

JUL 08 2005

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

Department of Water Resources

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

75-14-260

Date Received

7-8-05

Receipt Number

CD78511

de. no 2-15-06

NOTICE OF CLAIM
TO A

WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Mac + Diane Yakovlev Phone () _____
Mailing Address 15 Lovers Lane Salmon ID Zip 83467

2. Date of Priority (Only one (1) per claim) 3-24-1892

3. Source of water supply (a) Waste Water
which is tributary to (b) Lemhi

4. a. Location of existing point of diversion is: Township 21N Range 22E Section 8,
SW 1/4 of SW 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of Lemhi

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

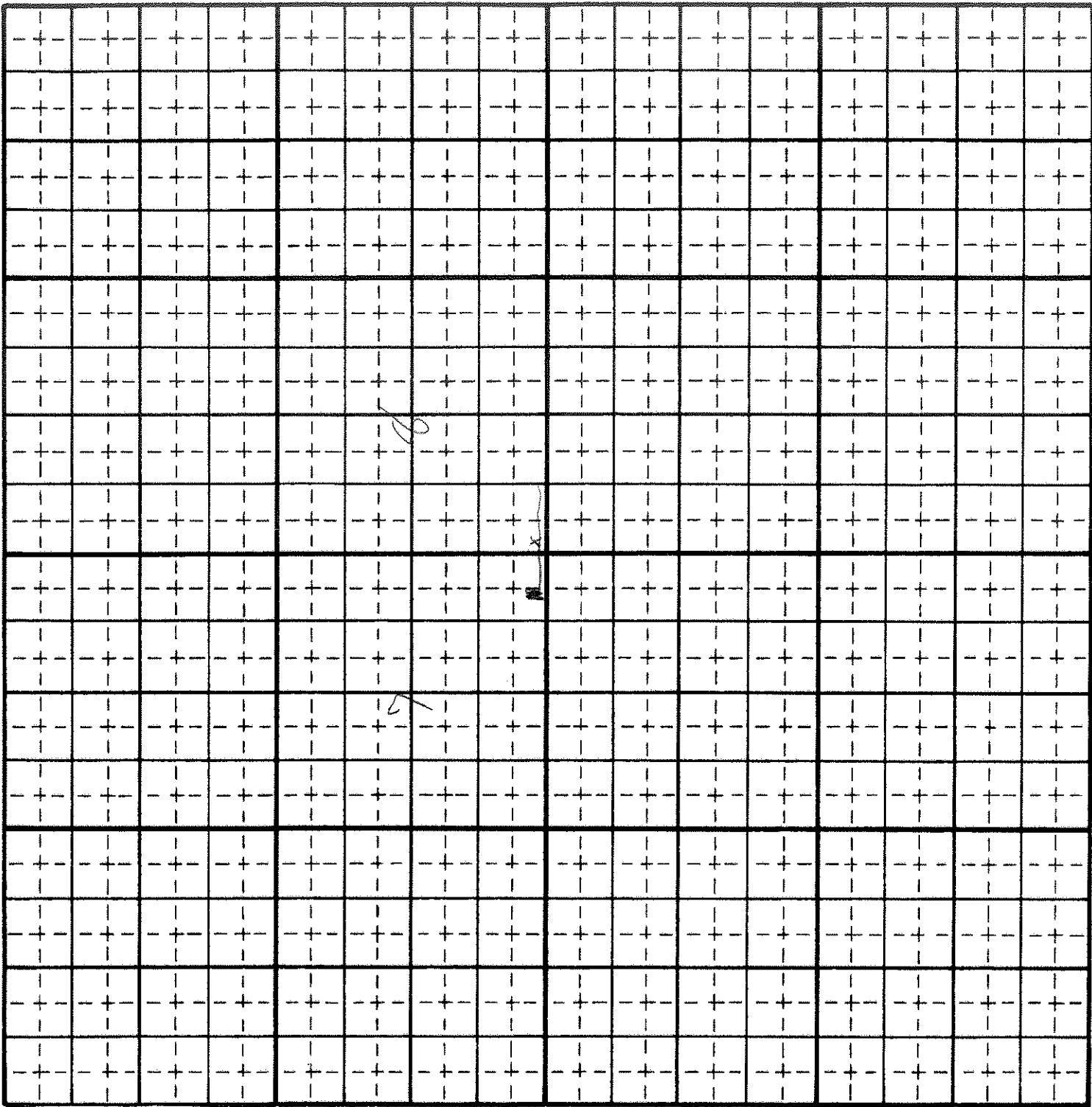
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. CULVERT at HW 93

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

T 21 N R 22 E



Last Name Yakovac Ident No. 75-14260

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear ☒ affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Deann Yakovac Date 7/03/05
Marilyn Yakovac Date 7-5-05

For Organizations: I do solemnly swear or affirm that I am _____

of _____, Title _____, that I have signed the foregoing

document in the space below as _____ of _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Lemhi) SS.

Subscribed and sworn (or affirmed) before me this _____

5th day of July 192005



Notary Public Robert E Foster

Residing at Salmon Id

My Commission Expires 02-16-07

Please Print Name _____

17. Notice of Appearance

Notice is hereby given that I, _____, will be acting as attorney at law on behalf of the claimant(s) signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Yakovac Ident. Number 75-14260

P. 483

This indenture, made this twenty-fourth day of March, in the year of our Lord one thousand eight hundred and ninety-two, Between Herman W. Andrews, of the County of Santa Clara, State of Santa Clara, the party of the first part, and George A. Conley, of the same County, the party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Thousand Three Hundred Dollars, in hands paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released, alienated and confirmed, and by these presents does grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described lot piece or parcel of land, situated in the County of Santa Clara, State of Santa Clara, known and described as follows to wit:

The South East Quarter of Section Seven, in Township Twenty-one North, of Range Twenty-two East, of Base Meridian, containing One hundred and Sixty acres, according to the Government survey thereof.

And the following described water rights and ditches, and no others are hereby in like manner conveyed with the said lands, to wit:

All the waste water from Four hundred and forty acres of land owned by the said party of the first part, and situated on or in the vicinity of the so-called Cemetery Ravine; Also, one ditch, without water right therewith, extending from a point near the south-east corner of the South-east-quarter of the South-west quarter of section nine, in Township Twenty-one North of Range Twenty-two East, to and upon said land hereby conveyed - The said party of the first part reserving the right to dump water into said ditch from his ditch immediately above said ditch hereby conveyed.

And also, that certain ditch to catch waste water extending about one half mile between the lands of the said party of the first part and lands of William J. Bryan and to the lands hereby conveyed.

Together with all and singular the Covenants and appurtenances thereto belonging, or in anywise appertaining, and the reversion and remainder, and paramount, rents, issues and profits thereof, and all the estate right, title, interest, claim or demand whatsoever of the said party of the first part, in law or equity of, in and to the above bargained premises, with all hereditaments and appurtenances.

To have and to hold the said premises above bargained and described with the appurtenances, unto the said party of the second part his heirs, and assigns forever, And the said party of the first part, for his heirs, executors and administrators, does covenant grant bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of signing and delivery of these presents is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant bargain, sell and convey the same in name and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, mortgages, easements and incumbrances, of what kind or nature soever; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof. The said party of the