

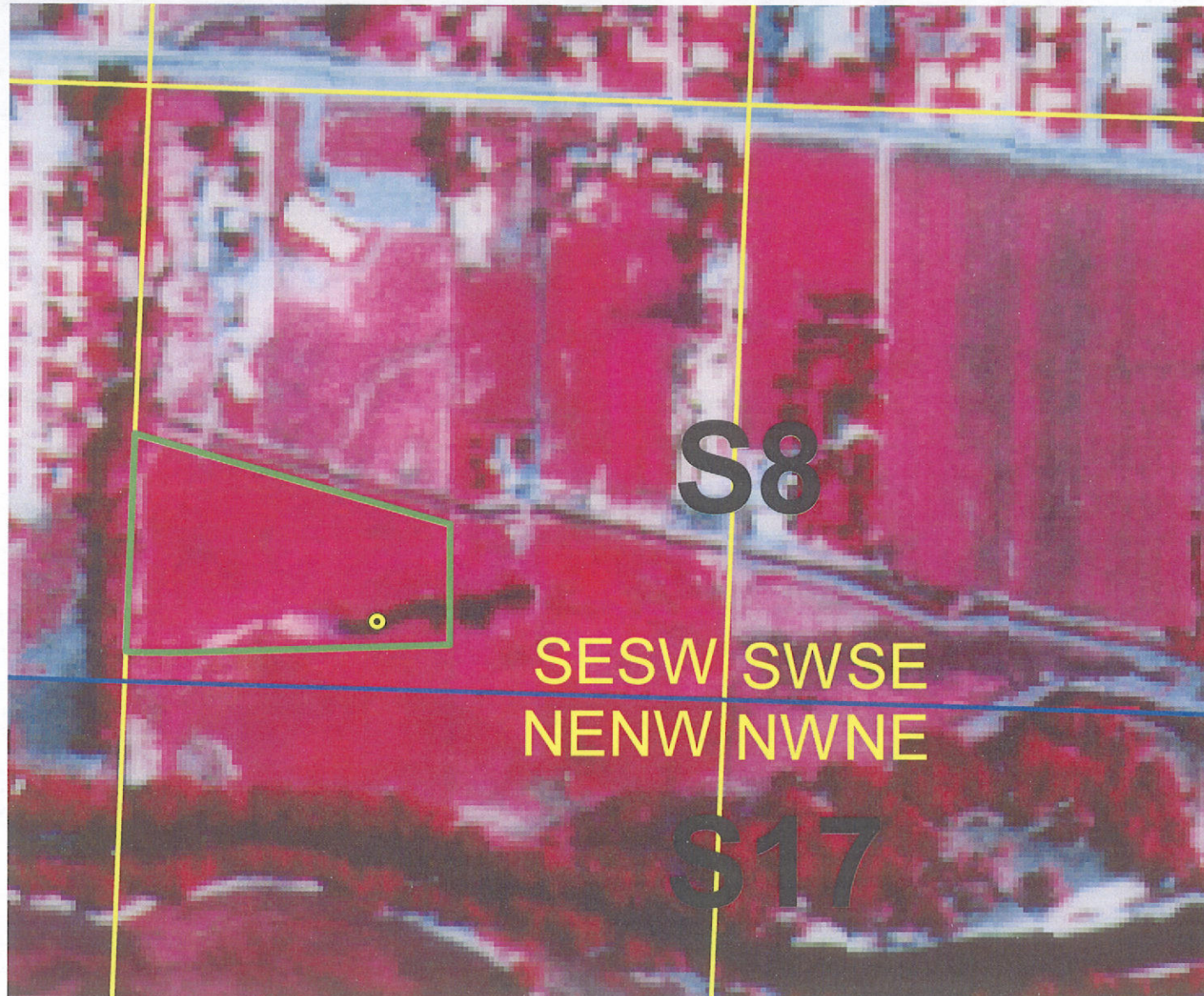
Idaho Department of Water Resources

**T04N, R01E,
S8**

Claim No: 63-5048

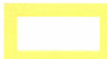
Prepared By: Kimberly Brown

Date: October 4, 2005



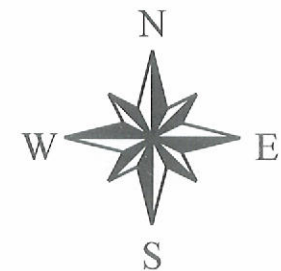
 Place of Use

 Section Lines

 1/4 1/4

 Point of Diversion

Acres Irrigated = 6.0



300 0 300 600 Feet


1987 NAPP

#63-5048
2003 NAPP

6.0 acres of claimed
12.0 acres still irrigated
by the slough

2.7 acres of the Eagle/
HWY 44 bypass
constructed in 1995

SESW SWSE
NENW NWNE

remaining 3.3 acres of claimed
12 acres not irrigated from
slough since 1995

\$8

\$17

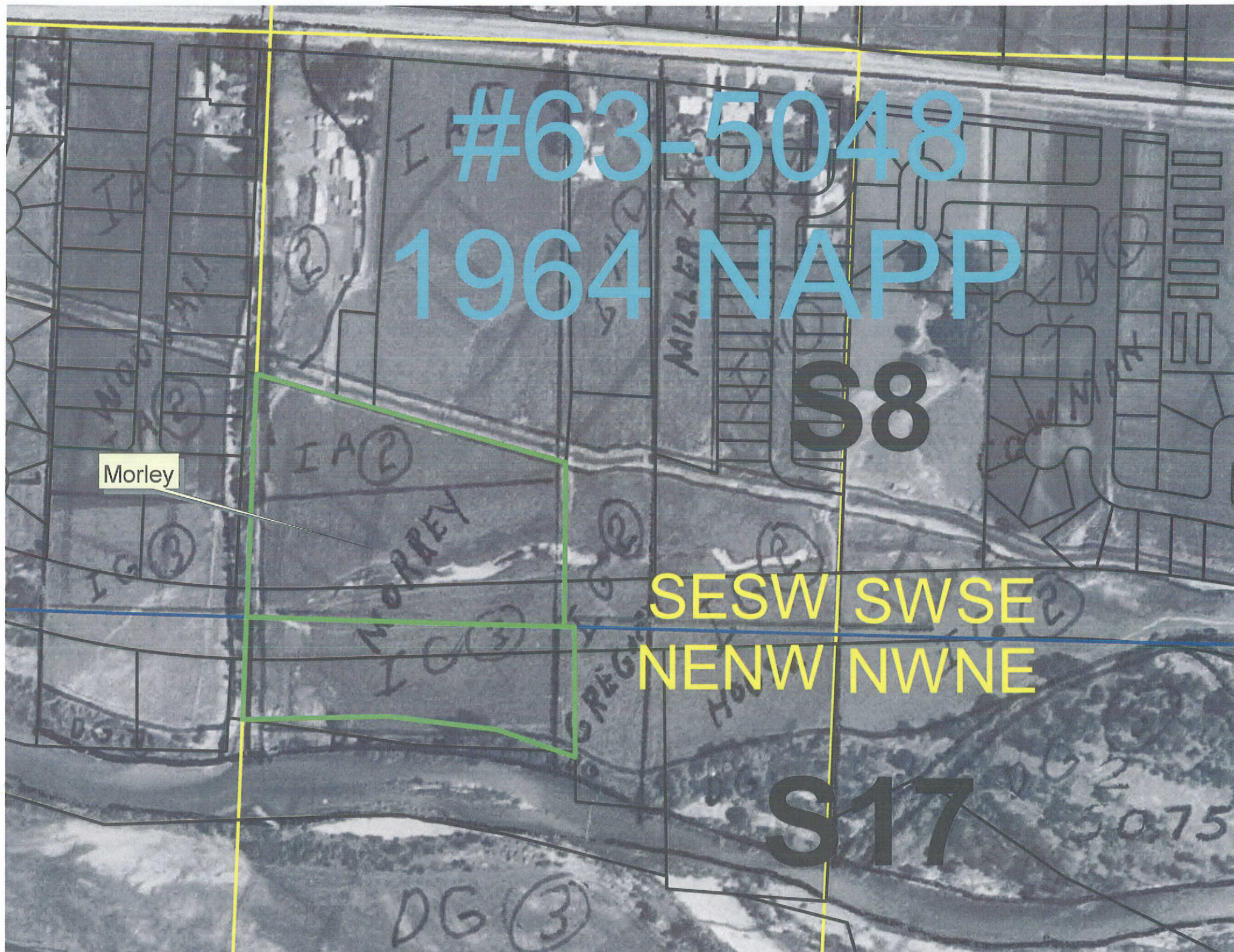
#63-5048
1964 NAPP

S8

Morley

SESW SWSE
NENW NWNE

S17





Ada County Assessor Land Records/GIS

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Property Details for Parcel S0508346630 and Year 2004

2006 ▼

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[Characteristics](#)

Parcel: S0508346630

Year: 2004

Zone Code: R-4

Total Acres: 6.391

Tax Code Area: 05-35

Property Description:

PAR #6630 @ W SIDE SE4SW4

SEC 8 4N 1E

#346604-B



[View Interactive Map of this Parcel](#)

Address: 1163 W STATE ST EAGLE , ID 83616

Subdivision: 4N 1E 08

Land Group Type: SECT

Township/Range/Section: 4N1E08

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2006 ▼

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[Tax Districts](#)

[Characteristics](#)

Parcel: S0508346655
Year: 2006
Zone Code: R-4
Total Acres: 0.4
Tax Code Area: 05-35
Property Description:
PAR #6655 OF SE4SW4

SEC 8 4N 1E

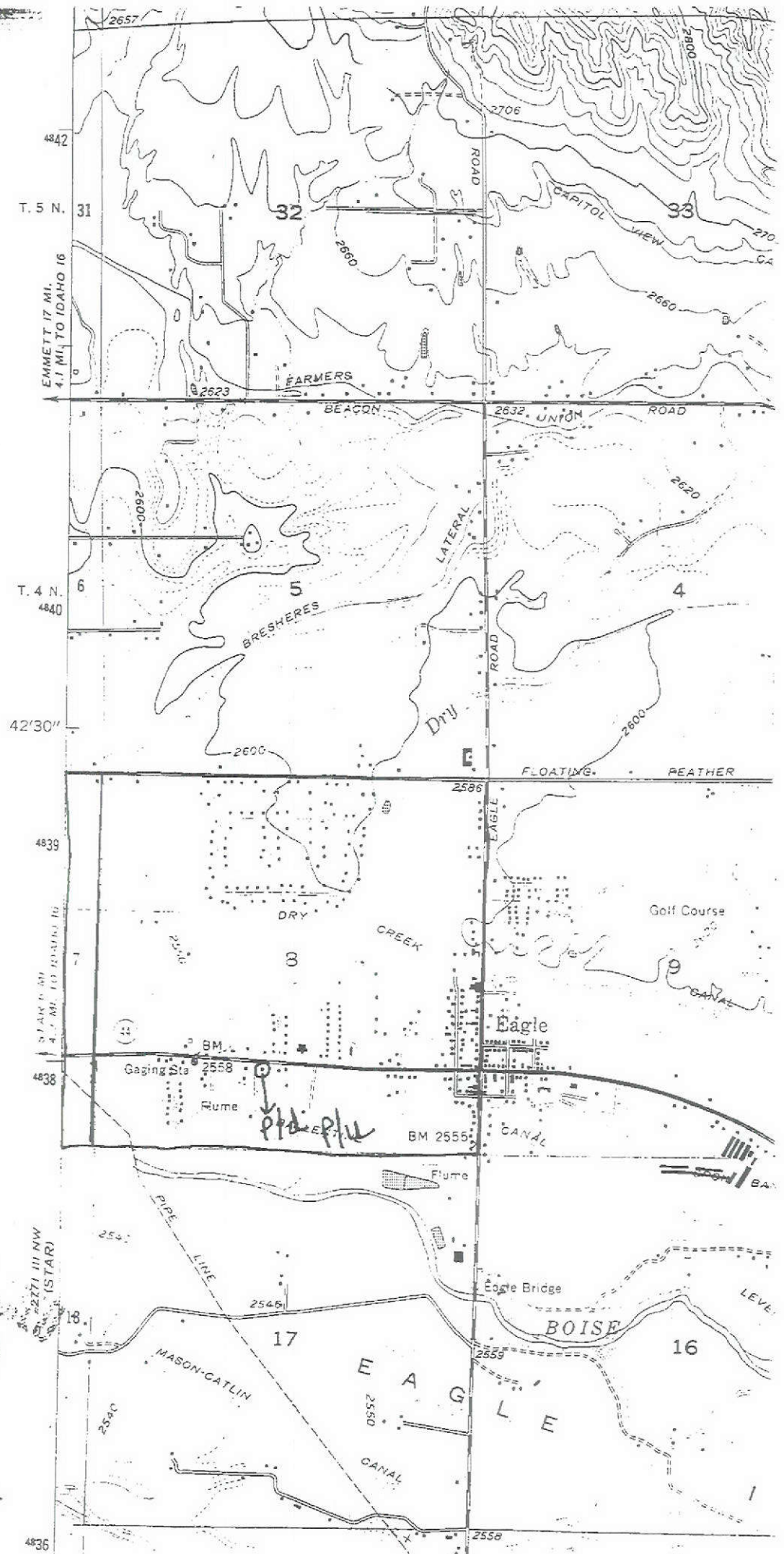


[View Interactive Map of this Parcel](#)

Address: 1161 W STATE ST EAGLE , ID 83616
Subdivision: 4N 1E 08
Land Group Type: SECT
Township/Range/Section: 4N1E08

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63-10949
4N-1E-8



JUN 12 1992

A63-05048
Eagle Church of the Nazarene
Pipeline going to irr box

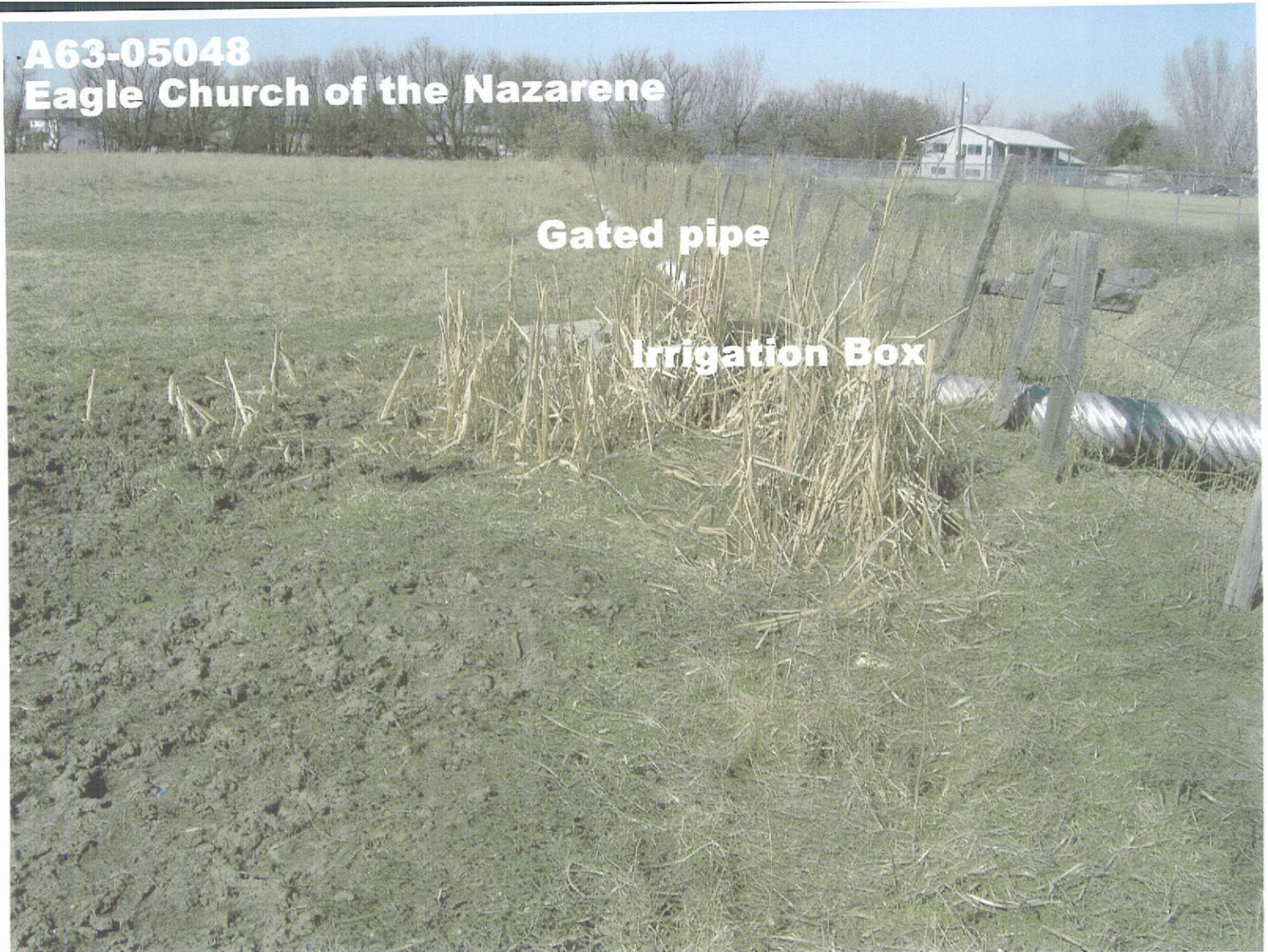
POU

pipeline

POU



A63-05048
Eagle Church of the Nazarene



A63-050548
Eagle Church of the Nazarene

4 HP Motor 3 Inch Pump



Digital Photos

Date photographed

12/9/2003



picture of slough which used
to be used for irrigation. (no
tag)



pipe formerly used to irrigate
area now under and south of
Hwy 44 by-pass. They used to
set a gasoline powered pump
next to the slough at this point.

63-5048		
Raymond Morley	location of point of diversion:	
1163 State Street	USR	0309365
Eagle ID 83616		0290664

Digital Photos

Date photographed

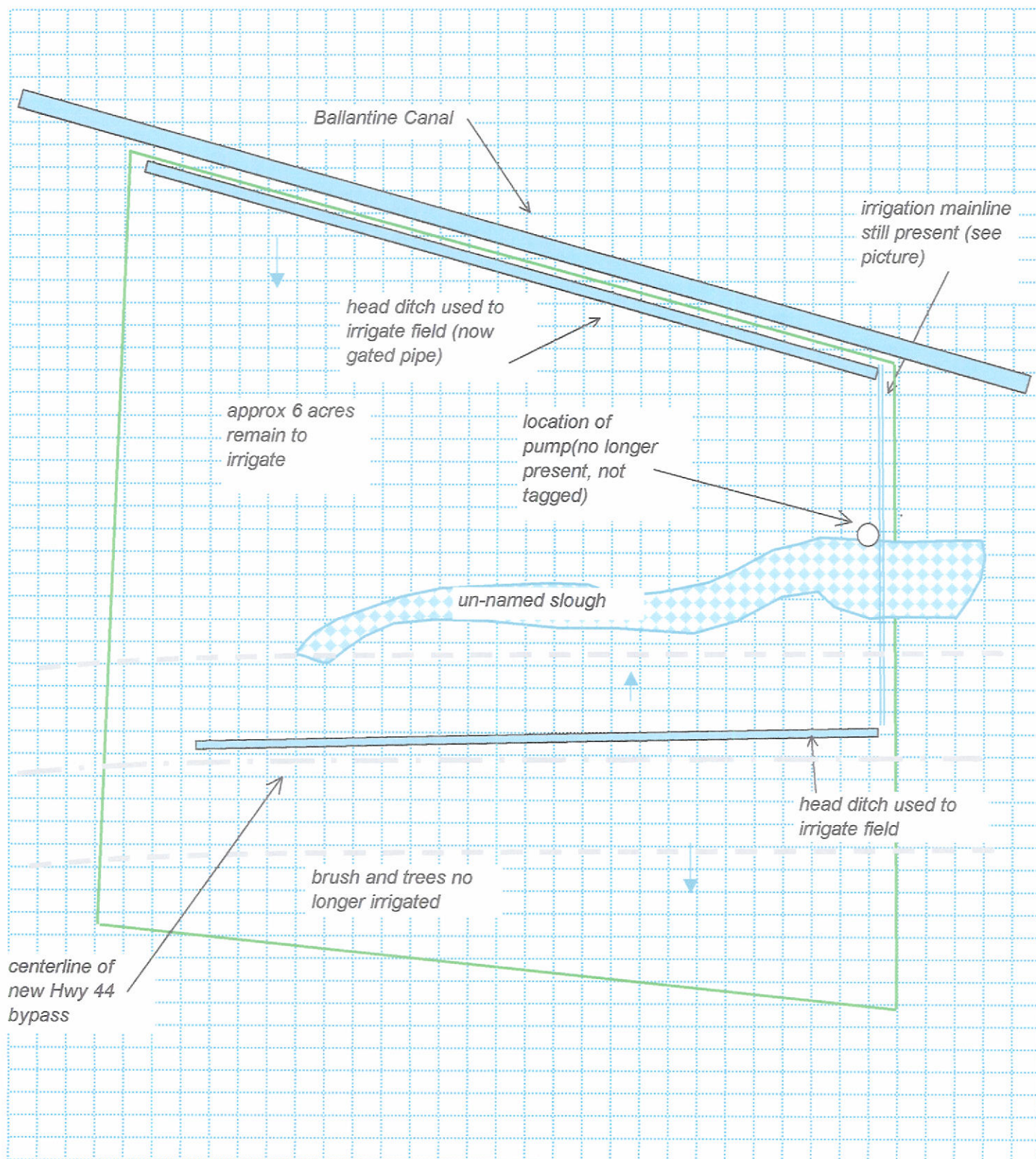
12/9/2003



63-5048			
Raymond Morley	location of point of diversion:		
1163 State Street	USR	0309365	
Eagle ID 83616		0290664	

Prepared by
Darwin Vander Stelt

Drawing of diversion layout



63-5048	POD Coordinates:	
Raymond Morley	USR	0309365
1163 State Street		0290664
Eagle ID 83616	not drawn to scale	



Idaho Department of Water Resources

Claim Number: 63-05048

Legal: T4N, R1E, S8, 17

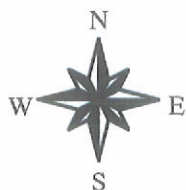
Reviewed By:

1987 Napp Photo

-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines



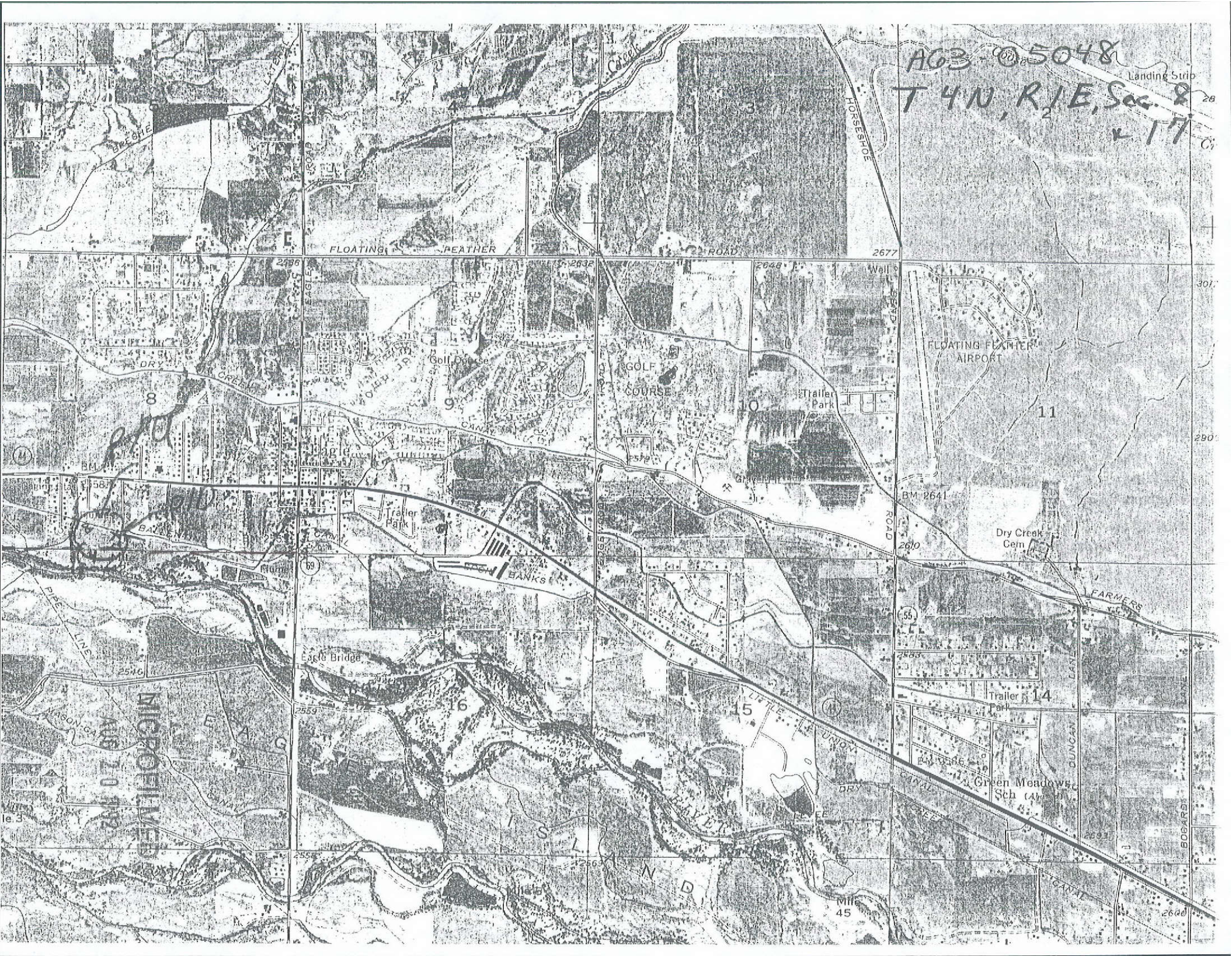
0 0.25 0.5 Miles



Area irrigated = 

p. 5





AG3-05048
T4N, R1E, Sec 8
17

MICROFILMED
AUG 20 1992

RECEIVED

APR 21 2006

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)

Case No. 39576)

A. Subcase 63-5048

(Insert water right no.)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: ADA COUNTY DRAINAGE DISTRICT NO. 2

Address: 455 S. Third Street
Boise, Idaho 83701

Daytime Phone: 208-342-4591

Name & Address of Attorney, if any:

S. Bryce Farris
Ringert Clark Chartered
P.O. Box 2773
Boise, ID 83701

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

Name: Eagle Church of the Nazarene

Address: 1001 W State St
Eagle, Idaho 83616

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

1. X **Name and Address**
 Should be: Disallowed. See below.
2. X **Source**
 Should be: Disallowed. See below.
3. X **Quantity**
 Should be: Disallowed. See below.
4. X **Priority Date**
 Should be: Disallowed. See below.
5. X **Point(s) of Diversion**
 Should be: Disallowed. See below.
6. ☐ **Instream Flow Description**
 Should be: N/A
7. X **Purpose(s) of Use**
 Should be: Disallowed. See below.
8. X **Period of Year**
 Should be: Disallowed. See below.
9. X **Place of Use**
 Should be: Disallowed. See below.
10. X **I object because:**

 X 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):** This claimed water right is within the boundaries of Ada County Drainage District No. 2 ("DD#2") and the source of said claim is a drain which was constructed or enlarged by or for DD#2. Said drain is owned, operated, maintained and controlled by DD#2 and the water within said drain is seepage or waste water that has been developed, captured and/or controlled by DD#2. Therefore, said water is not subject to appropriation, would amount to an impermissible trespass, and this claimed water right should not exist.

F.

VERIFICATION (must be completed)

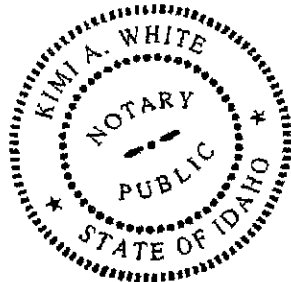
State of Idaho)
) ss.
County of Ada)

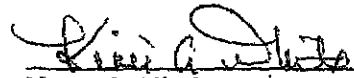
S. Bryce Farris, duly sworn, upon oath, deposes and says:

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.


S. Bryce Farris

Subscribed and sworn to before me on: April 20, 2006




Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 01/01/10

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.

CERTIFICATE OF MAILING

I certify that on April 20th, 2006, 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: Eagle Church of the Nazarene

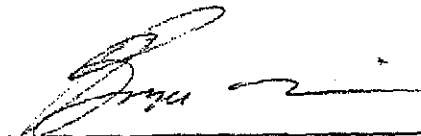
Address: 1001 W State St
Eagle, Idaho 83616

3. Copies to:

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

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

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



Signature of Objector or attorney
mailing on Objector's behalf

10/04/2005

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

RIGHT NUMBER: 63-5048

NAME AND ADDRESS: EAGLE CHURCH OF THE NAZARENE
1001 W STATE ST
EAGLE ID 83616

SOURCE: UNNAMED SLOUGH TRIBUTARY: BOISE RIVER

QUANTITY: 0.120 CFS
27.000 AFY

PRIORITY DATE: 03/01/1937

POINT OF DIVERSION:
T04N R01E S8 SESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.120 CFS 27.00 AFY

PLACE OF USE: IRRIGATION Within ADA County
T04N R01E S08 SESW 6.0

6 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from New Dry Creek Ditch Co.

Idaho Department of Water Resources

T04N, R01E, S8

Claim No: 63-5048
Prepared By: Kimberly Brown
Date: October 4, 2005

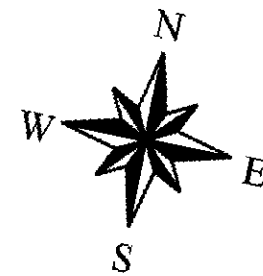
 Place of Use

 Section Lines

 1/4 1/4

 Point of Diversion

Acres Irrigated = 6.0



1987 NAPP

300 0 300 600 Feet

Parcel No: 80508346615.

(in office review)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid \$62.⁰⁰
- ☐ Well logs (if needed)
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☒ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) A63 - 5048Owner: Robert W. Morley Phone No. (208) 939 - 6632Current Address: 1163 W. State St., Eagle 83616

- ☐ No change NAME IS THE SAME
- ☒ NEW OWNER Eagle Church of the Nazarene
- ☐ No change Address
- ☒ NEW ADDRESS 1001 W. State St., Eagle 83616
- ☒ How long owned property? May 28, 2004

Accompanied by: N/A**PRIORITY DATE**

- ☐ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☒ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: 3/15/1937

(If priority date, based on your exam, seems questionable, explain below.)

The Affidavit signed by Carl Marshall on July 27, 1983 states that Robert Morley began using this water on July 1, 1937. The copy of the Warranty Deed (from Sven Olson to Morley) is dated 12/24/1937.

Source: Unnamed Slough Tributary to _____

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: _____

POINT OF DIVERSION

- ☒ No change
- ☒ POD found is different than claimed: Statutory Claim lists NENW, S17
- ☐ If different, when did POD change? _____

Change in POD from Statutory Claim – pre-1987.

Since both documents verify the year 1937, I am recommending 3/1/1937 (new IDWR SOW standard).

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID

Description of diverting works

See Field Reports.

OVERLAP REVIEW

Other water rights with the same point of diversion: See POB overlap review

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

WATER USES

Season of use is 3/1 to 11/15.

☐ No change

☐ Different Uses

Use Irrigation From 3/1 To Amount 0.12 CFS 27.0 AFA

Use From To Amount CFS AFA

Use From To Amount CFS AFA

6 AC x 4.5 af/annum = 27.0 af/annum (v) 0.12 cfs x 1.9835 x 246 days =

TOTAL VOLUME - Groundwater-only

☒ Incomplete on claim, the total is, Amount CFS 27.0 AFA

☒ Changes found, the new total is, Amount 0.12 CFS AFA

☐ More than 1" per Acre? Yes (claimant must complete excess flow sheet)

58.6 af/annum

NON-IRRIGATION USES:

☒ No change

None

☐ Changes Exam found: Domestic # of homes Stock #

Types Additional comments:

PLACE OF USE:

Parcel No: 80508346615.

☐ No Change

☒ Changes shown below:

Change in POB from Statutory Claim - pre-1987.

In 1987, 7.5 acres in the SE SW, S8 and 4 acres in the NEMW, S17 were irrigated (see p. 5 of the 12/9/03 Field Report). However, the Eagle/Hwy. 44 bypass, constructed around 1995, practically cut

these 11.5 acres in half. The highway "ate up" approximately 2.7 acres in the middle - leaving approximately 6.0 acres located north of the bypass in the SE_{SW}, S₈ (Parcel No: S₈ 50508 346615) and approximately 3.3 acres located south of the bypass in the NE_{NW}, S₁₇ (Parcel No: S₁₇ 517212500). According to both Field Reports, the slough water is no longer used on the southern acres and it would be very difficult to get the water NE to the NW southern SW portion, SE therefore, I am only recommending the 6 acres in SE_{SW}, S₈;

Place of Use		Totals																	
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	1E	8												6.0					6.0

(6.0 acres after the slough is taken out of irrigated acres)

Overlap with other water rights: (see POU overlap review) + Dry Creek Ditch Co.

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:

Delivery System Narrative: See Field Reports.

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size

FLOW MEASUREMENTS: See Field Reports.

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS (OVER)

Use is combined with Dry Creek Ditch Co.

Parcel No: 305 083 466 15.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☒ Photographs of POD's and POU
- ☒ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 10.4.05 (in office review)

FIELD EXAMINER: Kimberly Brown

12 acres of cleared
land
12 acres of cleared
land
12 acres of cleared
land

2.7 acres of the Eagle/
HWY 44 bypass
constructed in 1995

6.0 acres of cleared
land
12.0 acres of cleared
land
by the March

Morley

overlap review -

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POD REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-5048

10/04/2005

1

ater Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Source	Name
63-15542	Claim	04N	01E	8	SE	SW	<i>Domestic</i>	GROUND WATER	HELEN D MORLEY
63-18850	Claim	04N	01E	8	SE	SW		GROUND WATER	WAYNE SWANSON
63-22645	Claim	04N	01E	8	SE	SW		GROUND WATER	BERTHA E MILLER
~~63-3648~~	~~Claim~~	~~04N~~	~~01E~~	~~8~~	~~SE~~	~~SW~~	~~UNNAMED SLOUGH BOISE RIVER~~	~~EAGLE CHURCH OF THE NAZAREN~~	
63-19216	Claim	04N	01E	8	SE	SW		GROUND WATER	HELEN F HOUSE
63-22673	Claim	04N	01E	8	SE	SW		GROUND WATER	FRED E GRANDEN
63-10949	Water Right	04N	01E	8	SE	SW	<i>Irr.</i>	GROUND WATER <i>diff. POD</i>	EAGLE CHURCH OF THE NAZAREN
63-15542	Water Right	04N	01E	8	SE	SW	<i>Domestic</i>	GROUND WATER	ROBERT W MORLEY
63-18850	Water Right	04N	01E	8	SE	SW		GROUND WATER	WAYNE SWANSON
63-22645	Water Right	04N	01E	8	SE	SW		GROUND WATER	RAUSEL KENT MILLER
63-22696	Water Right	04N	01E	8	SE	SW	<i>Domestic</i>	GROUND WATER	ROSE MORLEY
63-19216	Water Right	04N	01E	8	SE	SW		GROUND WATER	HELEN F HOUSE
63-22673	Water Right	04N	01E	8	SE	SW		GROUND WATER	FRED E GRANDEN

no overlap -

overlap review -

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-5048

10/04/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
125K	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
126G	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
161L	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
-205	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
-206	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
258B	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
-263	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
-286	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
288B	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
2406	Claim	04N	01E	8	SE	SW		IRRIGATION	40/29248	~~DRAINAGE DIST NO 2~~
~~5048~~	~~Claim~~	~~04N~~	~~01E~~	~~8~~	~~SE~~	~~SW~~		~~IRRIGATION~~	~~8/12~~	~~EAGLE CHURCH OF THE NAZARENE~~
17468	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
28977	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
31778	Claim	04N	01E	8	SE	SW		IRRIGATION	36/14	NEW DRY CREEK DITCH CO
31806	Claim	04N	01E	8	SE	SW		IRRIGATION	36/2964	NEW DRY CREEK DITCH CO
2406	Water Right	04N	01E	8	SE	SW		IRRIGATION	40/29248	~~DRAINAGE DIST NO 2~~
10949	Water Right	04N	01E	8	SE	SW	dig. Pou	IRRIGATION	0.5/0.5	EAGLE CHURCH OF THE NAZARENE
125K	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
126G	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
161L	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-205	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-206	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
216A	Claim	04N	01E	17	NE	NW		IRRIGATION	22.7/43.3	MAXINE E MACE
258B	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-263	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
-286	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
288B	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
2406	Claim	04N	01E	17	NE	NW		IRRIGATION	6/29248	~~DRAINAGE DIST NO 2~~

no overlap -
63-10949 = different acres

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-5048

10/04/2005

2

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
~~5048~~	~~Claim~~	~~04N~~	~~01E~~	~~17~~	~~NE~~	~~NW~~		~~IRRIGATION~~	~~4/12~~	~~EAGLE CHURCH OF THE NAZARENE~~
17468	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
28977	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
31778	Claim	04N	01E	17	NE	NW		IRRIGATION	10/14	NEW DRY CREEK DITCH CO
31806	Claim	04N	01E	17	NE	NW		IRRIGATION	10/2964	NEW DRY CREEK DITCH CO
2406	Water Right	04N	01E	17	NE	NW		IRRIGATION	6/29248	~~DRAINAGE DIST NO 2~~
~~5048~~	~~Water Right~~	~~04N~~	~~01E~~	~~17~~	~~NE~~	~~NW~~		~~IRRIGATION~~	~~12/12~~	~~ROBERT W MORLEY~~



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Property Details for Parcel S0508346615

General Information

Property Acres: 6.549
Zone Code: R-4
Primary Code Area: 05-35 Tax Districts
Group Type: SECT
Subdivision: 4N 1E 08
Section: 4N1E08

Property Description

PAR #6615 @ SW COR SE4SW4
 SEC 8 4N 1E
 #346604-S

Property Address

HWY 44
 EAGLE, ID 83616


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- Levy Rates

Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method
Primary	200-RES LOT OR TRACT	6.549	\$150,000	MARKET

Total Assessed Value: \$150,000

Parcel Valuation History

Assessed value for year 2004 \$150,000

Property Characteristics

Land

Ada County Links

- Ada County Home Page
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- Treasurer
- Clerk/Auditor/Recorder
- Development Services
- Human Resources

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2002 Ada Co. Tax Lot -

Current Owner:

 Eagle Church of the Nazarene
 1001 W. State St.
 Eagle

(6.5 AC)

Northern portion of
 the originally claimed
 12.0 acres (located north
 of the Eagle/Hwy 44 bypass)

**Land Records****Characteristics Detail**[Go Back to Property](#)

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Land**Land Characteristics 1 for Parcel "S0508346615"**

Residential Acres:	6.549
Commercial Acres:	0.000
Other Acres:	0.000
MLS Area:	900 - Eagle
Street:	Not Available
Utility:	Not Available
Water Source:	Not Available
Sewer:	Not Available
Sidewalks:	N
Curb-Gutters:	N
Topography:	Not Available
View:	Not Available
Water Influence:	None
Water Frontage Feet:	0
Corner:	N

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Property Details for Parcel S0517212500 and Year 2006

2006 ▼

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[Characteristics](#)

Parcel: S0517212500

Year: 2006

Zone Code: R-4

Total Acres: 3.345

Tax Code Area: 05-6

Property Description:

PAR #2500 OF NE4NW4

SEC 17 4N 1E

#346601-S

#94103417-18 95002774-75

**No Image
Available**

[View Interactive Map of this Parcel](#)

Address: W STATE ST EAGLE , ID 00000

Subdivision: 4N 1E 17

Land Group Type: SECT

Township/Range/Section: 4N1E17

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2002 Ada Co. Tax lot:

Current Owner -

ID State Dept. of Transportation

(3.3 AC)

Ⓢ Southern portion of the
originally claimed 12.0 acres
(located south of Eagle / Hwy 44 bypass)



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Land Characteristics

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Residential Acres: 0.0

Commercial Acres: 0.0

Other Acres Acres: 5.85

Street: None

Utility: None

Water Source:

Sewer: None

SideWalks: N

Curb-Gutters: N

Topography:

View:

Water Influence: 3

Water Frontage Feet: 0

Corner: N

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overlap review -

09/30/2005

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-15542

WATER RIGHT NUMBER: 63-15542

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ROBERT W MORLEY W 1163 W STATE EAGLE, ID 83616 (208)939-6632
Current Owner	HELEN D MORLEY W 1163 W STATE EAGLE, ID 83616 (208)939-6632

Priority Date: 07/15/1937

Basis: Decreed

Status: Active

Source

GROUND WATER

Tributary

As of 2005, Parcel No:
S0508346601 is no longer
a valid number in the Ada
Co. Assessor Land Records.
According to Land Records,
the Parcel No: is
S0508346630.

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	
STOCKWATER	1/01 to 12/31	0.020 CFS	
	<u>Total Diversion:</u>	0.060 CFS	

Location of Point(s) of Diversion

GROUND WATER

SE1/4SW1/4

Sec. 8, Twp 04N, Rge 01E, B.M.

ADA County

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01E	8												X					

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	01E	8												X					

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-15542

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. STOCKWATER, 25 RANGE CATTLE PARCEL NO. S0508346601 *no parcel found (2005)*
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. 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.

Remarks:Comments:Dates and Other Information:

Licensed Date:
 Decreed Date: 12/30/1999
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal: S
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant:
 Decree Plaintiff:
 Civil Case Number: 39576
 Judicial District: FIFTH
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

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>
----------------	------------------------	-----------------	-----------------

Water Supply Bank:

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Property Details for Parcel S0508346630 and Year 2004

2006 ▾

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Parcel: S0508346630
Year: 2004
Zone Code: R-4
Total Acres: 6.391
Tax Code Area: 05-35
Property Description:
PAR #6630 @ W SIDE SE4SW4

SEC 8 4N 1E
#346604-B



[View Interactive Map of this Parcel](#)

Address: 1163 W STATE ST EAGLE , ID 83616
Subdivision: 4N 1E 08
Land Group Type: SECT
Township/Range/Section: 4N1E08

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Land Characteristics

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Residential Acres: 6.391
Commercial Acres: 0.0
Other Acres Acres: 0.0
Street: Asphalt/Concrete
Utility: Above Ground
Water Source: None
Sewer: Septic
SideWalks: N
Curb-Gutters: N
Topography: Level
View: Average
Water Influence: 2
Water Frontage Feet: 0
Corner: N

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Residential Characteristics

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Year Built:	1925
Year Remodel:	0
Effective Age:	0
Construction Class:	3
Number of Bedrooms:	3
Number of Bathrooms:	1.0
Number of FirePlaces:	0
Air Conditioning:	N
Car Storage Sq Ft #1:	288
Car Storage Sq Ft #2:	216
General Purpose Building Sq Ft:	20
Porch Sq Ft:	56
Deck Sq Ft:	64
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	1369
Main Floor Sq Ft:	1044
Upper Floor Sq Ft:	325
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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overlap review -

Page 1

IDAHO DEPARTMENT OF WATER RESOURCES Water Right Report 63-22696

WATER RIGHT NUMBER: 63-22696

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	ROSE MORLEY 1161 W STATE EAGLE, ID 83616 (208)939-6965
Current Owner	W ROGER MORLEY 1161 W STATE EAGLE, ID 83616 (208)939-6965

Priority Date: 10/15/1976

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER	SE1/4SW1/4	Sec. 8, Twp 04N, Rge 01E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04N	01E	8												X					

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. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. PARCEL NO. S0508346655
4. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

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IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-22696

Remarks:

Comments:

Water Supply Bank:

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Parcel: S0508346655 **Ada County Assessor**
Year: 2006
Zone Code: R-4
Total Acres: 0.4
Tax Code Area: 05-35
Property Description:
PAR #6655 OF SE4SW4

SEC 8 4N 1E



[View Interactive Map of this Parcel](#)

Address: 1161 W STATE ST EAGLE , ID 83616
Subdivision: 4N 1E 08
Land Group Type: SECT
Township/Range/Section: 4N1E08

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Land Characteristics

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Residential Acres: 0.4

Commercial Acres: 0.0

Other Acres Acres: 0.0

Street: None

Utility: None

Water Source:

Sewer: None

SideWalks: N

Curb-Gutters: N

Topography:

View:

Water Influence: 3

Water Frontage Feet: 0

Corner: N

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Residential Characteristics

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Year Built:	1976
Year Remodel:	0
Effective Age:	0
Construction Class:	4
Number of Bedrooms:	3
Number of Bathrooms:	2.5
Number of FirePlaces:	1
Air Conditioning:	N
Car Storage Sq Ft #1:	624
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	300
Deck Sq Ft:	280
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	2912
Main Floor Sq Ft:	1456
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	1456
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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Overlap review-

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-10949

Priority: October 16, 1989

Maximum Diversion Rate:
Maximum Diversion Volume:

0.04 CFS
3.7 AF

This is to certify, that EAGLE CHURCH OF THE NAZARENE
PO BOX 14
EAGLE ID 83616

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated September 1, 1989; and has submitted Proof of Beneficial Use on February 15, 1991. An examination indicates that the works have a diversion capacity of .040 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	0.03 CFS	2.3 AF
DOMESTIC	01/01 to 12/31	0.04 CFS	1.4 AF
	Totals	0.04 CFS	3.7 AF

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 8, Township 04N, Range 01E
ADA County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N	01E	8	SESW	0.5		0.5

Total number of acres irrigated: 0.5

PLACE OF USE: DOMESTIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than 4.5 afa per acre for the lands above.

MICROFILMED

JUN 12 1992

State of Idaho
Department of Water Resources

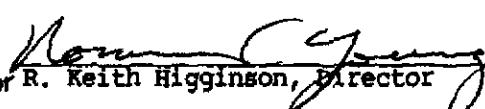
WATER RIGHT LICENSE

WATER RIGHT NO. 63-10949

CONDITIONS/REMARKS:

6. Domestic use is for a church.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 28th day of MAY, 1992.


Acting for R. Keith Higginson, Director


JUN 12 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

Department of Water Resources

FEB 20 1992

A. GENERAL INFORMATION

Permit No. 63-10949
1. Owner: Eagle Church of the Nazarene Phone No. 939-6532
Current Address: P.O. Box 14, Eagle, Id. 83616
2. Accompanied by: Rev. William Russell EXAM. DATE: 6/19/91
Address: same Phone No. _____
Relationship to Permit Holder: Priest
3. Source: groundwater tributary to _____

B. OVERLAP REVIEW

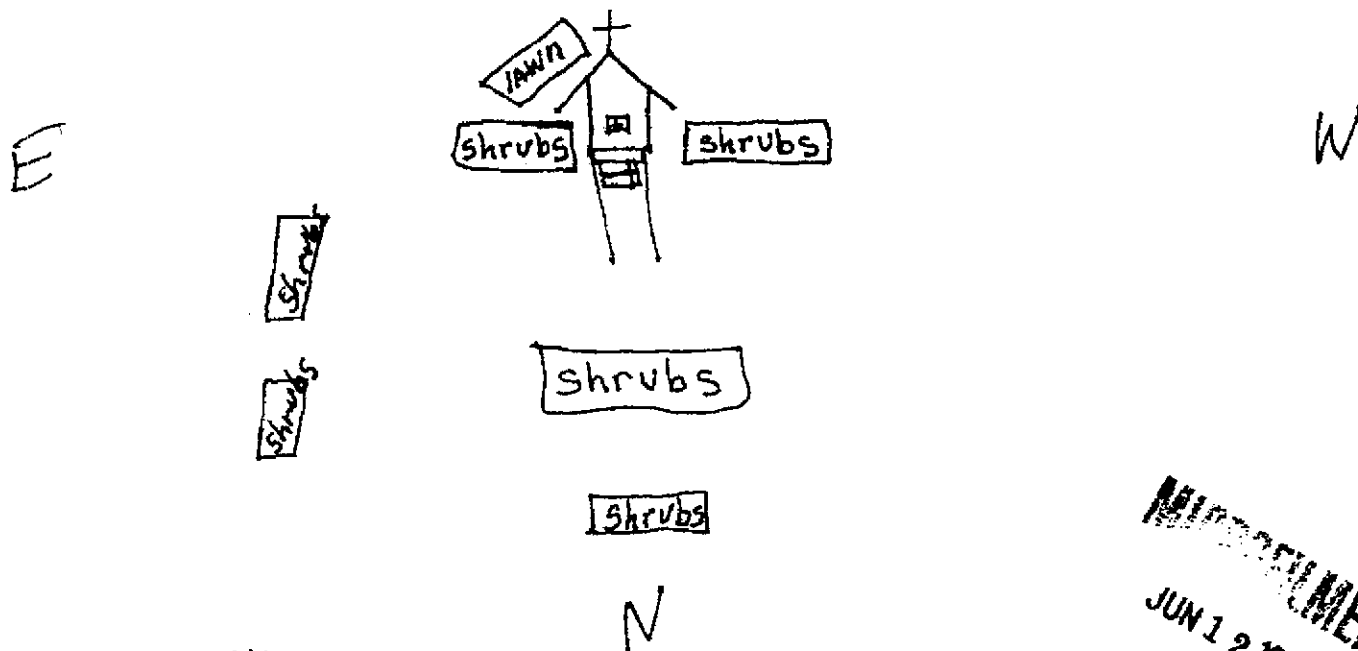
1. Other water rights with same place of use: 63-02406

☐ Copies Attached
2. Other water rights with same point of diversion: none

☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



Scale: 1" = N/A

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required). ☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).
☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater).

MAILED
JUN 12 1992

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

System consists of a well with pump set at 40'. The yard is hand-watered with one hose & sprinkler. The shrubs are in concrete islands and are watered via buried sprinkler heads.

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Franklin	1		Jacuzzi	154H-52

*Code to correspond with No. on map and aerial photo

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			SE	SW	8	AN	1E	Ada	7.5' U.S.G.S. topo

6. **Place(s) of Use:**

Indicate Method of Determination Same as P/O

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
AN	1E	8												D					
														.5					.5 k

MAILED

JUN 12 1932

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

N/A

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

See attached Exhibit A

2. Alternate Method for Checking Purposes: HP eq. supports .04 cfs requested.

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Ampsx .001732 = _____ (8)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = \frac{.5}{.2} \times 4.5 = 2.3 \text{ afa}$

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = \frac{.04}{.03} \times 246 \times 1.9835 = 14.6 \text{ afa}$

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 2.3 \text{ afa}$

2. Volume Calculations for Other Uses:

Church:

$(10)(168)(280)/325850 = 1.4 \text{ afa} = V_{reg.}$
(gal.) (days of use) (# people)
US.

$(.04)(168)(1.9835) = 13.3 \text{ afa} = V_{div.}$

RECEIVED
JUN 12 1992

H. REMARKS AND OVERLAP REVIEW ANALYSIS

Overlap is a drainage district and
does not affect v system.
this

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume 2.3 V (afa)
	From	To		
Irrigation	3/15	11/15	.03 cfs	.9 AFA
Domestic	1/1	12/31	.04 cfs	1.4 AFA
				3.7 AFA
				~~FE~~
Totals:			.04 cfs	5.3 2f2

2. Recommended Amendments

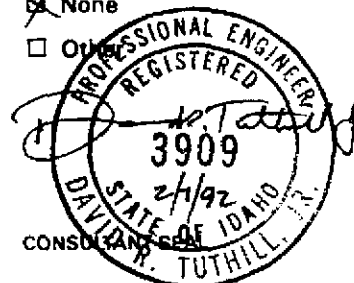
- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above

☒ None

☐ Other

J. AUTHENTICATION

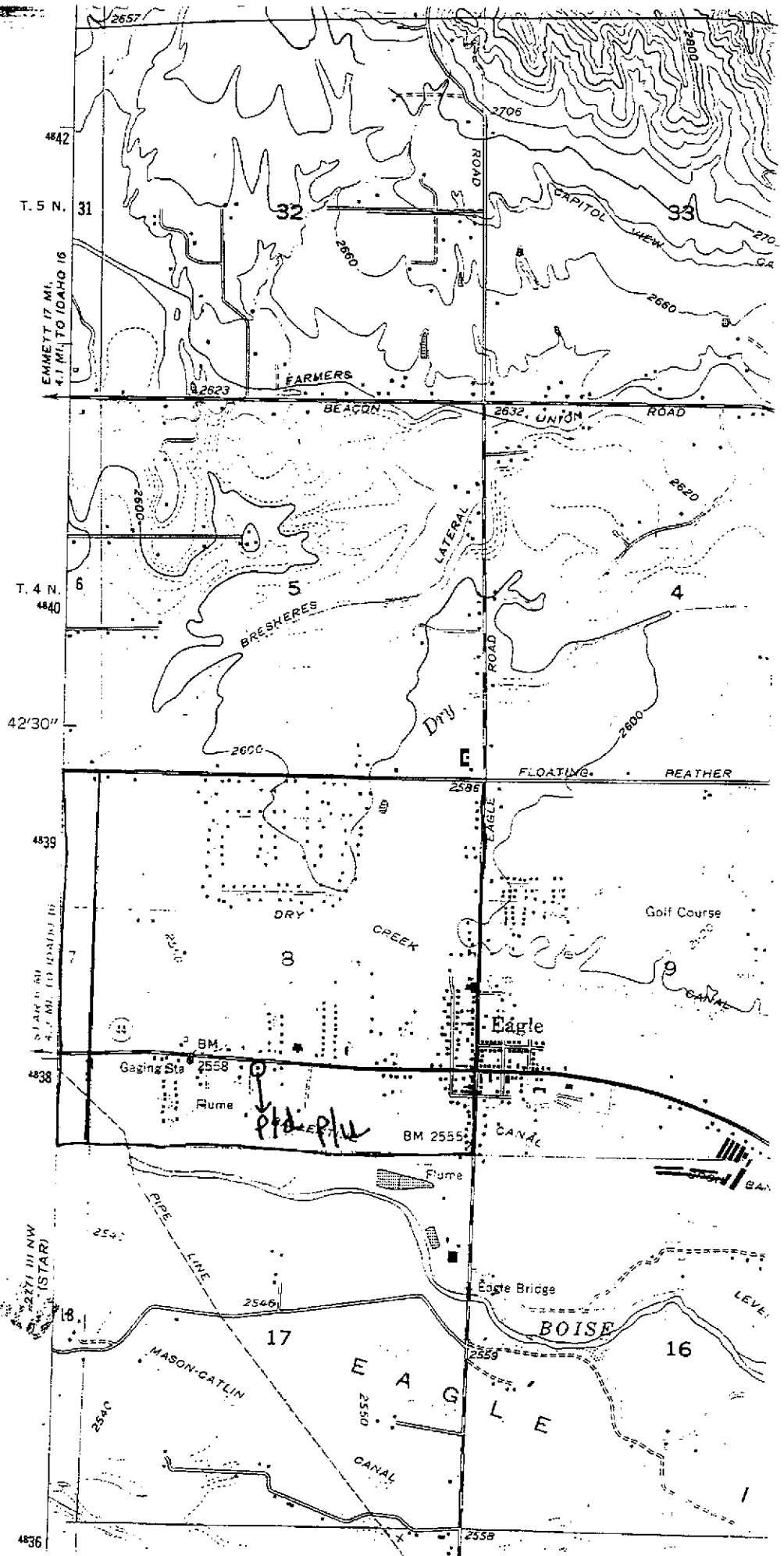
Field Examiner's Name SARA West
 JFW 2/6/92 Signature S.Y. West
 Certification Date _____
 Field Report Preparation Date 6/19/91



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

AUG 12 1992

63-10949
4N-1E-8



Receipt Details for ID W003079

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
6/1/1989 2:33:18 PM	6/1/1989	Western	\$87.00	Check
Payer		MORLEY, HELEN		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1210			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$87.00	ADJUDICATION FEE	410162	9337	0 0		6490

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	15542		\$25.00	Claim
63	5048		\$62.00	Claim

Print Report



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

September 22, 2005

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

EAGLE CHURCH OF THE NAZARENE
1001 W STATE ST
EAGLE, ID 83616

Re: Notice of Claim to a Water Right No. 63-5048

Dear Claimant(s):

Enclosed is a copy of the above referenced claim(s), which reflect the change in ownership of the land and appurtenant water rights, covered under the original filing.

Please note that the enclosed Notice of Claim to a Water Right is not a final determination of your water right. This claim was filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Liberty Gagnon".

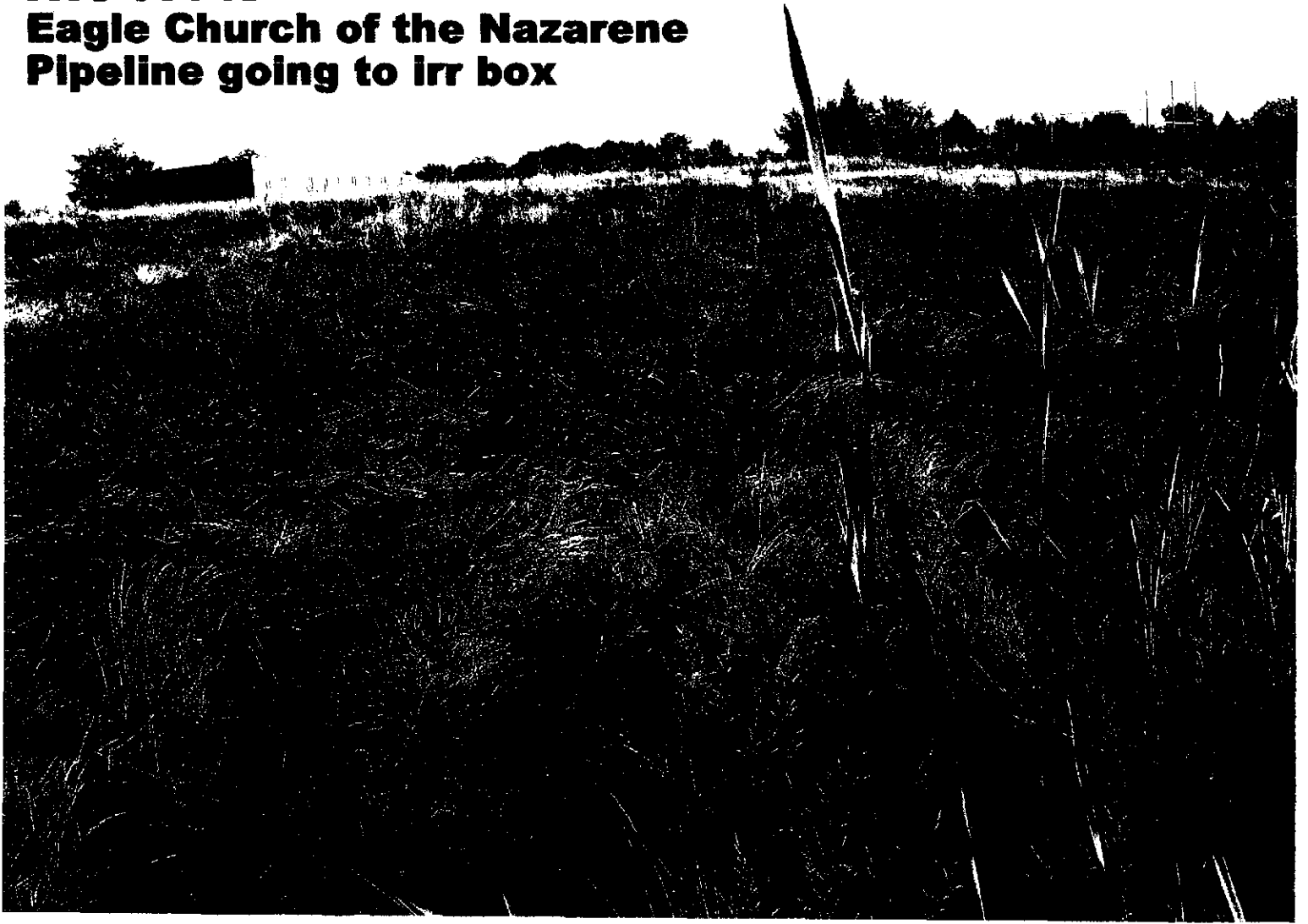
Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

Enclosure

A63-05048

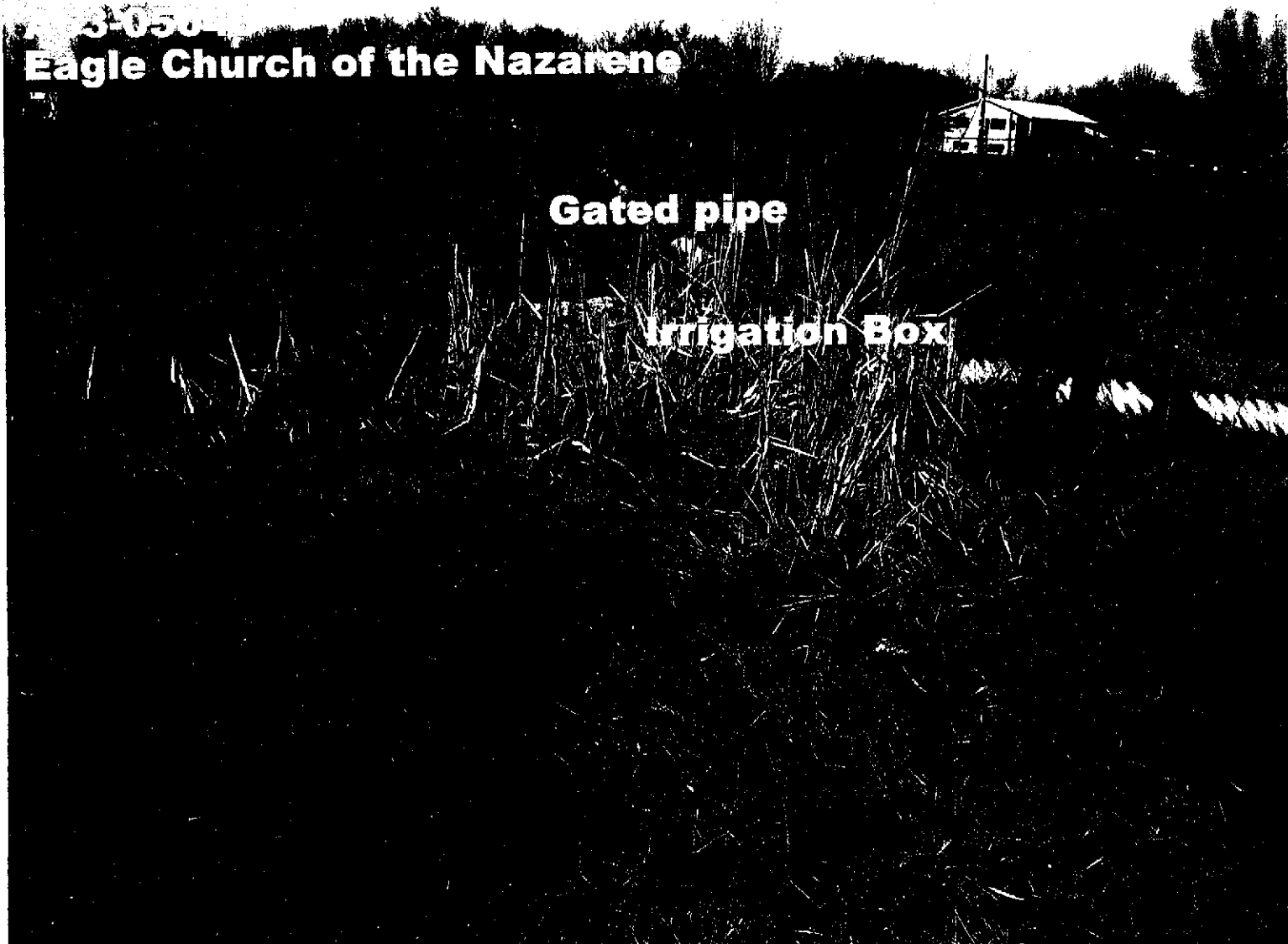
**Eagle Church of the Nazarene
Pipeline going to irr box**



8-0504
Eagle Church of the Nazarene

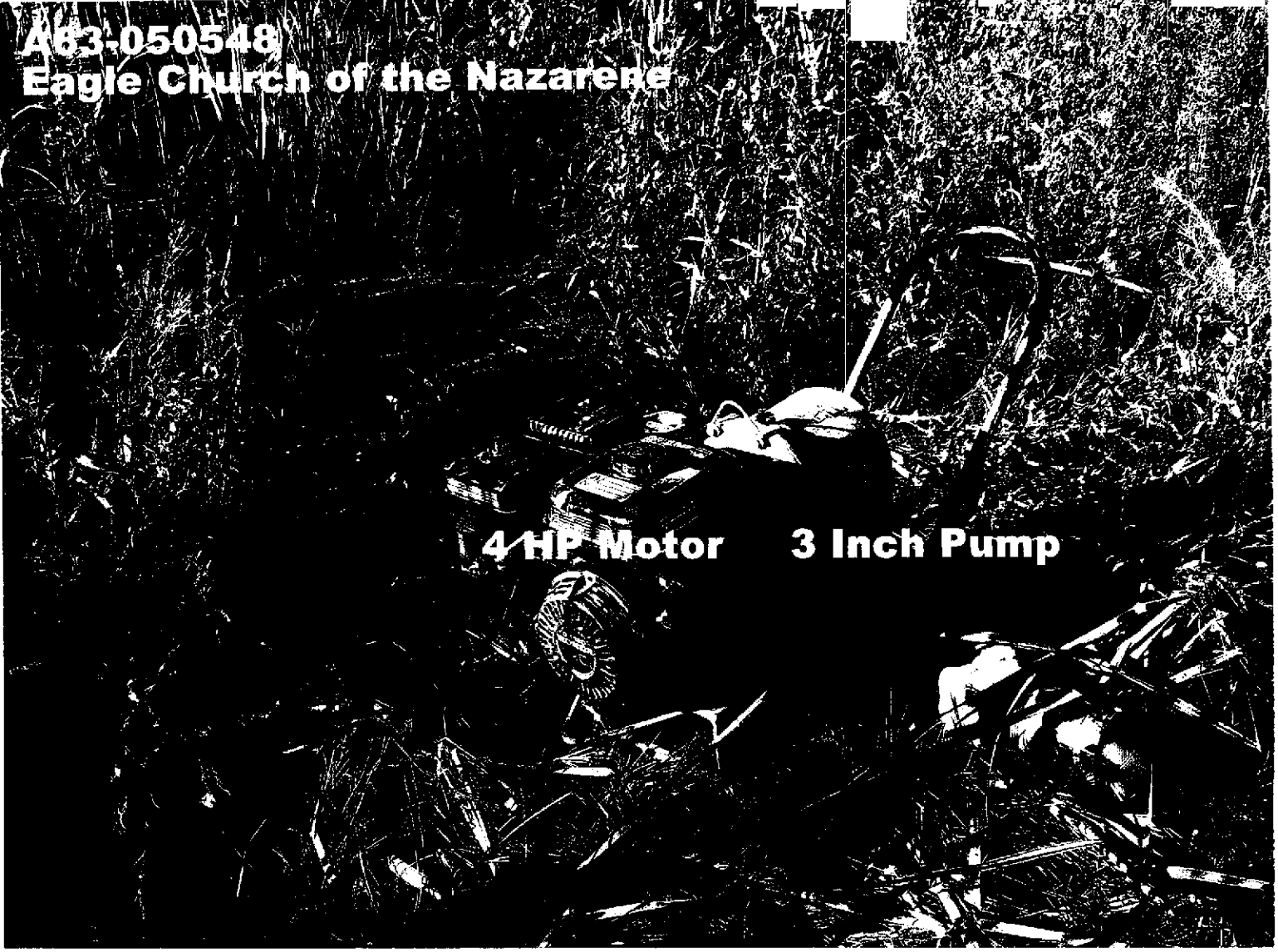
Gated pipe

Irrigation Box



A63-050548
Eagle Church of the Nazarene

4 HP Motor 3 Inch Pump

A high-contrast, black and white photograph showing a piece of mechanical equipment, identified as a 4 HP motor and 3 inch pump, lying in a field of tall, dense grass. The equipment is dark and somewhat obscured by the surrounding vegetation. The image is grainy and has a stark, almost binary appearance due to the high contrast.

THEORETICAL HORSEPOWER EQUATION WORKSHEET (cjh 1/92)

Water Right No.: 63-5048
Examiner: Melvin Gene Gibson
Date of Field Exam: 8/31/2004

P/D No.:	OPTION 1	OPTION 2	OPTION 3
PUMP HORSEPOWER	4	0	0
BOOSTER HORSEPOWER	0	0	0
PUMPING LEVEL	40	0	
DISCHARGE PRESSURE	30	0	0
RATE OF FLOW (cfs)	0.23	#DIV/0!	#DIV/0!

Boise
Idaho Falls
Pocatello

Moffatt Thomas

MOFFATT THOMAS BARRETT ROCK & FIELDS, CHTD.

Eugene C. Thomas
John W. Barrett
R. B. Rock
Richard C. Fields
Robert E. Bakes
John S. Simko
John C. Ward
D. James Manning
Gary T. Dance
Larry C. Hunter
Morgan W. Richards
Mark A. Ellison
Randall A. Peterman
Mark S. Prusynski
Stephen R. Thomas

Glenna M. Christensen
Gerald T. Husch
Scott L. Campbell
Robert B. Burns
James C. Dale
Michael E. Thomas
Patricia M. Olsson
James C. deGlee
Bradley J. Williams
Lee Radford
Michael O. Roe
David S. Jensen
James L. Martin
C. Clayton Gill
David P. Gardner

Julian E. Gabiola
Angela Schaefer Kaufmann
Kimberly D. Evans Ross
Benjamin H. Schwartz
Jon A. Stenquist
Eric M. Barzee
Bradley J. Dixon
Jason G. Murray
Mark C. Peterson
Andrew J. Waldera
Shawn C. Nunley
Tyler J. Anderson

Willis C. Moffatt, 1907-1980
Kirk R. Helvie, 1956-2005

August 27, 2004

US Bank Plaza Building
101 S Capitol Blvd 10th Fl
PO Box 829
Boise, Idaho 83701 0829

208 345 2000
800 422 2889
208 385 5384 Fax
www.moffatt.com

John Oord
Administrator
Eagle Church of the Nazarene
1001 W. State Street
Eagle, Idaho 83616

Re: Water Rights
MTBR&F File No. 16000.74

Dear John:

Enclosed please find the original, signed Affidavit of Raymond Morley. You will need to provide this document to Gene Gibson to assist with proving that the water was diverted from the slough and beneficially used on the property prior to 1970.

Thank you for your attention to this matter. If you have any questions or require further assistance, please do not hesitate to contact me.

Sincerely,



Tiffany M. Hudak
Paralegal

/tmh

Enclosures

cc: Randall A. Peterman (w/encls.)

State of Idaho)
) ss.
County of Ada)

I, RAYMOND MORLEY, first being duly sworn upon oath, hereby depose and say as follows:

1. I am over the age of 18 years and make this affidavit based upon personal knowledge.

2. I currently reside in Eagle, Idaho.

3. It is my understanding that in the 1930's, my uncle, Robert Morley, purchased a parcel of real property located in Section 8, Township 4N, Range 1E, Eagle, Ada County, Idaho, more commonly referred to as 1163 W. State Street, Eagle, Idaho (the Property").

4. From approximately 1947 to 1957, I resided on the Property with my Uncle and my brother, Roger Morley.

5. During the years 1957 through the 1990's, I would visit my Uncle and/or brother who resided on the Property several times during the year, even as many as 2 to 3 times a month from the 1970's through the 1990's.

6. It is my understanding that my Uncle has a water right in the amount of 1 c.f.s., for irrigation purposes, which water right is identified as water right number 60-05048. The point of the diversion for such water right is an unnamed slough which runs along the southern boundary of the property.

7. During my visits to the Property, beginning in the early 1960's and throughout the 1970's, I observed the irrigation of an approximately twelve (12) acre portion of the Property via a gas-powered portable pump which was placed in the previously described

Dec. 31, 1962

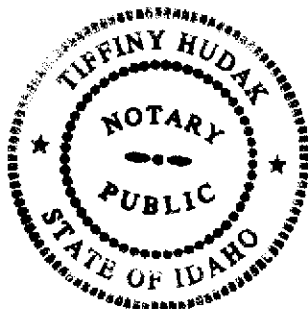
unnamed slough which runs along the southern boundary of the Property. The twelve (12) acre portion of the Property is located in a portion of the Southeast quarter of the Southwest quarter of Section 8, and a portion of the Northeast quarter of the Northwest quarter of Section 17, all in Township 4N, Range 1E, Eagle, Ada County, Idaho.

DATED this 27 day of August, 2004.

By

Raymond Morley
Raymond Morley

SUBSCRIBED AND SWORN to before me this 27th day of August, 2004.



Tiffany Hudak
NOTARY PUBLIC FOR IDAHO

Residing at Boise

My Commission Expires 9/16/09



\$ 10⁰⁰

June 23

1937 No.

RECEIVED OF

Robert Morley

Ten & no/100

DOLLARS

Legal services in full

Re: Olson - Morley Contract

Wm. C. Dunbar

Done



\$

19 No.

RECEIVED OF

Robert Morley

Eighty

DOLLARS

Down payment on land.

Sven Olson.



\$ 1400⁰⁰

June 30,

1937 No.

RECEIVED OF

Robert Morley

Fourteen Hundred & no/100

DOLLARS

On contract for purchase of real estate.

Sven Olson



IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED/SEALED AND DELIVERED IN PRESENCE OF

Wm. C. Dunbar *Sven Olson* [Seal]
[Seal]
[Seal]
[Seal]

STATE OF IDAHO,

County of Ada

ss.

On this 24th day of December in the year 19 37 , before me

Wm. C. Dunbar , a Notary Public

in and for said State, personally appeared Sven Olson, an unmarried man,

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

Wm. C. Dunbar

Notary Public for the State of Idaho,
Residing at Boise , Idaho.

My commission expires: Dec. 13, 1938.

No.

WARRANTY DEED

Sven Olson

Robert Morley

Dated , 19

STATE OF IDAHO,

County of Ada

ss.

I hereby certify that this instrument was filed

for record at request of

Garas Dunbar Co

at 24 minutes past 4

o'clock M., this

day

of , A. D. 1937

in my office, and duly recorded in Book 226

of 1800 at page 216

Joseph H. Dunbar

Ex-Officio Recorder

By *Joseph H. Dunbar*

Deputy.

Fees, \$ 1.00

Mail to *Robert Morley*

Robert Morley

Robert Morley

yieldd

STATESMAN PRINTING CO., BOISE, IDAHO

113-A

COMPASS

THIS INDENTURE, Made this 24th day of December

in the year of our Lord one thousand nine hundred and thirty-seven, between

SVEN OLSON, an unmarried man,

of Eagle, County of Ada, State of Idaho

the party of the first part, and

ROBERT MORLEY and RUTH MORLEY, husband and wife,

of Boise, County of Ada, State of Idaho

the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

-----FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS,
lawful money of the United States of America,

to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Ada, State of Idaho, to-wit:

Commencing at the southwest corner of Section Eight (8) Township Four (4) North, Range One (1) East, thence East along the line between Sections Eight (8) and Seventeen (17), same Township, 20 chains, thence South 2.90 chains; thence South 64°15' East 6.40 chains, thence South 88°45' East 5.50 chains, thence South 75°45' East 6.00 chains, thence North 69°45' East 2.00 chains, thence South 62°20' East 1.17 chains, thence North 26.34 chains to a point in the centre of the Valley road, where North and South quarter section line crosses said road in Section Eight (8), Township Four (4) North, Range One (1) East, for place of beginning of the Boundary line; thence North 87°45' West along the centre of the Valley road 9.74 chains: to the real place of beginning; thence continuing North 87°45' West along the centre of the Valley Road 10.28 chains; thence South 22.90 chains; thence South 64°15' East 6.40 chains; thence South 88°45' East 4.51 chains; thence North 25.37 chains to the real place of beginning. Area Twenty-three and 01/100 (23.01) acres, more or less, all situated in Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Eight (8) and Northeast quarter of Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Seventeen (17) Township Four North, Range One East of Boise Meridian; being the same property conveyed to party of the first part in warranty deed recorded in Book 166 of Deeds at Page 161, records of Ada County, Idaho

Together with all water and water rights, including one share of the capital stock of New Dry Creek Ditch Company, represented by certificate No. 330; and subject to assessments in Drainage District No. 2 of the County of Ada and taxes and assessments for the year 1937:

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever, and the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

THIS AGREEMENT, Made and entered into this 23rd day of June, 1937, between SVEN OLSON, an unmarried man, of Eagle, Idaho, party of the first part, and ROBERT MORLEY and RUTH MORLEY, husband and wife, of Boise, Idaho, parties of the second part,

WITNESSETH: That the party of the first part, in consideration of the covenants and agreements on the part of the parties of the second part, hereinafter contained, agrees to sell and convey unto said parties of the second part, and said parties of the second part agree to buy, all that certain parcel of land situated in Ada County, State of Idaho, and particularly described as follows, to-wit:

Commencing at the Southwest Corner of Section Eight (8) in Township Four (4) North of Range One (1) East of the Boise Meridian, in Ada County, State of Idaho, and running along the line between Sections Eight (8) and Seventeen (17) in above named Township and Range to the East 20.00 chains; thence South 2.90 chains; thence South 64° 15' East 6.40 chains; thence South 88° 45' East 5.50 chains; thence South 75° 45' East 6.00 chains; thence North 69° 45' East 2.00 chains; thence South 62° 20' East 1.17 chains; thence North 26.34 chains to a point in the center of the Valley Road where the North and South Quarter Section line of Section Eight (8) in Township Four (4) North of Range One (1) East crosses the Valley Road in Section Eight (8), for a place of beginning of the boundary lines of a certain parcel of land of which all of the West One-Half ($\frac{1}{2}$) is conveyed in this deed, begin at said point running along the center of Valley Road North 87° 45' West 20.02 chains; thence South 22.90 chains; thence South 64° 15' East 6.40 chains; thence South 88° 45' East 5.50 chains; thence South 75° 45' East 6.00 chains; thence North 69° 45' East 2.00 chains; thence South 62° 20' East 1.17 chains; thence North 26.34 chains to the place of beginning, except ditch rights-of-way;

Together with all appurtenances and all water and water rights appurtenant or belonging thereto, including one share of New Dry Creek Ditch Company, represented by certif-

icate No. 330;

and other

Together with all of the wheat/ crops and one-half of the melon crop on said premises; also all fixtures, one team of horses with harness, one hay derrick and fork, carpenter tools and implements and furniture;

for the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS, lawful money of the United States of America, and the parties of the second part, in consideration of the premises, agree to pay said party of the first part the sum of \$4,500.00 as follows, to-wit:

\$100.00 in cash at the time of the execution of this contract, the receipt of which is hereby acknowledged by the party of the first part;

\$1,400.00 on or before July 5, 1937;

\$500.00 on or before July 1, 1938 and \$500.00 on or before the first day of July of each year thereafter until the entire balance, together with interest thereon at the rate of six (6%) per cent per annum has been paid;

Interest is to be computed and paid annually and is to be first deducted from the annual payment of \$500.00 and the balance is to be applied on the principal;

Parties of the second part shall have the privilege of paying any larger sum or sums than herein provided at any time during the life of this contract, and upon such payments being made, interest thereon shall cease;

It is agreed that the party of the first part will pay all taxes and assessments levied against said

SEEN OF POLICE AND PERSONS: ONE DAY GATHERING THE LOST
OF THE MEYER CROP ON THE BLANKET: THIS IS THE LIXHOLE: ONE
JOSEPH AND THE CITY OF THE MEYER CROP AND THE LIXHOLE
TODAY NO. 220: AND OTHER

property up to the first day of January, 1937, and the parties of the second part will pay all taxes and assessments for the year 1937, including last half of the water assessment for 1937, and all taxes and assessments thereafter;

It is understood that the dwelling house on said premises is now insured in the sum of \$1,800.00 and that the party of the first part will cause a contract of sale clause in favor of the parties of the second part to be attached to said insurance policy and that parties of the second part will pay all premiums or assessments that may hereafter become payable on said policy, and that said second parties will keep said dwelling house insured in the sum of not less than \$1,800.00 and will keep the garage on said premises insured in the sum of not less than \$200.00 during the continuance of this contract, and that the insurance policies shall be written in the name of the party of the first part, but shall have attached thereto a contract clause in favor of the parties of the second part;

It is further agreed that the parties of the second part shall have all of the rights of the party of the first part as lessor of a portion of said premises to Ross Riley and shall have the right to receive the rents therefor for the year 1937, consisting of one-half of the melon crop;

Party of the first part agrees to furnish parties of the second part an abstract of title to said premises brought down to date within ten days from the execution of this contract, said abstract showing good and merchantable

title to said premises in party of the first part, free and clear of all liens except taxes and assessments for the year 1937, ^{and} ~~excepting~~ assessments in Drainage District No. 2 of the County of Ada; and parties of the second part shall have ten days thereafter in which to examine said abstract and to notify first party in writing of any objections thereto, and in the event of such objections being made, party of the first part shall have a reasonable time thereafter in which to correct said abstract;

Party of the first part agrees that at the time of making this contract, he will execute a warranty deed of said premises to said parties of the second part, free and clear of all encumbrances, except assessments in Drainage District No. 2 of the County of Ada and taxes and assessments for the year 1937; and that said deed, together with this original contract, the policies of insurance and the abstract of title, shall be placed in escrow in the First Security Bank of Idaho at Boise, Idaho, and that said bank is hereby authorized to deliver said deed, abstract of title and insurance policies to the parties of the second part upon payment by said parties of the second part of the balance of \$3,000.00 of the purchase price, together with interest as herein provided;

Time is of the essence of this agreement and in the event of a failure on the part of the parties of the second part to comply with the terms hereof, or to make any of the payments of principal or interest as herein provided, or to pay any of the taxes or assessments against said property before the same shall become delinquent, or to pay the insurance premiums when they become due, the party of the first

part shall have the option of being released from all obligation in law or equity to convey said property and the party of the first part shall be entitled to the return of said escrow papers from said bank, and parties of the second part shall forfeit all moneys paid on this contract, said moneys to be retained by party of the first part as liquidated damages and rental for said premises; provided, however, that before any forfeiture shall be had, the first party shall give the second parties a notice in writing, setting forth wherein default has been made and that if the contract is not complied with within thirty (30) days thereafter, it will be forfeited, and such notice may be given by mailing same to the parties of the second part at said premises;

IT IS UNDERSTOOD That the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties;

IN WITNESS WHEREOF, The said parties to these presents have hereunto set their hands and seals the day and year first above written.

Sven Olson (SEAL)
Party of the First Part.

Robert Morley (SEAL)
Pat Morley (SEAL)
Parties of the Second Part.

Memo

To: Craig
From: Darwin Vander Stelt

RE: 63-5048

Raymond Morley
1163 State Street
Eagle ID 83616

Documents prepared:

no. pages	Item
2	Pictures
1	Drawing(s)
1	Adjudication Field Report
1	Map showing POD & POU
1	Affidavit(s)

I visited with Ray Morley, and met him at the farm where he described what they used to do. Apparently they have a ditch water right in the Dry Creek ditch company, and used to supplement with the water in the slough. A gasoline engine powered pump was set on the bank of the slough and water pumped up to a head ditch on the north side of the pasture, and another on the ridge between the slough and the river. The new Hwy 44 bypass has taken everything south of the slough and no-one has used the slough for irrigation for some time. There was no power pole or any sort of installed diversion so I wrote down the co-ordinates but did not tag anything.

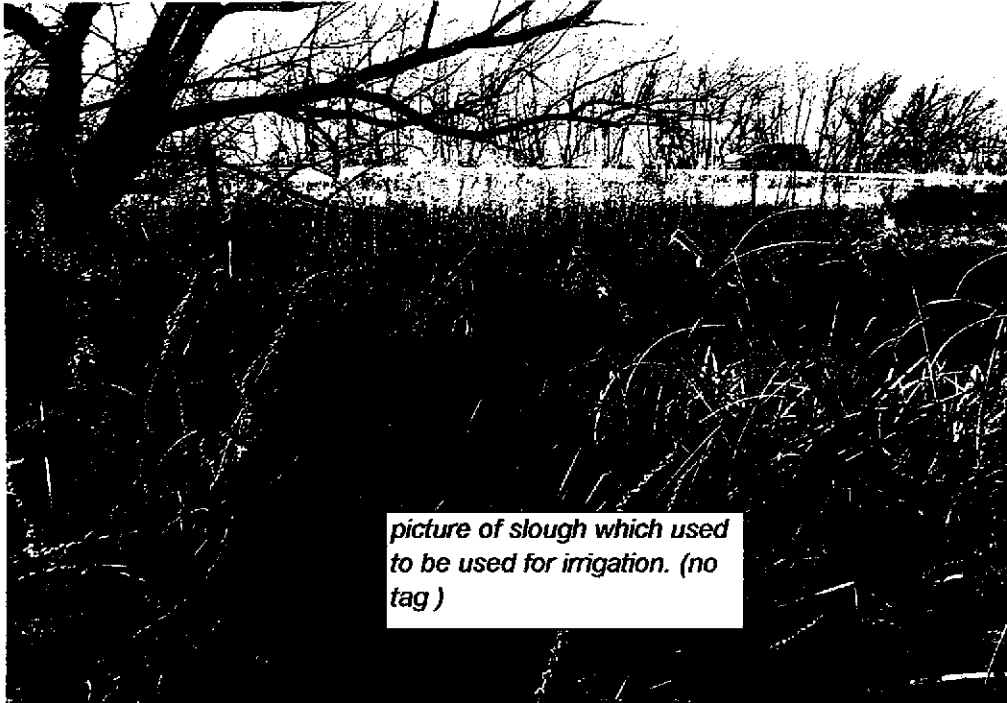
Pertinent Info:

Adjudication claim #	63-5048
Name:	Raymond Morley 1163 State Street Eagle ID 83616
POD Coordinates:	0309365
USR	0290664
Well Tag(s)	0
Date Visited:	12/9/2003
Date Office write-up:	12/13/2003

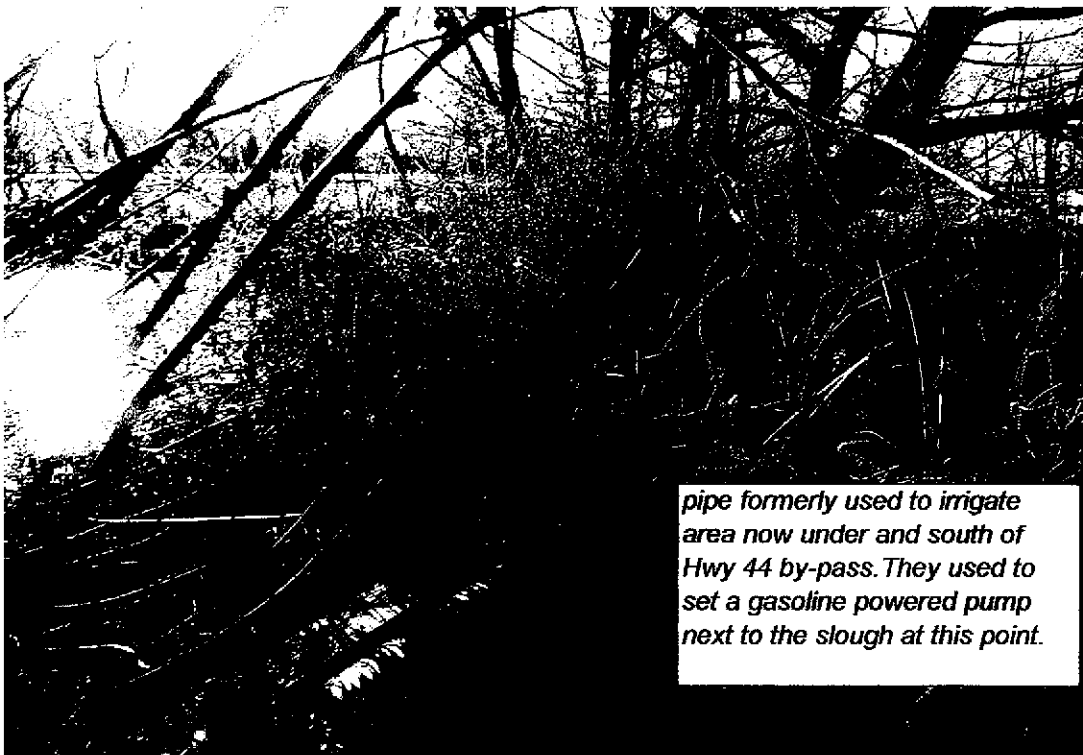
Digital Photos

Date photographed

12/9/2003



picture of slough which used
to be used for irrigation. (no
tag)



pipe formerly used to irrigate
area now under and south of
Hwy 44 by-pass. They used to
set a gasoline powered pump
next to the slough at this point.

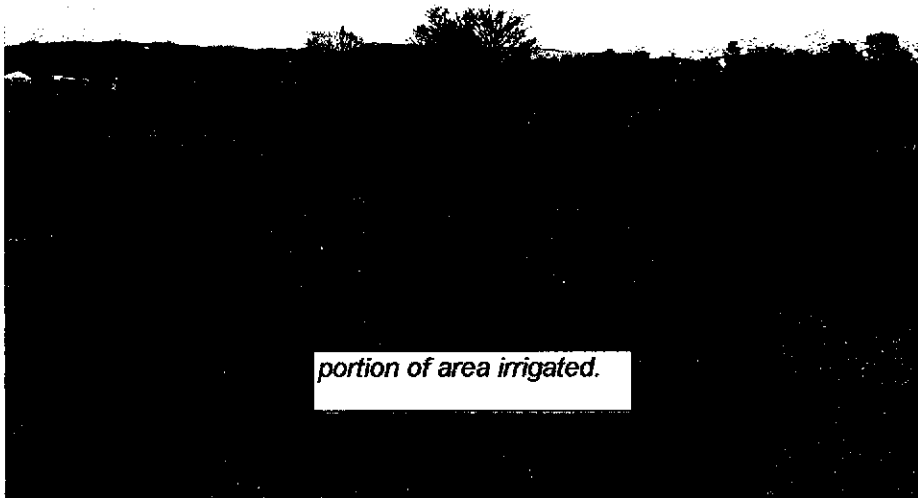
to
su.

63-5048			
Raymond Morley	location of point of diversion:		
1163 State Street	USR	0309365	
Eagle ID 83616		0290664	

Digital Photos

Date photographed

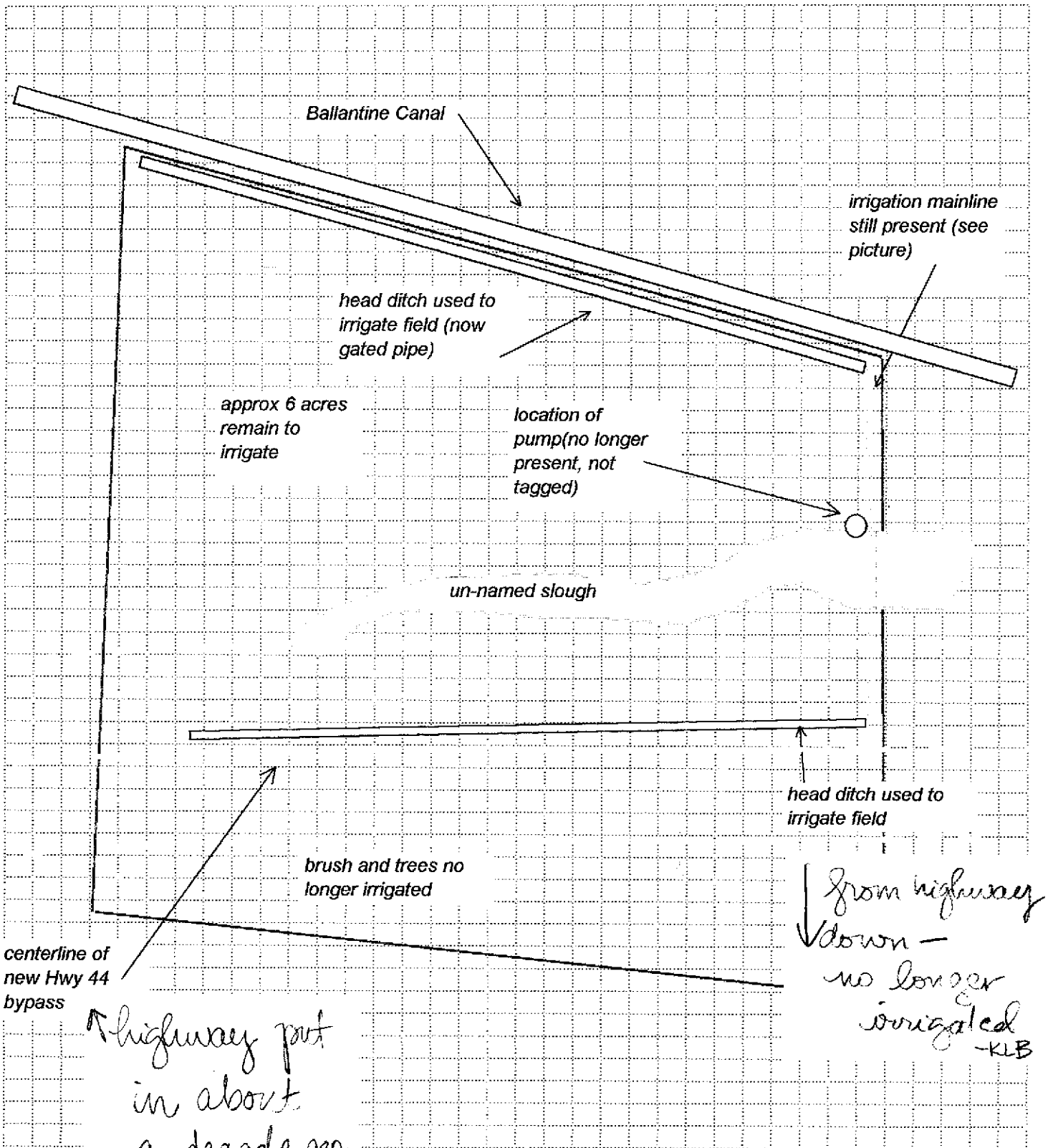
12/9/2003



63-5048			
Raymond Morley	location of point of diversion:		
1163 State Street	USR	0309365	
Eagle ID 83616		0290664	

Prepared by
Darwin Vander Stelt

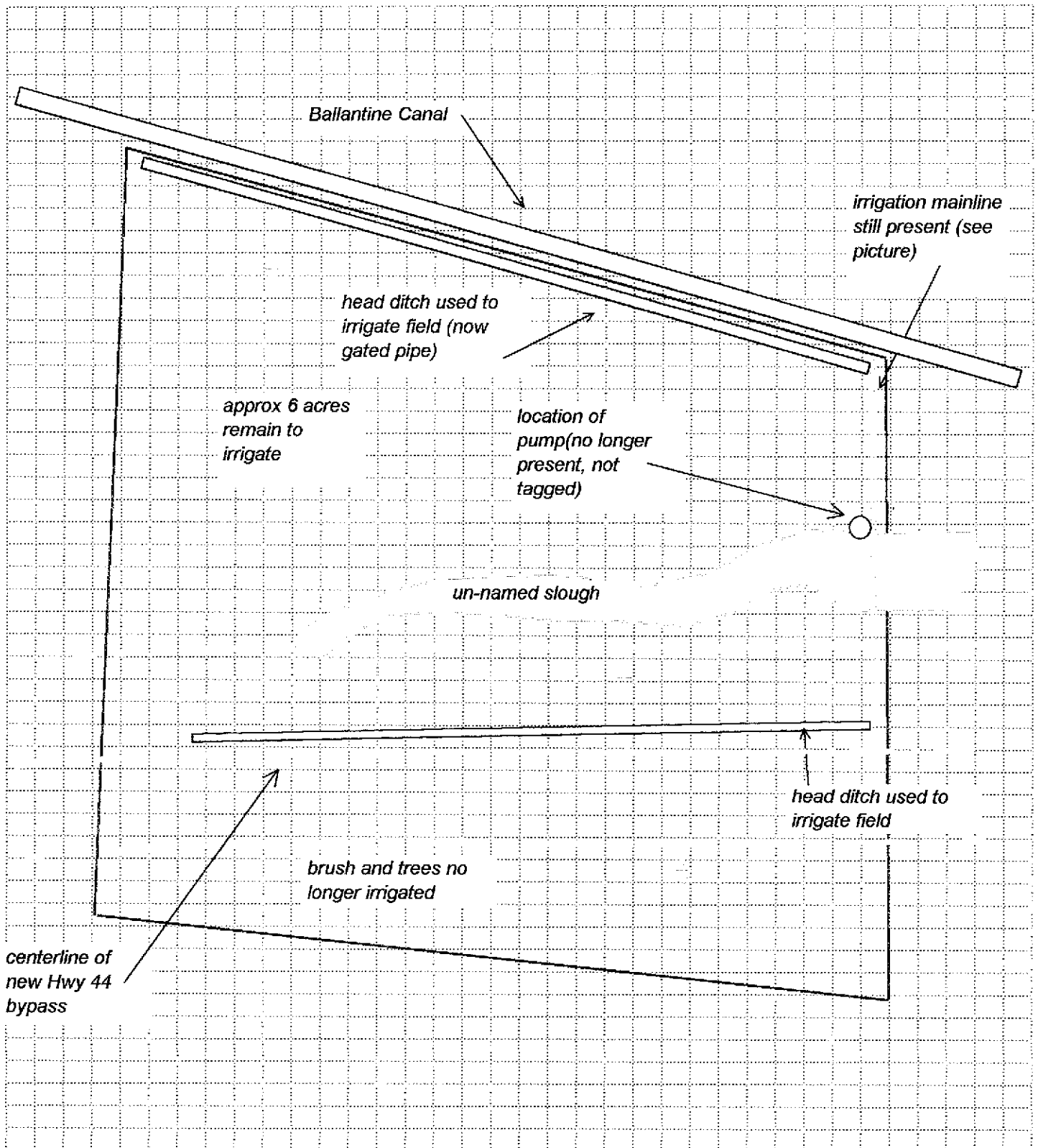
Drawing of diversion layout



63-50 (1975-ish) - KLB	ordinates:
Raymond money	USK 0309365
1163 State Street	0290664
Eagle ID 83616	not drawn to scale



Drawing of diversion layout



63-5048	POD Coordinates:	
Raymond Morley	USR	0309365
1163 State Street		0290664
Eagle ID 83616	not drawn to scale	



Prepared by
Darwin Vander Steit

Idaho Department of Water Resources

Claim Number: 63-05048

Legal: T4N, R1E, S8, 17

Reviewed By:

1987 Napp Photo

⊙ Point of Diversion

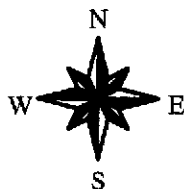
□ Place of Use

□ Section Lines

□ Quarter Quarter Lines



0 0.25 0.5 Miles

A horizontal scale bar with three segments. The first segment is labeled '0', the second '0.25', and the third '0.5 Miles'.

Area irrigated = A small square box filled with diagonal hatching lines, representing irrigated area.

p. 5

Affidavit

Identification Number 63-5048
Name: Raymond L. Morley
Address: 1025 Park Lane
City Eagle State Idaho Zip 83616
Phone: 208-939-8137

I am X am not the current owner of the property associated with this claim.

If not the current owner of the property, I owned the property from Jan 1991 (date)
to April 2003 (date).

Verification of the Priority Date: I have knowledge of the priority date because

My uncle purchased this property from
 Sven Olson in 1937, started irrigating from the
slough at that time using a small gasoline
engine to lift the water.

Verification of the Place of Use: I have shaded the area I irrigated with this water right on the
attached aerial photo.

Verification of other uses: I also used water for _____

To my knowledge, the facts presented above are true.

Raymond L. Morley (date) 12-9-03

(date) _____

12/13/2003

Field Exam Date

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☐ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☐ Check fees paid
- ☐ Well logs (if needed)
- ☐ Copy of topo or NAPP
- ☐ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☐ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is complete

Claim No(s) 63-5048

Owner: Raymond Morley Phone No. 939-8137

Current Address: 1163 State Street Eagle ID 83616

- ☒ No change NAME IS THE SAME
- ☐ NEW OWNER
- ☒ No change Address
- ☐ NEW ADDRESS
- ☐ How long owned property?

Accompanied by: Past Owner

PRIORITY DATE

- ☐ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☒ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: 1937 See affidavit from Raymond Morley

(If priority date, based on your exam, seems questionable, explain below.)

Source: Groundwater Tributary to _____

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: _____

POINT OF DIVERSION

- ☒ No change
- ☐ POD found is different than claimed: _____
- ☐ If different, when did POD change? _____

DIVERSION AND DELIVERY SYSTEM

Points of Diversion

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination	
									GPS ID	
			SE	SW	8	04N	01E	Ada	0	0309365
										0290664

Description of diverting works

A gasoline engine powered pump was set on the bank of the slough and water pumped up to a head ditch on the north side of the pasture. No part of the diversion system remains but the slough does have a sizeable pool of water available. Mr. Morley had no information regarding the size of the pump.

OVERLAP REVIEW

Other water rights with the same point of diversion: _____

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

NA

WATER USES☒ No change☐ Different Uses

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME -- Groundwater only☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA☐ Changes found, the new total is, Amount _____ CFS _____ AFA☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)**NON-IRRIGATION USES:**☒ No change☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:☒ No Change☐ Changes shown below:

The Hwy 44 bypass removed everything in section 17 and possibly 2 acres of section 8 from irrigation.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☒ Photographs of POD's and POU
- ☒ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED:

12/9/2003

FIELD EXAMINER:

Darwin Vandestell

D.J.

RECEIVED

DEC 18 2003

WATER RESOURCES
WESTERN REGION

Kimberly
rec'd. 12.18.03

#63-5048

Dry Creek Ditch Comp.

Current owners -

Raymond & ~~Roger~~ Morley

1025 Park Lane

Eagle, ID 83616

→ #939-8137

- Verify source
 - verify diversion rate - 1.0 cfs
 - verify place of use - 12 acres #map
(refer to 1987 NAPP photo - attached)
 - # point of diversion on NAPP photo #map
- (*) I just sent Evidence of Priority & Change In Ownership letters to Raymond, so he may have questions regarding them.

David Buich Current owner
Toyota 9:00AM Raymond Morley 12/18/03

CONVERSATION MEMORANDUM

RE: Snake River Basin Adjudication Water Right Nos. A63-5048

November 25, 2003

Raymond Morley (#939-8137), who inherited this property from his uncle – Robert Morley, called in response to the letter I recently sent. Raymond Morley (Mr. Morley) informed me that the new owner of the property is now David Buich (#939-1788). While I had Mr. Morley on the line, I engaged him in further conversation and verified that New Dry Creek water is used to supplement this right. During our conversation, Mr. Morley said that the drain portion of the slough, meaning the pipe that once passed under the Hwy. 44 bypass, is now gone. Mr. Morley also mentioned that his Uncle Raymond passed away in 1990.

December 1, 2003

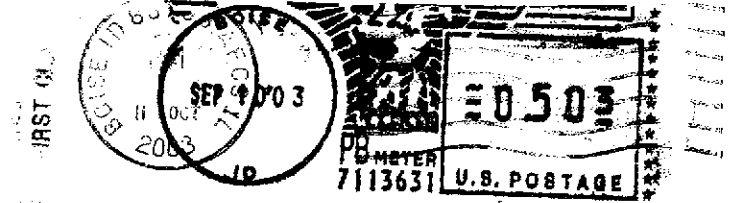
I left a message on Mr. Buich's answering machine to return my call. Mr. Buich returned my call later. I informed him that if he is the current owner, that he should fill out a Change in Ownership form. Mr. Buich said that he would prefer going onto our public website to fill out the required form and then he would fax it to me.

Kimberly Brown
Senior Water Resource Agent
Western Region

Dave Buich - # 866-0594

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

RETURN SERVICE
REQUESTED



RECEIVED

OCT 21 2003

WATER RESOURCES
WESTERN REGION

4N1E
(Rous)

Return to
Sender

63-5048

ROBERT W. MORLEY
1163 W. STATE ST.
EAGLE, ID 83616

EAGLE, ID 83616

1163 W. STATE ST.

11.6.03

200 2 Tax Lot Information -

Raymond & Roger Morley
1025 Park Ln.
Eagle, ID 83616

#939-8137

Parcel # 805083466₂₇

Present
Ev. of Priority &
Change in Owner. letter to this
address →
-KLB

November 7, 2003

RAYMOND & ROGER MORLEY
1025 PARK LN.
EAGLE, ID 83616

RE: Snake River Basin Adjudication Water Right Number A63-05048

Dear Mr. Raymond and Roger Morley,

According to 2002 Ada County Tax Lot information, you are the current owners of the property located at 1025 Park Lane, Eagle. If this information is correct, you will need to fill out the enclosed Change In Water Right Ownership form and return it to the Western Region office with the necessary documents.

If you have any questions, please contact our office.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

November 7, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

RAYMOND & ROGER MORLEY
1025 PARK LN.
EAGLE, ID 83616

RE: EVIDENCE OF PRIORITY
Snake River Basin Claim No(s): A63-05048

Dear Claimant(s),

In the past, Robert W. Morley submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated print-out of the claim(s) for your reference only, it is not necessary to return this print-out or re-file it. Mr. Morley indicated, when this claim was filed, that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date.**"

If no evidence of your priority date is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

The required evidence supporting the priority date(s) requested needs to be submitted by December 4, 2003. Please let me know if you may not be able to submit proof of priority or have any questions not covered by this letter and the enclosed pamphlet, by the date indicated above.



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

In addition, since it is our goal to decree the historical water rights within the Snake River Basin as accurately as possible, field exams are now being conducted by Department water resource agents to verify claims in this area. Therefore, either Mr. Bryce Scholer or Mr. Darwin Van Der Steldt will be contacting you within the next few weeks to schedule a field exam.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Kimberly L. Brown".

Kimberly L. Brown
Water Resource Agent
Adjudication Bureau

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim A63-05048



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

September 8, 2003

ROBERT W. MORLEY
1163 W. STATE ST.
EAGLE, ID 83616

RE: EVIDENCE OF PRIORITY
Snake River Basin Claim No(s): A63-05048

Dear Claimant(s),

In the past, you submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated print-out of the claim(s) for your reference only, it is not necessary to return this print-out or re-file it. You indicated, when this claim was filed, that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

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If no evidence of your priority date is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

The required evidence supporting the priority date(s) requested needs to be submitted by October 6, 2003. Please let me know if you may not be able to submit proof of priority or have any questions not covered by this letter and the enclosed pamphlet, by the date indicated above.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

In addition, since it is our goal to decree the historical water rights within the Snake River Basin as accurately as possible, field exams are now being conducted by Department water resource agents to verify claims in this area. Therefore, either Mr. Bryce Scholer or I will be contacting you within the next few weeks to schedule a field exam.

DIRK KEMPTHORNE

Basin Director

ROBERT DREHER

Director

Respectfully Submitted,

Kimberly L. Brown

Kimberly L. Brown
Water Resource Agent
Adjudication Bureau

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim A63-05048

NOTE: If you no longer own the property upon which this claim was filed, please contact this office immediately. Idaho State law requires that the Department be notified of a change of owner or address on a water right.

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

Return Service Requested

PRESORTED
FIRST CLASS



63-5048

8 fund

ROBERT W MORLEY
1163 W STATE ST
EAGLE ID 83616

UNDELIVERABLE AS ADDRESSED—
RETURN TO SENDER
OR FORWARDING ORDER ON FILE

RECEIVED

JUN 06 2002

WATER RESOURCES
WESTERN REGION

9.8.03 2002 Tax lot information:

nothing listed for 1163 W. State
nothing listed for Robert Morley

11.6.03

Ada County (2002) Tax lot information-

1285 acres

Raymond L. & Roger Morley
1025 Park Ln.
Eagle, ID 83616

Parcel #
S0508346604

WRR100
63-5048

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS PROOF READING REPORT

PAGE 1
20-MQV-1985 13128105

01 WATER RIGHT NUMBER - 63-5048

02 OLD (D) NUMBER -

03001 - MORELY ← LAST NAME
03002 - MORELY ←

04001 - ROBERT ← FIRST NAME
04002 - RUTH V. ←

ORIG. OWNER
05001 - C
05002 - C

06 ADD LINE 1 - 1163 W. STATE ST. ✓

07 ADD LINE 2 -

08 ADD LINE 3 -

09 CITY - EAGLE ✓

10 STATE - ID ✓ 11 ZIP - 83616 ✓

12 STAGE - S STATUTORY CLAIM ✓

13 STATUS -

SOURCE
14001 - UNNAMED SLOUGH ✓

TRIBUTARY OF
15001 - BOISE RIVER ✓

16 DIVERSION MEANS - PUMP & DITCHES

17 COUNTY - 01 ADA

18 DIVERSION CAPACITY - .000

19 TOTAL DIVERSION RATE - 1.000 ✓

20 TOTAL DIVERSION VOLUME - .00

21 WATER DISTRICT -

----- DIVERSION POINTS -----													
TRACT	SEC	TWN	RNG	LOT	RFLG	S T R E A M I N D E X F I E L D S							
22001 -	NENW	23001 - 17	24001 - 04N	25001 - 01E	26001 -	27001 -							
				28001 -	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

29 NON-IRRIGATION USE -

----- PLACE OF USE -----						
USE CODE / USE	TWN	RNG	SEC	TRACT	ACRES	LDT
30001 - 01 IRRIGATION ✓	31001 - 04N	32001 - 01E	33001 - 17	34001 - NENW	35001 - 12	36001 -
						TOTAL ACRES: 12

----- WATER USE -----				
PERIOD FROM	PERIOD TO	USE CODE / USE	DIVERSION RATE	DIVERSION VOLUME
37001 - 0315 ✓	38001 - 1115 ✓	39001 - 01 IRRIGATION ✓	40001 - 1.000	41001 - 0.00

42 DECREE PLAINTIFF NAME -

43 DECREE DEFENDANT NAME -

REMARKS
44001 -

APPROVAL CONDITIONS: 45001 -

46 OTHER RIGHTS FOR SAME USE -

----- D A T E S -----		----- D A T E S -----		----- F L A G S -----	
47 PRIORITY	15-MAR-1937 ✓	55 LICENSE	-	63 TRANSFER/AMENDED	-
48 PROOF DUE	-	56 APPL RECEIVED	-	64 OLE/CAREY ACT	-
49 PROOF MADE	-	57 FIELD EXAM MADE	-	65 FLAG_1	-
50 APPROVE/DENIED	-	58 DECREE	-	66 FLAG_2	-
51 PROTESTED	-	59 START WORK	-	67 FLAG_3	-
52 HEARING	-	60 ORDER SHOW CAUSE	-		
53 VERIFIED	-	61 DATE_1	-		

RECEIVED

JUL 28 1983

Department of Water Resources

To Department of Water Resources of Idaho

Robert W Morley has been using the water from the
slough on his place for irrigation purposes.

Since July 1, 1937 for irrigation & stock water

Signed *Carl Marshall*

Date *July 27-1983*

*Robert W Morley
1163 W State Street
Eagle, Id 83616*

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

Notice is hereby given that

ROBERT & RUTH V. MORELY
(Name of Claimant)

(Name of Claimant

1163 W. STATE ST. EAGLE, ID 83616 Telephone No. 939-6632

(Mailing Address)

(Zip Code: _____)

Telephone No. 939-6632

(1) Date of priority: (When was the water first applied to a beneficial use) 1937

(2) Describe the source of water: {Name of stream, lake, spring, etc., or ground water}

Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
INN. SLOUGH tributary to BOISE RIVER

(cfs. af)

(Domestic, Irrigation, Stock, Etc.)

(Both dates inclusive)
(Mo., Day) (Mo., Day)

Quantity 1.0 CFS Use IRRIGATION Period of Use From 3/15 To 11/15

Quantity _____ Use _____ Period of Use From _____ To _____

Quantity	Use	Period of Use From	To
----------	-----	--------------------	----

Quantity	Use	Period of Use From	To

Quantity	Use	Period of Use From	To

- (4) 10 CFS TOTAL QUANTITY USED.
(cfs. af)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)

NE ¼ NW ¼, Sec. 17 Twp. 4N Rge. 1E B.M., County of ADA

Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. PORTABLE PUMP W/ GRAVITY IRRIGATION

[illegible]

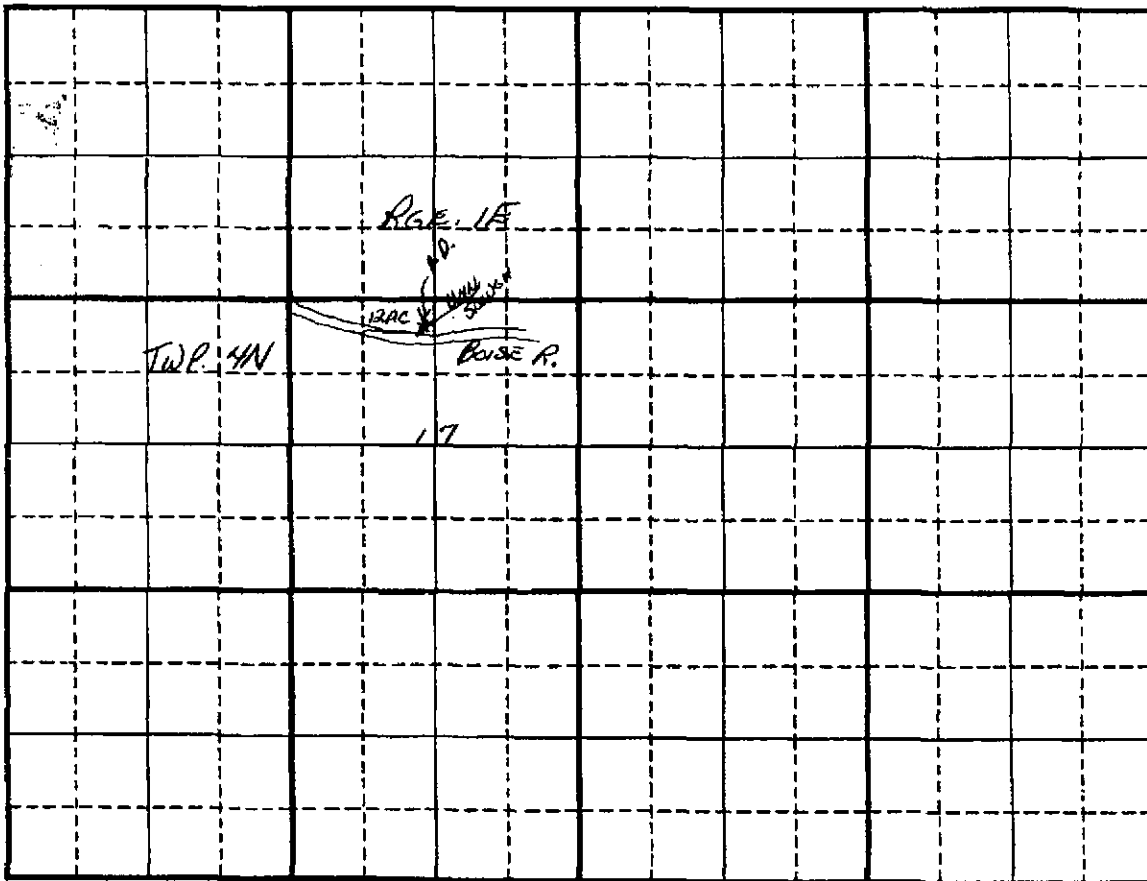
No. of acres 102

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered:

- (7) If you are claiming water as a member of an organization, list name of organization:

(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Ada) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 12 day of May, 1983.
Robert W. Morley
(Claimant)

Jane M. Northway
Notary Public
Residing at Boise

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by JS Date 5/12/83 Exception filed by: _____ Date _____
Prelim. check by GLS Date 5/22/83
\$30.00 fee received by JS Date 5/18/83 #28827 Forwarded to claimant by: _____ Date _____
Published in Idaho Statesman
Dates 6/30 & 7/1/83

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 63-5048
Date Received: 6/1/1989
Receipt No: W003079
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

EAGLE CHURCH OF THE NAZARENE Phone: (208) 939-0661
1001 W STATE ST
EAGLE ID USA 83616

2. Date of Priority: 03/15/1937

3. Source: UNNAMED SLOUGH Trib. to: BOISE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	01E	8	SE SW	ADA	

5. Description of diverting works:

PUMP & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	1	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	01E	8	SE	SW	IRRIGATION	8
					Section Acres	8
04N	01E	17	NE	NW	IRRIGATION	4
					Section Acres	4
					Total Acres	12

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

14. Remarks:

CHANGE IN POU AND POD FROM STATUTORY CLAIM.

CHANGE IN OWNERSHIP LG 9/22/05

15. Basis of Claim: Statutory Claim

RECEIVED

5/25/05

MAY 26 2005

WATER RESOURCES
WESTERN REGION

Liberty,

- This is plot plan of Eagle Nebelone Church.
- Is this what you requested and need?
- If you have question contact
John Oard
939-0661

Thanks,

John Oard

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

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
63-5048					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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**.

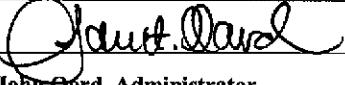
3. Name and Address of Former Owner/Claimant(s) David A. Buich and Karen L. Buich
1025 Park Lane, Eagle, Idaho 83616
4. New Owner/Claimant(s) Eagle Church of the Nazarene
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
1001 W. State Street
 New Mailing Address
Eagle, Idaho 83616
 City, State and ZIP Code
 New Telephone Number (208) 939-0661
5. Date you acquired the property May 28, 2004

John Oord

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 _____		
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	_____	_____

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) 
(include title if applicable) John Oord, Administrator

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 KB Date 8/23/04 Fee 0 (Adj.)
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

① 86



Order No.: A0429160

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/07/04 04:58 PM
DEPUTY Bonnie Oberbiller
RECORDED - REQUEST OF
Title One
AMOUNT 15.00



5

WARRANTY DEED**FOR VALUE RECEIVED,**

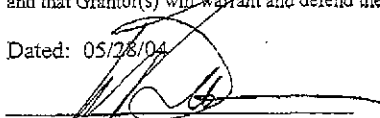
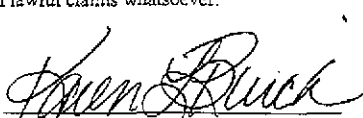
DAVID A. BUICH AND KAREN L. BUICH, HUSBAND & WIFE
The Grantor(s), do(es) hereby grant, bargain sell and convey unto
CHURCH OF THE NAZARENE OF EAGLE, IDAHO
whose current address is 1001 W. STATE ST. EAGLE, ID 83616

the Grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

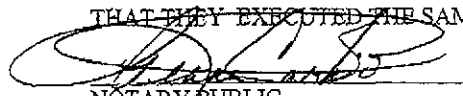
Dated: 05/28/04


DAVID A. BUICH
KAREN L. BUICH

STATE OF IDAHO

COUNTY OF ADA

ON THIS 7th OF June, 2004, BEFORE ME, THE UNDERSIGNED, A
NOTARY PUBLIC PERSONALLY APPEARED, DAVID A. BUICH, KAREN L.
BUICH, KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME
THAT THEY EXECUTED THE SAME.


NOTARY PUBLICRESIDING AT: MeridianMY COMMISSION EXPIRES: 11/05/04

(SEAL)



EXHIBIT "A"**PARCEL A**

A portion of the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 1 East, and the Northeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 8, Township 4 North, Range 1 East; thence East along the line between Sections 8 and 17, same Township, 20 chains; thence ¹³²⁰

South 2.90 chains; thence ^{191.40}

South 64 degrees 15' East 6.40 chains; thence ^{422.40}

South 88 degrees 45' East 5.50 chains; thence ³⁶³

South 75 degrees 45' East 6.00 chains; thence ³⁹⁶

North 69 degrees 45' East 2.00 chains; thence ¹³²

South 62 degrees 20' East 1.17 chains; thence ^{77.22}

^{1738.4} North 26.34 chains to a point in the center of the Valley Road, where North and South Quarter section line crosses said road in Section 8, Township 4 North, Range 1 East, for place of beginning of the boundary line; thence

North 87 degrees 45' West along the center of the Valley Road, 9.74 chains; to the REAL PLACE OF BEGINNING; thence continuing ^{642.84}

North 87 degrees 45' West along the center of the Valley Road 10.28 chains; thence ^{678.48}

South 22.90 chains; thence ^{1511.40}

South 64 degrees 15' East 6.40 chains; thence ^{422.40}

South 88 degrees 45' East 4.51 chains; thence ^{297.66}

^{1674.42} North 25.37 feet to the REAL PLACE OF BEGINNING, being the same property in Warranty Deed recorded in Book 166 of Deeds at Page 161, records of Ada County, Idaho.

EXCEPT

Ditch and road right of ways.

AND EXCEPT

That portion conveyed to the State of Idaho for State Highway No. 44 by an Instrument recorded September 6, 1956 as Instrument No. 399984 in Book 420 of Deeds at Page 150 of official records.

ALSO EXCEPTING THEREFROM

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8; thence

South 0 degrees 05'00" West, a distance of 68.39 feet to the center of Highway 44; thence

North 87 degrees 30'00" West, along the center of said Highway 44, a distance of 658.02 feet, (formerly called out in Warranty Deed, Instrument No. 181624, Book 226 of Deeds at Pg. 216, dated December 24, 1937, recorded in Ada County Recorder's Office as 87 degrees 45' East, along the center of Valley Road, 9.74 chains), (642.84 feet); thence

South 2 degrees 02'00" East, a distance of 60.00 feet to a point on the South right-of-way of said Highway 44 and the North end of a line fence called out in the Warranty Deed Instrument No. 835585, recorded in Ada County Recorder's Office; thence

North 87 degrees 31'30" West, for 395.77 feet to a point on the South right-of-way of said Highway 44 to be

Exhibit "A"

Legal Description

1 chain = 66 ft

known as Point A; thence
South 0 degrees 50'20" West, for 591.45 feet to a half inch iron pin being the REAL POINT OF BEGINNING;
thence continuing
South 0 degrees 50'20" West, for 210.00 feet to a point in Ballantyne Canal; thence along the canal
North 77 degrees 33'5" West, for 88.19 feet; thence
North 1 degree 44' East, for 197.02 feet to a half inch iron pin; thence
South 85 degrees 55' East, for 83.45 feet to the REAL POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8; thence
South 0 degrees 05'00" West a distance of 68.39 feet to the center of Highway 44; thence
North 87 degrees 30'00" West along the center of said Highway 44 a distance of 658.02 feet, formerly called out in Warranty Deed, Instrument No. 181624, Book 226 of Deeds at Pg. 216, dated December 24, 1937, recorded in Ada County Recorder's Office as 87 degrees 45' East along the center of Valley Road, 9.74 chains, 642.84 feet; thence
South 2 degrees 02'00" East a distance of 60.00 feet to a point on the South right-of-way of said Highway 44 and the North end of a line fence called out in Warranty Deed, Instrument No. 835585, recorded in Ada County Recorder's Office, being the REAL POINT OF BEGINNING; thence
South 2 degrees 02' East along said line fence, (the accepted property line), a distance of 364.15 feet; thence
South a distance of 512.98 feet to the center of Ballantyne Canal; thence along the center of Ballantyne Canal
North 77 degrees 33'50" West for a distance of 430.15 feet; thence
North 0 degrees 50'20" East a distance of 801.45 feet to the said South right-of-way line of Highway 44; thence
South 87 degrees 31'30" East on a chord a distance of 395.77 feet along the arc of said South right-of-way of Highway 44 to the REAL POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8; thence
South 0 degrees 05'00" West, a distance of 68.39 feet to the center of Highway 44; thence
North 87 degrees 30'00" West, along the center of said Highway 44, a distance of 658.02 feet, (formerly called out in Warranty Deed Book 226, Page 216, Instrument No. 181624, dated December 24, 1937, recorded in Ada County Recorder's Office on January 12, 1938 as 87 degrees 45' East, along the center of Valley Road, 9.74 chains), (642.84 feet); thence South 2 degrees 02'00" East, a distance of 60.00 feet to a point on the South right-of-way of said Highway 44 and the North end of line fence called out in a Warranty Deed, Instrument No. 835585, recorded in Ada County Recorder's Office; thence
South 2 degrees 02' East, along said fence, (the accepted property line), a distance of 364.15 feet, being the REAL POINT OF BEGINNING; thence
South a distance of 512.98 feet to the center of Ballantyne Canal; thence
South 77 degrees 33'50" East, a distance of 18.80 feet; thence
North 2 degrees 02' West, a distance of 517.36 feet to the REAL POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM

A parcel of land being on both sides of the centerline of State Highway No. 44 (Eagle Alternate Route), Project

Exhibit "A"

Legal Description

No. F-3271(033) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of the South Half of the Southeast Quarter of the Southwest Quarter of Section 8 and the North Half of the Northeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian, described as follows, to-wit:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian; thence
South 1 degree 25'56" West along the West line of said Northeast Quarter of the Northwest Quarter a distance of 90.0 feet, more or less, to a point in a line parallel with and 90.0 feet Southerly from the centerline of said State Highway No. 44 (Eagle Alternate Route), Project No. F-3271(033) Highway Survey and radially from Station 880+88.84 of said Highway Survey; thence along said parallel line as follows:
Easterly along a 2381.83 foot radius curve left (the long chord of which bears North 89 degrees 17'27" East - 189.55 feet) an arc length of 189.60 feet to a point opposite Station 882+71.27 of said Highway Survey;
North 87 degrees 00'37" East - 557.22 feet to a point in the West line of the tract of land as conveyed by that certain Quitclaim Deed dated January 11, 1989, recorded February 8, 1989 as Instrument No. 8905832, records of Ada County, Idaho, and opposite Station 887+28.49 of said Highway Survey; thence
North 1 degree 01'19" West (shown of record as North 2 degrees 02'00" West) along said West line 160.09 feet to a point in a line parallel with and 70.0 feet Northerly from the centerline and bears
North 2 degrees 59'23" West from Station 888+33.99 of said Highway Survey; thence along said last parallel line as follows:
South 87 degrees 00'37" West - 562.71 feet to a point opposite Station 882+71.27 of said Highway Survey;
Southwesterly along a 2221.83 foot radius curve right (the long chord of which bears South 89 degrees 17'44" West - 177.20 feet) an arc length of 177.25 feet to a point in the West line of the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, and opposite Station 880+88.44 of said Highway Survey; thence
South 1 degree 25'56" West along said West line 70.0 feet, more or less, to the PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM

Part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 1 East of the Boise Meridian, City of Eagle, Ada County, Idaho described as:

Commencing at the South Quarter corner of Section 8, Township 4 North, Range 1 East of the Boise Meridian, City of Eagle, Ada County, Idaho and running thence
North 89°45'48" West 1363.11 feet along the South line of said Section; thence
North 1°22'05" East 69.62 feet to the Southeast corner of Sierra Subdivision and to the North right-of-way line of State Highway 44 (said point being the Point of Beginning); thence
North 1°22'05" East 490.46 feet along the East line of said subdivision; thence
South 75°17'39" East 751.65 feet; thence
South 1°09'40" East 267.95 feet to a point on the North right-of-way of State Highway 44; thence
South 87°00'54" West 566.26 feet along said North right-of-way to a point of curve; thence
Westerly 178.73 feet along said curve to the right (Curve data: Radius = 2221.83', Delta = 4°36'32", Chord Bearing and Distance = South 89°19'11" West 178.68 feet) to the POINT OF BEGINNING.

PARCEL B

A tract of land situated in the Southeast Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center Quarter line of said Section 8; thence
South 0°05'00" West, a distance of 68.39 feet to the center of Highway 44; thence
North 87°30'00" West, along the center of said Highway 44, a distance of 658.02 feet (formerly called out in

Exhibit "A"

Legal Description

Warranty Deed No. 226, Instrument No. 181624, dated December 24, 1937, recorded in Ada County Recorder's Office as 87°45' East, along the center of Valley Road, 9.74 chains), (642.84 feet); thence South 2°02'00" East, a distance of 60.00 feet to a point on the South right-of-way of said Highway 44 and the North end of a line fence called out in the Warranty Deed, Instrument No. 835585, recorded in Ada County Recorder's Office; thence North 87°31'30" West, for 395.77 feet to a point on the South right-of-way of said Highway 44, to be known as Point A; thence South 0°50'20" West, for 591.45 feet to a 1/2 inch iron pin being the REAL POINT OF BEGINNING; thence continuing South 0°50'20" West, for 210.00 feet to a point in Ballantine Canal; thence along the canal North 77°33'50" West, for 88.19 feet; thence North 1°44' East, for 197.02 feet to a 1/2 inch iron pin; thence South 85°55' East, for 83.45 feet to the REAL POINT OF BEGINNING.

PARCEL C

A 20 foot non-exclusive permanent easement for ingress and egress, as created by that Warranty Deed recorded June 8, 1976 as Instrument No. 7621848, Records of Ada County, Idaho, said easement lying West of and running parallel to the following described line:

Beginning at the South sixteenth corner of the center Quarter line of said Section 8; thence South 0°05'00" West, a distance of 68.39 feet to the center of Highway 44; thence North 87°30'00" West, along the center of said Highway 44, a distance of 658.02 feet (formerly called out in Warranty Deed No. 226, Instrument No. 181624, dated December 24, 1937, recorded in Ada County Recorder's Office as 87°45' East, along the center of Valley Road, 9.74 chains), (642.84 feet); thence South 2°02'00" East, a distance of 60.00 feet to a point on the South right-of-way of said Highway 44 and the North end of a line fence called out in the Warranty Deed, Instrument No. 835585, recorded in Ada County Recorder's Office; thence North 87°31'30" West, for 395.77 feet to a point on the South right-of-way of said Highway 44, to be known as Point A, said point being the beginning of the said East line of the subject 20 foot ingress and egress easement; thence South 0°50'20" West, for 591.45 feet to a 1/2 inch iron pin, said pin being the termination of the said East line of the subject 20 foot ingress and egress easement.

Exhibit "A"

Legal Description

728078/DM



A Pioneer Company
PIONEER TITLE COMPANY
 OF ADA COUNTY
 8151 W. Rifleman Ave. / Boise, Idaho 83704
 (208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO
 BOISE IDAHO 04/11/03 04:12 PM
 DEPUTY Bonnie Oberbiller
 RECORDED - REQUEST OF
 Pioneer
 AMOUNT 12.00



WARRANTY DEED

For Value Received

Raymond L. Morley and ~~Christine Morley~~ husband and wife and W.
a married man andW. Roger Morley and ~~Rosemary Morley~~ husband and wife
a married man

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

David A. Buich and Karen L. Buich, husband and wife

hereinafter referred to as Grantee, whose current address is 1163 W. State Street, Eagle, ID 83616
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: April 2, 2003

Raymond L. Morley

W. Roger Morley

STATE OF IDAHO, County of ADA, ss.

On this 7th day of April, in the year of 2003, before me the undersigned, notary public personally appeared W. Roger Morley and ~~Rosemary Morley~~ known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public State of Arizona
 Maricopa County
 Liana F. Sinclair
 Expires October 24, 2003

Notary Public of Arizona
 Residing at 7263 E. Desert Honeyuckle
 Commission expires 10/24/03

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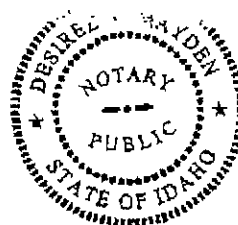
ACKNOWLEDGMENT - Individual

STATE OF IDAHO, County of ADA, ss.

On this 10th day of April, in the year of 2003, before me
Desiree A. Mayden, notary public
personally appeared Raymond I. Morley
known or identified to me to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he executed the same.

Notary Public: Desiree A. MaydenResiding at: Nampa, IdahoMy Commission Expires: 03/09/06

11086



PARCEL A

A portion of the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, and the Northeast quarter of the Northwest quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 8, Township 4 North, Range 1 East,
Thence East along the line between Sections 8 and 17, same Township, 20 chains;
Thence South 2.90 chains;
Thence South 64 degrees 15' East 6.40 chains;
Thence South 88 degrees 45' East 5.50 chains;
Thence South 75 degrees 45' East 6.00 chains;
Thence North 69 degrees 45' East 2.00 chains;
Thence South 62 degrees 20' East 1.17 chains;
Thence North 26.34 chains to a point in the center of the Valley Road, where North and South quarter section line crosses said road in Section 8, Township 4 North, Range 1 East, for place of beginning of the boundary line;
Thence North 87 degrees 45' West along the center of the Valley Road, 9.74 chains; (to the real place of beginning);
Thence continuing North 87 degrees 45' West along the center of the Valley Road 10.28 chains;
Thence South 22.90 chains;
Thence South 64 degrees 15' East 6.40 chains;
Thence South 88 degrees 45' East 4.51 chains;
Thence North 25.37 feet to the real place of beginning. Being the same property in Warranty Deed recorded in Book 166 of Deeds at Page 161, records of Ada County, Idaho.

EXCEPT ditch and road right of ways.

AND EXCEPT that portion conveyed to the State of Idaho for State Highway No. 44 by an Instrument recorded September 6, 1956 as Instrument No. 399984 in Book 420 of Deeds at Page 150 of official records.

ALSO EXCEPTING THEREFROM a tract of land situated in the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8;
Thence South 0 degrees 05'00" West, a distance of 68.39 feet to the center of Highway 44;
Thence North 87 degrees 30'00" West, along the center of said Highway 44, a distance of 658.02 feet, (formerly called out in Warranty Deed, Instrument No. 181624, Book 226 of Deeds at Pg. 216, dated December 24, 1937, recorded in Ada County Recorder's Office as 87 degrees 45' East, along the center of Valley Road, 9.74 chains), (642.84 feet);
Thence South 2 degrees 02'00" East, a distance of 60.00 feet to a point on the South right-of-way of said Highway 44 and the North end of a line fence called out in the Warranty Deed Instrument No. 835585, recorded in Ada County Recorder's Office;
Thence North 87 degrees 31'30" West, for 395.77 feet to a point on the South right-of-way of said Highway 44 to be known as Point A;
Thence South 0 degrees 50'20" West, for 591.45 feet to a half inch iron pin being the real point of beginning;
Thence continuing South 0 degrees 50'20" West for 210.00 feet to a point in Ballantyne Canal;
Thence along the canal North 77 degrees 33'50" West, for 88.19 feet;
Thence North 1 degree 44' East, for 197.02 feet to a half inch iron pin;
Thence 85 degrees 55' East, for 83.45 feet to the real point of beginning.

ALSO EXCEPTING THEREFROM a tract of land situated in the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8,
Thence South 0 degrees 05'00" West a distance of 68.39 feet to the center of Highway 44,
Thence North 87 degrees 30'00" West along the center of said Highway 44 a distance of 658.02 feet, formerly called out in Warranty Deed, Instrument No. 181624, Book 226 of Deeds at Pg. 216, dated December 24, 1937, recorded in Ada County Recorder's Office as 87 degrees 45' East along the center of Valley Road, 9.74 chains, 642.84 feet;
Thence South 2 degrees 02'00" East a distance of 60.00 feet to a point on the South right-of-way of said Highway 44 and the North end of a line fence called out in Warranty Deed, Instrument No. 835585, recorded in Ada County Recorder's Office, being the real point of beginning;
Thence south 2 degrees 02' East along said line fence, (the accepted property line), a distance of 364.15 feet;
Thence South a distance of 512.98 feet to the center of Ballantyne Canal;
Thence along the center of Ballantyne Canal North 77 degrees 33'50" West for a distance of 430.15 feet;
Thence North 0 degrees 50'20" East a distance of 801.45 feet to the said South right-of-way line of Highway 44;
Thence South 87 degrees 31'30" East on a chord a distance of 395.77 feet along the arc of said South right-of-way of Highway 44 to the real point of beginning.

ALSO EXCEPTING THEREFROM a tract of land situated in the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8;
 Thence South 0 degrees 05'00" West, a distance of 68.39 feet to the center of Highway 44;
 Thence North 87 degrees 30'00" West, along the center of said Highway 44, a distance of 658.02 feet, (formerly called out in Warranty Deed Book 226, Pg. 216, Instrument No. 181624, dated December 24, 1937, recorded in Ada County Recorder's Office on January 12, 1938 as 87 degrees 45' East, along the center of Valley Road, 9.74 chains), (642.84 feet);
 Thence South 2 degrees 02'00" East, a distance of 60.00 feet to a point on the South right-of-way of said highway 44 and the North end of line fence called out in a Warranty Deed, Instrument No. 835585, recorded in Ada County Recorder's Office;
 Thence South 2 degrees 02' East, along said fence, (the accepted property line), a distance of 364.15 feet, being the real point of beginning;
 Thence South a distance of 512.98 feet to the center of Ballantyne Canal;
 Thence South 77 degrees 33'50" East, a distance of 18.80 feet;
 Thence North 2 degrees 02' West, a distance of 517.36 feet to the real point of beginning;

ALSO EXCEPTING THEREFROM

A parcel of land being on both sides of the centerline of State Highway No. 44 (Eagle Alternate Route), Project No. F-3271(033) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of the South half of the Southeast quarter of the Southwest quarter of Section 8 and the North half of the Northeast quarter of the Northwest quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian, described as follows, to-wit:

Beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian;
 Thence South 1 degree 25'56" West along the West line of said Northeast quarter of the Northwest quarter a distance of 90.0 feet, more or less, to a point in a line parallel with and 90.0 feet Southerly from the centerline of said State Highway No. 44 (Eagle Alternate Route), Project No. F-3271(033) Highway Survey and radially from Station 880+88.84 of said Highway Survey;
 Thence along said parallel line as follows:

Easterly along a 2381.83 foot radius curve left (the long chord of which bears North 89 degrees 17'27" East - 189.55 feet) an arc length of 189.60 feet to a point opposite Station 882+71.27 of said Highway Survey;
 North 87 degrees 00'37" East - 557.22 feet to a point in the West line of the tract of land as conveyed by that certain Quitclaim Deed dated January 11, 1989, recorded February 8, 1989 as Instrument No. 8295332, records of Ada County, Idaho, and opposite Station 887+28.49 of said Highway Survey;
 Thence North 1 degree 01'19" West (shown of record as North 2 degrees 02'00" West) along said West line 160.09 feet to a point in a line parallel with and 70.0 feet Northerly from the centerline and bears North 2 degrees 59'23" West from Station 888+33.99 of said Highway Survey;
 Thence along said last parallel line as follows:
 South 87 degrees 00'37" West - 562.71 feet to a point opposite Station 882+71.27 of said Highway Survey;
 Southwesterly along a 2221.83 foot radius curve right (the long chord of which bears South 89 degrees 17'44" West - 177.20 feet) an arc length of 177.25 feet to a point in the West line of the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, and opposite Station 880+88.44 of said Highway Survey;
 Thence South 1 degree 25'56" West along said West line 70.0 feet, more or less, to the place of beginning.

228078/001



A Pioneer Company
PIONEER TITLE COMPANY
 OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704
 (208) 377-2700

THIS DEED IS BEING RERECORDED TO
 CORRECT THE LEGAL DESCRIPTION.

ADA COUNTY RECORDER J. DAVID NAVARRO
 BOISE IDAHO 04/11/03 04:12 PM
 DEPUTY: Bennie Oberlin
 RECORDED - REQUEST OF
 Pioneer
 AMOUNT 12.00

183068485

WARRANTY DEED

For Value Received

Raymond L. Morley and ~~Christine Morley~~ husband and wife and W.
 a married man and

W. Roger Morley and ~~Rosemary Morley~~ husband and wife
 a married man

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

David A. Buich and Karen L. Buich, husband and wife

hereinafter referred to as Grantee, whose current address is 1163 W. State Street, Eagle, ID 83616
 the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: April 2, 2003

Raymond L. Morley

W. Roger Morley

STATE OF IDAHO. County of ADA, ss.

On this 7th day of April, in the year of 2003, before me the undersigned, notary public personally appeared W. Roger Morley and ~~Rosemary Morley~~ known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public State of Arizona
 Maricopa County
 Liara F Sinclair
 Expires October 24, 2003

Notary Public of Arizona
 Residing at 7263 E Desert Bluffs Circle
 Commission 10/24/03 expires

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 COMPLETENESS OR ANY OTHER MATTERS THAT
 MIGHT BE REFERRED TO OR IMPLIED THEREIN
 SHOULD YOU HAVE QUESTIONS REGARDING ITS
 EFFECT OR IMPACT, YOU SHOULD CONSULT INDE-
 PENDENT LEGAL COUNSEL.

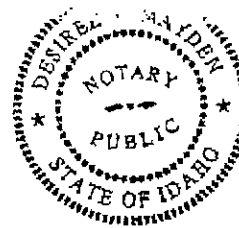
ACKNOWLEDGMENT - Individual

STATE OF IDAHO, County of ADA, ss.

On this 15th day of April, in the year of 2003, before me
Desiree A. Mayden, notary public
personally appeared Raymond L. Morley
known or identified to me to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he executed the same.

Notary Public: Desiree A. MaydenResiding at: Nampa, IdahoMy Commission Expires: 03/09/06

U1064



PARCEL A

A portion of the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, and the Northeast quarter of the Northwest quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of Section 8, Township 4 North, Range 1 East,
Thence East along the line between Sections 8 and 17, same Township, 20 chains;
Thence South 2.90 chains;
Thence South 64 degrees 15' East 6.40 chains;
Thence South 88 degrees 45' East 5.50 chains;
Thence South 75 degrees 45' East 6.00 chains;
Thence North 69 degrees 45' East 2.00 chains;
Thence South 62 degrees 20' East 1.17 chains;
Thence North 26.34 chains to a point in the center of the Valley Road, where North and South
quarter section line crosses said road in Section 8, Township 4 North, Range 1 East, for place of
beginning of the boundary line;
Thence North 87 degrees 45' West along the center of the Valley Road, 9.74 chains; to the real
place of beginning;
Thence continuing North 87 degrees 45' West along the center of the Valley Road 10.28 chains;
Thence South 22.90 chains;
Thence South 64 degrees 15' East 6.40 chains;
Thence South 88 degrees 45' East 4.51 chains;
Thence North 25.37 feet to the real place of beginning. Being the same property in Warranty Deed
recorded in Book 166 of Deeds at Page 161, records of Ada County, Idaho.

EXCEPT ditch and road right of ways.

AND EXCEPT that portion conveyed to the State of Idaho for State Highway No. 44 by an
Instrument recorded September 6, 1956 as Instrument No. 399984 in Book 420 of Deeds at Page
150 of official records.

ALSO EXCEPTING THEREFROM a tract of land situated in the Southeast quarter of the
Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County,
Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8;
Thence South 0 degrees 05'00" West, a distance of 68.39 feet to the center of Highway 44;
Thence North 87 degrees 30'00" West, along the center of said Highway 44, a distance of 658.02
feet, (formerly called out in Warranty Deed, Instrument No. 181624, Book 226 of Deeds at Pg.
216, dated December 24, 1937, recorded in Ada County Recorder's Office as 87 degrees 45' East,
along the center of Valley Road, 9.74 chains), (642.84 feet);
Thence South 2 degrees 02'00" East, a distance of 60.00 feet to a point on the South right-of-way
of said Highway 44 and the North end of a line fence called out in the Warranty Deed Instrument
No. 835585, recorded in Ada County Recorder's Office;
Thence North 87 degrees 31'30" West, for 395.77 feet to a point on the South right-of-way of said
Highway 44 to be known as Point A;
Thence South 0 degrees 50'20" West, for 591.45 feet to a half inch iron pin being the real point of
beginning;
Thence continuing South 0 degrees 50'20" West for 210.00 feet to a point in Ballantyne Canal;
Thence along the canal North 77 degrees 33'5" West, for 88.19 feet;
Thence North 1 degree 44' East, for 197.02 feet to a half inch iron pin;
Thence 85 degrees 55' East, for 83.45 feet to the real point of beginning.
South

ALSO EXCEPTING THEREFROM a tract of land situated in the Southeast quarter of the
Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County,
Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8,
Thence South 0 degrees 05'00" West a distance of 68.39 feet to the center of Highway 44,
Thence North 87 degrees 30'00" West along the center of said Highway 44 a distance of 658.02
feet, formerly called out in Warranty Deed, Instrument No. 181624, Book 226 of Deeds at Pg.
216, dated December 24, 1937, recorded in Ada County Recorder's Office as 87 degrees 45' East
along the center of Valley Road, 9.74 chains, 642.84 feet;
Thence South 2 degrees 02'00" East a distance of 60.00 feet to a point on the South right-of-way
of said Highway 44 and the North end of a line fence called out in Warranty Deed, Instrument No.
835585, recorded in Ada County Recorder's Office, being the real point of beginning;
Thence south 2 degrees 02' East along said line fence, (the accepted property line), a distance of
364.15 feet;
Thence South a distance of 512.98 feet to the center of Ballantyne Canal;
Thence along the center of Ballantyne Canal North 77 degrees 33'50" West for a distance of
430.15 feet;
Thence North 0 degrees 50'20" East a distance of 201.45 feet to the said South right-of-way line of
Highway 44;
Thence South 87 degrees 31'30" East on a chord a distance of 395.77 feet along the arc of said
South right-of-way of Highway 44 to the real point of beginning.

ALSO EXCEPTING THEREFROM a tract of land situated in the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the South sixteenth corner of the center quarter line of said Section 8;
 Thence South 0 degrees 05'00" West, a distance of 68.39 feet to the center of Highway 44;
 Thence North 87 degrees 30'00" West, along the center of said Highway 44, a distance of 658.02 feet, (formerly called out in Warranty Deed Book 226, Pg. 216, Instrument No. 181624, dated December 24, 1937, recorded in Ada County Recorder's Office on January 12, 1938 as 87 degrees 45' East, along the center of Valley Road, 9.74 chains), (642.84 feet);
 Thence South 2 degrees 02'00" East, a distance of 60.00 feet to a point on the South right-of-way of said highway 44 and the North end of line fence called out in a Warranty Deed, Instrument No. 835585, recorded in Ada County Recorder's Office;
 Thence South 2 degrees 02' East, along said fence, (the accepted property line), a distance of 364.15 feet, being the real point of beginning;
 Thence South a distance of 512.98 feet to the center of Ballantyne Canal;
 Thence South 77 degrees 33'50" East, a distance of 18.80 feet;
 Thence North 2 degrees 02' West, a distance of 517.36 feet to the real point of beginning;

ALSO EXCEPTING THEREFROM

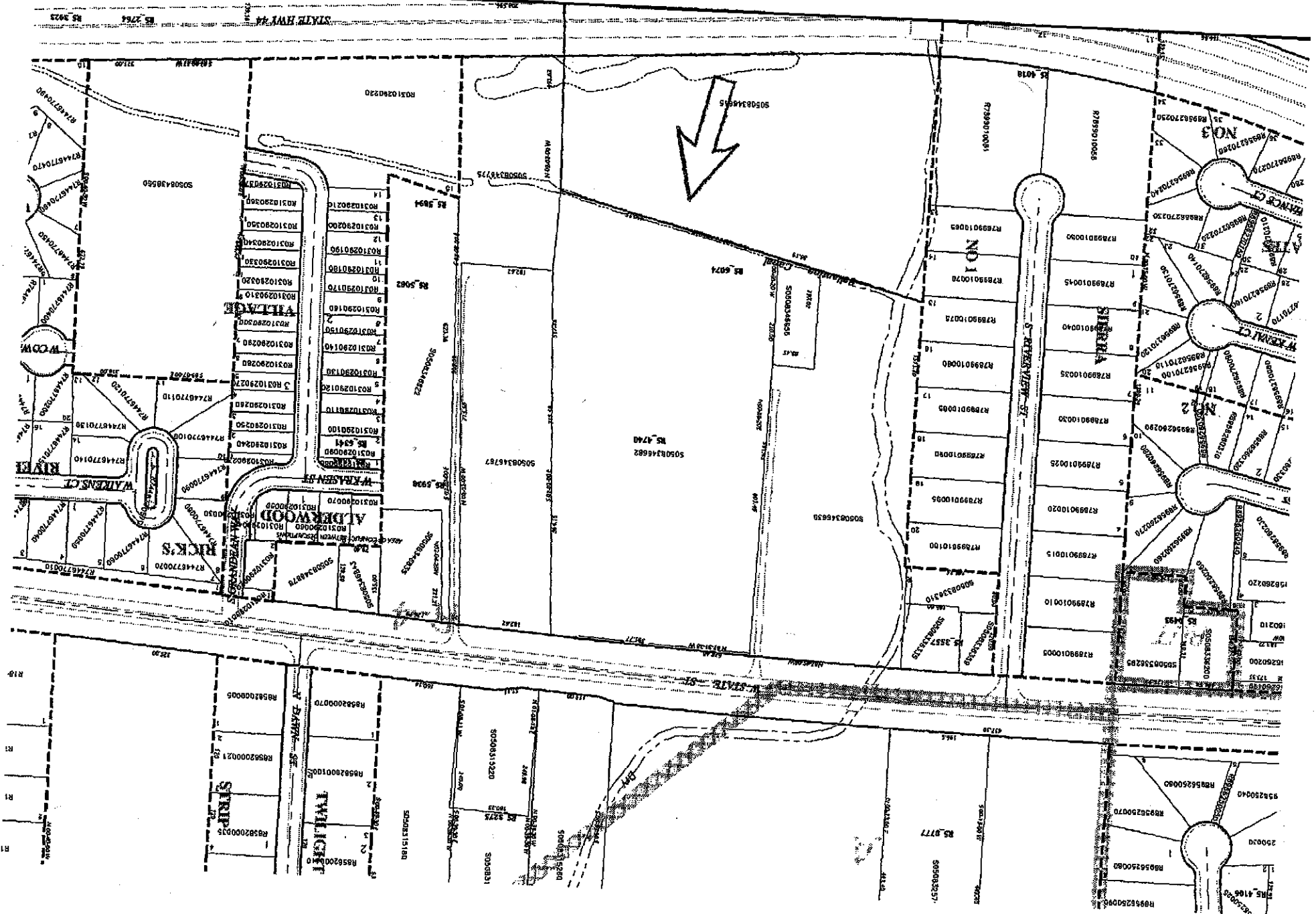
A parcel of land being on both sides of the centerline of State Highway No. 44 (Eagle Alternate Route), Project No. F-3271(033) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, and being a portion of the South half of the Southwest quarter of the Southwest quarter of Section 8 and the North half of the Northeast quarter of the Northwest quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian, described as follows, to-wit:

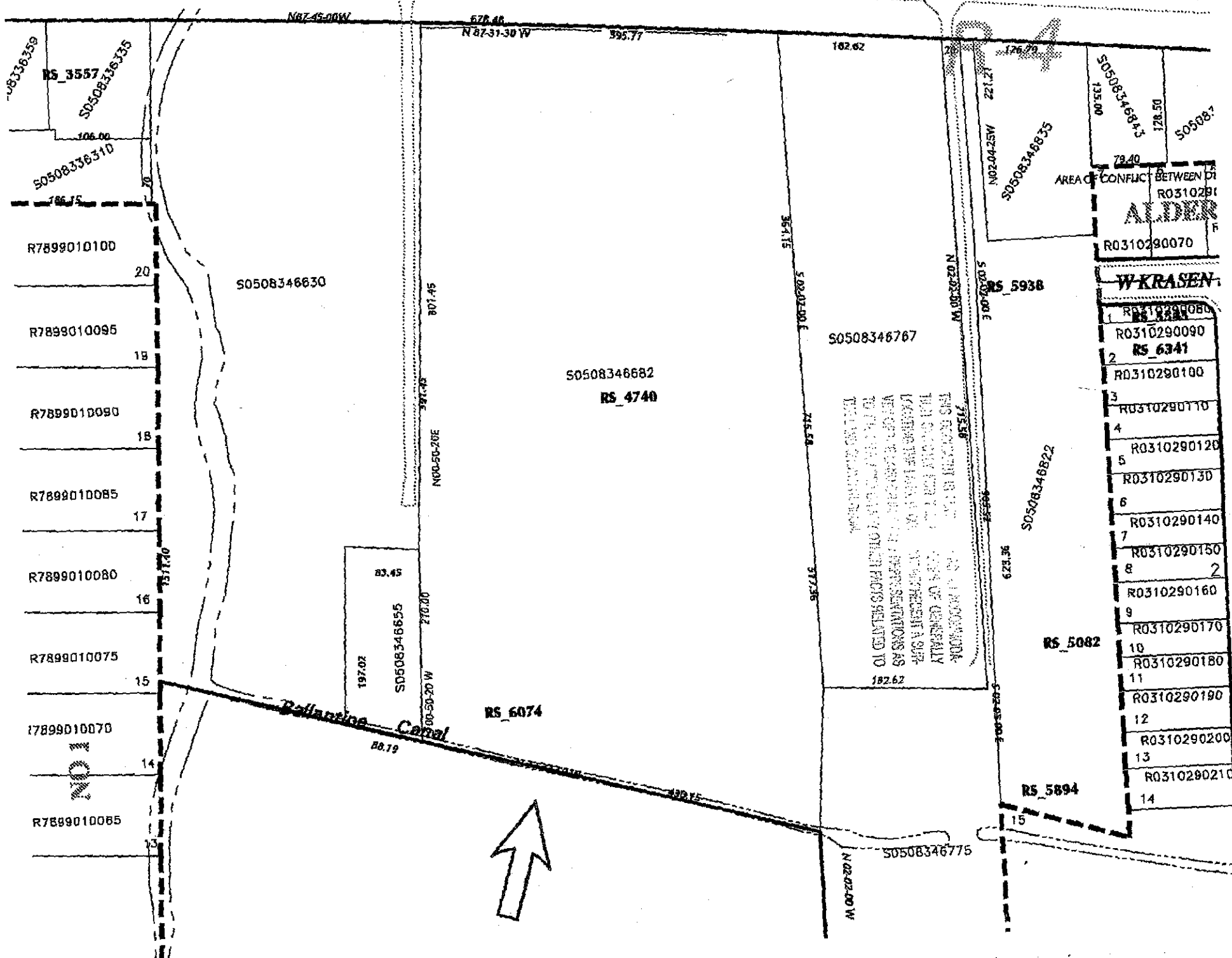
Beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 17, Township 4 North, Range 1 East, Boise Meridian;
 Thence South 1 degree 25'56" West along the West line of said Northeast quarter of the Northwest quarter a distance of 90.0 feet, more or less, to a point in a line parallel with and 90.0 feet Southerly from the centerline of said State Highway No. 44 (Eagle Alternate Route), Project No. F-3271(033) Highway Survey and radially from Station 880+88.84 of said Highway Survey;
 Thence along said parallel line as follows:

Easterly along a 2581.83 foot radius curve left (the long chord of which bears North 89 degrees 17'27" East - 189.55 feet) an arc length of 189.60 feet to a point opposite Station 882+71.27 of said Highway Survey;
 North 87 degrees 00'37" East - 557.22 feet to a point in the West line of the tract of land as conveyed by that certain Quitclaim Deed dated January 11, 1989, recorded February 8, 1989 as Instrument No. 8905832, records of Ada County, Idaho, and opposite Station 887+28.49 of said Highway Survey;
 Thence North 1 degree 01'19" West (shown of record as North 2 degrees 02'00" West) along said West line 160.09 feet to a point in a line parallel with and 70.0 feet Northerly from the centerline and bears North 2 degrees 59'23" West from Station 888+33.99 of said Highway Survey;
 Thence along said last parallel line as follows:
 South 87 degrees 00'37" West - 562.71 feet to a point opposite Station 882+71.27 of said Highway Survey;
 Southwesterly along a 2221.83 foot radius curve right (the long chord of which bears South 89 degrees 17'44" West - 177.20 feet) an arc length of 177.25 feet to a point in the West line of the Southeast quarter of the Southwest quarter of Section 8, Township 4 North, Range 1 East, Boise Meridian, and opposite Station 880+88.44 of said Highway Survey;
 Thence South 1 degree 25'56" West along said West line 70.0 feet, more or less, to the place of beginning.



05-2763





Brown, Kimberly

From: Doug Masterson [DMasterson@TitleOneCorp.com]
Sent: Friday, March 18, 2005 2:32 PM
To: 'kimberly.brown@idwr.idaho.gov'
Subject: Plat Map - 1001 W State St



1001 W State St -
Plat.pdf

<<1001 W State St - Plat.pdf>>

<<...OLE_Obj...>> <<...OLE_Obj...>> DOUG MASTERSON
TITLEONE CORPORATION
CUSTOMER SERVICE REP.
1101 W. RIVER ST., SUITE 201
BOISE, ID 83702
(P): 208-424-8511
(F): 208-424-0049
EMAIL: DMASTERSON@TITLEONECORP.COM

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

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
63-5048					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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) Raymond Morley
1025 Park Ln Eagle, Id 83616
4. New Owner/Claimant(s) Dave & Karen Buich
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 3497 Holl Dr
- City, State and ZIP Code Eagle, Id 83616
- New Telephone Number (208) 866-0594
5. Date you acquired the property 5/03

ATTN: Kimberly Brown
 From: Dave Buich

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 _____		
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	_____	_____

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) _____
(include title if applicable)

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 KB Date 12/1/03 Fee 0 (Adj.)
 Received by _____ Date _____ Receipt No. _____
 Processed by AJ Date _____ WR _____ Date _____



VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS AND ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

ID# DB 112702

DATE 11/27/02

1. REAL ESTATE OFFICES:

LISTING AGENCY Mark Bottles Real Estate Services, LLC Office Phone # 208-377-5700
Office Fax # 208-377-0035 E-Mail jstevens@markbottles.com Other Phone #
Listing Agent John Stevens E-Mail jstevens@markbottles.com Phone # 208-377-5700 x 18
SELLING AGENCY Same as above Office Phone #
Office Fax # E-Mail Other Phone #
Selling Agent Same as above E-Mail Phone #

2. BUYER: David A. Buich and/or assigns (Hereinafter called "BUYER")
agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PREMISES" **COMMONLY**
KNOWN AS 1163 W. State Street City Eagle County Ada ID, Zip
legally described as: Parcel #S0508346604 - PAR#6604 of SE4SW4, Sec 8 4N 1E, #346601-B, 10.21 acres.

OR ☐ Legal Description Attached as addendum # (Addendum must accompany original offer.)

3. TOTAL PURCHASE PRICE: Three hundred thousand DOLLARS,
\$ 300,000.00 payable upon the following **TERMS AND CONDITIONS** (Not including closing costs):

4. FINANCIAL TERMS: Note: A+C+D must add up to total purchase price, except for 100% financing
\$ 7,500.00 **A. EARNEST MONEY:** BUYER hereby deposits Seven thousand five hundred DOLLARS as Earnest
Money evidenced by: ☐ cash ☒ personal check ☐ cashier's check ☐ note due ☐ other and
a receipt is hereby acknowledged. Earnest Money to be deposited in trust account upon acceptance by all parties and shall be
held by: ☒ Listing Broker ☐ Selling Broker ☐ other for the benefit of the parties
hereto, and Mark Bottles (Broker) shall hold the completely executed Broker's copy
of this Agreement. The responsible Broker shall be Mark Bottles

B. ALL CASH OFFER: ☒ YES ☐ NO If this is an all cash offer do not complete lines 45 through 48, fill in blank with "Not Applicable" or "N/A."

C. ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
☐ Additional financial terms are contained in a **FINANCING ADDENDUM** of same date, attached hereto, signed by both parties.

D. APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check. Any net difference between the approximate balances of the loan(s) shown above, which are to be assumed or taken subject to, and the actual balances of said loan(s) at closing of escrow shall be adjusted in ☒ Cash ☐ Other:

5. OTHER TERMS AND/OR CONDITIONS:

Both parties are aware this is currently a single family residential property.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 1 of 5 Pages.
BUYER's Initials (MB) Date 11-27-02 SELLER's Initials (RB) Date 11/29/02

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Vacant Land Form Revised 11/01 PAGE 1 of 5

BROKER: rk Bottles Real Estate Services, LLC AGENT: John Stevens S/N: CF5-60312 Printed using pcFORMATION™ Software, v. 11/01

PROPERTY ADDRESS:

1163 W. State Street

ID#

DB 112702

6. **INSPECTION:** BUYER chooses ☒ to have inspection; or ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 70-113. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 20 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 7 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.
3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 7 business days that they will not continue with the transaction and will receive their Earnest Money back.
4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.
5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)
 - B. **LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)
 - C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER's intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance; the parties are to satisfy themselves concerning these issues.
 - D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
 - E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability):
- F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances, and no representations, either expressed or implied, have been or will be made with respect to the existence or non-existence of such materials on the property. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.
- G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

7. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 5 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 10 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER's Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials [Signature] Date 12/22/02 SELLER's Initials [Signature] Date 12/19/02

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Vacant Land Form Revised 11/01 PAGE 2 of 5

BROKER: rk Bottles Real Estate Services, LLC AGENT: John Stevens SIN: CF5-60312 Printed using pcFORMATION™ Software, v. 11/01

PROPERTY ADDRESS:

1163 W. State Street

ID#

DB 112702

(B) STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(C) EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

(D) EXTENDED COVERAGE OWNER'S POLICY: A standard title policy does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation, boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing.) However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title company about what it offers in the way of extended coverage title policies and endorsements. This extended coverage owner's policy is for the benefit of the owner and provides similar coverage like provided by the extended coverage lender's policy.

Extended Coverage Owner's Policy requested ☐ Yes ☒ No.

(E) The parties agree that Pioneer Title Company shall provide title policy and preliminary report of commitment.

9. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

10. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

11. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S): BUYER is responsible to obtain and review a copy of the C.C. & R.'s (if applicable). BUYER has reviewed C.C. & R.'s. ☐ Yes ☐ No ☒ NOT APPLICABLE.

12. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions, BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☒ NOT APPLICABLE. Association fees/dues are \$ _____ per _____

13. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previous agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

14. NOXIOUS WEEDS: BUYER of the property in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

15. MINERAL RIGHTS: Any and all mineral rights which are already included with the property will be included in the sale of this property unless otherwise stipulated.

16. WATER RIGHTS: Description of water rights, water systems, wells, springs, water, ditches, ditch rights, etc., if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein:

17. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

18. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.

19. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions. Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 5 Pages.
BUYER's Initials (AK) Date 12/9/02 SELLER's Initials (KM) Date 12/9/02

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Vacant Land Form Revised 11/01 PAGE 3 of 5

BROKER: rk Bottles Real Estate Services, LLC AGENT: John Stevens S/N: CF5-60312 Printed using pcFORMATION™ Software, v. 11/01

PROPERTY ADDRESS:

1163 W. State Street

ID#

DB 112702

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				☒	Environmental Inspection (Level 1)	☒			
Zoning Variance	☒				Environmental Inspection (Level 2)				☒
Closing Escrow Fee			☒		Environmental Inspection (Level 3)				☒
Survey		☒			PERC Test	☒			
Flood Certification/Tracking Fee			☒		Water Rights	☒			
Soil(s) Test(s)	☒				Long Term Escrow Fees				☒
Hazardous Waste Report(s)	☒				Title Insurance: Standard Owner's Policy		☒		
Attorney Contract Preparation Fee				☒	Title Insurance: Extended Lender's Policy				☒
Water Rights Transfer Fee	☒				Title Insurance: Extended Owner's Policy				☒

BUYER will have until 60 days from contract date (Date) at 5:00 ☐ am ☒ pm to satisfy or waive any and all conditions and/or contingencies.

20. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

21. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

22. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

23. **DEFAULT:** If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

24. **SALES PRICE INFORMATION:** SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

25. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

26. **CLOSING:** Closing shall occur on or before 60 day from contract date (Date) at 5:00 ☐ am ☒ pm, or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed 1 business days. This extension is not available if financing documents are prepared and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the deed or contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it may be necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall be

27. **POSSESSION:** BUYER shall be entitled to possession ☒ upon closing or ☐ date at am / pm. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of closing date.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 4 of 5 Pages.

BUYER's Initials (RM) Date 12/1/02 SELLER's Initials (RM) Date 12/9/02

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Vacant Land Form Revised 11/01 PAGE 4 of 5

BROKER: rk Bottles Real Estate Services, LLC AGENT: John Stevens SIN: CF5-6031 Printed using pcFORMATION™ Software, v. 11/01

PROPERTY ADDRESS:

1163 W. State Street

ID#

DB 112702

28. SPECIAL CONSIDERATIONS AND CONTINGENCIES: This Agreement is made subject to the following special considerations and/or contingencies which must be satisfied prior to closing: See Addendum #1.

29. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The broker working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☒ B. The broker working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S).
☐ C. The broker working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The broker working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☒ B. The broker working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S).
☐ C. The broker working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION. Each party signing this document understands that the above confirmation DOES NOT create an agency relationship between the Broker(s) and the BUYER(S) and SELLER(S) and they are a CUSTOMER and NOT REPRESENTED by a Broker UNLESS there is a SEPARATE signed written agreement as required by Idaho Statute to create that relationship.

30. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER and SELLER.

31. ACCEPTANCE: BUYER'S offer is made subject to the acceptance of SELLER on or before (Date) December 4th at (Time) 11:00 a.m. ☒ a.m. ☐ p.m. If SELLER does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to BUYER on demand.

32. BUYER'S SIGNATURES: I/We further acknowledge receipt of a true copy of this Agreement.

☒ SEE ATTACHED BUYER'S ADDENDUM(S): 1 (Specify number of BUYER addendum(s) attached.)

BUYER Signature [Signature]
 Date 11-21-02 Time 2:05 ☐ a.m. ☒ p.m.
 Address 3497 HOLL DR
 E-Mail Address BUICHDEAL.COM

BUYER (Print Name) DAVE BUICH
 Phone # 939-1789 Cell # 806-0594
 City EALE State ID Zip 83616
 Fax # 939-0390

BUYER Signature _____
 Date _____ Time _____ ☐ a.m. ☐ p.m.
 Address _____
 E-Mail Address _____

BUYER (Print Name) _____
 Phone # _____ Cell # _____
 City _____ State _____ Zip _____
 Fax # _____

33. SELLER'S SIGNATURES:

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☒ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER

☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____

SELLER Signature [Signature]
 Date 12-9-02 Time 1:15 ☐ a.m. ☒ p.m.
 Address _____
 E-Mail Address _____

SELLER (Print Name) Raymond L. Morley
 Phone # 1-208-939-8131 Cell # _____
 City EALE State ID Zip 83616
 Fax # _____

SELLER Signature [Signature]
 Date _____ Time _____ ☐ a.m. ☐ p.m.
 Address _____
 E-Mail Address _____

SELLER (Print Name) _____
 Phone # _____ Cell # _____
 City _____ State _____ Zip _____
 Fax # _____

34. BUYER'S ACKNOWLEDGMENT OF RECEIPT OF FINAL COPY BEARING ALL SIGNATURES:

A true copy of the foregoing Agreement, signed by the SELLER and containing the full and complete description of the premises, is hereby received on Date _____ Time _____ ☐ a.m. ☐ p.m.

BUYER: _____

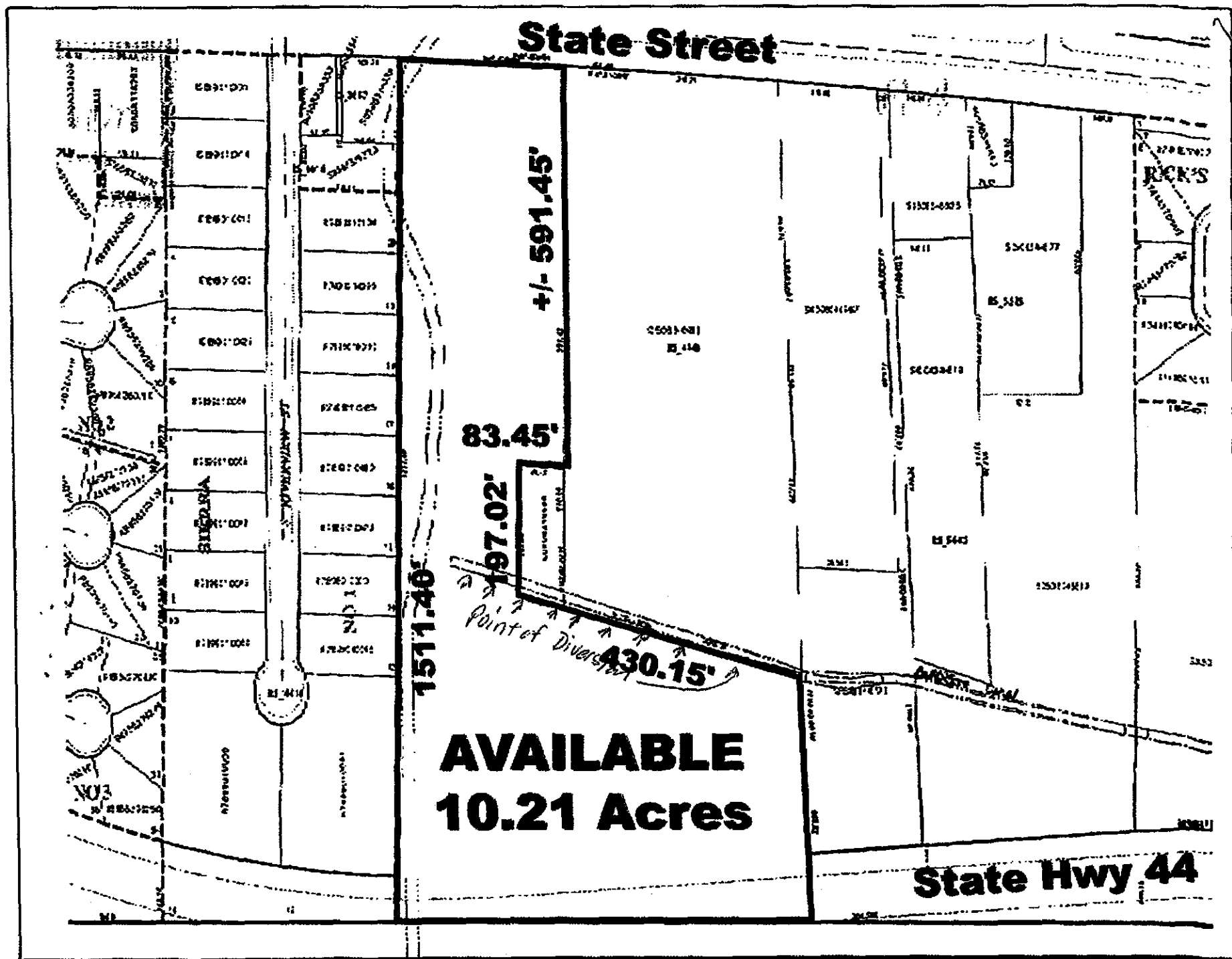
BUYER: _____

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 5 of 5 Pages.
 BUYER's Initials [Signature] Date 12/9/02 SELLER's Initials [Signature] Date 12/9/02

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 Vacant Land Form Revised 11/01 PAGE 5 of 5

BROKER: rk Bottles Real Estate Services, LLC AGENT: John Stevens S/N: CF5-6031 Printed using pcFORMATION™ Software, v. 11/01



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: A63-05048
Date Received: 6/01/1989
Receipt No: W003079
Received By: W

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT W. MORLEY 208-939-6632
Address: 1163 W. STATE ST.
EAGLE, ID 83616

2. Date of Priority: MAR 15, 1937

3. Source: UNNAMED SLOUGH Trib. to: BOISE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	01E	8	SE	SW			ADA

5. Description of diverting works:
PUMP & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.000		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	01E	8	SE	SW		IRR	8.0
						Section Acres	8.0
		17	NE	NW		IRR	4.0
						Section Acres	4.0

MICROFILMED

AUG 20 1992

10. Place of Use: Continued

Total Acres 12.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
NONE

14. Remarks:
CHANGE IN POU AND POD FROM STATUTORY CLAIM.

15. Basis of Claim: STATUTORY CLAIM

MICROFILMED
AUG 20 1992

16. Signature(s)

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

Number of attachments: _____

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): Robert W. Mosley Date: 6/1/89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 1 day
of June 19 89 Linda A. Werner
Notary Public

Seal

Linda A. Werner
Residing at _____ Residing at Boise, Idaho
My Commission Expires _____
My Commission Expires December 8, 1991

