

Idaho Department of Water Resources

**T10N R04E
S34**

Claim(s) 65-03226B&
65-11236B

Owner(s) KOCH

Prepared by:

Ron Howerton

Date: 10 DEC 99

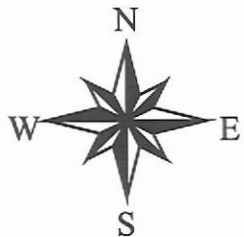
 Place of use

 POD

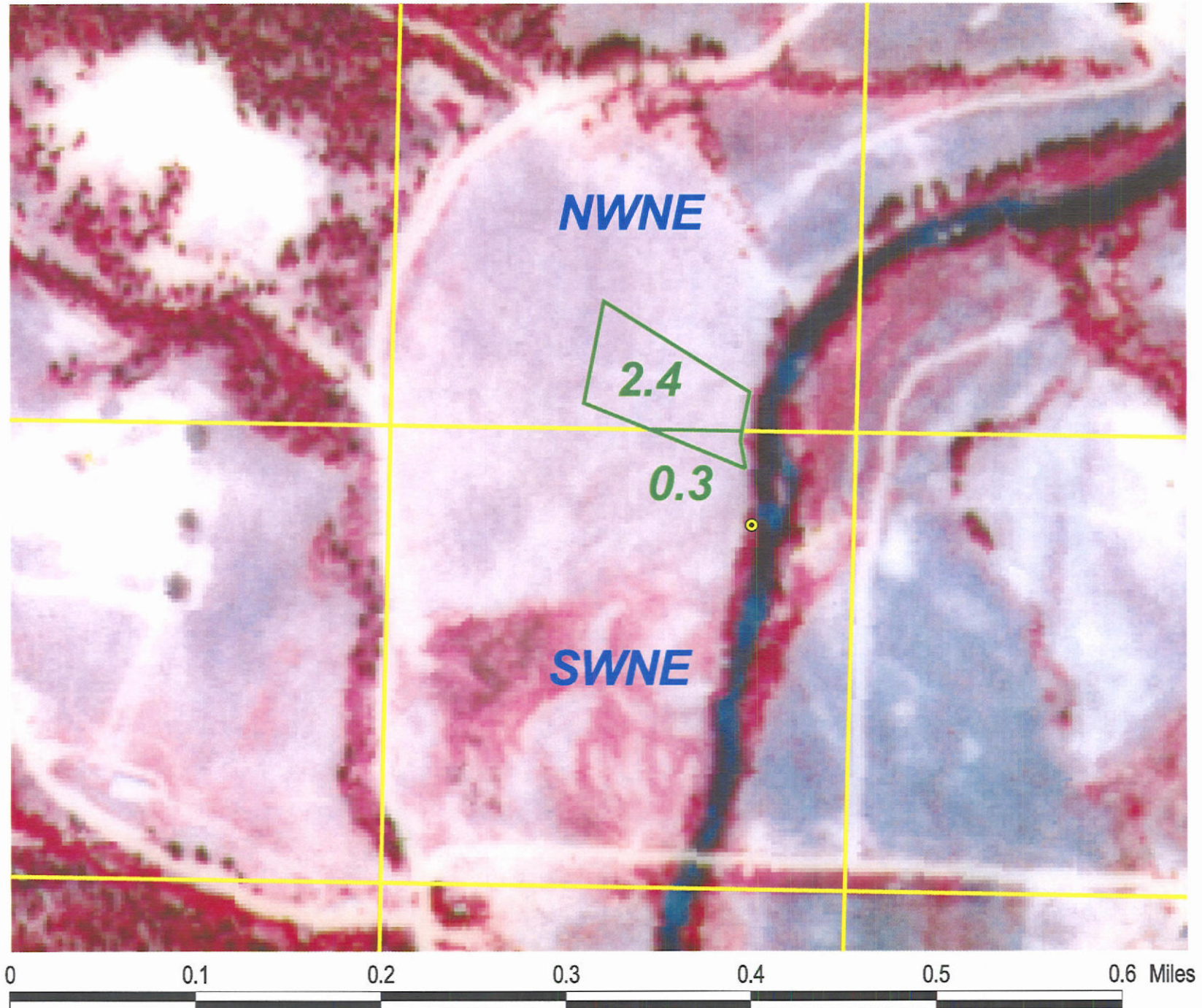
 SECTION LINES

 1/4 1/4 LINES

Acres



1987 NAPP



Idaho Department of Water Resources

**T10N R04E
S34**

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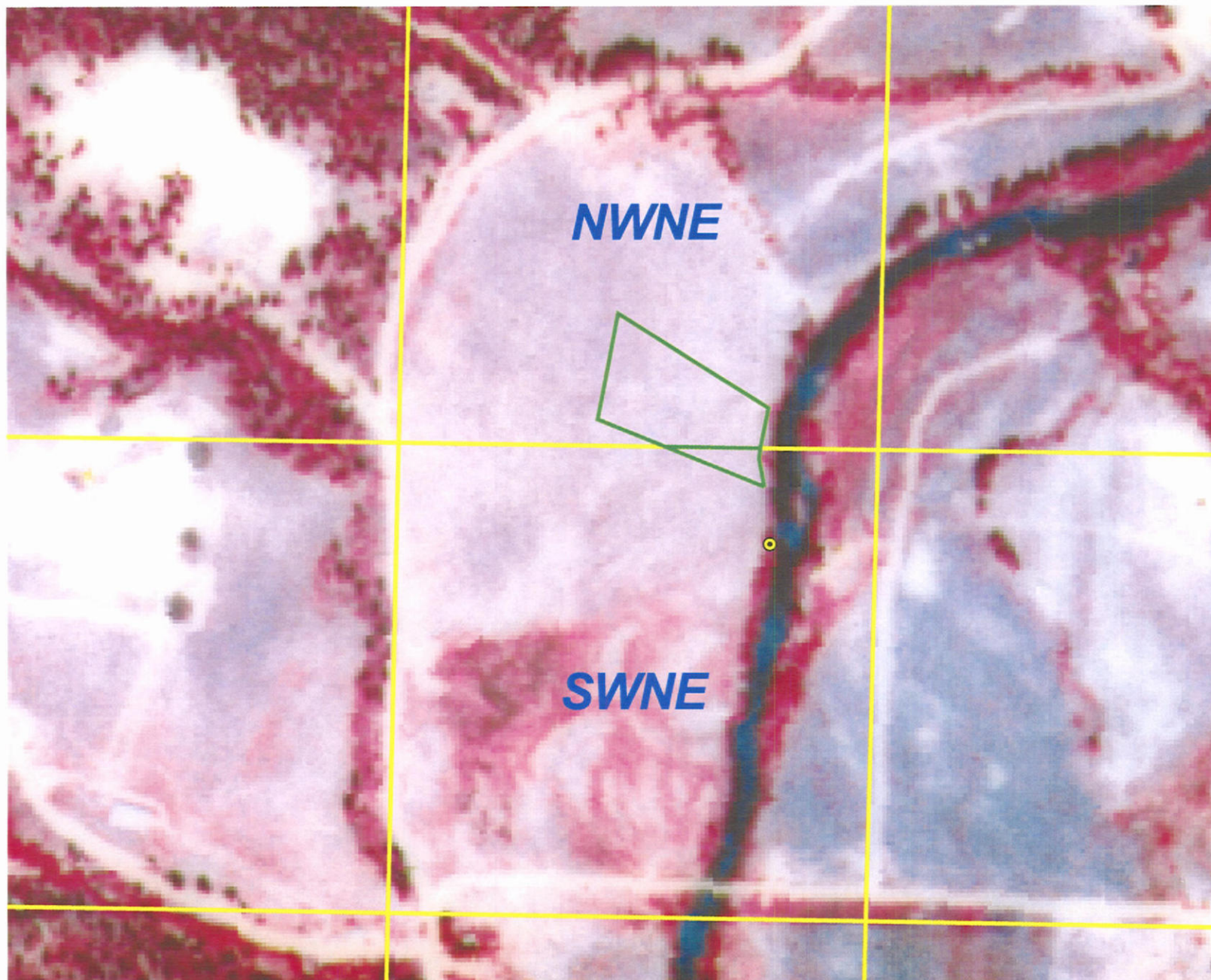
Date: 10 DEC 99

 Place of use

 POD

 SECTION LINES

 1/4 1/4 LINES

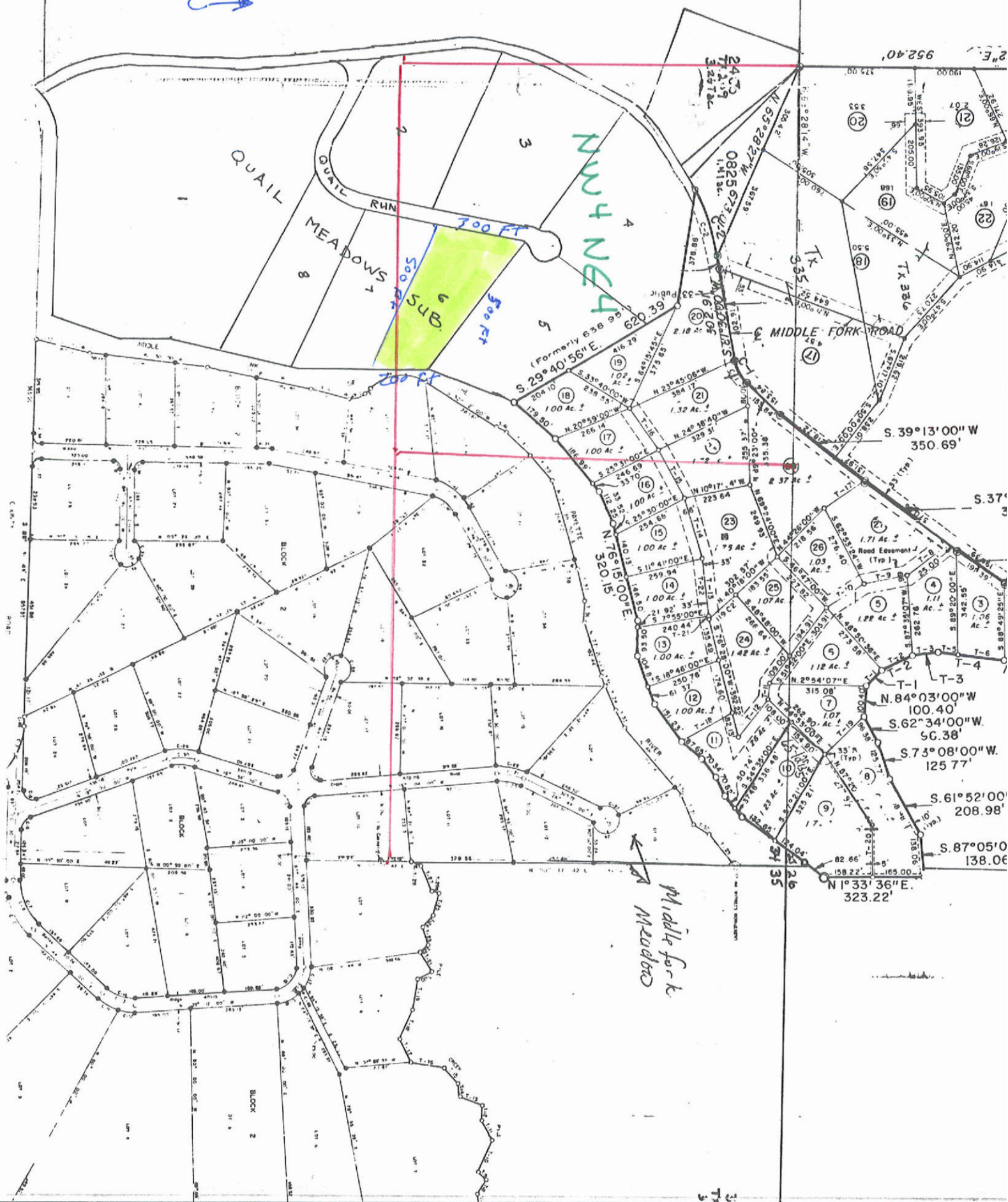


1987 NAPP



BOISE CITY TAX MAP
REV. 8/18/87

TION R4E S34
NWNE



CLAIMS/RTS
65-03226A
65-03226B

[illegible]

STATE OF IDAHO
DEPARTMENT OF REVENUE

CERTIFICATE OF CHANGE OF POINT OF DIVERSION OF HIGHWAY WATER RIGHT

No. 218.

THIS IS TO CERTIFY That H. B. GILLES, ofampa, Idaho, as the owner of and using a certain water right from Scriver Creek in the amount of 0.728 cubic foot per second, with priority of July 23, 1883, said water right being decreed to Bayard K. Frost by decree of Judge Clinton H. Harrison of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, in the case of

ROBERT A. SCRIVER, ET AL.,

Plaintiffs,

vs.

GEORGE D. FISHER, ET AL.,

Defendants.

said decree bearing date of February 3, 1928, and the water being apportioned to the following described lands to-wit:

Fraction of the NW 1/4 and SW 1/4 Section 36, Township 10 North,
Range 4 East, N. 1.

That said Decree has been entered in the records of the Department of Re-
clamation of the State of Idaho, at Boise, Idaho, in Volume 5 of Decrees beginning
at Page 464.

That said H. B. Gilles has become the owner of said water right through
purchase.

And that now, upon the application of H. B. Gilles, ofampa, Idaho, for
Certificate of Change of Point of Diversion of 0.728 cubic foot per second of the
waters of Scriver Creek, made before the State Reclamation Engineer of the State
of Idaho, and said application having been granted, the right to change such point
of diversion is HEREBY GRANTED.

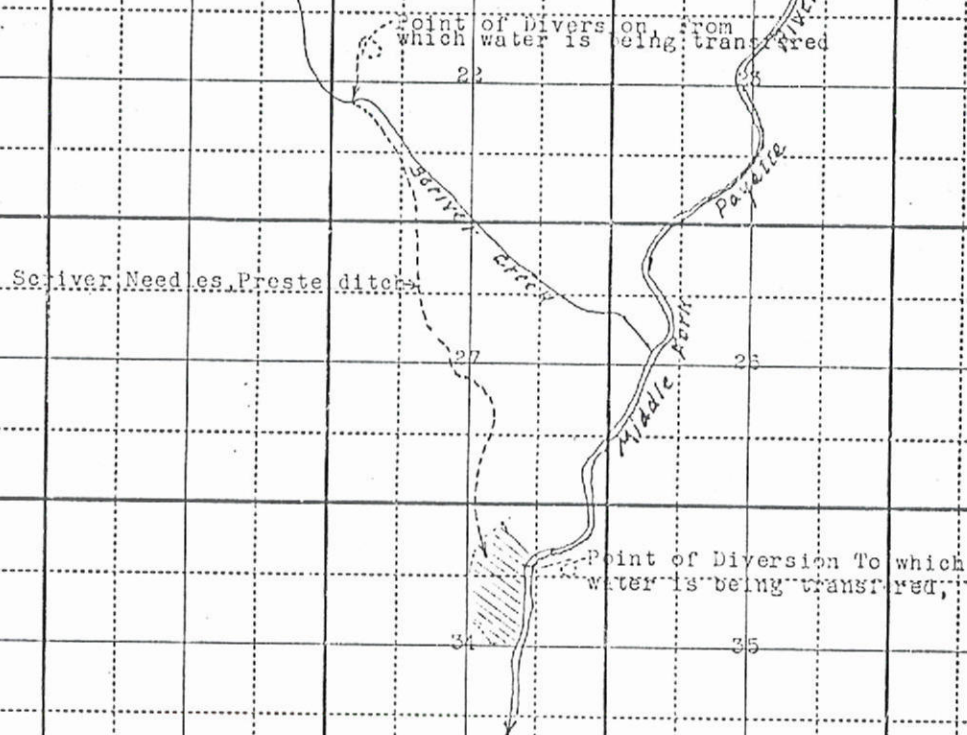
That said change of point of diversion shall not modify in effect said
decreed water right, or place of use. Said water is to be limited at any given time
to an amount actually and beneficially used for such purposes and shall not exceed the
following amount, to-wit:

0.728 cubic foot per second with priority of July 23, 1883.

That said water right is apportioned to the lands above described.

To accompany application of change in point of diversion,
in the name of H.B. Giese, of Nampa, Idaho.

Twp. 10.N. R. 4.E.



This sketch is for location purposes only. The Company assumes no liability for variations.

PIONEER TITLE COMPANY
of Ada County

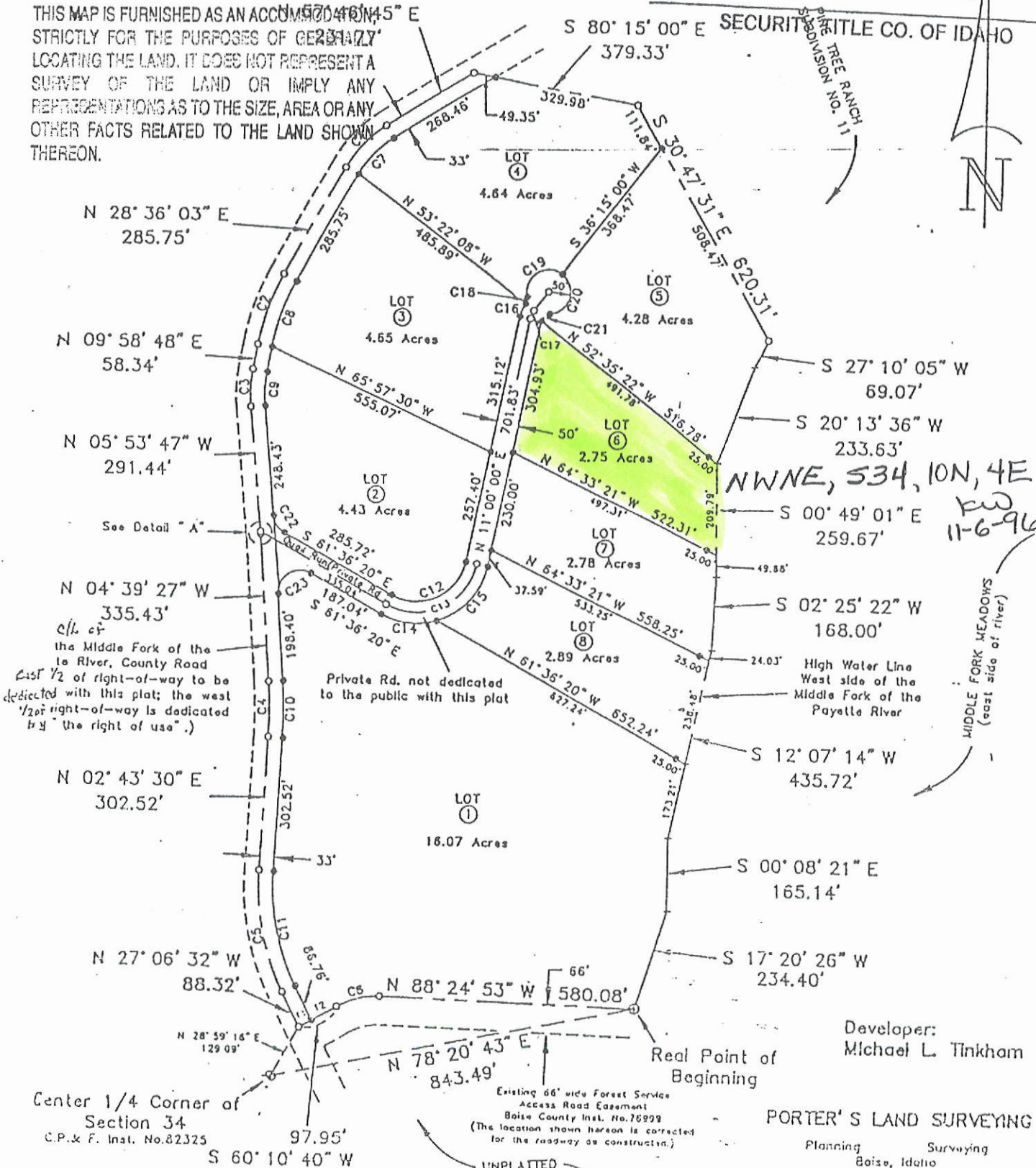
THIS MAP IS FURNISHED AS AN ACCOMPANIMENT TO THE DEED, STRICTLY FOR THE PURPOSES OF LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREON.

This plat is made solely for the purpose of assisting in locating said land, and the company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

SECURITY TITLE CO. OF IDAHO

SECURITY TREE RANCH NO. 11

N



RECEIVED

OCT 09 1996

WATER RESOURCES
WESTERN REGION

Page 1 of 1

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: **A65-03226B**
Date Received: 5/11/1989
Receipt No: X777777
Received By: _____

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

1. Name: C EDWARD KOCH 208-327-0567
Address: 9922 SKYCREST DR
BOISE ID 83704

AND

Name: DONNA J KOCH 208-327-0567
Address: 9922 SKYCREST DR
BOISE ID 83704

2. Date of Priority: JUL 23, 1883

3. Source: PAYETTE RIVER, MIDDLE FORK Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10N	04E	34	SW	NE			BOISE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.040		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	04E	34	NW	NE		IRR	2.7

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	2.7
					Total Acres	2.7

11. Place of use in counties: BOISE

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

13. Other Water Rights Used:

14. Remarks:

DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NSW, S.22, T.10N, R.4E.

THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11236 & 65-2901 SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

TRIB. INCORRECTLY DECREED.

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A65-03226, NO FEE REQUIRED. 11/6/96 LH

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 _____

WESTERN REGION

OWNER (S):

Koch

CLAIM NUMBERS:

3226B

11236B

AGENT: RON HOWERTON

DATE

12/14/99

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

POLYGON CREATED ON 803

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

ATTRIBUTES OF B65-POU.SHP (1729) () () () ()

ATTRIBUTES OF B65-POD.SHP (1713) () () () ()

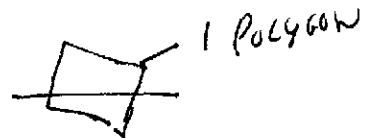
☒ B65-DBPOU.DBF UPDATED BY rdh

☒ B65-DBPOD.DBF UPDATED BY rdh

NOTES:

SAME POU AS 11236B

SAME [POD] ALSO SAME AS 3226A & 11236A





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

February 3, 2000

**NOTICE OF ERROR
REPLY**

RECEIVED

FEB 15 2000

Department of Water Resources

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.
YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 3, 2000

RECEIVED

FEB 16 2000

WATER RESOURCES
WESTERN REGION

Water right number: 65-03226B

DONNA J KOCH
C EDWARD KOCH
9922 SKYCREST DR
BOISE ID 83704

Daytime Telephone Number: 208-327-0930

Evening Telephone Number: 208-327-0567

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 2/12/00 SIGNATURE:

Please print your name:

C. EDWARD Koch

Donna J. Koch

AJ0749NP
No. R65-03226B

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

DATE: 12/14/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DONNA J KOCH	07/23/1883	IRRIGATION	04-01 11-01	0.040 CFS	
C	C EDWARD KOCH					
	9922 SKYCREST DR					
	BOISE ID 83704					
	(208) 327-0567					
				TOTAL DIVERSION:	0.040 CFS	

Water Source: PAYETTE RIVER, MIDDLE FORK

Tributary to: PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion: T10N R04E S34

SWNE

BOISE 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
10N	04E	34	:			02	.3													:	2.7
																				TOTAL ACRES	2.7

POU County: BOISE

Other Rights: 65-11236B

Remarks: QNT DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE
AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NWSW,
S22, T10N, R04E.
THIS RIGHT WHEN COMBINED WITH RIGHT NO. 65-11236B SHALL
PROVIDE NO MORE THAN .02 CFS PER ACRE.

POU1 USE OF THIS RIGHT WITH RIGHT NO. 65-11236B IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 2.7 ACRES IN A SINGLE IRRIGATION
SEASON.

EXP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 65-03226A, 65-11236A & 65-11236B.
PROPERTY IS ALSO KNOWN AS LOT 6, QUAIL MEADOWS SUBDIVISION.

Dates: Exam Made Date: Verified Date: 12/14/1999 Objection Filed Date:

Misc: Water District Number: 65 Field Inspection Flag:
Presumption Flag:

Audit: 12/14/99 RHOWERTO

WR5809NP
No. 65-03226

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 03/17/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
P	PAULA POTTER	07/23/1883	IRRIGATION	04/01 11/01	0.730 CFS	
C	DEAN BUZZELL					
C	PAULA BUZZELL					
TOTAL DIVERSION:					0.730 CFS	

Water Source: PAYETTE RIVER, MIDDLE FORK

Tributary to: PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion:

T10N R04E S34

SWNE

BOISE 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
10N	04E	34	:			17		29												:	46.0
																				TOTAL ACRES	46.0

Pou County: BOISE

Remarks: GEN DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE
AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NWSW,
S.22, T.10N, R.4E.
THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11236 & 65-2901 SHALL
PROVIDE NO MORE THAN .02 CFS/ACRE.
TRIB. INCORRECTLY DECREED.

Dates: App. Received: Priority Date: 07/23/1883
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: 04/10/86 04/30/88 CONVERT 08/05/92 NAME-ADD

Karan

FILED

NOV 25 1985

Time 9:40 AM

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR GEM COUNTY

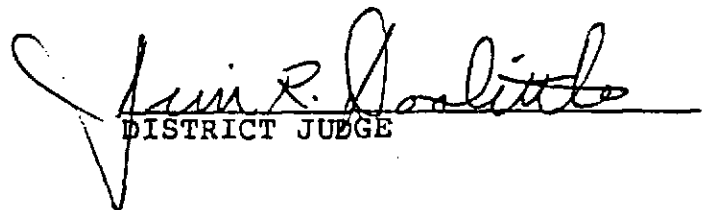
Th. J. ...
N. J. ... Deputy

IN THE MATTER OF THE GENERAL	)	
DETERMINATION OF THE RIGHT TO	)	Civil No. 3667
THE USE OF SURFACE AND GROUND-	)	
WATER OF THE PAYETTE RIVER	)	ORDER CORRECTING
DRAINAGE.	)	CLERICAL ERRORS

The motion of the Director of the Department of Water Resources having come on for hearing on the 25th day of November, 1985, and the court having considered the motion,

IT IS HEREBY ORDERED that the report of the director, entitled PROPOSED FINDINGS OF WATER RIGHTS IN THE PAYETTE RIVER DRAINAGE BASIN, be amended in conformance with Exhibit A, attached hereto and incorporated herein by reference.

DATED this 25th day of November, 1985.


DISTRICT JUDGE

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM TO	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
INDICATES TOTAL		SOURCE: BOULDER CREEK						
65-2963	BOULDER MEADOWS IRRIGATION, INC.	12/ 9/1965	IRRIGATION	4/15 10/15	---AFA 6.18 CFS	SWSE-S28 SWNE S28 T18N R 4E	SAME AS OTHER USE	LICENSE
Vol. II Pg. 78	MC CALL, IDAHO 83638		IRRIGATION FROM STOR	4/15 10/15	490.00 AFA --- CFS *---*AFA *6.18*CFS	NENE(31) SENE(27) NWNW(13) SWNW(33) SENE(22) NESW(31) NESE(34) NWSE(9) SESE(31) S 1 T17N R 3E NWNE(26) SWNE(21) S 2 T17N R 3E *278*		
INDICATES TOTAL		SOURCE: GROUNDWATER						
65-11224	BOUNDS, J. L. & BOUNDS, JOYCE	6/ 1/1947	DOMESTIC	1/ 1 12/31	1.20 AFA .04 CFS	LOT-9-S26 LOT9 LOT 6 LOT 6(NWSW) (NWSW)S26 S26 T 7N R 2E T 7N R 2E		BENEFICIAL USE
Vol. III Pg. 311	P. O. BOX 24 HORSESHOE BEND, IDAHO 83629							
INDICATES TOTAL		SOURCE: SCRIVER-CREEK MIDDLE FORK, PAYETTE RIVER						
		TRIBUTARY TO: MIDDLE-FORK, PAYETTE-RIVER SOUTH FORK, PAYETTE RIVER						
65-3226	BUZZELL, DEAN & BUZZELL, PAULA	7/23/1883	IRRIGATION	4/ 1 11/ 1	--- AFA .73 CFS	SWNE S34 NWNE(17) SWNE(29) T10N R 4E S34 T10N R 4E *46*		DECREE
Vol. II Pg. 322	ROUTE 1 MELBA, IDAHO 83641							
		REMARKS: THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11236 & 65-2901 SHALL PROVIDE NO MORE THAN .02 CFS/ACRE. DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NWSW, S.22, T.10N, R.4E.						
INDICATES TOTAL		SOURCE: SQUAW CREEK						
65-10448	CARLOCK, CARROLL & CARLOCK, JANET	10/ 1/1950	IRRIGATION	4/ 1 11/ 1	--- AFA .14 CFS	NWSW S12 NWSW(7) T10N-R-3E S35 T10N R 1E T10N R 1E *7*		BENEFICIAL USE
Vol. II Pg. 519	OLA, IDAHO 83657							

Tributary?

Idaho Department of Water Resources

T10N R04E
S34

Claim(s) 65-03226B&
65-11236B

Owner(s) KOCH

Prepared by:

Ron Howerton

Date: 10 DEC 99

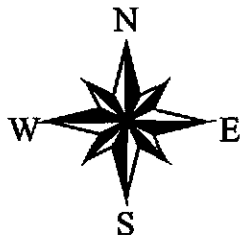
 Place of use

 POD

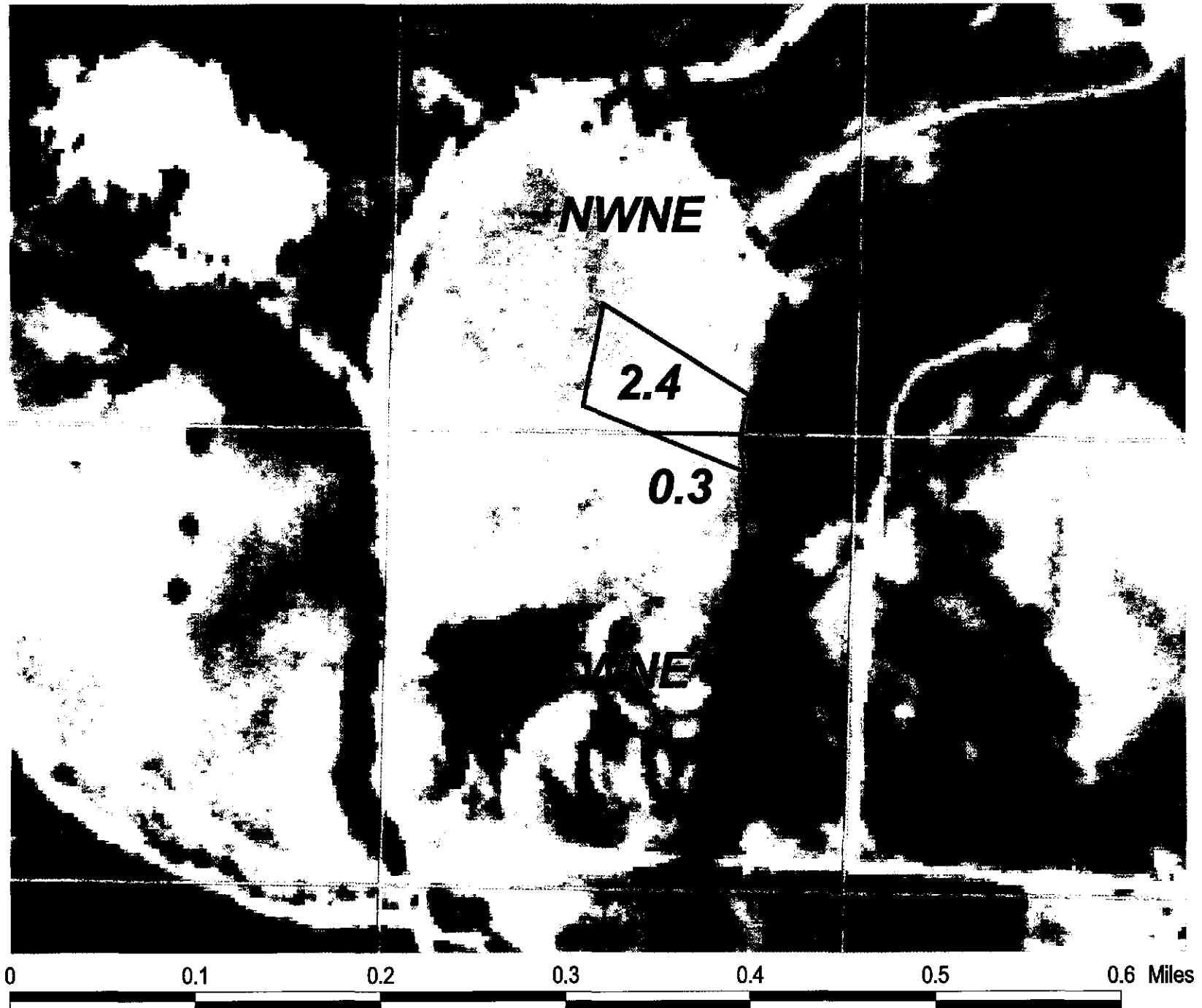
 SECTION LINES

 1/4 1/4 LINES

Acres



1987 NAPP



Idaho Department of Water Resources

T10N R04E
S34

Claim(s) 65-03226B&
65-11236B

Owner(s) KOCH

Prepared by:

Ron Howerton

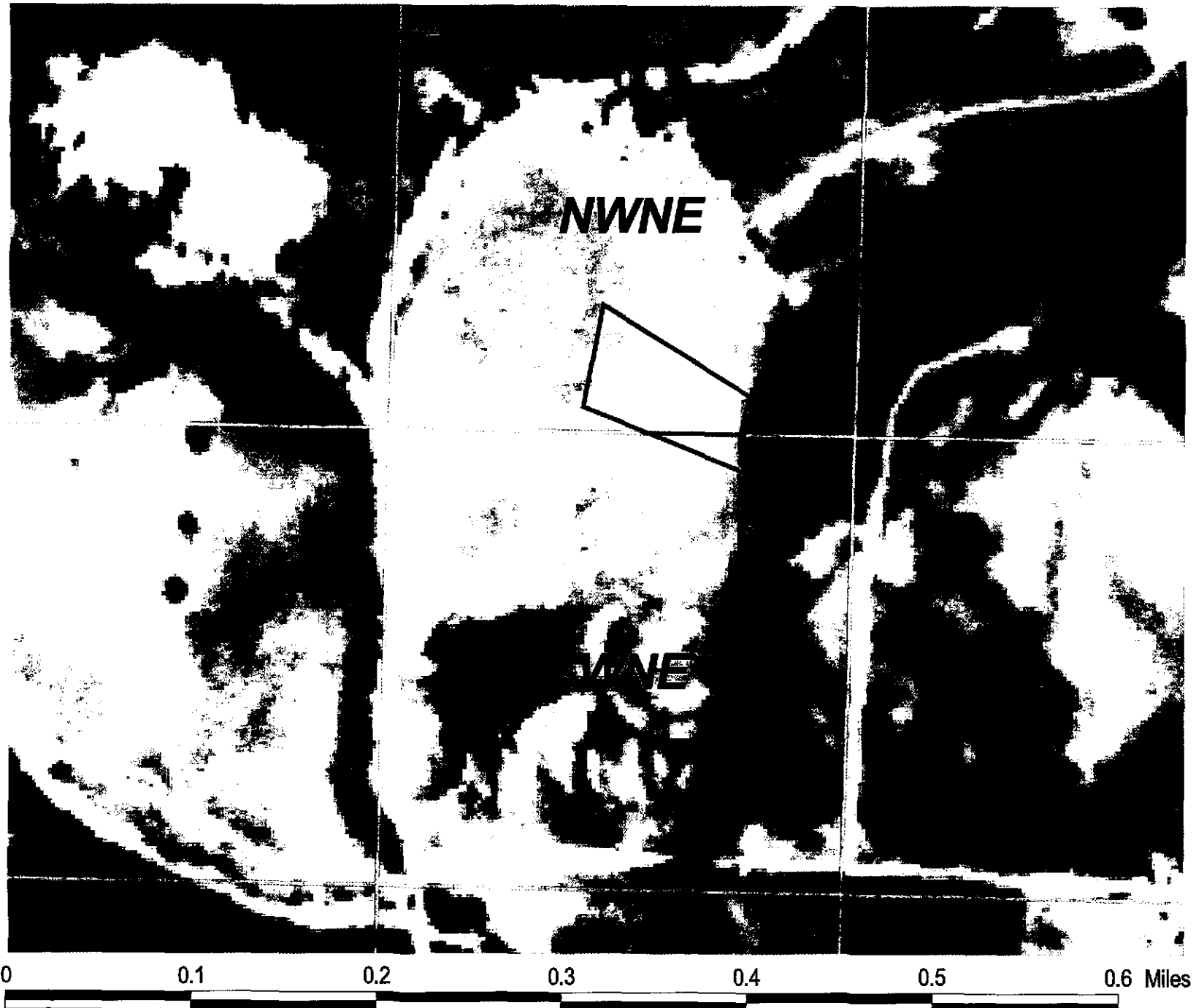
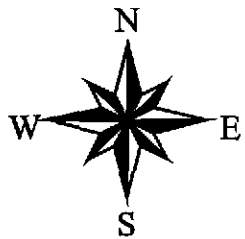
Date: 10 DEC 99

 Place of use

 POD

 SECTION LINES

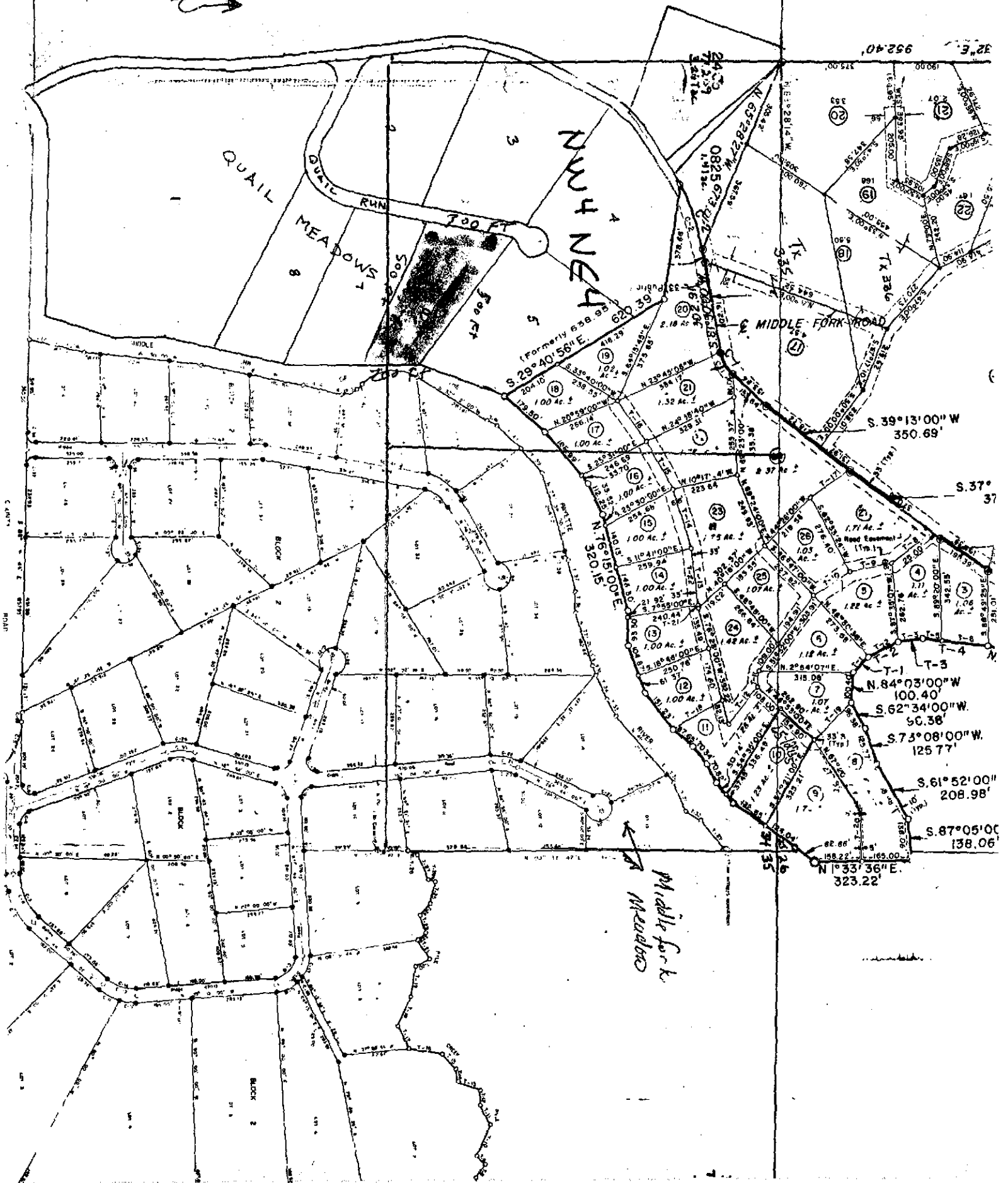
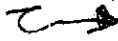
 1/4 1/4 LINES



1987 NAPP

BOISE CITY TAX MAP
REV. 8/18/87

TION R 4E S34
NWNE



OVERLAP REVIEW SHEET FOR THE FOLLOWING WR #'s:

65-03226B

AGENT

Rdh

DATE

12/13/99

65-11236B

USE/SOURCE	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
PAY. R, M.F.	7226B	10N	4E	34	2.4		3														2.7	
PAY. R, M.F.	11236B	10N	4E	34	2.4		3														2.7	
																						2.7

USE/SOURCE	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		

USE/SOURCE	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		

USE/SOURCE	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		

NO OTHER OVERLAPS

SPLIT TREE

SD-0607-2 Prefix: A Basin: 65 Starting Water Right: 03226

STATE

Water Right No.	Name Last, First	O W N	Priority Date	Stg/ Sts	Source	Use Code Desc
A65-03226	SPLIT CLAIM,	C	07/23/1883	/Z	PAYETTE RIVER,	M 01 IRR
A65-03226A	POTTER, PAULA	C	07/23/1883	D/	PAYETTE RIVER,	M 01 IRR
A65-03226B	KOCH, C EDWARD	C	07/23/1883	D/	PAYETTE RIVER,	M 01 IRR
	KOCH, DONNA J	C				
A65-03227A	BRIGGS, ROLLA E	C	03/24/1916	D/	PAYETTE RIVER,	M 01 IRR
	BRIGGS, ARDIS M	C				
A65-03227B	MEISSNER, SCOTT	C	03/24/1916	D/	PAYETTE RIVER,	M 01 IRR
	MEISSNER, BRANDEE	C				
A65-03227X	FLORENCE, MICHAEL	C	03/24/1916	D/	PAYETTE RIVER,	M 01 IRR
	FLORENCE, SHARON	C				
A65-03229	SKY RANCH CO,	C	08/12/1901	D/	PARKS CREEK	01 IRR
A65-03230	BETTIS, HARRY L	C	09/13/1916	D/	PARKS CREEK	01 IRR
A65-03231B	BUNN, GARY L	C	06/01/1865	D/	WARM SPRINGS CRE	01 IRR
	BUNN, D ANN	C				
A65-03231X	DEAN BUZZEL TRUST,	C	06/01/1865	D/	WARM SPRINGS CRE	01 IRR

(Enter=Continue)

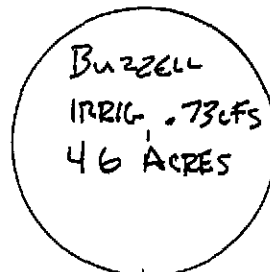
(GOLD7=This Query)

(Menu _____)

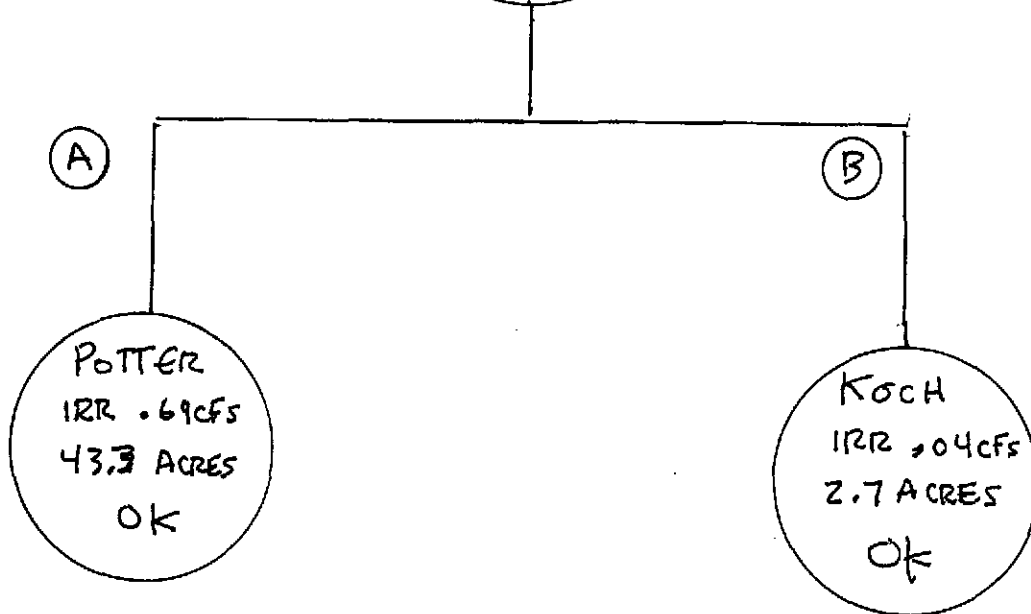
PRO-RATE
FACTOR

$$.73 \text{ CFS} / 46 \text{ ACRES} = .015869565$$

SPLIT
TREE
65-03226B

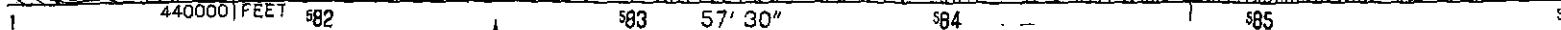


Rel
12/9/99



$$(\text{FACTOR})(43.3) = .69 \text{ CFS}$$

$$(\text{FACTOR})(2.7 \text{ ACRES}) = .04 \text{ CFS}$$



TION VII
R4E
534 S W N E (P/D)

SCALE 1:24 000

MILES

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

CERTIFICATE OF CHANGE OF POINT OF DIVERSION OF DECREED WATER RIGHT

No. 218.

THIS IS TO CERTIFY That H. B. GLESE, of Nampa, Idaho, is the owner of and using a certain water right from Scriver Creek in the amount of 0.728 cubic foot per second, with priority of July 23, 1883, said water right being decreed to Bayard K. Prostel by decree of Judge Clinton M. Harrison of the District Court of the Third Judicial District of the State of Idaho, in and for the County of Boise, in the case of

ROBERT A. SCRIVER, ET AL.,

Plaintiffs,

vs.

GEORGE D. FISHER, ET AL.,

Defendants.

said decree bearing date of February 3, 1928, and the water being appurtenant to the following described lands to-wit:

Fraction of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34, Township 10 North,
Range 4 East, R.M.

That said Decree has been entered in the records of the Department of Reclamation of the State of Idaho, at Boise, Idaho, in Volume 5 of Decrees beginning at Page 464.

That said H. B. Glese has become the owner of said water right through purchase.

And that now, upon the application of H. B. Glese, of Nampa, Idaho, for Certificate of Change of Point of Diversion of 0.728 cubic foot per second of the waters of Scriver Creek, made before the State Reclamation Engineer of the State of Idaho, and said application having been granted, the right to change such point of diversion is HEREBY GRANTED.

That said change of point of diversion shall not modify in effect said decreed water right, or place of use. Said water is to be limited at any given time to an amount actually and beneficial used for such purposes and shall not exceed the following amount, to-wit:

0.728 cubic foot per second with priority of July 23, 1883.

That said water right is appurtenant to the lands above described.

RECORDED

65 3228

Affidavit for Change of Point of Diversion of Decreed Water Right

STATE OF IDAHO,

County of Canyon,

ss.

H.B. Giese, being first duly sworn, deposes and says: That his postoffice address is 1308 1/2 So. 2nd St. Nampa, Idaho.; That he is the owner of and using a certain water right, bearing date of priority of July 23, 1883, 19, for .728 cubic feet per second of the waters of Scriver Creek, County of Boise, State of Idaho, decreed to Bayard K. Prestel, by decree of Judge Hartson, of the Third, Judicial District of the State of Idaho, in and for the County of Boise, in the case of Robert A Scriver et al, vs. George D. Fisher, et al, said decree bearing date of Feb. 3, 1928, for the purpose of irrigating the following described lands, situate, lying and being in Water Dist. No. 20-M, in the County of Boise, and State of Idaho, to-wit: Fraction of NW 1/4 and SW 1/4 Section 34, Twp. 10.N. R. 4.E.

That he is the person (or representative of the corporation) to whom such right was issued, (or has become the owner thereof in the following manner: By Purchase,

That said waters are now diverted from said stream in the NW 1/4 SW 1/4 of Sec. 22, Twp. 10.N., Range 4.E., and conducted to the above described lands through the Scriver, Needle Prestel Ditch, ditch, as per map filed herewith and of this affidavit made a part;

That affiant desires to change the point of diversion of said water from the point above described to a point located in NW 1/4 of NE 1/4, Sec. 34, Twp. 10.N., Range 4.E., and thereafter conduct same to the above described land through the Private ditches, ditch, as per map above referred to: from the Middle Fork payette River.

That his reasons for desiring to make such change are as follows: Saving of expense from maintaining a long ditch, Applicant will pump directly out of the Middle Fork of Payette River.

That no one will be injured by such change and that such change will be made at affiant's own risk.

H.B. Giese

Affiant.

Subscribed and sworn to before me this 26th day of September, 1937

Walter E. Barker

NOTE: If this water right has heretofore been carried jointly in a ditch with other water, affiant should secure written consent of other owners or users to removal from its original carrier and file such consent with this affidavit.

Approved by Watermaster of Water District No. 20-M.

Joe Bodemach
Watermaster of Water District 20-M

65 3220

To accompany application of change in point of diversion,
in the name of H.B. Giese, of Nampa, Idaho.

Twp. 10.N. R. 4.E.

Point of Diversion from
which water is being transferred

Scriber Needles Preste ditch

Point of Diversion To which
water is being transferred

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:35:23
12/12/99

PAGE: 16
QUICKLOOK INFORMATION

33
CLAIM NUMBER: A65-032268

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE								
POINT OF DIV			Rch 12/14/99					Rch 12/14/99
SOURCE			IN OFFICE					
PLACE OF USE	Y							
DIV. AMOUNT CFS/VOLUME	Y							
CONSUMPTIVE USE	-							
PURPOSES OF USE								
PERIOD OF USE								
BASIS OF CLAIM	Y							
REMARKS	Y							

BARCODE UPDATED
WHOM/DATE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:35:23
12/12/99

PAGE: 1
GENERAL INFORMATION

18
CLAIM NUMBER: A65-032268

LAST: BUZZELL
ADDRESS: ROUTE 1
CITY: MELBA
PHONE NUMBER: 208-000-0000

FIRST: DEAN
STATE: ID ZIP: 83641

OWNER CODE: 0

LAST: BUZZELL
ADDRESS: ROUTE 1
CITY: MELBA
PHONE NUMBER: 208-000-0000

FIRST: PAULA
STATE: ID ZIP: 83641

OWNER CODE: 0

LAST: POTTER
ADDRESS: C/O DARIUS BAILEY
PO BOX 876
CITY: NAMPA
PHONE NUMBER: 208-466-2493

FIRST: PAULA
STATE: ID ZIP: 83653

OWNER CODE: 0

LAST: KOCH
ADDRESS: 9922 SKYCREST DR
CITY: BOISE
PHONE NUMBER: 208-327-0567

FIRST: C EDWARD
STATE: ID ZIP: 83704

OWNER CODE: C

LAST: KOCH
ADDRESS: 9922 SKYCREST DR
CITY: BOISE
PHONE NUMBER: 208-327-0567

FIRST: DONNA J
STATE: ID ZIP: 83704

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER
Y() N()

CLAIM REMARKS: GEN DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE
AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NWSW,
S.22, T.10N, R.4E.
THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11236 & 65-2901 SHALL
PROVIDE NO MORE THAN .02 CFS/ACRE.
TRIB. INCORRECTLY DECREED.
THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF

CLAIM REMARKS (CONT'D):

CLAIM NO. A65-03226, NO FEE REQUIRED. 11/6/96 LH

FIELD EXAMINATION INFORMATION

CONTACT PERSON: IN-OFFICE

PHONE NUMBER: () -

DATE OF FIELD EXAM: 12/14/99

APPOINTMENT MADE: Y() N(☒)

TIME: : A() P()

ACCOMPANIED BY: _____

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

SEE MAPS IN FILE

A. AJ CLAIM: # A65-03226B PRIORITY DATE: 07-23-1883 STAGE: D

B. WR RECORD: # 65-03226 PRIORITY DATE: 07-23-1883 STAGE: D

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y(☒) N(☐)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE? Y(☐) N(☒)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?
(IF YES, DESCRIBE BELOW) Y(☐) N(☒)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED N/A(☒) Y(☐) N(☐)

FIELD EXAM COMPLETED N/A(☒) Y(☐) N(☐)

FIELD EXAM SENT TO STATE OFFICE N/A(☒) Y(☐) N(☐)

LICENSE ISSUED N/A(☒) Y(☐) N(☐)

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED? N/A(☒) Y(☐) N(☐)

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y(☒) N(☐)

NOTES: _____

=====

RECOMMENDED PRIORITY DATE:

07-23-1883

REVIEWED BY REN

DATE 12/14/99

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A65-03226B	10N 04E	34		SW	NE			BOISE		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A65-02901A R65-02901A
A65-02901C R65-02901C
A65-02901D R65-02901D
A65-02901E R65-02901E
A65-03226A R65-03226A
A65-11236A R65-11236A
A65-11236B R65-11236B

WR RECORDS IN SAME 40 ACRE TRACT
65-02901
65-11236
65-13244
65-13273

SOURCE: PAYETTE RIVER, MIDDLE FORK

TRIB: PAYETTE RIVER

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
65-03226	10N 04E	34		SW	NE			BOISE		

OTHER WR RECORDS WITH SAME WR POD

65-02901
65-11236
65-13244
65-13273

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX
A65-02901A R65-02901A
A65-02901C R65-02901C
A65-02901D R65-02901D
A65-02901E R65-02901E
A65-03226A R65-03226A
A65-11236A R65-11236A
A65-11236B R65-11236B

SOURCE: PAYETTE RIVER, MIDDLE FORK

TRIB: PAYETTE RIVER

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A() Y(☒) N()

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y() N(☒)

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE?

Y(☒) N()

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM?

Y() N()

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM _____)

Y() N()

AJ FIELD EXAM (DATE OF FIELD EXAM _____ NAME OF EXAMINER _____) Y() N()

OTHER (DESCRIBE IN NOTES BELOW)

NOTES: PRBA ADJ, SRBA NAPP PHOTOS

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED ()

TWP. 10N	RGE. 04E	SEC. 34	1/4	1/4 SW	1/4 NE	LOT	POD FLAG	COUNTY BOISE	DIVERSION NAME	DIVERSION NBR
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

SOURCE: PAYETTE RIVER, MIDDLE FORK

TRIB: PAYETTE RIVER

REVIEWED BY: Rch

DATE: 12/14/99

SYSTEM DESCRIPTION: DESCRIBED BELOW (☒) SEE LICENSE FILE (), OR SEE ATTACHMENT ()

pump

A. ROOT WATER RIGHT NUMBERS: R65-03226A
R65-03226B

A65-03226A

A65-03226B

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
10N	04E	34	NW	NE		KOCH, C EDWARD	A65-03226B / 2.7	- /	38.0		
			NW	NE		PINE TREE RANCH INC	A65-03225 / 10.0	65-03225 / 10.0		2.4	
			NW	NE		PINE TREE RANCH INC	R65-03225 / 10.0	- /			
			NW	NE		POTTER, PAULA	A65-03226A / 14.3	- /			
			NW	NE		POTTER, PAULA	A65-11236A / 14.3	- /			
			NW	NE		KOCH, C EDWARD	A65-11236B / 2.7	- /			
			NW	NE		POTTER, PAULA	R65-03226A / 14.2	- /			
			NW	NE		KOCH, DONNA J	R65-03226B / 2.7	- /			
			NW	NE		POTTER, PAULA	R65-11236A / 14.2	- /			
			NW	NE		KOCH, C EDWARD	R65-11236B / 2.7	- /			
			NW	NE		BUZZELL, DEAN		65-03226 / 17.0			
			NW	NE		BUZZELL, PAULA		65-11236 / 17.0			
			NW	NE		PINE TREE RANCH INC.		65-13027 / 4.0			

ADDITIONAL POU FOUND

(NOT CHANGE)

SUNE

3

LAND IS ON
DECEDED TRACT

BETTER MAPS
OF THIS LOT

MAKES CLARIFICATION OF POU

TOTAL ACRES A65-03226B

2.70

38.00

POU COUNTY: BOISE

2.7

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y(~~X~~) N()

* IF YES, ARE THESE TRACTS LISTED ABOVE (~~X~~), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A65-03226B	PAYETTE RIVER, MIDDLE FORK	KOCH, C EDWARD	0.040	0.014		
A65-03225	SCRIVER CREEK	PINE TREE RANCH INC	1.970	0.023		
R65-03225	SCRIVER CREEK	PINE TREE RANCH INC	1.970	0.023		
R65-03226A	PAYETTE RIVER, MIDDLE FORK	POTTER, PAULA	0.690	0.015		
A65-03226A	PAYETTE RIVER, MIDDLE FORK	POTTER, PAULA	0.690	0.015		
R65-03226B	PAYETTE RIVER, MIDDLE FORK	KOCH, DONNA J	0.040	0.014		
R65-11236A	PAYETTE RIVER, MIDDLE FORK	POTTER, PAULA	0.610	0.014		
A65-11236A	PAYETTE RIVER, MIDDLE FORK	POTTER, PAULA	0.610	0.014		
A65-11236B	PAYETTE RIVER, MIDDLE FORK	KOCH, C EDWARD	0.040	0.014		
R65-11236B	PAYETTE RIVER, MIDDLE FORK	KOCH, C EDWARD	0.040	0.014		

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y(~~/~~) N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM:

65-11236B

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y(~~/~~) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y(~~/~~) N()

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y() N(~~/~~)

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y() N(~~/~~)

CHECK DOCUMENTS USED TO VERIFY POU: () ORTHOPHOTOQUAD, IDWR NO. _____; () TOPOGRAPHIC QUAD, IDWR NO. _____;

(☒) NAPP, IDWR NO. 1987; () ASCS PHOTO; (☒) OTHER _____

NOTES: BOISE CTY TAX MAP, PRBA MAP "E"

RECOMMENDATIONS:

TOTAL ACRES: 2.7 N/A()

REVIEWED BY: REN DATE: 12/14/99

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A65-03226B IRRIGATION	FROM 04-01 TO 11-01	0.040 CFS	
TOTAL DIVERSION RATE/VOLUME		0.040 CFS	

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
65-03226 IRRIGATION	FROM 04-01 TO 11-01	0.730 CFS	
TOTAL DIVERSION RATE/VOLUME		0.730 CFS	

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE? Y(☒) N(☐)

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☐) Y(☒) N(☐)

* IF NO, AND IF THE ACTUAL WATER USE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN PURPOSE OF USE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM? Y(☐) N(☒)

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS? Y(☒) N(☐)

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS? Y(☒) N(☐)

* IF THE RECOMMENDED PERIOD OF USE IS DIFFERENT THAN IDWR STANDARDS, EXPLAIN IN NOTES BELOW.

H. IS THE CLAIMED DIVERSION RATE FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☐) Y(☐) N(☒)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION RATE FOR EACH USE WAS DETERMINED.

PRO RATED CFS

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A(☐) Y(☐) N(☒)

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☒) Y(☐) N(☐)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION VOLUME FOR EACH USE WAS DETERMINED.

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A(☒) Y(☐) N(☐)

NOTES:

AJ CLAIM TOTAL DIVERSION RATE: 0.040 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 0.730 CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N(☒) *PRORATED*

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A() Y(☒) N()

* ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE? Y() N(☒)

* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y() N(☒)

E. FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 2.7 x 0.02 CFS/ACRE = .054 CFS *RECOMMEND .04 CFS AS PRORATED.*
(Taken from pou review)

1b. CALCULATIONS

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y() N(☒)

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N()

SEE SPLIT TREE

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A
ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =
TOTAL DIVERSION VOLUME _____ AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = _____ AF/A
ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =
TOTAL CONSUMPTIVE USE _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW () OR SEE ATTACHMENT ()

CFS
.04 (322GB)
.04 (1123GB)
.08 combined

*UNDER 5 ACRES
ALLOW 0.03 CFS/ACRE
Thus, not considered A
delivery loss.
(2.7)(.03) = .081 CFS*

NOTES:

WR RECORD CONDITIONS/REMARKS:

SEE REMARKS (GEN) WITH PROFILE OF ORIGINAL RIGHT

NOTE: CONDITIONS COPIED TO QNT REMARKS EXCEPT
NOT INCLUDING COMBINED REMARK ABOUT
65-02901, BECAUSE NO-OVERLAP WAS
FOUND FROM THIS RIGHT.

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED (/)

REC. PURPOSE OF USE	REC. PERIOD		REC. DIV		REC. DIV		REC. CONS.	
	FROM	TO	RATE	EXAMINER	VOL.	AF/A	USE	EXAMINER
IRRIGATION	04-01	11-01	DATABASE 0.040	_____	DATABASE	_____	DATABASE 0.0	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
TOTAL FOR THIS RIGHT			0.040	_____		_____	0.0	_____

NON-IRRIGATION USES CLAIMED:

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REVIEWED BY: Reh

DATE: 12/14/99

FLAG: _____

STANDARD CONDITIONS (CODE):

STANDARD REMARKS (CODE):

QNT - SEE PROFILE REPORT "R" FILE. (SCRIPPER REMARK)
FLimit to 0.02 CFS/ACRE with 11236 B
POW1 - Limit to 2.7 ACRES with 11236 B

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

For other rights with same PID
3226A, 11236 A & 11236 B
AKA LOT 6, QUAIL MEAD. SUBD.

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	☒	☐
FORFEIT/ABANDON _____	☒	☐
ADDITIONAL DIV. AMOUNT _____	☐	☐

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 65-03226

TOTAL DIVERSION RATE OF WR SPLITS	DATABASE 0.730	EXAMINER _____	CFS
-----------------------------------	-------------------	-------------------	-----

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
A65-03226	A65-03226A	0.690	R65-03226A	0.690	65-03226	0.730
-	A65-03226B	0.040	R65-03226B	0.040	-	-
TOTAL CFS		0.730	0.730		0.730	

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW DESCRIBED BELOW () OR SEE ATTACHMENT ()?

DATABASE	FIELD EXAMINER
N	Y ☒ N ()

NOTES:

SEE SPLIT TREE.

AUTHENTICATION:

SIGNATURE: Ron Lowen DATE: 12/14/99

NAME OF FIELD EXAMINER: Ron Lowen TITLE: _____

Sr Water Agent

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION	COPY INCLUDED IN FILE?
() ORTHOPHOTOQUAD	DATE OF PHOTO _____ IDWR ID NO. _____	Y() N()
(X) TOPOGRAPHIC	DATE FIELD CHECKED <u>1988</u> IDWR ID NO. <u>VII</u>	Y(X) N()
(X) NAPP	DATE OF PHOTO <u>1987</u> IDWR ID NO. _____	Y(X) N()
() ASCS AERIAL PHOTO	DATE OF PHOTO _____	Y() N()
() ASCS COLOR SLIDE	DATE OF PHOTO _____	Y() N()
() BLM OR USFS AERIAL PHOTO	DATE OF PHOTO _____	Y() N()
() TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY _____	Y() N()
() SCS SOIL SURVEY MAP	DATE ISSUED _____	Y() N()
() SUBDIVISION PLAT MAP	DATE OF MAP _____	Y() N()
(X) OTHER <u>PROFILE</u>	DATE <u>ORIGINAL WR RECORD</u>	Y(X) N()
(X) OTHER <u>ORDER</u>	DATE <u>4/25/85</u> <u>CORRECTING CLERICAL ERRORS</u>	Y(X) N()
(X) OTHER <u>MAP</u>	DATE <u>8/13/87</u> <u>BOISE CTY TAX MAP</u>	Y(X) N()

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF PAGES	NOTES
() LICENSING FIELD EXAM	DATE OF FIELD EXAM _____	_____	_____
() WATER RIGHT LICENSE	DATE LICENSE SIGNED _____	_____	_____
() IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____	_____	_____
() SYSTEM DESCRIPTION	DATE DRAWN _____	_____	_____
() PHOTOGRAPHS	DATE(S) PHOTOS TAKEN _____	_____	_____
(X) SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED <u>12/9/99</u>	<u>1</u>	<u>SPLIT TREE</u>
() HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
(X) OTHER <u>MAP</u>	DATE _____	<u>1</u>	<u>PRBA MAP "E"</u>
(X) OTHER <u>OVERLAP</u>	DATE <u>12/13/99</u>	<u>1</u>	<u>REVIEW</u>

/ CERTIFICATE & MAP (APPROVING NEW PD) 3 PAGES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:36:41
12/12/99
34

PAGE: 17
PROFILE REPORT

CLAIM NUMBER: A65-032268

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	C EDWARD KOCH	07/23/1883	IRRIGATION	04-01 11-01	0.040 CFS	
C	DONNA J KOCH					
TOTAL DIVERSION:					0.040 CFS	

Water Source: PAYETTE RIVER, MIDDLE FORK Tributary to: PAYETTE RIVER Stage: DECREED
Point(s) of Diversion: T10N R04E S34 SWNE BOISE 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
10N	04E	34	:			02														:	2.7
TOTAL ACRES																				2.7	

POU County: BOISE

Remarks: GEN DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE
AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NWSW,
S.22, T.10N, R.4E.
THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11236 & 65-2901 SHALL
PROVIDE NO MORE THAN .02 CFS/ACRE.
TRIB. INCORRECTLY DECREED.
THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF
CLAIM NO. A65-03226, NO FEE REQUIRED. 11/6/96 LH

Dates: Exam Made Date: Verified Date: Objection Filed Date:
Misc: Water District Number: 65 Field Inspection Flag:
Presumption Flag:



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

November 8, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

C EDWARD KOCH
DONNA J KOCH
9922 SKYCREST DR
BOISE ID 83704

Re: Original Notices of Claim to a Water Right Nos. A65-03226,
A65-11236

Renumbered Notices of Claim to a Water Right Nos. A65-03226B,
A65-11236B

Dear Mr. & Mrs. Koch:

We have received and processed a Change of Ownership for a portion of the original Claims to a Water Right Numbers as referenced above. This Change of Ownership required a split of the original claims resulting in renumbering these claims by adding alpha suffixes to represent each split. The new Notices of Claim to a Water Right numbers for your portions are referenced above and copies are enclosed.

Your portions of these claims have a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under these rights, including adding a new point of diversion, then an Application for Transfer on your portion of these rights is required. Please contact this office for further information on the Application for Transfer form. If you do not plan on changing any items on your claims, then no further action is required at this time. You will be notified of any future action taken on these claims.

Please feel free to contact this office if you have any questions concerning your claims or this letter.

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region

LH:1

Enclosure

RECEIVED

OCT 09 1996

WATER RESOURCES
WESTERN REGION

October 8, 1996

Ms. Kay Walker
Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705

RE: Notice of Change of Water Right Ownership

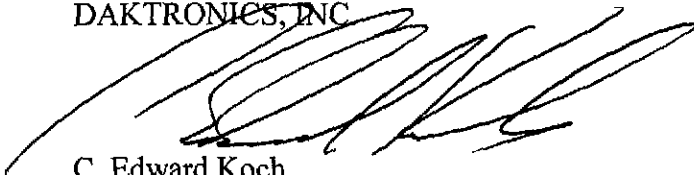
Dear Kay:

Attached you will find our completed Notice of Change of Water Right Ownership form, for our lot described as Lot 6 in Quail Meadows Subdivision, according to the plat thereof, filed July 1, 1991, as Instrument No. 140144, records of Boise County, Idaho.

Also attached you will find Warranty Deeds, etc. that follow the transfer of ownership from Paula Potter to Michael L. Tinkham to Slim E and Christine G. Barker and from Barker to C. Edward and Donna J. Koch.

Please feel free to contact either my office number or home number with any questions or clarifications. Thanks for your attention to this matter.

Sincerely,
DAKTRONICS, INC



C. Edward Koch
9922 Skycrest Drive
Boise, Idaho 83704
208/327-0930 Work
208/327-0567 Home

INTER-DEPARTMENT MEMO

TO: JAN - WESTERN

SUBJECT: PAULA BUZZELL PAYETTE CLMS

FROM: FORREST

DATE: 3/1/91

ATTACHED PAULA BUZZELL CLMS ARE SOME SENT BACK ATTN.:
TIM LUKE. DEAN BUZZELL WAS KILLED IN AN AIRPLANE ACCIDENT
SEVERAL YEARS AGO. THEY HAD CONSIDERABLE HOLDINGS ON NORTH
SIDE OF GARDEN VALLEY. COPIES OF DAVE'S LETTER OF EXTENSION
OF TIME TO FILE ARE ATTACHED TO EACH. DON'T KNOW IF
TIM EVER WAS IN CONTACT WITH DARIUS BAILEY CONCERNING
REPLACEMENT FOR 65-7600 MENTIONED IN CORRESPONDENCE.

A65-03226, 03231X, 03232, 03235, 03236X, 09347
+ 11236

MARCH 1991

(X) For your information

Department of Justice
 Bureau of Prisons

Forrest
 signature

() Response required

NOTE: After checking these claims out &
 discovered they had been filed on 5-11-89
 by their representative Darwin Bailey. Will
 file these claims in each file anyway.
 J 11-10-94

MICROFILMED
 OCT 18 1996

POOR ORIGINAL

MAY 30 1989

Department of Water Resources

May 27, 1987

Kona, Hi. 96740

State Water Resource,

Thank you for extending filing forms. We really appreciate this consideration. I believe all is in order & I've signed the forms & re-stored them.

The #65-0700 claim is a Spring that runs into the 17 acres of the Pump place. The County has a 1 inch galvanized pipe in the hillside across the highway. This water runs into our field where we ditch it to the river. If we don't it causes a real swamp for the cows feed. It's the only source of water later in August to this 17 acres for livestock.

It's been used for 30 yrs now - Since 19⁷⁰~~55~~ this way. The Spring runs 36 gal. per min.

Darius T Bailey, C.P.A. is Trustee
812 B 12th Ave. South
Nampa, Idaho 83651

has the power of attorney to act in our behalf. Send the filing forms to him to act upon. The deadline is ~~MICROFILMED~~
a bit!

OCT 18 1996

I've sent explanation of the water rights to Darius. The history of claim

Spring back & and the right to
the pump place from the land &
as the United Territory.

Call us in Hawaii if there's
any business needs.
808-889-6271

Thank you once again for all the
considerations to us.

Sincerely,
Paula M. Buzzell Potter

James V. Potter - my beloved
will have his name added to
The Pump Place as legalities
are cleared from the estate.
He'll ask for name to be added
officially at that time however.

July 1st

Our permanent address will be &
James or Paula Potter
P.O. Box 10536.

Hale, HI 96721-0536
We'll be involved in a private owned
Business under the name of
Professional Assoc. of Christian Ministers.

MICROFILMED
OCT 18 1996

808-961-2711

POOR ORIGINAL

May 24, 1989
Kailua Kona, HI.
Statue, HI.

Hi Tim & Lise,
How many years can a "Water
right go unused before you'd lose
the right?

I was thinking & guessing 5 yrs.
Please let Darin know officially
, and I need to be aware also.

Sincerely,
Paula W. B. Potter

~~MICROFILMED~~
~~OCT 18 1996~~

MAR 02, 1979

PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

435
PAGE 435

INDICATES TOTAL

SOURCE: SPRING

TRIBUTARY TO: SINKS

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM TC	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
65-7600	BUZZELL, DEAN & BUZZELL, PAULA ROUTE 1, MELBA, IDAHO 83641 REMARKS: THIS PERMIT RIGHT IS NOT DECREED BY THE PRESENT ADJUDICATION PROCEDURE, AND IS INCLUDED FOR INFORMATION PURPOSES ONLY. NORMAL STATUTORY PROCEDURES MUST BE COMPLETED FOR LICENSING.	12/12/1975	STOCKWATER	1/ 1 12/31	1.40 AFA .03 CFS	SENK S34 TIGN R 4E	SAME AS OTHER USE	PERMIT
			DOMESTIC	1/ 1 12/31	1.20 AFA .04 CFS *2.60*AFA *.07 CFS*		NONE SNAE S34 TIGN R 4E	

RECEIVED
MAY 30 1989

Department of Water Resources

MICROFILMED
OCT 18 1986



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 18, 1989

Paula M Buzzell Potter
c/o PACU
75-5851 Kuakini Hwy.
Kailua-Kona, HI 96740

Dear Mrs. Potter:

In response to your letter dated April 25, 1989 attached is Notice of Claim forms for your Payette River Adjudication decreed water rights #A65-11236, #A65-03226, #A65-03231X, #A65-03232, #A65-03235, #A65-09347, and #A65-03236X for Boise County. The original attempt to provide you with these claim forms was postmarked March 9, 1989 and mailed to you at Rt. 1, Melba, ID. Instructions are also enclosed instructing you to verify the information on the enclosed claims. If these claims are correct they should be signed, notarized and returned to this office.

Your claim #65-07600, which you filed in the earlier Payette River Basin Adjudication, was based upon a permit issued by this department. It appears the permit was allowed to lapse for failure to submit proof of beneficial use to this department. If the water used described by the permit has been developed, please contact Mr. Tim Luke, IDWR at the above address or call him at #208 327-7900 for the proper procedure and forms needed to establish a water right for this use.

Therefore, this letter is an extension of time for the filing of the referenced Notice of Claims to a Water Right. The original filing deadline for Boise County is May 19, 1989. This extension is granted until June 5, 1989. This extension is granted under the authority of §42-1409 (10), Idaho Code.

Yours truly,

David B. Shaw
Adjudication Bureau Chief

Enclosures

MICROFILMED
SEP 22 1992

RECEIVED

MAY 01 1989

Paula M. (Buzzell) Potter
PACU - 75-5851 Kuakini
Kailua-Kona, HI 96740
15 April 1989

Idaho Department of Water Resources
Adjudication Bureau
Statehouse
Boise, ID 83720

Department of Water Resources

Re: Civil No. 39576 - General Adjudication of Rights to Use of Water from the Snake River Basin
Water System - State of Idaho.

Gentlemen:

This letter will serve to acknowledge receipt of the Commencement Notice for the above cited civil action, in which I have an interest by virtue of being a land owner in Boise County, Idaho, with water rights on the Middle Fork of the Payette River, and tributaries thereto.

This letter is also for the purpose of protesting any alteration or diminishing of any and all such water rights held by me and by my children's estate [the Buzzell Estate Trust], appertaining to all such owned properties within Boise County; as well as those water rights appertaining to properties held jointly by and between myself and my husband, James V. Potter.

In making this claim to retain the water rights as now held, I hereby affirm the following:

1. That the "Notice of Claim" form, as prescribed under item 2, page 3, of the commencement notice, has not been received, nor has my previous request for said claim form been honored.

2. That I am, with my husband, presently serving as a full-time missionary with Youth With A Mission, headquartered out of Kailua-Kona, Hawaii; and that all my original records appertaining to the the original rights, and previous claims, are on the mainland and not accessible to me at this time.

3. That the subject properties are presently rented for pasturage - the value and use thereof dependent upon the full appropriated use of the afore adjudicated water rights.

4. That any diminishment or withdrawal of any of these established rights - which are among some of the earliest on said stream - would be a "taking issue", in that by such action the values of the properties would be significantly diminished.

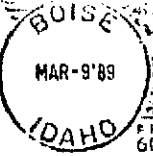
Thank you for taking note of my protest of any such detrimental readjudication. Please furnish all such forms, with existing claims information, to enable me to appropriately comply with all details of the referenced notice. Thank you.

Sincerely,

Paula M. (Buzzell) Potter

Paula M. Buzzell Potter

MICROFILMED
SEP 22 1992



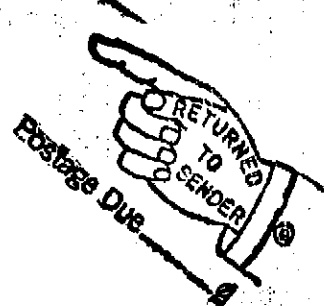
ADJUDICATION BUREAU
DEPARTMENT OF WATER RESOURCES
1301 N. ORCHARD
STATEHOUSE MAIL
BOISE, IDAHO 83720

FIRST CLASS MAIL

RECEIVED
MAR 15
Department of V

Increased

65-03226
DEAN BUZZELL
65-03231X
DEAN BUZZELL
65-03232
DEAN BUZZELL
65-03235
DEAN BUZZELL
65-09347
DEAN BUZZELL
ROUTE 1
MELBA ID 82661



MICROFILMED
SEP 22 1992

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

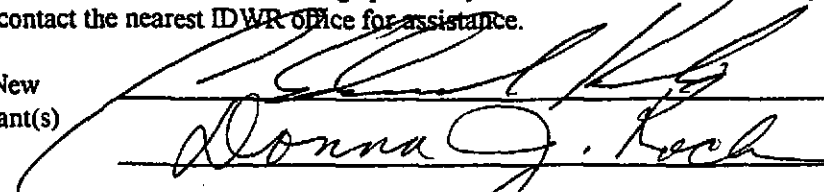
RECEIVED

OCT 09 1996

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 Number(s) _____
Adjudication Claim Number(s) A65-11236 and A65-03226
2. The following **REQUIRED** information must be submitted with this form. See attached
 - 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) Paula Potter
4. New Owner/Claimant(s) C. EDWARD AND Donna J. Koch
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 9922 Skycrest Dr.
City, State and ZIP Code BOISE IDAHO 83704
New Telephone Number (208) 327-0930 work
208 327-0567 Home
5. Date you acquired the property Sept 4, 1996
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 2.75 Number and type of stock 0
A65-03226 = .04 CFS A65-11236 = .04 CFS
Diversion rate in CFS _____ Number of homes 0 Other uses 0
cubic feet per second
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)  Date 10/08/96
Donna J. Koch Date 10/8/96
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
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.

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**

READ & APPROVED BY GRANTEE(S):

{0060}

RECEIVED

OCT 09 1996

**WATER RESOURCES
WESTERN REGION**

SPACE ABOVE THIS LINE FOR RECORDING DATA

Order No.: 96062688 JG/CS

WARRANTY DEED

FOR VALUE RECEIVED SLIM E. BARKER and CHRISTINE G. BARKER, husband
and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto C. EDWARD KOCH
and DONNA J. KOCH, husband and wife

GRANTEE(S), whose current address is: 9922 Skycrest Dr., Boise, ID 83704
the following described real property in BOISE County, State of Idaho, more particularly
described as follows, to wit:

Lot 6 in QUAIL MEADOWS SUBDIVISION, according to the plat
thereof, filed July 1, 1991, as Instrument No. 140144, records
of Boise County, Idaho.

INST# 161944
REQUEST Alliance Title

161944

96 SEP -5 AM 9:22

BOISE COUNTY RECORDER

BY Ann Helin
TYPE WD FEE \$300/cr

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

Dated: September 03, 1996

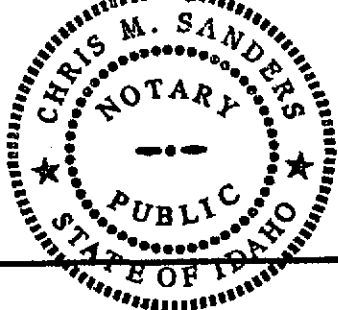
Slim E. Barker
SLIM E. BARKER

Christine G. Barker
CHRISTINE G. BARKER

STATE OF IDAHO)
COUNTY OF ADA)

On this 3rd day of September, in the year of 1996, before me, the undersigned, a Notary
Public in and for said State, personally appeared SLIM E. BARKER AND CHRISTINE G. BARKER

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



Signature: Chris M. Sanders

Name: CHRIS M. SANDERS

(type or print)

Residing at: BOISE, ID

My Commission Expires: 09/14/96



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 336-6700

RECEIVED

OCT 09 1996

WATER RESOURCES
WESTERN REGION

P-11814-LB

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED MICHAEL L. TINKHAM and BARBARA L. TINKHAM, husband and wife

Grantor s , do hereby grant, bargain, sell and convey unto SLIM E. BARKER and CHRISTINE G. BARKER, husband and wife

the Grantee s , whose current address is: 11796 W. Dason Court, Boise, ID 83704
the following described real property in Boise County, State of Idaho, more particularly described as follows, to-wit:
Lot 6 in QUAIL MEADOWS SUBDIVISION, according to the plat thereof, filed July 1, 1991, as Instrument No. 140144, records of Boise County, Idaho.

BOISE COUNTY IDAHO SS
REQUEST OF

Tim View
DATE

146472

93 FEB 17 PM 3:25

ARLENE C. KOLAR
Arlene C. Kolar
DEPUTY
\$3.00

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

Dated:

Michael L. Tinkham
Michael L. Tinkham

Barbara L. Tinkham
Barbara L. Tinkham

STATE OF Idaho , County of Ada , ss.

On this 16 day of February , in the year of 1993 , before me Lynn P. Basura , a notary public, personally appeared Michael L. Tinkham and Barbara L. Tinkham , known or identified to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public: *Lynn P. Basura*
Residing at: Meridian
My Commission Expires: 5/30/93

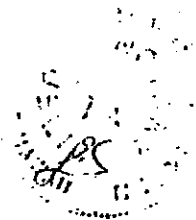
RECEIVED

OCT 09 1996

WATER RESOURCES
WESTERN REGION

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 30TH day of APRIL, 19 91,
before me personally appeared JAMES POTTER and
PAULA H. POTTER to me known to be the persons described
in and who executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.



Dorothy M. Kuan
Notary Public, Third Judicial Court
State of Hawaii

My commission expires: 2/6/93

This All-Inclusive Deed of Trust, made this 16th day of February 19 93, between SLIM E. BARKER and CHRISTINE G. BARKER, husband and wife

herein called Trustor, whose address is 11796 W. Dason Court, Boise, ID 83704
PIONEER TITLE COMPANY OF ADA COUNTY, an Idaho corporation, herein called Trustee, and MICHAEL L. TINKHAM
and Barbara L. Tinkham, husband and wife
herein called Beneficiary.

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in Boise County, Idaho, described as:
 Lot 6 in QUAIL MEADOWS SUBDIVISION, according to the plat thereof, filed July 1, 1991, as Instrument No. 140144, records of Boise County, Idaho.

RECEIVED

OCT 09 1996

WATER RESOURCES
WESTERN REGION

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

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one all-inclusive promissory note of even date herewith and any extension or renewal thereof, in the principal sum of \$ 34,000.00 executed by the Trustor in favor of Beneficiary or order, with final payment due February 01, 2008

UNDERLYING OBLIGATIONS:

This is an all-inclusive deed of trust, securing an all-inclusive promissory note in the original principal amount of THIRTY-FOUR THOUSAND DOLLARS AND NO/100

(\$ 34,000.00) (the "Note") which includes within such amount the unpaid balance of the following:

(a) A Promissory Note in the original principal sum of THIRTY-EIGHT THOUSAND DOLLARS AND NO/100

\$	38,000.00	In favor of Michael L. Tinkham, a single man	DOLLARS
----	-----------	--	---------

as Payee, secured by a Deed of Trust recorded May . 02 , 1981
as instrument No. 139597 records of Ada County, Idaho: and

(b) Promissory Note in the original principal sum of Zero

_____ DOLLARS

(\$ _____) in favor of _____

as Payee, secured by a Deed of Trust recorded _____, 19____,
as Instrument No. _____, Records of Ada County, Idaho.

(The Promissory notes secured by such Deeds of Trust are hereinafter called the "Underlying Notes".)

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

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

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

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

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; subject to the mutual agreements of the parties as set forth, to pay when due, all encumbrances, charges and F.R.s, with interest on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

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

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

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

(B) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note 1; endowment and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: recover any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fee, Trustee shall reconvey, without Warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truth thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

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

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may be determined, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein, in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The Undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address herein before set forth.

TRUSTOR AND BENEFICIARY MUTUALLY AGREE:

(A) By Beneficiary's acceptance of this All-Inclusive Deed of Trust, Beneficiary covenants and agrees that provided Trustor is not delinquent or in default under the terms of the Note secured hereby, Beneficiary shall pay all installments of principal and interest which shall hereafter become due pursuant to the provisions of the Underlying Note(s) as and when the same become due and payable. In the event Trustor shall be delinquent or in default under the terms of the Note secured hereby, Beneficiary shall not be obligated to make any payments required by the terms of the Underlying Note(s) until such delinquency or default is cured. In the event Beneficiary fails to timely pay any installment of principal or interest on the Underlying Note(s) at the time when Trustor is not delinquent or in default under the terms of the Note secured hereby, Trustor may, at Trustor's option make such payments directly to the holder of such Underlying Note(s) in which event Trustor shall be entitled to a credit against the next installment(s) of principal and interest due under the terms of the Note secured hereby equal to the amount so paid and including, without limitation, any penalty, charges, and expenses paid by Trustor to the holder of the Underlying Note(s) on account of Beneficiary's failing to make such payment. The obligation of Beneficiary hereunder shall terminate upon the earliest of (i) foreclosure of the lien of this All-Inclusive Deed of Trust, or (ii) cancellation of the Note secured hereby and reconveyance of this All-Inclusive Deed of Trust.

Should Trustor be delinquent or default under the terms of the Note secured hereby, Beneficiary consequently incurs any penalties, charges or other expenses on account of the Underlying Note(s) during the period of such delinquency or default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Note secured hereby and shall be immediately payable by Trustor to Beneficiary.

If at any time the unpaid balance of the Note secured hereby, accrued interest thereon, and all other sums due pursuant to the terms thereof and all sums advanced by the beneficiary pursuant to the terms of this Deed of Trust, is equal to or less than the unpaid principal balance of the Underlying Note(s) and accrued interest thereon, the Note secured hereby, at the option of Beneficiary, shall be cancelled and said property shall be reconveyed from the lien of this Deed of Trust.

(B) Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the Underlying Note(s) in reduction of the unpaid principal amount thereof, the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Note.

(C) At such times as the Note secured hereby becomes at due and payable, the amount of principal and interest then payable to Beneficiary thereunder shall be reduced by the then unpaid balance of principal and interest due on the Underlying Note(s).

(D) Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this Deed of Trust may be not more than the sum of the following amounts:

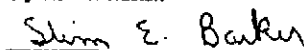
(i) The difference between the then unpaid balance of principal and interest on the Note secured hereby and the then unpaid balance of principal and interest on the Underlying Note(s); plus

(ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this Deed of Trust prior to the date of such foreclosure sale, for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of this Deed of Trust, to the extent the same were not previously repaid by Trustor to the Beneficiary; plus

(iii) The costs of foreclosure hereunder; plus attorneys fees and costs incurred by Beneficiary in enforcing this Deed of Trust or the Note secured hereby as permitted by law.

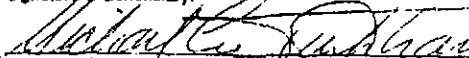
(E) Notwithstanding any provision to the contrary herein contained, in the event of a Trustee's sale in furtherance of the foreclosure of this Deed of Trust, the balance then due on the Note secured hereby, for the purpose of Beneficiary's demand, shall be reduced, as aforesaid, by the unpaid balance, if any, of principal and interest then due on the Underlying Note(s), satisfactory evidence of which unpaid balances must be submitted to Trustee prior to such sale. The Trustee may rely on any statements received from Beneficiary in this regard and such statements shall be deemed binding and conclusive as between Beneficiary and Trustor, on the one hand, and the Trustee, on the other hand, to the extent of such reliance.

Signature of Trustor:


Slim E. Barker

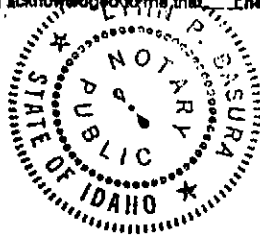

Christine G. Barker

Signature of Beneficiary:


Michael L. Finkham

STATE OF Idaho County of Ada ss.

On this 16th day of February, in the year of 1993, before me
Lynn P. Basura, a notary public,
personally appeared Slim E. Barker, Christine G. Barker, Michael L. Tinkham and Barbara I. Tinkham
known or identified to me to be the person s whose name s are subscribed to the
within instrument, and acknowledged to me that the y executed the same.



Notary Public: Lynn P. Basura

Residing at: Meridian

Commission expires: 5/30/93

STATE OF _____ County of _____ ss.

On this _____ day of _____, in the year of _____, before me
_____, a notary public,
personally appeared _____
known or identified to me to be the person _____ whose name _____ subscribed to the
within instrument, and acknowledged to me that _____ he _____ executed the same.

Notary Public: _____

Residing at: _____

Commission expires: _____

THIS DEED OF TRUST FOR USE ONLY IN PURCHASE MONEY TRANSACTIONS. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS DEED OF TRUST, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT TO SAME.

REQUEST FOR FULL RECONVEYANCE
(To be used only when Note has been paid)

TO: PIONEER TITLE COMPANY OF ADA COUNTY, TRUSTEE

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: _____

The Promissory Note or Notes, and any evidences of further said/or additional advances must be presented with this request.

BOISE COUNTY IDAHO SS.
REQUEST OF _____

DATE 9.00 H.

93 FEB 17 PM 3:26

ADLER C. KOBAR

CLERK
DEPUTY

Pioneer Title Company

of

Ada County

821 W. State Street
BOISE, IDAHO 83702
Telephone 336-6700

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OCT 09 1996
WATER RESOURCES
WESTERN REGION

146473

Order No.

ASSIGNMENT OF DEED OF TRUST

JAMES POTTER and PAULA M. POTTER, husband and wife

the beneficiary ies under the Deed of Trust executed by MICHAEL L. TINKHAM, a single man

to BOISE TITLE AND ESCROW, INC.

as Trustee

recorded May 2, 1990 in Volume _____ at page _____ Instrument No. 139 603

of the Record of Mortgages for BOISE County, Idaho, given to secure the

payment of promissory note for the sum of \$ 38,000.00 and interest, has ENDORSED said note

and does hereby ASSIGN AND TRANSFER to VALLEY REAL ESTATE AND EXCHANGE

all right, title and interest in said note and all rights accrued or to accrue under said Deed of Trust.

Dated: April 19, 1991

James Potter

Paula M. Potter

STATE OF IDAHO, COUNTY OF

On this _____ day of April, 19 91,
before me, a Notary Public in and for said State, personally
appeared James Potter and Paula M. Potter

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Residing at _____

Notary Public,

Idaho.

Commission Expires: _____

STATE OF IDAHO, COUNTY OF Boise

I Hereby Certify that this instrument was filed for record at
the request of M.L. Veen
at _____ minutes past 15:48 o'clock M.
this 2 day of May 1991, in my office, and duly recorded in Book of
Mortgages at page _____

By _____
Deputy.

Fees \$6.00

Mail to: _____

139604

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WESTERN REGION

THIS DEED OF TRUST, Made this 19th day of April, 1991
BETWEEN MICHAEL L. TINKHAM, a single man, herein called GRANTOR,
whose address is: P.O. Box 518, Garden Valley, Idaho 83622
BOISE TITLE & ESCROW, Inc., an Idaho corporation, herein called TRUSTEE, and JAMES POTTER and
PAULA M. POTTER, husband and wife, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Boise State of Idaho, described as follows and containing not more than twenty acres:

Attached hereto and made a part hereof by reference marked as "Exhibit A"

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OCT 09 1996

WATER RESOURCES

WESTERN REGION

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter granted upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of THIRTY EIGHT THOUSAND AND NO/100 Dollars, (\$ 38,000.00), final payment due APRIL 19, 2001 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of all matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.



Boise Title & Escrow, Inc.

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

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

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

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

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

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

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

Michael L. Tinkham
.....
Michael L. Tinkham

STATE OF Idaho County of

On this 14th day of April 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared

Michael L. Tinkham

known or identified to me to be the person whose name is subject to the within instrument, and acknowledged to me that he is the person whose name is subject to the within instrument.

Earl D. Livingston
Earl D. Livingston
Broadway Valley, IDA
9-1-91

STATE OF IDAHO, COUNTY OF Boise
I hereby Certify that this instrument was filed for record at the request of Mr. Tinkham

at 15:48 minutes past 2 o'clock PM on this 2 day of May 1991, in my office, and duly recorded in Book of Mortgages at page 139603

Arlene C. Kalar
Arlene C. Kalar
Ex-Officio Recorder

By *Nola Yonker*
Nola Yonker
Fees \$ 9.00 Deputy.
Mail to: 139603

DEED OF TRUST
WITH POWER OF SALE

GRANTOR
BOISE TITLE & ESCROW,
INC.
TRUSTEE
BENEFICIARY

Boise Title & Escrow, Inc.
1200 N. 112th Street

REQUEST FOR RECONVEYANCE

(THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST)

Idaho.

, 19

To: BOISE TITLE & ESCROW, INC.: Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to:

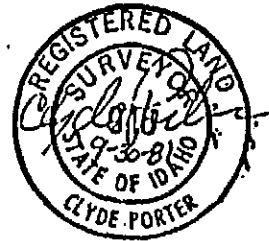
The undersigned hereby certifies that the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred

Address

Telephone No.

"EXHIBIT A"
Legal Description
Parcel "C"

A Parcel of Land located in the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 34; Township 10 North; Range 4 East; Boise Meridian; Boise County, Idaho; more particularly described as follows:
Beginning at the Center 1/4 Corner of said Section 34, and commencing;
N 2° 31' 28" W 1263.71 feet to an Iron Pin in the Centerline of the Middle Fork County Road, also being the Real Point of Beginning;
thence continuing along said Centerline N 5° 53' 47" W 254.63 feet to an Iron Pin;
thence along a Curve to the Right having a Radius of 310.00 feet, a Central Angle of 15° 52' 35", an Arc Length of 85.90 feet, and a Chord which bears N 2° 02' 31" E 85.63 feet to an Iron Pin;
thence N 9° 58' 48" E 58.34 feet to an Iron Pin;
thence leaving said Centerline, S 64° 33' 22" E 1176.96 feet to a Point on the high water line of the Middle Fork of the Payette River;
thence continuing along said high water line S 2° 25' 22" W 168.00 feet to a Point;
thence S 12° 07' 14" W 262.51 feet to a Point;
thence leaving the said high water line N 61° 36' 23" W 1122.64 feet to the Real Point of Beginning;
Said Parcel containing 10.13 Acres more or less.



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WATER RESOURCES
WESTERN REGION

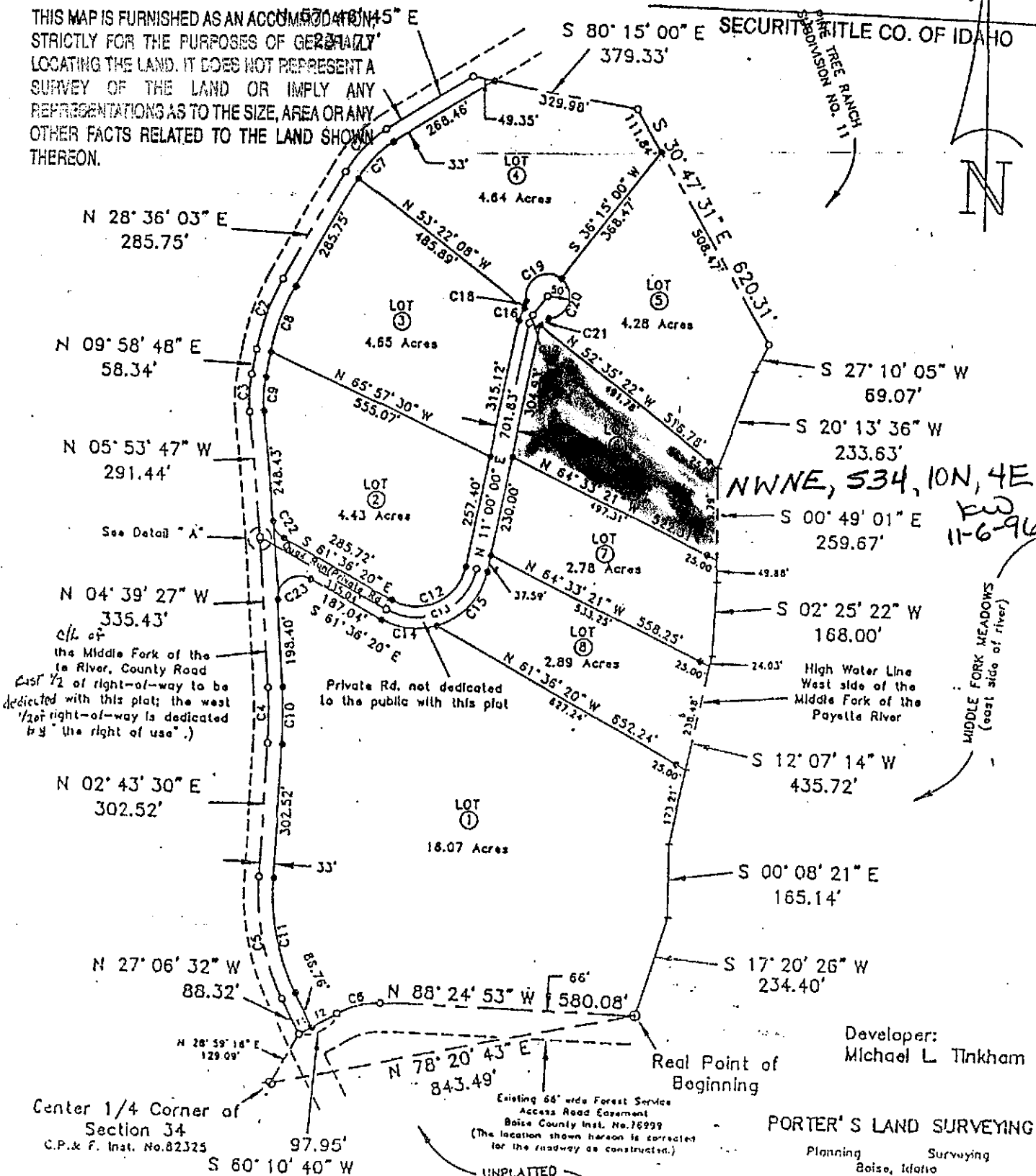
This sketch is for location purposes only. The Company assumes no liability for variations.

PIONEER TITLE COMPANY
of Ada County

THIS MAP IS FURNISHED AS AN ACCOMPANIMENT TO A DEED, AND IS STRICTLY FOR THE PURPOSES OF GENERALIZING LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREON.

This plat is made solely for the purpose of assisting in locating said land, and the company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

SECURITY TITLE CO. OF IDAHO



RECEIVED

OCT 09 1996

WATER RESOURCES
WESTERN REGION

PORTER'S LAND SURVEYING

Planning Surveying
Boise, Idaho
Date: 5-3-91 Job No. 9051

Page 1 of 1

OWNERSHIP CHANGE CHECKLIST

____ AJQ1 ADJUDICATION CLAIMS FOUND ☒ Y ____ N

A65-03226, A65-11236

____ AJQ4 ADJUDICATION CLAIMS FOUND ☒ Y ____ N

Same

____ WRQ1 WATER RIGHTS FOUND ____ Y ☒ N

____ WRQ4 WATER RIGHTS FOUND ☒ Y ____ N

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 ____

*Paula Buzzell is
Paula Potter per
corres. in file
KW*

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: A65-03226

Date Received: 5-11-89

Receipt No: X999999

Received By: _____

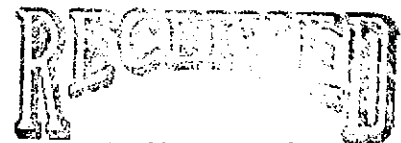
NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DEAN BUZZELL
Address: ROUTE 1
MELBA, ID

83641

Name: PAULA BUZZELL
Address: ROUTE 1
MELBA, ID

83641



MAY 20 1989

Department of Water Resources

2. Date of Priority: JUL 23, 1883

3. Source: PAYETTE RIVER, MIDDLE FORK Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
10N	04E	34	SW	NE			BOISE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.730		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A65-03226

Page 1

Date: 05/03/89

MICROFILMED
OCT 18 1996

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	04E	34	NW	NE		IRR	17.0
			SW	NE		IRR	29.0
						Section Acres	46.0
						Total Acres	46.0

11. Place of use in counties: BOISE

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

13. Other Water Rights Used:

14. Remarks:

DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE
AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NWSW,
S.22, T.10N, R.4E.
THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11236 & 65-2901 SHALL
PROVIDE NO MORE THAN .02 CFS/ACRE.
TRIB. INCORRECTLY DECREED.

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

~~MICROFILMED~~
~~OCT 18 1996~~

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: 3

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): Paula M Buzzell Potter Date: May 24, 1989
_____ Date: _____

State of ~~Idaho~~ ^{HAWAII})
County of HAWAII) SS.

Subscribed and sworn (or affirmed) before me this 24th day
of MAY 19 89

Mark L. Rodriguez
Notary Public

Seal

Residing at KAILUA-KONA
My Commission Expires 12/14/89

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: A65-03226

Date Received: 5/11/89

Receipt No: X999999

Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PAULA POTTER 208-466-2493
Address: C/O DARIUS BAILEY
P.O. BOX 876
NAMPA, ID 83653

2. Date of Priority: JUL 23, 1883

3. Source: PAYETTE RIVER, MIDDLE FORK Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
10N	04E	34	SW NE		BOISE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.730		

7. Total Quantity Appropriated is:
0.730 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
10N	04E	34	NW NE		IRR	17.0
			SW NE		IRR	29.0
Section Acres						46.0

10. Place of Use: Continued

Total Acres 46.0

11. Place of use in counties: BOISE

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

13. Other Water Rights Used:

14. Remarks:

DIVERSION UNDER THIS RIGHT SHALL NOT EXCEED THE FLOW AVAILABLE
AT THE ORIGINAL POINT OF DIVERSION FROM SCRIVER CREEK IN NWSW,
S.22, T.10N, R.4E.

THIS RIGHT WHEN COMBINED WITH RIGHTS 65-11236 & 65-2901 SHALL
PROVIDE NO MORE THAN .02 CFS/ACRE.

TRIB. INCORRECTLY DECREED.

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

~~MICROFILMED~~

~~SEP 22 1992~~

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: 1

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): Sharon T. Bader Date: May 11, 1989
for Paula Potter by Power of Attorney Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 11TH day
of MAY 19 89

Jeff Peppersack
Notary Public

Seal

Residing at _____

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

POWER OF ATTORNEY

Know all Men by these Presents: That We, James V. Potter and Paula M. (Buzzell) Potter, husband and wife, hereby grant unto Darius T. Bailey, of Nampa, Idaho, specific Power of Attorney, to act in our behalf in all matters relating to Civil Case No. 39576, before the State of Idaho; pertaining to "General Adjudication of Rights to Use of Water from the Snake River Basis Water System - State of Idaho" - which we have an intrest in by virtue of lands owned by us in Boise County, Idaho; and by virtue of legal guardianship over Paul Clayton Buzzell and Connie Lynn Buzzell - the minor children of Paula M. (Buzzell) Potter, and Carl Dean Buzzell, Deceased; who own lands, together with their majority age siblings, in Boise County; under the name of the Buzzell Estate Trust; Darius T. Bailey, Trustee.

Be it further known that such Power of Attorney is hereby granted on behalf of the undersigned, and the aforementioned minor children; and shall run continuous and uninterrupted, throughout the course of this hearing and adjudication process; unless, and untill it be formally revoked in writing with such revocation served on said attorney in fact, and the Department of Water Resources, by certified mail.

Whereunto we hereby affirm to have granted such Power of Attorney, and have hereby affixed our signatures in witness thereof, on this 4th day of May, 1989.

James V. Potter
James V. Potter

Paula M. Buzzell Potter
Paula M. (Buzzell) Potter

Subscribed and sworn before me on the day first above written.

Gloria J. Bradley
Gloria Bradley
Youth With A Mission
Kailua-Kona, HI

~~MICROFILMED~~
~~SEP 22 1992~~