

5a

JAC

7.5 N

24 R8 E R9 E

2972 III NW
(MILLER MTN. EAST)

626

25'

627

590 000 FEET

628

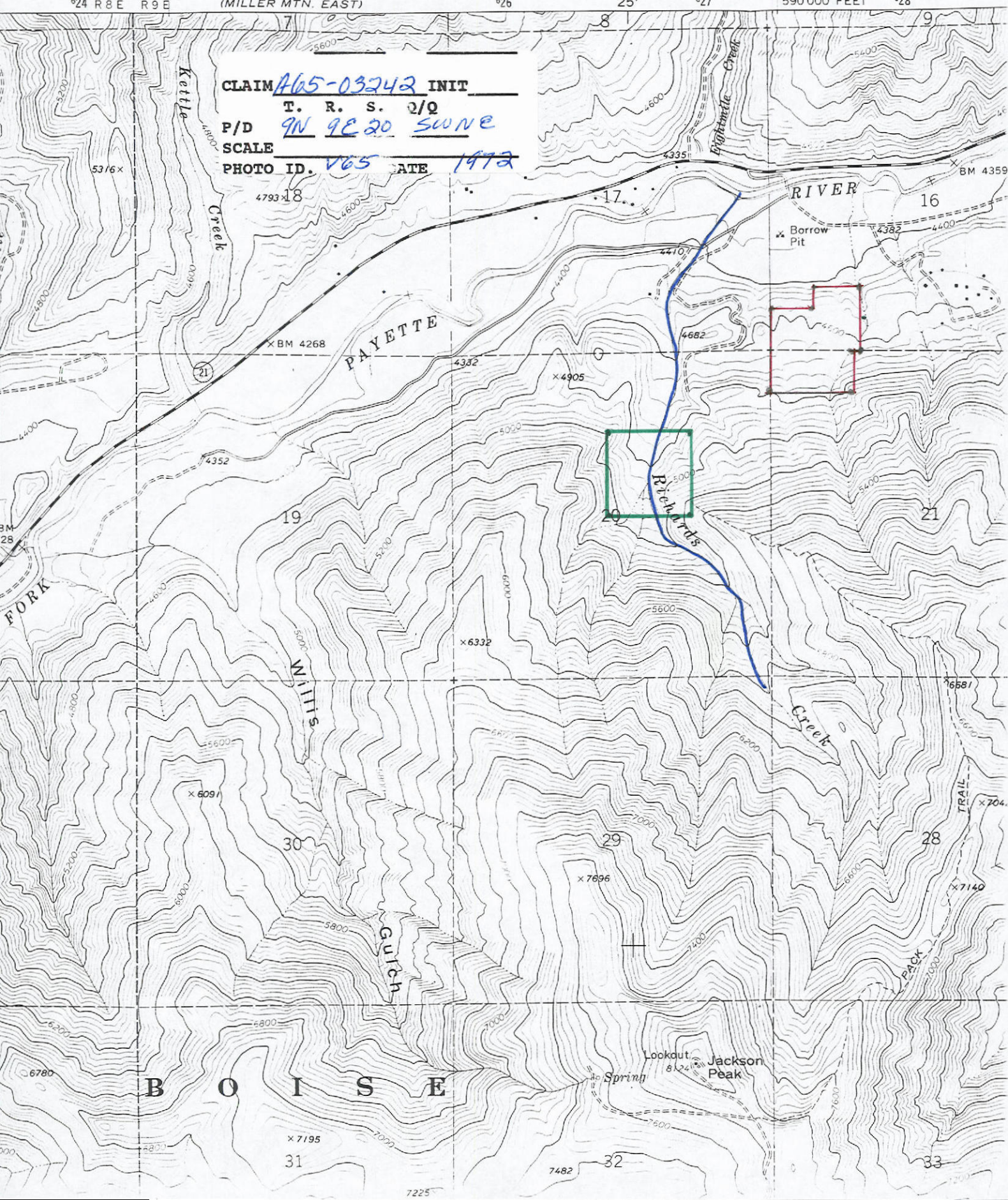
CLAIM 465-03242 INIT

T. R. S. 2/Q

P/D 9N 9E 20 SWNE

SCALE

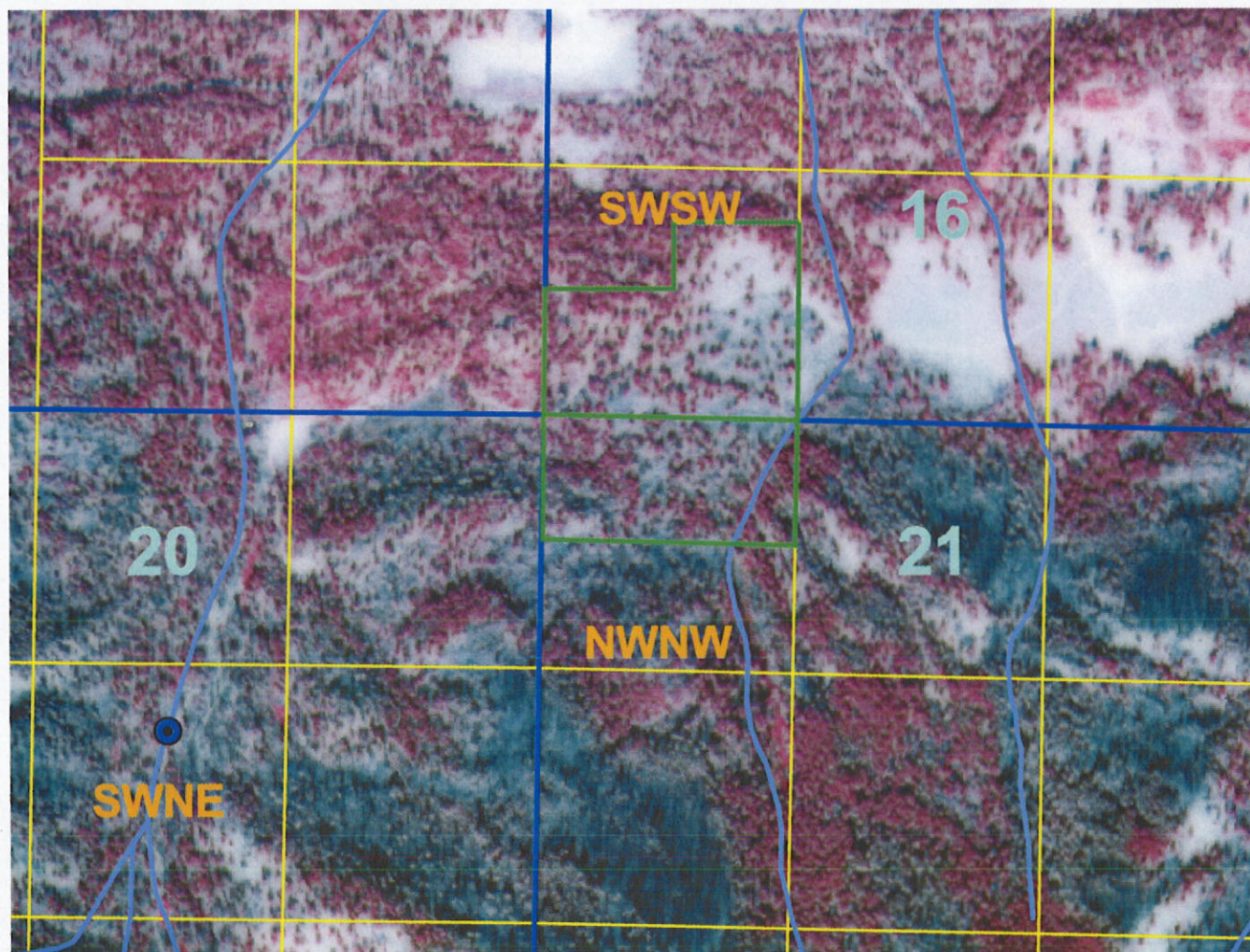
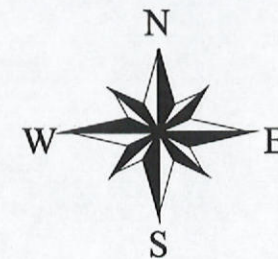
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Lab

IDAHO DEPARTMENT OF WATER RESOURCES

T09N, R09E, S16 & S21



1987 NAPP PHOTO

- POINT OF DIVERSION
- ▭ PLACE OF USE
- ▭ 1/4 1/4 LINES
- ▭ SECTION LINES
- 6 ACRES
- 6 SECTION NUMBERS

CLAIM(S): 65-03242

OWNER(S): TALMAKS/ROBERTSON

Prepared by Mel Schulte

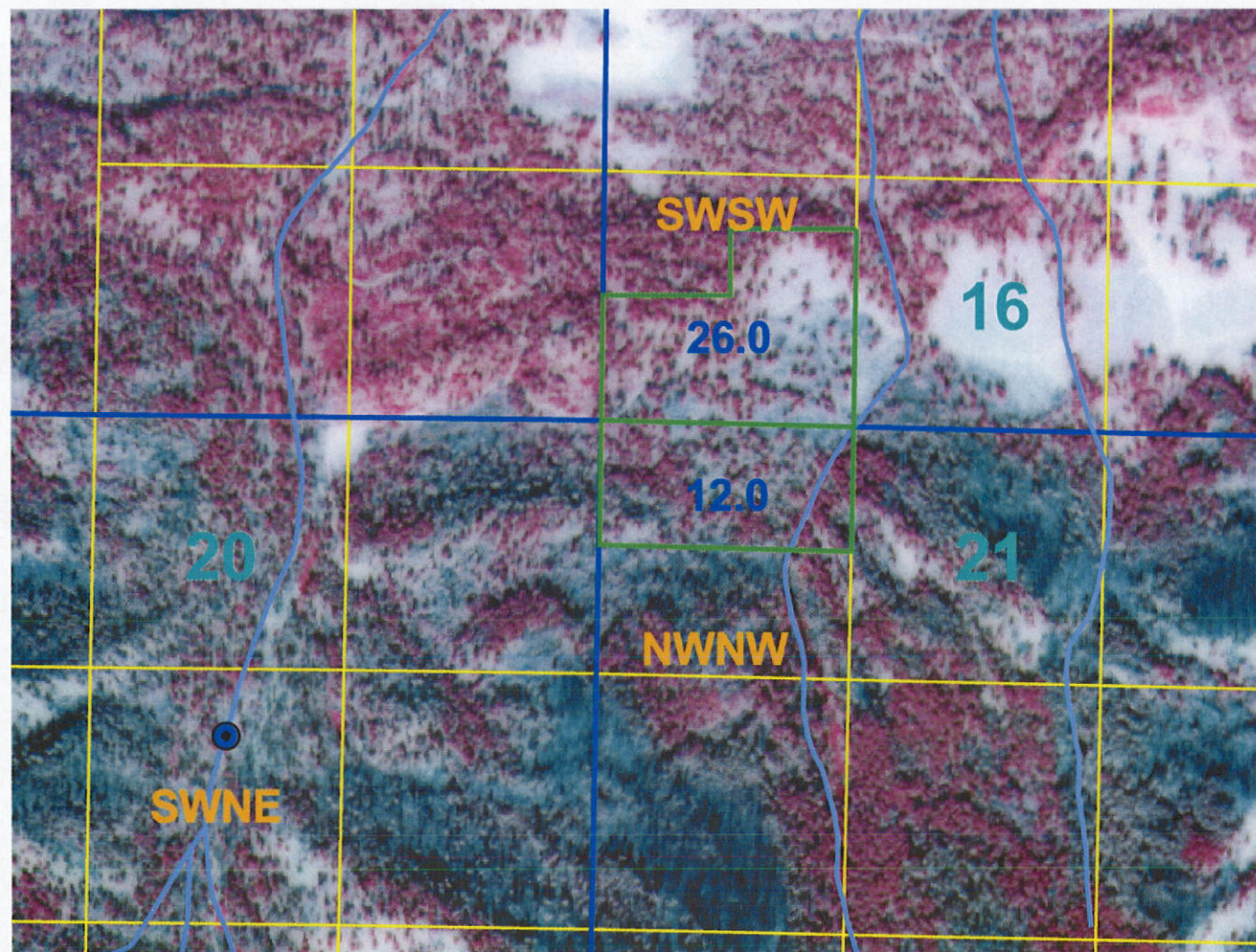
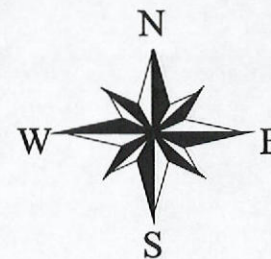
DATE: DECEMBER 7, 1999



6c

IDAHO DEPARTMENT OF WATER RESOURCES

T09N, R09E, S16 & S21



1987 NAPP PHOTO

● POINT OF DIVERSION

▭ PLACE OF USE

▭ 1/4 1/4 LINES

▭ SECTION LINES

6 ACRES

6 SECTION NUMBERS

CLAIM(S): 65-03242

OWNER(S): TALMAKS/ROBERTSON

Prepared by Mel Schulte

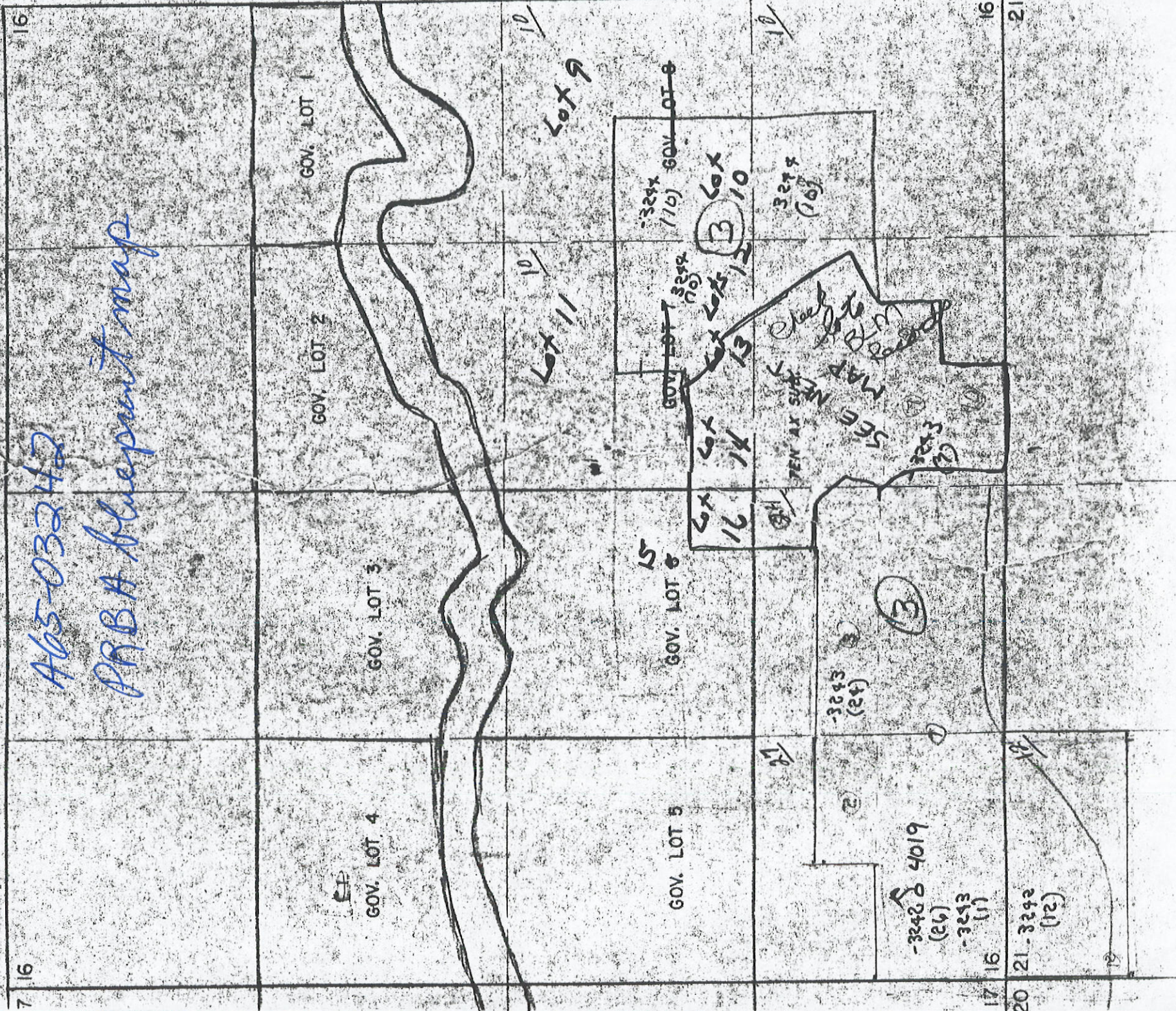
DATE: DECEMBER 7, 1999

0 0.25 0.5 0.75 1 1.25 Miles

6d

A65-03242

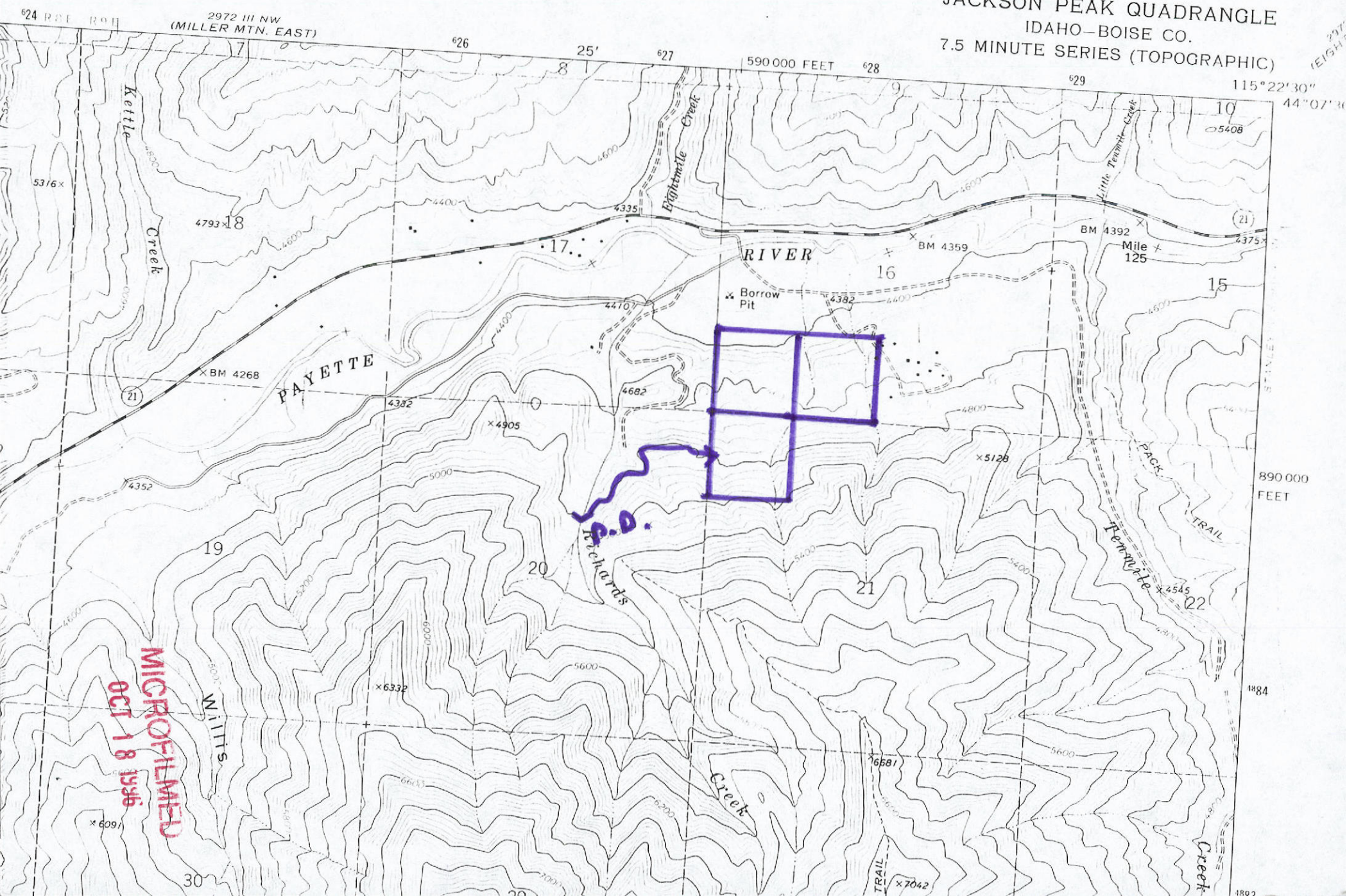
PRBA blueprint map



[illegible]

POOR ORIGINAL

JACKSON PEAK QUADRANGLE
IDAHO-BOISE CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)



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

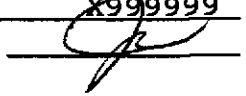
IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A65-03242

Date Received: 11/ 8/1995

Receipt No: X999999

Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TALMAKS INC 208-331-1470
Address: 1912 WILLOW ST
CALDWELL ID 83605

AND

Name: PATRICIA A ROBERTSON 208-331-1470
Address: 1912 WILLOW ST
CALDWELL ID 83605

2. Date of Priority: DEC 13, 1919

3. Source: RICHARDS CREEK Trib. to: PAYETTE RIVER, SOUTH FORK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09N	09E	20	SW	NE			BOISE

5. Description of diverting works:

ROCK & WOOD DAM W/GRAVITY FLOW THRU DITCHES FOR IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.760		

7. Total Quantity Appropriated is:

0.760 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
09N	09E	16	SW	SW		IRR	26.0

MICROFILMED
OCT 18 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	26.0
		21	NW	NW	IRR	12.0
					Section Acres	12.0
					Total Acres	38.0

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:
CLAIM NO. A65-03243.

14. Remarks:
OFFICERS OF CORPORATION:
PATRICIA A. ROBERTSON, PRESIDENT
BEDFORD D. BOSTON, SECRETARY-TREASURER

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

MICROFILMED
JUL 18 1996

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): Patricia A. Robertson Date: 11/8/95

Date: _____

State of Idaho)
County of AOA) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of Nov. 19 95 Jan O'Keefe
Notary Public

Seal

Residing at Meridian ID
My Commission Expires 9-14-2000

MICROFILMED
JUL 18 1996



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

RECEIVED

JUN 16 2000

Department of Water Resources

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

In Re SRBA)

A. Subcase: 65-03242
(insert water right number)

Case No. 39576)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America acting thru the Department of Interior
Bureau of Reclamation

Address: 1150 N. Curtis Rd
Boise, ID 83706-1234

Daytime Phone: (208) 334-1464 (Irene Collins)

Name & Address of Attorney, if any:
James J. Dubois and Larry A. Brown
United States Department of Justice
Environment and Natural Resource Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, ID 83724 (208) 387-0835

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Talmaks Inc.
Patricia A. Robertson

Address: 1912 Willow St.
Caldwell ID 83605

D. I object to the following elements as recommended in the Director's Report.
(Please check the appropriate box(es)).

■ **General Provisions Basin 65 Irrigation & Other Part II (3) Separate Streams Administration**

1. ☐ **Name and Address**

Should be:

2. ☐ **Source**

Should be:

3. ☐ **Quantity**

Should be:

4. ☐ **Priority Date**

Should be:

5. ☐ **Point(s) of Diversion**

Should be:

6. ☐ **Instream Flow Description**

Should be:

7. ☐ **Purpose(s) of Use**

Should be:

8. ☐ **Period of Year**

Should be:

9. ☐ **Place of Use**

Should be:

I object because:

☐ This water right should not exist.

☐ This water right was not recommended, but should be recommended with
the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):**

The Bureau of Reclamation objects to the separate stream provision of the Director's Report for Basin 65, Part II. These streams should be administered as part of the Payette River System in order to adequately protect water rights in the Payette River subbasin.

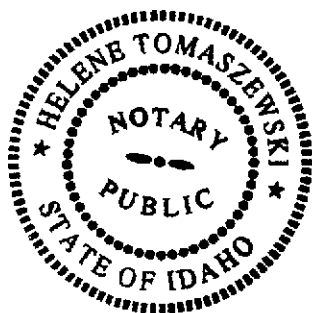
F. VERIFICATION (Must be Completed)

State of Idaho)
)ss.
County of Ada)

Jerrold D. Gregg, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and

(6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.



(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6-14-00

Helena Tomaszewski

Notary Public for IdahoResiding at: MeridianMy Commission Expires: 1-16-2000

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on 15 June, 2000 I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

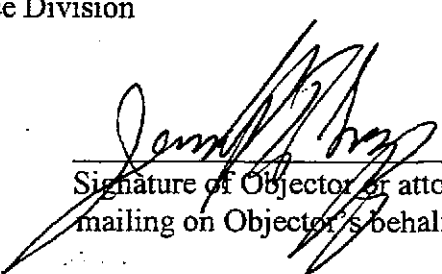
Name: Talmaks Inc Patricia A Robertson
Address: 1912 Willow St
Caldwell ID 83605

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of Objector or attorney
mailing on Objector's behalf

AJ0749NP
No. R65-03242

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

DATE: 12/07/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	TALMAKS INC	12/13/1919	IRRIGATION	04-15 10-15	0.760 CFS	
C	PATRICIA A ROBERTSON 1912 WILLOW ST CALDWELL ID 83605 (208) 331-1470			TOTAL DIVERSION:	0.760 CFS	

Water Source: RICHARDS CREEK

Tributary to: PAYETTE RIVER, SOUTH FORK

Stage: DECREED

Point(s) of Diversion:

T09N R09E S20

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
09N	09E	16	:																	:	26.0
09N	09E	21	:							12										:	12.0
																				TOTAL ACRES	38.0

POU County: BOISE

Remarks: QNT THIS RIGHT WHEN COMBINED WITH RIGHT NO. 65-03243 SHALL PROVIDE
NO MORE THAN .02 CFS PER ACRE.

EXP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 65-03240, 65-03241 & 65-03243.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

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

Comments: Date: 12/07/1999 User-ID: MSCHULTE Subject: COPIED FROM REMARKS
OFFICERS OF CORPORATION:
PATRICIA A. ROBERTSON, PRESIDENT
BEDFORD D. BOSTON, SECRETARY-TREASURER

Audit: 12/07/99 MSCHULTE

February 3, 2000

**NOTICE OF ERROR
REPLY**

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

Water right number: 65-03242

PATRICIA A ROBERTSON
1912 WILLOW ST
CALDWELL ID 83605

Daytime Telephone Number: 208/331-1470
Evening Telephone Number: 208/454-3083

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: 2-29-00 SIGNATURE: Patricia A. Robertson
Please print your name: PATRICIA A. ROBERTSON

February 3, 2000

NOTICE OF ERROR
REPLY

RECEIVED

MAR 1 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

MAR 01 2000

WATER RESOURCES
WESTERN REGION

Water right number: 65-03242

TALMAKS INC
1912 WILLOW ST
CALDWELL ID 83605

Daytime Telephone Number: 208/331-1470

Evening Telephone Number: 208/454-3083

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: 2-29-00

SIGNATURE:

Please print your name:

PATRICIA A. ROBERTSON

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

07:43:53
12/07/99
17

PAGE: 17
PROFILE REPORT

CLAIM NUMBER: A65-03242

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	TALMAKS INC	12/13/1919	IRRIGATION	04-15 10-15	0.760 CFS	
C	PATRICIA A ROBERTSON					
TOTAL DIVERSION:					0.760 CFS	

Water Source: RICHARDS CREEK

Tributary to: PAYETTE RIVER, SOUTH FORK

Stage: DECREED

Point(s) of Diversion: T09N R09E S20 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	Lt	Ac	:	SUM
09N	09E	16	:																			:	26.0
09N	09E	21	:																			:	12.0
																					TOTAL ACRES	38.0	

POU County: BOISE

Other Rights: CLAIM NO. A65-03243.

Remarks: GEN OFFICERS OF CORPORATION:
PATRICIA A. ROBERTSON, PRESIDENT
BEDFORD D. BOSTON, SECRETARY-TREASURER

Dates: Exam Made Date: Verified Date: Objection Filed Date:

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

EXP-FOG w. 3240, 41, 43

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

07:43:25
12/07/99

PAGE: 16
QUICKLOOK INFORMATION

16
CLAIM NUMBER: A65-03242

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			MS In office 12-7-99	N		MS 12-7-99	MS 12-7-99	
POINT OF DIV				N				
SOURCE				N				
PLACE OF USE	Y			N				
DIV. AMOUNT CFS/VOLUME				N				
CONSUMPTIVE USE	-			N				
PURPOSES OF USE				N				
PERIOD OF USE				N				
BASIS OF CLAIM				N				
REMARKS	Y			Y				

BARCODE UPDATED
WHOM/DATE

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()
(☒) TOPOGRAPHIC	DATE FIELD CHECKED <u>1972 map</u> IDWR ID NO. <u>V65</u>	Y(☒) N() <u>5a</u>
(☒) NAPP <u>GTS maps (2)</u>	DATE OF PHOTO <u>1987 12-7-99</u> IDWR ID NO. _____	Y(☒) N() <u>6b 16c</u>
() 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() <u>6a</u>
(☒) OTHER <u>GTS table</u>	DATE <u>12-7-99</u>	Y(☒) N() <u>6a</u>
(☒) OTHER <u>BBB blueprint map</u>	DATE _____	Y(☒) N() <u>6b</u>
(☒) OTHER <u>" claim</u>	DATE <u>10-14-77</u>	Y(☒) 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 _____	_____	_____
() SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____	_____	_____
() HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
(☒) OTHER <u>Flow review report</u>	DATE <u>12-7-99</u>	<u>1</u>	_____
(☒) OTHER <u>Page from decree</u>	DATE <u>3-2-79</u>	<u>1</u>	_____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

07:43:25
12/07/99

PAGE: 1
GENERAL INFORMATION

1
CLAIM NUMBER: A65-03242

LAST: WINN
ADDRESS: ROUTE 5
CITY: BOISE
PHONE NUMBER: 208-000-0000

FIRST: WILLIAM L.
STATE: ID ZIP: 83705

OWNER CODE: O

LAST: WINN
ADDRESS: ROUTE 5
CITY: BOISE
PHONE NUMBER: 208-000-0000

FIRST: BESSIE V.
STATE: ID ZIP: 83705

OWNER CODE: O

LAST: TALMAKS INC
ADDRESS: 1912 WILLOW ST
CITY: CALDWELL
PHONE NUMBER: 208-331-1470

FIRST:
STATE: ID ZIP: 83605

OWNER CODE: C

LAST: ROBERTSON
ADDRESS: 1912 WILLOW ST
CITY: CALDWELL
PHONE NUMBER: 208-331-1470

FIRST: PATRICIA A
STATE: ID ZIP: 83605

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER
Y() N()

CLAIM REMARKS: GEN OFFICERS OF CORPORATION:
PATRICIA A. ROBERTSON, PRESIDENT
BEDFORD D. BOSTON, SECRETARY-TREASURER

CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: __/__/__

APPOINTMENT MADE: Y(____) N(____)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

In office exam 12-7-99

A. AJ CLAIM: # A65-03242 PRIORITY DATE: 12-13-1919 STAGE: D

B. WR RECORD: # 65-03242 PRIORITY DATE: 12-13-1919 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 as Decreed in the PRBA.

=====

RECOMMENDED PRIORITY DATE:

12-13-1919
REVIEWED BY Meel Schulte

DATE 12-7-99

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
A65-03242	09N 09E	20		SW	NE			BOISE		

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX	R PREFIX
A65-03240	R65-03240
A65-03241	R65-03241
A65-03243	

WR RECORDS IN SAME 40 ACRE TRACT

65-03240
65-03241
65-03243
65-03244

SOURCE: RICHARDS CREEK

TRIB: PAYETTE RIVER, SOUTH FORK

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
65-03242	09N 09E	20		SW	NE			BOISE		

OTHER WR RECORDS WITH SAME WR POD

65-03240
65-03241
65-03243
65-03244

AJ CLAIMS IN SAME 40 ACRE TRACT

A PREFIX	R PREFIX
A65-03240	R65-03240
A65-03241	R65-03241
A65-03243	

SOURCE: RICHARDS CREEK

TRIB: PAYETTE RIVER, SOUTH FORK

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: Recommended as decreed in the PRBA. The source was
verified on ~~top~~ USGS top map V65.

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

TWP. 09N	RGE. 09E	SEC. 20	1/4 SW	1/4 SW	1/4 NE	LOT	POD FLAG	COUNTY BOISE	DIVERSION NAME	DIVERSION NBR
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

SOURCE: RICHARDS CREEK

TRIB: PAYETTE RIVER, SOUTH FORK

REVIEWED BY:

Mel Schulte

DATE:

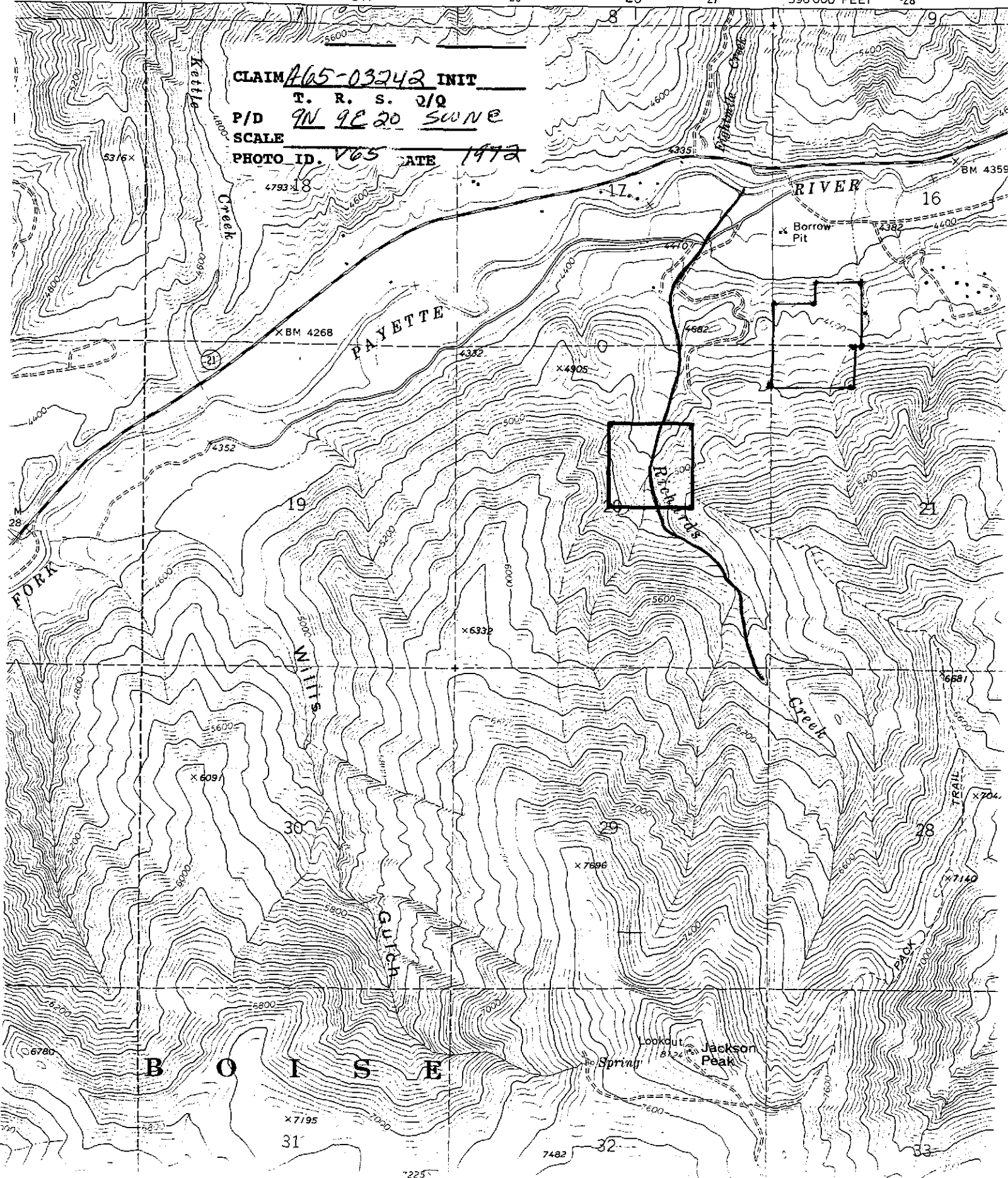
12-7-99.

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

7.5 N

678

PHOTO ID. V65 DATE 1972



A. ROOT WATER RIGHT NUMBERS: A65-03242

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
09N	09E	16	SW	SW		TALMAKS INC	A65-03242 / 26.0	65-03242 / 26.0			
			SW	SW		TALMAKS INC	A65-03243 / 1.0	65-03243 / 1.0			26
09N	09E	21	NW	NW		TALMAKS INC	A65-03242 / 12.0	65-03242 / 12.0			12

ADDITIONAL POU FOUND

TOTAL ACRES A65-03242 38.00 38.00

POU COUNTY: BOISE

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

Y() N(☒)

* IF YES, ARE THESE TRACTS LISTED ABOVE (), 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
A65-03242	RICHARDS CREEK	TALMAKS INC	0.760	0.020		
A65-03243	RICHARDS CREEK	TALMAKS INC	0.640	0.020		

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: CLAIM NO. A65-03243.

Possible overlap of 1 acre with 65-03243

WESTERN REGION

6a

OWNER (S): Talmaks / Robertson

CLAIM NUMBERS: A65-03242

AGENT: MEL SCHULTE

DATE 12-7-99

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
	9N	9E	16											26					26
			21						12										12
																			38

POLYGON CREATED ON 330

POLYGON # () () () () UPDATED BY MTS 1-3-2000

ATTRIBUTES OF B65-POU.SHP (1560) (1561) () () ()

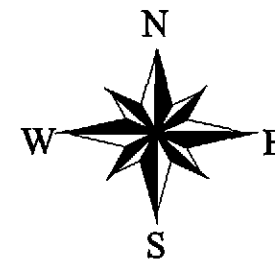
ATTRIBUTES OF B65-POD.SHP (1561) () () () ()

☒ B65-DBPOU.DBF UPDATED BY MTS

☒ B65-DBPOD.DBF UPDATED BY MTS

NOTES:

6ab
IDAHO DEPARTMENT OF WATER RESOURCES
T09N, R09E, S16 & S21



1987 NAPP PHOTO

● POINT OF DIVERSION

▭ PLACE OF USE

▭ 1/4 1/4 LINES

▭ SECTION LINES

6 ACRES

6 SECTION NUMBERS

CLAIM(S): 65-03242

OWNER(S): TALMAKS/ROBERTSON

Prepared by Mel Schulte

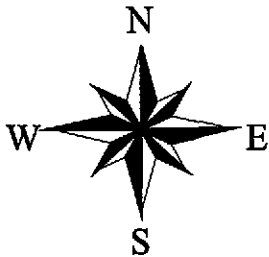
DATE: DECEMBER 7, 1999

0 0.25 0.5 0.75 1 1.25 Miles



6c

IDAHO DEPARTMENT OF WATER RESOURCES
T09N, R09E, S16 & S21



1987 NAPP PHOTO

● POINT OF DIVERSION

▭ PLACE OF USE

▭ 1/4 1/4 LINES

▭ SECTION LINES

6 ACRES

6 SECTION NUMBERS

CLAIM(S): 65-03242

OWNER(S): TALMAKS/ROBERTSON

Prepared by Mel Schulte

DATE: DECEMBER 7, 1999



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. _____; () ASCS PHOTO; () OTHER *PRBA blueprint map*
NOTES: *Amigation for two Ravens at Tall Pine Amended Sub.*

RECOMMENDATIONS:

TOTAL ACRES: *38* N/A ()
REVIEWED BY: *Mel Schulte* DATE: *12-7-99*

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A65-03242 IRRIGATION	FROM 04-15 TO 10-15	0.760 CFS	
TOTAL DIVERSION RATE/VOLUME		0.760 CFS	

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
65-03242 IRRIGATION	FROM 04-15 TO 10-15	0.760 CFS	
TOTAL DIVERSION RATE/VOLUME		0.760 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.

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:

Recommended as decreed in the PRBA

AJ CLAIM TOTAL DIVERSION RATE: 0.760 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 0.760 CFS

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

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 None, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES 38 x 0.02 CFS/ACRE = .76 CFS
(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()

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = NA AF/A

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

TOTAL DIVERSION VOLUME _____ AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = NA 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 ()

NOTES:

WR RECORD CONDITIONS/REMARKS:

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED (☒)

REC. PURPOSE OF USE	REC. PERIOD		REC. DIV		REC. DIV		REC. CONS.	
	FROM	TO	RATE CFS		VOL. AF/A		USE	
			DATABASE	EXAMINER	DATABASE	EXAMINER	DATABASE	EXAMINER
IRRIGATION	04-15	10-15	0.760	_____		_____	0.0	_____
_____	_____	_____		_____		_____		_____
_____	_____	_____		_____		_____		_____
_____	_____	_____		_____		_____		_____
_____	_____	_____		_____		_____		_____
TOTAL FOR THIS RIGHT			0.760	_____		_____	0.0	_____

NON-IRRIGATION USES CLAIMED:

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

REVIEWED BY: Mel Schulte DATE: 12-7-99

FLAG: _____
STANDARD CONDITIONS (CODE): _____

STANDARD REMARKS (CODE):

EXP- F06

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

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: 65-03242

TOTAL DIVERSION RATE OF WR SPLITS DATABASE 0.760 EXAMINER _____ CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A65-03242	0.760	-		65-03242	0.760
TOTAL CFS		0.760				0.760

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
Y EXAMINER
Y() N()

NOTES:

AUTHENTICATION:

SIGNATURE: McSchulte DATE: 12-7-99

NAME OF FIELD EXAMINER: _____ TITLE: _____

AJ5815NP

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT

DATE: 12/07/99

OPTION: IRRIGATION USES ONLY

ADJUDICATION CLAIM NUMBER: A65-03242

PAGE: 1

A. ROOT WATER RIGHT NUMBERS: A65-03242

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/USE/ACRES	WR #/USE/ACRES	LANDSAT DATA
09N	09E	16	SW	SW		TALMAKS INC	A65-03242 /01/26.0	65-03242 /01/26.0	
			SW	SW		TALMAKS INC	A65-03243 /01/ 1.0	65-03243 /01/ 1.0	
09N	09E	21	NW	NW		TALMAKS INC	A65-03242 /01/12.0	65-03242 /01/12.0	
TOTAL ACRES						A65-03242	38.00	38.00	

POU COUNTY: BOISE



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED

JUN 20 1997

WATER RESOURCES
WESTERN REGION

June 16, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Talmaks Inc.
Patricia A. Robertson
1912 Willow St.
Caldwell, ID 83605

RE: Decree Nos. A65-03242 & A65-03243

Dear Decree Holder:

I have enclosed an approved copy of the Application for Extension of Time to Avoid Forfeiture of a Water Right for the above referenced decrees. Please note that resumption of water for a beneficial use shall occur on or before **November 1, 1997**.

Please notify the Department as soon as you resume use. If you have not notified the Department sixty (60) days prior to November 1, 1997, we will notify you by certified mail of the need to do so.

Please be advised that Section 42-248, Idaho Code, which became affective on July 1, 1996, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Please contact any office of the department for the proper form to file a change of ownership of a water right and/or a change in the address of the owner. Failure to maintain current records with the department could result in the assessment of a monetary penalty.

Please contact me at (208)327-7953 if you have any questions concerning this matter.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosure

C: IDWR - Region

1600 - 1700

Water Right No. 65-03243

RECEIVED

FEB 13 1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 11 1996

WATER RESOURCES
WESTERN REGION

Department of Water Resources **Application for Extension of Time to Avoid Forfeiture
of a Water Right**

Section 42-222 of the Idaho Code provides that a water right shall be lost and forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee.

1. Name of water right holder TALMAK'S INC. & PATRICIA A. ROBERTSON
Post office address 1912 WILLOW ST., CANSWELL, ID 83605
2. The right was obtained or is evidenced by:
a. Decree to WINN (WILLIAM L. & BESSIE V.) in Case of STATE OF IDAHO
(Name)
vs. A & C CORP., ETAL, Dated 1-21-1986 in THIRD JUDICIAL DISTRICT
(Name of Court)
Court, County of GEM. Fully describe decree PAYETTE RIVER BASIN & ALL TRIBUTARIES.
WATER RIGHT NOS. 65-03242 & 65-03243 (DESC. BELOW)
- b. License No. _____ issued by the Department of Water Resources.
c. Claim No. _____ on file with the Department of Water Resources.
3. Source of water RICHARDS CREEK tributary to S. FK. PAYETTE RIVER
(Name of stream or source)
4. Date of priority of right 65-03242-12-13-1919 & 65-03243-8-26-1947
5. Amount of water a. 65-03242-.76 CFS
65-03243-.64 CFS c.f.s. and/or TOTAL CFS - 1.4 CFS
b. _____ acre feet/annum
6. Water is used for IRRIGATION from 4-15 to 10-15
_____ from _____ to _____
_____ from _____ to _____
(Purpose) (Month-Day) (Month-Day)
7. Location of point of diversion is SW 1/4 NE 1/4 of Section 20
Township 9N, Range 9E, B.M., in BOISE County;
Additional points of diversion, if any _____

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
65	032	N2																	
9N	9E	16											26						26
		21						12											12
													TOTAL	65-032N2-					38
65	032	N3																	
9N	9E	16											1	24			7		32

Total number of acres irrigated 70

9. Give last date when water was applied to beneficial use Summer or Fall of '91 or '92
Length of extension of time requested 1 years, or until October 31, 1997
(Date)

10. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and reasons for non-use Due to flash flooding, as a result of forest fires in the area, the irrigation diversion dam and transmission system were destroyed before I purchased the land. We must rebuild the dam and transmission system to use the water rights again for irrigation, which is badly needed. To rebuild, we need time to design & rebuild the system. We are currently working on a dam design & measurements for materials to be purchased.

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

Patricia A. Robertson
(Signature of Applicant)

Subscribed and sworn to before me this 10 day of September, 19 96.

DeVon Spellman
(Notary Public)
Residing at Well FD

My commission expires 11/22/01

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby APPROVE said application subject to the following conditions or reasons.

Resumption of water to a beneficial use shall occur on or before November 1, 1997.
The water user must report the resumption of water use to the department prior to November 1, 1997.

Witness my hand this 16th day of June, 19 97.

A. Glen Saylor
Chief, Water Allocation Bureau

For Department Use Only

Received by [Signature] Date 9-11-96 Time 1:19 PM Preliminary check by ly
Fee \$ 100 Received by [Signature] Date 9-11-96 Publication prepared by [Signature]
Published in Messenger Index Dates 10-24-9-1996
Publication approved by St Date 11-5-96 Protests filed by: [Signature]
Copies of protests forwarded by [Signature] Hearing held by [Signature] Date [Signature]
Recommended for Approval 11 Denial by Bay 5 2/12/97

A65-03242

MAR 02, 1979

PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

PAGE 309

INDICATES TOTAL

SOURCE: RICHARDS CREEK

TRIBUTARY TO: SOUTH FORK, PAYETTE RIVER

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
65-3240	COTTRELL, F. W. & COTTRELL, ELEANOR P. O. BOX 192, ORCAS, WASHINGTON 98280 REMARKS: ALSO SEND COPY TO: GARN CHRISTENSEN, SOUTH FORK LODGE; LOWMAN, IDAHO 83637.	10/30/1919	IRRIGATION	4/15 10/15	--- AFA .36 CFS	NWNE S20 T 9N R 9E SWNE S20 T 9N R 9E	NESW(3) SESW(10) NWSE(8) SWSE(20) S17 T 9N R 9E *41*	DECREE
			DOMESTIC	1/ 1 12/31	1.20 AFA .04 CFS *---*AFA *.40*CFS		SAME AS OTHER USE	
65-3242	WINN, WILLIAM L. & WINN, BESSIE V. ROUTE 5, BOISE, IDAHO 83705	12/13/1919	IRRIGATION	4/15 10/15	--- AFA .76 CFS	SWNE S20 T 9N R 9E	NWNW(12) S21 T 9N R 9E SWSW(26) S16 T 9N R 9E *38*	DECREE
65-3243	WINN, WILLIAM L. & WINN, BESSIE V. ROUTE 5, BOISE, IDAHO 83705	8/26/1947	IRRIGATION	4/15 10/15	--- AFA .64 CFS	SWNE S20 T 9N R 9E	SWSW(1) SESW(24) NWSE(7) S16 T 9N R 9E *32*	DECREE
65-3241	COTTRELL, F. W. & COTTRELL, ELEANOR P. O. BOX 192, ORCAS, WASHINGTON 98280 REMARKS: SEND COPY TO: GARN CHRISTENSEN, SOUTH FORK LODGE, LOWMAN, IDAHO 83637.	10/27/1947	IRRIGATION	4/15 10/15	--- AFA 1.00 CFS	NWNE S20 T 9N R 9E SWNE S20 T 9N R 9E	NESW(3) SESW(10) NWSE(8) SWSE(20) S17 T 9N R 9E *41*	DECREE
65-3244	WINN, WILLIAM L. & WINN, BESSIE V. ROUTE 5, BOISE, IDAHO 83705	10/27/1947	IRRIGATION	4/15 10/15	--- AFA .60 CFS	SWNE S20 T 9N R 9E	SESE(10) LCT10(10) LCT12(10) S16 T 9N R 9E *30*	DECREE

INDICATES TOTAL

SOURCE: RICHARDS SPRING

TRIBUTARY TO: SINKS

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
65-9977	U. S. DEPT. OF AGRI. FOREST SERVICE, FEDERAL BLDG., 324 25TH STREET, OGDEN, UTAH 84401	4/ 1/1971	STOCKWATER	1/ 1 12/31	.50 AFA .02 CFS	NWNW S21 T 9N R 3E	NWNW S21 T 9N R 3E	BENEFICIAL USE

Boise

IDENT. NO.	MAP NO.
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
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NY 65-3242

(Name of Claimant)

(Mailing Address)

The extent and nature of said claim is as follows:

- December 13, 1919 ✓

- Richards Creek. Tributary to South Fork Payette River

- Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity 94 CFS. Use irrigation Period of Use From May 1 To Oct 1
(CFS, GPD, AF.) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both Dates Inclusive)

Quantity Use Period of Use From To
(CFS, GPD, AF.) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)

Quantity Use Period of Use From To
(CES, GPO, AF.) (Domestic, irrigation, stock, etc.) (Mo., Day) (Mo., Day)
(Both Dates Inclusive) (Both Dates Inclusive)

- 02 cfs TOTAL QUANTITY CLAIMED.
(CFS, GPD, AF.)

- A) Point of Diversion: Give location of point where water is diverted from its source SW $\frac{1}{4}$ NE $\frac{1}{4}$,
Sec. 20, Twp. 9N, Rge. 9E, B.M.; additional points: Boise County

- Give sizes and capacities: be as specific as possible.

dam across creek with headgate & distribution pipe 540' length 12" diameter to ditch

- A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

Total No. of acres 38.0

- NOTE:** Include here the type and number of stock watered.

- Effluent, sewage waste, or return water from this use is discharged into _____

- If you are claiming water as a member of an organization, list name of organization.

- Remarks

- Basis of claim (Check one) ☐ A) Right based on diversion and beneficial use.
 FL ☒ B) Right decreed by court, cite title of case: Richards Creek Rosa F. Atkins or
Frederick W. Cottrell, Jr. & Eleanor Cottrell Vs. William L. Winn & Bessie Winn 65-3242
May 31, 1962 ☐ C) Right based on application, permit, license, or claim filed with the Idaho Department of
 Water Resources.

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

(-210)

Individuals

(Signature of Claimant)

Organization

Organization

(Signature of Spouse)

\$3.

1. Seal

(Signature of Authorized Agent)

own to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they,

oration, partnership or _____) executed the same.

Boise, Idaho

11/1/78

CONTRACT OF SALE WITH ESCROW

THE PARTIES hereto are Ignacio and Colleen Lizaso, husband and wife, herein called Seller, and Talmaks, Inc., an Idaho corporation, and Patricia A. Robertson, herein called Buyer.

It is mutually agreed by and between the parties hereto as follows:

PREMISES: The Seller shall sell and the Buyer shall buy that real property with the improvements and fixtures thereon (herein called premises) situated in Boise County, Idaho, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all water, water rights, ditches and ditch rights appurtenant thereto or connected therewith and subject to all easements and rights-of-way of record or appearing on the land.

CONTINGENCIES: This Contract is expressly contingent upon the following:

1. Buyer shall be able to amend the existing Covenants, Conditions and Restrictions to the Buyer's satisfaction to allow the Buyer to develop and control the retreat contemplated by the Buyer. Seller shall sign any documents necessary to effectuate any such amendments desired by Buyer. Any amendments shall not become effective or become matters of public record until expiration of the contingency period.

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2. Buyer shall be able to amend the plat to the Buyer's satisfaction to allow the Buyer to develop and control

the retreat contemplated by the Buyer. Seller shall sign any documents necessary to effectuate any such amendments desired by Buyer. Any amendments shall not become effective or become matters of public record until expiration of the contingency period.

3. Buyer shall be able to locate and develop water sources at reasonable cost for development of the retreat. Determination of "reasonable cost" shall be at Buyer's sole discretion.
4. Buyer shall be able to obtain four (4) more buyers of lots, in addition to Patricia Robertson and Garn Christensen. A Memorandum of this Contract of Sale With Escrow will be recorded in Boise County to put prospective purchasers on notice of Buyer's right to rescind this Contract. During the contingency period, Buyer will expressly provide in contracts of sale to third parties that such third party sales are contingent on nonrescission of this Contract of Sale between Buyer and Seller. Buyer will indemnify and hold Seller harmless from any sales to third parties during the contingency period.
5. Buyer shall have 180 days from the date of this Contract to rescind this Contract if, in the Buyer's sole and exclusive discretion, there is a failure of any of these contingencies.
6. During the contingency period, Buyer will make no alterations, improvements or other changes to the property without Seller's consent.

PURCHASE PRICE: The Buyer shall pay to the Seller for the

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premises a purchase price of ONE HUNDRED
AND ONE HUNDRED DOLLARS (\$147,100), to be
at the rate of 7.25% per annum as follows:

DUSAND
hereon

1. The sum of \$27,000 as a down payment. The down payment will be held in escrow for 180 days until Buyer's right of rescission expires. If the Buyer exercises the right of rescission for failure of any of the contingencies set forth in this Contract, the down payment shall be disbursed in the following order of priority:
 - (1) Payment of the costs of the preliminary title report;
 - (2) Payment of the costs of escrow and document preparation;
 - (3) Payment of \$3,000 to the Seller;
 - (4) Payment of any liens of record as of the date of rescission which were created by Buyer; and
 - (5) Payment of the balance to Buyer.
2. The sum of \$120,100, hereinafter referred to as the unpaid balance of the purchase price, shall bear interest at the rate of 7.25% per annum on the unpaid principal balance, accruing from and after the closing date, which unpaid balance and interest shall be paid as follows: The sum of \$12,000, plus accrued interest, shall be due and payable on July 1, 1995, and a like sum of \$12,000, plus accrued interest, shall be payable annually on July 1 of each and every year thereafter.
3. Buyer shall have the right to prepay any amount at any time without penalty.

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4. All payments shall be first applied to accrued interest and the balance applied to principal.
5. All the payments upon the unpaid balance of the purchase price shall be made to the escrow holder hereinafter named.

CONDITION OF PREMISES: The Buyer has inspected the premises and agrees to accept the premises "as is" in their present condition and the Seller has made no representation or warranty other than set forth herein with reference to such condition.

IMPROVEMENTS AND LIENS ON PROPERTY: All improvements of a permanent nature which are constructed or built upon lots owned by Talmaks, Inc. shall remain thereon and become a part of the realty, and shall not be removed or destroyed before the final payment of the purchase price hereunder.

The Buyer will not allow or suffer any liens to be filed against the above-described property, or any part thereof; provided however, Buyer shall be entitled to sell lots as set forth herein.

POSSESSION WITH OCCUPANCY: The Seller shall deliver and the Buyer shall accept possession and occupancy of the premises in as good condition as they now exist, ordinary wear and tear excepted, on the effective date hereof.

ENTRY OF PREMISES: The Seller shall have the right to enter the premises at all reasonable times to inspect the same.

RISK OF LOSS: The Seller shall bear the risk of loss or damage to the premises until possession thereof has been delivered to the Buyer and the Buyer shall bear such risk of loss or damage thereafter.

WASTE: The Buyer shall not permit waste of the premises and

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shall not destroy or remove any portion thereof; provided however, when the unpaid balance is reduced to \$20,000, the Buyer will be allowed to sell trees from the property to pay the unpaid balance and Buyer shall assign the proceeds from sale of the trees to Seller for that purpose.

LIENS: The Buyer shall keep the Seller's interest in the premises free from all liens of every kind, except those occurring through the Seller's default or those occurring through sale of lots by the Buyer.

ALL TAXES: Taxes mean all general and special taxes levied against the premises and the improvements and fixtures thereon by any taxing unit for any purpose, including but not limited to bonds and special improvements. All taxes, whether paid or unpaid, shall be prorated between the Seller and the Buyer on a time basis as of Oct. 11th 1994, 1994. The Seller shall pay, before delinquency, all taxes prorated for the period of time before such date. Any payments due from one party to the other hereunder shall be paid forthwith.

CONDITION OF TITLE: The Seller warrants that the Seller is vested with a merchantable, unencumbered, fee simple title to the premises subject to declaration of covenants, conditions and restrictions of public record.

TITLE INSURANCE POLICY: The Seller shall, as hereinafter provided, cause a title insurance policy to be issued after the effective date hereof by a reliable title company insuring the Buyer in the sum of the purchase price of the premises against all losses which the Buyer might sustain by reason of defe~~ct~~

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Seller's title, subject only to those exceptions usually printed in such policies and those exceptions expressly set forth herein.

PAYMENT OF TITLE INSURANCE PREMIUM: The premium on the title insurance policy shall be paid by the Seller.

INSURANCE AND SERVICE OF PRELIMINARY REPORT OF TITLE: The Seller shall cause a preliminary report on the title insurance policy to be issued and shall serve the same on the Buyer for examination within thirty (30) days.

EXAMINATION OF PRELIMINARY REPORT - ISSUANCE OF POLICY: Within thirty (30) days after service of such preliminary report, the Buyer shall examine it and notify the Seller of each defect in the Seller's title to the premises not herein expressly excepted. The Buyer forever waives each defect not so noticed. The Seller shall, with a reasonable time, correct each defect so noticed and not herein expressly excepted. When the time has expired with which the Buyer may give notice of each such defect without any such notice having been given as herein provided or when the Seller has corrected each such defect so noticed as herein provided, the Seller shall forthwith, after expiration of the contingency period, cause the title insurance policy to be issued according to such preliminary report and to be deposited with the escrow holder and shall cause a true copy of the title insurance policy to be served upon the Buyer as verification that the title insurance policy has been issued in compliance with the provisions of this Contract.

WARRANTY DEEDS AND QUITCLAIM DEEDS IN ESCROW: **MICROFILMED**
shall immediately execute and deliver to the escrow holder **007-18 and**
sufficient warranty deeds conveying each of the platted lots set forth on Exhibit A to the Buyer subject only to the exceptions

expressly set forth herein. The Buyer shall immediately execute and deliver to the escrow holder good and sufficient quitclaim deeds conveying each of the platted lots set forth on Exhibit A to the Seller.

ESCROW HOLDER: The parties hereby designate the office of Boise Title in Boise, Idaho, as escrow holder.

ESCROW FEES: The Buyer and the Seller shall each pay one-half (1/2) of all initial filing fees and one-half (1/2) of all collection fees charged by the escrow holder.

RELEASE OF DEEDS: Seller agrees that Buyer may sell any of the lots set forth on Exhibit A. It is agreed by the parties hereto that each time Buyer pays \$5,000 upon the principal due under subparagraph 2 of the paragraph titled "Purchase Price," Buyer may request release of any designated lot and Seller shall authorize the escrow holder to release to the Buyer the warranty deed to the lot designated by the Buyer. Upon payment by Buyer of the full purchase price due under this Contract of Sale, all remaining warranty deeds which have not been previously released shall be delivered to Buyer.

Upon release of the warranty deed to any lot under the terms of this Contract, said lot shall no longer be subject to the terms of this Contract and shall be released therefrom.

In the event Buyer sells any of said lots under contract of sale to a third person and sufficient consideration is not paid to release said lot from the terms of this Contract, Buyer is given the power and authority, with Seller's consent, which consent shall not be unreasonably withheld, to set up a separate escrow to hold the deed to said lot. Said separate escrow shall specify the

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CONTRACT OF SALE WITH ESCROW - 7

amount to be paid against principal, according to the terms of this release agreement, as applicable, and shall carry interest at a rate no less than the rate on this Contract of Sale. The escrow holder set out hereafter shall, upon receipt of the payment and notice from Seller and Buyer, credit amounts due under this Contract of Sale with the amount received and shall thereafter deposit said deed as instructed, after which time said lot is no longer subject to the terms and conditions of this Contract. Upon receipt of \$5,000 from said escrow account, the escrow holder shall release the warranty deed to said lot to the Buyer.

Any additional costs or charges, including attorney fees for preparation of documents, are to be the sole responsibility of Buyer. It is the intent of this paragraph to completely secure the Seller as to any of said parcels to be released and at the same time insure the marketability of parcels to be sold to third persons and protect those third persons so long as they make payments as agreed. Accordingly, the parties to this agreement shall cooperate and execute such additional documents as may be necessary to effect the intent herein.

ESCROW INSTRUCTIONS: The parties shall forthwith deposit the original of this Contract, the deeds to the Buyer, the deeds to the seller, and, when available, all other instructions called for by this Contract, in escrow with the escrow holder. The parties shall forthwith execute the usual escrow instructions used by the escrow holder. If a conflict exists between the provisions of this Contract and the provisions of such escrow instructions, then the provisions of the escrow instructions shall control as between the escrow holder and the parties, but the provisions of this Contract

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shall control as between the parties. The escrow instructions shall provide, and the escrow holder is instructed, as follows:

(1) To promptly remit all payments made on the deferred balance of the purchase price as the Seller may from time to time direct by notice to the escrow holder but until further notice by remittance made payable to the Seller, Ignacio and Colleen Lizaso.

(2) To deliver to the Buyer all of the instruments deposited in escrow, at times and on conditions set forth in this Contract.

(3) To deliver to the Seller all of the instruments still deposited in escrow, if the Contract is terminated for the default of the Buyer as herein provided.

SELLER'S DEFAULT: The Buyer may, without prior notice to the Seller, pay any sum which the Seller is herein obligated to but fails to pay when due and each such sum when so paid by the Buyer shall be secured by the Seller's interest in this Contract and shall be immediately repaid to the Buyer by the Seller who shall remain in default until each such sum is repaid with interest while not repaid at the maximum percent per annum permitted by law. The foregoing shall in no way limit the following: If the Seller defaults in performing any of the provisions of this Contract to be performed by the Seller, the Buyer shall notify the Seller thereof specifying each such default. If the Seller fails to correct each such specified default within thirty (30) days after service of such notice, the Buyer may, without further notice immediately:

(1) Correct each specified default and deliver the receipts evidencing payment of the cost thereof to the escrow holder, which amount shall be credited by the escrow holder on the next payment

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or payments coming due on the deferred portion of the purchase price; or

(2) Pursue any other remedy now or hereafter provided by law, no remedy above specified being exclusive.

BUYER'S DEFAULT: The Seller may, without prior notice to the Buyer, pay any sum which the Buyer is herein obligated to but fails to pay when due and each such sum when so paid by the Seller shall be secured by the Buyer's interest in this Contract and shall be immediately repaid to the Seller by the Buyer who shall remain in default until each such sum is repaid with interest while not repaid at the maximum percent per annum permitted by law. The foregoing shall in no way limit the following: If the Buyer defaults in performing any of the provisions of this Contract to be performed by the Buyer, the Seller shall notify the Buyer thereof, specifying each such default. If the Buyer fails to correct each such specified default within thirty (30) days after service of such notice, the Seller may, without further notice, immediately:

(1) Declare the unpaid balance of the deferred portion of the purchase price plus all interest as immediately due in which case the Seller may institute all necessary legal proceedings to collect the same; or

(2) Declare this Contract terminated, in which case all of the Buyer's rights in any unsold lots, any escrow accounts for lots sold by Buyer to third parties, all payments of principal and interest, all other sums paid by the Buyer in performance of this Contract and all buildings and improvements and fixtures placed upon lots owned by Talmaks, Inc., the Buyer, shall be retained by the Seller (and for escrow accounts between Buyer and third

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parties, Buyer shall assign Buyer's interest in said accounts) as liquidated damages for the use of and injury to the premises and the Seller shall be entitled to immediate possession thereof, shall be entitled to record the quitclaim deed from the Buyer, and shall be released from all liability to convey the premises to the Buyer; or

(3) Pursue any other remedy now or hereafter provided by law, no remedies above specified being exclusive.

SERVICE OF NOTICES BY ESCROW HOLDER, ETC.: All notices required or permitted hereunder shall be in writing. All such notices and all other items herein required to be served shall be served by mailing the same with postage prepaid thereon by United States registered mail, return receipt requested. Every notice of default must be served by the escrow holder but any other notice or any other time herein required to be served may be served by either the party giving the notice or by the escrow holder. A notice or any other item herein required to be served which is mailed and addressed to the address set forth under the signature hereto of the party for whom it is intended shall be deemed served and conclusively presumed to have been received the day after it is mailed. A party may, by notice given as herein provided and served by the escrow holder, change the address for notices to be sent to such party.

VARIANCE FROM PREVIOUS AGREEMENTS: It is acknowledged by all parties that the terms of the Contract may, to some extent, vary from the terms contained in an original receipt and agreement of purchase, and/or exchange of real property agreement, and/or any other preliminary agreements made prior to the signing hereof in

CONTRACT OF SALE WITH ESCROW - 11

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connection with this transaction. The parties hereto acknowledge and agree that this Contract shall supersede all such previous contracts; that there are no other contracts not herein contained; and they do hereby waive any claim, each against the other, and/or against the agent or agents of the parties hereto, by reason of such variance, it being agreed by all parties, over any conflicting provision of such preliminary agreements, or any of them.

DEFAULT COSTS OF THE PARTIES - ESCROW: Default costs mean a party's expense incurred in preparing and serving a notice of default and shall be \$30.00 plus all amounts charged by the escrow holder for service thereof. The party in default shall pay default costs to the escrow holder who shall remit them to the other party for each notice of default delivered to the escrow holder by the other party if it contains a demand for payment of default costs and if it specified one or more defaults of the party in default that are then existing. Such default costs shall become delinquent if not paid within the time which the party in default is herein given to correct a specified default. If such default costs become delinquent, such other party may immediately and without further notice pursue any remedy provided in this Contract for the default of the party in default even if each specified default has been corrected.

TITLE RESERVED: Title to the premises is hereby reserved in the Seller until lots are sold and released or until the deferred portion of the purchase price is paid in full; provided however, after the expiration of the 180-day contingency period, Seller shall deed Lot 18 to Patricia Robertson and Lot 25 to Garn Christensen, free and clear.

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TIME OF ESSENCE: Time and prompt performance of each provision of this Contract is of the essence.

WAIVER: A waiver by one party of one or several defaults in performance of any provision of this Contract to be performed by the other party shall not be construed as being a waiver of such provision itself, or any subsequent default in performance thereof, or the provisions of this paragraph.

ASSIGNMENT OR TRANSFER PERMITTED: The interest of the Seller and the Buyer in this Contract, and in the premises under this Contract, shall be freely assignable or transferable but no such assignment or transfer shall diminish or extinguish the liabilities hereunder of any of the parties hereto. Buyer's assignee shall be required to assume all of Buyer's liabilities under this Contract.

RECORDING: Buyer agrees that it will not record a copy of this Contract, but it is understood and agreed that an executed Memorandum of Contract of Sale With Escrow shall be recorded.

ENFORCEMENT EXPENSE OF THE PARTIES: The losing party in any court action brought to enforce any of the provisions of or to collect any sums due on or to rescind or to foreclose this Contract shall pay to the prevailing party in such action a reasonable attorney's fees in addition to the costs allowed by law.

INTERPRETATION: The paragraph headings used herein are for convenience only, are not a part of this Contract and are not to be used in construing it. This Contract will be executed in several counterparts, each of which shall be deemed an original. Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

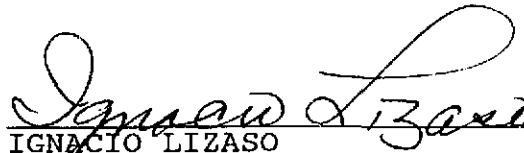
MICROFILMED
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BINDING EFFECT: The agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

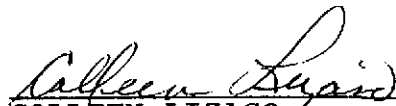
EFFECTIVE DATE HEREOF: Effective date hereof means the date that this Contract is dated immediately below and is the date on which it will take effect regardless of whether one or more of the parties hereto signed it before or after that date.

DATED This 11 day of ^{april}~~March~~, 1994.
_{CL} _{CL}

SELLER:



IGNACIO LIZASO



COLLEEN LIZASO
1597 Petra Lane
Boise, Idaho 83704

BUYER:

TALMAKS, INC.

By: 

PATRICIA A. ROBERTSON
President
1912 Willow Street
Caldwell, Idaho 83605



PATRICIA A. ROBERTSON
1912 Willow Street
Caldwell, Idaho 83605

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OCT 18 1996

STATE OF IDAHO)
 :ss
County of Ada)

On this 11 day of ^{April}~~March~~, 1994, before me, Jerry A. Kiser, the undersigned, a Notary Public in and for said State, personally appeared IGNACIO LIZASO and COLLEEN LIZASO, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Jerry A. Kiser
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Ada County, Idaho
My Commission Expires: 2/15/97

STATE OF IDAHO)
 :ss
County of Ada)

On this 31st day of March, 1994, before me, ANA M. MENDICIA, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA A. ROBERTSON, known or identified to me to be the president of the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Ana M. Mendicia
NOTARY PUBLIC FOR IDAHO
Residing at: Boise
My Commission Expires: 7-5-97

STATE OF IDAHO)
 :ss
County of Ada)

On this 31st day of March, 1994, before me, ANA M. MENDICIA, the undersigned, a Notary Public in and for said State, personally appeared PATRICIA A. ROBERTSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Arthur Hendrick
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 12.97

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EXHIBIT A TO CONTRACT OF SALE WITH ESCROW

The real property subject to sale herein is located in Boise County, Idaho, more particularly described as follows, to-wit:

Lots 1 through 33 of Two Ravens at Tall Pines Amended Plat, according to the official plat thereof recorded as Instrument No. 109813, Records of Boise County, Idaho excluding therefrom Lots 29 and 32.

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0001 81 130

50°07'E 1320.5'

14°28'W 300.5'

This drawing is to be used only for
reference purposes and the county is
not responsible for any inaccuracies
herein contained.

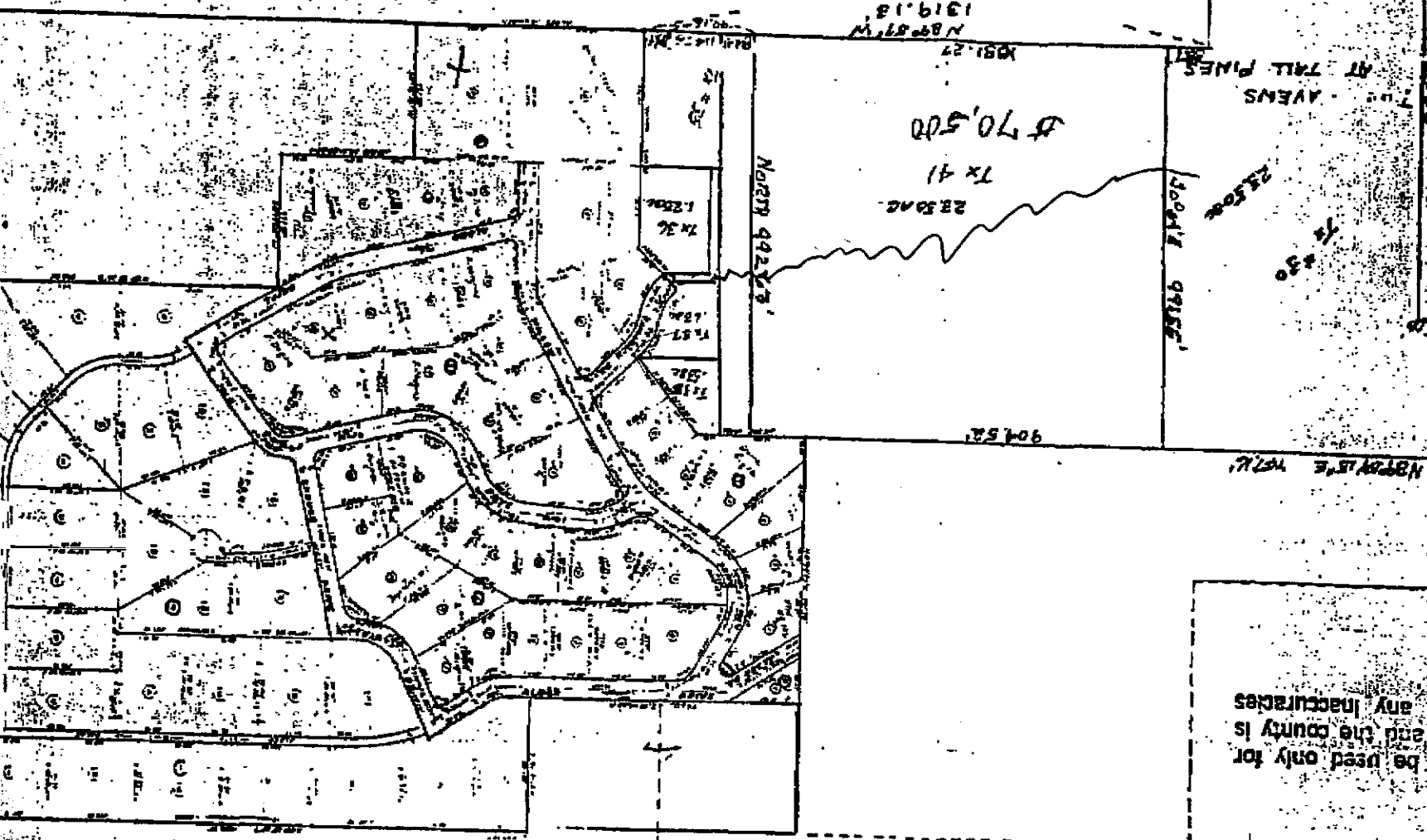
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POOR ORIGINAL

JACKSON PEAK QUADRANGLE
IDAHO-BOISE CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

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