

RECORD OF SURVEY

OF A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, BOISE MERIDIAN
GEM COUNTY, IDAHO

Instr. No.: _____

STATE OF IDAHO }
COUNTY OF GEM } ss.

Recorded at the request of
Tri County Surveying, Inc.

Time: _____

Date: _____

Instr. No.: _____

Recorded as a Survey

Susan K. Howard, Clerk
Ex-officio Recorder

Deputy

Fee: \$5.00

Courtesy of
Alliance Title & Escrow Company

This sketch is made solely for the purpose of
assisting in locating said premises; and the
Company assumes no liability for variations, if
any, in dimensions and location ascertained by
actual survey.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH
LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, BOISE
MERIDIAN, i.e. N 89°52'13" E

LEGEND:

- ① FOUND BRASS CAP MONUMENT
- ② FOUND ALUMINUM CAP MONUMENT
- ③ FOUND 5/8" IRON PIN
- SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552

NOTE:

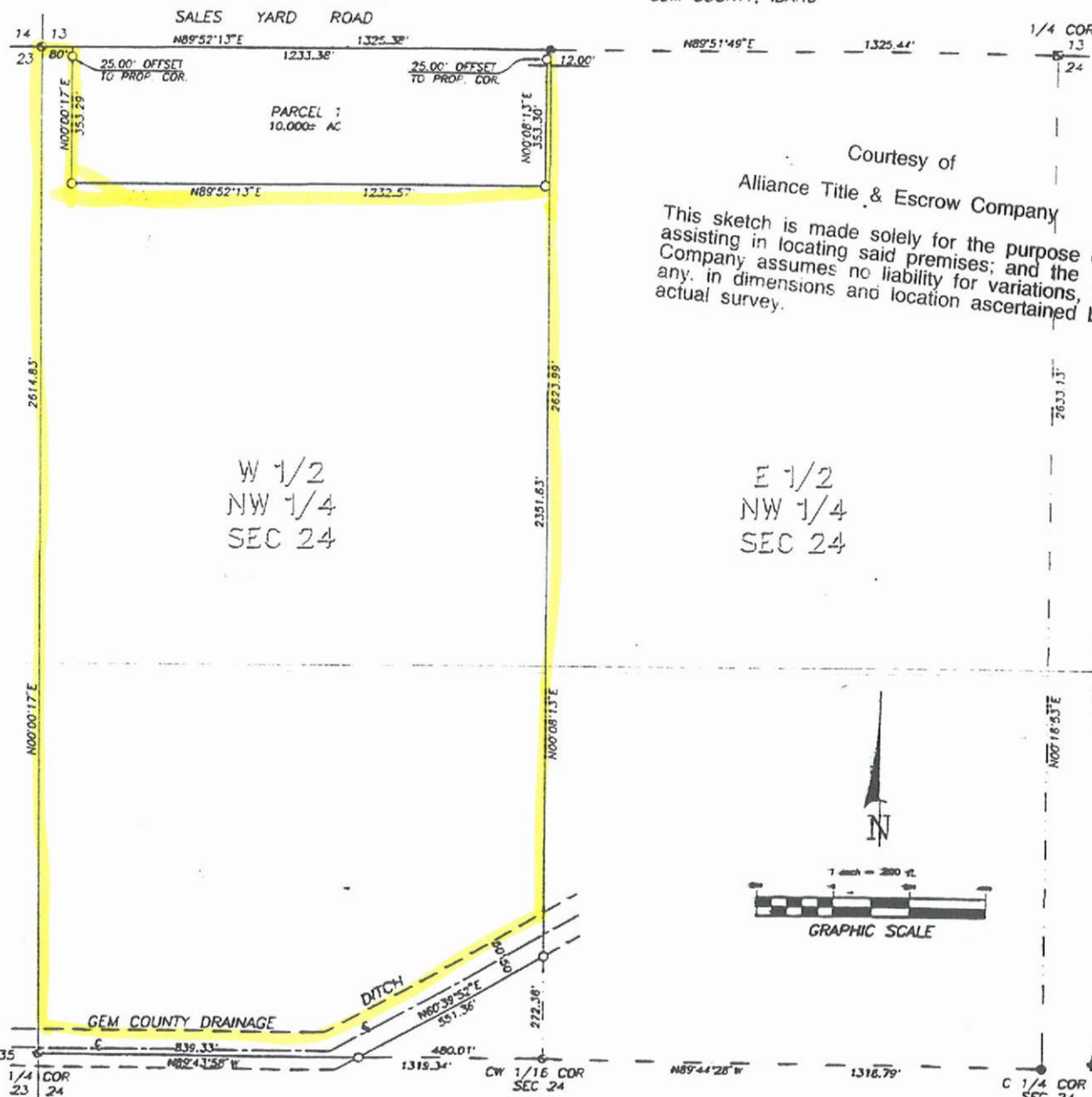
1. TRI COUNTY SURVEYING, INC. ASSUMES NO LIABILITY FOR PRESENT OR
FUTURE COMPLIANCE OR NON-COMPLIANCE WITH COUNTY PLANNING AND
ZONING ORDINANCE RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS
AND THE ISSUANCE THEREOF.
2. THE RIGHT-OF-WAY WIDTH FOR THE DRAINAGE DITCH WAS PROVIDED
BY JOHN MASON OF GEM COUNTY DRAINAGE DISTRICT No. 1.

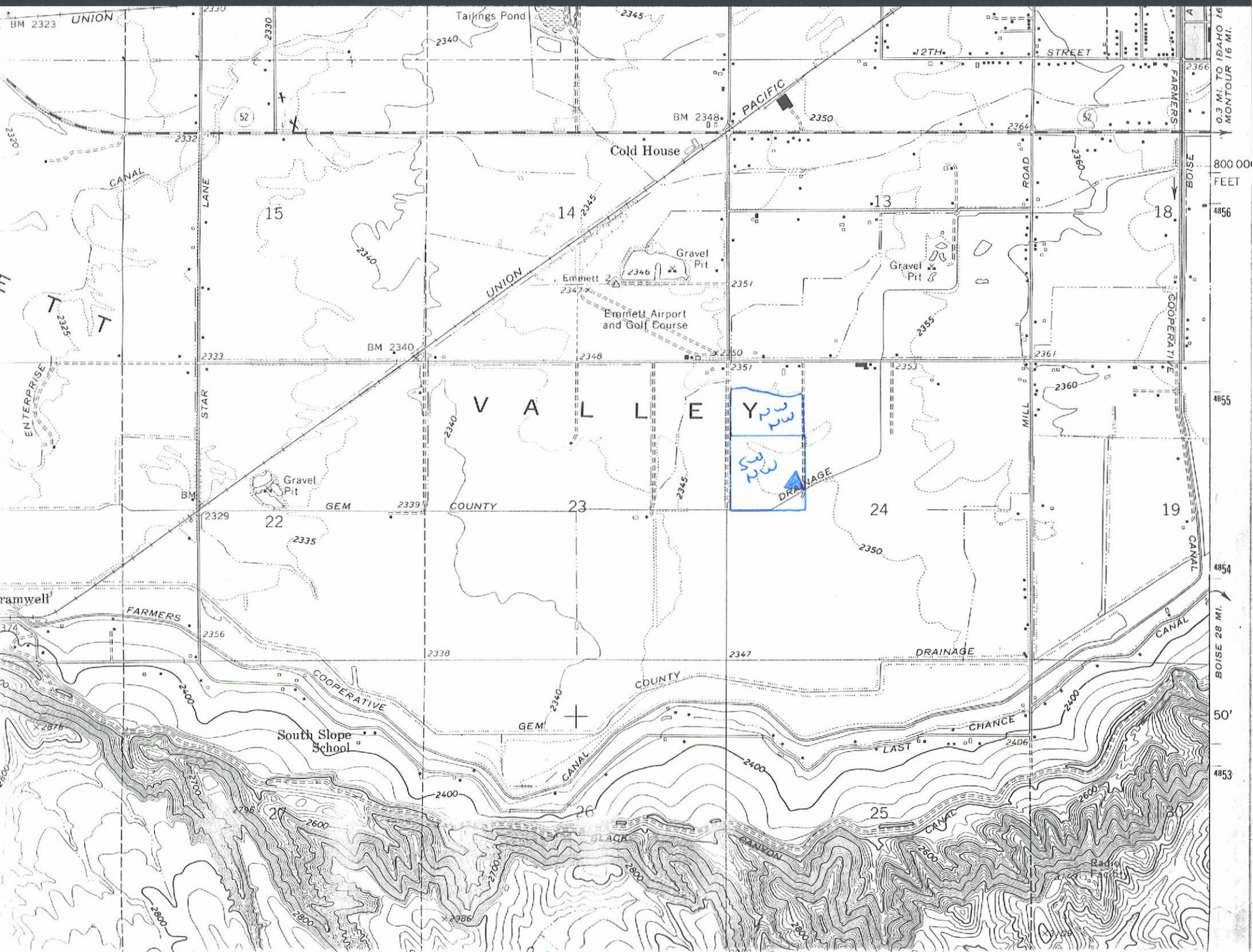
SURVEY FOR:

HARLEY A. TRUE
1845 SALES YARD ROAD
EMMETT, ID 83617
PHONE: (208) 365-4903



TRI COUNTY SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 974
703 No. WASHINGTON AVE.
EMMETT, IDAHO 83617
Phone: (208) 365-7470





R00=T6N R2W S24 SWNW W2E 1970 TOPO

**T06N R02W
S24**

Idaho Department of Water Resources

**Claims: 65-02465
Prepared by:
RON HOWERTON
Date: 20 SEP 00**

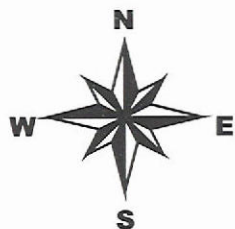
 **Place of use**

 **POD**

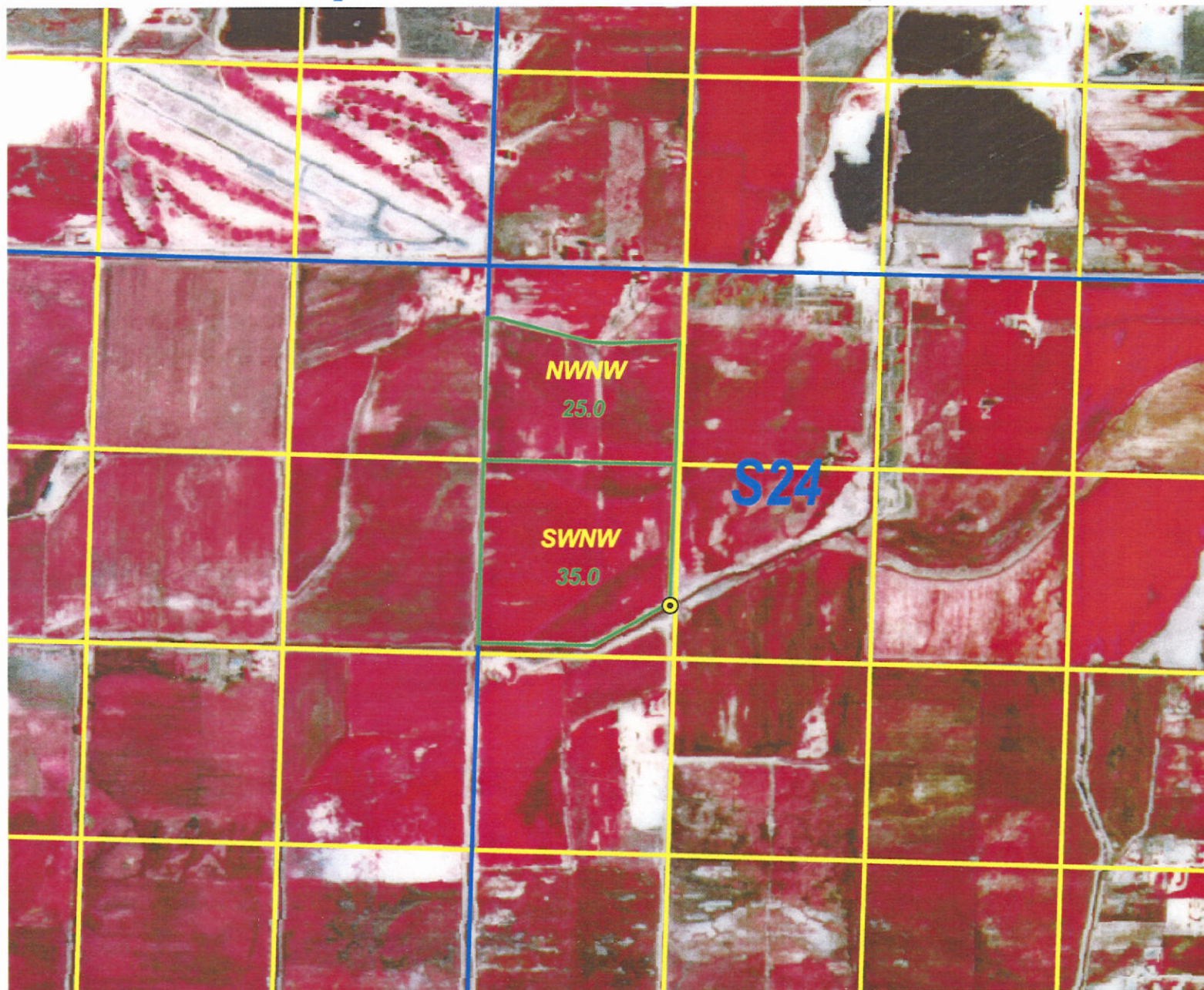
 **SECTION**

 **1/4 1/4**

60 Acres



1987 NAPP



0 0.25 0.5 0.75 1 Miles



**T06N R02W
S24**

Idaho Department of Water Resources

**Claims: 65-02465
Prepared by:
RON HOWERTON
Date: 20 SEP 00**

 **Place of use**

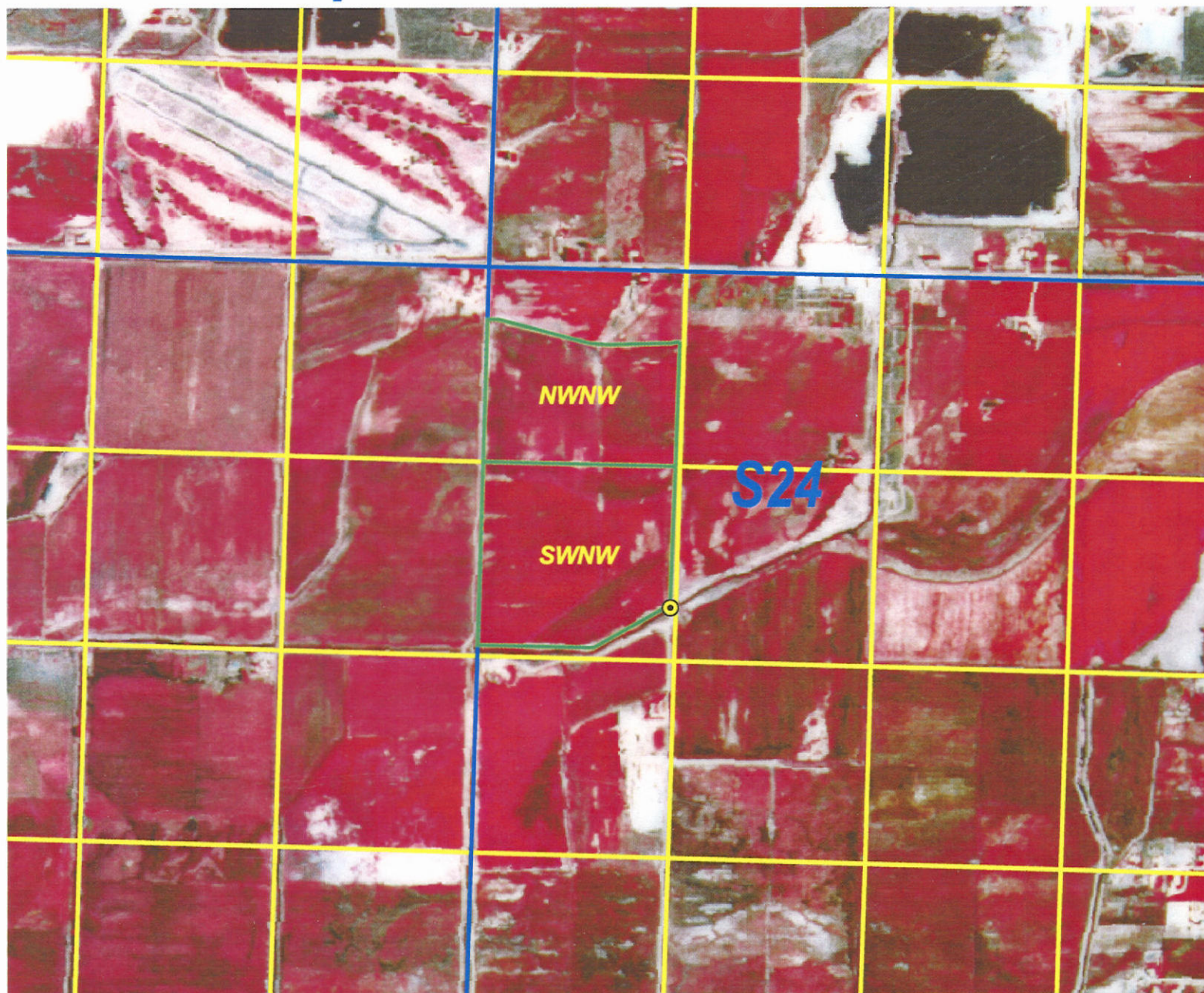
 **POD**

 **SECTION**

 **1/4 1/4**



1987 NAPP

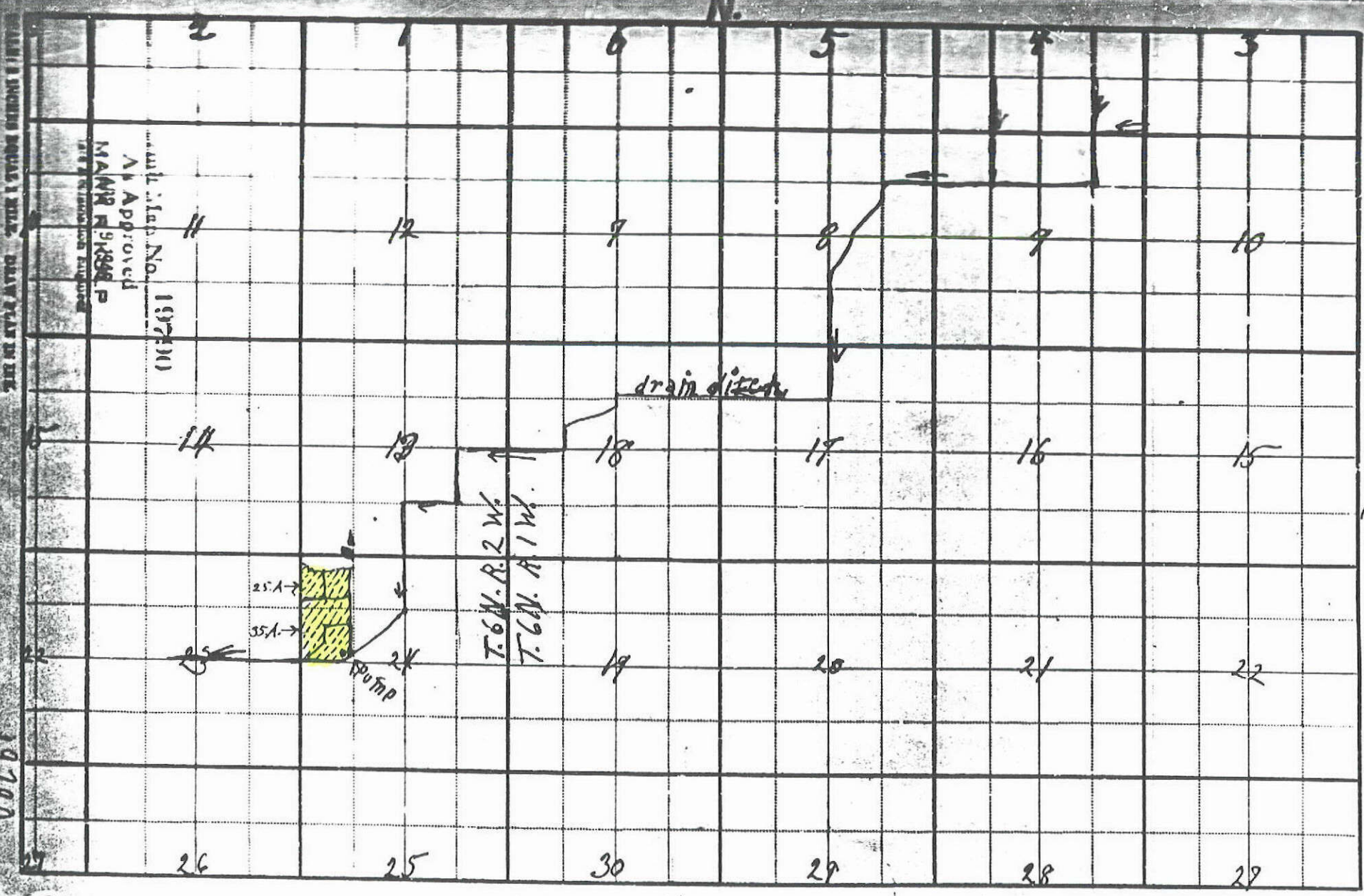


0 0.25 0.5 0.75 1 Miles



NAME OF APPLICANT - *Frank A. Ward (P-19790)*

FORM NO. 0



FROM MICROFILM LCR FILE

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 65-02465
Date Received: 3/7/90
Receipt No: X999999
Received By:

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

1. Name of Claimant(s): LARRY D SAWYER Phone: (208) 365-3784
1120 S PLAZA RD
EMMETT ID USA 83617

MILDRED A SAWYER Phone: (208) 365-3784
1120 S PLAZA RD
EMMETT ID USA 83617

2. Date of Priority: 03/13/1946

3. Source: NORTHSIDE DRAIN Trib. to: TUNNEL NUMBER SEVEN WASTEWAY

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
06N	02W	24	SW NW	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	3/15	11/15	1	

7. Total Quantity Appropriated is:
1 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06N	02W	24	NW NW		IRRIGATION	25
			SW NW		IRRIGATION	35
					Section Acres	60
					Total Acres	60

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:

14. Remarks:

OWNERSHIP CHANGED BY DB 9/21/2000.

15. Basis of Claim: Decreed

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

AUG 04 1999

WATER RESOURCES
WESTERN REGION

RECEIVED

AUG 12 1999

WATER RESOURCES
WESTERN REGION

1. Water Right or Adjudication Claim No(s): A65-02465
2. The following **REQUIRED** information must be submitted with this form:

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

AND

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

OR

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

3. Name and Address of Former Owner/Claimant: Harley A. True and Winifred L. True
4. New Owner/Claimant(s): Larry D. Sawyer and Mildred A. Sawyer
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address: 1120 S. Plaza Road, Emmett, Idaho 83617
City, State and ZIP Code: _____
New Telephone Number: (208) 365-3784
5. Date you acquired the property: 7-12-99

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

Number of acres you irrigate 68 Number and type of stock none at this time

Diversion rate in CFS _____ Number of homes none Other uses _____

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

7. Signature of New Owner or Claimant(s): Larry Sawyer
Mildred A. Sawyer

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this 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.

ALLIANCE

TITLE & ESCROW CORP.

RECEIVED

AUG 12 1999

WATER RESOURCES
WESTERN REGION

Please Reply To: 1022 South Washington Avenue
P.O. Box 622
Emmett, ID 83617
208-365-4486
FAX: 208-365-4541

IDAHO DEPARTMENT OF WATER RESOURCES
2735 Airport Way
Boise, Idaho 83705-5082

ESCROW NO. 3-22310
RE: True to Sawyer
DATE: 8-9-99

In connection with the above numbered Escrow, we enclose the following:

- | | |
|--|------------------|
| ☐ Our check # | In the sum of \$ |
| ☐ Deed recorded | Instrument No. |
| ☐ Deed of Trust recorded | Instrument No. |
| ☐ Note Dated | In the sum of \$ |
| ☐ Title Insurance Policy No. | |
| ☐ Title Insurance Binder | |
| ☐ Copy of Closing Statement | |
| ☐ Copy of Escrow Instructions | |
| ☐ Assignment of Trust Fund | |
| ☐ Change of ownership agreement | |
| ☒ Change Notice for Water Rights. | |
| ☐ | |
| ☒ Memorandum of Contract and Real Estate Purchase Agreement and map. | |

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours very truly,
ALLIANCE TITLE & ESCROW

By: _____



ALLIANCE

TITLE & ESCROW CORP.

MEMORANDUM OF CONTRACT

Inst # 206902
Recorded 7-12-99
WE HEREBY CERTIFY THAT
THIS IS A TRUE & EXACT
COPY OF THE ORIGINAL
ALLIANCE TITLE & ESCROW
LM Jensen

Seller: HARLEY A. TRUE and WINIFRED L. TRUE
1845 Sales Yard Road
Emmett, ID 83617

Buyer: LARRY D. SAWYER and MILLIE A. SAWYER
1120 South Plaza Road
Emmett, ID 83617

Property:

See Exhibit A which is attached hereto and incorporated herein
by reference as if set out in full.

NOTICE IS HEREBY GIVEN that the Seller named herein has entered into a Real Estate Purchase Agreement with the Buyer named herein for the sale of the above-described real property. Completion of the Real Estate Purchase Agreement by the Buyer shall result in the property being conveyed to the Buyer. The recording of a quitclaim deed from Buyer to Seller shall be conclusive proof that the Buyer's interest has been forfeited, that the real estate purchase agreement has been terminated and that the Buyer no longer has any interest in the described property.

DATED this 9th day of July, 1999.

SELLERS:

BUYERS:

Harley A. True
HARLEY A. TRUE

Larry D. Sawyer
LARRY D. SAWYER

Winifred L. True
WINIFRED L. TRUE

Millie A. Sawyer
MILLIE A. SAWYER

STATE OF IDAHO)

) ss.

County of Gem)

On this 9th day of July, 1999, before me, the undersigned, a Notary Public for Idaho, personally appeared HARLEY A. TRUE and WINIFRED L. TRUE, 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.

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



Linda M. Jensen
Notary Public for Idaho
Residing at Emmett, ID

My Commission Expires 6-30-2000

STATE OF IDAHO)

) ss.

County of Gem)

On this 9th day of July, 1999, before me, the undersigned, a Notary Public for Idaho, personally appeared LARRY D. SAWYER and MILLIE A. SAWYER, known to me to be the persons whose names are subscribed to the within 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.



Linda M. Jensen
Notary Public for Idaho
Residing at Emmett, ID

My Commission Expires 6-30-2000

EXHIBIT A

That portion of the W 1/2 of the NW 1/4 of Section 24, Township 6 North, Range 2 West, B.M., Gem County, Idaho, described as follows:

BEGINNING at the Northwest corner of the W 1/2 of the NW 1/4 of Section 24, T. 6 N., R. 2 W., B.M., Gem County, Idaho marked by a brass capped monument; thence
North 89°52'13" East, 80.00 feet, along the North line of said W 1/2 of the NW 1/4; thence
South 00°00'17" West, 353.29 feet to a set 1/2" iron pin with plastic cap PLS 6552; thence
North 89°52'13" East, 1232.57 feet to a set 1/2" iron pin with plastic cap PLS 6552; thence
North 00°08'13" East, 353.30 feet to a point on the North line of said W 1/2 of the NW 1/4; thence
North 89°52'13" East, 12.00 feet, along said North line, to the Northeast corner of said W 1/2 of the NW 1/4 marked by a found 5/8" iron pin; thence
South 00°08'13" West, 2351.63 feet to a point on the Southerly right-of-way line of the Gem County Drainage District No. 1 drainage ditch marked by a set 1/2" iron pin with plastic cap PLS 6552; thence
South 60°39'52" West, 551.36 feet, along said right-of-way line, to a point on the South line of said W 1/2 of the NW 1/4 marked by a set 1/2" iron pin with plastic cap PLS 6552; thence
North 89°43'58" West, 839.33 feet, along said South line to the Southwest corner of said W 1/2 of the NW 1/4 marked by a found brass capped monument; thence
North 00°00'17" East, 2614.83 feet, along the West line of said W 1/2 of the NW 1/4 to the REAL POINT OF BEGINNING.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of this 9 day of July, 1999, by and between HARLEY A. TRUE and WINIFRED L. TRUE, husband and wife, of Emmett, County of Gem, State of Idaho, herein referred to as Seller and LARRY D. SAWYER and MILLIE A. SAWYER, husband and wife, of Emmett, County of Gem, State of Idaho, hereinafter referred to as Buyer.

WITNESSETH

Singular terms used herein shall be read and interpreted as if written in the plural when the agreement so requires or permits. Likewise masculine, neuter and feminine terms shall be interpreted as being interchangeable so as to give reasonable sense and meaning to the terms and covenants herein.

PROPERTY: For and in consideration of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed as follows: Seller hereby agrees to sell to Buyer, and Buyer covenants and agrees to purchase from Seller, the following described real property situated in the County of Gem, State of Idaho, to-wit:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

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

Said tract of land subject to rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

PURCHASE PRICE: It is agreed by and between the parties that the purchase price for said realty, improvements and personal property included in this sale, is the sum of TWO HUNDRED FOUR THOUSAND FIFTY-ONE DOLLARS (\$204,051.00), together with interest on that part of the purchase

price remaining from time to time unpaid at the rate of 7% per annum from the 9th day of JULY, 1999, which is payable as follows:

- (a) The sum of FORTY THOUSAND DOLLARS (\$40,000.00) heretofore paid by Buyers to Sellers;
- (b) The sum of ONE HUNDRED SIXTY-FOUR THOUSAND FIFTY-ONE DOLLARS (\$164,051.00) together with interest thereon at the rate of 7% per annum from the 9th day of JULY, 1999, shall be paid as follows:
 - 1. The sum of \$20,000.00 shall be paid on or before July 9, 2000, and the sum of \$20,000.00 shall be paid on or before July 9th of each year thereafter until the entire deferred principal together with interest is paid in full.
- (d) Each payment shall be applied first to the interest accrued to date of payment and secondly to the principal;
- (e) Buyers shall have the right to prepay all or any portion of the deferred balance of the purchase price at any time. Any prepayment made by the Buyers shall not reduce the amount or alter the frequency or date of payments described hereinabove;

POSSESSION: It is agreed that Buyers shall take possession of said property upon the date of closing, and shall thereafter be entitled to retain and enjoy said property so long as Buyers comply with the conditions and provisions of this agreement.

WASTE: It is agreed that the Buyer, at Buyer's own expense, will keep the improvements on said property in good condition and repair, reasonable wear and tear excepted, and that Buyer shall not commit nor permit waste or damages thereto or thereof.

TAXES AND ASSESSMENTS: All taxes and assessments levied and assessed on said described premises for the years prior to 1999 shall be paid by the Seller. All taxes now or hereafter levied and assessed on said premises for the year 1999 shall be prorated between the parties as of the 1st day of JANUARY, 1999, each party to pay their proportionate share thereof. All taxes and assessments levied and assessed on said premises for the years subsequent

to the year 1999 shall be paid by the Buyer before the same become delinquent.

PERSONAL PROPERTY: It is agreed that that the personal property being sold hereby consists of a 5-hp. Irrigation pump and that no other personal property is included in this sales transaction.

PREMISES INSPECTED: Buyer represents that it has inspected the premises and all parts thereof and accepted the same AS IS and that there are no warranties, expressed or implied except as herein specified, if any. It is further specifically provided that neither the Seller, nor its assigns, shall be held to any covenant respecting the condition of any improvements on said property or to any agreement for alteration, improvements or repairs not included in this Agreement.

Said property is conveyed AS IS as to existing boundary fences, if any, after reasonable inspection by the Buyer and the Seller does not make any representations or warranties as to the qualifications or suitability of said land for any purpose.

ESCROW: It is agreed that ALLIANCE TITLE & ESCROW COMPANY shall act as escrow agent for each of said parties and that the initial escrow deposit fee shall be paid by Seller, and that all subsequent escrow collection and disbursement charges shall be paid by Buyer.

The escrow instructions shall constitute directions and instructions to said escrow agent with respect to such escrow agent. The said deferred balance of the purchase price and interest thereon shall be paid by the Buyer to said escrow agent to the credit of the Seller.

WARRANTY DEED: Seller shall deposit with the escrow agent hereunder a good and sufficient warranty deed conveying said property to the Buyer which instrument shall be delivered to the Buyer upon final payment under the terms of this Agreement, as herein mentioned; or upon default hereunder, as hereinafter provided, redelivered to Seller.

QUITCLAIM DEED: Buyer shall deposit with the escrow holder hereunder a quitclaim deed reconveying the subject property to Seller, and it is agreed that in the event of default by Buyer, not cured within the time herein provided after

notice of default, the escrow agent is authorized to deliver said quitclaim deed to Seller to be recorded, in order that any interest Buyer may have had in the subject property may be cleared of record. The recording of such quitclaim deed from Buyer to Seller shall be conclusive proof, as against the Buyer, and Buyer's heirs, personal representatives, successors and assigns, that Buyer has defaulted in the performance of this Agreement and that all procedures set forth herein for sending notice of default, rescission of this Agreement and the termination of Buyer's rights to continue the purchase and a continued possession of the property, have been fully and completely complied with by Seller, it being recognized and agreed that if Buyer claims any defect in such notice of default or procedures, or if Buyer claims an equitable interest in the property described herein, Buyer shall and must commence a legal action to assert such claims, if any, prior to the expiration of the time herein provided for correcting defaults and deliver of said quitclaim deed by the escrow agent after notice of default is given as herein provided, and unless said action is commenced within such period of time, all such claims are waived by Buyer. If Buyer shall not default in performance of this agreement, said quitclaim deed shall be delivered to Buyer along with the other documents held in escrow to which Buyer shall be entitled, and Buyer shall destroy said quitclaim deed.

INSURANCE: It is agreed that this land is bare ground with no improvements and that Buyer is not required to maintain insurance on said property.

GRAVEL MINING: If Buyer mines gravel on the property being purchased, Buyer shall pay such additional amount as may be needed so that the total amount paid on the principal owing hereunder equals the value of the number of acres being mined at the rate of \$3,000.00 per acres.

FENCE: Buyer shall build the property line fences at Buyer's own expense on the west boundary and east boundary of the property being purchased. Buyer and Seller shall share equally in the cost of building the boundary line fence on the south boundary.

TITLE INSURANCE: Seller shall furnish to the Buyer within thirty (30) days after the execution hereof, preliminary title report or commitment for the purpose of issuance of a title insurance policy insuring title to said premises for conveyance to the Buyer in an amount of the total purchase price set forth in this agreement. If such preliminary report shall not commit such title insurance company to insure title to said premises without exception, excepting those set forth in this agreement, and the standard exceptions of such title insurance policy, then the Buyer shall, in writing, set forth the particulars wherein such preliminary report shall not commit such title insurance company to so insure title and Seller upon receiving such notice shall diligently undertake and consummate such acts and proceedings to cause title insurance to be issued insuring such title as herein set forth, such proceedings to be completed within six (6) months after receipt of such notice. Title defects not specified in such notice or within twenty (20) days after receipt by the Buyer of a preliminary report will be deemed to have been waived by the Buyer and the title insurance policy shall be furnished within twenty (20) days after the expiration of the period for objections or within twenty (20) days after such objections have been removed. Buyer shall pay for said title insurance policy.

ENCUMBRANCE: It is understood and agreed between the parties that the above described premises are subject to the following encumbrances: NONE.

RESERVED: It is expressly agreed that title to the said property and any improvements thereon, or to be placed thereon, is specifically reserved in the Seller until Buyer complies with all covenants herein contained or assumed.

MEMORANDUM OF CONTRACT: The parties agree that a memorandum of contract shall be signed by the parties and recorded.

LIENS: It is agreed that the parties shall not suffer or allow any liens to be placed on said property during the term of this agreement, without first obtaining written permission of the other party. It is agreed and understood that the Buyer is not acting as the agent or servant of the Seller and the Buyer does further agree that it will not hold itself out to be the agent or servant of Seller.

TIME IS OF THE ESSENCE AND DEFAULT: Time and punctuality of payment are of the essence and a material part of this agreement; and in the event Buyer shall default in the performance of the terms of this agreement, Seller shall cause notice in writing to be given to Buyer, specifying the manner in which such default occurred. Said notice shall be given in accordance with the escrow instructions. The notice shall be addressed to Buyer at 1120 South Plaza Road, Emmett, ID 83617, or such other address as Buyer shall request in writing, and the notice shall be served upon the Buyer by depositing the notice in any United States Post Office, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the Post Office as aforesaid. If Buyer shall fail to cure such default within thirty (30) days after the service of such notice as aforesaid, then Seller may elect to:

a. Declare the entire unpaid balance on the agreement, including principal, interest, taxes, assessments, attorney fees and any other sums owing Seller to be immediately due and owing and

b. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due Buyer to Seller and to foreclose this agreement as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho, relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyer of election to pursue this course of action is required prior to suit, or

(2) Declare this agreement to be terminated due to said default. In that event, this agreement shall be immediately terminated and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this agreement. In that event, Buyer agrees to immediately surrender the possession of the premises and to any improvements made thereon, which improvements shall attach to and become a part of the real property and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election terminate the agreement shall be

given and Buyer agrees to immediately vacate the premises upon receipt of the notice.

c. To pursue any other remedy in law or equity to enforce the performance of this agreement, or to recover damages for breach thereof.

d. In the event that it becomes necessary for either of the parties to place this agreement in the hands of an attorney for enforcement of its rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorney fee incurred by the prevailing party, and shall further pay the costs of preparation and service of any default, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Seller of any payments of the principal, interest or repayment of any taxes after the same may have been past due, or after Buyer may have defaulted under this agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Seller to Buyer under this agreement shall not in any wise be deemed or construed or considered as waiving or surrendering any of the conditions or covenants of this agreement or of any subsequent default that may be made by the Buyer. It is further expressly agreed that any delay in enforcing the performance of any of the provisions of this agreement shall not operate to waive, or be a waiver of, the right of Seller to enforce any provisions of this agreement, in accordance with its terms.

ATTORNEY FEES: The parties acknowledge that this agreement and other documents in connection with this transaction were prepared by an attorney for the Seller, and that Buyer was invited to seek its own legal counsel. The parties agree that Seller paid the costs of preparation thereof and that Buyer shall reimburse Seller for one-half of her costs.

HEIRS AND ASSIGNS: This agreement shall be binding upon the heirs, administrators, executors, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused their names to be written, all as of the date and year herein first above written.

SELLERS:

Harley A. True
HARLEY A. TRUE

HARLEY A. TRUE

Winifred L. True
WINIFRED L. TRUE

WINIFRED L. TRUE

BUYERS:

Larry D. Sawyer
LARRY D. SAWYER

LARRY D. SAWYER

MILLIE A. SAWYER

MILLIE A. SAWYER

STATE OF IDAHO

1

1

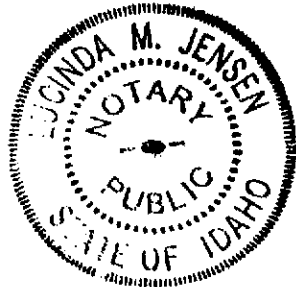
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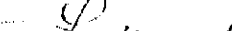
County of Gem

i

On this 9th day of July, 1999, before me, the undersigned, a Notary Public for Idaho, personally appeared HARLEY A. TRUE and WINIFRED L. TRUE, 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.

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 for Idaho
 Residing at Emmett, ID
 My Commission Expires 6-30-2000

Notary Public for Idaho

Residing at Emmett, ID

My Commission Expires 6-30-2000

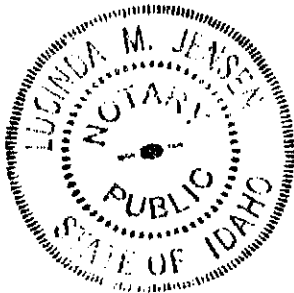
STATE OF IDAHO)

) ss.

County of Gem)

On this 9th day of July, 1999, before me, the undersigned, a Notary Public for Idaho, personally appeared LARRY D. SAWYER and MILLIE A. SAWYER, 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.

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



Lucinda M. Jensen
Notary Public for Idaho

Residing at Emmett, ID

My Commission Expires

6.30.2000

EXHIBIT A

That portion of the W 1/2 of the NW 1/4 of Section 24, Township 6 North, Range 2 West, B.M., Gem County, Idaho, described as follows:

BEGINNING at the Northwest corner of the W 1/2 of the NW 1/4 of Section 24, T. 6 N., R. 2 W., B.M., Gem County, Idaho marked by a brass capped monument; thence
North 89°52'13" East, 80.00 feet, along the North line of said W 1/2 of the NW 1/4; thence
South 00°00'17" West, 353.29 feet to a set 1/2" iron pin with plastic cap PLS 6552; thence
North 89°52'13" East, 1232.57 feet to a set 1/2" iron pin with plastic cap PLS 6552; thence
North 00°08'13" East, 353.30 feet to a point on the North line of said W 1/2 of the NW 1/4; thence
North 89°52'13" East, 12.00 feet, along said North line, to the Northeast corner of said W 1/2 of the NW 1/4 marked by a found 5/8" iron pin; thence
South 00°08'13" West, 2351.63 feet to a point on the Southerly right-of-way line of the Gem County Drainage District No. 1 drainage ditch marked by a set 1/2" iron pin with plastic cap PLS 6552; thence
South 60°39'52" West, 551.36 feet, along said right-of-way line, to a point on the South line of said W 1/2 of the NW 1/4 marked by a set 1/2" iron pin with plastic cap PLS 6552; thence
North 89°43'58" West, 839.33 feet, along said South line to the Southwest corner of said W 1/2 of the NW 1/4 marked by a found brass capped monument; thence
North 00°00'17" East, 2614.83 feet, along the West line of said W 1/2 of the NW 1/4 to the REAL POINT OF BEGINNING.

RECORD OF SURVEY

OF A PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, BOISE MERIDIAN
GEM COUNTY, IDAHO

Instr. No.: _____

STATE OF IDAHO } ss.
COUNTY OF GEM }

Recorded at the request of
Tri County Surveying, Inc.

Time: _____

Date: _____

Instr. No.: _____

Recorded as a Survey

Susan K. Howard, Clerk
Ex-officio Recorder

Deputy

Fee: \$5.00

Courtesy of
Alliance Title & Escrow Company

This sketch is made solely for the purpose of
assisting in locating said premises; and the
Company assumes no liability for variations, if
any, in dimensions and location ascertained by
actual survey.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH
LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 WEST, BOISE
MERIDIAN, i.e. N 89°52'13" E

LEGEND:

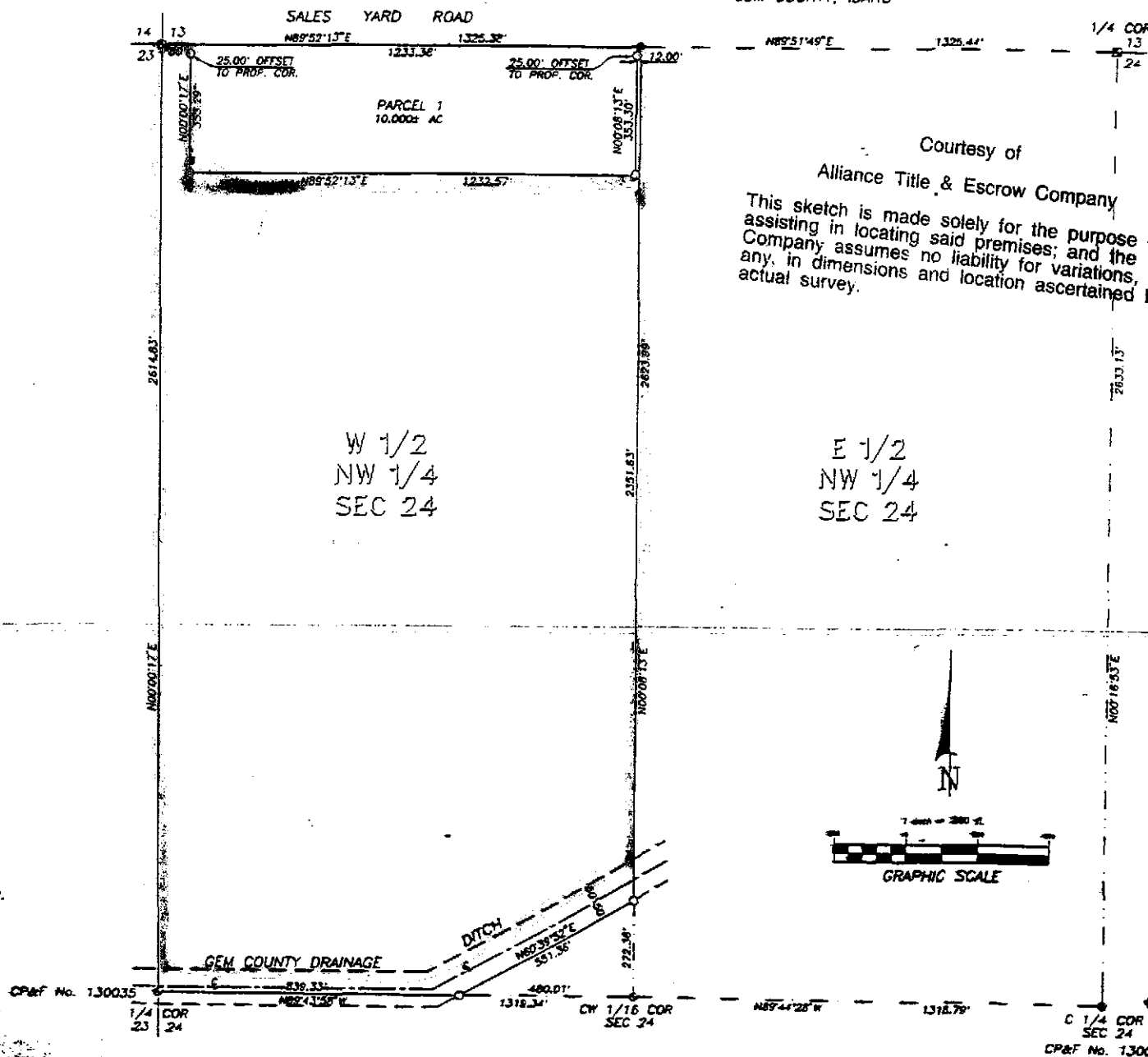
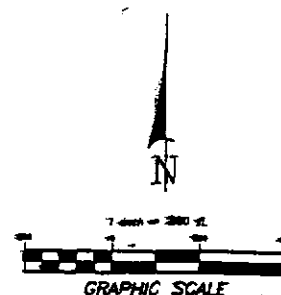
- ⊙ FOUND BRASS CAP MONUMENT
- ⊙ FOUND ALUMINUM CAP MONUMENT
- ⊙ FOUND 5/8" IRON PIN
- SET 1/2" IRON PIN W/PLASTIC CAP PLS 6552

NOTE:

1. TRI COUNTY SURVEYING, INC. ASSUMES NO LIABILITY FOR PRESENT OR
FUTURE COMPLIANCE OR NON-COMPLIANCE WITH COUNTY PLANNING AND
ZONING ORDINANCE RESTRICTIONS AS THEY PERTAIN TO BUILDING PERMITS
AND THE ASSUMANCE THEREOF.
2. THE RIGHT-OF-WAY WIDTH FOR THE DRAINAGE DITCH WAS PROVIDED
BY JOHN MASON OF GEM COUNTY DRAINAGE DISTRICT NO. 1.

SURVEY FOR:

HARLEY A. TRUE
1845 SALES YARD ROAD
EMMETT, ID 83617
PHONE: (208) 365-4903



TRI COUNTY SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 974
703 No. WASHINGTON AVE.
EMMETT, IDAHO 83617
Phone: (208) 365-7470

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: 65-02465
DATE RECEIVED: 3-7-90
RECEIPT NO: X999999
RECEIVED BY: -----

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
MAR 07 1990

1. NAME: HARLEY A. TRUE
ADDRESS: 1845 SALESYARD RD.
EMMETT, ID

83617

NAME: WINIFRED L. TRUE
ADDRESS: 1845 SALESYARD RD.
EMMETT, ID

83617

Department of Water Resources

2. DATE OF PRIORITY: MAR 13, 1946

3. SOURCE: NORTHSIDE DRAIN

TRIB. TO: TUNNEL NUMBER SEVEN WASTEW

4. POINT OF DIVERSION:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4 OF	1/4	LOT	COUNTY
06N	02W	24	SW	NW			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	1.000		

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

A.F.A.

8. TOTAL CONSUMPTIVE USE IS

ACRE FEET PER ANNUM.

9. NON-IRRIGATION USES:

65-02465

PAGE 1

DATE: 10/28/89

4659

MICROFILMED
SEP 18 1992

10. PLACE OF USE:

TOWNSHIP	RANGE	SECTION	1/4 OF	1/4	LOT	USE	ACRES
06N	02W	24	NW	NW		IRR	25.0
			SW	NW		IRR	35.0
SECTION ACRES							60.0
TOTAL ACRES							60.0

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:

15. BASIS OF CLAIM: DECREEED
CASE NUMBER:
COURT: :
DECREE DATE: 1/21/1986

STATE OF IDAHO
DECREE PLAINTIFF

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

RECEIVED

JAN 22 1990

16. SIGNATURE(S)

(A.) BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED, READ AND UNDERSTAND THE FORM ENTITLED "HOW YOU WILL RECEIVE NOTICE IN THE SNAKE RIVER BASIN ADJUDICATION." (B.) I/WE DO _____ DO NOT X WISH TO RECEIVE AND PAY A SMALL ANNUAL FEE FOR MONTHLY COPIES OF THE DOCKET SHEET.

NUMBER OF ATTACHMENTS: _____

FOR INDIVIDUALS:

I/WE DO SOLEMNLY SWEAR OR AFFIRM THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF CLAIMANT(S): Harley A. True DATE: 1-13-90

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 Gern) SS.
_____)

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 13 DAY

OF January 19 90

SEAL

Rosemarie Evans
NOTARY PUBLIC

RESIDING AT Emmett

MY COMMISSION EXPIRES Sept. 1991

65-02465

PAGE

3

DATE: 10/28/89

4661

MICROFILMED

SEP 18 1992



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

RIGHT NUMBER: 65-2465

NAME AND ADDRESS: LARRY D SAWYER
1120 S PLAZA RD
EMMETT ID 83617

MILDRED A SAWYER
1120 S PLAZA RD
EMMETT ID 83617

SOURCE: NORTHSIDE DRAIN

TRIBUTARY: TUNNEL NO. SEVEN
WASTEWAY

QUANTITY: 1.00 CFS

PRIORITY DATE: 03/13/1946

POINT OF DIVERSION:

T06N R02W S24 SWNW Within GEM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

3/15 11/15

1.000 CFS

PLACE OF USE:

IRRIGATION Within GEM County

T06N R02W S24

NWNW

25.0

T06N R02W S24

SWNW

35.0

60 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: Decreed

AJ5809NP
No. A65-02465

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/21/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HARLEY A TRUE	03/13/1946	IRRIGATION	03-15 11-15	1.000 CFS	
C	WINIFRED L TRUE					
	1845 SALESYARD RD			TOTAL DIVERSION:	1.000 CFS	
	EMMETT ID 83617					

Water Source: NORTHSIDE DRAIN

Tributary to: TUNNEL NUMBER SEVEN WASTEWAY

Stage: DECREED

Point(s) of Diversion: T06N R02W S24

SWNW

GEM County

Place of use Legal Description for: IRRIGATION

NE												NW				SW				SE				
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
			:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	
06N	02W	24	:					:			25	35	:					:					:	60.0
																							TOTAL ACRES	60.0

POU County: GEM

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:
Presumption Flag:

218

WR5809NP
No. 65-02465

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 09/14/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HARLEY A. TRUE	03/13/1946	IRRIGATION	03/15 11/15	1.000 CFS	
C	WINIFRED L. TRUE 1845 SALESYARD RD. EMMETT ID 83617			TOTAL DIVERSION:	1.000 CFS	

Water Source: NORTHSIDE DRAIN

Tributary to: TUNNEL NUMBER SEVEN WASTEWAY

Stage: DECREED

Point(s) of Diversion: T06N R02W S24 SWNW

GEM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
---	---	---		---	---	---	---	:	---	---	---	---	:	---	---	---	---	:	---	---	---	---	:	---
06N	02W	24	:					:		25	35		:					:					:	60.0
																							TOTAL ACRES	60.0

Pou County: GEM

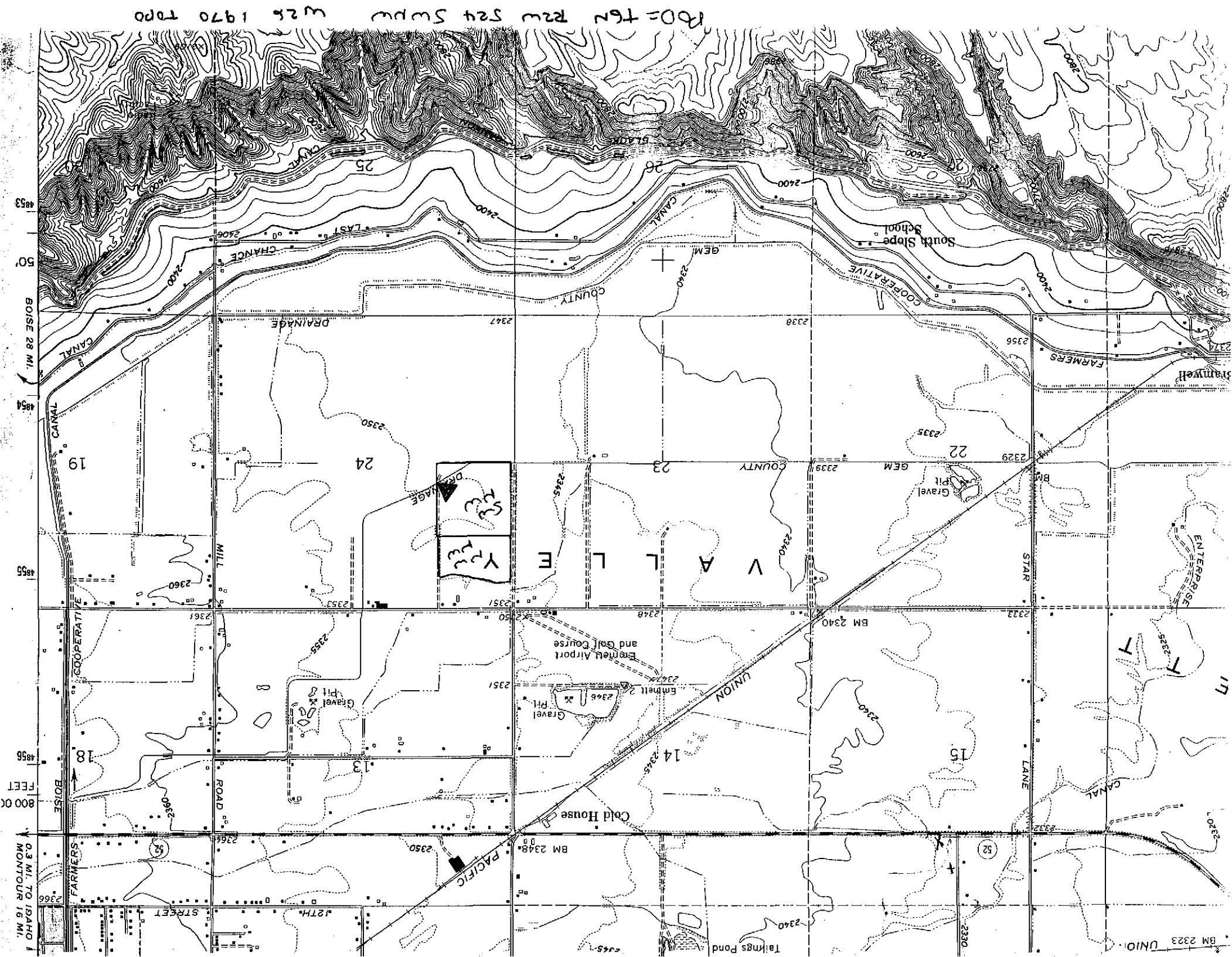
Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
65-02646

Other Water Rights Listing Overlapping Place(s) of use:
65-03336 65-03337

Dates:	App. Received:	Priority Date:	03/13/1946
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: Water District Number: 65 Field Exam Fee:

Audit: 04/02/86 04/30/88 CONVERT 08/10/89 CURTIS



**T06N R02W
S24**

Idaho Department of Water Resources

Claims: 65-02465

Prepared by:

RON HOWERTON

Date: 20 SEP 00

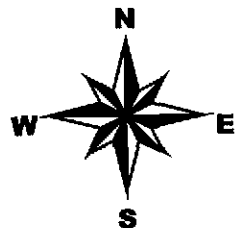
 **Place of use**

● **POD**

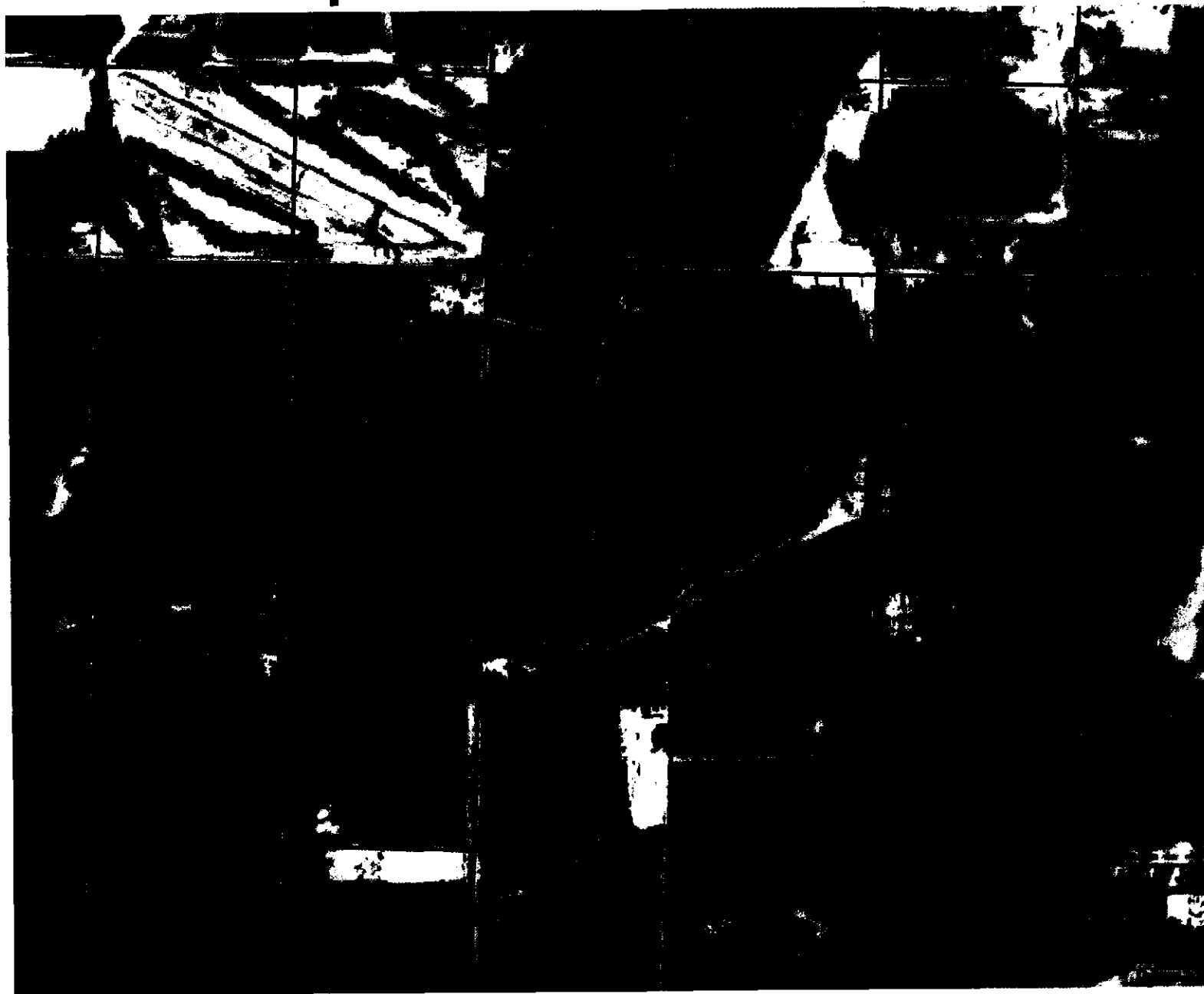
 **SECTION**

 **1/4 1/4**

60 Acres



1987 NAPP



**T06N R02W
S24**

Idaho Department of Water Resources

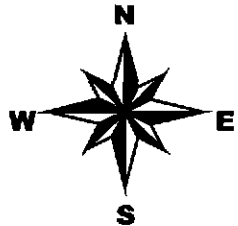
**Claims: 65-02465
Prepared by:
RON HOWERTON
Date: 20 SEP 00**

 **Place of use**

 **POD**

 **SECTION**

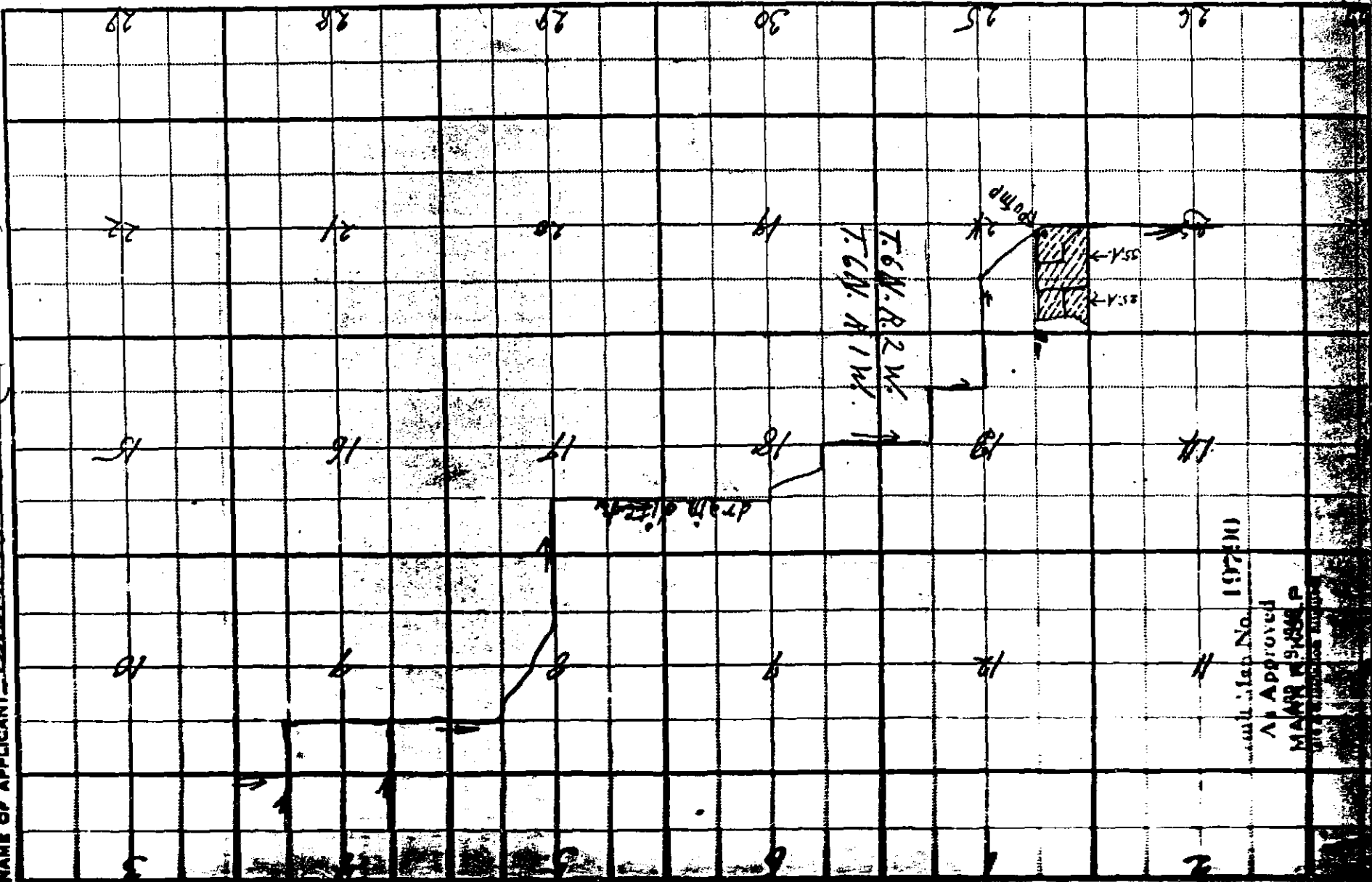
 **1/4 1/4**



1987 NAPP



NAME OF APPLICANT - Frank H. Ward (P-19790)



Submission No. (19790)

AP Approved

MAKER 19790 P

10/10/79

FROM INFORMATION LC FILE

65-2465

Jan 3/14/77 JKN



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

September 21, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

LARRY D SAWYER
MILDRED A SAWYER
1120 S PLAZA RD
EMMETT ID 83617

Re: Notice of Claim to a Water Right No. A65-02465

Dear Claimants:

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water right(s) 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.

Thank you for your patience and cooperation, as we have had several ownership changes to process. 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 "Denise Buffington".

Denise Buffington
Office Specialist I
Adjudication Section
Western Region Office

DB:db

Enclosure



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

August 4, 1999

ALLIANCE TITLE & ESCROW CORP
1022 S WASHINGTON
PO BOX 622
EMMETT ID 83617

RE: Notice of Change of Water Right Ownership No. A65-02465,
Larry D and Mildred A Sawyer

To Whom It May Concern:

Enclosed is a copy of the Notice of Change of Water Right Ownership for Larry D and Mildred A Sawyer, that was recently submitted to our office. However, we cannot continue to process the ownership change without proof of ownership. This proof can be a copy of a Warranty Deed(s), sales contract or tax assessment in the name of Larry D and/or Mildred A Sawyer, which includes the legal description of the property by $\frac{1}{4}$ $\frac{1}{4}$, Section, Township and Range.

Please submit a copy of the proof of ownership, and we will be able to complete the ownership change.

Thank you for your patience and cooperation. Feel free to contact our office if you have any questions concerning this letter.

Sincerely,

Adjudication Section
Western Region
(208) 334-2190

DB:d

Enclosures

ALLIANCE

TITLE & ESCROW CORP.

Please Reply To: 1022 South Washington Avenue
P.O. Box 622
Emmett, ID 83617
208-365-4486
FAX: 208-365-4541

IDAHO DEPARTMENT OF WATER RESOURCES
2735 Airport Way
Boise, Idaho 83705-5082

ESCROW NO. 3-22310
RE: True to Sawyer
DATE: 8-3-99

In connection with the above numbered Escrow, we enclose the following:

- | | |
|---|------------------|
| ☐ Our check # | In the sum of \$ |
| ☐ Deed recorded | Instrument No. |
| ☐ Deed of Trust recorded | Instrument No. |
| ☐ Note Dated | In the sum of \$ |
| ☐ Title Insurance Policy No. | |
| ☐ Title Insurance Binder | |
| ☐ Copy of Closing Statement | |
| ☐ Copy of Escrow Instructions | |
| ☐ Assignment of Trust Fund | |
| ☐ Change of ownership agreement | |
| ☒ Change Notice for Water Rights. | |
| ☐ | |
| ☐ | |

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours very truly,
ALLIANCE TITLE & ESCROW

By: 

ALLIANCE

TITLE & ESCROW CORP.

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

RECEIVED
AUG 04 1999

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 or Adjudication Claim No(s): A65-02465
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a **USDA Farm Service Agency AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: Harley A. True and Winifred L. True
4. New Owner/Claimant(s): Larry D. Sawyer and Mildred A. Sawyer
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address: 1120 S. Plaza Road, Emmett, Idaho 83617
City, State and ZIP Code: _____
New Telephone Number: (208) 365-3784
5. Date you acquired the property: 7-12-99
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 68 Number and type of stock none at this time
Diversion rate in CFS _____ Number of homes none Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s):
Larry Sawyer
Mildred A. Sawyer
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this 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.

Rec'd 8/4/99 w/
the ownership change.

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: A65-02465

Date Received:

Receipt No: _____

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HARLEY A. TRUE
Address: 1845 SALESYARD RD.
EMMETT, ID

83617

Name: WINIFRED L. TRUE
Address: 1845 SALESYARD RD.
EMMETT, ID

83617

2. Date of Priority: MAR 13, 1946

3. Source: NORTHSIDE DRAIN

Trib. to: TUNNEL NUMBER SEVEN WASTE

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	02W	24	SW	NW			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	1.000		

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

A.F.A.

8. Total consumptive use is

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	24	NW	NW		IRR	25.0
			SW	NW		IRR	35.0
						Section Acres	60.0
						Total Acres	60.0

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:

14. Remarks:

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

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 _____