

- 1) DADMO CODE 31-38008 IS NOT APPLICABLE AS THERE
- 2) BUILDING SETBACKS SHALL BE AT LEAST 10 FEET FRONT 20
- 3) BORSE COUNTY ASSUMES NO RESPONSIBILITY FOR AN EASEMENT PLATTED HEREON, IN ACCORDANCE WITH THE
- 4) A TWELVE FOOT WIDE UTILITY AND DRAINAGE EASEMENT CENTERED ON INTERIOR LOT LINE.
- 5) A TWELVE FOOT WIDE UTILITY AND DRAINAGE EASEMENT BOUNDARY OF THIS SUBDIVISION.
- 6) LOTS SHALL NOT BE REDUCED BY SIZE WITHOUT PRIOR AUTHORITY AND THE BORSE COUNTY COMMISSIONER.
- 7) ALL AREAS SHOWN HEREON ARE FOR TAX PURPOSES
- 8) NIMM SPRINGS CREEK HAS A TWENTY FOOT WIDE OF POSITION.



NWNNE

NENW

SENW

SEWNE

Idaho Department of Water Resources

Claim(s) 65-03002C
& 65-03237C
Owner(s) Bodine
Prepared by:
Ron Howerton
Date: 01 DEC 99

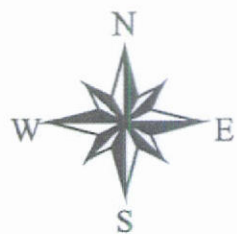
 Place of use

 POD

 SECTION LINES

 1/4 1/4 LINES

Acres



1987 NAPP



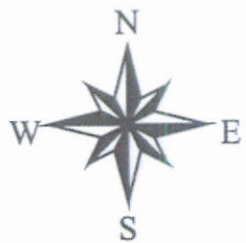
0 0.25 0.5 0.75 1 Miles



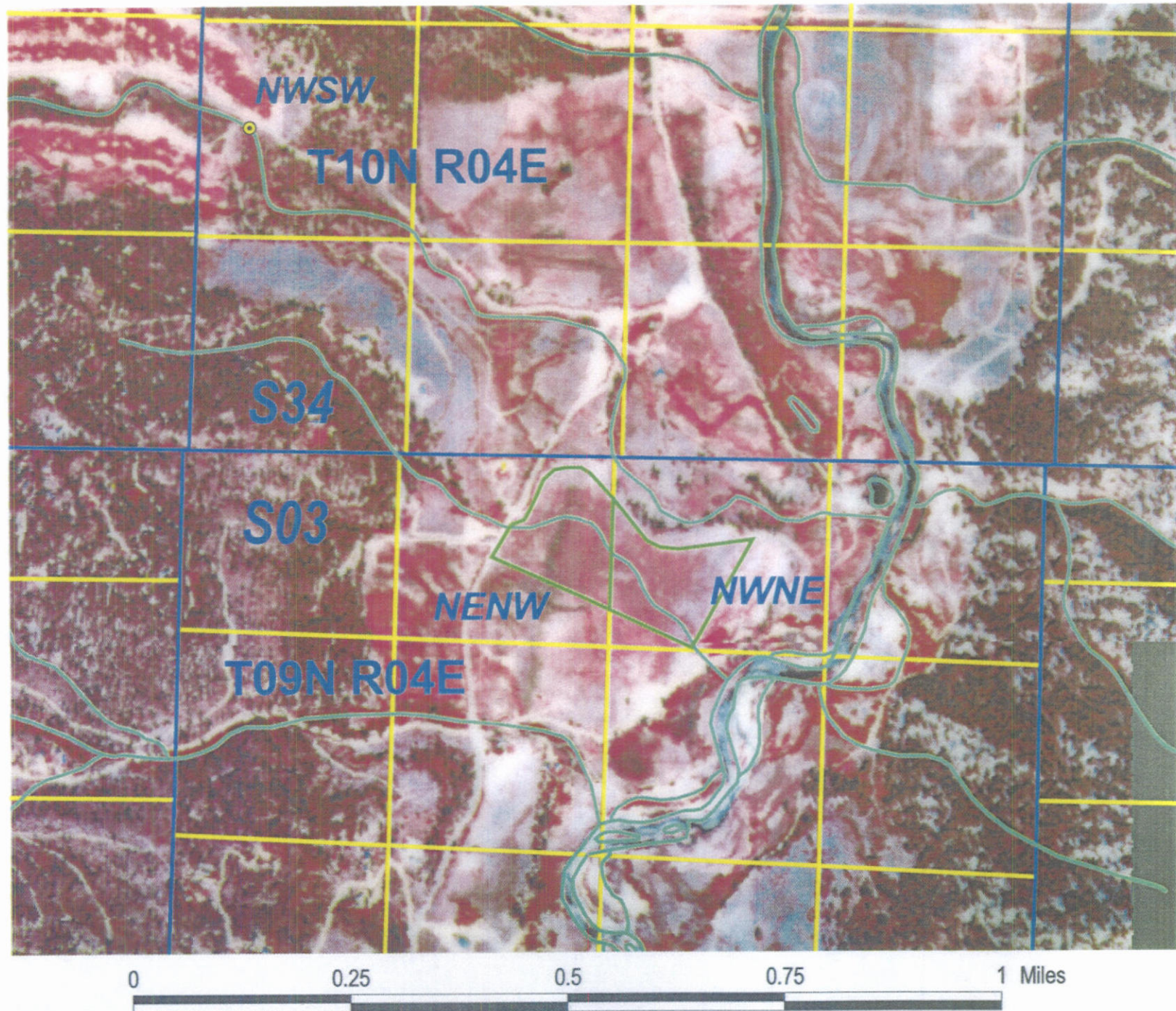
Idaho Department of Water Resources

Claim(s) 65-03002C
& 65-03237C
Owner(s) Bodine
Prepared by:
Ron Howerton
Date: 01 DEC 99

-  Place of use
-  POD
-  SECTION LINES
-  1/4 1/4 LINES



1987 NAPP



65-03002C
65-03237C

BODINE

PRBA MAP "A"
T9N R4E S03



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: A65-03002C
Date Received: 3-21-89
Receipt No: X99999
Received By: JOE

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LOREN H. BODINE 208-375-4639
Address: 10810 ESTATE DRIVE
BOISE, ID 83709
2. Date of Priority: JUN 01, 1866
3. Source: WARM SPRINGS CREEK Trib. to: PAYETTE RIVER, MIDDLE FORK
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 10N | 04E | 34 | NW | SW | | | BOISE |
5. Description of diverting works:
DIVERSION INTO 4" PIPELINE, SPRINKLERS
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 0.100 | | |
7. Total Quantity Appropriated is:
0.100 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 45.0 Acre Feet Per Annum.
9. Non-irrigation uses:
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09N	04E	3	NW	NE	2	IRR	9.0
			NE	NW	3	IRR	9.0
Section Acres							18.0

10. Place of Use: Continued

Total Acres 18.0

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:
A65-03237C

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

STATE OF IDAHO

Decree Plaintiff

vs

A & C CORP., ET AL.

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 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): *Steven H. Badine* Date: 3-21-89

Date: _____

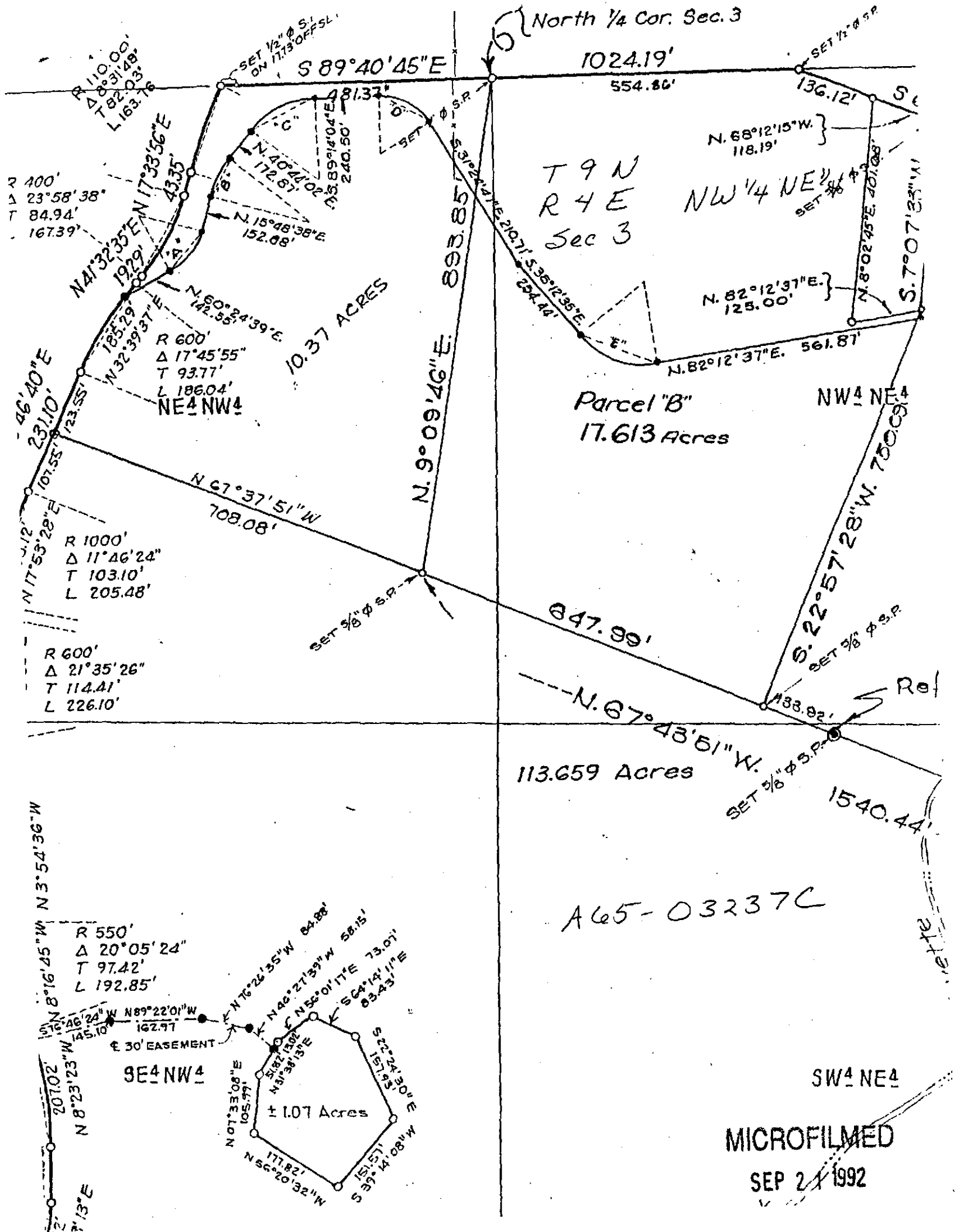
State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 21st day
of March 19 89

Helen Harrington
Notary Public

Seal

Helen Harrington, Notary Public
Residing at _____ Residing at Boise, Idaho
My Commission Expires December 1, 1994
My Commission Expires _____



03/15/2004

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

RIGHT NUMBER: 65-22867

NAME AND ADDRESS: DONALD R CLINE
PO BOX 531
GARDEN VALLEY ID 83622

JUDITH D CLINE
PO BOX 531
GARDEN VALLEY ID 83622

SOURCE: WARM SPRINGS CREEK TRIBUTARY: MIDDLE FORK PAYETTE RIVER

QUANTITY: 0.010 CFS

PRIORITY DATE: 06/01/1866

POINT OF DIVERSION:

T10N R04E S34 NWSW Within BOISE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	0.010 CFS

PLACE OF USE: IRRIGATION Within BOISE County

T09N R04E S03 Lot 2 NWNE 1.5

1.5 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 65-22869 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 1.5 ACRES IN A SINGLE
IRRIGATION SEASON.

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

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

Basin 65 General Provisions No. 3, the Separate Streams General
Provision, does not apply to appropriations of water after October 18,
1977.

This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to Idaho Code § 42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.

EXPLANATORY MATERIAL: Decreed

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 65-03002D, 65-03002E, 65-03002X, 65-03236A, 65-22869, 65-03237D, 65-03237E & 65-03237X.

Property also known as Lot 2, Blk 1, Mitten Sub.

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

In Re SRBA

Case No. 39576

Water Rights: 65-3002C
Split into: 65-22866 & 65-22867

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

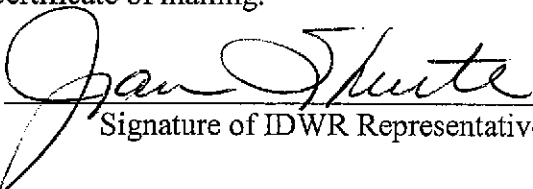
IDWR has completed the following administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party
- ☐ IC § 42-222 transfer
 - ☐ Point of diversion ☐ Place of use
 - ☐ Period of use ☐ Nature of use
 - ☐ Split of water right ☐ Change in ownership
 - ☐ Other
- ☐ IC § 42-219 license

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

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: March 17, 2004



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 17, 2004, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

3. Copies to all parties to the subcase:

Loren H Bodine *(Former Owner)*
10810 Estate Dr
Boise ID 83709

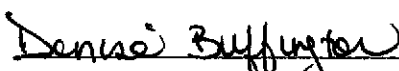
☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

Loren H Bodine *(Current Owner)*
10810 Estate Dr
Boise ID 83709

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

Donald R Cline *(Current Owners)*
Judith D Cline
PO Box 531
Garden Valley ID 83622

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile


Signature of person mailing this document

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

RECEIVED

DEC 29 2003

WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
65-3002C					
65-3237C also					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. N/A
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Loren H Bodine
10810 Estate Dr Boise ID 83709
4. New Owner/Claimant(s) DONALD R. AND JUDITH D. CLINE HUSBAND AND WIFE
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 531
- City, State and ZIP Code GARDEN VALLEY, IDAHO 83622
- New Telephone Number (208) 462-8299
5. Date you acquired the property 6-19-2002

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>65-30026 V1</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>2.5 ACRE- FEET</u>	<u>2.5 ACRES ~~2.5 ACRES~~ LAWN</u>
Stock		<u>2 HORSES</u>
Domestic		<u>1 HOME</u>
Other		
Total		

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

7. Signature of New Owner(s) or Claimant(s) *Dan R. Cline*
(include title if applicable) *Julith O. Cline*

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

For Office Use Only
 Received by *DB* Date 12-29-03 Fee —
 Received by *DB* Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 65-3002C V1

WATER RIGHT NUMBER: 65-3002C V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	HEDRICK & BODINE FARMS 1154 N ORCHARD ST BOISE, ID 83704
<u>Current Owner</u>	LOREN H BODINE 10810 ESTATE DR BOISE, ID 83709 (208)375-4639

65-22867

Cline portion

Priority Date: 06/01/1866

Basis: Decreed

Status: Active

Source

WARM SPRINGS CREEK

Tributary

MIDDLE FORK PAYETTE RIVER

Beneficial Use

IRRIGATION

From To

4/01 to 11/01

Diversion Rate

0.110 CFS .01 cfs

Annual VolumeTotal Diversion: 0.110 CFS .01 cfs totalLocation of Point(s) of Diversion

WARM SPRINGS CREEK NW1/4SW1/4 Sec. 34, Twp 10N, Rge 04E, B.M. BOISE County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
09N	04E	3	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	18.0
				0.0				0.0											
				L 2				1.5											1.5

Total Acres: 1.5

1.5 total acres

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. C20 Basin 65 General Provisions No. 3, the Separate Streams General Provision, does not apply to appropriations of water after October 18, 1977.
This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to Idaho Code § 42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 65-3002C V1

Remarks:

1. Place of Use ²²⁸⁶⁹ USE OF THIS RIGHT WITH RIGHT NO. 65-~~03237C~~ IS LIMITED TO THE IRRIGATION OF A
- Irrigation COMBINED TOTAL OF ^{1.5} ~~18.0~~ ACRES IN A SINGLE IRRIGATION SEASON.
2. Explanatory THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE: 65-03002D, 65-03002E, 65-03002X, 65-03236A, ~~65-03237C~~,
65-03237D, 65-03237E & 65-03237X. ⁶⁵⁻²²⁸⁶⁹

Comments:

1. AJU10-JS 1/31/2000 AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Owner Name Connector: OR
Water District Number: 65
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Aka Lot 2 Blk 1
Mitten Sub.

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
----------------	---------------------------	-----------------	---------------------------	-----------------	---------------

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

SubCase:

SubCase Number: 65-3002C
Class: 2
SF5 Filed Date:
Special Master Recom Signed Date:
Attorney Assigned: SUSAN E HAMLIN-NYGARD
Adjudication Agent:
Basis of Claim:
Date Filed: 6/16/2000 Objection Status: Active

Return To:

Accredited Home Lenders, Inc.,
A California Corporation
15030 Avenue of Science, Suite 100
San Diego, CA 92128

Prepared By:

AXIOM FINANCIAL SERVICES
15030 AVENUE OF SCIENCE SUITE #100

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100176103041808492

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 23, 2003
together with all Riders to this document.

(B) "Borrower" is DONALD R. CLINE AND JUDITH D. CLINE, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is AXIOM FINANCIAL SERVICES

Lender is a Corporation

organized and existing under the laws of State of: California

0304180849

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

Form 3013 1/01

 -6A(ID) (0005).01

Page 1 of 15

Initials: _____

VMP MORTGAGE FORMS - (800)521-7291

Lender's address is 15030 AVENUE OF SCIENCE SUITE #100
SAN DIEGO, CA 92128

(D) "Trustee" is GATEWAY TITLE & ESCROW

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated May 23, 2003

The Note states that Borrower owes Lender one hundred eighty thousand and 00/100

Dollars

(U.S. \$180,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2033

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

0304180849

Initials: _____

Form 3013 1/01

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction]

of BOISE

[Name of Recording Jurisdiction] :

See Legal Description Addendum Page Attached

Parcel ID Number: RP001690010020 A

which currently has the address of

33 STOWA WAY

[Street]

GARDEN VALLEY

[City], Idaho 83622

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

0304180849

Initials: _____

Form 3013 1/01

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to

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be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

0304180849

Initials: _____

Form 3013 1/01

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

0304180849

Initials: _____

Form 3013 1/01

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. Area and Location of Property. Either the Property is not more than 40 acres in area or the Property is located within an incorporated city or village.

0304180849

Initials: _____

Form 3013 1/01

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

Witnesses:

DONALD R CLINE (Seal)
-Borrower

JUDITH D CLINE (Seal)
-Borrower

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

STATE OF IDAHO,

County ss:

On this day of , before me,

a Notary Public in and for said county and state, personally appeared DONALD R CLINE, JUDITH D CLINE

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

Notary Public residing at:

Legal Description Addendum

Borrowers: DONALD R CLINE, JUDITH D CLINE

Loan #: 0304180849

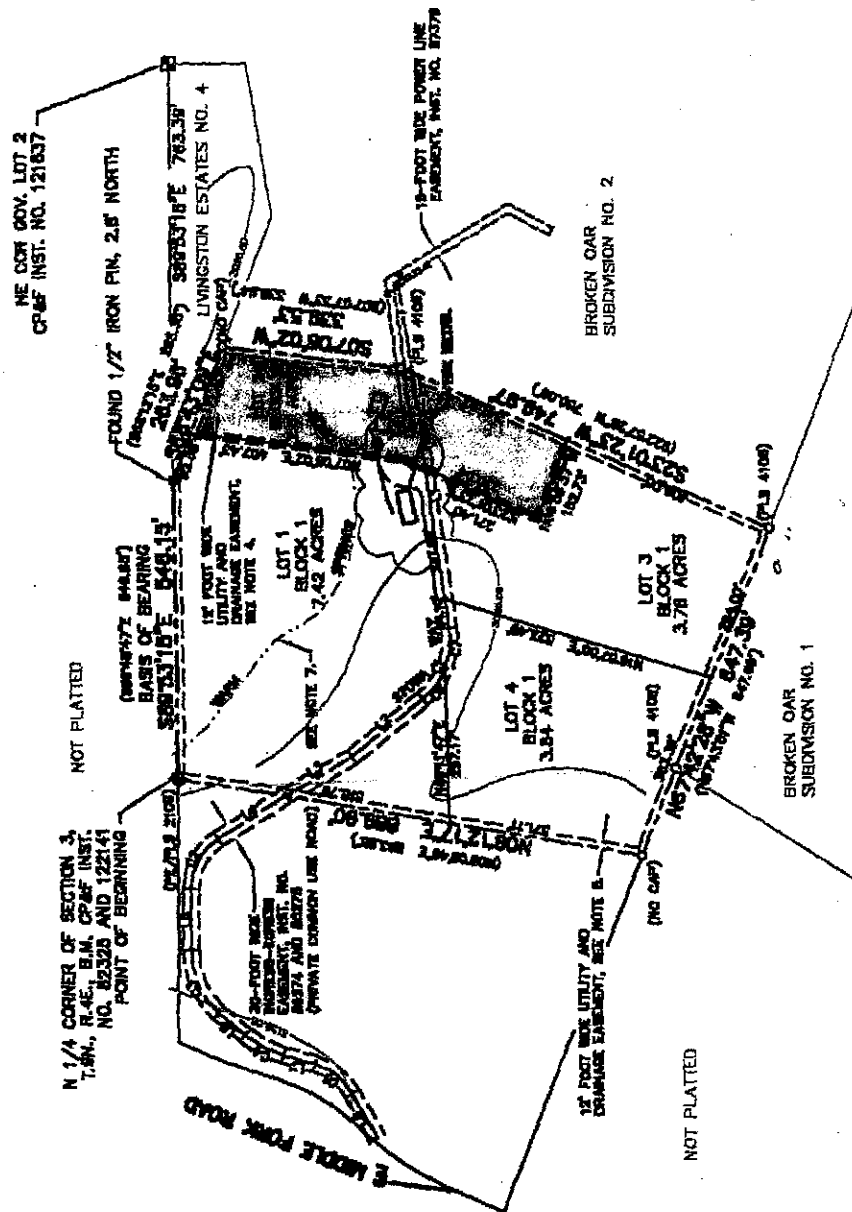
Property Address: 33 STOWA WAY
GARDEN VALLEY, ID 83622

Legal Description

LOT 2 IN BLOCK 1 OF MITTEN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED AS INSTRUMENT NO. 195941 OF THE OFFICIAL RECORDS OF BOSIE COUNTY, IDAHO.

VICINITY MAP
NOT TO SCALE

- 2) ZONING CODE 31-3000 IS NOT APPLICABLE AS THERE
- 3) BUILDING SETBACKS SHALL BE AT LEAST FRONT 20
- 4) BOONE COUNTY ASSUMES NO RESPONSIBILITY FOR A
REPLACEMENT PLANTED HEREIN, IN ACCORDANCE WITH THE
- 5) A TWELVE FOOT WIDE UTILITY AND DRAINAGE EASEMENT
CENTERED ON INTERIOR LOT LINE.
- 6) A TWELVE FOOT WIDE UTILITY AND DRAINAGE EASEMENT
BOUNDARY OF THIS SUBDIVISION.
- 7) LOTS SHALL NOT BE RECALLED BY SIZE WITHOUT PR
AUTHORITY AND THE BOONE COUNTY COMMISSIONERS.
- 8) ALL AREAS SHOWN HEREON ARE FOR THE PURPOSES
- 9) WARREN SPRINGS CREEK HAS A TWENTY FOOT WIDE DR
LOCATION.





SRBA

SUBCASE SUMMARY REPORT 65-03002C

[Return to SRBA Home Page](#)

SRBA
03-15-2004

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 65-03002C FILE#: 00656
CLAIMANT: BODINE, LOREN H
10810 ESTATE DRIVE

BOISE ID 83709
STATUS: GENERAL PROVISION SPECIAL MASTER: CUSHMAN, THOMAS R
WATER SOURCE: WARM SPRINGS CREEK TRIBUTARY: PAYETTE RIVER, MIDDLE FORK

**** PARTIES INVOLVED ****

LOREN H BODINE C PRO SE
USDI BUREAU OF RECLAMATION O ATTY: US DEPARTMENT OF JUSTICE
STATE OF IDAHO R ATTY: NATURAL RESOURCES DIV CHIEF

**** ROA ENTRIES ****

06-16-2000	OBJ 01 F/B USDI BUREAU OF RECLAMATION	RB	08-18-2000	0001
06-21-2000	ERRATA TO OBJECTIONS TO ABOVE CAPTIONED SUBCASE NUMBERS (CORRECTION TO EXPIRATION DATE OF NOTARY PUBLIC'S COMMISSION)			
07-19-2000	ORIGINAL CLAIM RECEIVED FROM IDWR			
07-21-2000	AMENDED DIRECTOR'S REPORT CORRECTING ATTACH- MENT "A" TO PROPOSED GENERAL PROVISIONS FOR IRRIGATION & OTHER USES, RA 15 BASIN 65 PARTS I & II			
08-21-2000	RESPONSE TO OBJ 0001 F/B STATE OF IDAHO			0001
10-17-2000	NOTICE SETTING INITIAL HEARING	1S	11-30-2000	0345
11-30-2000	HEARING HELD	1H	11-30-2000	0345
11-30-2000	MINUTES FILED			
11-24-2003	ORDER SETTING HEARING Order to Show Cause Regarding General	HS	01-27-2004	1045
01-27-2004	HEARING HELD	HH	01-27-2004	1045
02-04-2004	MINUTES FILED			

[Return to SRBA Home Page](#)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

March 17, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

DONALD R CLINE
JUDITH D CLINE
PO BOX 531
GARDEN VALLEY ID 83622

Re: Original Notice of Claim to a Water Right No. 65-3002C
Renumbered Notice of Claim to a Water Right No. 65-22867

Original Notice of Claim to a Water Right No. 65-3237C
Renumbered Notice of Claim to a Water Right No. 65-22869

Dear Claimant:

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This Change of Ownership required a split of the original claim resulting in renumbering this claim with a new water right number to represent each split. The new Notice of Claim to a Water Right number for your portion is referenced above and a copy is enclosed.

Your portion of this claim has 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 this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right 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 claim, then no further action is required at this time. You will be notified of any future action taken on this claim.

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

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

Sincerely,

Adjudication Section
Western Region

DB: db

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 13, 2003

DONALD KLINE
PO BOX 531
GARDEN VALLEY ID 83622

RE: Snake River Basin Adjudication (SRBA)
Water Right No. 65-3002C

Dear Property Owner(s):

Thank you for advising the Department you are the current owner of the property with the water right referenced above. Enclosed is a copy of the water right for your review.

Before we can modify our records to reflect your ownership of this water right, we need to have the enclosed Notice of Change of Water Right Ownership form completed. Please follow the instructions attached to the form and return to this office with all of the required information.

If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

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

Denise Hatfield
Office Specialist 1
Adjudication Section
Western Region

DH: dh

Enclosures

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

RETURN SERVICE REQUESTED

RETURN TO SENDER
FORWARDING ORDER
LOREN H BODINE
10810 ESTATE DRIVE
BOISE, ID 83709

For

65-3002C

RECEIVED
MAY 16 2001
WATER RESOURCES
WESTERN REGION

BODIE810 637092005 1N 06 05/08/01
RETURN TO SENDER
NO FORWARD ORDER ON FILE
UNABLE TO FORWARD
RETURN TO SENDER

AUMS 83705/5082



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: 65-03002C
(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: Loren H. Bodine

Address: 10810 Estate Drive
Boise ID 83709

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.

RECEIVED

JUN 16 2000

Department of Water Resources

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]
(Signature of person filing objection)

[Signature]
(Attorney signing in representative capacity)

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

Helene Tomaszewski
Notary Public for Idaho
Residing at: Meridian
My 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:

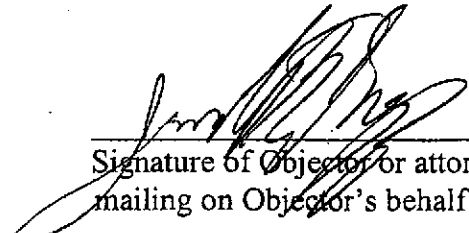
Name: Loren H. Bodine
Address: 10810 Estate Drive
Boise ID 83709

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

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-03002C

NAME AND ADDRESS: LOREN H BODINE
10810 ESTATE DRIVE
BOISE ID 83709

SOURCE: WARM SPRINGS CREEK TRIBUTARY: PAYETTE RIVER, MIDDLE FORK

QUANTITY: 0.11 CFS

PRIORITY-DATE: 06/01/1866

POINT OF DIVERSION T10N R04E S34 NWSW Within BOISE County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	04-01 11-01	0.11 CFS

PLACE OF USE: IRRIGATION Within BOISE County
T09N R04E S03 LOT 2 (NWNE) 9 LOT 3 (NENW) 9
18 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 65-03237C IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 18.0 ACRES IN A SINGLE
IRRIGATION SEASON.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - DECREE

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 65-03002D, 65-03002E, 65-03002X,
65-03236A, 65-03237C, 65-03237D, 65-03237E & 65-03237X.

DATE: 12/01/99
PAGE: 1

Audit: 12/01/99 RHOWERTO

SPLIT - ORIGINAL RIGHT

WR5809NP
No. 65-03002A

IDAHO DEPARTMENT OF WATER RESOURCES WATER RIGHT PROFILE REPORT

DATE: 11/30/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HEDRICK & BOODINE FARMS 1154 NORTH ORCHARD BOISE ID 83704	06/01/1866	IRRIGATION	04/01 11/01	0.330 CFS	
TOTAL DIVERSION:					0.330 CFS	

Water Source: WARM SPRINGS CREEK Tributary to: PAYETTE RIVER, MIDDLE FORK Stage: DECREED
Point(s) of Diversion: T10N R04E S34 NWSW BOISE County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	
09N	04E	3	02-18	09	03-12	17										56.0
															TOTAL ACRES	56.0

Pou County: BOISE

Dates: App. Received: Priority Date: 06/01/1866
Proof Due Date:
Exam Made Date: Proof Made Date:
Licensed Date: Exam Sent to S.O.:

Misc: Water District Number: 65 Field Exam Fee:

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

.33/56 ACRE = FACTOR / ACRE

(.005892857)(18) = .11 CFS

INCORRECT AMT.

(CLAIMED) .10 CFS

PER

(AGENT SPLIT)

RECOMMEND

.11 CFS

PRIOR
AGENT
FAILED
TO CORRECTLY
SPLIT
RIGHT

Idaho Department of Water Resources

Claim(s) 65-03002C
& 65-03237C
Owner(s) Bodine
Prepared by:
Ron Howerton
Date: 01 DEC 99

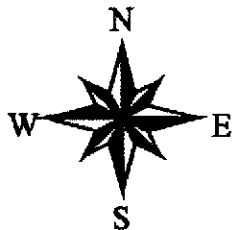
 Place of use

● POD

 SECTION LINES

 1/4 1/4 LINES

Acres



1987 NAPP



0 0.25 0.5 0.75 1 Miles



Idaho Department of Water Resources

Claim(s) 65-03002C
& 65-03237C

Owner(s) Bodine

Prepared by:

Ron Howerton

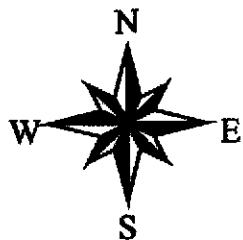
Date: 01 DEC 99

 Place of use

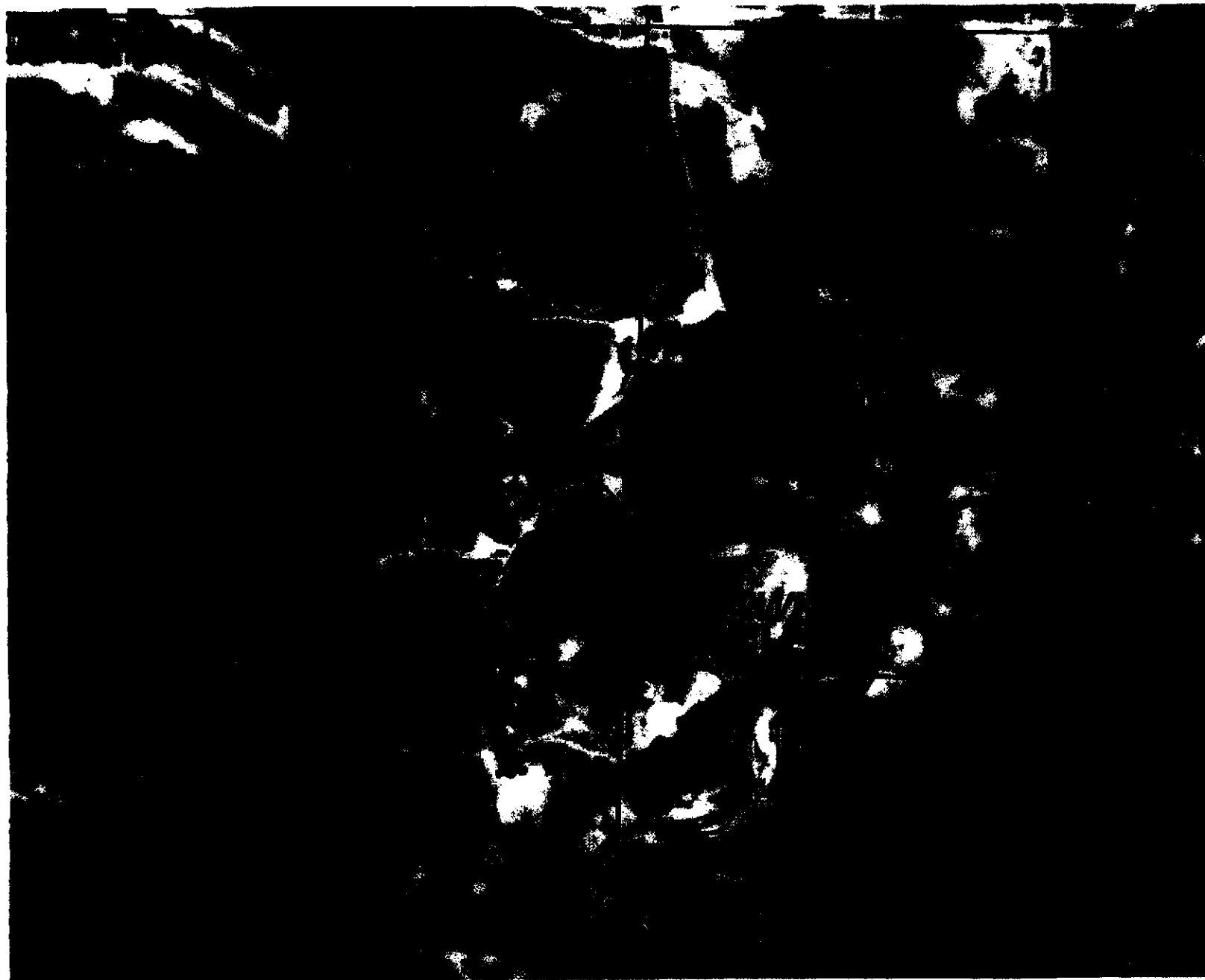
● POD

 SECTION LINES

 1/4 1/4 LINES



1987 NAPP



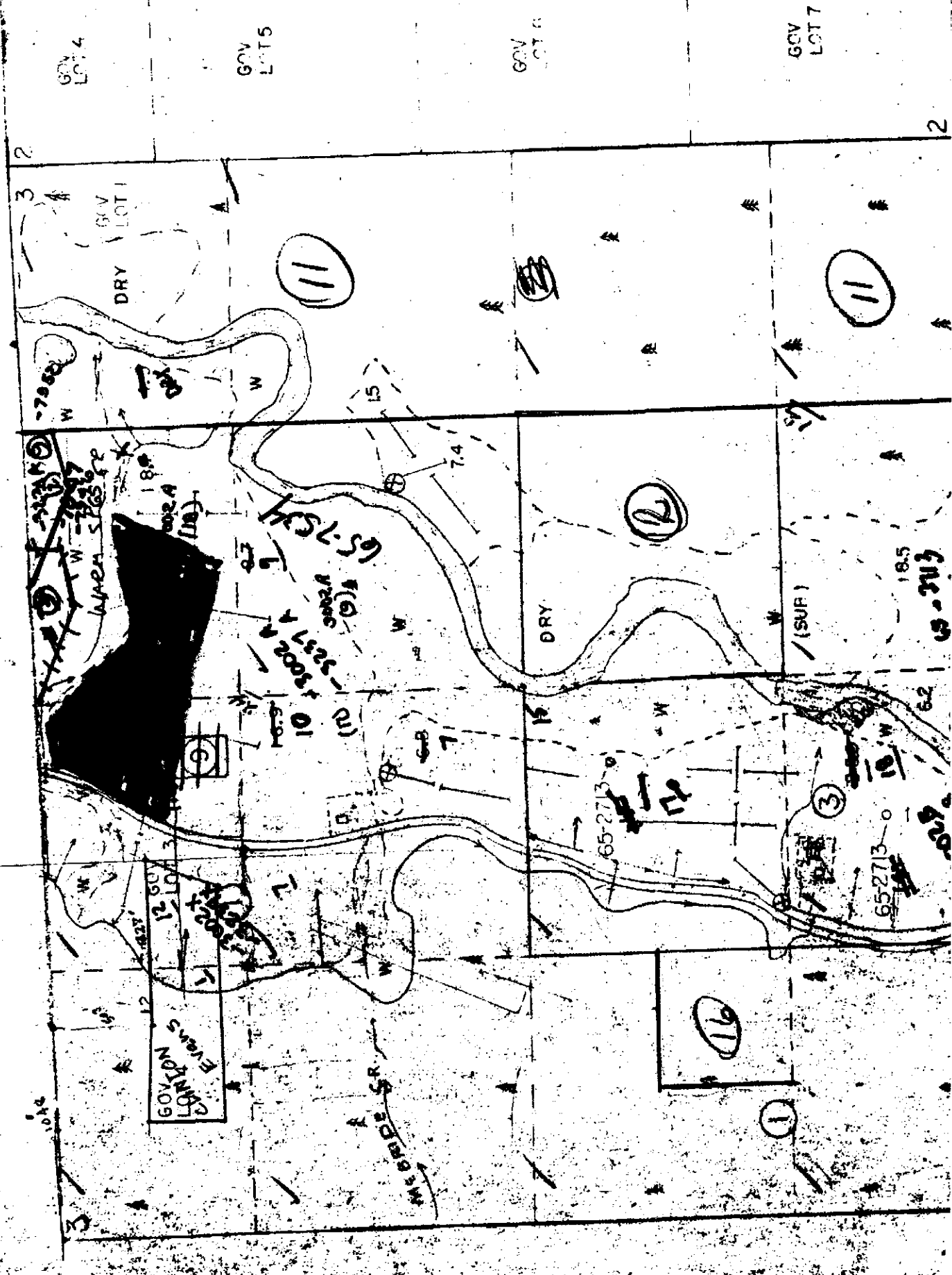
OVERLAP REVIEW SHEET FOR THE FOLLOWING WR #'s: 65-03002C 65-03237C

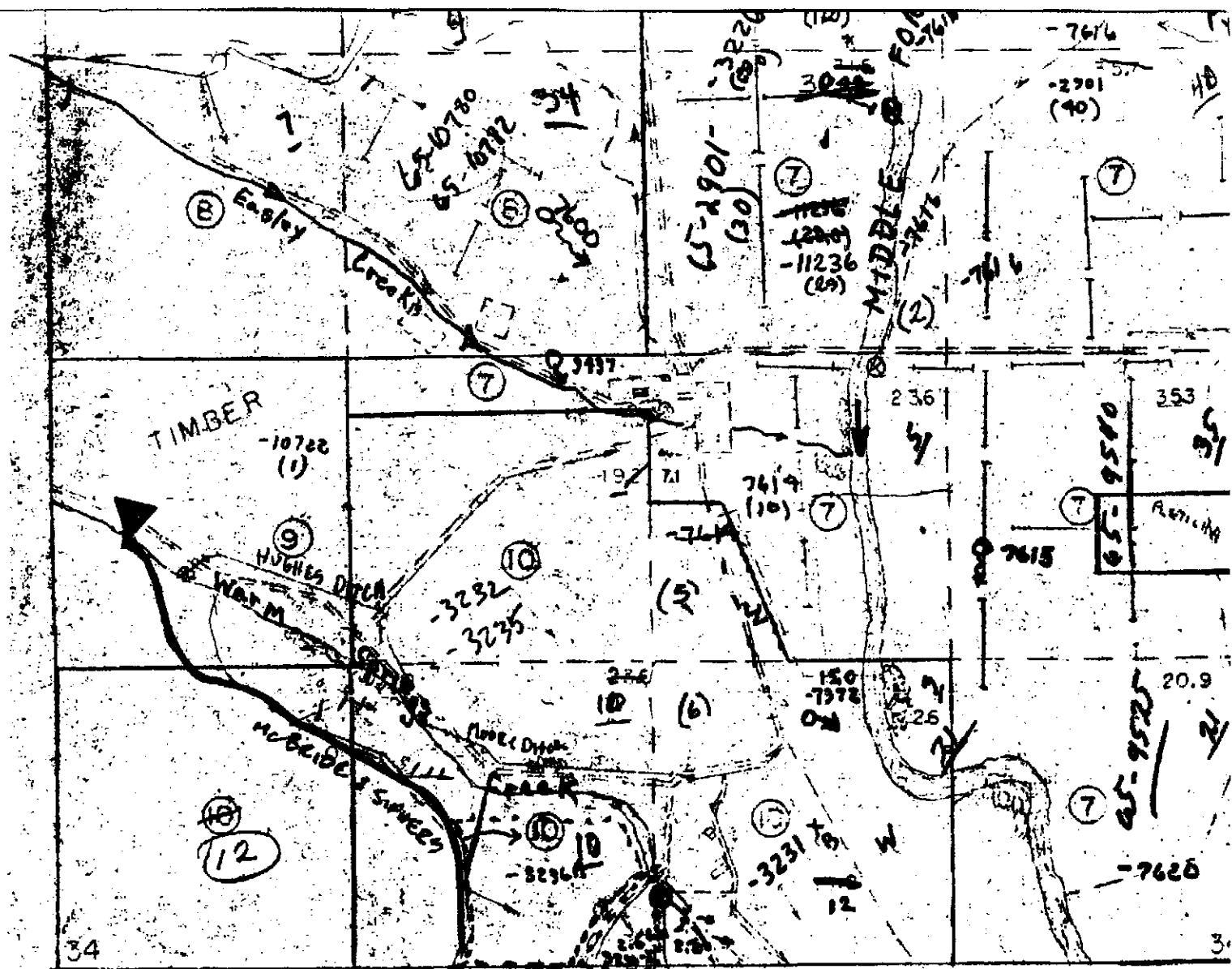
AGENT RON H DATE 12/1/99

[illegible][illegible][illegible][illegible]

BODINE

PRBA MAP "A"
T92 RJE 503





MAP PRBA
 TION RYE
 534

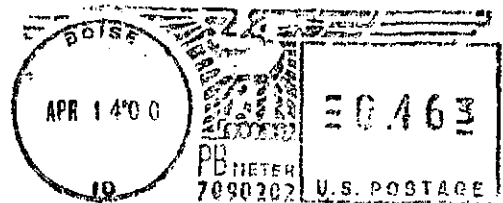
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

ADDRESS SERVICE
RECEIVED REQUEST

MAY 12 2000

WATER RESOURCES
WESTERN REGION

FORWARDING ORDER REQUIRED
RETURN TO SENDER



IMPORTANT WATER RIGHT INFORMATION

65-03237C

65-03002C
LOREN H BODINE
10810 ESTATE DRIVE
BOISE ID 83709

RECEIVED

APR 28 2000

Department of Water Resources

BODI810 837092001 IN 05 04/18/00
RETURN TO SENDER

NO FORWARD ORDER ON FILE
UNABLE TO FORWARD
RETURN TO SENDER

ALMS 83709



WESTERN REGION

OWNER (S):

BODINE

CLAIM NUMBERS:

65-030020

AGENT: RON HOWERTON

DATE

12/1/99

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

POLYGON CREATED ON 803

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

ATTRIBUTES OF B65-POU.SHP (11) () () () ()

ATTRIBUTES OF B65-POD.SHP (1703) () () () ()

_____ B65-DBPOU.DBF UPDATED BY rdh

_____ B65-DBPOD.DBF UPDATED BY rdh

NOTES:

SAME POW AS 3237C

SEE FILE FOR P/D OVERLAP #'S

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:26:03
11/30/99

PAGE: 18
QUICKLOOK INFORMATION

18
CLAIM NUMBER: A65-03002C

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	Y		Rch 12/1/99 IN OFFICE					
POINT OF DIV	Y							Rch 12/1/99
SOURCE	Y							
PLACE OF USE	Y							
DIV. AMOUNT CFS/VOLUME	Y							
CONSUMPTIVE USE	-							
PURPOSES OF USE	Y							
PERIOD OF USE	Y							
BASIS OF CLAIM	Y							
REMARKS								

BARCODE UPDATED
WHOM/DATE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:26:03
11/30/99

PAGE: 1
GENERAL INFORMATION

1
CLAIM NUMBER: A65-03002C

LAST: HEDRICK & BODINE FARMS
ADDRESS: 1154 NORTH ORCHARD
CITY: BOISE
PHONE NUMBER: 208-000-0000

FIRST:
STATE: ID ZIP: 83704

OWNER CODE: O

LAST: BODINE
ADDRESS: 10810 ESTATE DRIVE
CITY: BOISE
PHONE NUMBER: 208-375-4639

FIRST: LOREN H
STATE: ID ZIP: 83709

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER

FIELD EXAMINATION INFORMATION

CONTACT PERSON: IN OFFICE

PHONE NUMBER: () -

DATE OF FIELD EXAM: 12/1/99

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: # A65-03002C PRIORITY DATE: 06-01-1866 STAGE: D

B. WR RECORD: # 65-03002A PRIORITY DATE: 06-01-1866 STAGE: D
65-03002B PRIORITY DATE: 06-01-1866 STAGE: D
65-03002X PRIORITY DATE: 06-01-1866 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:

6 - 1 - 1866

REVIEWED BY Rch

DATE 12/1/99

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
A65-03002C	10N 04E	34		NW	SW			BOISE		

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX	R PREFIX
A65-03002D	65-10721
A65-03002E	R65-03002D
A65-03002X	R65-03002E
A65-03232	R65-03002X
A65-03235	R65-03232
A65-03236A	R65-03235
A65-03237C	R65-03236A
A65-03237D	R65-03237C
A65-03237E	R65-03237D
A65-03237X	R65-03237E
A65-10721	R65-03237X
A65-10722	R65-10722

WR RECORDS IN SAME 40 ACRE TRACT

65-03002A
65-03002B
65-03002X
65-03232
65-03235
65-03236A
65-03237A
65-03237B
65-03237X
65-10721
65-10722
65-12972

SOURCE: WARM SPRINGS CREEK

TRIB: PAYETTE RIVER, MIDDLE 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
65-03002A	10N 04E	34		NW	SW			BOISE		
65-03002B	10N 04E	34		NW	SW			BOISE		
65-03002X	10N 04E	34		NW	SW			BOISE		

OTHER WR RECORDS WITH SAME WR POD

65-03002A
65-03002B
65-03002X
65-03232
65-03235
65-03236A
65-03237A
65-03237B
65-03237X
65-10721
65-10722
65-12972

AJ CLAIMS IN SAME 40 ACRE TRACT

A PREFIX	R PREFIX
A65-03002D	65-10721
A65-03002E	R65-03002D
A65-03002X	R65-03002E
A65-03232	R65-03002X
A65-03235	R65-03232
A65-03236A	R65-03235
A65-03237C	R65-03236A
A65-03237D	R65-03237C
A65-03237E	R65-03237D
A65-03237X	R65-03237E
A65-10721	R65-03237X
A65-10722	R65-10722

SOURCE: WARM SPRINGS CREEK
WARM SPRINGS CREEK
WARM SPRINGS CREEK

TRIB: PAYETTE RIVER, MIDDLE FORK
PAYETTE RIVER, MIDDLE FORK
PAYETTE RIVER, MIDDLE FORK

SOURCE: NO SOURCE FOR RECORD

TRIB: NO TRIBUTARY FOR RECORD

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.	RGE.	SEC.	1/4	1/4	1/4	LOT	FLAG	COUNTY	DIVERSION NAME	DIVERSION NBR
10N	04E	34		NW	SW			BOISE		

SOURCE: WARM Springs
CR TRIB: PAY R, MF

REVIEWED BY: Rdh DATE: 12/1/99

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

DIVERSION INTO 4" PIPELINE, SPRINKLERS

A. ROOT WATER RIGHT NUMBERS:	A65-03002X
	A65-03002D
	A65-03002C
	A65-03002E
	R65-03002C
	R65-03002D
	R65-03002E
	R65-03002X

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
09N	04E	3	NW	NE	2	BODINE, LOREN H	A65-03002C / 9.0	- /	27.0		
			NW	NE	2	BODINE, LOREN H	A65-03237C / 9.0	- /			
			NW	NE	2	DAVIS TRUST, RICHARD	A65-03002D / 9.0	- /			
			NW	NE	2	DAVIS TRUST, RICHARD	A65-03237D / 9.0	- /			
			NW	NE	2	DAVIS TRUST, RICHARD	65-10816 /	- /			
			NW	NE	2	BODINE, LOREN H	R65-03002C / 9.0	- /			
			NW	NE	2	DAVIS TRUST, RICHARD	R65-03002D / 9.0	- /			
			NW	NE	2	BODINE, LOREN H	R65-03237C / 9.0	- /			
			NW	NE	2	DAVIS TRUST, RICHARD	R65-03237D / 9.0	- /			
			NW	NE	2	DAVIS TRUST, RICHARD	A65-10816 /	- /			
			NW	NE	2	HEDRICK & BODINE FARMS		65-03002A / 18.0			
			NW	NE	2	SMITH, ROBERT L.		65-03231A / 2.0			
			NW	NE	2	HEDRICK & BODINE FARMS		65-03237A / 18.0			
			NW	NE	2	SMITH, ROBERT L.		65-07947 /			
09N	04E	3	NE	NW	3	BODINE, LOREN H	A65-03002C / 9.0	- /	28.0		
			NE	NW		GUNN JR, JOHN W	A65-18060 /	- /			
			NE	NW		GUNN, HENRIETTA	65-18060 /	- /			
			NE	NW	3	BODINE, LOREN H	A65-03237C / 9.0	- /			
			NE	NW	3	TERRACE LAKES RECREATION RANCHA	A65-03002X / 12.0	65-03002X / 12.0			
			NE	NW	3	TERRACE LAKES RECREATION RANCHA	A65-03237X / 12.0	65-03237X / 12.0			
			NE	NW	3	DAVIS TRUST, RICHARD	A65-03002D / 3.0	- /			
			NE	NW	3	DAVIS TRUST, RICHARD	A65-03237D / 3.0	- /			
			NE	NW	3	BODINE, LOREN H	R65-03002C / 9.0	- /			
			NE	NW	3	DAVIS TRUST, RICHARD	R65-03002D / 3.0	- /			
			NE	NW	3	TERRACE LAKES RECREATION RANCHA	R65-03002X / 12.0	- /			
			NE	NW	3	BODINE, LOREN H	R65-03237C / 9.0	- /			
			NE	NW	3	DAVIS TRUST, RICHARD	R65-03237D / 3.0	- /			
			NE	NW	3	TERRACE LAKES RECREATION RANCHA	R65-03237X / 12.0	- /			
			NE	NW	3	HEDRICK & BODINE FARMS		65-03002A / 12.0			

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
			NE	NW	3	HEDRICK & BODINE FARMS		65-03237A / 12.0			
			NE	NW	3	BASS, JEFFREY E		65-12972 / 1.0			

ADDITIONAL POU FOUND

TOTAL ACRES A65-03002C 18.00 55.00

POU COUNTY: BOISE

18

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
A65-03002C	WARM SPRINGS CREEK	BODINE, LOREN H	0.100	0.005		
R65-03002C	WARM SPRINGS CREEK	BODINE, LOREN H	0.100	0.005		
R65-03002D	WARM SPRINGS CREEK	DAVIS TRUST, RICHARD	0.230	0.006		
A65-03002D	WARM SPRINGS CREEK	DAVIS TRUST, RICHARD	0.230	0.006		
R65-03002X	WARM SPRINGS CREEK	TERRACE LAKES RECREATION RANCH	0.170	0.008		
A65-03002X	WARM SPRINGS CREEK	TERRACE LAKES RECREATION RANCH	0.170	0.008		
R65-03237C	WARM SPRINGS CREEK	BODINE, LOREN H	0.330	0.018		
A65-03237C	WARM SPRINGS CREEK	BODINE, LOREN H	0.330	0.018		
A65-03237D	WARM SPRINGS CREEK	DAVIS TRUST, RICHARD	0.220	0.005		
R65-03237D	WARM SPRINGS CREEK	DAVIS TRUST, RICHARD	0.220	0.005		
A65-03237X	WARM SPRINGS CREEK	TERRACE LAKES RECREATION RANCH	0.170	0.008		
R65-03237X	WARM SPRINGS CREEK	TERRACE LAKES RECREATION RANCH	0.170	0.008		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
65-10816	DOMESTIC	DAVIS TRUST, RICHARD	FROM 01-01 TO 12-31	0.040 CFS	1.20 AF/A
A65-10816	DOMESTIC	DAVIS TRUST, RICHARD	FROM 01-01 TO 12-31	0.040 CFS	
A65-18060	DOMESTIC	GUNN JR, JOHN W	FROM 01-01 TO 12-31	0.040 CFS	

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
65-18060	DOMESTIC	GUNN, HENRIETTA	FROM 01-01 TO 12-31	0.040 CFS	

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

Y(☒) N(☐)

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: A65-03237C

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: PRBA MAP "A", PLAT MAP WITH CLAIM

RECOMMENDATIONS:

TOTAL ACRES: 18 N/A()

REVIEWED BY: Rch

DATE: 12/1/99

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A65-03002C IRRIGATION	FROM 04-01 TO 11-01	0.100 CFS	
TOTAL DIVERSION RATE/VOLUME		0.100 CFS	

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
----------------	---------------------------	------------------------	------------------------

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(☐)

PRO RATED

NOTES: _____

AJ CLAIM TOTAL DIVERSION RATE: 0.100 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 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 PRO RATED, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 18 x 0.02 CFS/ACRE = .36 CFS
(Taken from pou review)

RECOMMEND .11 CFS

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 = AF/A

ACRES x DIVERSION VOL. AF/A FOR AREA =

TOTAL DIVERSION VOLUME AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 45.0 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 ()

PRO RATED

$.33 / .56 \text{ ACRE} = \text{FACTOR / ACRE}$
 $(.005892857)(18) = .11 \text{ CFS}$

CORRECTED ERROR

AGENT MADE FROM
.10 CFS to .11 CFS

NOTES:

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD FROM TO		REC. DIV RATE CFS	REC. DIV VOL. AF/A		REC. CONS. USE	
			DATABASE EXAMINER	DATABASE EXAMINER		DATABASE EXAMINER	
IRRIGATION	04-01	11-01	0.100 11			45.0	
TOTAL FOR THIS RIGHT							

NON-IRRIGATION USES CLAIMED:

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

REVIEWED BY: Rch DATE: 12/1/99

FLAG: _____

STANDARD CONDITIONS (CODE):

STANDARD REMARKS (CODE):

Powr Limit to 18 ACRES with 3237 c

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

P/D overlaps: 65-03002D, E, X, 3236A, 3237 C, D, E & X

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

ACCEPTED AS CLAIMED	NEEDS REVIEW
☒	☐
☐	☐
☐	☐

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 65-03002

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
1.000

EXAMINER

CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A65-03002C	0.100	R65-03002C	0.100	65-03002A	0.330
-	A65-03002D	0.230	R65-03002D	0.230	65-03002B	0.500
-	A65-03002E	0.200	R65-03002E	0.200	65-03002X	0.170
-	A65-03002X	0.170	R65-03002X	0.170	-	-
TOTAL CFS		0.700	0.700		1.000	

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
N

FIELD
EXAMINER
Y() N()

NOTES:

AUTHENTICATION:

SIGNATURE:

Don Howerton

DATE:

12/1/99

NAME OF FIELD EXAMINER:

Don Howerton

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()
() TOPOGRAPHIC	DATE FIELD CHECKED _____ IDWR ID NO. _____	Y() 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>MAP</u>	DATE <u>PRBA MAP "A"</u>	Y(X) N()
(X) OTHER <u>MAP</u>	DATE <u>PRBA MAP "E"</u>	Y(X) N()
(X) OTHER <u>OVERLAP</u>	DATE <u>12/1/99</u> <u>REVIEW</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 _____	_____	_____
() SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____	_____	_____
() HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
() FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
(X) OTHER <u>PROFILE</u>	DATE _____	<u>1</u>	<u>ORIGINAL SPLIT DECREE R+</u>
() OTHER _____	DATE _____	_____	_____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:27:23
11/30/99
19

PAGE: 19
PROFILE REPORT

CLAIM NUMBER: A65-03002C

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LOREN H BODINE	06/01/1866	IRRIGATION	04-01 11-01	0.100 CFS	
					TOTAL DIVERSION:	0.100 CFS
					CONSUMPTIVE USE:	45.00 AFA

Water Source: WARM SPRINGS CREEK

Tributary to: PAYETTE RIVER, MIDDLE FORK

Stage: DECREED

Point(s) of Diversion:

T10N R04E S34

NWSW

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	04E	3	:			02-09				03-09										:	18.0
																				TOTAL ACRES	18.0

POU County: BOISE

Other Rights: A65-03237C

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:
Presumption Flag:

MEMO TO SRBA CLAIM FILE NO. A65 - 03237C

CLAIMANT'S NAME: Loren H. Bodine DATE: 6-23-89

EMPLOYEE: Carter Fritschle ^{cl}

RE: I discovered an error in preparing claim
A65-03237C. The total diversion rate was
left at 0.33 cfs, the amount for 65-03237A.
The amount in water uses, 0.11 cfs, was the
correct amount for this claim.

MICROFILMED

SEP 22 1992