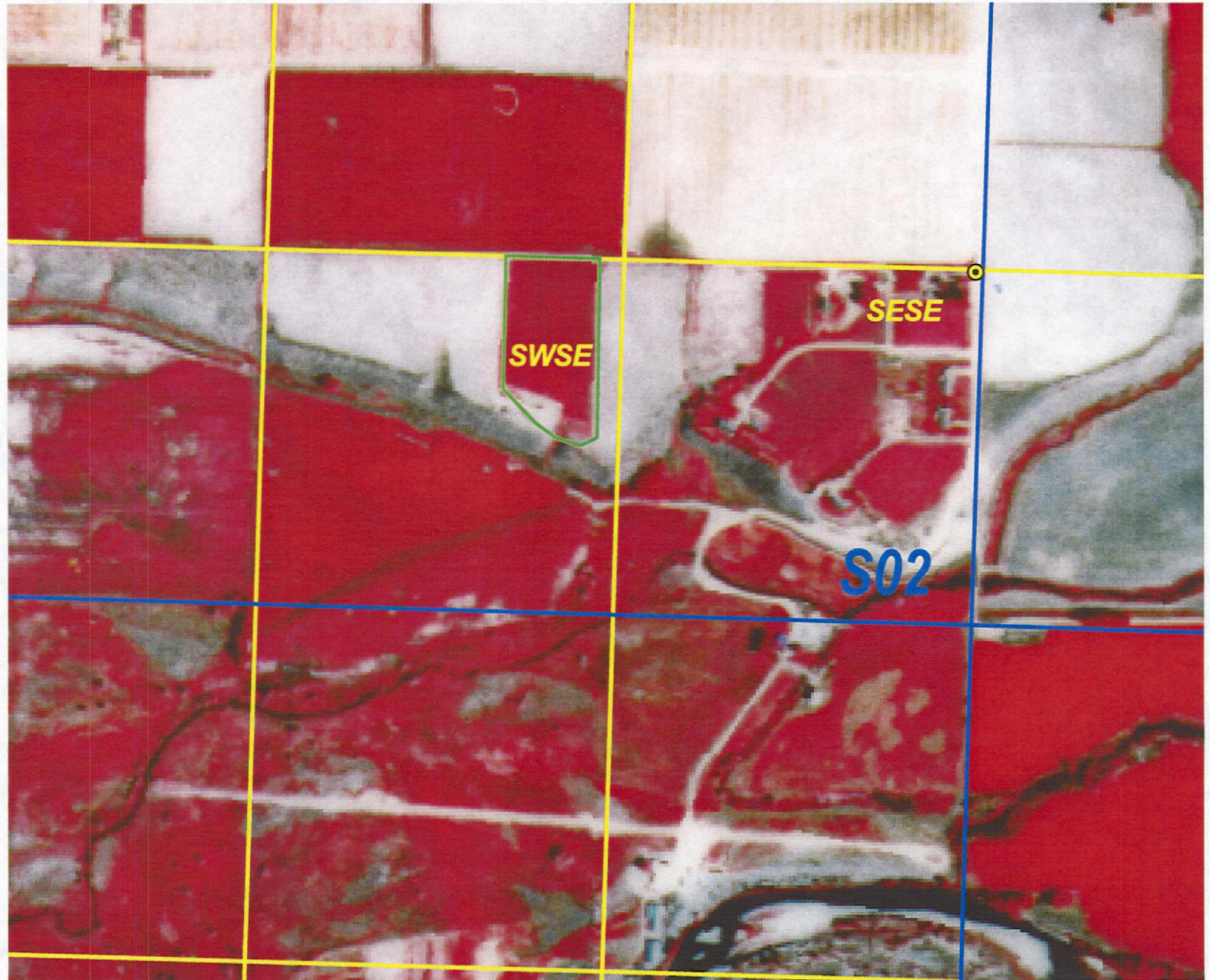
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 **SECTION**

 **1/4 1/4**

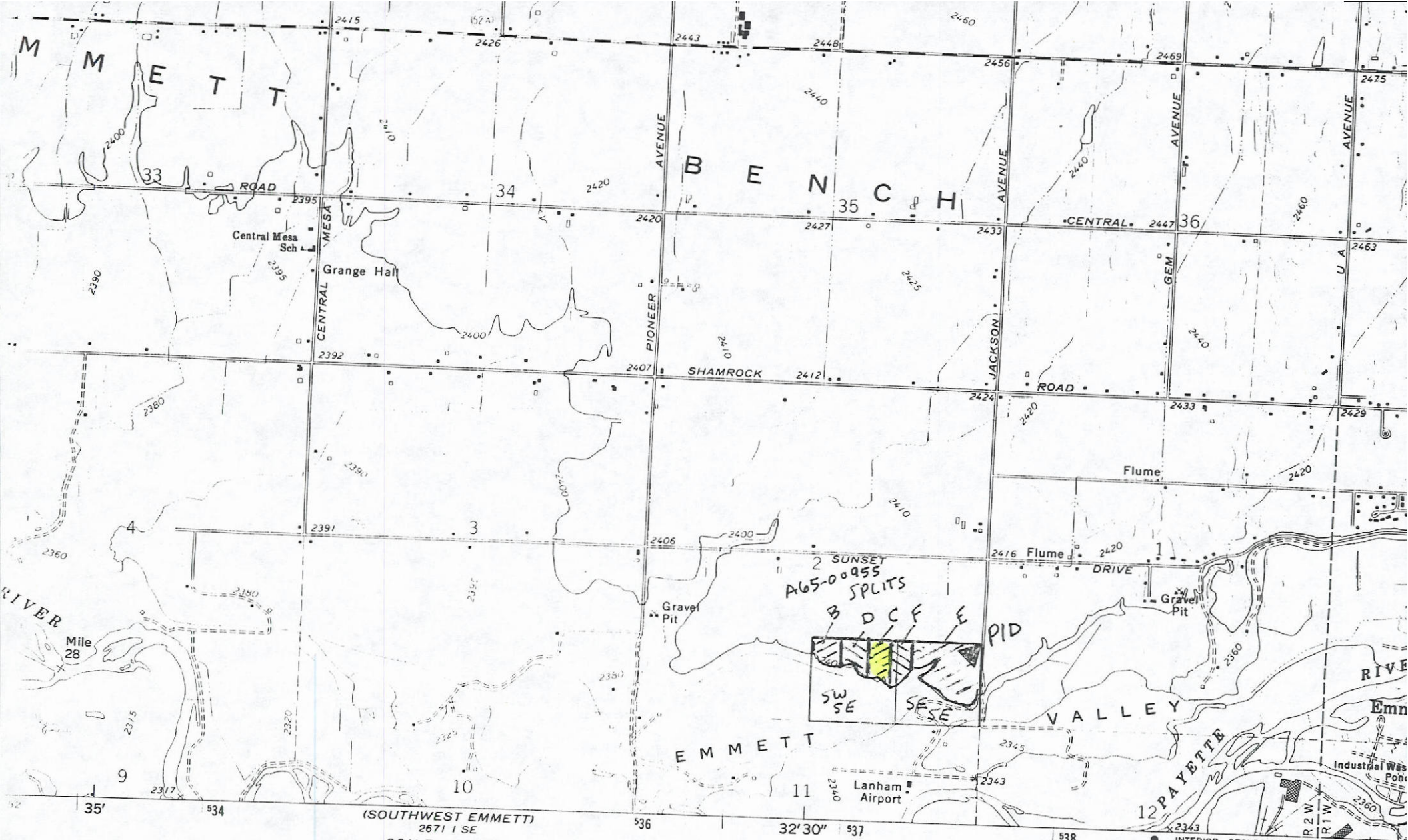


1987 NAPP



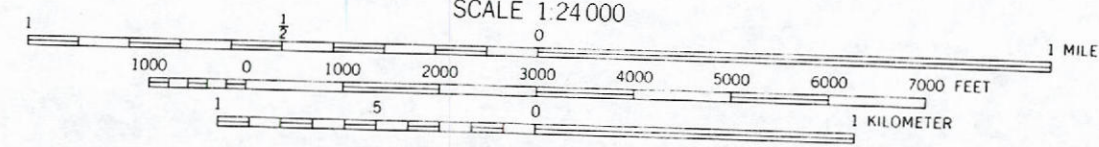
0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 Miles





(SOUTHWEST EMMETT)
2671 1 SE

SCALE 1:24,000



CONTOUR INTERVAL 20 FEET
DOTTED LINES REPRESENT 5-FOOT CONTOURS
DATUM IS MEAN SEA LEVEL

CLAIMS?
AGS-00955 B

ALL
SAME
PID

COUL

WB
1971 TPO
T6N R2W
S02
SW SE
SE SE (PID)
IDAHO

ROAD CLASSIFICATION

Primary highway, hard surface	Light-duty road, improved surface
Secondary highway, hard surface	Unimproved road
○ Interstate Route	○ U.S. Route

18 1/2°
9 MILS
MAGNETIC NORTH
OF SHEET

SD-0607-2 Prefix: A Basin: 65 Starting Water Right: 00955 STATE

Water Right No.	Name Last, First	O W N	Priority Date	Stg/ Sts	Source	Use Code	Desc
A65-00955	SPLIT CLAIM,	C	04/01/1904	/Z	WASTE WATER SPLIT CLAIM	01	IRR
A65-00955A	SPLIT CLAIM,	C	04/01/1904	/Z	WASTE WATER SPLIT CLAIM	01	IRR
A65-00955B	DURHAM, RAY L DURHAM, LUCILLE	C C	04/01/1904	D/	WASTE WATER	01	IRR
A65-00955C	HOALST, MARSHAL L BARBER, REATA J	C C	04/01/1904	D/	WASTE WATER	01	IRR
A65-00955D	COLBURN, DAVID COLBURN, NANCY	C C	04/01/1904	D/	WASTE WATER	01	IRR
A65-00955E	WALKER, HELEN WALKER, E LAMAR	C C	04/01/1904	D/	WASTE WATER	01	IRR
A65-00955F	MORRIS, P J MORRIS, M J	C C	04/01/1904	D/	WASTE WATER	01	IRR
A65-00960	HYDE, N BRENT HYDE, JANIICE	C C	03/01/1968	D/	GROUNDWATER	43	DOMEST

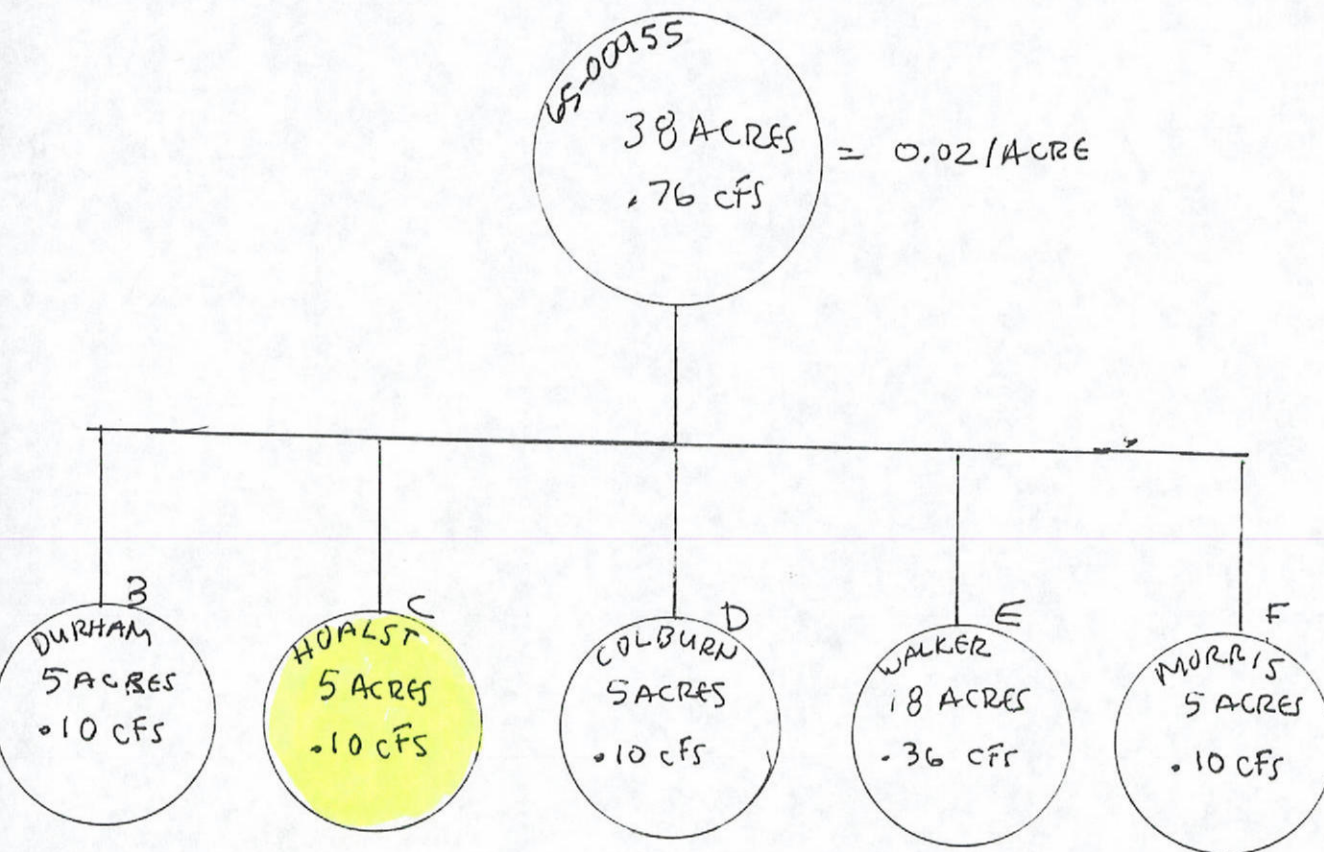
(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

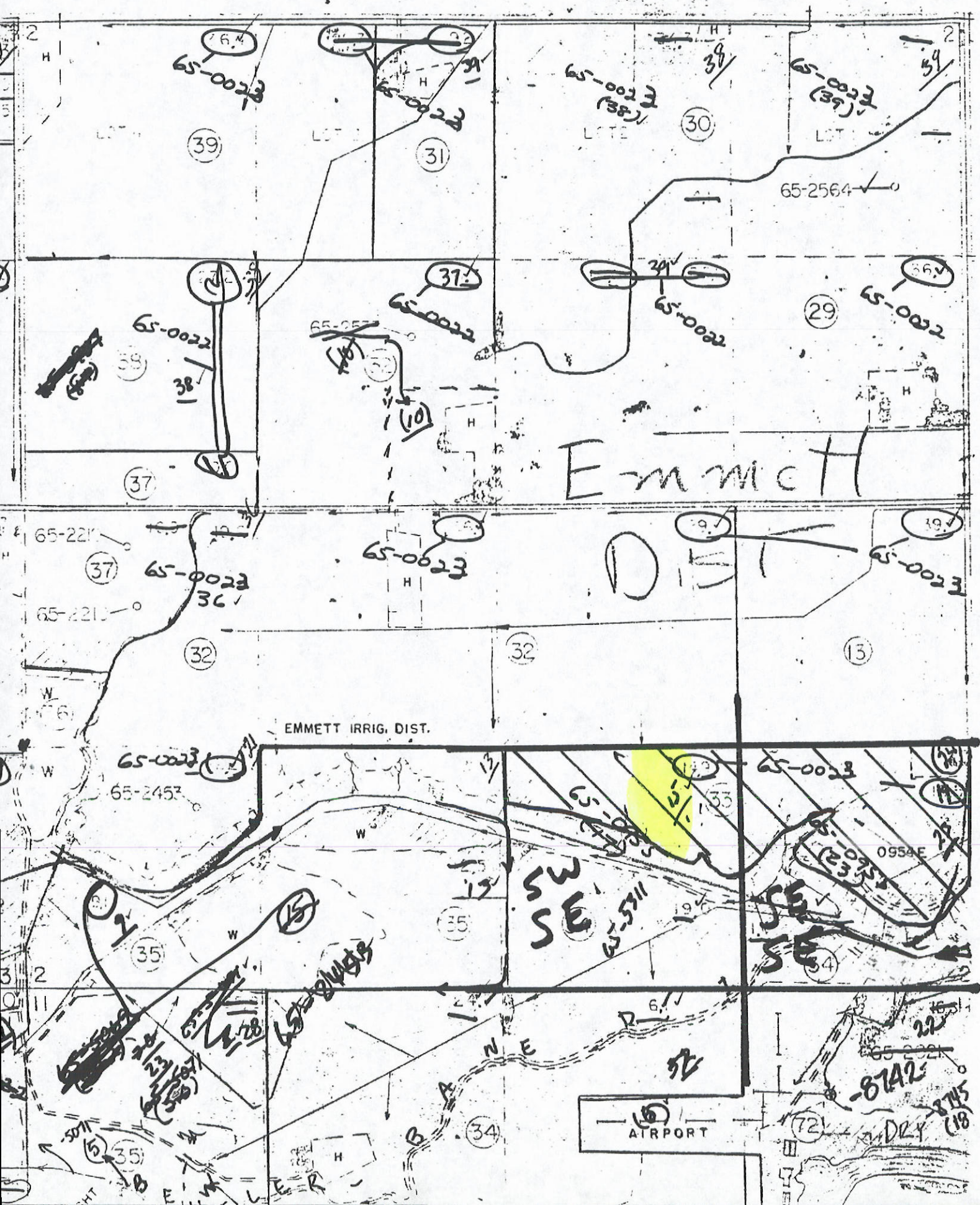
CLAIMS SPLIT BY: KAY WALKER

ANALYSIS BY: RON HOWERTON 8/30/00



PRBA BLUELINE MAP A

T6N R2W 502



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: **A65-00955C**
Date Received: 1/ 8/1990
Receipt No: X777777
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: MARSHAL L HOALST 208-365-2864
Address: 909 JACKSON
EMMETT ID 83617
AND/OR
Name: REATA J BARBER 208-365-2864
Address: 909 JACKSON
EMMETT ID 83617

2. Date of Priority: APR 1, 1904

3. Source: WASTE WATER Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	02W	2	SE	SE			GEM

5. Description of diverting works:
DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.100		

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

8. Total consumptive use is 17.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	02W	2	SW	SE		IRR	5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	5.0
					Total Acres	5.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:
EMMETT IRR.

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A65-00955, FEE PAID UNDER RECEIPT NO. X999999.
KW 12/8/1995

ADDRESS CHANGE BY CLAIMANT LETTER.
OWNERSHIP CHANGED BY LH 10/24/96.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs Decree 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 _____ 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 _____

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

RECEIVED

1. Water Right Number(s) A65-00955C

OCT 07 1996

Adjudication Claim Number(s) 2

**WATER RESOURCES
WESTERN REGION**

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

(A) A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s)

Frances L. & for Leslie R. Ketcheson
8301 W Echo Falls Ln., Boise, ID 83714-1721

4. New Owner/Claimant(s)

Reata J. Barber & for Marshal L. Hoalst
Name connector (Check one): [] AND, [] OR, [] AND/OR
909 Jackson

New Mailing Address

City, State and ZIP Code

Emmett, ID 83617

New Telephone Number

(208) 365-2864

5. Date you acquired the property

11-23-1993

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated

5

Number and type of stock

Diversion rate in CFS

cubic feet per second

Number of homes

Other uses

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s)

X Reata J. Barber

Date

X 10-7-96

Date

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

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, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

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 believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of 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. If the property you have purchased is only a portion of the property owned by the former owner/seller, 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 water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for 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 Southern Region, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (208) 736-3033

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

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

WHEN RECORDED MAIL TO:

Premier Mortgage Resources
8150 Emerald, Suite 190
Boise, Idaho 83704

Loan Number 93-47394

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on NOVEMBER 23, 1993.

The grantor is MARSHAL L. HOALST, AN UNMARRIED PERSON AND REATA J. BARBER, AN UNMARRIED PERSON ("Borrower"). The trustee is FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"). The beneficiary is CARL I. BROWN AND COMPANY, A KANSAS CORPORATION, DBA PREMIER MORTGAGE RESOURCES, which is organized and existing under the laws of THE STATE OF KANSAS, and whose address is 612 WEST 47TH STREET, KANSAS CITY, MISSOURI 64112 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED AND 00/100ths Dollars (U.S.\$126,500.00). 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 DECEMBER 1, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in GEM County, Idaho:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 909 JACKSON AVENUE, EMMETT,

Idaho 83617 (Street) (City)
83617 ("Property Address");
(Zip Code)

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

BORROWER COVENANTS that Borrower is lawfully 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.

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

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

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

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

Form 3013 9/90 (page 1 of 5 pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

.....
MARSHAL L. HOALST (Seal)
-Borrower

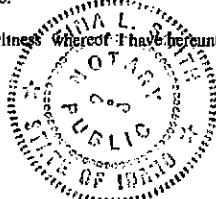
.....
REATA J. BARBER (Seal)
-Borrower

..... (Seal) (Seal)
-Borrower -Borrower

STATE OF IDAHO, ^{ada} Ada County ss:

On this ^{24th} day of ^{November}, 19⁹³, before me, ^{the undersigned}, a Notary Public in and for said county and state, personally appeared MARSHAL L. HOALST and REATA J. BARBER known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me thathe..... executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



.....
Notary Public residing at: Boise, ID
Comm. Exp. 7-25-99

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

A tract of land situated in a portion of the South half of the Southeast quarter of Section 2, Township 6 North, Range 2 West, Boise Meridian, in Gem County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 1, 2, 11 and 12 marked by a found "T" bar and cap; thence North 00°24'12" West (formerly North) along the East line of the Southeast quarter, a distance of 590.36 feet; thence South 45°20'48" West (formerly South 45°45' West), a distance of 429.00 feet; thence North 77°24'12" West (formerly North 77° West), a distance of 1056.00 feet; thence North 75°00'55" West (formerly North 73°45' West), a distance of 70.00 feet, THE REAL POINT OF BEGINNING; thence continuing North 75°00'55" West, a distance of 365.00 feet to a point; thence North 00°15'00" East, a distance of 606.85 feet to a point 60.00 feet South of the North line of the South half of the Southeast quarter of Section 2; thence North 89°33'38" East, 60.00 feet South of and parallel with said North line, a distance of 347.23 feet to a point; thence South 00°13'17" East, a distance of 703.89 feet to THE POINT OF BEGINNING.

EXCEPT ditch and road rights-of-way.

PARCEL II:

An easement for ingress and egress over and across the following tract of land:

A tract of land situated in a portion of the South half of the Southeast quarter of Section 2, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho, more particularly described as follows:

Commencing at the section corner common to sections 1, 2, 11 and 12 marked by a found "T" bar and cap; thence North 00°24'12" West (formerly North) along the West line of the Southeast quarter of Section 2, a distance of 955.64 feet to a point, THE REAL POINT OF BEGINNING; thence

South 89°33'38" West, a distance of 378.22 feet; thence North 00°24'12" West, a distance of 296.27 feet to a point 60.00 feet South of the North line of the South half of the southeast quarter; thence

South 89°33'38" West, parallel with and 60.00 feet South of the North line of the South half of the Southeast quarter of Section 2, a distance of 1742.61 feet to the beginning of a curve to the right; thence

Along said curve to the right having a radius of 50.00 feet, a central angle of 259°06'10" a length of 226.11 feet and a chord which bears North 39°21'24" West, a distance of 77.11 feet to a point on aforesaid North line of the South half of the Southeast quarter; thence

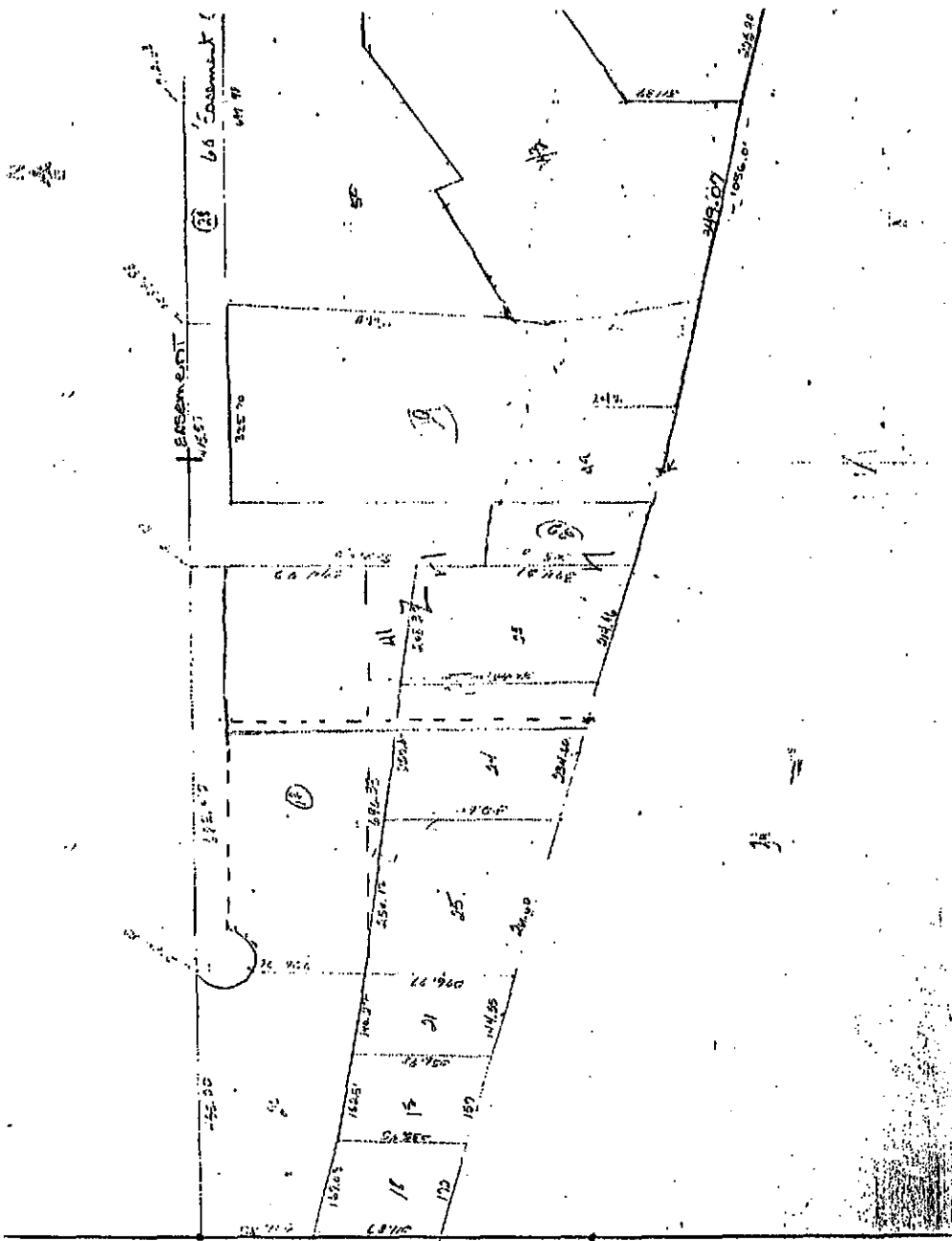
North 89°33'38" East along said North line, a distance of 1851.09 feet; thence

South 00°24'12" East, a distance of 296.23 feet; thence

North 89°33'38" East, a distance of 318.22 feet to a point on said East line of the Southeast quarter of Section 2; thence

South 00°24'12" East along said East line a distance of 60.00 feet to the POINT OF BEGINNING.

EXCEPT ditch and road rights-of-way,



OWNERSHIP CHANGE CHECKLIST

_____ AJQ1 ADJUDICATION CLAIMS FOUND ☒ Y _____ N
A65-00955C

_____ AJQ4 ADJUDICATION CLAIMS FOUND ☒ Y _____ N
A65-00955C

_____ WRQ1 WATER RIGHTS FOUND _____ Y ☒ N

_____ WRQ4 WATER RIGHTS FOUND ☒ Y _____ N
65-00955, 65-05311

CLAIM(S) FILED ☒ Y _____
_____ N _____

IF NO, CLAIM(S) REQUIRED _____ Y _____ N

IF YES, DATE LETTER REQUESTING CLAIM SENT _____

IF NO, DATE SENT TO S.O. _____

NEW CLAIM RECEIVED _____ Y _____ N

IF NO, DATE SENT TO S.O. _____

COMMENTS _____

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: A65-00955C

Date Received: 1/ 8/1990

Receipt No: X777777

Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: LESLIE R KETCHESON 208-365-7103
Address: 8301 W ECHO FALLS LN
BOISE ID 83714-1721
OR
Name: FRANCES L KETCHESON 208-365-7103
Address: 8301 W ECHO FALLS LN
BOISE ID 83714-1721

2. Date of Priority: APR 1, 1904

3. Source: WASTE WATER Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	02W	2	SE	SE			GEM

5. Description of diverting works:
DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.100		

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

8. Total consumptive use is 17.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use
06N	02W	2	SW	SE		IRR

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5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	5.0
					Total Acres	5.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:
EMMETT IRR.

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A65-00955, FEE PAID UNDER RECEIPT NO. X999999.
KW 12/8/1995

ADDRESS CHANGE BY CLAIMANT LETTER.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs Decree Defendant

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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: **A65-00955C**
Date Received: 1/ 8/1990
Receipt No: X777777
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: LESLIE R KETCHESON 208-365-7103
Address: 909 JACKSON
EMMETT ID 83617
OR
Name: FRANCES L KETCHESON 208-365-7103
Address: 909 JACKSON
EMMETT ID 83617

2. Date of Priority: APR 1, 1904

3. Source: WASTE WATER Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	02W	2	SE	SE			GEM

5. Description of diverting works:
DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.100		

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

8. Total consumptive use is 17.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	02W	2	SW	SE		IRR	5.0

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10. Place of Use: Continued

Section Acres 5.0

Total Acres 5.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:

EMMETT IRR.

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A65-00955, FEE PAID UNDER RECEIPT NO. X999999. KW 12/8/1995

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs Decree 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 _____ 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: _____

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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 _____

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NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

JUL 09 1993

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 6 N Range 2 WDepartment of Water Resources
Western Regional OfficeSection 2, S 1/2 1/4 of SE 1/4 of Sec 2 1/4, Govt. Lot _____, BM.

Lot _____, Block _____, Subdivision/Townsite _____.

If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A 65-00955
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): La Mer & Helen Walker
899 Jackson, Emmett, Id. 83617
- ☐ New Owner/Claimant (Purchaser): Leslie R & Frances L. Ketcheson
- ☐ New Mailing Address: 909 Jackson
Emmett, Idaho 83617
- ☐ New Telephone Number: (208) 365-7103
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? ☒ yes ☐ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
5 Acres

- ☐ Attach proof of ownership, describe proof attached: _____

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

- ☐ Signature of New Owner/Claimant(s) Leslie R Ketcheson Date 7-9-93
Frances L. Ketcheson Date 7-9-93
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures or if you have questions about completing this form please contact your nearest office of IDWR or you may call 1-800-451-4129 (toll-free).

The first line of the form asks for the date of closing so IDWR will have a record of the effective date of the property transfer.

The second line of information requires the legal description of the property being transferred. This information is **ESSENTIAL** and should be available from the documents that will be present at the time of closing. The first two lines of the legal description **MUST** be completed. IDWR's records are based upon legal descriptions using township, range, section and fractions of a section descriptions, and this information must be included on the form. If you also have available a legal description based upon a townsite or subdivision and lot and block number, please also include this additional information. A lot and block legal description is **NOT** a substitute for the township, range, section and fraction of a section description.

After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.

150482

✓ Walker, E. LaMar et ux ✓
(Helen H.)

to

✓ Ketcheson, Leslie R. et ux ✓
(Frances L.)

Indexed	☒
Microfilmed	☒

STATE OF IDAHO
COUNTY OF GARE

ss.

I hereby certify that this instrument
was filed for record at request of
First American Title Co.
at 35 minutes past 3
o'clock P. M. this 29th
day of April, 1985 in my
office and duly recorded as a

Deed

under
instrument No. 150482

THELMA R. KOLODZIEJ

Deputy Clerk

By Judy Bigham
Deputy

Fees \$ 6.00

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OCT 18 1996

WARRANTY DEED

For Value Received E.LaMar Walker and Helen H. Walker, husband and wife
of Emmett, Gem Co., Idaho

the grantors , do hereby grant, bargain, sell and convey unto

Leslie R. Ketcheson and Frances L. Ketcheson, husband and wife
the grantees , whose current address is 3400 Green Valley
Cheyenne, Wyoming 82001

the following described premises, inGem..... County Idaho, to-wit:

Exhibit A: Description of Parcel 4

Exhibit B: Property designated as road for ingress & egress

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OCT 18 1996

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL 4

A tract of land situate in a portion of the South 1/2 of the Southeast 1/4 of Section 2, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho. More particularly described as follows:

Commencing at the section corner common to section 1, 2, 11 and 12 marked by a found "T" bar and cap; Thence North 00 degrees 24 minutes 12 seconds West (formerly North) along the East line of the Southeast 1/4, a distance of 590.36 feet; Thence South 45 degrees 20 minutes 48 seconds West (formerly South 45 deg. 45 min. West), a distance of 429.00 feet; Thence North 77 degrees 24 minutes 12 seconds West (formerly North 77 deg. West), a distance of 1056.00 feet; Thence North 75 degrees 00 minutes 55 seconds West (formerly North 73 deg. 45 min. West), a distance of 70.00 feet, THE POINT OF REAL BEGINNING; Thence continuing North 75 degrees 00 minutes 55 seconds West, a distance of 365.00 feet to a point; Thence North 00 degrees 15 minutes 00 seconds East, a distance of 606.85 feet to a point 60.00 feet South of the North line of the South 1/2 of the Southeast 1/4 of Section 2; Thence North 89 degrees 33 minutes 38 seconds East, 60.00 feet south of and parallel with said North line, a distance of 347.23 feet to a point; Thence South 00 degrees 13 minutes 17 seconds East, a distance of 703.89 feet to the point of beginning.

Said tract of land including all water and ditch rights appurtenant to or used in connection with the properties being sold or conveyed hereby.

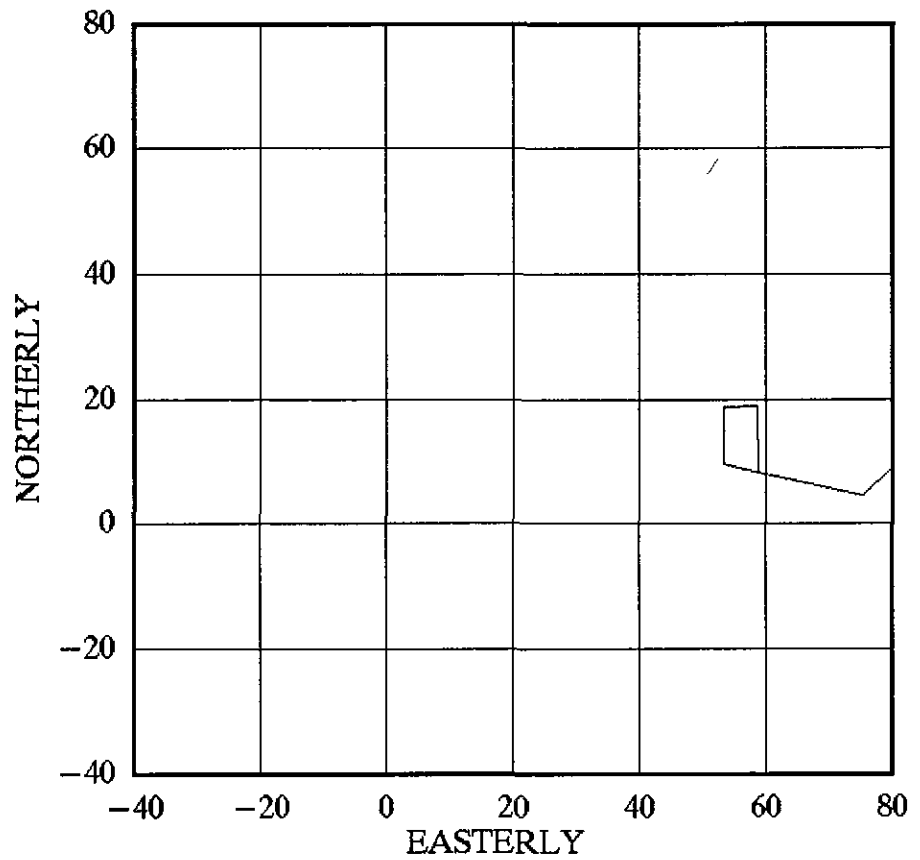
Said tract of land subject to rights of way or easements of record or in use.

Said tract of land containig therein a calculated area of 5.264 acres more or less.

P.Y.W.
H.N.W.

MICROFILMED
OCT 18 1996

PARCEL PLOT - METES & BOUNDS
DISTANCE IS IN CHAINS



kw
12/8/92

MICROFILMED
OCT 18 1996

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A65-00955
Date Received: 1/08/1990
Receipt No: X999999
Received By:

Department of Water Resources

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: E. LAMAR WALKER 208-365-6650
Address: 899 JACKSON
EMMETT, ID 83617

OR

Name: HELEN WALKER 208-365-6650
Address: 899 JACKSON
EMMETT, ID 83617

2. Date of Priority: APR 01, 1904

3. Source: WASTE WATER Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06N	02W	2	SE	SE			GEM

5. Description of diverting works:
DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.760		

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

8. Total consumptive use is 133.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	02W	2	SW	SE		IRR	15.0
			SE	SE		IRR	23.0
						Section Acres	38.0
						Total Acres	38.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:
EMMETT IRR.

14. Remarks:
THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

vs

A & C CORP., ET AL.

Decree Defendant

(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.

For Individuals:

Signature of Claimant(s): L. Max Walker Date: Apr 8, 90
Date:

Subscribed and sworn (or affirmed) before me this 8 day
of Jan 19 90 Linda
Notary Pu

Residing at My Commission Expires My Commission Expires December 8, 1994
 Linda A. Werner
 Residing at Boise, Idaho

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. No.

ATTACHMENT TO
NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly:

Name of Claimant(s)

E. Lamond Walker

Helen N. Walker

Mailing Address
(include Zip Code)

899 Jackson

Emmett, Idaho 83617

Phone Number (208) 365-6650

MICROFILMED
OCT 18 1996

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

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

CIVIL CASE NUMBER: 39576

IDENT. NUMBER: 65-00955

DATE RECEIVED:

RECEIPT NO:

RECEIVED BY: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. NAME: WALTER J. CLEMENTS
ADDRESS: P.O. BOX 201
EMMETT, ID 83617

NAME: LORRAINE E. CLEMENTS
ADDRESS: P.O. BOX 201
EMMETT, ID 83617

2. DATE OF PRIORITY: APR 01, 1904

3. SOURCE: WASTE WATER TR1B. TO: PAYETTE RIVER

4. POINT OF DIVERSION:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4 OF	1/4	LOT	COUNTY
06N	02W	2	SE	SE	SE		GEM

5. DESCRIPTION OF DIVERTING WORKS:

6. WATER IS USED FOR THE FOLLOWING PURPOSES:

PURPOSE	FROM	TO	C.F.S.	(OR)	A.F.A.
IRRIGATION	03/15	11/15	0.760		

7. TOTAL QUANTITY APPROPRIATED IS:
0.760 C.F.S. (AND/OR)

A.F.A.

8. TOTAL CONSUMPTIVE USE IS ACKE FEET PER ANNUM.

9. NON-IRRIGATION USES:

POOR ORIGINAL

10. PLACE OF USE:

TOWNSHIP	RANGE	SECTION	1/4	OF	1/4	LOT	USE	ACRES
06N	02W	2	SW		SE		IRR	15.0
			SE		SE		IRR	23.0
SECTION ACRES								38.0
TOTAL ACRES								38.0

11. PLACE OF USE IN COUNTIES: GEM, GEM

12. DO YOU OWN THE PROPERTY LISTED ABOVE AS PLACE OF USE? YES

13. OTHER WATER RIGHTS USED:

14. REMARKS:

THIS RIGHT WHEN COMBINED WITH RIGHTS OF SMITH IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

15. BASIS OF CLAIM: DECREE

CASE NUMBER:

COURT :

DECREE DATE: 1/21/1986

STATE OF IDAHO
DECREE PLAINTIFF

A & C CORP., ET AL.
VS
DECREE DEFENDANT

POOR ORIGINAL

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: _____

FOR ORGANIZATIONS:

I DO SOLEMNLY SWEAR OR AFFIRM THAT I AM _____ OF
_____, TITLE
_____, THAT I HAVE SIGNED THE FOREGOING
ORGANIZATION
DOCUMENT IN THE SPACE BELOW AS _____ OF
_____, TITLE
_____, AND THAT THE STATEMENTS CONTAINED IN THE
ORGANIZATION
FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF AUTHORIZED AGENT

TITLE AND ORGANIZATION

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 _____

DATE: 10/23/39 1302

MICROFILMED
OCT 18 1996



10 000 FEET

AG5-18309
* AG5-00955

SEP 15 1992
SCALE 1:24000

T6N. R2W. Sec. 2 SE SE



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

May 4, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Dear Basin 65 water user:

This letter is to inform you that you may be eligible to file a stockwater claim with the Idaho Department of Water Resources (IDWR) in connection with the Snake River Basin Adjudication (SRBA). IDWR is sending this letter to water users in Basin 65 who might have relied upon the non-irrigation season stockwater provision in the Payette Adjudication. This provision states:

"When stockwater is not a specifically mentioned use for a right that includes irrigation, a reasonable flow is implied and included for the watering of livestock during the non-irrigation season."

In another basin, the Idaho Supreme Court struck down general provisions that contained similar language. The non-irrigation season stockwater language quoted above was not included in the General Provisions for Basin 65 because of the Idaho Supreme Court's ruling.

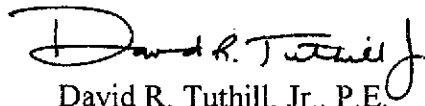
IDWR recognizes that in reliance on the non-irrigation season stockwater language in the Payette Adjudication, water users might not have filed stockwater claims in the SRBA to cover the non-irrigation season period. Individuals who historically watered livestock during the non-irrigation season without a separate stockwater claim might desire to file a new stockwater claim with IDWR.

To be eligible for a new non-irrigation season stockwater claim:

1. You must have actually and historically watered livestock during the non-irrigation season without a separate stockwater right.
2. You must have filed a surface water irrigation claim in both the Payette Adjudication and the SRBA.
3. You must not have filed a stockwater claim with the surface water irrigation claim.

If you meet these three requirements, you may file a Notice of Claim form for stockwater with IDWR. **To have a timely filing you must file this claim with IDWR by May 25, 2001.** IDWR will waive filing fees for these stockwater claims if filed before this deadline. Failure to file your claim in a timely manner may prevent you from claiming it in the future. Notice of Claim forms are available on IDWR's website at www.idwr.state.id.us/info/water/srba/forms.htm or from any IDWR office. Claimants can call IDWR, Western Region at (208) 334-2190 to make an appointment if they need assistance filling out a Notice of Claim form.

Sincerely,


David R. Tuthill, Jr., P.E.
Adjudication Bureau Chief

12/21/2000

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

RIGHT NUMBER: 65-955C

NAME AND ADDRESS: REATA J BARBER
MARSHAL L HOALST
909 JACKSON
EMMETT, ID 83617

SOURCE: WASTEWATER

TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.1 CFS

THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION
DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE.

PRIORITY DATE: 04/01/1904

POINT OF DIVERSION: T06N R02W S2

SESE

Within GEM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
3-15 11-15

QUANTITY
0.10 CFS

PLACE OF USE:

IRRIGATION Within GEM County
T06N R02W S2

SWSE

5

5 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM EMMETT
IRRIGATION DISTRICT.

AJ5809NP
No. A65-00955C

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 08/25/00
PAGE: 2

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MARSHAL L HOALST	04/01/1904	IRRIGATION	03-15 11-15	0.100 CFS	
C	REATA J BARBER 909 JACKSON EMMETT ID 83617 (208) 365-2864				0.100 CFS	
				TOTAL DIVERSION: CONSUMPTIVE USE:		17.50 AFA

Water Source: WASTE WATER

Tributary to: PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion: T06N R02W S02 SESE

GEM County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
06N	02W	2	:																	:	
																			05	5.0	
																			TOTAL ACRES	5.0	

POU County: GEM

Other Rights: EMMETT IRR.

Remarks: GEN THIS RIGHT WHEN COMBINED WITH RIGHTS OF EMMETT IRRIGATION DISTRICT SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.
THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A65-00955, FEE PAID UNDER RECEIPT NO. X999999.
KW 12/8/1995
|
ADDRESS CHANGE BY CLAIMANT LETTER.
OWNERSHIP CHANGED BY LH 10/24/96.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:
Presumption Flag:

SAME PID AS
ASS B, D, E & F

SPLIT
RIGHT
C18

DATE: 08/25/00
PAGE: 1

Audit: 04/02/86 04/30/88 CONVERT

**T06N R02W
S02**

Idaho Department of Water Resources

Claims: 65-00955C

Prepared by:

RON HOWERTON

Date: 31 AUG 00

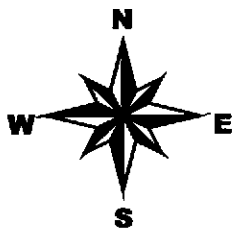
 **Place of use**

 **POD**

 **SECTION**

 **1/4 1/4**

5 Acres



1987 NAPP



0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 Miles



**T06N R02W
S02**

Idaho Department of Water Resources

Claims: 65-00955C

Prepared by:

RON HOWERTON

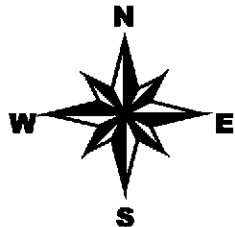
Date: 31 AUG 00

 **Place of use**

 **POD**

 **SECTION**

 **1/4 1/4**

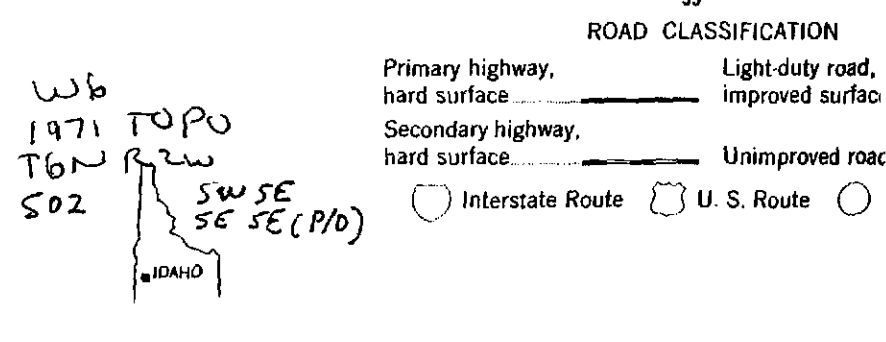
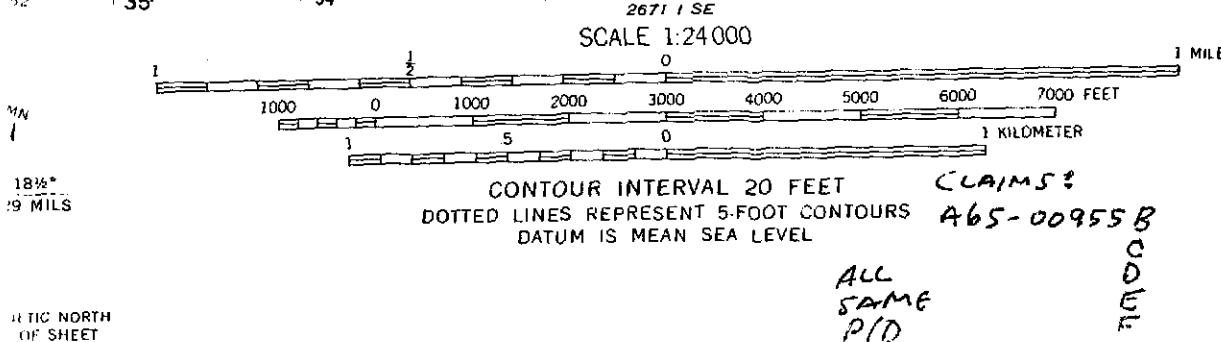
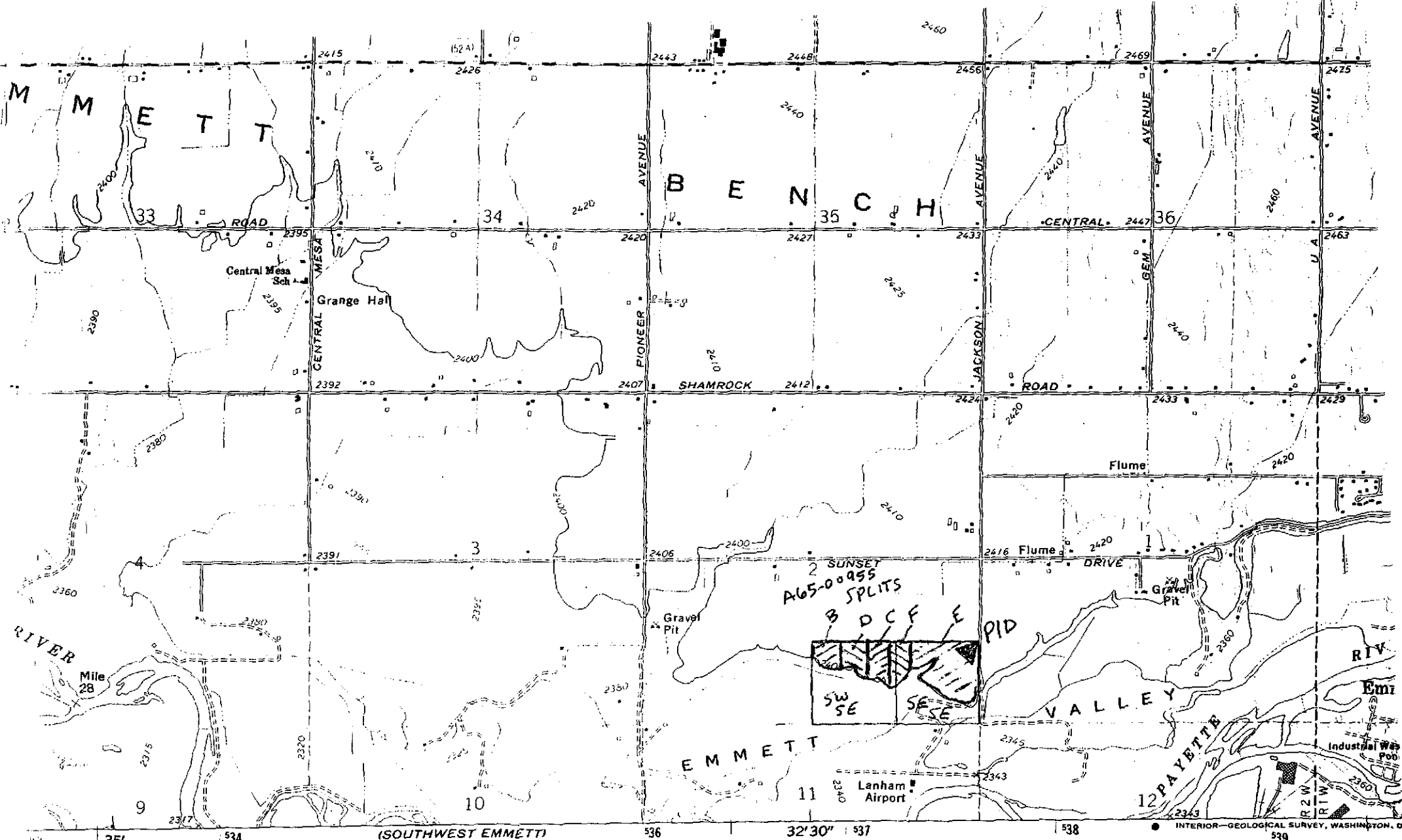


1987 NAPP



0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 Miles





SD-0607-2 Prefix: A Basin: 65 Starting Water Right: 00955

STATE

Water Right No.	Name Last, First	O W N	Priority Date	Stg/ Sts	Source	Use Code Desc
A65-00955	SPLIT CLAIM,	C	04/01/1904	/Z	WASTE WATER SPLIT CLAIM	01 IRR
A65-00955A	SPLIT CLAIM,	C	04/01/1904	/Z	WASTE WATER SPLIT CLAIM	01 IRR
A65-00955B	DURHAM, RAY L DURHAM, LUCILLE	C C	04/01/1904	D/	WASTE WATER	01 IRR
A65-00955C	HOALST, MARSHAL L BARBER, REATA J	C C	04/01/1904	D/	WASTE WATER	01 IRR
A65-00955D	COLBURN, DAVID COLBURN, NANCY	C C	04/01/1904	D/	WASTE WATER	01 IRR
A65-00955E	WALKER, HELEN WALKER, E LAMAR	C C	04/01/1904	D/	WASTE WATER	01 IRR
A65-00955F	MORRIS, P J MORRIS, M J	C C	04/01/1904	D/	WASTE WATER	01 IRR
A65-00960	HYDE, N BRENT HYDE, JANIICE	C C	03/01/1968	D/	GROUNDWATER	43 DOMEST

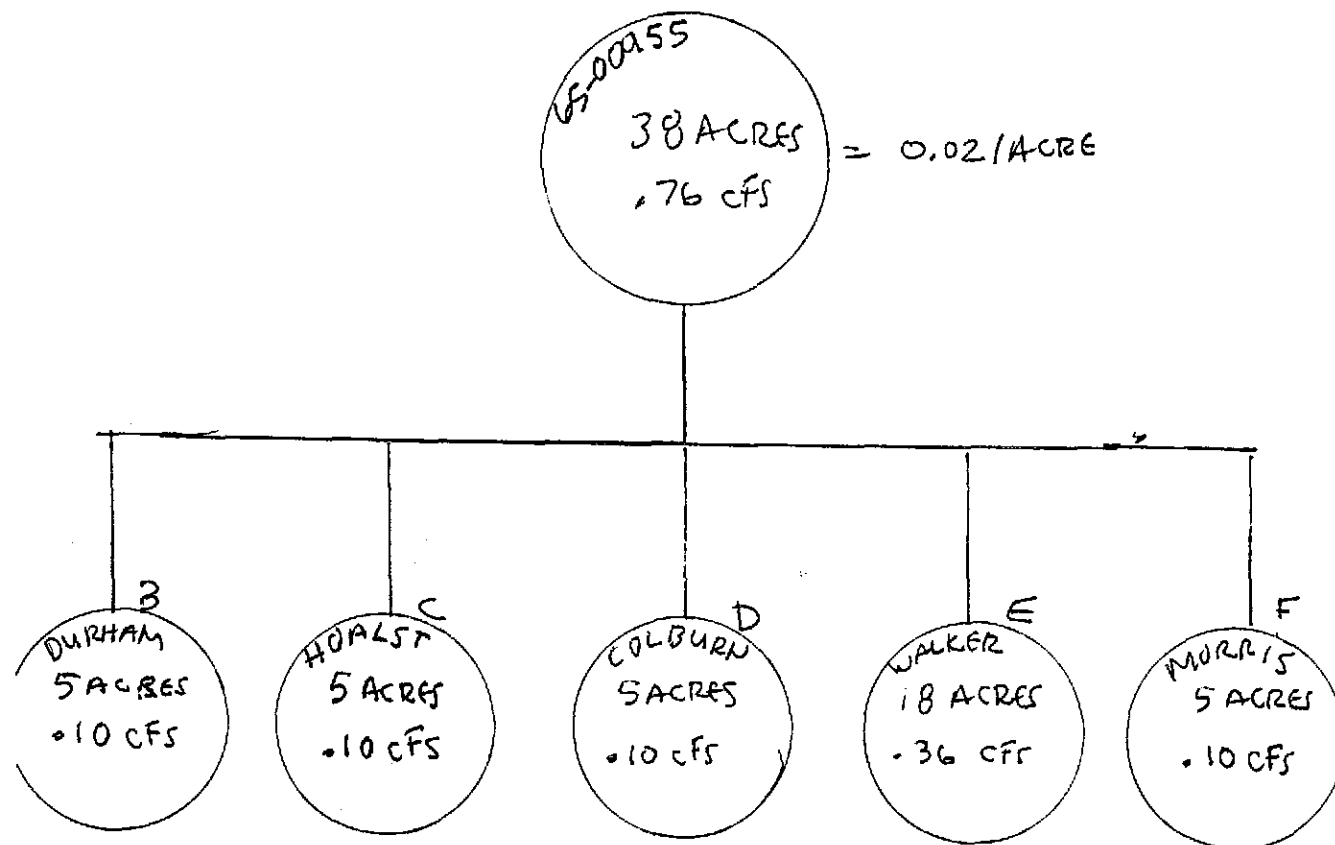
(Enter=Continue)

(GOLD7=This Query)

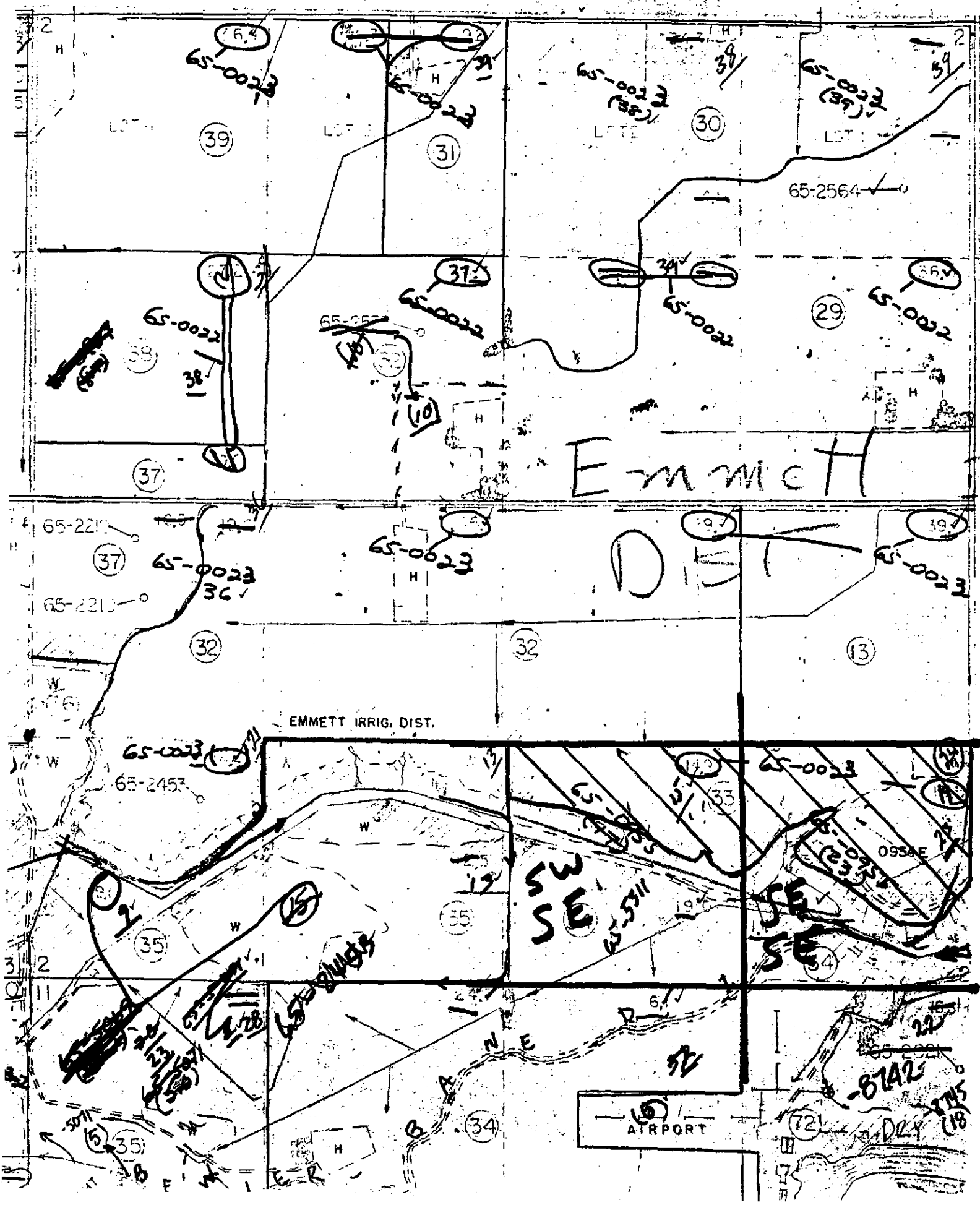
(Menu _____)

CLAIMS SPLIT BY: KAY WALKER

ANALYSIS BY: RON HOWERTON 8/30/00



T6~ R2w 502



IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHT TO THE USE OF THE SURFACE AND GROUND WATERS OF THE PAYETTE RIVER DRAINAGE BASIN

MAP NO.

65-0955

Name of Client:

(Mailing Address)

... claiming a right to the diversion

and beneficial use of the surface or groundwater, of or tributary to the Payette River;

The extent and nature of said claim is as follows:

- The extent and nature of sale claim is as follows:
- (1) Date of priority: (When was the water first applied to a beneficial use, or date that permit was issued) April 1, 1904
- (2) Describe source of water: (Name of stream, lake, spring, etc., or subterranean) Waste water from waste ditch
below the fence
- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
Use .76 Irrigation 171 AF Period of Use From 3/15 To 11/15
(Domestic, irrigation, stock, etc.) (Both Dates Inclusive) (Mo., Day) (Mo., Day)
- Use _____ Period of Use From _____ To _____
(Domestic, irrigation, stock, etc.) (Mo., Day) (Both Dates Inclusive) (Mo., Day)
- Use _____ Period of Use From _____ To _____
(Domestic, irrigation, stock, etc.) (Mo., Day) (Both Dates Inclusive) (Mo., Day)
- (4) Quantity of water claimed: .76 Cubic Feet Per Second, or 180.0 171 Acre Feet Per Annum,
and/or _____ Gals. Per Minute.
- (5) A) Point of Diversion: Give location of point where water is diverted from its source SE SE
Sec. 2 ✓, Twp. 6N ✓, Rge. 2W ✓, Bx.; additional points: _____
- B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.)
Give sizes and capacities; be as specific as possible. Gravity flow ditch
- (6) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

[illegible]

Total No. of acres 40.038

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

- (7) Effluent, sewage waste, or return water from this use is discharged into Drain ditch
- (8) If you are claiming water as a member of an organization, list name of organization.
- (9) Remarks SEE REMARK
- (10) Basis of claim (Check one) ☒ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case
☐ C) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.:

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

Individual

(Date)

(Signature of Claimant)

State of Idaho

Organization

County of _____

Organizing Data

On this 17th day of August

7-29-91
(Signature of Authorized Agent)

a notary public, personally appeared

known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they, it, or it) executed the same.

Notary Public residing

My commission expires January 19, 1973

Rev 2/17/77

8/52

DET 1-25-78

ADJUDICATION DIVISION

REPORT OF EXAMINERS

Claim No. 65-0955

1. Name of Applicant.....Walter J. Clements.....
2. Priority.....4-1-1904.....
3. Source of Water.....Drain Ditch.....
4. Determine Purpose and Quantity of Water Found Used:
 (Quantity) (Dom., Irr., Stk. water, etc.) (Mo.-Day) (Yo.-Day)
 Use Irrigation Period of Use From 4/1..... To 10/31.....
 Use V. A. Smith Period of Use From..... To.....
 Use..... Period of Use From..... To.....
5. Location of Point of Diversion: SE SE of Section 6
 Twp. 6N, Rge. 24W, County of Gem
6. Describe Diversion Works: Head gate
7. Describe Location of Use:

TWP.	RGE.	SEC.	NE 1/4			NW 1/4			SE 1/4			TOTAL
			NE	NW	SW	NE	NW	SW	NE	NW	SW	
<u>6N</u>	<u>24W</u>	<u>2</u>									<u>17.0</u>	<u>40.0</u>

TWP. 6N RGE 24W COUNTY Gem SCALE: 1" = 1 MILE

8. Purpose Other Than Irrigation:
9. Remarks: Head gate next to the road

This examination was made on the 19 day of April 1971.

(Signed) William J. Smith
 Examiner.



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 25 , 1996

Re: Notice of Claim to a Water Right No. A65-00955C

MARSHAL L HOALST
REATA J BARBER
909 JACKSON
EMMETT ID 83617

Claimant(s):

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:1

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

August 13, 1996

KARL J. DREHER
DIRECTOR

MARSHAL HOALST
909 JACKSON
EMMETT ID 83617

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim #A65-00955C

Dear Claimant:

We have been advised by the former owner of your property, Leslie Ketcheson, that you are the new owner of the property and water right.

Before we can modify our records to reflect your new ownership of the property and water right referenced above, we need Form 42-248/42-1409(6) completed and returned. We have enclosed this form for your use.

Please contact this office at 208/327-7862 or call us toll-free at 800/451-4129 if you have any questions.

Sincerely,

Idaho Department of Water Resources
Adjudication Bureau

SO:ss:region

Enclosures:

Form 42-248/42-1409(6)

"How You Will Receive Notice..."

Docket Sheet Order Form

cc: Leslie R. Ketcheson

MICROFILMED
OCT 18 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

August 9, 1996

KARL J. DREHER
DIRECTOR

LESLIE R KETCHESON
FRANCES L KETCHESON
8301 W ECHO FALLS LN
BOISE ID 83714-1721

RECEIVED

AUG 13 1996

Department of Water Resources

Re: Snake River Basin Adjudication (SRBA)

Notice of Claim No. A65-00955C

Change of Address

Dear Claimants:

*A record Modified. & R'le Cond.
o-change for De & new owner. 8-13-96.*

IDWR has been notified the address presently in our claim records is incorrect. Although we have reached you at the address above, we need you to confirm this is your correct mailing address. Future notices related to your SRBA claim can be sent only to the address on your claim or as otherwise changed by you. The staff of this agency must avoid relying upon the word of others about your mailing address.

If the address above is correct, please sign your name at the bottom of this letter, and return it to this office. Otherwise, please make the proper corrections, sign, and return this letter. Thank you for your help. We hope to assure that you receive future notices about SRBA matters.

If the ownership of the property to which the water right referenced above apply has changed, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

Adjudication Bureau Staff

SO:ss:region

#####

The address is correct as shown above or as otherwise changed.

Leslie R Ketcheson

Claimant Signature

The above address is correct for I and Frances. However, we sold the property to Marshal Hoalst. I have forwarded past correspondence from you to Mr. Hoalst. If you have not heard from him, then I would believe that this claim for the property in question is no longer valid. LRK

MICROFILMED
OCT 18 1996

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

**In Re Snake River Basin Adjudication Case
No. 39576**

**Notice of Filing Director's Report and Supplemental
Director's Report Part II & III, United States' and Tribal
Non-consumptive Claims.**

**TO: ALL CLAIMANTS OF RIGHTS TO THE USE OF WATER IN THE SNAKE RIVER BASIN
YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:**

**THE DIRECTOR'S REPORT PART II & III FOR THE UNITED STATES' AND TRIBAL NON-CONSUMPTIVE CLAIMS HAS BEEN FILED WITH
THE DISTRICT COURT. A SUPPLEMENTAL DIRECTOR'S REPORT PART II & III HAS ALSO BEEN FILED WITH THE DISTRICT COURT.
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT THE DIRECTOR'S REPORTS, AND DEADLINES AND FURTHER PRO-
CEEDINGS ON THESE WATER RIGHT CLAIMS.**

IMPORTANT NOTICE REGARDING YOUR WATER RIGHT

**THIS CONTAINS YOUR LEGAL NOTICE OF THE DIRECTOR'S REPORTS OF U.S. AND
TRIBAL NON-CONSUMPTIVE CLAIMS IN THE SNAKE RIVER BASIN ADJUDICATION
THESE CLAIMS COULD AFFECT YOUR WATER RIGHT**

44634
Idaho Department of Water Resources
Statehouse Mail
Boise, Idaho 83720

Presorted
First Class Mail
U.S. Postage Paid
Boise, Idaho
Permit No. 1

KETCHESON 836170032 1994 04/20/95
FORWARDING TIME EXPIRED
KETCHESON
8301 W ECHO FALLS LN
BOISE ID 83714-1721
RETURN TO SENDER

RECEIVED

APR 21 1995

Department of Water Resources

|||||

LESLIE R KETCHESON
FRANCES L KETCHESON
909 JACKSON
EMMETT ID 83617

**MICROFILMED
OCT 18 1996**

✓
A65-00955C
A65-18270 X status

NOTICE OF FILING DIRECTOR'S REPORT

DIRECTOR'S REPORT

This Director's Report Part II is a report by the Director of the Idaho Department of Water Resources (IDWR). It contains abstracts of claims by the United States and Indian Tribes to "non-consumptive" water rights (such as instream flows) throughout the Snake River Basin. The abstracts summarize the claims without substantively changing the water right as claimed. The Supplemental Director's Report Part II includes abstracts of claims not included in the Director's Report Part II. The supplemental report also includes abstracts of amended claims, which contain changes to claims previously abstracted in the Director's Report Part II.

The Director's Report Part III contains the claims filed for these water rights, and includes both the claim documents and maps. The Supplemental Director's Report Part III includes claims not included in the Director's Report Part III, as well as amended claims which contain changes to claims included in the Director's Report Part III.

Complete copies of Part II of the reports are available for inspections at all offices of IDWR and at the other locations printed on this notice. Complete copies of Part III of the reports are available for inspection at the State Office of IDWR and the SRBA District Court. Copies of all or a portion of the reports are available from the IDWR State Office subject to payments of costs of mailing and/or copying.

OBJECTIONS TO DIRECTOR'S REPORT

You may file an objection to any portion of the Director's Reports with the SRBA District Court. You must use a court approved objection form that is available from IDWR, which contains instructions for filing the objection. All objections must be received by the court on or before October 16, 1995. You must mail a copy of your objection to IDWR and the United States as shown on the objection form. If you are objecting to an abstract of a claim filed by an Indian tribe, you must also mail a copy of the objection to the tribe at the address shown in the report.

RESPONSES TO OBJECTIONS

The United States and the Indian Tribes may but are not required to file a response to an objection to abstracts of their claims with the SRBA District Court.

PARTIAL DECREE OF UNCONTESTED PORTIONS OF DIRECTOR'S REPORT

Those portions of the Director's Report to which no objections are filed will be decreed by the district court after a hearing to be held at 1:30 p.m., May 21, 1996 at the SRBA Courthouse in Twin Falls.

NOTICE OF FURTHER PROCEEDINGS

You will be mailed a notice of further proceedings on an objection to your water right, your objection, or your response. You will not be mailed notice of other objections or proceedings on other objections.

Notice of other objections and responses to other objections will be included on a monthly docket sheet distributed by the SRBA District Court. A subscription to the docket sheet may be obtained from the court for a small annual fee (\$7.50 for the calendar year 1995).

IDWR has filed or will file Director's Reports for all other claims within the Snake River Basin, one for each of the reporting areas in the Snake River Basin. Notice of the filing of these reports, and of further proceedings on these reports, will also be included in the docket sheet.

You may be affected by orders and decrees entered by the court in proceedings on other objections and proceeding on other reports. It is very important that you subscribe to the docket sheet if you wish to stay informed of these other proceedings. For further information as to documents filed with the court and hearings scheduled before the court in the SRBA, you must inquire at the SRBA District Court.

FURTHER INFORMATION

The court has adopted procedures for the post-report phase of the SRBA, which are set forth in the order of the court entitled "SRBA Administrative Order No. 1." A copy of this order can be obtained from the State Office of IDWR or the SRBA District Court.

If you have questions about the SRBA, please call any office of IDWR listed in this notice. If you have questions concerning your rights and responsibilities as a claimant in the SRBA, please consult your attorney.

R. KEITH HIGGINSON

Director, Idaho Department of Water Resource

IDAHO DEPARTMENT OF WATER RESOURCES

WESTERN REGION

2735 Airport Way

Boise, Idaho 83705-5082

DEB P:

1995 phone

per R. Ketcheson

Leslie R. Ketcheson

8301 W Echo Falls 83714

8301 W Garden City 83705

378-4898

378-4898

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OCT 18 1996

RECEIVED
DEC 13 1995
WATER RESOURCES
WESTERN REGION

LESLIE R. KETCHESON
909 JACKSON
EMMETT ID 83617

NOV-00955C

12/2/95



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

December 11, 1995

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Original Notice of Claim to a Water Right No. A65-00955
Renumbered to Notice of Claim to a Water Right No. A65-00955C

Leslie R. or Frances L. Ketcheson
909 Jackson
Emmett, ID 83617

Dear Claimants:

We have received and processed the Change of Ownership form submitted on the original notice of claim to a water right as referenced above. This change of ownership required a split of this original claim resulting in the renumbering of the original claim by adding alpha-suffixes to represent each split. The new notice of claim to a water right number for your portion is referenced above. The right holders of the remaining portion have also been notified of this split and renumbering of their original claim.

If you decide to change or add a point of diversion, or if you change the place of use from that historically used under this right, you will be required to file an application for transfer of your portion of the water right for any of these changes to be legally recognized and recorded.

Enclosed is a copy of this new claim which now reflects your portion of the original water right. Please keep this copy for your files and refer to the new claim number when corresponding with our office. If you have any questions concerning this letter or the enclosed claim, please feel free to contact this office.

Sincerely,

ADJUDICATION STAFF
Department of Water Resources
Western Region Office

KW:k
Enclosure

MICROFILMED
OCT 18 1996