

SEP 15 1992

SEP 15 1992

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: **A63-26637**
Date Received: 2/28/1990
Receipt No: **C015093**
Received By: DE JON

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

1. Name: MARTIN PARACHOU 208-467-2387
Address: 11036 SMITH AVE
Nampa ID 83651

AND

Name: ROSA E PARACHOU 208-467-2387
Address: 11036 SMITH AVE
Nampa ID 83651

2. Date of Priority: DEC 31, 1962

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion: 0.04

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	02W	19	SE	NE			CANYON

5. Description of diverting works:
60' WELL, 6" CASING, 1 HP SUBMERSIBLE PUMP, PIPE TO HOUSE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME; STOCKWATER, 5 SHEEP, 20 CHICKENS

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	02W	19	SE	NE		DOMEST	
			SE	NE		STOCK	

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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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

Identification No. A63-26637
Date Received 2/28/90
Receipt Number C 015093

NOTICE OF CLAIM
TO A

RECEIVED

WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

APR - 1 1992 ~~where~~ Daily Use is less than 13,000 gallons per day.

RECEIVED
FEB 28 1990

Department of Water Resources
Western Regional Office

Filing Fee \$25

Department of Water Resources

Please type or print clearly

- Name of Claimant (s) MARTIN AND ROSA E. PARACHOU Phone (208) 467-2387
Mailing Address 11036 SMITH AVE. - NAMPA, IDAHO 83651
- Date of Priority (Only one per claim) 12/31/1962 Month/Day/Year
- Source of water supply (Check one) (☒ Groundwater or Other () (a) summer irrigation from Phyllis canal - we pay to Pioneer Irrigation Dist.
which is tributary to (b) _____
- Location of point of diversion is: enclosing complete description
Township 3N 2W 19 Range _____
Section _____, 1/4 of SE 1/4 1/4 of _____ 1/4, Govt. Lot _____, BM.,
County of CANYON 3N 2W SEC 19 SE NE
Additional points of diversion if any: _____
- Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. well 6" casing - 60' deep - 1 H.P. submersible pump pipe to house -
- Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)
For domestic purposes from 1-1 to 12-31 amount 758,000 (cfs)
For stockwater purposes from 1-1 to 12-31 amount 136.875
(Both dates are inclusive)
0.02
- Total quantity claimed 886875 0.06
- Total consumptive use claimed is de minimus
- Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) only one household = (6) sheep + chickens (20)

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HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

(enclosing complete description)
10. Place of use is: Township: 3 NORTH Range 2 WEST OF BOISE/MERIDIAN CANYON COUNTY, IDAHO
Section _____, _____ 1/4 of _____ 1/4, Govt. Lot 3N 2W 19
for (Circle One) Domestic Stock Domestic and Stock SE/NE
Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? CANYON

12. Do you own the property listed above as place of use? Yes ☒ No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

(☒) None or _____

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood 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 one

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

Signature of Claimant (s) Martin Panchas Date Feb 26 - 1990
Robert Panchas Date Feb 26 - 1990

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

of _____, that I have signed the foregoing

document in the space below as _____ of _____

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

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Canyon) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 26 day of Feb. 19 90

SEAL

Notary Public Howard E. Homer

Residing at Nampa

My Commission Expires 1-25-1991

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

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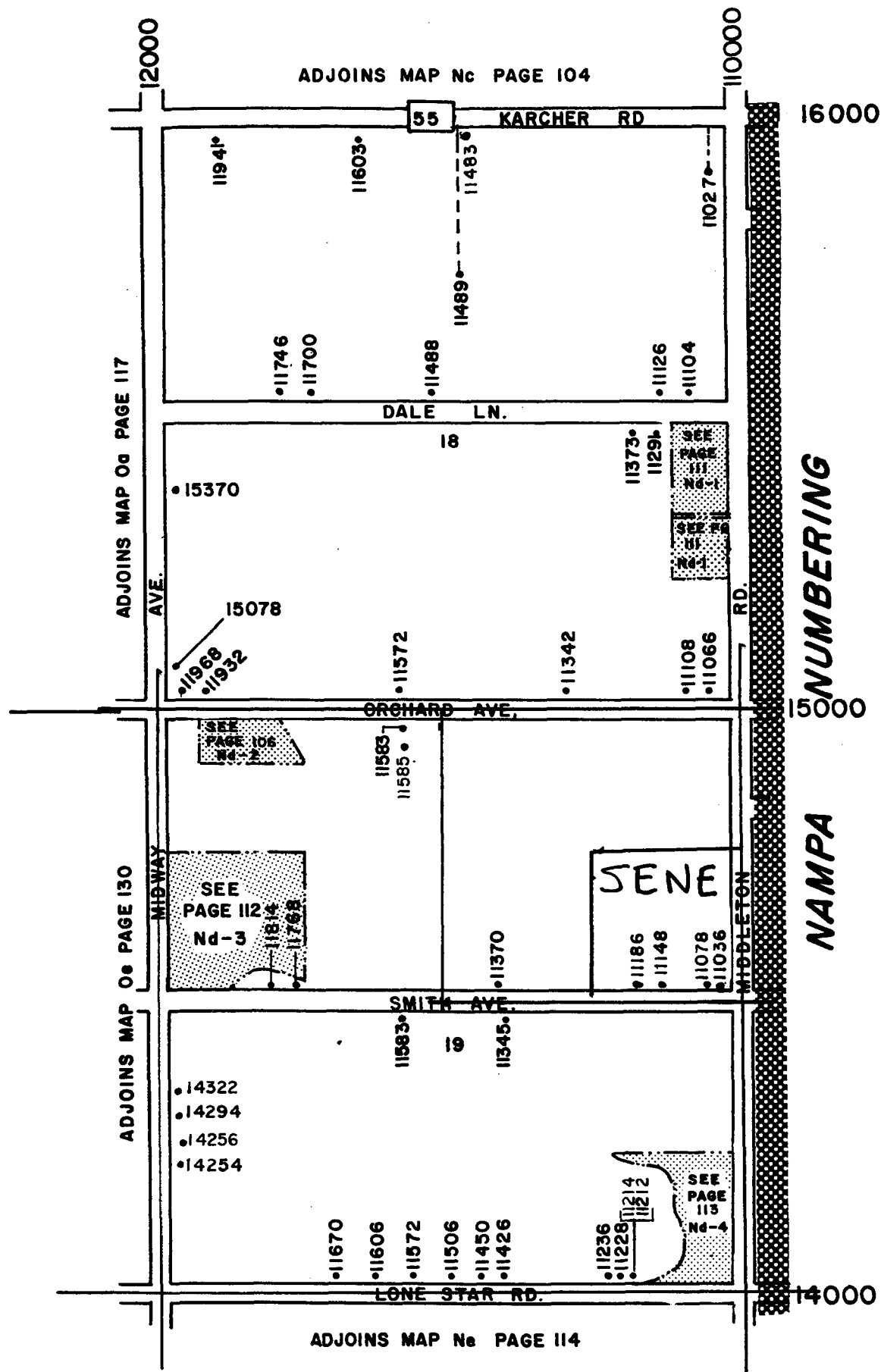
SEP 15 1992

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.



SECTION 18,19 T.3N.-R.2W.

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ADJUDICATION CLAIM REVIEW CHECKLIST

4-3-91

CLAIMANT'S NAME

Parachon, Martin Flor Rosa E.

CLAIM IDENT. NO.

A63

DATE RECEIVED

2-28-90

RECEIPT #

6015093

AMOUNT \$

25⁰⁰

YES

NO

Required Info?

1. Is the name and address complete with zip code? ☒ YES ☐ NO ☐ *
2. Is a priority date entered? ☒ YES ☐ NO ☐ *
Is the priority date acceptable in view of mandatory filing dates? ☒ YES ☐ NO ☐ *
See Adjudication Memos #1 and #4 to determine if a Permit is required.
3. (a) Is a source entered? ☒ YES ☐ NO ☐ *
(b) Is a tributary to entered? (if required) ☒ YES ☐ NO ☐ *
4. Is the legal description of the p.d. sufficient? ☒ YES ☐ NO ☐ *
5. Is there a description of the diverting works? ☒ YES ☐ NO ☐ *
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form ☒ YES ☐ NO ☐ *
Is the period of use included? ☒ YES ☐ NO ☐ *
Is a quantity claimed for each use? ☐ YES ☒ NO ☐ *
7. Is a total quantity claimed entered? ☐ YES ☒ NO ☐ *
8. If required is a consumptive use entered? ☐ YES ☒ NO ☐ *
Is the consumptive use correct? ☐ YES ☒ NO ☐ *
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4 ☐ YES ☒ NO ☐ *
10. Is (are) the place(s) of use and purpose(s) indicated? ☒ YES ☐ NO ☐ *
11. Is (are) the county(ies) entered? ☒ YES ☐ NO ☐ *
12. Is the ownership of p.u. checked? ☒ YES ☐ NO ☐ *
13. Are other water rights listed or "none" indicated? (See Item No.'s 16 & 17 for checking other water rights) ☒ YES ☐ NO ☐ *
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☐ YES ☒ NO ☐ *
15. Is the basis of the claim indicated? ☒ YES ☐ NO ☐ *
16. If the basis of claim is shown as license, permit, or decree is the existing water rt. no. listed? ☐ YES ☒ NO ☐ *
(Compare claim with the existing water rt. and either attach a proof report or state in comments that the existing right was compared to the claim)
17. If the basis of claim is shown as beneficial use, or not marked, are there existing water rights shown in our records using the legal desc. or name on the claim? ☐ YES ☒ NO ☐ *
(If yes, describe the right in "Comments" and attach a proof report) NOTE: If the claim is for dom/stock this check is not as necessary unless it is located within an area where dom/stock rights were decreed.
18. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) ☐ YES ☒ NO ☐ *
19. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. ☒ YES ☐ NO ☐ *
20. Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO ☐ *
21. Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO ☐ *

22. Fcc Correct

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23. Should this claim be data entered? YES NO ☒

Claim reviewed by: Mark Smith Date 8-19-91

Claim data entered by: JOD Date 4-14-92

Claim is being returned to claimant: ☒ (Yes) ☐ (No)

Claimant is being notified of modifications: ☐ (Yes) ☒ (No)

Comments: MUST BE RETURNED VERIFIED RDH 1/21/92

Quantity claimed was of an incorrect factor and it was
not labeled (Not in CFs)

EXHIBIT "A"

A parcel of land being a portion of the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 2 West of the Boise-Meridian, Canyon County, Idaho, and more particularly described as follows:

BEGINNING at a brass cap marking the Southeast corner of the said South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 19, also said point being the POINT OF BEGINNING; thence

South 89° 55' 20" West 204.00 feet along the Southerly boundary of the said South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 19, which is also the centerline of Smith Avenue, to a point; thence

North 0° 00' 17" East 320.23 feet along a line Westerly of and parallel with the Easterly boundary of the said South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 19 to an iron pin; thence

North 89° 56' 00" East 204.00 feet along a line Southerly of and parallel with the Northerly boundary of the said South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 19 to a point on the said Easterly boundary of the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 19; thence

South 0° 00' 17" West 320.19 feet along the said Easterly boundary of the said South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 19, which is also the centerline of Middleton Road, to the POINT OF BEGINNING.

8413656
FILED
JUN 7 10 54 AM '84
BILL A. S. AND
CANYON COUNTY RECORDS
BY D. Chas. J.
REQUEST PIONEER TITLE CO.
TYPE Deed 4.00
MICROFILMED
SEP 15 1992

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 63-26637

NAME & ADDRESS: GABRIEL C TORRES
TERESA P TORRES
GABRIEL P TORRES JR
11036 SMITH AVE
NAMPA ID 83651

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 12/31/1962

POINT OF DIVERSION: T03N R02W S19 SENE Within CANYON County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within CANYON County
T03N R02W S19 SENEDOMESTIC Within CANYON County
T03N R02W S19 SENE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 1R31457-011-0
STOCKWATER, 5 SHEEP, 20 CHICKENS

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

In Re SRBA) NOTICE OF COMPLETED
) ADMINISTRATIVE PROCEEDINGS
Case No. 39576)
) Water Right 63-26637

IDWR has completed the following Administrative Proceeding:

<u>1</u>	Change of Address
<u>X</u>	Substitution of Party
<u>1</u>	I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 63-26637

From (Claimant/Seller):

Name of Claimant: ROSA E PARACHOU
MARTIN PARACHOU
Address: 11036 SMITH AVE
NAMPA ID 83651
Phone: (208) 467-2387

To (Claimant/Purchaser):

Name of Claimant: GABRIEL C TORRES
TERESA P TORRES
Address: 11036 SMITH AVE
NAMPA ID 83651
Phone: (208) 461-0994

Name of Claimant: GABRIEL C TORRES
Address: 11036 SMITH AVE
NAMPA ID 83651
Phone: (208) 461-0994

Name of Claimant: TERESA P TORRES
Address: 11036 SMITH AVE
NAMPA ID 83651
Phone: (208) 461-0994

Name of Claimant: GABRIEL P TORRES JR
Address: 11036 SMITH AVE
NAMPA ID 83651
Phone: (208) 461-0994

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

CERTIFICATE OF MAILING

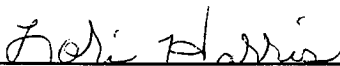
I certify that on April 9, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

ROSA E PARACHOU
MARTIN PARACHOU
11036 SMITH AVE
NAMPA ID 83651
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

GABRIEL C TORRES
TERESA P TORRES
11036 SMITH AVE
NAMPA ID 83651

GABRIEL P TORRES JR
11036 SMITH AVE
NAMPA ID 83651
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724


Signature of person or attorney mailing the form

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

RECEIVED
MAR 18 1999
 WATER RESOURCES
 WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): #63-26637
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.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Rosa E. Parachou / Martin Parachou
4. New Owner/Claimant(s) Gabriel C. Torres / Teresa P. Torres / Gabriel P. Torres Jr.
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 11036 Smith Av. Nampa ID 83651
 City, State and ZIP Code Nampa ID 83651
 New Telephone Number (208) 461-0994
5. Date you acquired the property September 14, 1998
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.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 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 or Claimant(s) Teresa P. Torres
Gabriel P. Torres Jr.
 Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

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. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

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 believes there are water rights for the property but the numbers are unknown, you may wish to contact 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. 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
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(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

Return to: ACCUBANC MORTGAGE CORPORATION dba ACCUMORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75380-9068

[Space Above This Line For Recording Data]

FHA Case No.
121-1684682 703

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on 11th day of September, 1998. HUSBAND AND WIFE
The grantor is GABRIEL C. TORRES SR, ~~AN UNMARRIED MAN~~ AND TERESA P. TORRES, ~~AN UNMARRIED~~
~~WOMAN~~ AND GABRIEL P. TORRES JR., AN UNMARRIED MAN

("Borrower").

The trustee is PIONEER TITLE OF CANYON COUNTY

("Trustee").

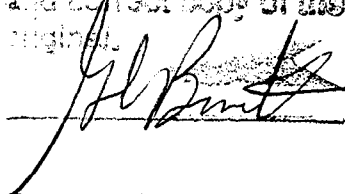
The beneficiary is ACCUBANC MORTGAGE CORPORATION dba ACCUMORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TX 75251

("Lender").

Borrower owes Lender the principal sum of NINETY-NINE THOUSAND TWENTY-NINE and NO/100-----Dollars (U.S. \$ 99,029.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CANYON County, Idaho:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Certified to be a true
and correct copy of the
original.



which has the address of 11036 SMITH AVENUE,

Idaho

83651
[Zip Code]

[Street]

[City]
("Property Address");

NAMPA,

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

IDAHO FHA DEED OF TRUST

10/95

(Page 1 of 5 Pages)



Z25Y700X01300008736282

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

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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

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

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- ☐ Condominium Rider ☐ Growing Equity Rider
☐ Planned Unit Development Rider ☐ Graduated Payment Rider
☐ Other [specify]

By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Gabriel C. Torres Sr. (Seal)
 GABRIEL C. TORRES SR —Borrower

Teresa P. Torres (Seal)
 TERESA P. TORRES —Borrower

Gabriel P. Torres Jr. (Seal)
 GABRIEL P. TORRES JR. —Borrower

[Space Below This Line For Acknowledgment]

State of IDAHO
 County of CANYON

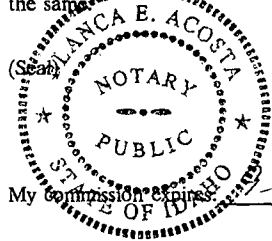
§
 §

On this 14th day of September in the year 1998, before me, Blanca E. Acosta, a Notary Public, personally appeared

GABRIEL C. TORRES SR AND TERESA P. TORRES AND GABRIEL P. TORRES JR.

[strike the following that does not apply] known to me / proved to me on the oath of

(witness) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.



Blanca E. Acosta
 Notary Public
Blanca E. Acosta
 (Printed Name)

Loan No: 08736282

Borrower: GABRIEL C. TORRES SR

Data ID: 338

LEGAL DESCRIPTION

G.C.T.
T.P.T.
[Signature]

Paste legal description here then photocopy. Attach to the Deed of Trust and file as one instrument.

A parcel of land being a portion of the South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19 also said point being the REAL POINT OF BEGINNING; thence

South 89° 55' 20" West 204.00 feet along the Southerly boundary of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19, which is also the centerline of Smith Avenue to a point; thence

North 0° 00' 17" East 320.23 feet along a line Westerly of and parallel with the Easterly boundary of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter, Section 19 to a point; thence

North 89° 56' 00" East 204.00 feet along a line Southerly of and parallel with the Northerly boundary of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19 to a point on the East line of said South One-Half of the South One-Half of the Southeast Quarter of the Southeast Quarter; thence

South 0° 00' 17" West 320.19 feet along said Easterly boundary of the South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19, to the REAL POINT OF BEGINNING



Z25Y700X01330008736282

INSTRUMENT NO. 9834313

PN 50017

WARRANTY DEED

FOR VALUE RECEIVED ROSA E. PARACHOU, A SINGLE PERSON

the Grantor, does hereby grant, bargain, sell and convey unto GABRIEL C. TORRES SR and TERESA P. TORRES, HUSBAND AND WIFE AND GABRIEL P. TORRES JR, AN UNMARRIED MAN

the Grantees, whose address is 11036 SMITH AVENUE, NAMPA, ID 83651

the following described premises, to-wit:

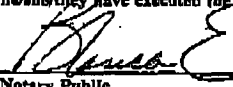
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that said premises are free from all encumbrances, except for general taxes and assessments for the year 1998 and subsequent years, covenants, conditions, restrictions and easements of record; and that she will warrant and defend the same from all lawful claims whatsoever.

DATED: September 14, 1998


ROSA E. PARACHOUSTATE OF IDAHO
COUNTY OF CANYON

On this 14 day of September, 1998, before me a notary public, personally appeared ROSA E. PARACHOU, known or identified to me to be the person whose name is subscribed to the within instrument, and she acknowledged that she/he/they have executed the same.


Notary Public
Residing at GREENLEAF, Idaho
My commission expires: 9-1-99PIONEER TITLE COMPANY
OF CANYON COUNTY100 10TH AVE SOUTH
NAMPA, IDAHO 83651423 SOUTH KIMBALL
CALDWELL, ID 83605

PN 50017

EXHIBIT "A"

A parcel of land being a portion of the South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Southeast corner of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19 also said point being the REAL POINT OF BEGINNING; thence

South 89° 55' 20" West 204.00 feet along the Southerly boundary of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19, which is also the centerline of Smith Avenue to a point; thence

North 0° 00' 17" East 320.23 feet along a line Westerly of and parallel with the Easterly boundary of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter, Section 19 to a point; thence

North 89° 56' 00" East 204.00 feet along a line Southerly of and parallel with the Northerly boundary of the said South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19 to a point on the East line of said South One-Half of the South One-Half of the Southeast Quarter of the Southeast Quarter; thence

South 0° 00' 17" West 320.19 feet along said Easterly boundary of the South One-Half of the South One-Half of the Southeast Quarter of the Northeast Quarter of Section 19, to the REAL POINT OF BEGINNING

RECORDED - NADRA
INDEXED - Deed - 10/08

CANYON COUNTY RECORDER
BY *[Signature]*

MED J KERR

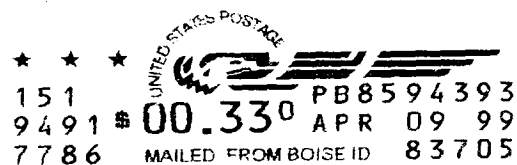
98 SEP 15 PM 4 08

RECORDED

9834313

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

RETURN SERVICE REQUESTED



RECEIVED
APR 14 1999
WATER RESOURCES
WESTERN REGION

MARTIN PARACHOU
ROSA PARACHOU
906 CENTRAL ROWENA
NAMPA ID 83651

PARA906 836512007 1399 08 04/12/99
RETURN TO SENDER
PARACHOU
13158 REGENCY BND
SAN ANTONIO TX 78249-4832

83651-2456-3082



63-26637



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

RECEIVED

APR 22 1999

Department of Water Resources

DIRK KEMPTHORNE
GOVERNOR

April 9, 1999

RECEIVED

KARL J. DREHER
DIRECTOR

APR 23 1999

WATER RESOURCES
WESTERN REGION

MARTIN AND ROSA E PARACHOU
13158 REGENCY BND
SAN ANTONIO TX 78249-4832

Re: Snake River Basin Adjudication (SRBA)
Water Right #63-26637
Change of Address

Cur H. did change 4-6-99.

Dear Water Right Holders:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right(s) can be sent only to the address on your water right(s) or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary and list any other water rights you may have before returning this letter by April 19, 1999. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water right(s) referenced above, please write down the name and address of the new owner(s) so we can send them a form to make this required change to the water right record.

Sincerely,

Sally

Sally Sherman

Technical Records Specialist
Adjudication Bureau

GABRIEL TORRES JR
TERESA TORRES
GABRIEL TORRES JR

SS:region

#####

The address is correct as shown above or as otherwise changed.

Martin Parachou
Claimant Signature

(210) 877-0402
Telephone No.

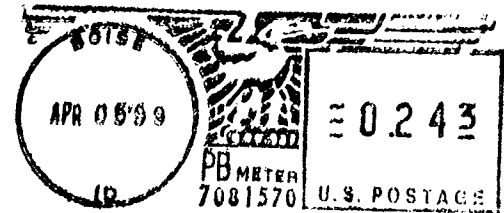
*for Martin Parachou,
Director*

*Boughton
11036 Smith
Ave. Vale.
4-22-99*

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

RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS



IMPORTANT WATER RIGHT INFORMATION

MARTIN AND ROSA E PARACHOU
906 CENTRAL ROWENA AVE
NAMPA ID 83651-2656

Re: Snake River Basin Adjudication (S
Water Right #63-26637

RECEIVED
APR 09 1999

Department of Water Resources

PARA906 836512016 1399 08 04/07/99
RETURN TO SENDER
PARACHOU
13158 REGENCY BND
SAN ANTONIO TX 78249-4832

83720/0098
83651-2656 14





State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED

APR 09 1999

Department of Water Resources

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

April 5, 1999

MARTIN AND ROSA E PARACHOU
906 CENTRAL ROWENA AVE
NAMPA ID 83651-2656

Re: Snake River Basin Adjudication (SRBA)
Water Right #63-26637
Change of Address

Dear Claimants:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right(s) can be sent only to the address on your water right(s) or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary and list any other water rights you may have before returning this letter by April 19, 1999. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water right(s) referenced above, please write down the name and address of the new owner(s) so we can send them a form to make this required change to the water right record.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

#####

The address is correct as shown above or as otherwise changed.

Claimant Signature

Telephone No.

return
to sender

fee due 50¢

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

ADDRESS SERVICE
REQUESTED

PRESORTED
FIRST CLASS



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



0.295

U.S. POSTAGE

U.S. POSTAL SERVICE
PS FORM 3547

IMPORTANT WATER RIGHT INFORMATION

only W/R

63-26637
ROSA E PARACHOU
MARTIN PARACHOU
11036 SMITH AVE
NAMPA ID 83651

PARA036 836512005 1998 05 11/07/98
FORM 3547
PARACHOU
906 CENTRAL ROWENA AVE
NAMPA ID 83651-2656

83651-2223 11



AJ0749NP
No. 63-26637

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

DATE: 04/06/99
PAGE: 1

```
=====
OWNER      NAME & ADDRESS      PRIORITY  WATER USE      USE PERIOD  DIVERSION  DIVERSION
CODE      DATE      DOMESTIC      FROM TO      RATE      VOLUME
-----
C  GABRIEL C TORRES      12/31/1962  STOCKWATER      01-01 12-31      0.02 CFS
C  TERESA P TORRES      DOMESTIC      01-01 12-31      0.04 CFS
C  GABRIEL P TORRES JR
    11036 SMITH AVE
    NAMPA ID 83651
    (208) 461-0994
                                TOTAL DIVERSION:      0.06 CFS

D  ROSA E PARACHOU
D  MARTIN PARACHOU
    11036 SMITH AVE
    NAMPA ID 83651
    (208) 467-2387
=====
```

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T03N R02W S19 SENE

CANYON County

Place of use Legal Description for: STOCKWATER

```

      NE      NW      SW      SE
      NENE  NENE  SWNE  SENE  :  NENW  NWNW  SWNW  SENW  :  NESW  NWSW  SWSW  SESW  :  NESE  NWSE  SWSE  SESE  :
T   R   S   :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :
--- --- --- :  -----  -----  -----  -----  :  -----  -----  -----  -----  :  -----  -----  -----  -----  :  -----  -----  -----  -----  :
03N 02W 19 :           S   :           :           :           :           :           :           :           :           :

```

Place of use Legal Description for: DOMESTIC

```

      NE      NW      SW      SE
      NENE  NENE  SWNE  SENE  :  NENW  NWNW  SWNW  SENW  :  NESW  NWSW  SWSW  SESW  :  NESE  NWSE  SWSE  SESE  :
T   R   S   :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :  Lt Ac  Lt Ac  Lt Ac  Lt Ac  :
--- --- --- :  -----  -----  -----  -----  :  -----  -----  -----  -----  :  -----  -----  -----  -----  :  -----  -----  -----  -----  :
03N 02W 19 :           D   :           :           :           :           :           :           :           :

```

POU County: CANYON

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. 1R31457-011-0
STOCKWATER, 5 SHEEP, 20 CHICKENS

DATE: 04/06/99
PAGE: 2



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

April 9, 1999

Re: Water Right No. 63-26637

GABRIEL C TORRES
TERESA P TORRES
GABRIEL P TORRES JR
11036 SMITH AVE
NAMPA ID 83651

Dear Property Owners:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

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

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:1
Enclosures

cc: Martin & Rosa Parachou



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

RECEIVED

FEB 25 1999

WATER RESOURCES
WESTERN REGION

DIRK KEMPTHORNE
GOVERNOR

February 25, 1999

KARL J. DREHER
DIRECTOR

GABRIEL AND TERESA TORRES
11036 SMITH AVE
NAMPA ID 83651

RE: Snake River Basin Adjudication (SRBA)
Water Right #63-26637

Dear Water Right Holders:

We have been advised you may be the current owners of the property and water right shown above. Before we can modify our records to reflect your ownership of the property and water right referenced above, we need Form 42-248/42-1409(6) completed and returned. I have enclosed this form for your use.

Please send the completed form with warranty deed copy and map to our Boise Region office by March 19, 1999.

Idaho Department of Water Resources
Adjudication Bureau
2735 Airport Way
Boise, ID 83705-5082

If you have any other water rights which have changed ownership, enter each water right number on the form before mailing it.

Please call me toll-free at 1-800/451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosures:

Form 42-248/42-1409(6)
Adjudication Profile Report of 63-26637



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

RECEIVED

FEB 23 1999

Department of Water Resources

October 30, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

63-26637

ROSA E PARACHOU

MARTIN PARACHOU

11036 SMITH AVE

NAMPA ID 83651

*199 ph. blc. = 906 Central Rowena
Nampa 83651*

we sold this house in September 1998

to GABRIEL + TERESA TORRES

John J. Dreher, Director

RE: Domestic and/or Stockwater Rights in Reporting Area 13, Basin 63
Snake River Basin Adjudication (SRBA)

CHANGE OF OWNERSHIP
LETTER SENT 2-25-99

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 63 (the drainage area of the Boise River). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 63 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Boise, Caldwell, Payette, Emmett, Idaho City, Fairfield, or Mountain Home, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period next year. 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 that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

AJ0749NP
No. R63-26637

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

DATE: 08/10/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROSA E PARACHOU	12/31/1962	STOCKWATER	01-01 12-31	0.02 CFS	
C	MARTIN PARACHOU		DOMESTIC	01-01 12-31	0.04 CFS	
	11036 SMITH AVE					
	NAMPA ID 83651					
	(208) 467-2387					
				TOTAL DIVERSION:	0.06 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T03N R02W S19

SENE

CANYON County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
---	---	---	:	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	:
03N	02W	19	:					S	:											:

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
---	---	---	:	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	:
03N	02W	19	:					D	:											:

POU County: CANYON

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. 1R31457-011-0
STOCKWATER, 5 SHEEP, 20 CHICKENS

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

Audit: 08/10/98 CWALKER

AJ5809NP
No. R63-26637

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 07/21/98
PAGE: 252

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ROSA E PARACHOU	12/31/1962	STOCKWATER	01-01 12-31	0.02 CFS	
C	MARTIN PARACHOU 11036 SMITH AVE NAMPA ID 83651 (208) 467-2387		DOMESTIC	01-01 12-31	0.04 CFS	
TOTAL DIVERSION:					0.06 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T03N R02W S19

SENE

CANYON County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
03N	02W	19	:																	:
			:																	:

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
03N	02W	19	:																	:
			:																	:

POU County: CANYON

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. 1R31457-011-0
STOCKWATER, 5 SHEEP, 20 CHICKENS

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

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

Audit: 09/09/93 DUNN1 09/10/93 DUNN1 03/30/95 POST-STD 08/15/97 AJU3-DSH
09/16/97 CORR4



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

MARTIN PARACHOU or
ROSA E PARACHOU
11036 SMITH AVE
NAMPA ID 83651

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

REF: MODIFIED CLAIM

Dear Martin and Rosa,

This is a follow-up from my last letter Dtd. Feb. 19, 1992.

1. We have data entered your claim (**enclosed**) from the requested information that you sent.

2. **Map enclosed**, I have marked your location from the "Canyon County Rural Address Book" for your home on 11036 Smith Avenue to confirm your legal description for the place of use and point of diversion.

3. The total quantities for Domestic and Stockwater uses were not listed correctly. We have added the standard amounts as follows:

Domestic 1 home.... = **0.04 CFS** Plus

Stockwater, 5 Sheep = **0.02 CFS**

Total for both uses = **0.06 CFS**

4. If you have any problems or questions concerning these additions or changes, please contact me or this office within 30 days of this letter. If we do not hear from you within this time, we will assume you agree with these changes, and your claim will remain on file as shown on the enclosed data entered copy.

Sincerely,

Ron Howerton
Senior Water Agent
Adjudication Bureau

Enclosures:

Map

Data entered claim

MICROFILMED
SEP 15 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

Feb 19, 1992

[MARTIN AND ROSA E. PARACHON]
11036 SMITH AVE
[NAMPA ID 83651]

RECEIVED
APR - 1 1992

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

Department of Water Resources
Western Regional Office

Dear Claimant(s):

This office has received the Notice of Claim(s) to a Water Right for the use of water within the Snake River Drainage Basin. However, due to the items checked below, we cannot process this claim(s). We are returning the claim(s) to you to complete only the following item(s) showing a checkmark in the blank for that item(s). Receipt No. 6015093 in the amount of \$ 25⁰⁰ for the filing fee previously submitted is also enclosed.

_____ Fee - No fee received or inadequate fee received, fee due is _____.
See enclosed fee schedule for how this fee was computed.

_____ Late Notice of Claim - This claim was received on _____ which is after the deadline for filing claims in _____ County. The deadline for this County was _____, and the late fee now due is _____. The enclosed Late Fee Notice explains the late fee and how it is computed.

☒ Item No. 2 - Date of priority - month/day/year that water was first put to use, regardless of ownership. If month or day is unknown, the Dept. will recommend 12/31 of the year designated.

_____ Item No. 3 - Source of Water

_____ Item No. 4 - Point of Diversion - must be shown by quarter-quarter (40 acre tract), section, township and range, except for spring sources which should be shown by quarter-quarter-quarter (10 acre tract), section, township and range. Lot and block for a subdivision are not acceptable as the legal description for the point of diversion, however, please include this information in the remarks section of your claim. See page two of this letter for additional information.

☒ Item No. 6 - Uses of Water

See other
_____ Item No. 9 - Non-Irrigation Uses

_____ Item No. 10 - Place of Use - must be listed by quarter-quarter (40 acre tract), section, township, and range. Lot and block for subdivision are not acceptable as the legal description for the place of use, however, please include this information in the remarks section of your claim. See page two of this letter for additional information.

_____ Item No. 12 - Ownership of place of use.

sorry we didn't fill the blanks correctly. It is very technical papers. Paed

MICROFILMED

SEP 15 1992

Item No. 15 - Basis of Claim - Please designate if your water right is based on beneficial use of the water - Beneficial Use, or if it is based upon a previously filed water right - Posted Notice, License, Permit or Decree.

Item No. 16 - Signature - this claim form does require your signature be affixed and notarized by a notary public. Note, the notary public signs below the signature blocks listed in this item.

MAP ENCLOSED: Please mark the location of the well(s) and the location of the place(s) of use on this map. Then return the map with your claim and the additional information requested, if any. We can then determine the quarter-quarter(1/41/4) legal description based on the locations marked on this map.

X Other: Quantity claimed must be shown in cubic feet per second. NORMAL HOUSEHOLD USE PER DEPT. STANDARDS IS .04 CFS FOR 1 HOME & UP TO 1/2 ACRE IRRIGATION (18 GAL. PER MIN.) AND .02 CFS FOR STOCK (9 GPM) FOR A TOTAL OF .06 CFS (27 GPM)

Please complete the above item(s) on your claim form(s), initial and date any changes or additions, and return the claim(s), with the requested fee(if one is required above), to our office within 30 days from the date of this letter. If the claim(s), or fee requested, is not received within this 30-day period, the claim(s) will be rejected and your fee, if one was paid previously, will be refunded. Please contact the agent listed in the address below, within the 30 day time period, either in writing or by phone, to let us know if there is a problem returning the claim(s), or fee, in order to keep this claim(s) valid. If the claim(s) is rejected and fee refunded, due to no response within the 30-days, the claim(s) can be resubmitted up until claims in this area are prepared for court decree. However, at that time the corrected claim(s) along with the regular filing fee that was refunded, and an additional late fee will be required. Please return your claim(s), any information needed, and the fee requested, if any to the Western Region Office, 2735 Airport Way, Boise, ID 83705, to the attention of Ken Hawerton.

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

Sincerely,

for Ken Hawerton
JAN SHURTE
Water Rights Supervisor
Adjudication Section

JS:lh
Enclosures

MICROFILMED
SEP 15 1992

AUG 01 1994

WATER RIGHT NUMBER - A63-26637

PREFIX TRANSLATION: ADJUDICATION CLAIM

- CONDITIONS OF APPROVAL -
NO CONDITIONS OF APPROVAL FOUND.

+ - - - - DECREE PLAINTIFF - - - +

+ - - - - DECREE DEFENDANT - - - +

+ - DECREE DATE - +
00/00/0000

+ - - AUDIT FIELDS - 04/14/92 HARRIS

- COMMENTS -
NO COMMENTS FOUND

ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - -

COURT REPORT FILING - 00/00/0000
OBJECTION FILED DATE - 00/00/0000
RESPONSE FILED DATE - 00/00/0000
CLAIM RECEIVED DATE - 02/28/1990
PROOF DUE DATE - 00/00/0000
LICENSED DATE - 00/00/0000
CLAIMS TAPE ERROR FLG -
FEE EXEMPT FLAG -

FIELD INSPECTION MADE - 00/00/0000
FIELD INSPECTION FLAG -
VERIFIED DATE - 00/00/0000
LAST AMENDED DATE - 00/00/0000
PROOF MADE DATE - 00/00/0000
RECEIPT NUMBER - C015093
POU OWNERSHIP FLAG - Y
NAME CONNECTOR - AND

CIVIL CASE NUMBER - 39576
OLD CASE NUMBER -
OLD JUDICIAL DISTRICT -
TEMPORARY RIGHT - P
WATER DISTRICT -
FEDERAL/STATE INDICATOR - S
PRESUMPTION FLAG -
NOTICE OF ERROR FLAG -

DATA ENTRY

ENTERED 9-10-93 LS

CHECKED 10/27/93 AP

Verified By
Topo Map/Ortho-PP
AECIS Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Protect Records
IDWR Records

VERIFIED

DEC 15 1992

CERTIFIED
JUL 6 1993
WATER EXAMINER

PROOF
AUG 21 1992

MICROFILMED

AUG 01 1994