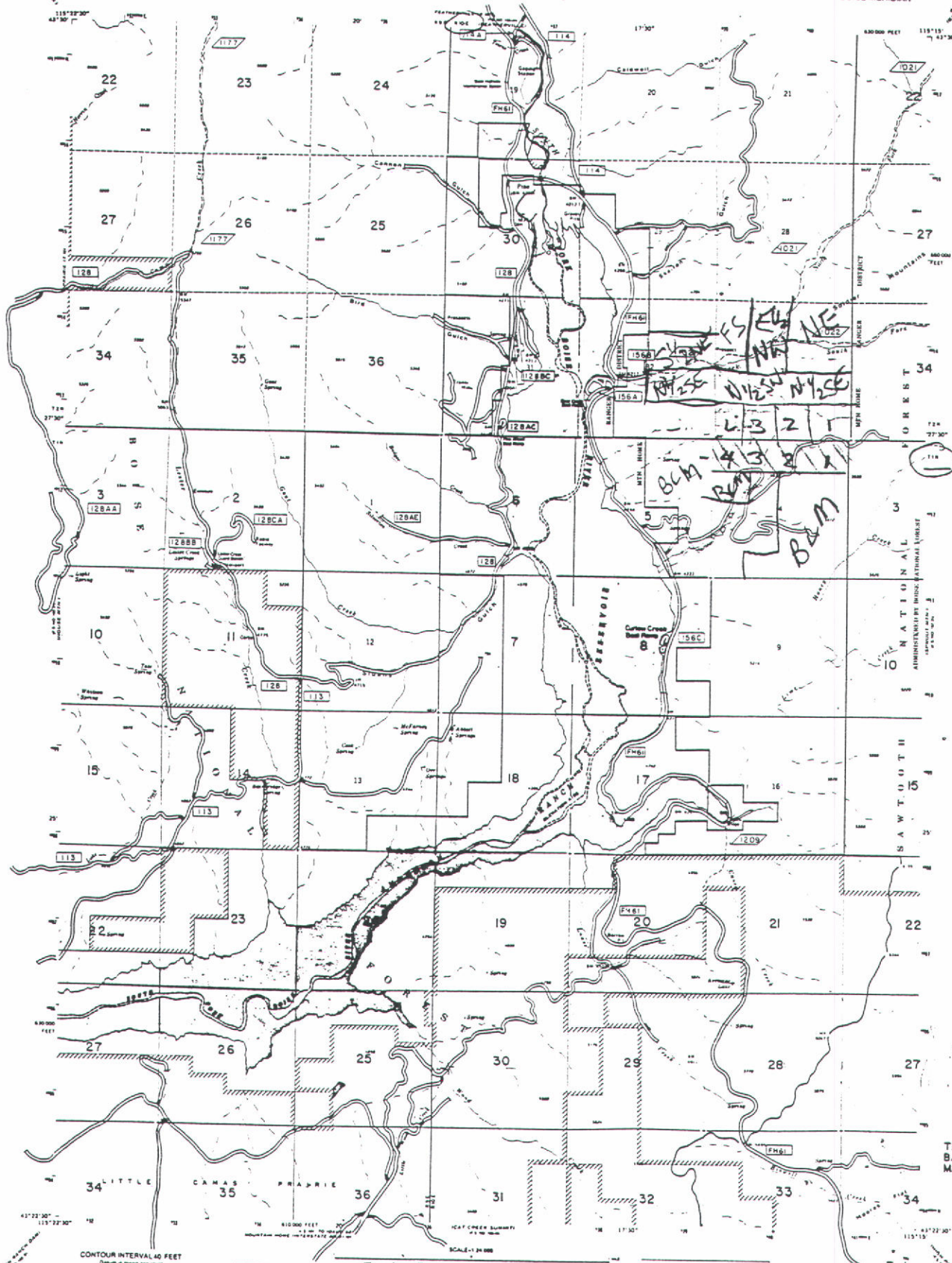


ADDENDUM B.

UNITED STATES
DEPARTMENT OF AGRICULTURE
FOREST SERVICE
INTERMOUNTAIN REGION

BOISE AND SAWTOOTH NATIONAL FORESTS MTN HOME RANGER DISTRICT

PINE QUADRANGLE
ELMORE COUNTY, IDAHO
BOISE MERIDIAN

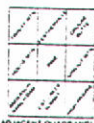


TRANSPORTATION
BASE
MAP

M9

CONTOUR INTERVAL 40 FEET

Published in 1979 by the U.S. Geological Survey, Boise, Idaho. This map is based on the 1979 National Forest Inventory and is the most current available. It is a revision of the 1974 National Forest Inventory map. The map is based on the 1979 National Forest Inventory and is the most current available. It is a revision of the 1974 National Forest Inventory map. The map is based on the 1979 National Forest Inventory and is the most current available. It is a revision of the 1974 National Forest Inventory map.



Legend
National Forest Boundary
Section Line Boundary
Forest Primary
Forest Secondary
Unimproved Road
Trail

TOPOGRAPHY AND SECTION LINE CLASSIFICATION
Surrounding Land Features
Surrounding Land Features
Unimproved Road
Trail



PRIMARY BASE SERIES MAP

PINE
1979

REVISED
(1981)
(1982)
(1983)
(1984)
(1985)
(1986)
(1987)
(1988)
(1989)
(1990)
(1991)
(1992)
(1993)

5-4 lots 1-4

Township No 1 North, Range No 10 East of the 1

E F G H I J K L M N O P Q R S T U V W X Y Z



Lot-1 → SESE
 Lot 2 → SWSE
 Lot 3 → SESE

2N 10E
 S-33
 lots 1-2-3

9" Watersurface 29708 A - of Public Land 22735 68 A Total number of Acres 22972.76

Area Designated	By Whom Surveyed	Date of Contract	Amount of Survey M. Ch.	When Surveyed	Mean Elevation
winship lines	Rhoades and Kimmel	162 May 19, 1894	8 77 80	June 4 - 9, 1894	
subdivisions	William Alley and David B. Wickersham	254 June 11, 1904	59 73 15	Aug. 24 Sept 18, 1904	19° 20' 14"

ORTHO PHOTO QUAD
IDAHO

A63-02336B

RIDE

T2N



SEP 12 1973

McKee & Harwood

AGREEMENT OF SALE OF REAL AND PERSONAL PROPERTY

Between E. CLAYTON JOHNSTON and
MADEL A. JOHNSTON, husband and
wife,

Sellers,

and

DAN H. DUFFY and DORIS DUFFY,
husband and wife,

Buyers.

THIS AGREEMENT, Made this 1st day of March, 1966, by and
between E. Clayton Johnston and Mabel A. Johnston, husband and
wife, hereinafter referred to as "Sellers", and Dan H. Duffy and
Doris Duffy, husband and wife, hereinafter referred to as Buyers,

W I T N E S S E T H :

That Sellers are the owners of that certain real estate and
personal property hereinafter described, located in Elmore County,
Idaho, and

That Sellers, for and in consideration of the covenants and
agreements herein contained, do hereby agree to sell and convey
to Buyers and Buyers agree to purchase, subject to the terms and
conditions herein set forth, the said real estate and personal pro-
perty hereafter more particularly described.

The real and personal property which are the subject of this
sale are described as follows:

REAL PROPERTY:

A 5 acre tract of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32,
Township 4 North, Range 10 East, B.M., more par-
ticularly described as follows:

Beginning at the North Quarter corner of Section
5, Township 4 North, Range 10 East, B.M., which
is a brass cap marked "T4 - S.5 T10-R10E";

-1-

See pg 3
Re: Water Rights

#3

Johnston sells to Duffy
for Lodge 25" junior to
his 150" from Deer Creek
No easement given in Deed

niture, fixtures and equipment listed on Exhibit A. Said purchase price shall be paid as follows:

a. The sum of \$3,000.00 as a down payment, the receipt whereof is hereby acknowledged by Sellers.

b. The remaining balance in the amount of \$12,000.00, together at the rate of 6% per annum from March 1, 1966, with interest thereon, /or on so much thereof as shall remain from time to time unpaid, shall be paid as follows:

1. \$2,000.00 together with accrued interest on March 1, 1967.

2. \$2,000.00 together with accrued interest on March 1, 1968.

3. \$1,000.00 together with accrued interest on March 1, 1969, and a like sum on the first day of March each and every year thereafter until the entire sum of principal and interest shall have been paid in full.

Buyers may prepay all or any part of the purchase price at any time and without penalty.

All payments shall be made to Idaho First National Bank, Mountain Home, Idaho, which is hereby designated as the escrow holder hereunder.

WATER RIGHTS. It is understood and agreed that the Sellers are owners of certain water rights in the waters of Deer Creek, which runs in the vicinity of the above described property. Sellers hereby specifically retain for their own use on lands owned and retained by them, the first 150 miner's inches of said water and the parties agree that the Buyers shall have the next 25 inches of water from of said Deer Creek. PROVIDED, HOWEVER, that Sellers do hereby guarantee that Buyers shall, for the years 1966 and 1967, have the use of 25 inches of water from said Deer Creek,

AKA Deer Creek
ledge

* water allocated to Sac^{is} given junior priority By this deed relative to property known as "Deer Creek Ranch" owned by Johnston.

Same as Property Sale

WARRANTY DEED

agreement dated

3/1/66

REVENUE STAMPS

For Value Received E. CLAYTON JOHNSTON and MABEL A. JOHNSTON,
husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto DAN H. DUFFY and
DORIS DUFFY, husband and wife,

the grantees, the following described premises, in Elmore County Idaho, to wit:

A 5 acre tract of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32, Town-
ship 2 North, Range 10 East, B.M., more particularly
described as follows:

Beginning at the North Quarter corner of Section 5,
Township 1 North, Range 10 East, B.M., which is a
brass cap marked "T $\frac{1}{4}$ - S.5 T1N-R10E";

Thence South 89°56' West a distance of 1230.6 feet to
the west boundary line of SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 0°5' East a distance of 1320 feet to the
southwest corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 32, Township 2 North,
Range 10 East, B.M., the true point of beginning;

Thence North 0°5' East a distance of 660 feet to a
point on the county road;

Thence North 89°56' East a distance of 330 feet to
a pin;

Thence South 0°5' West a distance of 660 feet to a
pin;

Thence South 89°56' West a distance of 330 feet to
the point of beginning; containing 5.0 acres.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantees, do hereby covenant to and
with the said Grantees, that they are the owners in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: March 1, 1966

E. Clayton Johnston
Mabel A. Johnston

STATE OF IDAHO, COUNTY OF ELMORE
On this 1st day of March, 1966
before me, a notary public in and for said State, personally
appeared E. CLAYTON JOHNSTON and
MABEL A. JOHNSTON, husband and
wife,

known to me to be the persons whose name is set
subscribed to the within instrument, and acknowledged to
me that they executed the same.

James H. Hanks
Notary Public
Residing at Mountain Home, Idaho
Comm. Expires 4/19/69

STATE OF IDAHO, COUNTY OF Elmore
I hereby certify that the foregoing was filed for record of
the record of Dan Duffy
at 1
this 1st day of March, 1966, and duly recorded in Book
of Deeds at page

Fees \$1.00
Mill tax
By 6745-221, 1/24/66, 1/24/66
(He will put this up)

RECORDING NO. 152025

\$4. Deed signed giving tital
after loan pd. per Agreement
dated 3/1/66.
(#3)

WARRANTY DEED

WHEREAS, EDWARD CLAYTON JOHNSTON, before his death, and on or about the 5th day of October, 1966, together with his wife, MABEL C. JOHNSTON, by a contract bearing date of that day, agreed to and with DORIS DUFFY, to sell and convey unto her, her heirs, and assigns forever, the premises hereinafter described, in consideration of the payment of sufficient good and valuable consideration, but said EDWARD CLAYTON JOHNSTON died without performing said contract; and,

WHEREAS, The District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Elmore, on the 29th day of August, 1973, in Case No. 7-290 did appoint DARLENE POZZOBON and THE IDAHO FIRST NATIONAL BANK, as co-personal representatives of the Estate of EDWARD CLAYTON JOHNSTON:

NOW THEREFORE, by virtue of the above recited authority vested in DARLENE POZZOBON and THE IDAHO FIRST NATIONAL BANK, as co-personal representatives of the Estate of EDWARD CLAYTON JOHNSTON, deceased, and in order to fulfill and perform all things in the above mentioned contract or agreement, and in consideration of sufficient good and valuable consideration received of DORIS DUFFY, WE, DARLENE POZZOBON and IDAHO FIRST NATIONAL BANK, as co-personal representatives of the Estate of EDWARD CLAYTON JOHNSTON; MABEL C. JOHNSTON, a widow, and DARLENE POZZOBON, dealing with their sole and separate property, the Grantors, do hereby grant, bargain, sell and convey unto DORIS DUFFY, a married woman dealing with her sole and separate property, the Grantee, the following described premises, to-wit:

A tract of land, being one acre more or less, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32, Township 2 North Range 10 East, B.M., Elmore County, Idaho, more particularly described as follows:

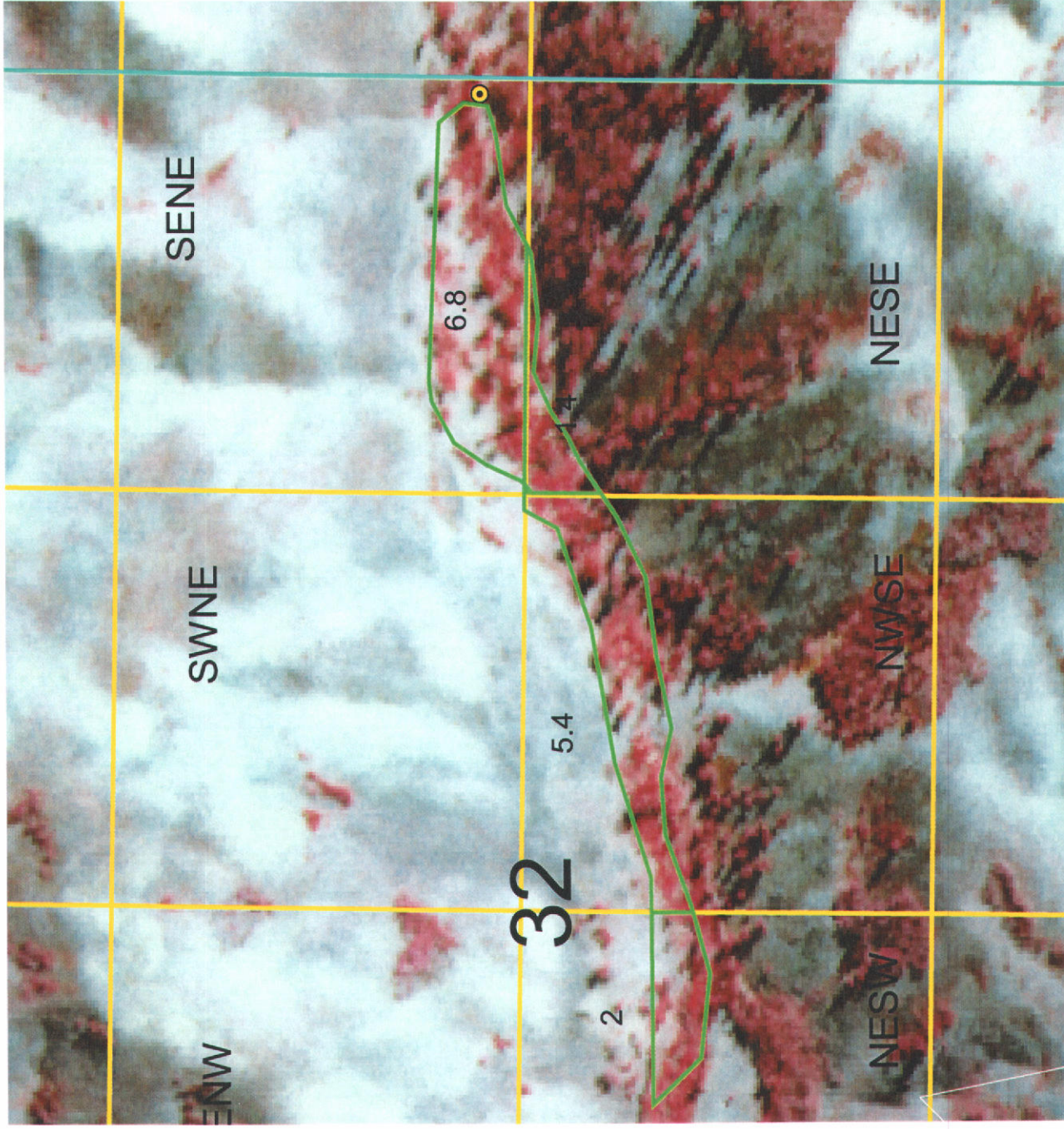
Beginning at the North Quarter corner of Section 5, Township 1 North, Range 10 East, B.M., which is a brass cap marked "T $\frac{1}{4}$ - S.5 T1N-R10E"; thence South 89°56' West a distance of 1230.6 feet to the West boundary line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32, T2N, R10E, B.M.; thence North 0°5' East a distance of 1980 feet to a point on the West boundary line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, which point is 660 feet North of the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 2 North, Range 10 East, B.M.; thence North 89°56' East a distance of 330 feet to a pin, the true point of beginning; thence continuing North 89°56' East a distance of 66 feet; thence South 0°5' West a distance of 660 feet; thence South 89°56' West a distance of 66 feet; thence North 0°5' East a distance of 660 feet to the true point of beginning, except that part thereof subject to the right and title of Deer Creek Lodge, Inc., an Idaho corporation, by reason of that certain deed recorded December 29, 1972, as instrument no. 151974, records of Elmore County, Idaho.

Further granting and conveying all right, title and interest of DARLENE POZZOBON and MABEL C. JOHNSTON, either one or both of them might have in the above described premises by reason of that certain mortgage dated December 19, 1974, executed by DARLENE POZZOBON to MABEL C. JOHNSTON and which was recorded December 19, 1974, as instrument no. 161094, records of Elmore County, Idaho.

#6
deed to 1 Acre
(see #5)
giving clear
title to property

Claim No(s): 63-2336B
 T02N, R10E, S 32
 Prepared by: Sue Bock
 Date: 7/26/2001

- Place of Use
- Point of Diversion
- Section lines
- 1/4 1/4 lines



Water Resources Field Exam
July 23, 2001 Sue Bock
Claim Nos. 63-2236b, 63-24041-2



Deer Creek
pod
faceigw



Deer Creek
colvert

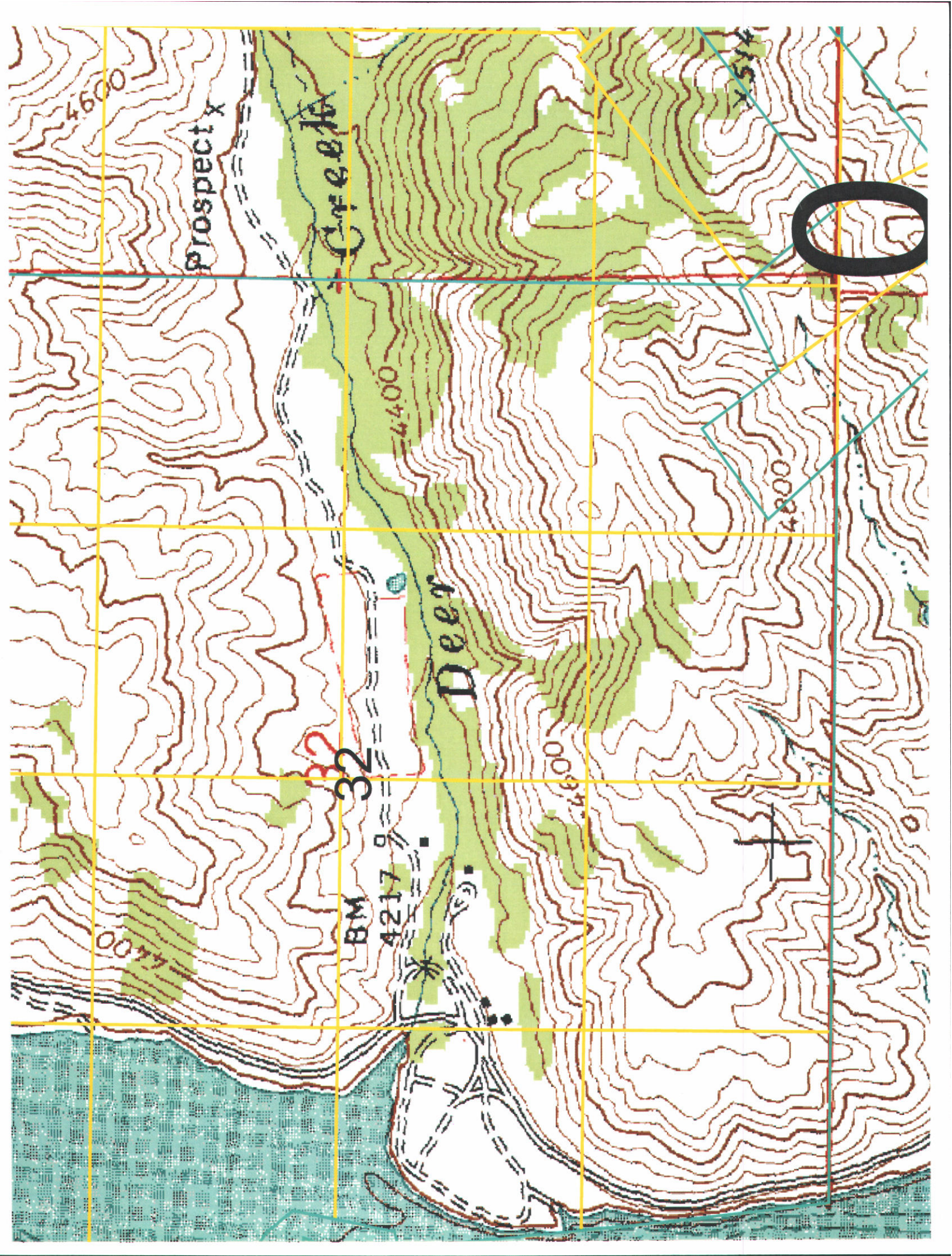
Water Resources Field Exam
July 23, 2001 Sue Bock
Claim Nos. 63-2236b, 63-24041-2



1st
manip
reading
downstream



2nd
manip
reading
downstream



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: A63-02336B
Date Received: 12/10/1990
Receipt No: C019098
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ROD DANIEL WESTON 208-342-5642
Address: 4801 HILLSIDE
BOISE ID 83703
2. Date of Priority: SEP 18, 1919
3. Source: DEER CREEK Trib. to: BOISE RIVER, SO. FK.
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	10E	33	SE	SW	NW		ELMORE

5. Description of diverting works:
OPEN DITCH W/HEADGATE, GRAVITY IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.300		

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

8. Total consumptive use is 37.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
02N	10E	32	NE	SE		IRR	5.0
			NW	SE		IRR	10.0
						Section Acres	15.0

10. Place of Use: Continued

Total Acres 15.0

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM IS FILED FOR THE ENTIRE 15 ACRES AND 15 INCHES AS ORIGINALLY LICENSED BY IDWR IN 1925. AN ADDITIONAL CLAIM WILL BE FILED FOR LANDS DEVELOPED AFTER THIS WATER RIGHT WAS LICENSED.

THE BASIS FOR WHICH WE CLAIM THE ENTIRE WATER RIGHT IS OUTLINED IN THE ATTACHED COPIES OF PURCHASE AGREEMENTS AND WARRENTY DEEDS.

HISTORY: LANDS ORIGINALLY DEVELOPED BY MCGUIRE KNOWN AS THE DEER CREEK RANCH. WERE PURCHASED BY CLAIMANTS IN 1953 EXCEPT FOR A PROPERTY KNOWN AS THE DEER CREEK LODGE AND THE FIVE ACRES ADJACENT TO THE LODGE.

MCGUIRE RETAINED 25 INCHES OF THE FLOW OF DEER CREEK FOR THE LODGE PROPERTY AT THE TIME OF THIS SALE SEE ATTACHEMENT NUMBERED 1. IN 1955 JOHNSTON'S PURCHASED THE LODGE PROPERTY AND THE RIGHTS TO THE 25 INCHES FROM DEER CREEK, ATTACHED TO THE LODGE PROPERTY. SEE ATTACHMENT NUMBERED 2.

AT THIS TIME JOHNSTON OWNED ALL PROPERTY WHICH HAD WATER RIGHTS FROM DEER CREEK.

IN 1966 JOHNSTON SOLD THE 5 ACRES AND THE LODGE TO DUFFY, RETAINING THE FIRST 150 INCHES FROM DEER CREEK AND GRANTING THE NEXT 25 INCHES FROM DEER CREEK TO THE OWNERS OF THE LODGE PROPERTY. THE RIGHT CONVEYED WAS GIVEN JUNIOR PROIORITY. SEE ATTACHMENTS NUMBERED 3 AND 4.

ATTACHMENT NUMBERED 5 WAS TO PURCHASE AN ADDITIONAL 1 ACRE ADJACENT TO THE LODGE PROPERTY, THIS PURCHASE AGREEMENT DOES NOT INCLUDE AN APPURTENANCES OR WATER RIGHT DESCRIPTIONS. THE WARRENTY DEED, ATTACHMENT NUMBERED 6, CONVEYS CLEAR TITLE TO THE PROPERTY (1 ACRE) AND GIVES NO RIGHT OF WAYS, DITCH RIGHTS OR EASEMENTS.

FOR THE RECORD JOHNSTON, WHO HAS OWNED THE PROPERTY KNOWN AS DEER CREEK RANCH CONTINUOUSLY SINCE 1953 HAS NEVER TRANSFERRED ANY DEVELOPED WATER RIGHT OFF THE RANCH PROPERTY ONTO THE PROPERTY KNOWN AS DEER CREEK LODGE.
OWNERSHIP CHANGED BY DB 8/5/98.

15. Basis of Claim: LICENSE

Water Right Number: 14298

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

RECEIVED

DEC 10 1990

Ident. Number: A63-02336B
Date Received: 12-10-90
Receipt No: C019098
Received By: B

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

Department of Water Resources

1. Name: DARLENE POZZOBON WESTON 208-378-1532
Address: 1908 WESTLAND DR.
BOISE, ID 83704
2. Date of Priority: SEP 18, 1919
3. Source: DEER CREEK Trib. to: BOISE RIVER, SO. FK.
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	10E	33	SE	SW	NW		ELMORE
5. Description of diverting works:
OPEN DITCH W/HEADGATE, GRAVITY IRRIGATION
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.300		
7. Total Quantity Appropriated is:
0.300 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 37.5 Acre Feet Per Annum.
9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	10E	32	NE	SE		IRR	5.0
			NW	SE		IRR	10.0

A63-02336B

Page 1

Date: 12/10/90

MICROFILMED

AUG 16 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	15.0
					Total Acres	15.0

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM IS FILED FOR THE ENTIRE 15 ACRES AND 15 INCHES AS ORIGINALLY LICENSED BY IDWR IN 1925. AN ADDITIONAL CLAIM WILL BE FILED FOR LANDS DEVELOPED AFTER THIS WATER RIGHT WAS LICENSED.

THE BASIS FOR WHICH WE CLAIM THE ENTIRE WATER RIGHT IS OUTLINED IN THE ATTACHED COPIES OF PURCHASE AGREEMENTS AND WARRENTY DEEDS.

HISTORY: LANDS ORIGINALLY DEVELOPED BY MCGUIRE KNOWN AS THE DEER CREEK RANCH. WERE PURCHASED BY CLAIMANTS IN 1953 EXCEPT FOR A PROPERTY KNOWN AS THE DEER CREEK LODGE AND THE FIVE ACRES ADJACENT TO THE LODGE.

MCGUIRE RETAINED 25 INCHES OF THE FLOW OF DEER CREEK FOR THE LODGE PROPERTY AT THE TIME OF THIS SALE SEE ATTACHMENT NUMBERED 1. IN 1955 JOHNSTON'S PURCHASED THE LODGE PROPERTY AND THE RIGHTS TO THE 25 INCHES FROM DEER CREEK, ATTACHED TO THE LODGE PROPERTY. SEE ATTACHMENT NUMBERED 2.

AT THIS TIME JOHNSTON OWNED ALL PROPERTY WHICH HAD WATER RIGHTS FROM DEER CREEK.

IN 1966 JOHNSTON SOLD THE 5 ACRES AND THE LODGE TO DUFFY, RETAINING THE FIRST 150 INCHES FROM DEER CREEK AND GRANTING THE NEXT 25 INCHES FROM DEER CREEK TO THE OWNERS OF THE LODGE PROPERTY. THE RIGHT CONVEYED WAS GIVEN JUNIOR PROIORITY. SEE ATTACHMENTS NUMBERED 3 AND 4.

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FOR THE RECORD JOHNSTON, WHO HAS OWNED THE PROPERTY KNOWN AS DEER CREEK RANCH CONTINUOUSLY SINCE 1953 HAS NEVER TRANSFERRED

14. Remarks: Continued

ANY DEVELOPED WATER RIGHT OFF THE RANCH PROPERTY ONTO THE
PROPERTY KNOWN AS DEER CREEK LODGE.

15. Basis of Claim: LICENSE

Water Right Number: 14298

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): Harlene Keston Date: 12-10-90

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 10th day
of December 19 90

Anne Baumhoff
Notary Public

Seal

Residing at Anne Baumhoff, Notary Public
Boise, Idaho
My Commission Expires December 7, 1994

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

RECEIVED

DEC 12 1997

RECEIVED

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

Department of Water Resources

JUL 31 1998

WATER RESOURCES
WESTERN REGION

1. Water Right Number(s) 63-02336

Adjudication Claim Number(s) A63-02336B, A63-22206, A63-24041, A63-24042

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

- ✓ A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
SEE ADDENDUM A.I. & A.II. AND
- ✓ B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
SEE ADDENDUM B OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) DARLENE POZZO WESTON

1908 WESTLAND DRIVE, BOISE 83704

④ New Owner/Claimant(s) ROD DANIEL WESTON

Name connector (Check one): [] AND, [] OR, [] AND/OR

New Mailing Address 4801 HILLSIDE

City, State and ZIP Code BOISE IDAHO 83703

New Telephone Number (208) 342-5642

⑤ Date you acquired the property NOVEMBER 6, 1992

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. NOT SPLITTING RIGHTS.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

⑦ Signature of New Owner/Claimant(s) Rod Weston Date 12-12-97

Date _____

8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

IDWR Southern Region, 222 Shoshone St. E., Twin Falls, ID 83301-6105 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

LOUIS H. COSHO
 BRIAN D. NICHOLAS
 COSHO, HUMPHREY, GREENER & WELSH, P.A.
 815 West Washington Street
 Boise, Idaho 83702
 Telephone: (208) 344-7811

Attorneys for Applicant

NO. **COPY**
 FILED
 A.M. P.M.

JUN 2 5 1992

J. DAVID NAVARRO, Clerk
 By LORRAINE SMITH
 DEPUTY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

In the Matter of the Estate of)

DARLENE MABEL WESTON,)

Deceased.)

3P-15087
 Case No.

LETTERS TESTAMENTARY

1. Rod Daniel Weston was duly appointed and qualified as Personal Representative of the estate of the above-named decedent by the Magistrate Acting as Registrar, with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

3. These letters are issued to evidence the appointment, qualification and authority of the said Personal Representative.

WITNESS My Signature and the Seal of this Court this 24
 day of June, 1992.

PATRICIA A. FLANAGAN

Magistrate

STATE OF IDAHO
 COUNTY OF ADA
 ss.

I, J. DAVID NAVARRO, CLERK OF THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 25 DAY OF June, 19 92

J. DAVID NAVARRO, CLERK

By Lorraine Smith DEPUTY

LETTERS TESTAMENTARY, P. 1
 BDN:cy Weston/LtrsTest 060292

PERSONAL REPRESENTATIVE'S DEED

THIS DEED is made by ROD DANIEL WESTON, as Personal Representative of the Estate of Darlene Mabel Weston, deceased, Grantor, to ROD DANIEL WESTON, a married man as his sole and separate property, Grantee, whose address is 4801 Hillside, Boise, Idaho 83703.

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Case No. 3P-15087 in the District Court of the Fourth Judicial District of the State of Idaho in and for the County of Ada; and

THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee decedent's interest in the following described real property in Elmore County, Idaho:

Lots One, Two, Three and Four of Section Four in Township One North, Range Ten East, Boise Meridian;

The northeast quarter, the east half of the northwest quarter, the north half of the southwest quarter and the north half of the southeast quarter and Lots One, Two and Three of Section Thirty-three in Township Two North, Range Ten East, Boise Meridian;

The south half of the northeast quarter, the north half of the southeast quarter, the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, but SAVING AND EXCEPTING and reserving the following-described portions thereof, to wit:

1. A tract of land containing sixteen acres, more or less, being a portion of the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, more particularly described in warranty deed executed by Louis E. McGuire and Hazel McGuire, his wife, to the United States of America and now recorded in the office of the County Recorder of Elmore County, Idaho, in Book 47 of Warranty Deeds at page 634, together with a perpetual easement described in said deed for roadway purposes.

2. Also saving and excepting and reserving twenty-five inches of continuous gravity flow of the

waters of Deer Creek for use upon the five acres of land hereby reserved and hereinafter described, together with a right-of-way over the above-described lands for the construction, maintenance and repair of a ditch or ditches in which to convey said water by gravity flow from Deer Creek to said five-acre tract.

3. Saving and excepting and reserving a five-acre tract of land situate in the southwest corner of the northeast quarter of the southwest quarter in Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, which said five-acre tract is described by metes and bounds as follows:

Beginning at the southwest corner of the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, and running thence north along the west boundary of said northeast quarter of the southwest quarter of said Section Thirty-two a distance of 466.6 feet; thence east at right angles to the first-described line a distance of 466.6 feet; thence south at right angles to the last-described line a distance of 466.6 feet to the south boundary line of said northeast quarter of the southwest quarter of Section Thirty-two; thence west along said south boundary line a distance of 466.6 feet to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and subject to all easements and rights of way of record or appearing on the land.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever.

DATED this 6 day of November, 1992.

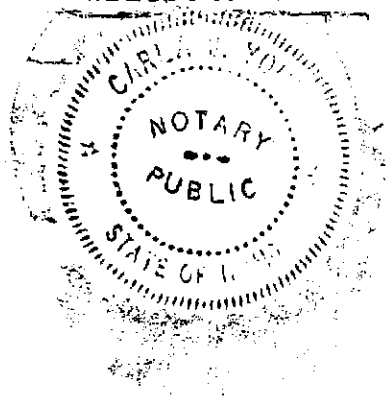


Rod Daniel Weston
Personal Representative of the Estate
of Darlene Mabel Weston

STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of November, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared ROD DANIEL WESTON, known to me to be the person whose name is subscribed to the within instrument as the Personal Representative of the Estate of Darlene Mabel Weston, and acknowledged to me that he executed the same as such Personal Representative.

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



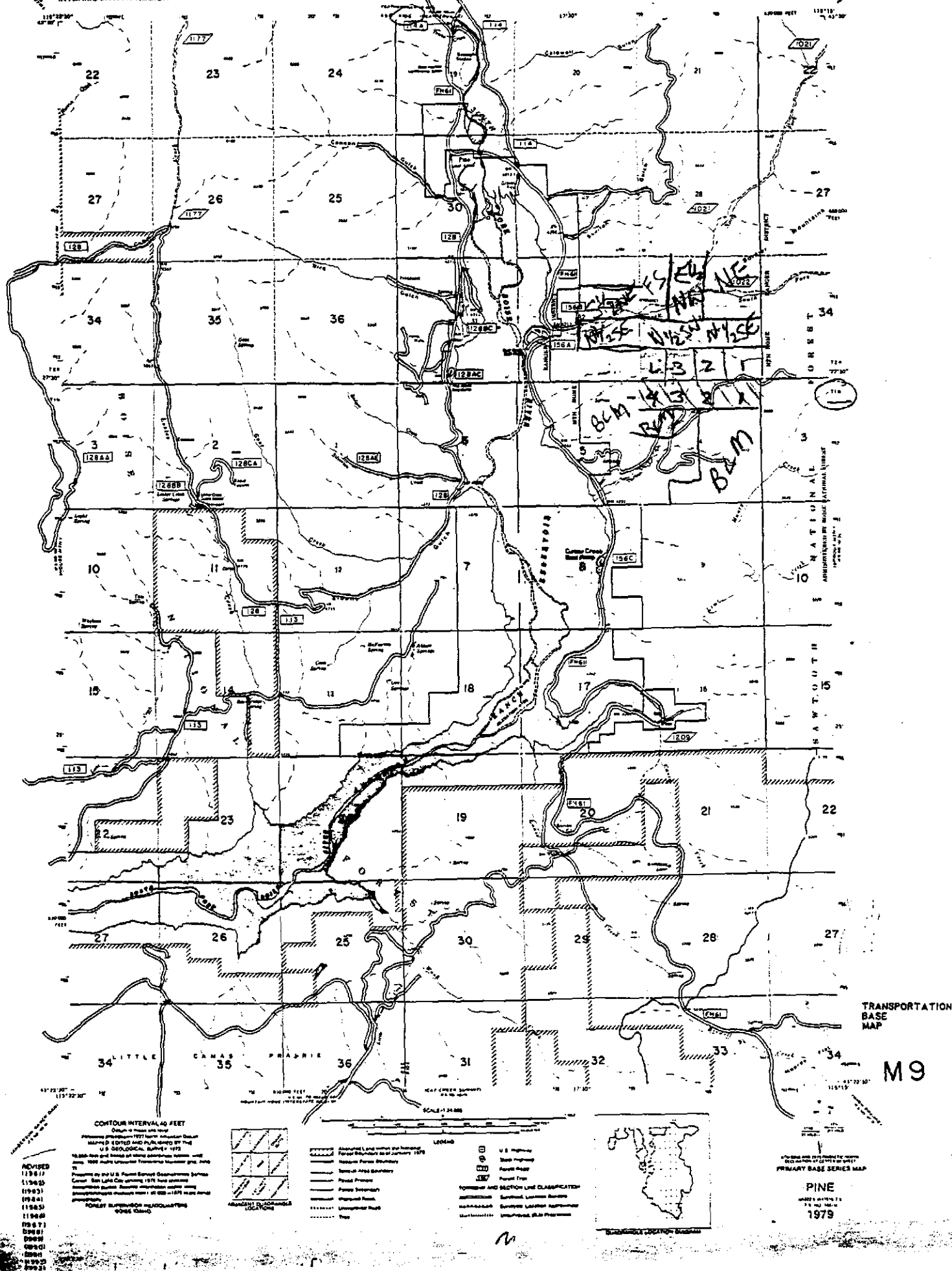
Carla J. Young
NOTARY PUBLIC FOR IDAHO
Residing at Bowen, Idaho
My commission expires: 11-30-93

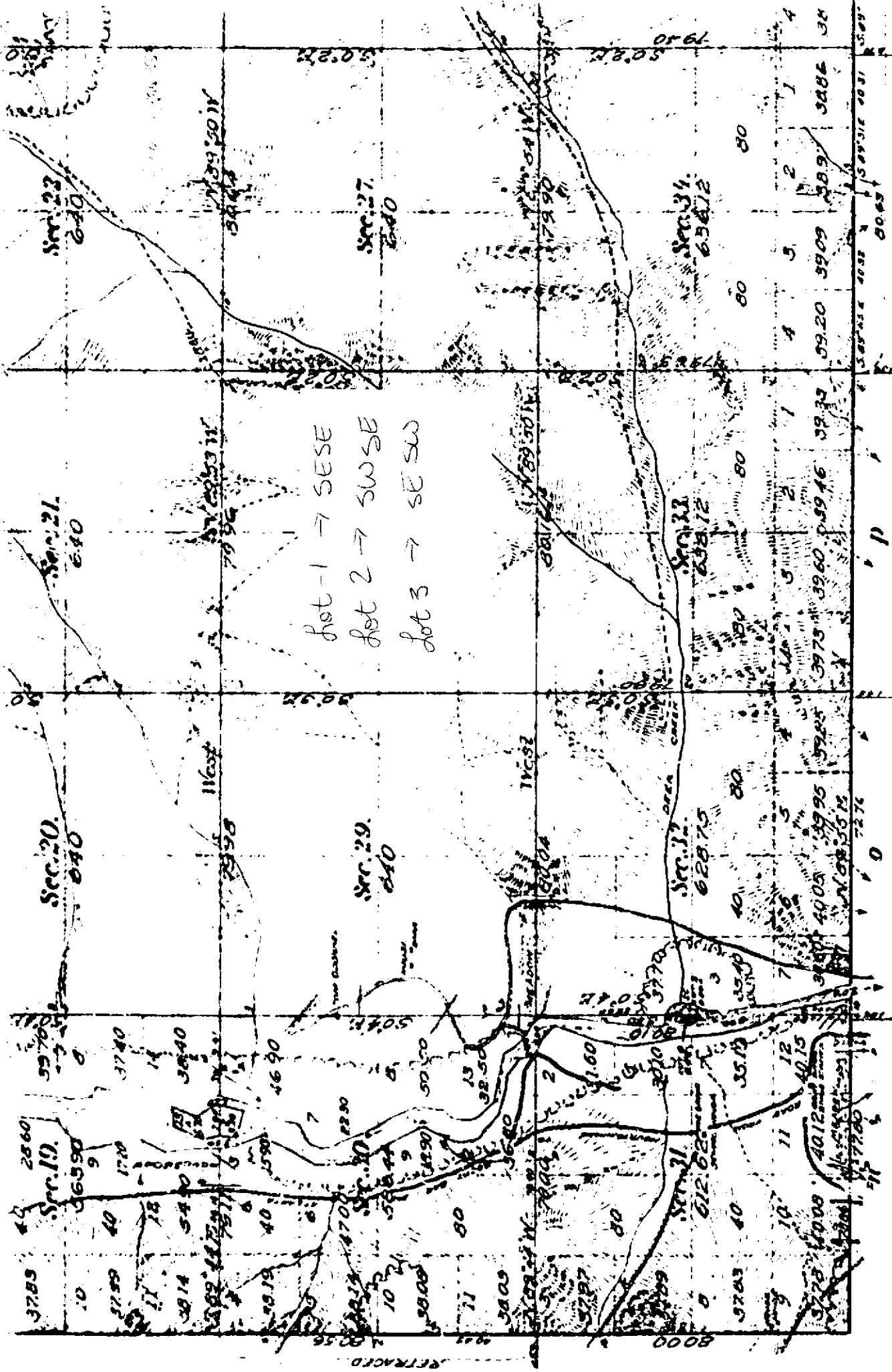
271358

ELMORE COUNTY, IDAHO, ss
Request of Cash, Humphrey, Treener, & Walsh
Time 10:58 A.M.
Date November 10, 1992
Book _____ of _____
Page **DOLORES ROBISON**
By Marta L. Becker
Deputy
Fee \$ 9.00

L

PINE QUADRANGLE
ELMORE COUNTY, IDAHO
BOISE MERIDIAN





9th Watersurface 29700A - of Public Land 22735 68A Total number of Acres 22972.76

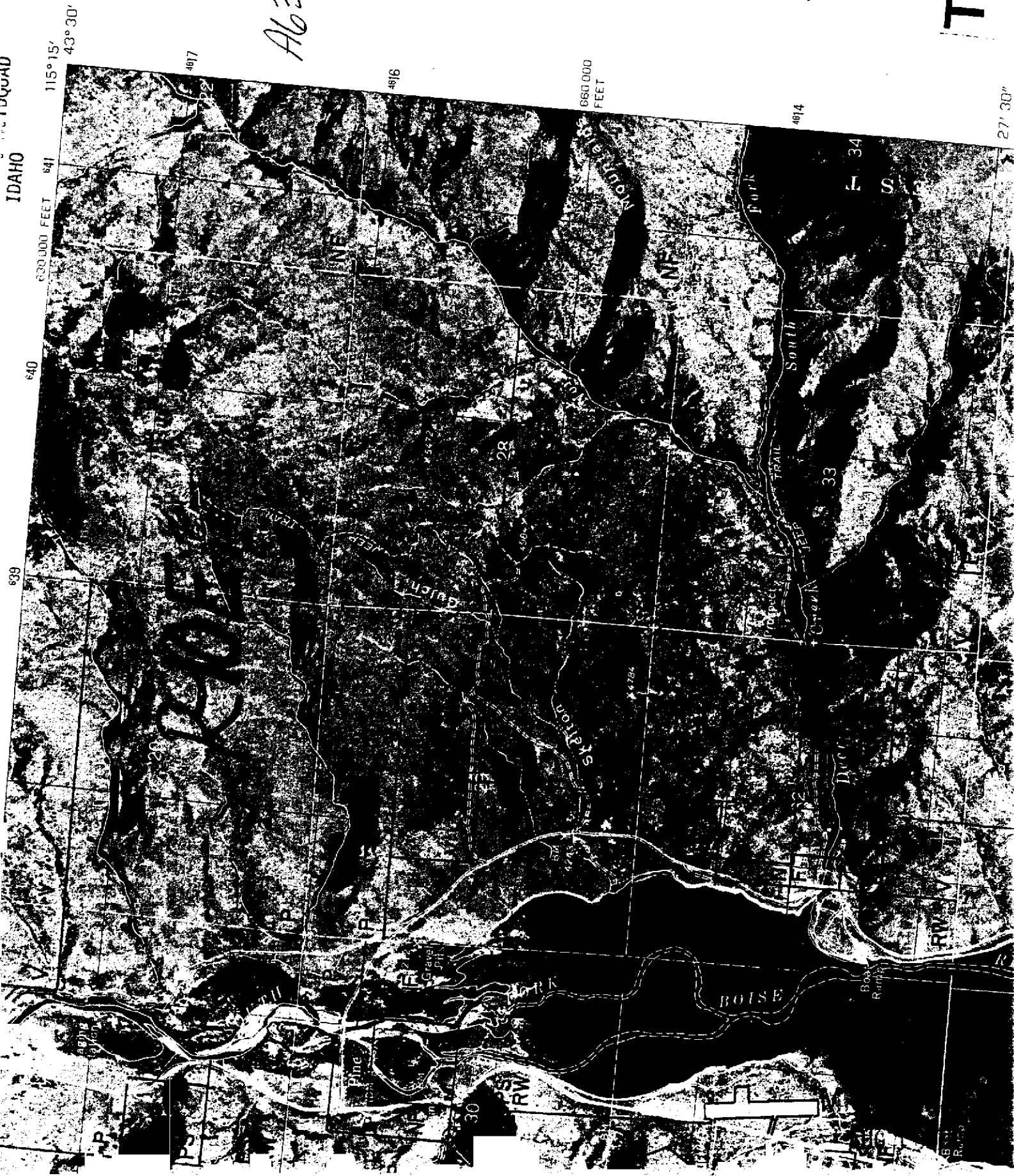
Area Designated	By Whom Surveyed	Date of Conturb	Amount of Surviving M. Ch. 1/4	When Surveyed	Mean Elevation
and E whship lines ubdivisions	Richardson and Kimmel William Alley and David B. Wickersham	162 May 14, 1894 254 June 11, 1904	58 77 80 59 73 13	June 4 - 9, 1894 Aug. 24 Sept 13, 1904	2N 10E S-33 lots 1-2-3

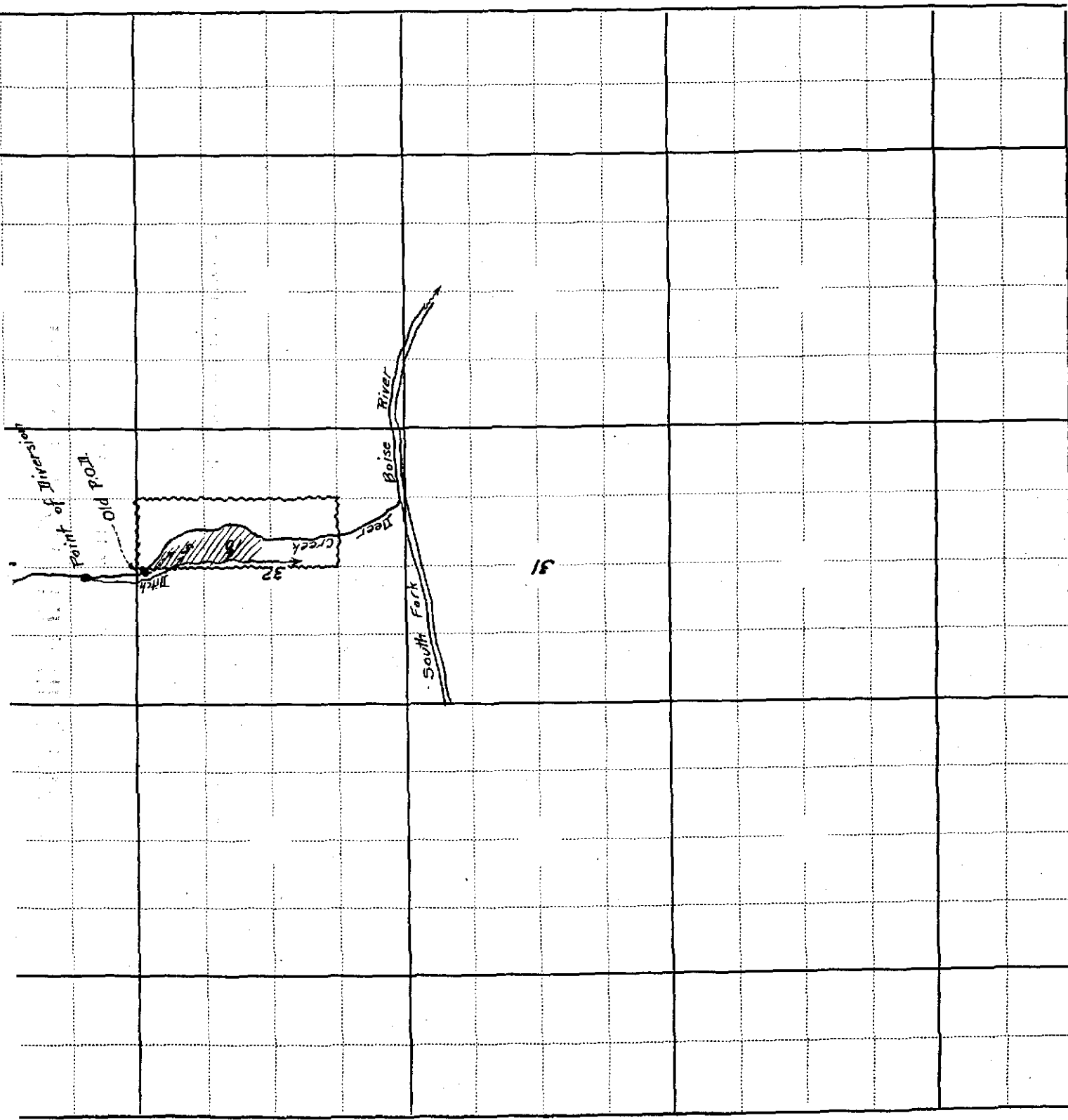
IDAHO
T 641 115° 15' 43° 30'

A63-02336B

210

T2N





SCALE: 2 INCHES EQUALS 1 MILE. DRAW MAP IN INK.

MICROFILMED
AUG 16 1982

Johnston Purchased Deer Creek Ranch
McGuire retained Deer Creek Lodge + 5 ac
and kept 25" Deer Creek water

203-WARRANTY DEED

THIS INSTRUMENT, Made this 1st day of July in the year of our Lord one thousand nine hundred and fifty-three, between LOUIS E. McGUIRE and HAZEL McGUIRE, husband and wife, of the County of Elmore, State of Idaho, the parties of the first part, and E. C. JOHNSTON of Boise, County of Ada, State of Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten and no/100 DOLLARS, lawful money of the United States of America, and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Elmore, State of Idaho, to-wit:

Lots One, Two, Three and Four of Section Four, in Township One North, Range Ten East, Boise Meridian;

The northeast quarter, the east half of the northwest quarter, the north half of the southwest quarter and the north half of the southeast quarter and Lots One, Two and Three of Section Thirty-three in Township Two North, Range Ten East, Boise Meridian;

The south half of the northeast quarter, the north half of the southeast quarter, the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, but SAVING and EXCEPTING and RESERVING the following described portions thereof, to-wit:

- (1) A tract of land containing sixteen acres, more or less, being a portion of the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, more particularly described in Warranty deed executed by Louis E. McGuire and Hazel McGuire, his wife, to the United States of America and now recorded in the office of the County Recorder of Elmore County, Idaho, in Book 47 of Warranty Deeds at page 634, together with a perpetual easement described in said deed for roadway purposes.
- (2) Also SAVING and EXCEPTING and RESERVING unto the sellers twenty-five inches of continuous gravity flow of the waters of Deer Creek for use upon the five acres of land hereby reserved by the sellers, and hereinafter described, together with a right of way over the above described lands for the construction, maintenance and repair of a ditch or ditches in which to convey said water by gravity flow from Deer Creek to the said five-acre tract.
- (3) SAVING and EXCEPTING and RESERVING unto the sellers a five-acre tract of land situate in the southwest corner of the northeast quarter of the southwest quarter in Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, which said five acre tract is described by metes and bounds as follows:
Beginning at the southwest corner of the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, and running thence north along the west boundary of said northeast quarter of the southwest quarter of said Section Thirty-two a distance of 146.6 feet; thence east at right angles to the first described line a distance of 166.6 feet; thence south at right angles to the last described line a distance of 166.6 feet to the south boundary line of said northeast quarter of the southwest quarter of said Section Thirty-two; thence west along said south boundary line a distance of 166.6 feet to the point of beginning.

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 parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their 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.

§22.2) Revenue Stamp Attached and Cancelled

IN WITNESS WHEREOF, The said parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in the Presence Of)

Louis E. McGuire (Seal)
Hazel McGuire (Seal)

STATE OF IDAHO } ss.
County of Elmore }

On this 1st day of August in the year 1953, before me two undersigned, a Notary Public in and for said State, personally appeared Louis E. McGuire and Hazel McGuire, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

NOTARY SEAL

Salome McMillan
Notary Public for the State of Idaho
Residing at Elm. Falls, Idaho

STATE OF IDAHO } ss.
County of Elmore }

I hereby certify that this instrument was filed for record at request of E. C. Johnston at 10 minutes past 10 o'clock A.M., this 13 day of April, A.D. 1959 in my office, and duly recorded in Book 51 of Warranty Deeds at page 459

Fee, \$1.50

Harold E. Fletcher, Not-Office Recorder
By M. Postema, Deputy

Johnston owns water rights
for Ranch only -

THIS INDENTURE, Made this 10th day of December, in the year of our Lord one thousand nine hundred and fifty-five, between LOUIS E. McGUIRE and HAZEL McGUIRE, husband and wife, of Mountain Home, County of Elmore, State of Idaho, the parties of the first part, and E. C. JOHNSTON of Boise, County of Ada, State of Idaho, the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten and no/100 ----- DOLLARS, and other valuable consideration lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, he ve granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the State of Idaho, to-wit:

A five acre tract of land situate in the southwest corner of the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, bounded as follows:

Beginning at the southwest corner of the northeast quarter of the southwest quarter of Section Thirty-two, Township Two North, Range Ten East, Boise Meridian, and running thence north along the west boundary of said northeast quarter of the southwest quarter of said Section Thirty-two a distance of 466.6 feet; thence east at right angles to the first described line a distance of 466.6 feet; thence south at right angles to the last described line a distance of 466.6 feet to the south boundary line of said northeast quarter of the southwest quarter of said Section Thirty-two; thence west along said south boundary line a distance of 466.6 feet to the point of beginning;

\$8.00 Revenue Stamp
attached & cancelled.

Including all water rights and ditch rights appurtenant to said land, and,

Together, with all and singular the tenements, hereditaments and appurtenances thereto 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 party of the second part, and to his heirs and assigns forever, and the said party of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and their 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.

IN WITNESS WHEREOF, The said parties of the first part do hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in

Presence of

Louis E. McGuire
Hazel McGuire

(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO

County of Elmore

On this 10th day of December, in the year 1955, before me, a Notary Public in and for said State, personally appeared Louis E. McGuire and Hazel McGuire, husband and wife,

known to me to be the persons and acknowledged to me that they executed the above

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

(SEAL)

NOTARY SEAL

Edna McPhilly
Notary Public for the State of Idaho,
Residing at St. Paul, Idaho

STATE OF IDAHO

County of Elmore

I hereby certify that this instrument was filed for record at the County Clerk's Office, Boise, Idaho, on the 10th day of December, A.D. 1955.

In my office, and duly recorded in Book 14 of Warranty Deeds at Boise, Idaho, page 111.

Page 11-12

Johnston purchased Deer Creek Lodge
→ resulting in making both Ranch and
Lodge one property - one owner

AGREEMENT FOR SALE OF REAL AND PERSONAL PROPERTY

PARTIES:

LOUIS E. McGUIRE and HAZEL
McGUIRE, husband and wife,

Sellers,

And

E. C. JOHNSTON,

Buyer.

SUBJECT:

DEER CREEK LODGE

THIS AGREEMENT, made and entered into this 10th day of
December, 1955, by and between LOUIS E. McGUIRE and HAZEL McGUIRE,
husband and wife, both of Elmore County, Idaho, hereinafter desig-
nated as the sellers, and E. C. JOHNSTON of Boise, Idaho, herein-
after designated as the buyer;

WITNESSETH: That for and in consideration of the sum of
\$8,000.00, to be paid as hereinafter specified, and in considera-
tion of the covenants and agreements herein contained, the sellers
hereby agree to sell and convey and the buyer hereby agrees to buy
the following described real and personal property, situate in the
County of Elmore, State of Idaho, and particularly described as
follows:

REAL PROPERTY, described as follows:

A five acre tract of land situate in the south-
west corner of the northeast quarter of the south-
west quarter of Section Thirty-two, Township Two
North, Range Ten East, Boise Meridian, bounded as
follows:

Beginning at the southwest corner of the
northeast quarter of the southwest quarter
of Section Thirty-two, Township Two North,
Range Ten East, Boise Meridian, and running
thence north along the west boundary of said
northeast quarter of the southwest quarter
of said Section Thirty-two a distance of
466.6 feet; thence east at right angles to
the first described line a distance of 466.6
feet; thence south at right angles to the
last described line a distance of 466.6 feet
to the south boundary line of said northeast
quarter of the southwest quarter of said Sec-
tion Thirty-two; thence west along said south
boundary line a distance of 466.6 feet to the
point of beginning.

Johnston owns all water Rights

#2

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water rights and ditch rights appurtenant to said land.

PERSONAL PROPERTY, described as follows:

All furniture, fixtures, equipment, stock in trade and other miscellaneous supplies owned by the sellers for use in connection with that certain business known as the Deer Creek Lodge, heretofore operated by the sellers upon the real property above described, but SAVING and EXCEPTING and RESERVING unto the sellers all accounts receivable of said business; that said furniture, fixtures and equipment are more particularly described on the schedule attached hereto, marked "Exhibit A" and by this reference made a part hereof.

1. PURCHASE PRICE. The buyer, in consideration of the premises agrees to pay to the sellers for said property the said sum of \$8,000.00 at the times and in amounts as follows:

The sum of \$2,000.00 upon the 5th day of January, 1956;

The sum of \$2,000.00 upon the 5th day of January, 1957, and the sum of \$2,000.00 upon the 5th day of January of each and every year thereafter until said purchase price has been paid in full. The buyer shall not have the right to prepay any of said annual installments without first obtaining the written consent of the sellers.

2. INTEREST. The deferred balance of said purchase price to be paid hereunder shall bear no interest from the date hereof until due and payable, but if any annual installment of said purchase price is not paid when due, then the delinquent installment shall bear interest from the due date until paid at the rate of six per cent per annum.

3. TAXES. The sellers agree to pay and discharge all unpaid taxes and assessments levied or assessed against said property for the year 1955 and all previous years. The buyer shall pay all taxes or assessments levied or assessed against said property for the year 1956 and all subsequent years. If the buyer fails to pay the taxes or assessments herein agreed by him to be paid before the same become delinquent, the sellers may declare the buyer in default under the terms of this agreement, after notice as hereinafter mentioned,

or may at their option make any payment deemed by the sellers to be necessary to protect the title to the property herein sold and any such payment made by the sellers shall be considered as a portion of the unpaid purchase price and shall bear interest at the rate of six per cent per annum from the date of payment until repaid by the buyer and the buyer agrees to repay the same upon demand.

4. POSSESSION. The buyer shall be entitled to the possession of said property upon the execution of this agreement and may continue in possession of said property so long as he complies with the terms of this agreement. Any buildings or improvements placed upon said property by the buyer shall become a part of said property and are not to be removed.

5. WASTE. The buyer covenants to commit no waste upon said premises and to permit no waste to be committed by others and further covenants to keep said premises free and clear of all mechanics' liens, materialmen's liens and all other liens of every kind or nature whatsoever, save and except current taxes.

6. CARE OF PROPERTY. The buyer agrees to keep up and maintain said property in as good a condition as the same now is, natural wear and tear from the ordinary use thereof excepted.

7. UTILITIES. It is understood that electric power for use upon said premises is furnished by Prairie Power Coop. and that the sellers have heretofore executed a guarantee to pay a minimum monthly power bill. The buyer hereby assumes the sellers' obligations under said guarantee and agrees to pay all power bills hereafter incurred for use of electric power upon said property.

8. ESCROW OF DEED AND BILL OF SALE. The sellers agree coincident with the execution of this agreement to place in escrow with First Security Bank of Idaho, National Association, at Mountain Home, Idaho, a good and sufficient warranty deed executed by the sellers and conveying to the buyers the above described real property, and at the same time the sellers shall deposit with said escrow holder a good and sufficient bill of sale executed by the sellers and conveying to the buyers the above described personal property. Said escrow

holder shall be and is hereby authorized and directed to deliver said warranty deed and bill of sale to the buyer upon his depositing in said bank to the credit of the sellers the deferred payments of purchase price above mentioned, together with interest, at the times specified above, and upon a compliance with the other terms and conditions hereof; otherwise, said deed and bill of sale shall be returned to the sellers. An executed copy of this agreement shall be deposited with said bank as escrow holder and shall be directions and instructions to it with reference to the terms and conditions of this agreement.

9. ESCROW FEES. All escrow fees of said bank shall be paid one-half by the sellers and one-half by the buyer.

10. REVENUE STAMPS. The sellers agree to affix to said warranty deed the necessary federal revenue stamps, prior to the delivery thereof to the buyer, after payment of said purchase price, and in the event the sellers shall fail to do so, then the escrow holder is hereby authorized and directed to place said revenue stamps upon said deed and to charge the cost thereof to the account of the sellers.

11. AGREEMENT NOT TO BE RECORDED. Neither this agreement nor any paper nor affidavit in any way or manner referring hereto shall be filed for record by the buyer in the office of the County Recorder of Elmore County, Idaho, without first obtaining the written consent of the sellers.

12. BULK SALES STATEMENT. Coincident with the execution of this agreement the sellers shall execute and deliver to the buyer a bulk sales statement in accordance with Idaho law, pertaining to the sale in bulk of a business.

13. REMEDIES FOR DEFAULT. Time is agreed to be of the essence of said payments and of this agreement and of any subsequent agreement in relation hereto, and full performance by the buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder. In the event the buyer fails to

comply with any of the terms hereof, then the sellers, either personally or through said escrow holder, shall give the buyer sixty days notice in writing specifying wherein the buyer has failed to comply with the terms of this agreement and which said notice shall be delivered to the buyer personally or shall be sent to him by registered mail, addressed to him at 1603 Chrisway Drive, in Boise, Idaho, or at such other place as the buyer may have previously designated in writing, if his residence address should hereafter be changed. If the buyer fails to correct such default within said sixty day period, then the sellers may at their option exercise any of the following remedies, to-wit:

(a) Declare the whole unpaid balance of said purchase price and all advancements theretofore made, if any, immediately due and payable and proceed at once to recover the same, or,

(b) Declare a forfeiture of all of the rights of the buyer under this agreement and of all of his interest in and to said real and personal property, and the sellers may thereupon take immediate possession of said property, retaining all sums theretofore paid by the buyer under this contract as the reasonable value of the use and occupation of said property during the time that possession of the same is retained by the buyer under this agreement, or,

(c) Bring an action in equity or at law for specific performance with damages.

14. ATTORNEY'S FEES. In the event it becomes necessary for either of the parties hereto to place this contract in the hands of an attorney for enforcement of their rights hereunder, or to institute suit for enforcement of their rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorney's fee incurred by the party not in default hereunder, in addition to the other damages allowed by law.

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

Salome M. Kelly
Notary Public for Idaho
Residing at Mt Home,
Idaho.

15. HEIRS AND ASSIGNS. The terms and conditions of this agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year in this agreement first above written.

Louis E. McGuire

Hazel McGuire
Sellers

E. C. Johnston
Buyer

STATE OF IDAHO, }
COUNTY OF ELMORE, } ss.

On this 4th day of January, in the year 1958, before me, the undersigned, a Notary Public in and for said State, personally appeared Louis E. McGuire and Hazel McGuire, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Salem McNeilly
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

STATE OF IDAHO, }
COUNTY OF Elmore, } ss.

On this 4th day of January, in the year 1958, before me, the undersigned, a Notary Public in and for said State, personally appeared E. C. Johnston, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Estate file

SEP 12 1973

McKee & Harwood

AGREEMENT OF SALE OF REAL AND PERSONAL PROPERTY

Between E. CLAYTON JOHNSTON and
MADEL A. JOHNSTON, husband and
wife,

Sellers,

and

DAN H. DUFFY and DORIS DUFFY,
husband and wife,

Buyers.

THIS AGREEMENT, Made this 12 day of March, ~~1973~~ by and
between E. Clayton Johnston and Mabel A. Johnston, husband and
wife, hereinafter referred to as "Sellers", and Dan H. Duffy and
Doris Duffy, husband and wife, hereinafter referred to as Buyers,

W I T N E S S E T H :

That Sellers are the owners of that certain real estate and
personal property hereinafter described, located in Elmore County,
Idaho, and

That Sellers, for and in consideration of the covenants and
agreements herein contained, do hereby agree to sell and convey
to Buyers and Buyers agree to purchase, subject to the terms and
conditions herein set forth, the said real estate and personal prop-
erty, hereafter more particularly described.

The real and personal property which are the subject of this
are described as follows:

REAL PROPERTY:

A 5 acre tract of land in the NE1/4SW1/4, Section 32,
Township 2 North, Range 10 East, B.M., more par-
ticularly described as follows:

Beginning at the North Quarter corner of Section
5, Township 1 North, Range 10 East, B.M., which
is a brass cap marked "T₁ - S.5 T1N-R10E":

-1-

See pg 3
Re: water rights

#3

Johnston sells to Duffy
for Lodge 25" junior to
his 150" from Deer Creek
No easement given in Deed

Thence South 89°56' West a distance of 1230.6 feet to the west boundary line of SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 0°5' East a distance of 1320 feet to the southwest corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 32, Township 2 North, Range 10 East, B.M., the true point of beginning;

Thence North 0°5' East a distance of 660 feet to a point on the county road;

Thence North 89°56' East a distance of 330 feet to a pin;

Thence South 0°5' West a distance of 660 feet to a pin;

Thence South 89°56' West a distance of 330 feet to the point of beginning; containing 5.0 acres.

PERSONAL PROPERTY:

Furniture, fixtures and equipment located on the above described premises and more particularly described in the list attached hereto marked Exhibit A and made a part hereof as full; as if set out at length herein.

The good will and trade name, "Dear Creek Lodge", used in connection with the business operated on said premises.

REAL PROPERTY DESCRIPTION. It is the intent of the parties that the real property above described shall be adjacent and contiguous to the property owned by the United States of America, which borders it on the West, and if any subsequent or different survey of the above described property shall indicate that said property does not extend to and about the said government property, the intent of the parties shall control and the purchaser shall be deemed to have purchased to the government property which lies to the West of the above described property.

PURCHASE PRICE. The purchase price to be paid by Buyers to Sellers shall be the sum of \$15,000.00, being \$14,500.00 for the real property above described and the sum of \$500.00 for the fur-

niture, fixtures and equipment listed on Exhibit A. Said purchase price shall be paid as follows:

a. The sum of \$3,000.00 as a down payment, the receipt whereof is hereby acknowledged by Sellers.

b. The remaining balance in the amount of \$12,000.00, together at the rate of 6% per annum from March 1, 1966, with interest thereon, or on so much thereof as shall remain from time to time unpaid, shall be paid as follows:

1. \$2,000.00 together with accrued interest on March 1, 1967.
2. \$2,000.00 together with accrued interest on March 1, 1968.
3. \$1,000.00 together with accrued interest on March 1, 1969, and a like sum on the first day of March each and every year thereafter until the entire sum of principal and interest shall have been paid in full.

Buyers may prepay all or any part of the purchase price at any time and without penalty.

All payments shall be made to Idaho First National Bank, Mountain Home, Idaho, which is hereby designated as the escrow holder hereunder.

WATER RIGHTS It is understood and agreed that the Sellers are owners of certain water rights in the waters of Deer Creek, which runs in the vicinity of the above described property. Sellers hereby specifically retain for their own use on lands owned and retained by them, the first 150 miner's inches of said water and the parties agree that the Buyers shall have the next 25 inches of water from of said Deer Creek. PROVIDED, HOWEVER, that Sellers do hereby guarantee that Buyers shall, for the years 1966 and 1967, have the use of 25 inches of water from said Deer Creek,

AKA Deer Creek
ledge

* water allocated to Saciguen junior priority By this deed relative to property known as "Deer Creek Ranch" owned by Johnston.

regardless of priority, so long as there is sufficient water in said Creek to furnish said 25 inches.

DATE OF POSSESSION. Buyers shall have possession of the premises and property on the date hereof and shall remain in possession so long as they are not in default under the terms hereof.

TAXES. Sellers agree to pay the ad valorem taxes on said property for the year 1965 and all prior years and Buyers shall pay the ad valorem taxes thereon for the year 1966 and all subsequent years. Buyers further agree to pay, in addition to the purchase above set forth, the Idaho State Sales Tax on the items of personal property listed on Exhibit A. If the Buyers fail to pay the ad valorem taxes herein agreed by them to be paid before the same go delinquent, the Sellers may declare the Buyers in default under the terms of this Agreement or may at their option make any payment deemed by them to be necessary to protect the title to the property herein sold, and any such payment made by the Sellers shall be considered as a portion of the purchase price hereunder and shall bear interest at the rate of 6% per annum from date of payment until paid by the Buyers, and the Buyers agree to repay the same upon demand.

EULK SALES LAW. Sellers shall prepare, execute and deliver to Buyers, an Affidavit in compliance with the Eulk Sales Law of the State of Idaho.

INSURANCE. Buyers agree to carry fire insurance during the lifetime of this Agreement on the tavern building only, in a sum not less than \$5,000.00, and the policy or policies of fire insurance shall provide for the payment of losses to the parties hereto as their interest may appear at the time of such loss.

USE OF THE PREMISES. The Buyers covenant to commit no waste upon the premises and to permit no waste to be committed by others,

and further covenant to keep said premises free and clear of all mechanic's liens and materialman's liens and all other liens of every kind or nature whatsoever, save and except current taxes. Any buildings or improvements that are placed upon the premises by the Buyers shall become a part of the realty and shall not be removed therefrom, and in the event of a forfeiture under this Contract as hereinafter set forth, the same shall become the property of the Sellers. Buyers may use said premises and property for the operation of a restaurant and tavern business and may sell beer or alcoholic beverages on the premises, but Buyers shall be responsible for obtaining any and all licenses in connection therewith. Buyers may further use the premises for any other lawful purpose.

CARE OF THE PROPERTY. Buyers agree to keep up and maintain said property in as good condition as the same now is, natural wear and tear from the ordinary use thereof excepted, and in the event the items of personal property listed on Exhibit A, or any of them, become lost, destroyed or worn out, Buyers shall replace such items with items of equal quality.

UTILITIES. Buyers shall pay all utilities in connection with the premises and specifically shall pay Prairie Power Coop. for electrical power furnished. The Buyers hereby assume any and all obligation of the Sellers to said Prairie Power Coop. to pay a minimum monthly power bill.

ESCROW. Concurrently with the execution of this Agreement; the Sellers shall execute a good and sufficient warranty deed conveying the above described real property to the Buyers free and clear of all liens and encumbrances except current taxes, and the Sellers shall at the same time execute a good and sufficient Bill of Sale conveying all the fixtures, furniture and equipment des-

cribed in Exhibit A to the Buyers free and clear of all liens and encumbrances, which said warranty deed and Bill of Sale, together with the fire insurance policy hereinabove mentioned shall be deposited with the Idaho First National Bank, Mountain Home, Idaho, which is hereby designated by the parties to be the escrow holder hereunder. Said Bank as escrow holder is hereby authorized and directed to deliver said instruments to the Buyers upon their depositing in said Bank to the credit of the Sellers the deferred payments of the purchase price above mentioned, together with interest, and upon a compliance with the other terms and conditions hereof; otherwise, all of said escrowed instruments shall be delivered by said escrow holder to the Sellers. An executed copy of this Agreement shall be deposited with the said escrow holder and shall constitute directions and instructions to said Bank with reference to the terms and conditions hereof.

ESCROW FEES. All escrow fees of said Bank shall be paid one-half by the Sellers and one-half by the Buyers.

REVENUE STAMPS. The Sellers agree to affix to said warranty deed the necessary Federal Revenue Stamps, prior to the delivery thereof to the Buyers after payment of said purchase price, and in the event the Sellers shall fail to do so then the escrow holder is hereby authorized and directed to place said revenue stamps upon said deed and charge the costs thereof to the account of the Sellers.

AGREEMENT NOT TO BE RECORDED. Neither this Agreement nor any paper nor affidavit in any way or manner referring hereto, shall be filed for record by the Buyers in the office of the county recorder of Blaine County, Idaho, without first obtaining the written consent of the Sellers.

BULK SALES AFFIDAVIT. Coincident with the execution of this Agreement the Sellers shall execute and deliver to the Buyers the Bulk Sales Statement in accordance with Idaho Law pertaining to sale in bulk of a business.

REMEDIES FOR DEFAULT. Time is agreed to be of the essence of said payments and of this Agreement and of any subsequent agreement in relation hereto, and full performance by the Buyers of all their obligations hereunder are and shall be a condition precedent to their right to a conveyance hereunder. In the event Buyers fail to comply with any of the terms hereof, then the Sellers, either personally or through said escrow holder, shall give the Buyers sixty days notice in writing specifying wherein the Buyers have failed to comply with the terms of this Agreement, which said notice shall be delivered to the Buyers personally or shall be sent to them by registered mail, addressed to them at Mountain Home, Idaho, or at such other place as the Buyers may have previously designated in writing. If the Buyers fail to correct such default within said sixty day period, then the Sellers may at their option exercise any of the following remedies, to-wit:

(a) Declare the whole unpaid balance of said purchase price and all advancements theretofore made, if any, immediately due and payable and proceed at once to recover the same, or,

(b) Declare a forfeiture of all of the rights of the Buyers under this Agreement and of all their interest in and to said real and personal property, and the Sellers may thereupon take immediate possession of said property, retaining all sums theretofore paid by the Buyers under this Contract as the reasonable value of the use and occupancy of said property during the time that possession of the same is retained by the Buyers under this Agreement, or,

(c) Bring an action in equity or at law for specific performance with damages.

TITLE INSURANCE. When the Buyers have fully performed this Contract, the Sellers shall, at their own expense, obtain a policy of title insurance insuring the title to the real property above described in the amount of \$14,500.00. Such policy shall insure the title free and clear of all liens and encumbrances, except current taxes.

ATTORNEYS' FEES. In the event it becomes necessary for either of the parties hereto to place this Contract in the hands of an attorney for enforcement of their rights hereunder, or to institute suit for enforcement of their rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorneys' fees incurred by the party not in default hereunder, in addition to the other damages allowed by law.

HEIRS AND ASSIGNS. The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year in this Agreement first above written.

E. Clayton Johnston

Mabel A. Johnston

SELLERS

Dan H. Duffy

Doris Duffy

BUYERS

STATE OF IDAHO)
) ss.
County of Elmore)

On this 1st day of March, in the year 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared E. CLAYTON JOHNSTON and MABEL A. JOHNSTON, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

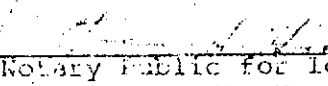


Notary Public for Idaho
Residing at Mt. Home, Idaho
My comm. expires: 4/19/69

STATE OF IDAHO)
) ss.
County of Elmore)

On this 1st day of March, in the year 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared DAN H. DUFFY and DORIS DUFFY, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at Mt. Home, Idaho
My comm. expires: 4/19/69

Same as Property Sale

agreement dated

3/1/66

REVENUE STAMPS

Beginning at the North Quarter corner of Section 5, Township 1 North, Range 10 East, S.M., which is a brass cup marked "T₁ - S.5 T1N-R10E":

Thence North 0°5' East a distance of 1320 feet to the southwest corner of NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 32, Township 2 North, Range 10 East, B.M., the true point of beginning;

Thence North 89°56' East a distance of 330 feet to a pin:

Thence South 89°56' West a distance of 330 feet to the point of beginning; containing 5.0 acres.

and that they will warrant and defend the same from all lawful claims whatsoever.

C. Johnston
Marcel A. Johnston

STATE OF IOWA
COUNTY OF _____
I, _____, Clerk of said County,
do hereby certify that _____
is the registered owner of _____
of _____
and _____
the _____
to _____
on _____
at _____
this _____ day of _____, 19____.

[Signature]
Director, Bureau

Pay _____
 Face \$1.00
 Mill tax

(#3)

INSTRUMENT No. 134929

QUITCLAIM DEED

For Value Received DANIEL H. DUFFY and DORIS G. DUFFY, husband and wife

do hereby convey, release, remise and forever quit claim

unto DEER CREEK RESORT, INC.

the following described premises, to-wit:

Tax #1, Section 30, Township 3 South, Range 7 East, commencing 30 feet East and 218 feet North of the Southwest corner of Lot 2, Section 30, Township 3 South, Range 6 East, thence North 57.5 feet, thence East 180 feet, thence South 57.5 feet, thence West 180 feet to the point of beginning.

Tax #1, Section 32, Township 2 North, Range 10 East, commencing at the quarter common to Section 3, Township 10 East and Section 32, Township 2 North, Range 10 East of the Boise Meridian. Thence South 89°56' West 1230.6 feet, thence North 0°05' East 1320 feet to the Southwest corner of the NE¼SW¼ of said Section 32, the real point of beginning, thence North 0°05' East 660 feet, thence North 89°56' East 330 feet, thence South 0°05' West 660 feet, thence South 89°56' West 330 feet to the point of beginning.

The West Half of the Southwest Quarter (W½SW¼) of Section 16, Township 4 South, Range 6 East, Boise Meridian, Elmore County, Idaho.

Lots 1, 2, 3 and 4 and the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section 16, and the North Half of the Southeast Quarter (N½SE¼) of the Southeast Quarter (SE¼) of Section 7, and the Southwest Quarter (SW¼) of Section 8, Township 3 South, Range 7 East, Boise Meridian.

REVENUE STAMPS

together with their appurtenances.

Dated December 4, 1967

Daniel H. Duffy

Doris G. Duffy

STATE OF IDAHO, COUNTY OF

On this 4th day of Dec., 1967, before me, a notary public in and for said State, personally appeared Daniel H. Duffy and Doris G. Duffy, husband and wife

known to me to be the persons who go named and subscribed to the within instrument, and acknowledged to me that they executed the same.

Judy L. Swick
Notary Public
Residing at Mountain Home, Idaho
Comm. Expires 6-15-71

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of *R. M. Laughlin* at 51 minutes past 4:00 o'clock P.M. this 18 day of December 1967, in my office, and duly recorded in Book of Deeds at page:

W. H. Trase
Ex-Officio Recorder
By *R. Laughlin* Deputy.
Fees \$ 1.50
Mail to: *McLaughlin*

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, Made and entered into this 5 day of ^{Oct.} ~~July~~, 1966, by and between E. CLAYTON JOHNSTON and MABEL A. JOHNSTON, husband and wife, hereinafter referred to as "Sellers", and DORIS DUFFY, a married woman dealing with her sole and separate property, hereinafter referred to as "Buyer",

W I T N E S S E T H :

That Sellers, for and in consideration of the covenants and agreements herein contained, do hereby agree to sell and convey to Buyer and Buyer agrees to purchase and pay for, subject to the terms and conditions herein set forth, the following described real property:

A one acre tract of land in the Northeast Quarter of the Southeast Quarter, Section 32, Township 2 North, Range 10 East, Boise Meridian, more particularly described as follows:

Beginning at the North Quarter corner of Section 5, Township 1 North, Range 10 East, B. M., which is a brass cap marked "T $\frac{1}{4}$ - S.5 T1N-R10E";

Thence South 89°56' West a distance of 1230.6 feet to the West boundary line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence North 0°5' East a distance of 1980 feet to a point on the West boundary line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, which point is 660 feet North of the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 2 North, Range 10 East, B. M.;

Thence North 89°56' East a distance of 330 feet to a pin, the true point of beginning;

Thence continuing North 89°56' East a distance of 66 feet;

Thence South 0°5' West a distance of 660 feet;

Thence South 89°56' West a distance of 66 feet;

Thence North 0°5' East a distance of 660 feet to the true point of beginning, together with all appurtenances.

PURCHASE PRICE: The purchase price to be paid by Buyer to Sellers shall be the sum of One Thousand Dollars (\$1,000.00), to be paid as follows:

(a) The sum of One Hundred Dollars (\$100.00) as a down payment, the receipt whereof is hereby acknowledged by Sellers.

\$5 Duffy purchased 1 acre adjacent to Lodge

(b) The remaining balance in the amount of Nine Hundred Dollars (\$900.00) together with interest thereon at the rate of 6% per annum from August 1, 1966, or on so much thereof as shall remain from time to time unpaid shall be paid in nine (9) annual payments in the amount of One Hundred Dollars (\$100.00) plus accrued interest, the first of which payment shall be made on August 1, 1967, and a like payment of principal and accrued interest shall be made on August 1 of each succeeding year to and including August 1, 1975.

Buyer may prepay all or any part of the purchase price at any time and without penalty.

DATE OF POSSESSION: Buyer shall have possession of the premises and property on the date hereof and shall remain in possession so long as she is not in default under the terms hereof.

TAXES: Sellers shall pay all ad valorem taxes on the above described property for the year 1965 and prior years. Buyer shall pay all such taxes and assessments for the year 1966 and subsequent years.

CARE AND USE OF THE PROPERTY: Buyer shall commit no waste on said property and shall not permit others to commit waste thereon and shall not use said property nor permit the use thereof for any unlawful purpose. Buyer may erect and construct improvements on the property during the lifetime of this Agreement, but such improvements shall be considered a part of realty and shall not be removed by the Buyer during the lifetime of this Contract, and in the event of a default and forfeiture as hereinafter set forth, such improvements shall be and become the property of the Sellers.

WARRANTY DEED: Upon payment in full of the purchase price by Buyer, Sellers shall furnish her a good and sufficient warranty deed conveying the above described premises and shall fix thereto sufficient revenue stamps to comply with the statutes and regulations then in effect.

DEFAULT AND FORFEITURE: Time and the prompt performance of each and every obligation of the Buyer are of the essence of this

Agreement, and in the event that Buyer shall fail to make any of the accrued payments of principal and interest or taxes, or shall fail to perform any of the other terms of this Agreement, Sellers may give Buyer written notice calling her attention to the matters in default or of which a breach is claimed. Such notice shall be served upon the Buyer personally or by registered mail. Buyer shall have sixty (60) days from the date of service or the date of mailing such notice, as the case may be, within which to correct the matters in default or to disprove the same. In the event Buyer does not so correct or disprove the matters set forth in such notice, Sellers may at their option declare the entire principal balance then remaining on this Contract immediately due and payable and proceed to collect the same, or Sellers may at their option declare this Contract terminated and upon such termination all rights of the Buyer in and to the property shall cease and Sellers shall be entitled to the immediate possession of the property and shall retain all sums theretofore paid by Buyer hereunder as and for the reasonable use of the premises by the Buyer.

AGREEMENT NOT TO BE RECORDED: Neither this Agreement nor any paper nor affidavit in any way or manner referring hereto, shall be filed for record by the Buyer in the office of the county recorder of Elmore County, Idaho, without first obtaining the written consent of the Sellers.

TITLE INSURANCE: When the Buyer has fully performed this Contract, the Sellers shall at their own expense obtain a policy of title insurance insuring the title to the real property above described in the amount of \$1,000.00. Such policy shall insure the title free and clear of all liens and encumbrances, except current taxes.

HEIRS AND ASSIGNS: The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year in this Agreement first above written.

E. C. Johnston
E. Clayton Johnston

Mabel A. Johnston
Mabel A. Johnston

SELLERS

Doris Duffy
Doris Duffy
BUYER

STATE OF IDAHO)
) ss.
County of Elmore)

On this 5 day of Oct., in the year 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared E. CLAYTON JOHNSTON and MABEL A. JOHNSTON, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Francis W. Hills
Notary Public for Idaho
Residing at 10th. Ave. - Idaho

STATE OF IDAHO)
) ss.
County of Elmore)

On this 14 day of Sept., in the year 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared DORIS DUFFY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.

Francis H. Hild
Notary Public for Idaho
Residing at *Meridian, Idaho*

WARRANTY DEED

WHEREAS, EDWARD CLAYTON JOHNSTON, before his death, and on or about the 5th day of October, 1966, together with his wife, MABEL C. JOHNSTON, by a contract bearing date of that day, agreed to and with DORIS DUFFY, to sell and convey unto her, her heirs, and assigns forever, the premises hereinafter described, in consideration of the payment of sufficient good and valuable consideration, but said EDWARD CLAYTON JOHNSTON died without performing said contract; and,

WHEREAS, The District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Elmore, on the 29th day of August, 1973, in Case No. 7-290 did appoint DARLENE POZZOBON and THE IDAHO FIRST NATIONAL BANK, as co-personal representatives of the Estate of EDWARD CLAYTON JOHNSTON:

NOW THEREFORE, by virtue of the above recited authority vested in DARLENE POZZOBON and THE IDAHO FIRST NATIONAL BANK, as co-personal representatives of the Estate of EDWARD CLAYTON JOHNSTON, deceased, and in order to fulfill and perform all things in the above mentioned contract or agreement, and in consideration of sufficient good and valuable consideration received of DORIS DUFFY, WE, DARLENE POZZOBON and IDAHO FIRST NATIONAL BANK, as co-personal representatives of the Estate of EDWARD CLAYTON JOHNSTON; MABEL C. JOHNSTON, a widow, and DARLENE POZZOBON, dealing with their sole and separate property, the Grantors, do hereby grant, bargain, sell and convey unto DORIS DUFFY, a married woman dealing with her sole and separate property, the Grantee, the following described premises, to-wit:

A tract of land, being one acre more or less, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32, Township 2 North Range 10 East, B.M., Elmore County, Idaho, more particularly described as follows:

Beginning at the North Quarter corner of Section 5, Township 1 North, Range 10 East, B.M., which is a brass cap marked "T $\frac{1}{4}$ - S.5 T1N-R10E"; thence South 89°56' West a distance of 1230.6 feet to the West boundary line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 32, T2N, R10E, B.M.; thence North 0°5' East a distance of 1390 feet to a point on the West boundary line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, which point is 660 feet North of the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 2 North, Range 10 East, B.M.; thence North 89°56' East a distance of 330 feet to a pin, the true point of beginning; thence continuing North 89°56' East a distance of 66 feet; thence South 0°5' West a distance of 660 feet; thence South 89°56' West a distance of 66 feet; thence North 0°5' East a distance of 660 feet to the true point of beginning, except that part thereof subject to the right and title of Deer Creek Lodge, Inc., an Idaho corporation, by reason of that certain deed recorded December 29, 1972, as instrument no. 151974, records of Elmore County, Idaho.

Further granting and conveying all right, title and interest of DARLENE POZZOBON and MABEL C. JOHNSTON, either one or both of them might have in the above described premises by reason of that certain mortgage dated December 14, 1974, executed by DARLENE POZZOBON to MABEL C. JOHNSTON and which was recorded December 19, 1974, as instrument no. 161094, records of Elmore County, Idaho.

*deed to 1 Acre
(see # 5)
giving clear
title to property*

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantors do hereby covenant with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances, except the road and ditch rights of way existing and of record, and liens for general taxes for the years 1974 and 1975, which taxes by contract are the obligation of the vendee; and that they will warrant and defend same from all lawful claims whatsoever.

DATED:

Idaho First National Bank

By Calvin C. Brant on behalf of Idaho First National Bank,
Co-personal Representative

Darlene Pozzobon, as an individual

Darlene Pozzobon, Co-personal Representative

Mabel Q. Johnston, as an individual

STATE OF IDAHO)
) ss
County of Ada)

On this 11th day of December in the year 75, before me, a Notary Public in and for the State of Idaho, personally appeared CALVIN C. BRANT, known to me to be the Senior Trust Officer of the Idaho First National Bank who executed the foregoing instrument on behalf of said corporation as a co-personal representative of the Estate of Edward Clayton Johnston, deceased, and acknowledged to me that he executed the same as such co-personal representative of the Estate of Edward Clayton Johnston, deceased.

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Ada)

On this 11th day of December in the year 1975, before me, a Notary Public in and for the State of Idaho, personally appeared DARLENE POZZOBON, known to me to be the person whose name is subscribed to the within instrument as co-personal representative of the Estate of Edward Clayton Johnston, deceased, and acknowledged to me that she executed the same as such co-personal representative of the Estate of Edward Clayton Johnston, deceased.

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of Ada)

On this 11 day of January, in the year 1975, before me, a Notary Public for said State, personally appeared DARLEEN POZZOBON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she signed same of her own free will.

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

Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss
County of)

On this 11 day of January, in the year 1975, before me, a Notary Public for said State, personally appeared MABEL D. JOHNSTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she signed same of her own free will.

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

Notary Public for Idaho
Residing at

166170

STATE OF IDAHO, ss
County of Elmore

I hereby certify that this instrument was filed for record at request of Guaranty Title Ins. at 11 o'clock P.M. on 21 day of Dec, 19 75 in my office, and is recorded in Book

of _____
at Page _____

Grantees Address: N of Mountain Home
Mountain Home, Idaho

By _____
E. O. _____
Recorder

Deputy

Fees \$ 3.00

MICROFILMED

AUG 11 1992



State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

DEC 06 1990

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Darlene Weston

Name of Claimant

Phone Number

1908 Westland Dr

Mailing Address

Boise

City

ID

State

83704

Zip

Elmore

County(s) where place of use is located

12-7-89

Date claim originally due

63-2336 + Dem + B.U. irrig claim

Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

I did not receive notification for my
Elmore Property

Claimant requests an extension to

Jan. 1,

19 91

Darlene Weston

Signature

12-6-90

Date of request

19

Owner

Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [☒ granted] [☐ denied] for the following reasons:

and if granted the filing deadline is extended to

1/1

19 91

Signed this

6

day of

December

19 90

Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

MICROFILMED

AUG 11 1992

07/31/2002

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

RIGHT NUMBER: 63-2336B

NAME AND ADDRESS: ROD DANIEL WESTON
4801 HILLSIDE
BOISE ID 83703

SOURCE: SOUTH FORK DEER CREEK

TRIBUTARY: DEER CREEK

QUANTITY: 0.30 CFS

PRIORITY DATE: 09/18/1919

POINT OF DIVERSION:

T02N R10E S32 SENE Within ELMORE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.300 CFS

PLACE OF USE:

IRRIGATION Within ELMORE County

T02N R10E S32

SENE

7.0

T02N R10E S32

NESW

2.0

T02N R10E S32

NWSE

1.0

T02N R10E S32

NWSE

5.0

15 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: License

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-2336B V1

Comments:

1. sbock 7/26/2001 split

Comment: Claimant included lots of information pertaining to the history of this right. This is a licensed right and will be recommended with the pou as was licensed. Deer Creek Lodge filed on this right also for 5 acres. It appears the warranty deed gave Deer Creek Lodge only the jr. water right. The deeds talk about 150 inches of water from deer creek. I can find no reference to this water. There is a decree on on deer creek and the 2 water rights 63-116-7 refer to 150 inches of water, but this is a different claimant than the original claimant on this right, and a much different location. The decree 63-D, refers to land located to the NW of Anderson Ranch. This license is off of Deer Creek located to the East of Anderson Ranch Res. and the topo map actually refers to it as the S. Fork of Deer Creek.

2. sbock 7/30/2001 water use

Comment: Claimant has not used water in the last 3-4 years. In the SRBA we are not looking at water use since the claim was filed. Last time the property was fully irrigated was by claimants grandfather and he passed away in 1974.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector: AND
Water District Number: 63
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Contacts	7/30/2001 8:39:34 AM	sbock	1. Appointment has been scheduled. Contact Person: ROD DANIEL WESTON - Contact Phone Number: 866-3653 Date of Field Exam: 7/23/01 9 AM Directions to Property: driveway right past the deer creek lodge 2. No update was made to contact information.
POD	7/30/2001 8:56:39 AM	sbock	Edited point location
Source	7/30/2001 8:58:46 AM	sbock	1. (NO) The basis is not beneficial use. 2. (YES) Parent right has a source. 3. (YES) The claimed source can be verified using the water right file. 8. (YES) The source is surface water. 9. (YES) The source is a standard source. 10. (NO) Source remark was not required. 11. (NO) Source condition was not required.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-2336B V1

POU	7/30/2001 9:12:55 AM	sbock	1. (YES) The POU is required. 2. (NO) The basis of claim is not beneficial use. 3. (YES) The Parent Right has a POU. 4. (YES) The claimed POU can be verified using the water right file. 12. (NO) POU remark was not required. 13. (NO) POU condition was not required.
Season	7/30/2001 9:14:58 AM	sbock	1. (NO) The basis of claim is not beneficial use. 2. (YES) The parent right has a period of use. 3. (YES) The claimed Period of Use can be verified using the water right file. 12. (YES) Irrigation is the purposed use. 14. (NO) The period of use on the decree, license or transfer is not shorter on either the start or end date than allowable under IDWR's current standard. 15. (NO) Period of Use remark was not required. 16. (NO) Period of Use condition was not required.
Summary	7/30/2001 9:18:01 AM	sbock	1. (NO) The basis of the claim is not beneficial use. 3. (NO) There is no indication that there has been a five year period of continuous nonuse that could result in a recommendation of forfeiture or partial forfeiture. 5. (YES) General remark was required. 6. (NO) Explanatory remark was not required. 7. (NO) Additional condition was not required. 8. (YES) Wanted to view the recommended right. 9. (YES) This is a split right. 10. (NO) This is not a combined right. 11. (NO) Documents were not linked or attached to this file. 12. (YES) Set the verification date.
POU	7/30/2001 9:00:23 AM	sbock	Edited shape boundary
Use	7/30/2001 9:13:21 AM	sbock	1. (NO) The basis of claim is not beneficial use. 2. (YES) The parent right has a purpose of use. 3. (YES) The claimed purpose of Use can be verified using the water right file. 11. (NO) Purpose of Use remark was not required. 12. (NO) Purpose of Use condition was not required.
Priority Date	7/30/2001 8:50:16 AM	sbock	1. (NO) There has not been a later court decree of the water right(s) from the water source. 4. (NO) The basis of claim is not beneficial use. 5. (NO) The basis of claim is not a posted notice. 6. (YES) Parent right has a priority date. 7. (NO) The basis of claim is not an application or permit. 12. (YES) The claim is recommended. 13. (YES) The claim is coded correctly. 14. (NO) Priority remark was not required. 15. (NO) Priority condition was not required.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-2336B V1

POD	7/30/2001 8:57:52 AM	sbock	1. (NO) The basis is not beneficial use. 2. (YES) Parent right has a Point of Diversion. 3. (NO) The claimed Point of Diversion can not be verified using the water right file. 4. (NO) There is not evidence that there has been a change in the Point of Diversion. 6. (YES) The file contains all the necessary information to verify the POD. Comment for 6: pod was gpsed. This put it in sec 32 the sene. 8. (NO) Point of Diversion remark was not required. 9. (NO) Point of Diversion condition was not required.
Quantity	7/30/2001 9:15:44 AM	sbock	1. (NO) The basis of claim is not beneficial use. 2. (NO) The basis of claim is not a posted notice. 3. (YES) The parent right has a diversion rate and/or diversion volume. 4. (NO) The claimed diversion rate and/or volume can not be verified using the water right file. 5. (YES) A flow measurement was required. Comment for 5: mannings taken at 2 points on ditch 6. (NO) The source is not ground water and the purpose of use does not require a diversion volume limit. 7. (NO) The parent right does not have an annual diversion volume limit. 9. (NO) Quantity remark was not required. 10. (NO) Quantity condition was not required.

Idaho Dept of Water Resources

Claim No(s): 63-2336B
T02N, R10E, S 32

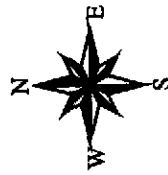
Prepared by: Sue Bock
Date: 7/26/2001

☐ Place of Use

☒ Point of Diversion

☐ Section lines

☐ 1/4 1/4 lines



1987 NAPP Photo

Dept. of Water Resources
Acquisition Bureau
P. O. Box 83720
Boise, ID 83720-0098

RECEIVED

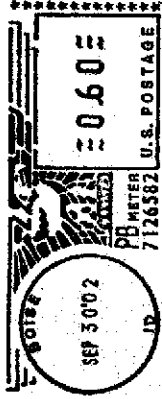
OCT 09 2002

WATER RESOURCES
WESTERN REGION

RECEIVED

OCT - 4 2002

Department of Water Resources



63-23366

*Sent again
10-11-02
w/ address
copy - for*

ROD DANIEL WESTON
4801 HILLSIDE
BOISE ID 83703

WEST801* 837032006 1501 07 10/02/02
FORWARD TIME EXP RTN TO SEND
WESTON
201 PARKWAY DE
BOISE ID 83706-4011

RETURN TO SENDER
|||||



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

Basin 63 Part 1
Director's Report

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 27, 2002

RE: Water Rights in Reporting Area 13, Basin 63
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your water right claim(s) in Basin 63 for the Boise River drainage basin above Lucky Peak dam. We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended right(s) in your area. Water rights for nearly all domestic and/or stockwater rights were recommended separately in an earlier report, and most of those now have been decreed by the SRBA Court.

Note that you have until January 31, 2003, in which to review your water rights or those of other claimants and to file any objection to our recommendations. Information on the other water rights can be found at the county courthouses in Boise, Fairfield, Idaho City, and Mountain Home, and at all the Idaho Department of Water Resources offices (see addresses in enclosures).

If the SRBA Court does not receive an objection to our recommendation from you and no other party objects to your water right, your water right will be decreed early next year as recommended. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

03/01/2002

NOTICE OF ERROR
REPLY

RECEIVED

APR - 2 2002

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

Department of Water Resources

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 5, 2002

Water right number: 63-2336B

ROD DANIEL WESTON

4801 HILLSIDE

BOISE ID 83703

Telephone Number: (208)342-5642

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 4-1-02

SIGNATURE:

Dan Weston

Please print your name:

DAN WESTON

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

RECEIVED

APR 03 2002

WATER RESOURCES
WESTERN REGION

**IDAH0 DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT**

DATE: 05/22/01
PAGE: 4

NAME & ADDRESS

**PRIORITY
DATE**

WATER USE

USE PERIOD
FROM TO

DIVERSION RATE

DIVERSION
VOLUME

C ROD DANIEL WESTON
4801 HILLSIDE
BOISE ID 83703
(208) 342-5642

Water Source: DEER CREEK

Tributary to: BOISE RIVER, ~~CONTRIBUTOR~~

Stage: LICENSE

Point(s) of Diversion:

T02N R10E S33

SESSIONS

Place of use Legal Description for: IRRIGATION

三

5

[illegible]

POJ County: ELMORE

Non-Irrigation Uses: STOCKWATER INCIDENTAL TO IRRIGATION

Other Rights: NONE

Remarks: GEN

THIS CLAIM IS FILED FOR THE ENTIRE 15 ACRES AND 15 INCHES AS
ORIGINALLY LICENSED BY IDWR IN 1925. AN ADDITIONAL CLAIM WILL
BE FILED FOR LANDS DEVELOPED AFTER THIS WATER RIGHT WAS LICENSED.

THE BASIS FOR WHICH WE CLAIM THE ENTIRE WATER RIGHT IS OUTLINED IN THE ATTACHED COPIES OF PURCHASE AGREEMENTS AND WARRENTY DEEDS.

HISTORY: LANDS ORIGINALLY DEVELOPED BY MCQUIRE KNOWN AS THE DEER CREEK RANCH. WERE PURCHASED BY CLAIMANTS IN 1953 EXCEPT FOR A PROPERTY KNOWN AS THE DEER CREEK LODGE AND THE FIVE ACRES ADJACENT TO THE LODGE

1. IN 1955 JOHNSTON'S PURCHASED THE LODGE PROPERTY AND THE RIGHTS TO THE 25 INCHES FROM DEER CREEK, ATTACHED TO THE LODGE PROPERTY. SEE ATTACHMENT NUMBERED 2.

AT THIS TIME JOHNSTON OWNED ALL PROPERTY WHICH HAD WATER RIGHTS FROM DEER CREEK.

IN 1966 JOHNSTON SOLD THE 5 ACRES AND THE LODGE TO DUFFY, RETAINING THE FIRST 150 INCHES FROM DEER CREEK AND GRANTING THE NEXT 25 INCHES FROM DEER CREEK TO THE OWNERS OF THE LODGE PROPERTY. THE RIGHT CONVEYED WAS GIVEN JUNIOR PRIORITY. SEE ATTACHMENTS NUMBERED 3 AND 4.

Did not claim
domestic portion

AJ5809NP
No. A63-023368

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/22/01
PAGE: 5

Remarks:

ATTACHMENT NUMBERED 5 WAS TO PURCHASE AN ADDITIONAL 1 ACRE ADJACENT TO THE LODGE PROPERTY, THIS PURCHASE AGREEMENT DOES NOT INCLUDE AN APPURTENANCES OR WATER RIGHT DESCRIPTIONS. THE WARRENTY DEED, ATTACHMENT NUMBERED 6, CONVEYS CLEAR TITLE TO THE PROPERTY (1 ACRE) AND GIVES NO RIGHT OF WAYS, DITCH RIGHTS OR EASEMENTS.

FOR THE RECORD JOHNSTON, WHO HAS OWNED THE PROPERTY KNOWN AS DEER CREEK RANCH CONTINUOUSLY SINCE 1953 HAS NEVER TRANSFERRED ANY DEVELOPED WATER RIGHT OFF THE RANCH PROPERTY ONTO THE PROPERTY KNOWN AS DEER CREEK LODGE.
OWNERSHIP CHANGED BY DB 8/5/98.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc:

Water District Number: 63

Field Inspection Flag:

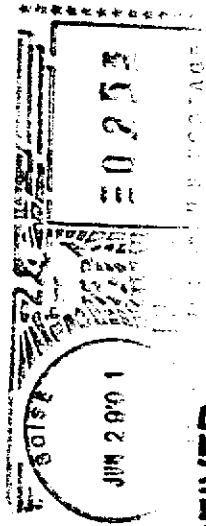
Presumption Flag:

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

RETURN SERVICE REQUESTED

63-23366
24041
24042

ROD DANIEL WESTON
4801 HILLSIDE
BOISE, ID 83703



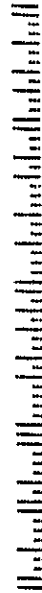
RECEIVED

JUL 05 2001

WATER RESOURCES
WESTERN REGION

WEST01K 837032009 1501 05 07/03/01
RETURN TO SENDER
WESTON
201 PARKWAY DR
BOISE ID 83705-4011
RETURN TO SENDER

ALJMS 83703 06



DATE: 08/15/94
PAGE: 2

DIVISION
VOLUME

CENSE

County

SE	:	
AC	:	
--	:	
	:	SUM
	:	----
	:	15.0



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

August 5, 1998

Re: Notice of Claim to a Water Right No. A63-02336B, A63-22206, A63-24041,
and A63-24042

Rod Daniel Weston
4801 Hillside
Boise ID 83703

Dear Mr. Weston:

Enclosed are copies of the above referenced claims which reflect the changes in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process these claims for final court decree.

If you have any questions concerning the enclosed claims, please feel free to contact this office.

Sincerely,

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

Denise Buffington
Records Clerk
Adjudication Section
Western Region Office

DB:d

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

March 20, 1996

KARL J. DREHER
DIRECTOR

NEW PROPERTY OWNER
1908 WESTLAND DR
BOISE ID 83704

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim #A63-02336B & A63-22206

Dear New Property Owner:

A legal notice mailed recently by IDWR was returned to us by the Post Office. The notice was mailed to an apparent former owner at your address who has or had this property or others in the area.

Before we can modify our records to reflect your new ownership of the property and water rights referenced above, we need Form 42-1409(7) completed and returned. We have enclosed this form for your use.

Please contact this office at 208/327-7862 or call us toll-free at 800/451-4129 if you have any questions.

Sincerely,

Idaho Department of Water Resources
Adjudication Bureau

SO:ss:region
Enclosure:
Form 42-1409(7)

RECEIVED

MAR 20 1996

WATER RESOURCES
WESTERN REGION

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

**In Re Snake River Basin Adjudication Case
No. 39576**

**Notice of Filing Director's Report and Supplemental
Director's Report Part II & III, United States' and Tribal
Non-consumptive Claims.**

**TO: ALL CLAIMANTS OF RIGHTS TO THE USE OF WATER IN THE SNAKE RIVER BASIN
YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:**

**THE DIRECTOR'S REPORT PART II & III FOR THE UNITED STATES' AND TRIBAL NON-CONSUMPTIVE CLAIMS HAS BEEN FILED WITH
THE DISTRICT COURT. A SUPPLEMENTAL DIRECTOR'S REPORT PART II & III HAS ALSO BEEN FILED WITH THE DISTRICT COURT.
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT THE DIRECTOR'S REPORTS, AND DEADLINES AND FURTHER PRO-
CEEDINGS ON THESE WATER RIGHT CLAIMS.**

IMPORTANT NOTICE REGARDING YOUR WATER RIGHT

**THIS CONTAINS YOUR LEGAL NOTICE OF THE DIRECTOR'S REPORTS OF U.S. AND
TRIBAL NON-CONSUMPTIVE CLAIMS IN THE SNAKE RIVER BASIN ADJUDICATION
THESE CLAIMS COULD AFFECT YOUR WATER RIGHT**

RECEIVED

MAR 20 1996

**WATER RESOURCES
WESTERN REGION**

62432
Idaho Department of Water Resources
Statehouse Mail
Boise, Idaho 83720

Presorted
First Class Mail
U.S. Postage Paid
Boise, Idaho
Permit No. 1



**DARLENE POZZOBON WESTON
1908 WESTLAND DR
BOISE ID 83704**

RECEIVED

APR 21 1995

Department of Water Resources

*63-02336B
-22206-Elmore Co.
378-1532*

Deceased

NOTICE OF FILING DIRECTOR'S REPORT

DIRECTOR'S REPORT

This Director's Report Part II is a report by the Director of the Idaho Department of Water Resources (IDWR). It contains abstracts of claims by the United States and Indian Tribes to "non-consumptive" water rights (such as instream flows) throughout the Snake River Basin. The abstracts summarize the claims without substantively changing the water right as claimed. The Supplemental Director's Report Part II includes abstracts of claims not included in the Director's Report Part II. The supplemental report also includes abstracts of amended claims, which contain changes to claims previously abstracted in the Director's Report Part II.

The Director's Report Part III contains the claims filed for these water rights, and includes both the claim documents and maps. The Supplemental Director's Report Part III includes claims not included in the Director's Report Part III, as well as amended claims which contain changes to claims included in the Director's Report Part III.

Complete copies of Part II of the reports are available for inspections at all offices of IDWR and at the other locations printed on this notice. Complete copies of Part III of the reports are available for inspection at the State Office of IDWR and the SRBA District Court. Copies of all or a portion of the reports are available from the IDWR State Office subject to payments of costs of mailing and/or copying.

OBJECTIONS TO DIRECTOR'S REPORT

You may file an objection to any portion of the Director's Reports with the SRBA District Court. You must use a court approved objection form that is available from IDWR, which contains instructions for filing the objection. All objections must be received by the court on or before October 16, 1995. You must mail a copy of your objection to IDWR and the United States as shown on the objection form. If you are objecting to an abstract of a claim filed by an Indian tribe, you must also mail a copy of the objection to the tribe at the address shown in the report.

RESPONSES TO OBJECTIONS

The United States and the Indian Tribes may but are not required to file a response to an objection to abstracts of their claims with the SRBA District Court.

PARTIAL DECREE OF UNCONTESTED PORTIONS OF DIRECTOR'S REPORT

Those portions of the Director's Report to which no objections are filed will be decreed by the district court after a hearing to be held at 1:30 p.m., May 21, 1996 at the SRBA Courthouse in Twin Falls.

NOTICE OF FURTHER PROCEEDINGS

You will be mailed a notice of further proceedings on an objection to your water right, your objection, or your response. You will not be mailed notice of other objections or proceedings on other objections.

Notice of other objections and responses to other objections will be included on a monthly docket sheet distributed by the SRBA District Court. A subscription to the docket sheet may be obtained from the court for a small annual fee (\$7.50 for the calendar year 1995).

IDWR has filed or will file Director's Reports for all other claims within the Snake River Basin, one for each of the reporting areas in the Snake River Basin. Notice of the filing of these reports, and of further proceedings on these reports, will also be included in the docket sheet.

You may be affected by orders and decrees entered by the court in proceedings on other objections and proceeding on other reports. It is very important that you subscribe to the docket sheet if you wish to stay informed of these other proceedings. For further information as to documents filed with the court and hearings scheduled before the court in the SRBA, you must inquire at the SRBA District Court.

FURTHER INFORMATION

The court has adopted procedures for the post-report phase of the SRBA, which are set forth in the order of the court entitled "SRBA Administrative Order No. 1." A copy of this order can be obtained from the State Office of IDWR or the SRBA District Court.

If you have questions about the SRBA, please call an office of IDWR listed in this notice. If you have questions concerning your rights and responsibilities as a claimant in the SRBA, please consult your attorney.

R. KEITH HIGGINSON

Director, Idaho Department of Water Resource

Claim Number(s): 63-23368, 24041-2

Name of Claimant(s): Weston

Name of Ditch, Canal, or Stream: downstream Reading

Date of Measurement: 7/23/01 Data Collected By: SB

Measurement Location: S2 1/4 NE 1/4 Section 32 T 2N R 10E

Cross Section Data

Basis: high water mark() maximum capacity()

Note: minimum of five depth or rod readings; first and last must be equal or zero

	depth or rod reading	distance from initial point		depth or rod reading	distance from initial point
1.	<u>0</u>	<u>0</u>	7.	<u>0</u>	<u>0</u>
	<u>.5</u>	<u>.3</u>		<u>.5</u>	<u>.5</u>
	<u>1.0</u>	<u>.55</u>		<u>1.0</u>	<u>.7</u>
2.	<u>1.5</u>	<u>.8</u>	8.	<u>1.5</u>	<u>.8</u>
	<u>2.0</u>	<u>.9</u>		<u>2.0</u>	<u>.9</u>
3.	<u>2.5</u>	<u>.9</u>	9.	<u>2.5</u>	<u>.55</u>
	<u>3.0</u>	<u>.8</u>		<u>3.0</u>	<u>.35</u>
4.	<u>3.5</u>	<u>.65</u>	10.	<u>3.5</u>	<u>.2</u>
	<u>4.0</u>	<u>.7</u>		<u>4.0</u>	
5.	<u>4.5</u>	<u>.5</u>	11.	<u>4.5</u>	
	<u>5.0</u>	<u>.3</u>			
6.			12.		

Slope Data

Basis: high water mark() channel bottom() land surface()

Level Readings:	upstream	downstream	
upper stadia	<u>4.28</u>	<u>7.18</u>	
center	<u>4.12</u>	<u>7.0</u>	
lower stadia	<u>3.94</u>	<u>6.8</u>	channel length
stadia difference	<u>(32 + 38)</u>		<u>x 100 = 70</u>

Note: for elevations, the downstream rod reading must be higher than the upstream rod reading

Comments

Are maps and/or photos attached? yes()

BASIC "n" CHANNEL MATERIAL				CHANNEL OBSTRUCTIONS			
earth	.020		(1)	negligible	.000		(1)
rock	.025	X	(2)	minor	.010		(2)
fine gravel	.024				(3)	.015	X
coarse gravel	.028		(4)	appreciable	.020		(4)
						.030	
				severe	.040		(6)
					.050		(7)
					.060		(8)
				SURFACE IRREGULARITY			
smooth	.000		(1)	low	.005		(1)
minor	.005	X	(2)		.010		(2)
moderate	.010		(3)	medium	.015	X	(3)
severe	.020		(4)		.020		(4)
					.025		(5)
				high	.030		(6)
					.040		(7)
					.050		(8)
				very high	.060		(9)
					.075		(10)
					.100		(11)
VARIATIONS IN SIZE AND SHAPE OF CROSS-SECTION				DEGREE OF MEANDERING			
gradual	.000		(1)	minor	1.00	X	(1)
occasional	.005	X	(2)	appreciable	1.15		(2)
frequent	.010		(3)	severe	1.30		(3)
	.015		(4)				

MANNING EQUATION CHANNEL CAPACITY RESULTS

07-26-2001

File Number: 63-2236b

Claimant: weston

Channel measured: deer creek ditch

Date of measurement: 7/23/01

Measurement location:

ditch was measured about 100 feet from pod and 500 feet from pod

Calculation prepared by: sue bock

Comments about the measurement:

The results of the calculation are:

The length of the channel measured is 70 feet.

The upstream and downstream rod readings are 4.12 and 7.00 feet.

The channel cross section is 2.54 ft-sq.

The wetted perimeter is 4.63 feet.

The hydraulic radius is 0.55 feet.

The slope is 0.0411

The roughness coefficient is 0.0650

The flow velocity is 3.114 ft/sec.

The rate of flow is 7.90 cfs.

CROSS SECTION NUMBER 2

For File Number 63-2236b for the deer creek ditch

Number	Rod Reading	Water Depth	Distance
1	0.00	0.00	0.00
2	0.50	0.50	0.50
3	0.70	0.70	1.00
4	0.80	0.80	1.50
5	0.90	0.90	2.00
6	0.55	0.55	2.50
7	0.35	0.35	3.00
8	0.20	0.20	3.50

The area for this cross section is 1.95 square feet
and the wetted perimeter is 3.94 feet.

CROSS SECTION NUMBER 1

For File Number 63-2336b for the ditch from deer creek

Number	Rod Reading	Water Depth	Distance
1	0.00	0.00	0.00
2	0.30	0.30	0.50
3	0.55	0.55	1.00
4	0.80	0.80	1.50
5	0.90	0.90	2.00
6	0.90	0.90	2.50
7	0.80	0.80	3.00
8	0.65	0.65	3.50
9	0.70	0.70	4.00
10	0.50	0.50	4.50
11	0.30	0.30	5.00

The area for this cross section is 3.13 square feet
and the wetted perimeter is 5.32 feet.

Claim Number(s): 03-23348, 24041-2

Name of Claimant(s): Weston

Name of Ditch, Canal, or Stream: upstream Deadend

Date of Measurement: 7/22/01 Data Collected By: SB

Measurement Location: SE 1/4 NE 1/4 Section 32 T2N R. 0E

Cross Section Data

Basis: high water mark() maximum capacity()

Note: minimum of five depth or rod readings; first and last must be equal or zero

depth or rod reading	distance from initial point	depth or rod reading	distance from initial point
0	0	0	0
1. <u>.5</u>	<u>.4</u>	7. <u>.5</u>	<u>.3</u>
2. <u>1.5</u>	<u>.7</u>	8. <u>1.0</u>	<u>.8</u>
3. <u>2.5</u>	<u>1.0</u>	9. <u>1.5</u>	<u>.6</u>
4. <u>3.0</u>	<u>1.1</u>	10. <u>2.0</u>	<u>.5</u>
5. <u>3.5</u>	<u>1.5</u>	11. <u>2.5</u>	<u>.5</u>
6. <u>4.0</u>	<u>.9</u>	12. <u>3.0</u>	<u>.5</u>
	<u>.4</u>		
	<u>1</u>		

Slope Data

Basis: high water mark() channel bottom() land surface()

Level Readings:	upstream	downstream	
upper stadia	<u>7.90</u>	<u>8.32</u>	
center	<u>7.66</u>	<u>8.1</u>	
lower stadia	<u>7.40</u>	<u>7.86</u>	channel length
stadia difference	<u>(.5 + .46) x 100 = 96</u>		

Note: for elevations, the downstream rod reading must be higher than the upstream rod reading

Comments

Are maps and/or photos attached? yes()

BASIC "n" CHANNEL MATERIAL				CHANNEL OBSTRUCTIONS			
earth	.020	X	(1)	negligible	.000		(1)
rock	.025		(2)	minor	.010		(2)
fine gravel	.024		(3)		.015	X	(3)
coarse gravel	.028		(4)	appreciable	.020		(4)
					.030		(5)
				severe	.040		(6)
					.050		(7)
					.060		(8)
SURFACE IRREGULARITY				VEGETATION			
smooth	.000		(1)	low	.005		(1)
minor	.005	X	(2)		.010		(2)
moderate	.010		(3)	medium	.015	X	(3)
severe	.020		(4)		.020		(4)
					.025		(5)
				high	.030		(6)
					.040		(7)
					.050		(8)
				very high	.060		(9)
					.075		(10)
					.100		(11)
VARIATIONS IN SIZE AND SHAPE OF CROSS-SECTION				DEGREE OF MEANDERING			
gradual	.000		(1)	minor	1.00	X	(1)
occasional	.005	X	(2)	appreciable	1.15		(2)
frequent	.010		(3)	severe	1.30		(3)
	.015		(4)				

CROSS SECTION NUMBER 2

For File Number 63-2336b for the
ditch from deer creek this was the 2nd mannings

Number	Rod Reading	Water Depth	Distance
1	0.00	0.00	0.00
2	0.30	0.30	0.50
3	0.60	0.60	1.00
4	0.60	0.60	1.50
5	0.60	0.60	2.00
6	0.50	0.50	2.50
7	0.50	0.50	3.00

The area for this cross section is 1.43 square feet
and the wetted perimeter is 3.18 feet.

CROSS SECTION NUMBER 1

For File Number 63-2336b for the
ditch from deer creek this was the 2nd mannings

Number	Rod Reading	Water Depth	Distance
1	0.00	0.00	0.00
2	0.40	0.40	0.50
3	0.70	0.70	1.00
4	1.00	1.00	1.50
5	1.10	1.10	2.00
6	1.50	1.50	2.50
7	0.90	0.90	3.00
8	0.60	0.60	3.50
9	0.10	0.10	4.00

The area for this cross section is 3.13 square feet
and the wetted perimeter is 5.03 feet.

MANNING EQUATION CHANNEL CAPACITY RESULTS

07-26-2001

File Number: 63-2336b

Claimant: weston

Channel measured: ditch from deer creek this was the 2nd mannings

Date of measurement: 7/23/01

Measurement location:

Calculation prepared by: sue bock

Comments about the measurement:

The results of the calculation are:

The length of the channel measured is 96 feet.

The upstream and downstream rod readings are 7.66 and 8.10 feet.

The channel cross section is 2.28 ft-sq.

The wetted perimeter is 4.10 feet.

The hydraulic radius is 0.55 feet.

The slope is 0.0046

The roughness coefficient is 0.0600

The flow velocity is 1.135 ft/sec.

The rate of flow is 2.58 cfs.

Water Resources Field Exam
July 23, 2001 Sue Bock
Claim Nos. 63-2236b, 63-24041-2



Deer Creek
pod
faceing W



Deer Creek
colvert

Water Resources Field Exam
July 23, 2001 Sue Bock
Claim Nos. 63-2236b, 63-24041-2



1st
Mammip
Feeding
downstream



2nd
Mammip
Feeding
downstream

