

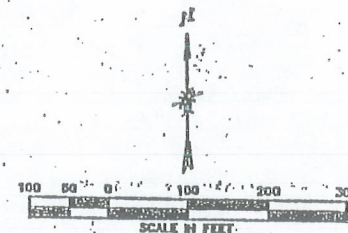
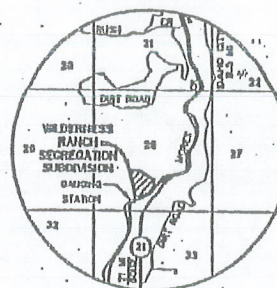
# AMENDED PLAT OF WILDERNESS RANCH SEGREGATION SUBDIVISION

SITUATED IN THE SW 1/4 OF SECTION 20 T4N R4E BM BOISE COUNTY IDAHO

1994

PLAT DATA 09/09/99 - 10:37am

## VICINITY MAP



## CURVE TABLE

| CURVE | DELTA      | RADIUS  | LENGTH  | CHORD   | CHORD BEARING | STATION     |
|-------|------------|---------|---------|---------|---------------|-------------|
| C1    | 41°12'04"  | 472.80' | 318.70' | 177.80' | 332.48°       | 8+05.510" W |
| C2    | 150°33'38" | 837.75' | 178.25' | 88.37'  | 175.04°       | 8+23.818" W |

## LINE TABLE

| LINE | BEGINNING   | END         | DISTANCE |
|------|-------------|-------------|----------|
| L1   | 8+05.510" E | 8+18.91'    | 13.40'   |
| L2   | 8+18.91' E  | 8+23.818" W | 4.91'    |

## LEGEND

- ⊙ FOUND BRASS CAP
- FOUND 5/8" STEEL PIN
- ⊙ SET 6/8" STEEL PIN
- CALCULATED POINT

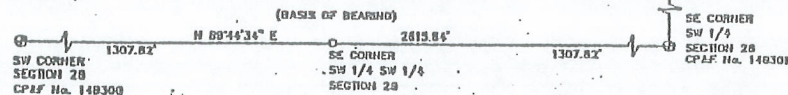
## NOTES

- The developer shall comply with Sections 31-3803, Idaho Code, relating to transfer of water rights.
- Building setbacks shall be at least:
 

|       |         |
|-------|---------|
| Front | 20 feet |
| Rear  | 15 feet |
| Side  | 10 feet |
- Boise County assumes no responsibility for maintenance of roads plotted hereon, subject to Boise County Ordinances 85-1.
- A 12 foot utility and drainage easement exists inside all lot lines along roads and along the subdivision boundary, and a 12 foot easement will be centered on all interior lot lines, unless determined not to be needed by architectural control committee, of if none, then by a homeowner association, by recorded affidavit.
- Lots shall not be reduced by size without prior approval of appropriate health authority and the Boise County Commissioners.
- All areas shown hereon are for tax purposes only.
- Utility and drainage easements along roads may be used as a road right-of-way easement and for snow storage.
- Sanitary restrictions are in effect pursuant to sections 50-1328 through 50-1329, Idaho Code.



7124/77



PREPARED BY  
**ROYLANCE AND ASSOCIATES PA**  
Engineers - Surveyors - Landplanners  
4619-Suite D-2 Emerald Street  
Boise, Idaho 83706  
(208) 336-7300

# AMENDED PLAT OF WILDERNESS RANCH SEGREGATION SUBDIVISION

SITUATED IN THE SW 1/4 OF SECTION 28 T4N R4E BM BOISE COUNTY IDAHO

1994

PLAT DATE 03/03/94 - 6:52am

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned do hereby certify that they are the owners of a certain tract of land to be known as the amended plat of WILDERNESS RANCH SEGREGATION SUBDIVISION, as shown on this Segregation Plat and described below, and it is their intention to include said land property in this Segregation Plat.

A tract of land situated in the Southwest 1/4 of Section 28, Township 4 North, Range 4 East, Boise Meridian, Boise County, Idaho, described as follows:

Commencing at a found brass nail monumenting the Southwest Corner of said Section 28, thence along the westerly line of said Southwest 1/4 North 89°-17'-21" East a distance of 2512.88 feet to a found brass nail monumenting the Southwest Corner of said Southwest 1/4, thence along said westerly line and along the easterly line of said Southwest 1/4 North 00°-13'-05" West a distance of 958.39 feet to a found steel pin, said steel pin being the POINT OF BEGINNING.

Thence continuing along said westerly line South 89°-17'-05" East a distance of 81.98 feet to a point on the easterly right-of-way of

US Highway 21,

thence leaving said easterly line and along said easterly right-of-way the following courses:

Begin 25°-21'-05" West a distance of 250.88 feet to a point,

thence southeasterly a distance of 336.78 feet along the arc of a circular curve measured southeasterly, said curve having a radius of 472.59 feet, a central angle of 41°-12'-00", a short bearing South 89°-35'-16" West, a short distance of 331.18 feet to a point,

thence South 19°-21'-15" West a distance of 812.00 feet to a point,

thence southeasterly a distance of 172.89 feet along the arc of a circular curve measured southeasterly, said curve having a radius of 847.78 feet, a central angle of 18°-03'-35", a short bearing South 72°-24'-16" West, a short distance of 173.61 feet to a point,

thence leaving said easterly right-of-way North 89°-17'-05" West a distance of 1347.18 feet to a found steel pin,

thence South 89°-03'-00" East a distance of 137.07 feet to a found steel pin,

thence South 27°-27'-28" East a distance of 365.88 feet to a found steel pin,

thence South 54°-13'-15" East a distance of 262.83 feet to a found steel pin,

thence South 57°-15'-28" East a distance of 222.72 feet to a found steel pin,

thence South 31°-15'-28" East a distance of 124.84 feet to a found steel pin,

thence South 00°-00'-00" East a distance of 215.34 feet to the POINT OF BEGINNING.

The above described tract of land contains 20.28 acres, more or less. Subject to all existing easements and rights-of-way.

WILDERNESS RANCH LTD., AN IDAHO PARTNERSHIP

*Muel Schaefer*  
MUEL SCHAEFER  
PARTNER

## ACKNOWLEDGMENT

STATE OF IDAHO ) SS  
COUNTY OF BOISE )

On the 27<sup>th</sup> day of SEPTEMBER, A.D. 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared MUEL SCHAEFER, a partner in Wilderness Ranch Ltd., known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

*Muel Schaefer*  
Notary Public for the State of Idaho

Witness at MERIDIAN, Idaho  
My Commission expires 1997

## CERTIFICATE OF SURVEYOR

I, David H. Rayburn, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that the amended plat of WILDERNESS RANCH SEGREGATION SUBDIVISION as described in the Certificate of Owners and shown on the attached plat was drawn from an actual survey made on the ground under my supervision and the plat accurately represents the points surveyed and is in conformity with the State of Idaho Code, Title 53, Chapter 13, relating to Plats and Surveys, and conforms to Boise County Ordinance 85-1, Chapter 3, Section 1, relating to Segregation Plats involving not more than four lots, parcels, or tracts of land.

*David H. Rayburn*  
DAVID H. RAYBURN  
STATE OF IDAHO  
9126/94  
L.S. 3020

## CERTIFICATE OF THE BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 21<sup>st</sup> day of December, A.D. 1994, by the Board of County Commissioners of Boise County, Idaho.



*Therese K. Schaefer*  
Chairman

## CERTIFICATE OF COUNTY ASSESSOR

I, the undersigned County Assessor in and for the County of Boise, Idaho, per the requirements of Idaho Code do hereby certify that this platting is acceptable for recording and the purpose.

**CERTIFIED**  
Boise County Assessor  
12/27/94  
BOISE, IDAHO 83725

## APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his/her agent listing the conditions of approval.

By \_\_\_\_\_

## CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor for Boise County, Idaho, do hereby certify that I have checked this amended plat of WILDERNESS RANCH SEGREGATION SUBDIVISION and that it is in compliance with Title 50, Chapter 13, Idaho Code relating to Plats and Surveys, and is also in compliance with Boise County Ordinance 85-1, Chapter 3, Section 1, relating to segregation subdivision plats.

Boise County Surveyor  
*David H. Rayburn*  
9-27-94  
CLERK OF COURT

## CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Boise, State of Idaho, per the requirements of I.C. 50-1302, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this Segregation Subdivision Plat have been paid in full. This certification is valid for the next 30 days only.

**CERTIFIED**  
County Treasurer  
*David H. Rayburn*  
11/16/94

## COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NUMBER 154310

STATE OF IDAHO ) SS  
COUNTY OF BOISE )

I hereby certify that this amended plat of WILDERNESS RANCH SEGREGATION SUBDIVISION was filed at the request of *Muel Schaefer* at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ M., this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1994, in my office and was duly recorded as Instrument Number \_\_\_\_\_.

*Shirley George*  
Deputy  
for

*Rosa A. Curdley*  
Ex-officio Recorder

# State of Idaho

## License and Certificate of Water Right

Water License No. 14856  
Water District No. 12-0

Amount 0.5 sec. ft.  
Priority 7-26-1920

THIS IS TO CERTIFY that G. H. Wood  
of Boise made application for a permit to appropriate the  
public waters of the State of Idaho, dated July 26, 19 20; that Permit No. 14856  
was issued under said application; that Certificate of Completion of works, with a carrying capacity of  
0.5 second feet, was issued thereunder on June 26, 19 25, showing that said works  
were completed on the 26th day of June, 19 25; and that on the 26th  
day of June, 19 25,

G. H. Wood  
of Boise, State of Idaho, made proof to the satisfaction of the  
Commissioner of Reclamation of Idaho, of the right to use the waters of Moore's Creek  
a tributary of Boise River, for the purpose of irrigation &  
domestic use, under Use Permit No. 14856 of the Commissioner of Reclamation  
and that said right to the use of said waters has been perfected in accordance with the laws of  
Idaho, and is hereby confirmed by the Commissioner of Reclamation of Idaho and entered of record in  
Volume 6 of Licenses, at page 3269, on the 26th day of June, 19 25;

The right hereby confirmed dates from July 26, 19 20;

The Point of Diversion is located  
in the NE 1/4 SE 1/4, Sec. 28, Tp. 4 N., R. 4 E., B. M., Boise County.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes  
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not  
exceed 0.5 cubic feet per second.

Description and location of use:

| Twp.        | Range       | Sec.      | Forty-acre Tract     | No. Acres<br>Described in Permit | No. Acres<br>Actually Irrigated |
|-------------|-------------|-----------|----------------------|----------------------------------|---------------------------------|
| <u>4 N.</u> | <u>4 E.</u> | <u>28</u> | <u>SE 1/4 SW 1/4</u> | <u>25</u>                        | <u>15</u>                       |

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of  
use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the Commissioner of Reclamation, affixed at Boise, Idaho,  
this 26th day of June, 19 25

W. C. SWENDSEN  
Commissioner of Reclamation.

(SEAL)

63 2311

STATE OF IDAHO  
DEPARTMENT OF RECLAMATION  
BOISE, IDAHO  
**REPORT OF ENGINEER**

Permit No. 14856

This report is for NEW USEIn Water District No. 12-0

1. Name of applicant G. N. Wood
2. Source of water supply Moore's Creek
3. Location of point of diversion: Is in the NE 1/4 of Section 28  
T. 4 N. R. 4 E. S. 1. County of Boise

4. Describe works as they exist, giving dimensions and capacities of same: Diversion from creek  
is by means of a rock wing wall extending about 150 ft up stream  
no dam or headgate being necessary. Ditch 1/2 mile long,  
1 1/2 ft wide and 1 1/2 ft deep.

5. Water is used for: Irrigation
6. State whether or not water has been turned into works of diversion: yes
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if for other than irrigation): SE 1/4 Sec. 28, Twp. 4 N., R. 4 E., S. 1.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? Boise River

Remarks: A diversion dam is neither feasible or necessary  
for this small project

This examination was made on the 13<sup>th</sup> day of June, 1925

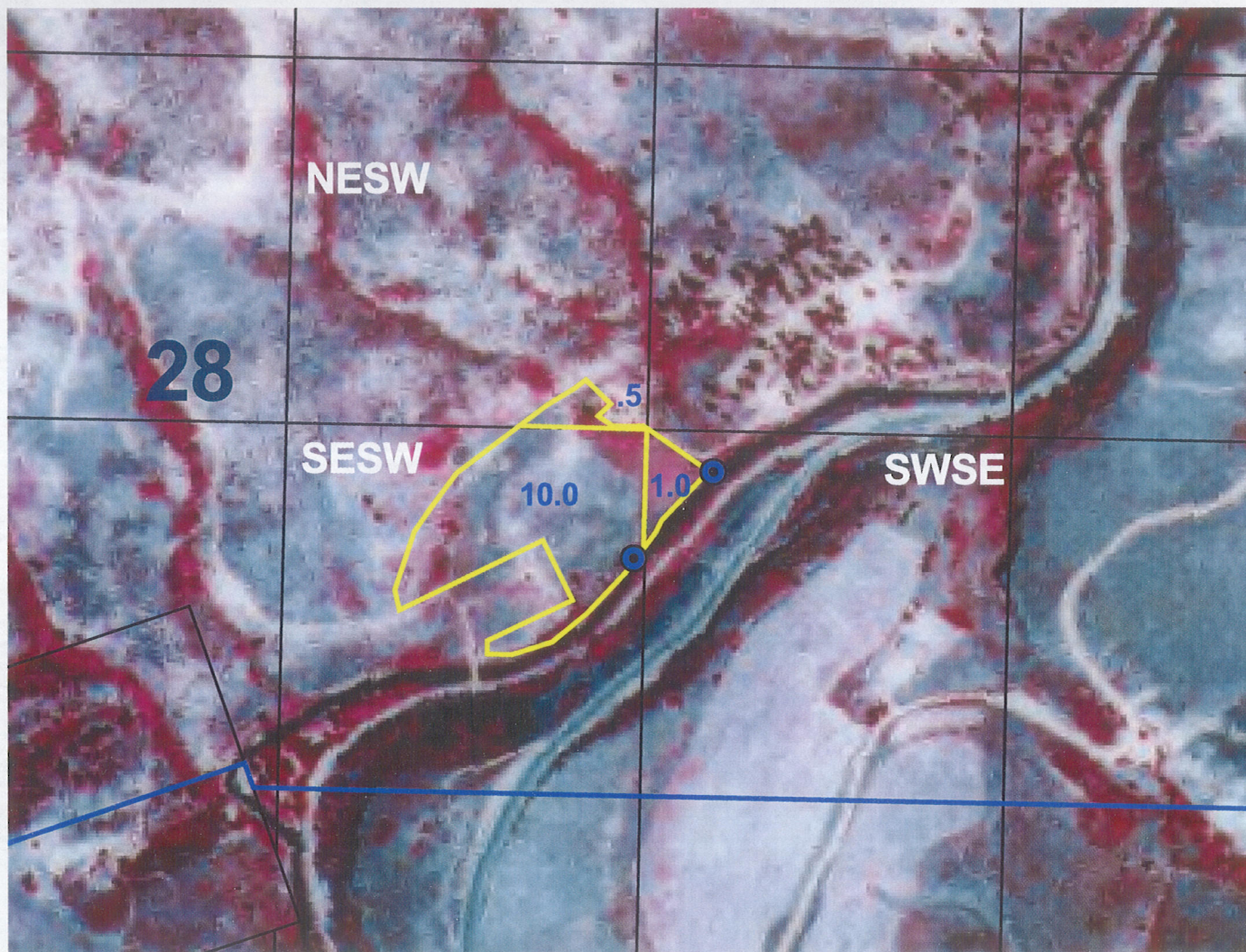
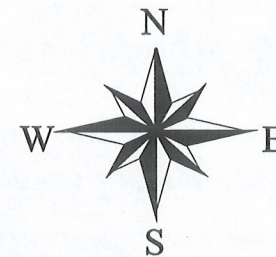
(Signed)

14856 [Signature]

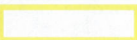
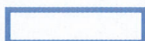
Examiner.

# IDAHO DEPARTMENT OF WATER RESOURCES

## T04N, R04E, S28



### 1987 NAPP PHOTO

-  POINT OF DIVERSION
-  PLACE OF USE
-  1/4 1/4 LINES
-  SECTION LINES
- 6 ACRES
- 6 SECTION NUMBERS

CLAIM(S): 63-31335

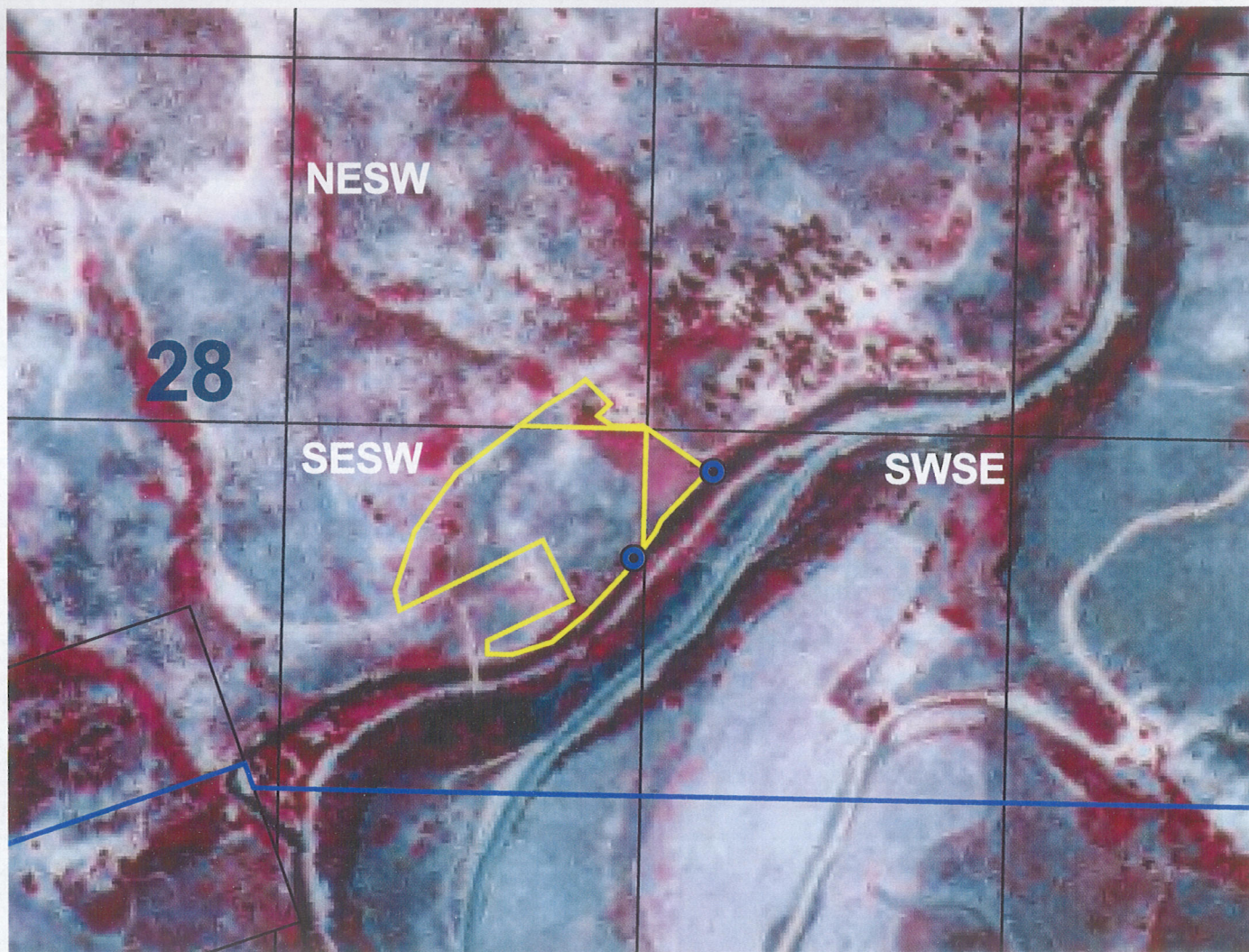
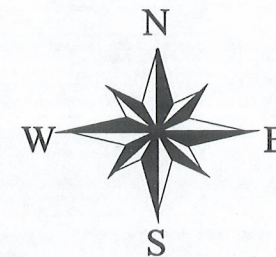
OWNER(S) : SCHROEDER, VAL DEAN

DATE: JANUARY 4, 2002

by: Mel Schulte

# IDAHO DEPARTMENT OF WATER RESOURCES

## T04N, R04E, S28



### 1987 NAPP PHOTO

- POINT OF DIVERSION
- PLACE OF USE
- 1/4 1/4 LINES
- SECTION LINES

6 ACRES

6 SECTION NUMBERS

CLAIM(S): 63-31335

OWNER(S) : SCHROEDER, VAL DEAN

DATE: JANUARY 4, 2002

by: Mel Schulte

0 0.25 0.5 0.75 Miles

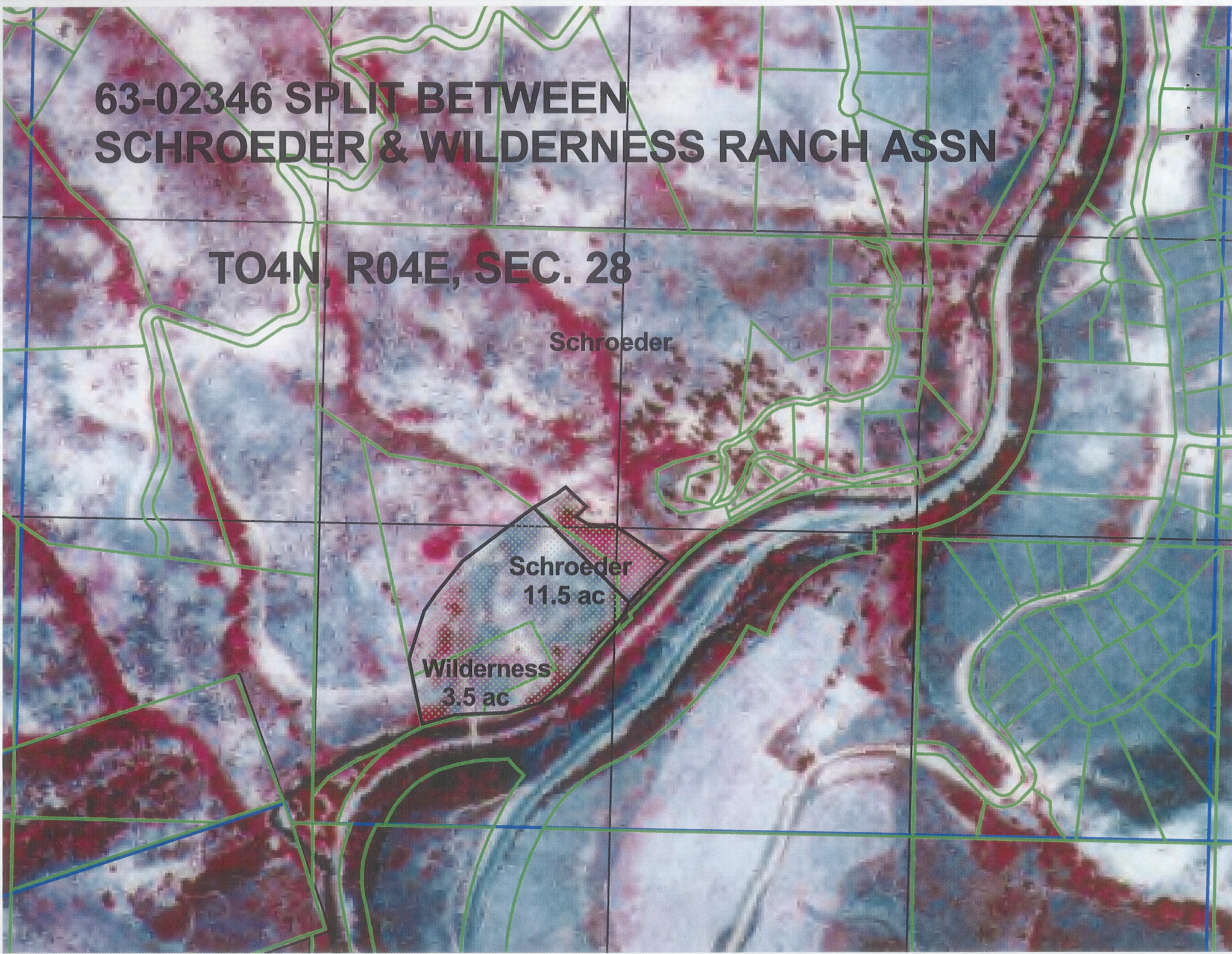
**63-02346 SPLIT BETWEEN  
SCHROEDER & WILDERNESS RANCH ASSN**

**TO4N, R04E, SEC. 28**

Schroeder

Schroeder  
11.5 ac

Wilderness  
3.5 ac



A63-31335

PHOTOS TAKEN: 10/22/2001



PHOTO # 1  
LOWER POINT OF  
DIVERSION AT THE  
20HP PUMP & MOTOR



PHOTO # 2  
UPPER POINT OF  
DIVERSION SITE AT  
THE 5 HP PUMP &  
MOTOR

A63-31335

PHOTOS TAKEN: 10/22/2001



PHOTO # 3  
PLACE OF USE  
LOOKING NORTHWEST  
FROM HIGHWAY 21

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

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-31335  
Date Received: 2/8/1989  
Receipt No:  
Received By:

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

1. Name of Claimant(s): VAL DEAN SCHROEDER  
13 BLACKSMITH RD  
BOISE ID USA 83716

Phone: (208)342-5948

2. Date of Priority: 07/26/1920

3. Source: MORES CREEK Trib. to: BOISE RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of 1/4 of 1/4 Lot | County | Type |
|----------|-------|---------|-----------------------|--------|------|
| 04N      | 04E   | 28      | NW SE                 | BOISE  |      |

5. Description of diverting works:

PUMP IN CREEK TO SPRINKLER SYSTEM ALONG WITH GRAVITY IRRIGATION.

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) A.F.A |
|------------|-------|-------|--------|------------|
| IRRIGATION | 04/01 | 11/01 | 0.38   |            |
| STOCKWATER | 01/01 | 12/31 | 0.02   |            |

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

| Township      | Range | Section | 1/4 of 1/4     | Lot | Use                      | Acres |
|---------------|-------|---------|----------------|-----|--------------------------|-------|
| 04N           | 04E   | 28      | SE SW<br>SE SW |     | STOCKWATER<br>IRRIGATION | 11.5  |
| Section Acres |       |         |                |     |                          | 11.5  |
| Total Acres   |       |         |                |     |                          | 11.5  |

11. Place of use in counties: BOISE

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

13. Other Water Rights Used:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 63-2346. Address also updated at time split was done. DB 10/24/2001

15. Basis of Claim: License

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: **A63-02346**  
Date Received: 2/ 8/1989  
Receipt No: W002177  
Received By: \_\_\_\_\_

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

1. Name: VAL DEAN SCHROEDER 208-342-5948  
Address: HC 33 BOX 1169  
BOISE ID 83706

2. Date of Priority: JUL 26, 1920

3. Source: MORES CREEK Trib. to: BOISE RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 04N      | 04E   | 28      | NW     | SE     |     |     | BOISE  |

5. Description of diverting works:  
PUMP IN CREEK TO SPRINKLER SYSTEM ALONG WITH GRAVITY IRRIGATION.

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 0.500 |      |        |
| STOCKWATER | 01/01 | 12/31 | 0.020 |      |        |

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:  
STOCKWATER, 20 HEAD

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use   | Acres |
|----------|-------|---------|--------|-----|-----|-------|-------|
| 04N      | 04E   | 28      | SE     | SW  |     | IRR   | 15.0  |
|          |       |         | SE     | SW  |     | STOCK |       |

**MICROFILMED**  
**OCT 2 1996**

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: BOISE

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

13. Other Water Rights Used:  
NONE

14. Remarks:

THE ORIGINAL LICENSE WAS ISSUED FOR 25" OF WATER FOR THE 15 ACRES WHICH THE CLAIMANT STATES IS NEEDED DUE TO POROUS SOIL, DECOMPOSED GRANITE. OWNERSHIP CHANGED BY LH 10/4/95.

15. Basis of Claim: LICENSE

Water Right Number: 14856

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 )  
 ) SS.  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

Seal

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

#19 P00 - Amman Sh #1  
339944  
285354

#20 339828 #2  
285296

#21 Moves A #1 at 20hp pump.  
339922 #2 = 100' North  
285121

20hp Century motor 6" intake  
6360356-02. 4" out

5hp Baldor  
JMM 32127

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

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 No(s): 63-02346

Adjudication Claim No(s): A 63-02346

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 showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency AERIAL PHOTO with the irrigated acres outlined and point(s) of diversion clearly marked. The AERIAL PHOTO should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former  
Owner/Claimant

Wilderness Ranch, Ltd.

6065 Karen Drive, Meridian, ID 83642

New Owner/Claimant(s)

Wilderness Ranch Owners' Association, Inc.

Name Connector (Check one) ☐ and, ☐ or, ☐ and/or

New Mailing Address

46 Wilderness Ranch Road

City, State and ZIP Code

Boise, ID 83716

New Telephone Number

(208) 342-4554

5. Date you acquired the property

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.

See Attachment A

Number of acres you irrigate with this water right 3.56 Ac Number and type of stock \_\_\_\_\_

Diversion rate in CFS \_\_\_\_\_ Number of homes you acquired \_\_\_\_\_ Other uses \_\_\_\_\_

7. Signature of New Owner(s) Wilderness Ranch Owners' Association, Inc.  
or Claimant(s)

BY

Richard D. Wells

President

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

3. 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.

GRANTOR: PAUL J. MONTALON AND LOIS A. MONTALON

GRANTEE: CHRISTOPHER P. BARNES AND JEFF BARNES

GRANTEE'S ADDRESS: 607 Reserve St. Boise, Idaho 83702

DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:

Situated in the County of Boise, State of Idaho:

SEE "EXHIBIT A" ATTACHED HERETO.

FOR VALUE RECEIVED, the above-named Grantor does hereby grant, bargain, sell, and convey unto the above-named Grantee, the real property above described; TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and Grantee's heirs and assigns forever.

And the said Grantor does hereby covenant to and with the said Grantee that Grantor is the owner in fee simple of said premises; and that they are free from all incumbrances except current year's taxes, levies, and assessments, and also except reservations, restrictions, and easements of record and easements visible upon the premises; and that Grantor will WARRANT and DEFEND the same from all lawful claims whatsoever. The use of the singular terms "Grantor" and "Grantee" herein shall be construed to include the plural as the context shall require under the circumstances.

DATED: May 1, 1978

Paul J. Montalon  
Lois A. Montalon

STATE OF IDAHO, COUNTY OF

On this First day of May, 1978,  
before me, a notary public in and for said State, personally appeared

Paul J. Montalon and  
Lois A. Montalon

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public  
Idaho

144563

BOISE COUNTY IDAHO 93  
REQUEST OF

John V. Voss  
DATE TIME H.

92 AUG 13 PH 3:08

APRILE C. KOLAR

BY John V. Voss

DEPUTY

FEE \$6.00

# Chain of Title

Re: (A) 63-02346 Change of Ownership

1978 Grant Deed

Paul J. & Lois A. Montalvo to  
Christopher & Jane Barnes

1980 Divorce Decree

Christopher Barnes vs Jane Barnes  
1. Real property to Christopher Barnes

1982 Warranty Deed.

Christopher Barnes to Wilderness Ranch, Ltd.

1994

Wilderness Ranch Segregation Subdivision  
platted establishing Lots 1 & 2 Sub  
Division

1996

Warranty Deed.

Wilderness Ranch, Ltd to Wilderness Ranch Owners  
for Lot 1, Wilderness Ranch Segregation, Sub  
(Lot 1 established as "Water Gallery")

1999

Warranty Deed

Wilderness Ranch, Ltd to Val Dean & Patricia  
Schroeder

Lot 2, Wilderness Ranch Segregation Sub.

CHANGE IN ADDRESS OF NOTICE OF CLAIM

[ ] Water Right Number (s): 63-2346

\_\_\_\_\_

\_\_\_\_\_

[ ] Old Mailing Address: HC 33 Box 1169  
Bouse, Id 83706

\_\_\_\_\_

[ ] New Mailing Address: \_\_\_\_\_  
13 Blacksmith Rd  
Bouse 83716.

New Telephone Number: ( ) \_\_\_\_\_

[ ] Signature of Claimant: Valdem Schuch

Date: \_\_\_\_\_

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: \_\_\_\_\_ By: \_\_\_\_\_

Further Action Needed:

Further Action Taken

Date: \_\_\_\_\_ By: \_\_\_\_\_

Final Review and Data-Entry

Date: \_\_\_\_\_ By: \_\_\_\_\_

Address changed when split was done 10/24/01.

DR

A63-02346 Split Tree

A63-02346 N/O Val Dean Schroeder

DR: .50 cfs = IRR .02 = Stock

POB: T04N, R04E, S28, NW SE

POU: T04N, R04E, S28, SESW - 15 ac.

SESW - Stock

A63-31335 N/O Val Dean Schroeder

DR: .38 = IRR .02 = Stock.

POB: T04N, R04E, S28, NWSE

POU: T04N, R04E, S28, SESW - 11.5 ac

(.38 total cfs)

SESW - Stock

A63-31336 N/O Wilderness Ranch, Ltd.

DR: .12 cfs - IRR (total)

POB: T04N, R04E, S28, NWSE

POU: T04N, R04E, S28, SESW - 3.5 ac.

✓ Address for Schroeder updated 10/24/01  
per address chg form in file.

(2-8-89)

"EXHIBIT A"

A parcel of land situated in the E. 1/4 of the S. W. 1/4 of Section 28 T.4N., R. 4E., B.M. Boise County, Idaho, and more particularly described as follows:

Commencing at a brass cap marking the 1/4 corner common to Sections 28 and 33, T.4N., R.4E; thence N. 0°10'06"E. along the center of Section 28 a distance of 1159.12 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING;

thence N. 56°49'19"W. a distance of 354.06 feet to a 5/8" iron pin;  
thence N. 56°08'10"W. a distance of 392.04 feet to a 5/8" iron pin;  
thence N. 83°16'31"W. a distance of 395.00 feet to a 5/8" iron pin;  
thence N. 54°43'38"W. a distance of 157.00 feet to a 5/8" iron pin;  
thence S. 12°59'43"E. a distance of 1316.94 feet to a point in Mores Creek, on the left right-of-way line of old Highway 21, (which point is witnessed by a 5/8" iron pin on the northerly bank of Mores Creek and bears N. 12°59'43"W. a distance of 38.15 feet.);  
thence along a curve to the right, having an arc length of 174.98 feet, a central angle of 15°00'50", a radius of 667.75 feet, of which the chord bears N. 72°51'59"E. a distance of 174.43 feet to a 5/8" iron pin on the right-of-way line 97.00 feet left of center line station 1151 + 39.7;  
thence continuing along the left right-of-way N. 79°53'05"E. a distance of 213.90 feet to a 5/8" iron pin 100 feet left of centerline station 1153 + 54.2;  
thence along a curve to the left having an arc length of 339.77 feet, a central angle of 41°12'01", a radius of 472.50 feet of which the chord bears N. 59°57'37"E. a distance of 332.49 feet to a point;  
thence N. 39°43'26"E. a distance of 282.06 feet the intersection of the left right-of-way line and the north-south centerline of Section 28, and which point fall in Mores Creek (and is witnessed by a 5/8" iron pin which bears N. 0°10'06"E. a distance of 51.28 feet.);  
thence leaving the left right-of-way line and continuing along the center section line N. 0°10'06"E. a distance of 261.86 feet to the point of beginning, containing a calculated area of 20.264 acres, more or less.

This deed also transfers 15 inches of water pertaining to and historically used on said property above described.

NO. 249  
FILED  
JAN 5 1981  
JOHN BASTIDA, CLERK  
DEPUTY

Kenneth L. Mallea  
GIVENS, McDEVITT, PURSLEY & WEBB  
Suite 500, Statehouse Square  
802 West Bannock  
P. O. Box 2720  
Boise, Idaho 83701  
Telephone: 342-6571

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

CHRISTOPHER F. BARNES,  
Plaintiff,  
-vs-  
JANE BARNES,  
Defendant.

CASE NO. 72872

JUDGMENT AND DECREE

This matter, having come on regularly before the Court  
this 5th day of January, 1981, and the Plaintiff having  
appeared in person with his attorney, Kenneth L. Mallea, Esq. of  
the firm Givens, McDevitt, Pursley & Webb, and the Defendant  
having neither appeared in person nor by counsel; and it appear-  
ing from the records and files of this action that a Complaint  
was filed September 9, 1980 and that Defendant acknowledged  
receipt of the Summons and Complaint; and

IT APPEARING that the Defendant is not and was not in the  
armed services of the United States and is not a minor nor an  
incompetent, and that an ORDER was made allowing default to be  
entered against said Defendant, which default was duly and  
lawfully entered;

THEREUPON oral evidence was presented to the Court from  
which it appears that the allegations of Plaintiff's Complaint  
are sustained, and it particularly appearing that Plaintiff is

JUDGMENT AND DECREE - 1

1 and was a bona fide resident of the State of Idaho for more  
2 than six (6) full weeks next preceding the commencement of  
3 this action, which said fact was duly corroborated by other  
4 independent evidence, and all and singular premises having been  
5 fully considered by the Court;

6 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

7 1. That the bonds of matrimony heretofore existing  
8 between the parties be, and the same hereby are, dissolved and  
9 the Plaintiff is granted an absolute divorce from the Defendant  
10 on the grounds of irreconcilable differences;

11 2. That Plaintiff pay the sum of \$100.00 per month to  
12 the Defendant for the support and maintenance of the minor  
13 child of the parties, commencing January 1, 1981, for those  
14 months in which the Defendant has physical custody of the minor  
15 child, for the years 1981 and 1982; commencing January 1, 1983,  
16 Plaintiff shall pay the sum of \$150.00 per month to Defendant  
17 for the support and maintenance of the minor child of the parties  
18 for those months in which Defendant has physical custody of the  
19 minor child of the parties, until the child reaches the age of  
20 majority or is otherwise emancipated.

21 3. The PROPERTY SETTLEMENT AND CUSTODY AGREEMENT attached  
22 hereto is merged into this Judgment and Decree.

23 DATED this 5th day of January, 1980.

24  
25  
26   
MAGISTRATE

27  
28 STATE OF IDAHO } ss.  
COUNTY OF ADA }  
I, J. David Haverro, 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 hereunto set my hand and affixed  
by official seal this 22 day  
of January 2081  
J. DAVID HAVARRO, Clerk  
By J. David Palmer Deputy

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

SUPPLEMENTAL ORDER

The provisions relating to custody, support, visitation and conduct of the parties, are subject to the following terms and conditions.

A. CARE AND SUPERVISION - The party who has custody of the children, herein after referred to as the Custodian, will provide the children (a) with regular and nutritious food. (b) with clean and appropriate clothing. (c) with sanitary and reasonable private living and sleeping quarters, (d) with appropriate medical examinations and treatment. (e) with guidance and counsel in worldly and spiritual matters. The custodian will (f) train the children to obey and respect their teachers and the law. (g) will require the children to attend all regular sessions of school until graduation unless excused for medical reasons or by the school, or by the Court, (h) will personally supervise and control the conduct and activities of the children except when they are at school or in known and usual recreational activities or in the immediate care of another competent person. The Custodian will not (i) engage in or permit in the presence of the children any excessive drinking immoral conduct, obscenities, violence disrespect for law and order (j) The Custodian will advise persons entitled to visitation of (k) all school or police disciplinary contacts. (l) all medical contacts and reports. (m) all other important developments in the lives and activities of the children.

B. CONTROL OF VISITATION - (a) the persons having visitation may take the children to such reasonable places for such reasonable activities as such person may determine. (b) the Custodian will have the children ready and available promptly for all visits. (c) If advised at least a day in advance, the Custodian will provide the children with such special and additional clothing as may be appropriate for the planned activities. (d) In the event a child is invited or desires to participate in other activities which may interfere with a visit, the Custodian will not encourage, permit or consent to such activities without previous approval of the person whose visitation will be interfered with, and will not deprecate the denial of such approval. (e) The person entitled to visitation may correspond with the children and Custodian shall not censor such correspondence. (f) The person entitled to visitation may telephone and talk for a maximum of 15 minutes to each child between 7:00 P.M. and 9:00 P.M. on Wednesday and Sundays and at such other times as the parties may agree and the Custodian shall not participate in such calls. (g) The Custodian must not reduce or deny visitation for failure of support.

C. METHOD OF PAYMENT OF CHILD SUPPORT - Unless otherwise ordered (a) child support shall be made payable to the Clerk of the District Court, and delivered to Room 206, Ada County Courthouse, or mailed to P. O. Box 877, Boise, Idaho, 83701. (b) All payments shall be made in cash or by or by certified check or by money order, and shall be identified by the number of this case or the names of the plaintiff and defendant in this case, (c) If a person required to make child support payments is unable for any reason to make such payments on or before the due date, a written explanation must be given to the Office of the Ada County Prosecuting Attorney prior to the due date of such payment. (d) Both the Plaintiff and Defendant shall promptly notify the Clerk of this Court in writing of any change of address.

D. INTERFERENCE - Neither parent will intrude upon the privacy of the other; nor vilify the other to anyone; nor prevent or restrict or in any way interfere with the other's rights granted by this or any other order.

E. INJUNCTION - The Plaintiff and Defendant and their agents and servants are enjoined and restrained from doing or attempting to do, or threatening to do, any act injuring, mistreating, vilifying or molesting the adverse party, or any of the children, or any person or persons lawfully employed by either parent to care for the children.

F. CONTEMPT - Violation of any of the orders or directives set forth above will be considered Contempt of Court. Punishment for Contempt of Court may be a fine or by imprisonment in the County jail.

G. ENFORCEMENT - Either party or as to child support payments, only, the prosecuting attorney or other court officer, having knowledge of a violation of this order may make application under oath to the Court for a citation for Contempt. The person making such application will be responsible for presentation of legal evidence in support thereof. If such citation will be issued the party or parties concerned will be notified to appear and answer. A frivolous application will result in appropriate censure.

ATTACHED TO AND MADE A PART OF THE FOREGOING DECREE # 72872 BY ORDER OF THE COURT THIS, 5 DAY

Jan 19 81

JOHN BASTIDA

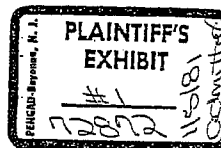
Clerk of The Court

By

Deputy

Furiosa Jalligon

PROPERTY SETTLEMENT  
AND  
CUSTODY AGREEMENT



THIS AGREEMENT, Made and entered into this 4 day of December, 1980, by and between CHRISTOPHER F. BARNES, hereinafter referred to as the "Husband", and JANE BARNES, hereinafter referred to as the "Wife";

W I T N E S S E T H:

WHEREAS, the parties hereto were married on or about the 5th day of November, 1972, in Berkeley, California, and ever since have been and still are husband and wife; and

WHEREAS, there is one child born the issue of this marriage, namely, Justin MacLane Barnes, born December 20, 1977; and

WHEREAS, in consequence of disputes and irreconcilable differences, the parties have separated and are now living separate and apart and intend to continue to live separate and apart for the rest of their natural lives; and

WHEREAS, the parties desire to confirm their separation and make arrangements in connection therewith, including the settlement of all questions relating to their property rights, the custody of their child, and also other rights and obligations growing out of the marriage relationship.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings herein set forth, the parties covenant and agree as follows:

1. The parties may and shall at all times hereafter live and continue to live separate and apart for the rest of their natural lives. Each shall be free of interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Subject to the provisions of this

Agreement, each may reside at such place or places as he or she may select. The parties shall not molest each other or compel or endeavor to compel the other to cohabit or dwell with him or her, by any legal or other proceedings for the restitution of conjugal rights or otherwise.

2. Subject to the provisions of this Agreement, each of the parties may in any way dispose of his or her property of whatever nature, real or personal, and the parties hereto, each for himself and herself, respectively, and for their respective heirs, legal representatives, executors, and administrators and assigns, hereby waives any right of election which he or she may have or hereafter acquire regarding the estate of the other, or to take against any last will and testament of the other, whether heretofore or hereafter executed, or as may now or hereafter be provided for in any law of the State of Idaho or any other state or territory of the United States or any foreign country, and renounces and releases all interest, right or claim of right of dower, or otherwise, that he or she now has or might otherwise have against the other, to the property of whatever nature, real or personal, of the other, under or by virtue of the laws of any state or country, and each will at the request of the other or his or her legal representatives, executors, administrators and assigns, execute, acknowledge and deliver any and all deeds, releases or other instruments necessary to bar, release or extinguish such interest, rights and claims, or which may be needed for the proper carrying into effect any of the provisions of this Agreement.

3. Of the community property accumulated during the marriage of the parties hereto, it is agreed that the following shall be set over to the Wife, which she shall receive as her sole and separate property:

1974 Mazda Rx4 Automobile

Personal effects of Wife and minor child

Account at Cooperative Center Federal Credit Union  
Berkeley, California #021317

4. Of the community property accumulated during the marriage of the parties hereto, it is agreed that the following shall be set over to the Husband, which he shall receive as his sole and separate property:

1978 GMC Pickup Truck

Personal effects of Husband

Checking account at The Idaho First National Bank,  
Broadway Office, Boise, Idaho #35-13794-7

Household furnishings and appliances

Real property and mobile home situated on the  
East 1/2 of the SW 1/4 of Section 28, Township  
4 North, Range 4 East, B.M., Boise County, Idaho,  
and more particularly described in Exhibit A  
attached hereto and by this reference incorporated  
herein.

5. The parties have incurred certain debts and obligations during the course of this marriage, as shown on Exhibit B, and Husband has agreed to assume the obligations for payment of said debts and obligations, and further agrees to save and hold harmless the Wife from any default on his part in paying said debts.

6. It is agreed that in the event the entire tract of real property described in Exhibit A is sold prior to the termination date of the real estate contract under which said property is being purchased, the Husband shall pay to Wife an amount equal to 50% of the gross selling price of said property, less \$117,000.00, but in no event shall such amount exceed \$15,000.00. Said amount shall be due and payable in ten (10) equal annual installments, together with interest thereon at the rate of 12% per annum on the unpaid principal balance. In the event the entire tract is not sold in one isolated transaction, then upon the sale of the final parcel thereof, Husband shall pay to Wife an amount equal to 50% of the

combined selling prices for all parcels, less \$117,000.00, but in no event shall such amount exceed \$15,000.00. Said amount shall likewise be due and payable in ten (10) equal annual installments together with interest thereon at the rate of 12% per annum on the unpaid principal balance.

In the event the real property described in Exhibit A is not sold prior to the expiration date of the real estate contract under which said property is being purchased, then Husband shall pay to Wife, upon such expiration date, the sum of \$15,000.00. Said sum shall be due and payable in ten (10) equal annual installments, together with interest thereon at the rate of 12% per annum on the unpaid principal balance.

In the event Husband shall hypothecate, assign, mortgage or otherwise encumber the property described in Exhibit A prior to the expiration date of the real estate contract under which said property is being purchased, and as a result thereof realizes cash proceeds in excess of \$117,000.00, Husband shall pay to Wife an amount equal to 50% of such cash proceeds in excess of \$117,000.00, but in no event shall such amount exceed \$15,000.00. Said amount shall be due and payable in ten (10) equal annual installments together with interest thereon at the rate of 12% per annum on the unpaid principal balance.

7. The parties each acknowledge that they are both fit and proper parents and view their continuing involvement in the upbringing of the minor child, Justin MacLane Barnes, as a paramount consideration. Husband and Wife shall have the joint care, custody and control of said minor child, with the following guidelines and limitations:

(A) Physical Custody. It is further contemplated that the initial physical custody of the child shall be with the Wife and that the child will reside with the Wife during the school year.

During holidays and summer vacations the child will reside with the Husband. Thereafter the parties shall have physical care and custody of the child as may be dictated by the best interests of the child.

(B) Consultation. Husband and Wife shall consult together frequently by telephone or correspondence if personal conference is impractical, in an effort to mutually agree in regard to the welfare, religious training, education and development of the minor child to the end that so far as possible they may adopt a mutually harmonious policy in regard to his upbringing. Neither Husband nor Wife shall attempt, or condone any attempt, directly or indirectly, by any means, to estrange the child from the other party, but on the contrary shall at all times encourage and foster in the child sincere respect and affection for both parents. Each party shall keep the other party advised as to any serious illness or other major developments with respect to the child. Both Husband and Wife agree to keep the other party currently advised of the other's residence and business address and telephone numbers. Each party shall be entitled to speak to the child by telephone at reasonable times and intervals when the child is in the custody or subject to the control of the other party. Correspondence and communication between the parties and the child will be encouraged and facilitated by both parties.

(C) Minor Child's Travel Expenses. It is agreed that the parties shall divide equally the travel expenses incurred in the transfer of the physical custody of the minor child between the parties.

(D) Support of Minor Child. Commencing January 1, 1981, Husband shall pay to the Wife as and for the support, care, education and maintenance of the minor child, the amount of \$100.00 per month for those months during which Wife has the physical custody of the minor child, for the calendar years 1981 and 1982. Commencing

January 1, 1983, the Husband shall pay the sum of \$150.00 per month to the Wife for those months during which Wife has the physical custody of the minor child, for the support, care, education and maintenance of the minor child. Commencing January 1 of each calendar year thereafter the monthly support payments shall be adjusted upward or downward based upon the previous calendar year's officially published Consumer Price Index.

(E) Income Tax Deductions. The parties agree that the parent who has the actual physical custody of the minor child for more than a six-month period in any given tax year shall be entitled to claim the child as a dependent for income tax purposes in that year.

8. Each party hereto warrants to the other party that he or she has not incurred, and covenants that he or she will not incur, any liability or obligation on which he or she is, or may be liable; and covenants and agrees that if any claim, action or proceeding shall hereafter be brought seeking to hold him or her liable on account of any of his or her debts, liabilities, acts or omissions, he or she shall, at his or her own expense, defend him or her against any such claim or demand (whether or not well founded) and shall hold him or her free and harmless therefrom.

9. The parties agree that any and all property acquired by either of them from and after the effective date of this Agreement shall be the sole and separate property of the one so acquiring it. Each party waives any and all property rights in or to such future acquisitions.

10. Each of the parties hereto waives any and all right to inherit the estate of the other at his or her death, and to take property from the other by devise or bequest (unless under a will executed subsequent to the effective date hereof), or to claim any family allowance or probate homestead, or to act as personal

representative upon intestacy of the other's estate (except as the nominee of another legally entitled to the right), or to act as personal representative of the will of the other (unless under a will executed subsequent to the effective date hereof).

11. The parties agree that this Agreement contains the entire understanding of the parties and that there are no representations, promises, warranties, covenants or undertakings other than those contained herein. Further, this Agreement supersedes all prior agreements between the parties hereto concerning any matters contained herein. Any such prior agreements between the parties hereto concerning any of the matters contained herein, whether in writing or otherwise, shall have no force or effect upon and after the date of the execution of this Agreement.

12. The parties agree to execute any and all additional documents which may be required to fulfill the purposes and intent of this Agreement.

13. The Agreement shall be incorporated and merged into any final divorce decree. This Agreement shall survive the execution and delivery by either party of any or all of the instruments required by this Agreement.

14. Each party agrees to pay his or her own attorneys fees incidental to the preparation of this Agreement and to the pending divorce action.

15. Only one original of this Agreement shall be executed, but the parties shall be entitled to a conformed copy thereof.

16. This Agreement may not be altered, amended or modified except by an instrument in writing signed by both the parties hereto.

17. This Agreement shall be binding upon and inure to the benefit of both the parties, their heirs, executors, administrators, successors and assigns.

18. With respect to the divorce action pending between the parties hereto, it is understood and agreed that this Agreement shall be submitted to the Court in such action with the request that the same be approved in its entirety.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

"WIFE"

Jane Barnes  
JANE BARNES

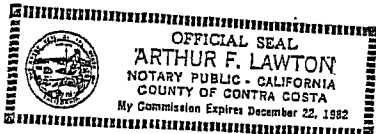
"HUSBAND"

Christopher F. Barnes  
CHRISTOPHER F. BARNES

STATE OF CALIFORNIA )  
County of Contra Costa ) ss.

On this 22 day of November, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE BARNES, known to me to be the person whose name is subscribed to the within and 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.



[Signature]  
Notary Public for California  
Residing at 541 San Jose Valley Blvd  
Danville, Calif

STATE OF IDAHO )  
County of Ada ) ss.

On this 4th day of December, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTOPHER F. BARNES, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

[Signature: Dina Wheeler]  
Notary Public for Idaho  
Residing at Boise, Idaho

"EXHIBIT A"

A parcel of land situated in the E.½ of the S. W.½ of Section 28 T.4N., R. 4E., B.M. Boise County, Idaho, and more particularly described as follows:

Commencing at a brass cap marking the ¼ corner common to Sections 28 and 33, T.4N., R.4E; thence N. 0°10'06"E. along the center of Section 28 a distance of 1169.12 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING;

thence N.56°49'19"W. a distance of 354.06 feet to a 5/8" iron pin;

thence N.56°08'10"W. a distance of 392.04 feet to a 5/8" iron pin;

thence N.83°16'31"W. a distance of 395.00 feet to a 5/8" iron pin;

thence N.54°43'38"W. a distance of 157.00 feet to a 5/8" iron pin;

thence S.12°59'43"E. a distance of 1316.94 feet to a point in Mores Creek, on the left right-of-way line of old Highway 21, (which point is witnessed by a 5/8" iron pin on the northerly bank of Mores Creek and bears N.12°59'43"W. a distance of 38.15 feet.);

thence along a curve to the right, having an arc length of 174.98 feet, a central angle of 15°00'50", a radius of 667.75 feet, of which the chord bears N.72°51'59"E. a distance of 174.48 feet to a 5/8" iron pin on the right-of-way line 97.00 feet left of center line station 1161 + 39.7;

thence continuing along the left right-of-way N.79°55'05"E. a distance of 213.90 feet to a 5/8" iron pin 100 feet left of centerline station 1163 + 54.2;

Thence along a curve to the left having an arc length of 339.77 a central angle of 41°12'01", a radius of 472.50 feet of which the chord bears N.59°57'37"E. a distance of 332.49 feet to a point;

thence N.39°43'26"E. a distance of 282.06 feet the intersection of the left right-of-way line and the north-south centerline of Section 28, and which point fall in Mores Creek (and is witnessed by a 5/8" iron pin which bears N.0°10'06"E. a distance of 51.28 feet.);

thence leaving the left right-of-way line and continuing along the center section line N.0°10'06"E. a distance of 261.86 feet to the point of beginning, containing a calculated area of 20.264 acres, more or less.

# LIABILITIES

| Creditor                  | Nature of Liability  | Current Balance Owed |
|---------------------------|----------------------|----------------------|
| Paul and Lois Montalon    | Real Estate Contract | \$64,000.00          |
| Bruce Morrison            | Personal Loan        | \$10,000.00          |
| David Barnes              | Personal Loan        | \$ 7,500.00          |
| Margaret M. MacLane       | Personal Loan        | \$ 2,500.00          |
| Wards                     | General Account      | \$ 838.00            |
| American Express          | General Account      | \$ 100.00            |
| Bazaar                    | General Account      | \$ 85.00             |
| Sears                     | General Account      | \$ 846.00            |
| Rainier Credit            | Wood Stove           | \$ 1,366.00          |
| Idaho First National Bank | Mobile Home          | \$10,465.00          |
| Visa                      | General Account      | \$ 1,320.00          |
| Penneys                   | General Account      | \$ 190.00            |
| Master Charge             | General Account      | \$ 1,000.00          |
| GMC Financing             | Truck Contract       | \$ 7,500.00          |
| Idaho First National Bank | General Account      | \$ 800.00            |

EXHIBIT B

For Value Received. CHRISTOPHER F. BARNES, a single man,

the grantor, does hereby grant, bargain, sell and convey unto WILDERNESS RANCH, LTD., an Idaho limited partnership,

the grantee, whose current address is c/o Idaho City Stage, Boise, Idaho 83706,

the following described premises, in Boise County Idaho, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE.

Grantor, by this Deed, also conveys to Grantee all water permits,  
water licenses (including State of Idaho Water License No. 14856),  
and other water rights appertaining to the aforesaid premises.

BOISE COUNTY IDAHO SS  
REQUEST OF

*Pat. View*  
DATE

144564

92 AUG 13 PM 3:08

ARLENE R. KOLAR

BY *John J. York*  
DEPUTY

FEES \$6.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,  
its successors, heirs and assigns forever. And the said Grantor does hereby covenant to and  
with the said Grantee, that he is the owner in fee simple of said premises; that they are free  
from all incumbrances except taxes and assessments for 1982 and easements of  
record,

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

Dated: *July 17*, 1982.

*Christopher F. Barnes*  
Christopher F. Barnes

STATE OF IDAHO, COUNTY OF *Boise*  
On this *17th* day of *July*, 1982,  
before me, a notary public in and for the said State, personally appeared CHRISTOPHER F. BARNES,  
a single man.

Identified *himself* to me as the person whose name is  
subscribed to the within instrument, and acknowledged to  
me that he executed the same.

Notary Public  
Residing at \_\_\_\_\_, Idaho  
Comm. Expires \_\_\_\_\_

STATE OF IDAHO, COUNTY OF \_\_\_\_\_  
I hereby certify that this instrument was filed for record at  
the request of \_\_\_\_\_

at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
1982, in my office, and duly recorded in Book  
of Deeds at Page \_\_\_\_\_

\_\_\_\_\_  
L. Office Recorder

By \_\_\_\_\_ Deputy.

Fees \$  
Paid to:

INSTRUMENT NO.

"EXHIBIT A"

A parcel of land situated in the E. 4 of the S. W. 4 of Section 28 T.4N., R. 4E., B.M. Boise County, Idaho, and more particularly described as follows:

Commencing at a brass cap marking the 1/4 corner common to Sections 28 and 33, T.4N., R.4E; thence N. 0°10'06"E. along the center of Section 28 a distance of 1169.12 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING;

thence N.56°49'19"W. a distance of 354.06 feet to a 5/8" iron pin;

thence N.56°08'10"W. a distance of 392.04 feet to a 5/8" iron pin;

thence N.83°16'31"W. a distance of 395.00 feet to a 5/8" iron pin;

thence N.54°43'38"W. a distance of 157.00 feet to a 5/8" iron pin;

thence S.12°59'43"E. a distance of 1316.94 feet to a point in Mores Creek, on the left right-of-way line of old Highway 21, (which point is witnessed by a 5/8" iron pin on the northerly bank of Mores Creek and bears N.12°59'43"W. a distance of 38.15 feet.);

thence along a curve to the right, having an arc length of 174.98 feet, a central angle of 15°00'50", a radius of 667.75 feet, of which the chord bears N.72°51'59"E. a distance of 174.48 feet to a 5/8" iron pin on the right-of-way line 97.00 feet left of center line station 1161 + 39.7;

thence continuing along the left right-of-way N.79°55'05"E. a distance of 213.90 feet to a 5/8" iron pin 100 feet left of centerline station 1163 + 54.2;

thence along a curve to the left having an arc length of 339.77 a central angle of 41°12'01", a radius of 472.50 feet of which the chord bears N.59°57'37"E. a distance of 332.49 feet to a point;

thence N.39°43'26"E. a distance of 282.06 feet the intersection of the left right-of-way line and the north-south centerline of Section 28, and which point fall in Mores Creek (and is witnessed by a 5/8" iron pin which bears N.0°10'06"E. a distance of 51.28 feet.);

thence leaving the left right-of-way line and continuing along the center section line N.0°10'06"E. a distance of 261.86 feet to the point of beginning, containing a calculated area of 20.264 acres, more or less.

162336  
WARRANTY DEED  
(Water Gallery)

INST# 162336  
REQUEST Bohner Chasent  
Walton  
95 OCT -9 PM 1:53  
BOISE COUNTY RECORDER  
BY Shirley Genge  
aud. 10/9/95

FOR VALUE RECEIVED, WILDERNESS RANCH, LTD., an Idaho limited partnership, hereinafter referred to as the Grantor, hereby grants, bargains, sells and conveys unto WILDERNESS RANCH OWNERS' ASSOCIATION, INC., whose address is HC 33, Box 3130, Boise, Idaho 83706, hereinafter referred to as the Grantee, the following described premises situated in Boise County, State of Idaho, to-wit:

Lot 1 of WILDERNESS RANCH SEGREGATION SUBDIVISION, according to the amended plat thereof recorded as Instrument No. 154310, records of the Boise County Recorder, Boise County, Idaho.

TOGETHER with a negative easement prohibiting certain activities on Lot 2 of WILDERNESS RANCH SEGREGATION SUBDIVISION, as amended, so as to maintain the potability and quantity of water being taken from the water system constructed on Lot 1 for so long as Lot 1 is being used to acquire water for Grantee's members. The easement shall restrict Grantor as the Owner of Lot 2 and all future owners of Lot 2 from placing, constructing or using an injection well or sump on any part of Lot 2 or from placing, constructing, installing, using or maintaining within 300 feet from the outer boundaries of Lot 1 anything which is a potential source of contamination of ground water at or below the surface of the ground or which would be likely to render the ground water on Lot 1 unsafe for human consumption without treatment, including without limitation, cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hatches, pig pens or other enclosures or structures for the keeping or maintaining of fowl or animals, liquid or dry chemicals, herbicides, fertilizers, pesticides or insecticides. This negative easement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in or to Lot 2.

RESERVING unto the Grantor and to the Grantor's successors and assigns a non-exclusive road easement across the existing road and bridge lying across Lot 1 as described in the preceding paragraph for access to Lot 2.

The parties have contemporaneously executed a separate maintenance agreement for the road and bridge easement across Lot 1.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity.

TO HAVE AND TO HOLD all and singular the property, together with the appurtenances, unto the Grantee, Grantee's successors, heirs and assigns forever.

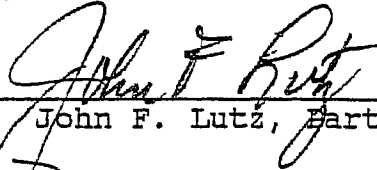
AND Grantor shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns and against all and every person and persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereunto executed this Deed the \_\_\_\_\_ day of \_\_\_\_\_, 1996.

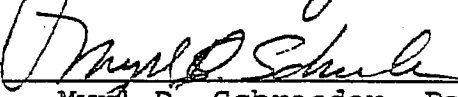
WILDERNESS RANCH, LTD., an Idaho  
Limited Partnership

By: S&L DEVELOPMENT COMPANY, an  
Idaho general partnership and the  
general partner of Wilderness Ranch,  
Ltd.

By

  
John F. Lutz, Partner

By

  
Myrl D. Schroeder, Partner

STATE OF IDAHO )  
                  : ss.  
County of Ada )

On this 13 day of August, 1996, before me, a Notary Public in and for the State of Idaho, personally appeared JOHN F. LUTZ and MYRL D. SCHROEDER known to me to be two of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partners who subscribed the partnership name to the foregoing instrument and acknowledged to me that they executed the same in the partnership's name.

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

  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires 2-27-97

COPY

173085

INST# 173085

REQUEST Westberg, McCabe  
J. Collins

99 MAY 19 AM 11:35

BOISE COUNTY RECORDER

BY C. Gravelle

TYPE 31 FEE 9.00/ck

## WARRANTY DEED

FOR VALUE RECEIVED, WILDERNESS RANCH, LTD., an Idaho limited partnership, hereinafter referred to as the Grantor, hereby grants, bargains, sells and conveys unto VALDEAN M. SCHROEDER and PATRICIA J. SCHROEDER, husband and wife whose address is 13 Blacksmith Road, Boise, ID 83716, hereinafter referred to as the Grantee, the following described premises situated in Boise County, State of Idaho, to-wit:

- Lot 2 of WILDERNESS RANCH SEGREGATION SUBDIVISION, according to the Amended Plat thereof recorded as Instrument No. 154310, records of the Boise County Recorder, Boise County, Idaho.

TOGETHER with that certain easement reserved in the Warranty Deed between Wilderness Ranch, Ltd., an Idaho limited partnership, as Grantor and Wilderness Ranch Owners' Association, Inc., an Idaho corporation, as the Grantee which was recorded October 9, 1996 as Instrument No. 162336, records of the Boise County Recorder, Boise County, Idaho, whereby the Grantor reserved a non-exclusive road easement across the existing road and bridge lying across Lot 1 of WILDERNESS RANCH SEGREGATION SUBDIVISION as referred to above for access to Lot 2 of WILDERNESS RANCH SEGREGATION SUBDIVISION.

SUBJECT to the negative easement contained in that certain Warranty Deed between Wilderness Ranch, Ltd., an Idaho limited partnership, as Grantor and Wilderness Ranch Owners' Association, Inc., an Idaho corporation, as Grantee recorded October 9, 1996 as Instrument No. 162336, records of the Boise County Recorder, Boise County, Idaho.

ALSO SUBJECT to that certain Acknowledgment of Negative Easement between Wilderness Ranch, Ltd., an Idaho limited partnership and Wilderness Ranch Owners' Association, Inc., an Idaho corporation, recorded October 9, 1996 as Instrument No. 162343, records of the Boise County Recorder, Boise County, Idaho.

SUBJECT TO easements, reservations and restrictions of

record or apparent and real property taxes and assessments for the year 1999 and thereafter.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity.

TO HAVE AND TO HOLD all and singular the property, together with the appurtenances, unto the Grantee, Grantee's successors, heirs and assigns forever.

AND Grantor shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns and against all and every person and persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereunto executed this Deed the 11 day of May, 1999.

WILDERNESS RANCH, LTD., an Idaho  
Limited Partnership

By: S & L DEVELOPMENT COMPANY, an  
Idaho general partnership and the  
general partner of Wilderness Ranch,  
Ltd.

By John F. Lutz  
John F. Lutz, Partner

By Myrl D. Schroeder  
Myrl D. Schroeder, Partner

STATE OF IDAHO )  
                  : ss.  
County of Ada )

On this 12 day of May, 1999, before me, a Notary Public in and for the State of Idaho, personally appeared JOHN F. LUTZ known to me to be one of the two of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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

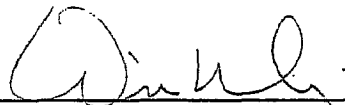


Notary Public for State of Idaho  
Residing at Boise, Idaho  
My Commission Expires 2-27-2003

STATE OF IDAHO )  
                              : ss.  
County of Ada )

On this 11 day of May, 1999, before me, a Notary Public in and for the State of Idaho, personally appeared MYRL D. SCHROEDER, known to me to be one of the two of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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



Notary Public for State of Idaho  
Residing at Boise, Idaho  
My Commission Expires 2-27-2003

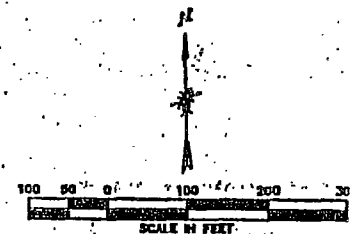
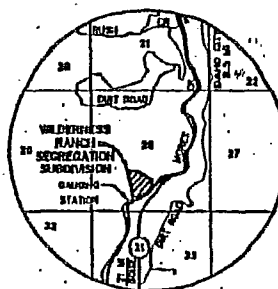
# AMENDED PLAT OF WILDERNESS RANCH SEGREGATION SUBDIVISION

SITUATED IN THE SW 1/4 OF SECTION 28 T4N R4E BM BOISE COUNTY IDAHO

1984

PLAT DATE: 09/09/84 - 10.27.00

## VICINITY MAP



## CURVE TABLE

| CURVE | DELTA      | RADIUS  | LENGTH  | CHORD   | BEARING               |
|-------|------------|---------|---------|---------|-----------------------|
| C1    | 41°12'00"  | 472.50' | 238.70' | 177.62' | 332.40° S 29°25'14" W |
| C2    | 120°12'34" | 647.70' | 178.82' | 84.97'  | 173.04° S 72°24'10" W |

## LINE TABLE

| LINE | DIRECTION     | DISTANCE |
|------|---------------|----------|
| L1   | S 60°13'02" E | 54.95'   |
| L2   | S 17°25'15" E | 38.15'   |
| L3   | S 17°25'30" E | 38.15'   |

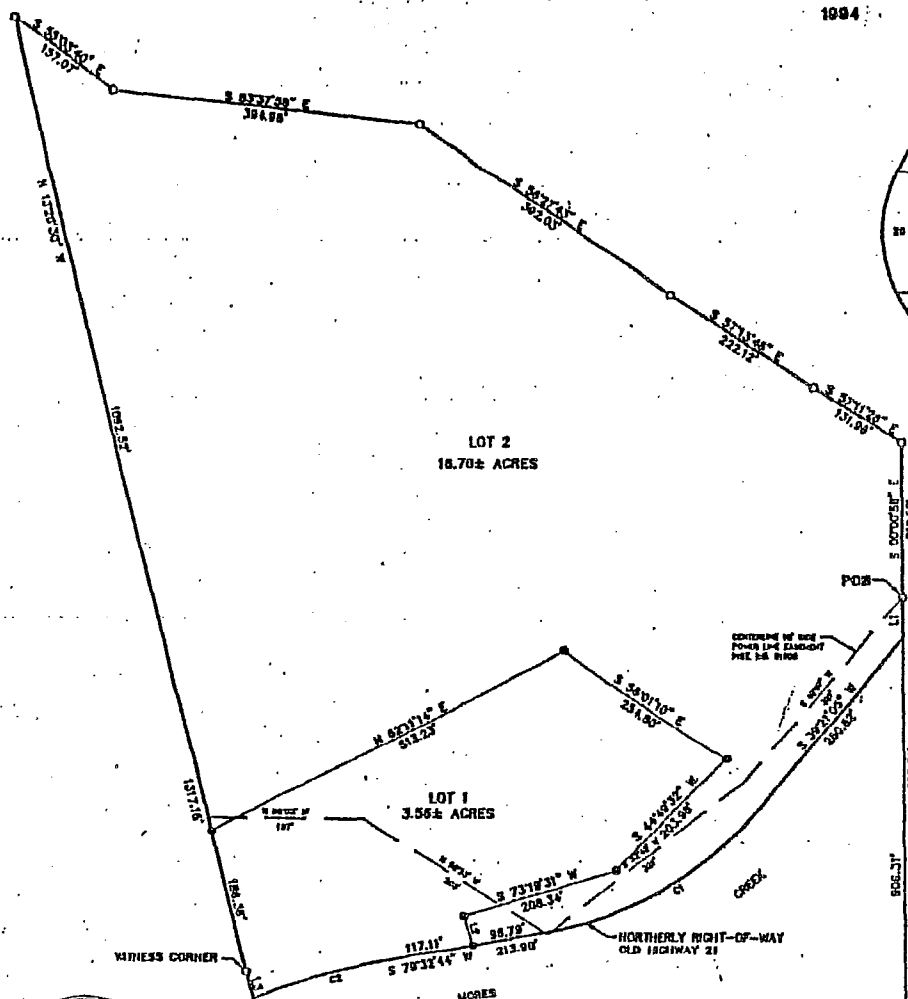
## LEGEND

- ⊙ FOUND BRASS CAP
- FOUND 5/8" STEEL PIN
- ⊙ SET 5/8" STEEL PIN
- CALCULATED POINT

## NOTES

- The developer shall comply with Section 31-3603, Idaho Code, relating to transfer of water rights.
- Building setbacks shall be at least:
 

|       |         |
|-------|---------|
| Front | 20 feet |
| Rear  | 15 feet |
| Side  | 10 feet |
- Boise County assumes no responsibility for maintenance of roads plotted hereon, subject to Boise County Ordinance 83-1.
- A 12 foot utility and drainage easement exists inside all lot lines along roads and along the subdivision boundary, and a 12 foot easement will be centered on all interior lot lines, unless determined not to be needed by architectural control committee, if none, then by a homeowners association, by recorded affidavit.
- Lots shall not be reduced by size without prior approval of appropriate health authority and the Boise County Commissioners.
- All areas shown hereon are for tax purposes only.
- Utility and drainage easements along roads may be used as a road right-of-way easement and for snow storage.
- Sanitary restrictions are in effect pursuant to sections 50-1326 through 50-1329, Idaho Code.



7124197

(BASE OF BEARING)  
SW CORNER SECTION 28 CP&F No. 148300  
N 89°44'34" E 1307.82'  
SE CORNER SW 1/4 SW 1/4 SECTION 28  
2819.84'  
1307.82'  
SE CORNER SW 1/4 SECTION 28 CP&F No. 148301

PREPARED BY  
**ROYLANCE AND ASSOCIATES PA**  
Engineers - Surveyors - Landplanners  
4619 Suite D-2 Emerald Street  
Boise, Idaho 83706  
(208) 336-7300



154310

REQUEST OF  
myrl Schroder  
DATE TIME H.

94 DEC -8 AM 11:39

ARLENE C. KOLAR

by Henry  
DEPUTY

FEE \$ 11.00

Instrument # 180412  
IDAHO CITY, BOISE COUNTY, IDAHO  
2001-03-19 04:17:36 No. of Pages: 3  
Recorded for : MTN VIEW TITLE  
RORA A. CANODY Fee: 9.00  
Ex-Officio Recorder Deputy *Shirley George*  
Index to: MISCELLANEOUS

**ADDENDUM  
TO  
AMENDED PLAT OF  
WILDERNESS RANCH SEGREGATION SUBDIVISION**

THIS ADDENDUM is made and entered into by WILDERNESS RANCH, LTD., an Idaho limited partnership.

WHEREAS, the Amended Plat of Wilderness Ranch Segregation Subdivision which is situated in the SW $\frac{1}{4}$  of Section 28, T.4N., R.4E., B.M., Boise County, Idaho, was recorded as Instrument No. 154310, records of the Boise County Recorder, Boise County, Idaho (Amended Plat).

WHEREAS, The Certificate of Owner attached to the Amended Plat was ostensibly executed by Wilderness Ranch, Ltd., an Idaho corporation, acting through Myrl Schroeder, partner. The form of the execution of that instrument was in error and the general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, is S&L Development Company, an Idaho general partnership, composed of Myrl D. Schroeder, partner, and John F. Lutz, general partner.

WHEREAS, it is the purpose of this instrument to confirm and correct the execution of the Segregation Subdivision by the owner of the property, Wilderness Ranch, Ltd., an Idaho limited partnership.

NOW, THEREFORE, Wilderness Ranch, Ltd., an Idaho limited partnership, hereby corrects "Certificate of Owners" of the Amended

Plat by executing this instrument with the same force and effect as if the Amended Plat had been originally properly executed by it on September 22, 1994.

WILDERNESS RANCH, LTD., an Idaho  
Limited Partnership

By: S&L DEVELOPMENT COMPANY an Idaho  
general partnership and the general  
partner of Wilderness Ranch, Ltd.

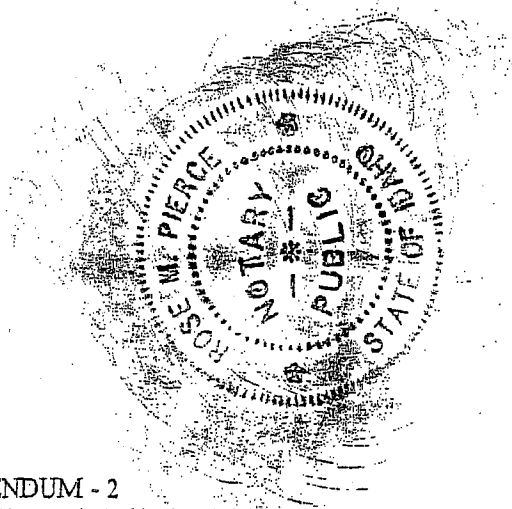
By John F. Lutz  
John F. Lutz, Partner

By Myrl D. Schroeder  
Myrl D. Schroeder, Partner

STATE OF IDAHO                    )  
                                          : ss.  
County of Twin Falls        )

On this 9<sup>th</sup> day of March, in the year 2001, before me, a Notary Public in and for the State of Idaho, personally appeared JOHN F. LUTZ, known to me to be one of the two partners of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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

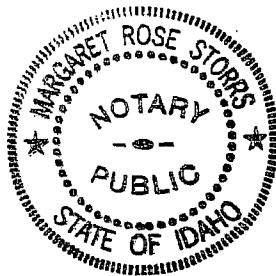


Rose M. Rance  
Notary Public for State of Idaho  
Residing at: Twin Falls, ID  
My Commission Expires: 2-21-2003

STATE OF IDAHO )  
                  : ss.  
County of Ada    )

On this 16<sup>th</sup> day of March, in the year 2001, before me, a Notary Public in and for the State of Idaho, personally appeared **MYRL D. SCHROEDER**, known to me to be one of the two partners of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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



Margaret Rose Starns  
Notary Public for State of Idaho  
Residing at: Boise  
My Commission Expires: 05/14/2004

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

In Re SRBA )  
Case No. 39576 )  
PARTIAL DECREE PURSUANT TO  
I.R.C.P. 54(b) FOR  
Water Right 63-31335

2004 AUG 25 PM 4:51  
FILED  
TWIN FALLS CO., IDAHO

NAME AND ADDRESS: VAL DEAN SCHROEDER  
13 BLACKSMITH RD  
BOISE, ID 83716

SOURCE: MORES CREEK TRIBUTARY: BOISE RIVER

QUANTITY: 0.38 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL  
NOT EXCEED 13,000 GALLONS PER DAY.  
USE OF THIS RIGHT WITH RIGHT NO. 63-31336 IS LIMITED TO A TOTAL  
COMBINED DIVERSION RATE OF .50 CFS.

PRIORITY DATE: 07/26/1920

POINT OF DIVERSION. T04N R04E S28 SESW Within Boise County  
SWSE

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE  | QUANTITY |
|-------------------------------|----------------|----------------|----------|
|                               | Irrigation     | 04-01 TO 11-01 | 0.38 CFS |
|                               | Stockwater     | 01-01 TO 12-31 | 0.02 CFS |

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS  
EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15,  
PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE  
OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS  
SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR  
LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A  
PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

DIVERSION FOR IRRIGATION UNDER THIS WATER RIGHT PRIOR TO  
APRIL 1 AND AFTER OCTOBER 31 SHALL OCCUR ONLY AS AUTHORIZED BY  
THE WATER DISTRICT 63 WATER MASTER AND ONLY WHEN WATER IS BEING  
RELEASED FOR FLOOD CONTROL BY THE UNITED STATES FROM THE LUCKY  
PEAK DAM OUTLET UNDER PROCEDURES AND REQUIREMENTS FOR THE  
MEMORANDUM OF AGREEMENT BETWEEN THE U.S. DEPARTMENT OF THE ARMY  
AND THE U.S. DEPARTMENT OF THE INTERIOR FOR FLOOD CONTROL  
OPERATIONS OF THE BOISE RIVER RESERVOIRS, DATED NOVEMBER 20,  
1953, THE WATER CONTROL MANUAL FOR BOISE RIVER RESERVOIR DATED  
APRIL 1985 AND ANY FUTURE AMENDMENTS OR REVISIONS MADE THERETO  
PURSUANT TO STATE OR FEDERAL PROCEDURES OR LAW; PROVIDED THAT  
ANY SUCH USE OF THIS WATER RIGHT PRIOR TO APRIL 1 AND AFTER  
OCTOBER 31 SHALL BE SUBORDINATED TO WATER RIGHTS FOR STORAGE IN  
LUCKY PEAK RESERVOIR AND/OR LAKE LOWELL AS DECREED IN SRBA  
CASE NO. 39576.

|               |                  |          |                     |
|---------------|------------------|----------|---------------------|
| PLACE OF USE: | Irrigation       |          | Within Boise County |
|               | T04N R04E S28    | NESW 0.5 | SESW 10.0           |
|               |                  | SWSE 1.0 |                     |
|               | 11.5 Acres Total |          |                     |
| Stockwater    |                  |          | Within Boise County |
|               | T04N R04E S28    | NESW     | SESW                |
|               |                  | SWSE     |                     |

USE OF THIS RIGHT WITH RIGHT NO. 63-31336 IS LIMITED TO THE  
IRRIGATION OF A COMBINED TOTAL OF 15 ACRES IN A SINGLE  
IRRIGATION SEASON.

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

*Recommended*

*8/24/04*

*John M. Melanson*

\_\_\_\_\_  
John M. Melanson  
Presiding Judge of the  
Snake River Basin Adjudication

08/12/2003

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

RIGHT NUMBER: 63-31335

NAME AND ADDRESS: VAL DEAN SCHROEDER  
13 BLACKSMITH RD  
BOISE ID 83716

SOURCE: MORES CREEK

TRIBUTARY: BOISE RIVER

QUANTITY: 0.380 CFS

USE OF THIS RIGHT WITH RIGHT NO. 63-31336 IS LIMITED TO A TOTAL  
COMBINED DIVERSION RATE OF .50 CFS.

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

PRIORITY DATE: 07/26/1920

POINT OF  
DIVERSION: T04N R04E S28 SESW Within BOISE County  
T04N R04E S28 SWSE Within BOISE County

PURPOSE AND  
PERIOD OF USE:

| PURPOSE OF USE | PERIOD OF USE | QUANTITY  |
|----------------|---------------|-----------|
| STOCKWATER     | 01/01 12/31   | 0.020 CFS |
| IRRIGATION     | 04/01 11/01   | 0.380 CFS |

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS  
EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER  
15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED.  
THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER  
THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO  
SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY  
DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR  
THIS RIGHT.

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir and/or Lake Lowell as decreed in SRBA Case No. 39576.

PLACE OF USE: IRRIGATION Within BOISE County

|               |      |     |               |      |      |
|---------------|------|-----|---------------|------|------|
| T04N R04E S28 | NESW | 0.5 | T04N R04E S28 | SESW | 10.0 |
| T04N R04E S28 | SWSE | 1.0 |               |      |      |

STOCKWATER Within BOISE County

|               |      |  |               |      |  |
|---------------|------|--|---------------|------|--|
| T04N R04E S28 | NESW |  | T04N R04E S28 | SESW |  |
| T04N R04E S28 | SWSE |  |               |      |  |

11.5 ACRES TOTAL

08/12/2003

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

---

USE OF THIS RIGHT WITH RIGHT NO. 63-31336 IS LIMITED TO THE  
IRRIGATION OF A COMBINED TOTAL OF 15 ACRES IN A SINGLE IRRIGATION  
SEASON.

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

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR  
STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL  
BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

STOCKWATER, 20 HORSES AND RANGE CATTLE

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION  
PURSUANT TO SECTION 42-1425, IDAHO CODE.

US  
Dm  
PL  
P  
C.P.R.

5w

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

In Re SRBA )

A. Subcase 63-31335

(Insert water right number)

Case No. 39576 )

**STANDARD FORM 1  
OBJECTION**

Please fill in the following information:

**B. NAME AND ADDRESS OF PERSON OBJECTING**

Name: United States of America acting through the Department of Interior,  
Bureau of Reclamation, Regional Director PN Code-3100

Address: 1150 N. Curtis Rd. Suite 100  
Boise, Idaho 83706-1234

Daytime Phone: (208) 378-5306 E.Gail McGarry

Name & Address of Attorney, if any:

David W. Gehlert (303 312-7352)

Trial Attorney, General Litigation Section

Environment and Natural Resource Division

U.S. Department of Justice

999 18th Street, Suite N 945

Denver, CO 80202

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

Name: Val Dean Schroeder

Address: 13 Blacksmith Road  
Boise, ID 83716

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

1. ☐ **Name and Address**  
Should be:
2. ☐ **Source**  
Should be:
3. ☐ **Quantity**  
Should be:
4. ☐ **Priority Date**  
Should be:
5. ☐ **Point(s) of Diversion**  
Should be:
6. ☐ **Instream Flow Description**  
Should be:
7. ☐ **Purpose(s) of Use**  
Should be:
8. ☒ **Period of Year**  
Should be: April 1 to November 1
9. ☐ **Place of Use**  
Should be:
11. **I object because:**
  - ☐ This water right should not exist.
  - ☐ This water right was not recommended, but should be recommended with the elements described.

**E. REASONS SUPPORTING EACH OBJECTION(S):**

The Director's Report recommendation appears to expand the Season of Use beyond a customary maximum of April 1 to November 1, which would allow (a) injury to the United States' water rights, (b) impairment of historic river conditions conducive to regular United States Bureau of Reclamation diversions to storage reservoirs and the New York Canal, and (c) diminution of contract water reliability.

**F. VERIFICATION (Must be Completed)**

State of Idaho )  
 ) ss.  
County of Ada )

Jerrold D. Gregg, duly sworn, upon oath, deposes and says:  
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on:

January 29, 2003

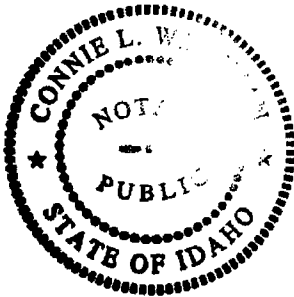
Connie L. Wensman

Connie L. Wensman

Notary Public for: Idaho

Residing at: Meridian

My Commission Expires: 10-06-2004



## INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

### G. CERTIFICATE OF MAILING

I certify that on January 31, 2003, I mailed the original and copies of this objection, including all attachments, to the following persons, by mailing the original and/or copies, 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, ID. 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: Val Dean Schroeder

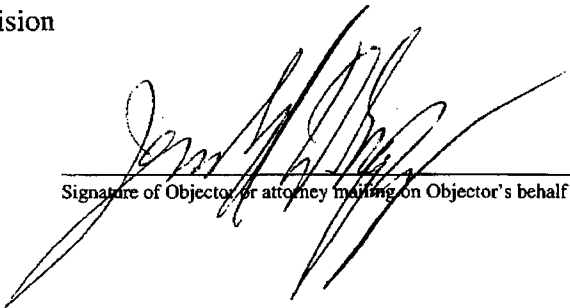
Address: 13 Blacksmith Road  
Boise, ID 83716

3. Copies to:

Chief, Natural Resources Division  
Office of the Attorney General  
State of Idaho  
P.O. Box 44449  
Boise, Idaho 83711-4449

IDWR Document Depository  
P.O. Box 83720  
Boise, Idaho 83720-0098

United States Department of Justice  
Environment and Natural Resource Division  
General Litigation Section  
550 West Fort Street, MSC 033  
Boise, Idaho 83724

  
\_\_\_\_\_  
Signature of Objector or attorney mailing on Objector's behalf

## Page 1

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

1. ☐ **Name and Address**  
Should be:
2. ☐ **Source**  
Should be:
3. ☐ **Quantity**  
Should be:
4. ☐ **Priority Date**  
Should be:
5. ☐ **Point(s) of Diversion**  
Should be:
6. ☐ **Instream Flow Description**  
Should be:
7. ☐ **Purpose(s) of Use**  
Should be:
8. ☒ **Period of Year**  
Should be: April 1 to November 1
9. ☐ **Place of Use**  
Should be:
11. **I object because:**
  - ☐ This water right should not exist.
  - ☐ This water right was not recommended, but should be recommended with the elements described.

**E. REASONS SUPPORTING EACH OBJECTION(S):** The Director's Report recommendation appears to expand the Season of Use beyond a customary maximum of April 1 to November 1, which would allow injury to the objector's water rights and diminution of contract water reliability.

F. VERIFICATION (Must be Completed)

State of Idaho )  
 ) ss.  
County of Ada )

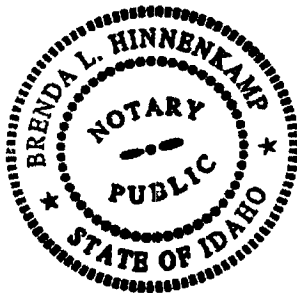
Albert P. Barker, duly sworn, upon oath, deposes and says:  
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

*Albert P. Barker*  
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: January 30, 2003



*Brenda L. Hinnenkamp*  
Brenda L. Hinnenkamp  
Notary Public for: Idaho  
Residing at: Boise  
My Commission Expires: 9/11/2004

## INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. FAX filings will not be accepted. You must also send a copy to all the parties listed below in the Certificate of Mailing.

### G. CERTIFICATE OF MAILING

I certify that on January 30, 2003, I mailed the original and copies of this objection, including all attachments, to the following persons, by mailing the original and/or copies, 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, ID. 83303-2707

2. One copy to the claimant of the water right at the following address:

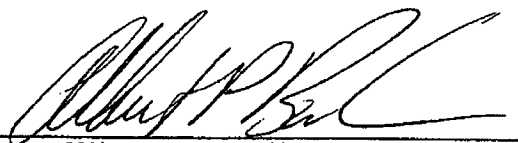
Name: See Attachment B  
Address:

3. Copies to:

Chief, Natural Resources Division  
Office of the Attorney General  
State of Idaho  
P.O. Box 44449  
Boise, Idaho 83711-4449

IDWR Document Depository  
P.O. Box 83720  
Boise, Idaho 83720-0098

United States Department of Justice  
Environment and Natural Resource Division  
General Litigation Section  
550 West Fort Street, MSC 033  
Boise, Idaho 83724

  
Signature of Objector or attorney mailing on Objector's behalf

### Attachment A

|          |          |          |
|----------|----------|----------|
| 63-3540  | 63-7984A | 63-7984B |
| 63-8624  | 63-10279 | 63-31335 |
| 63-31336 | 63-7119  | 63-7115  |
| 63-148B  | 63-15395 | 63-2472  |
| 63-7529  | 63-7037  | 63-2026  |
| 63-7207  | 63-31077 | 63-5102  |
| 63-5192  | 63-318A  | 63-318C  |
| 63-4629A | 63-4797  | 63-4810  |
| 63-5101  | 63-31074 | 63-31289 |
| 63-31328 | 63-19A   | 63-19B   |
| 63-378   | 63-4636  | 63-5057  |
| 63-31124 | 63-31173 | 63-31174 |
| 63-31319 | 63-31320 | 63-31397 |
| 63-4548  | 63-3125  | 63-15093 |
| 63-15677 | 63-31317 | 63-5332  |
| 63-5334  | 63-4071  | 63-31380 |
| 63-5235  | 63-4629C | 63-31454 |
| 63-5408  | 63-2171  | 63-5167  |
| 63-317B  | 63-320A  | 63-7613D |
| 63-30310 | 63-97    | 63-15409 |
| 63-3447D | 63-3447B | 63-3447C |
| 63-5161B | 63-15101 | 63-4731  |
| 63-3422B | 63-5161C | 63-3422A |
| 63-5251  | 63-5250  | 63-15684 |
| 63-5108  | 63-15427 | 63-15094 |
| 63-15206 | 63-15373 | 63-2252  |

**ATTACHMENT D**

63-3540  
Rex E Lanham  
2630 Highway 21  
Boise ID 83716

63-8624  
Randall A Ambuehl  
HC 33 Box 1610  
Boise ID 83706

63-31336  
Wilderness Ranch Owners Assn Inc  
46 Wilderness Ranch Rd  
Boise ID 83716

63-148B  
South Boise Water Co  
PO Box 6005  
Boise ID 83707

63-7529  
Walter M Nichols  
Thelma E Nichols  
14 Cougar Lane  
Boise ID 83716

63-2026  
James E Bryant  
1915 N 11th  
Boise ID 83712

63-5102  
Laura LA May Holmes  
2391 Sheri Dr  
Emmett ID 83617

63-318C  
Paula E Lewis  
Stephen E Lewis  
PO Box 4002  
Boise ID 83711-4002

63-4810  
Walter S Nichols  
Sara A Nichols  
12 Cougar Ln  
Boise ID 83716

63-31289  
Walter M Nichols  
Thelma E Nichols  
14 Cougar Lane  
Boise ID 83716

63-7984A  
Teresa L Raschke  
Steven L Raschke  
2095 Panama St  
Boise ID 83705

63-10279  
Cumer L Green  
PO Box 2597  
Boise ID 83701

63-7119  
Michael Robich  
Lynette Robich  
87 Beaver Creek Rd  
Boise ID 83716

63-15395  
Marilyn Priest  
Jay R Priest  
PO Box 122  
Idaho City ID 83631

63-7037  
Blue Jay Creek Water & Road Users Inc  
C/O Robert O Walker  
129 Blue Jay Creek Rd  
Boise ID 83706

63-7207  
Barbara W Little  
1980 Myers Rd  
Boise ID 83706

63-5192  
David Steadman  
Lynae Steadman  
8873 Ottawa Ct  
Boise ID 83709

63-4629A  
Wilderness Ranch Owners Assn Inc  
46 Wilderness Ranch Rd  
Boise ID 83716

63-5101  
Marilyn Priest  
Jay R Priest  
PO Box 122  
Idaho City ID 83631

63-31328  
Michael C Perry  
Tami J Perry  
10 Cougar Ln  
Boise ID 83716

63-7984B  
Lawrence Poisson  
Sheila Poisson  
3193 Highway 21  
Idaho City ID 83716

63-31335  
Val Dean Schroeder  
13 Blacksmith Road  
Boise ID 83716

63-7115  
Michael Robich  
Lynette Robich  
87 Beaver Creek Rd  
Boise ID 83716

63-2472  
Chapman Ranch LLC  
737 N 7th St  
Boise ID 83702

63-2026  
Hilda Larson  
3015 Silver St  
Boise ID 83703

63-31077  
State of Idaho  
Dept of Parks & Recreation  
PO Box 83720  
Boise ID 83720-0065

63-318A  
Ranch Subdivision Property Owners  
Assn  
26 Burnett Dr  
Boise ID 83716

63-4797  
Connie Jo Cooper  
Douglas S Cooper  
2268 Highway 21  
Boise ID 83716

63-31074  
Barry Marcus  
737 N 7th St  
Boise ID 83702

63-19A  
Larry R Smith  
Alda L Smith  
8442 W Beachside Ct  
Boise ID 83703

63-19B

Rosemary Swanstrum  
Philip Swanstrum  
2708 Columbus  
Boise ID 83705

63-5057

Francis Mangum  
Shirley Mangum  
17 Old Mill Rd  
Boise ID 83716

63-31174

Michal Sweeney  
28 N Fork Clear Creek Rd  
Boise ID 83716

63-31397

Michael E Claus  
Connie M Claus  
105 Johnson Creek Rd  
Boise ID 83716

63-15093

Gail G Allen  
Robert P Allen  
14 Allen Ln  
Boise ID 83716

63-5332

Osprey Land Co  
737 N 7th St  
Boise ID 83702

63-5235

Rex E Lanham  
2630 Highway 21  
Boise ID 83716

63-5408

Scott R Nicholson, Thomas Emil Nicholson,  
Christine Nicholson et al  
C & T Ranches Inc  
PO Box 690  
Meridian ID 83680-0690

63-317B

Richard A Stull  
K Gail Richardson  
13 Robie Creek Ln  
Boise ID 83716

63-97

L G Davison & Sons Inc  
1969 Prairie Rd  
Prairie ID 83647-9803

63-378

Dirk L Marcum  
14364 E Highway 21  
Boise ID 83716

63-31124

Allen Cupit  
Diana Cupit  
25 Old Mill Rd  
Boise ID 83716

63-31319

Sandra Miner  
1512 Apache Dr Unit D  
Chula Vista CA 91910-8160

63-4548

James R Stringfellow  
787 David Way  
North Salt Lake UT 84054

63-15677

Barry Marcus  
737 N 7th St  
Boise ID 83702

63-4071

Robert P. Perez  
Laurie A. Perez  
20 Colleen Lane  
Boise, ID 83716

63-4629C

Sherry Smith  
James C Smith  
7 Mores Creek Cir  
Boise ID 83716

63-2171

Rex B Lanham  
2630 Highway 21  
Boise ID 83716

63-320A

Wade C Woolery  
1902 Thompson Street  
Richland WA 99352

63-15409

Wilda Bradley  
33 Wild Rose Ln  
Boise ID 83716

63-4636

Connie M Claus  
105 Johnson Creek Rd  
Boise ID 83716

63-31173

Hide Associates Partnership  
Boise Holcomb Inc  
737 N 7th St  
Boise ID 83702

63-31320

David Peterson  
Toni Peterson  
14 Homestead Ct  
Boise ID 83716

63-3125

State of Idaho  
Dept of Fish & Game  
PO Box 25  
Boise ID 83707

63-31317

Rex E Lanham  
2630 Highway 21  
Boise ID 83716

63-31380

Rex E Lanham  
2630 Highway 21  
Boise ID 83716

63-31454

Jay D Hollinger  
Carol L Hollinger  
51 Daggett Creek Rd  
Boise ID 83716

63-5167

Rex B Lanham  
2630 Highway 21  
Boise ID 83716

63-7613D

Marvenna S Hodgins  
Marilyn E Dawson  
PO Box 6466  
Boise ID 83707

63-30310

Steven D Cummings  
545 Robie Creek  
Boise ID 83716

63-3447B  
Biff Eshelman  
31 Sonshine Lane  
Boise ID 83716

63-15101  
Steven D Cummings  
545 Robie Creek  
Boise ID 83716

63-5161C  
Sterling Turner  
Debbie Turner  
328 Robie Creek Rd.  
Boise ID 83716

63-5250  
Jan Blum  
27 Idaho City Stage Rd  
Boise ID 83716

63-15684  
Chapman Ranch LLC  
737 N 7th St  
Boise ID 83702

63-15094  
Gail G Allen  
Robert P Allen  
14 Allen Ln  
Boise ID 83716

63-2252  
Twin Springs Resort LLC  
PO Box 3994  
Ketchum ID 83340

63-3447C  
Alan K Johnson  
3929 Overland Rd #840  
Boise ID 83715

63-4731  
Wilda Bradley  
33 Wild Rose Ln  
Boise ID 83716

63-3422A  
Mary Lou Pote  
William W H Pote  
27 Idaho City Stage Rd  
Boise ID 83716

63-5251  
Mary Lou Pote  
William W H Pote Jr  
27 Idaho City Stage Rd  
Boise ID 83716

63-5108  
Chapman Ranch LLC  
737 N 7th St  
Boise ID 83702

63-15206  
Val Dean Schroeder  
13 Blacksmith Rd  
Boise ID 83716

63-3447D  
Joan Stephens  
James R Stephens  
3939 S Transport  
Boise ID 83705

63-5161B  
Dwaine Wright  
Lizabeth Wright  
4 Larkspur Lane  
Boise, ID 83716

63-3422B  
Virginia M Cafferty  
Allan E Cafferty  
2121 S Eagleson  
Boise ID 83705

63-15427  
Maurice Brown  
11 Hoover Dr  
Boise ID 83716

63-5334  
Osprey Land Co  
737 N 7<sup>th</sup> Street  
Boise, ID 83702

63-15373  
Rex E. Lanham  
2630 Highway 21  
Boise ID 83716

07/30/2002

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

RIGHT NUMBER: 63-31335

NAME AND ADDRESS: VAL DEAN SCHROEDER  
13 BLACKSMITH RD  
BOISE ID 83716

SOURCE: MORES CREEK

TRIBUTARY: BOISE RIVER

QUANTITY: 0.38 CFS

USE OF THIS RIGHT WITH RIGHT NO. 63-31336 IS LIMITED TO A TOTAL COMBINED  
DIVERSION RATE OF .50 CFS.

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

PRIORITY DATE: 07/26/1920

POINT OF DIVERSION:

T04N R04E S28 SESW Within BOISE County

T04N R04E S28 SWSE Within BOISE County

PURPOSE AND  
PERIOD OF USE:

| <u>PURPOSE OF USE</u> | <u>PERIOD OF USE</u> | <u>QUANTITY</u> |
|-----------------------|----------------------|-----------------|
| STOCKWATER            | 01/01 12/31          | 0.020 CFS       |
| IRRIGATION            | 04/01 11/01          | 0.380 CFS       |

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY  
AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED  
OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER  
BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE  
TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION  
USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS  
ENTERED FOR THIS RIGHT.

PLACE OF USE: STOCKWATER Within BOISE County

T04N R04E S28 NESW  
T04N R04E S28 SWSE

T04N R04E S28 SESW

IRRIGATION Within BOISE County

T04N R04E S28 NESW 0.5  
T04N R04E S28 SWSE 1.0

T04N R04E S28 SESW 10.0

11.5 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 63-31336 IS LIMITED TO THE IRRIGATION OF A  
COMBINED TOTAL OF 15 ACRES IN A SINGLE IRRIGATION SEASON.

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT  
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY  
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE

ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.  
THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR  
STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL  
USE.

EXPLANATORY MATERIAL: License

07/30/2002

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

---

STOCKWATER, 20 HORSES AND RANGE CATTLE  
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION  
PURSUANT TO SECTION 42-1425, IDAHO CODE.

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**WESTERN REGION ADJUDICATION SECTION**  
**CLAIM VERIFICATION FIELD EXAM SHEET**  
(Use with the ECVR)

CLAIM NO(s).

463-31335  
split from 63-2346 - see claim stack for split tree

1. ☒ No Change NAME IS SAME

☐ NEW OWNER: \_\_\_\_\_

☒ No Change ADDRESS

☐ NEW ADDRESS: \_\_\_\_\_

2. ☒ No Change - DATE OF PRIORITY: Completed evidence submitted

☐ Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: 7-26-1920

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

as licensed in 63-2346.

3. ☒ No Change — SAME SOURCE

☐ Source is different than that claimed:

Source found: \_\_\_\_\_

4. ☐ No Change — POINT OF DIVERSION

☒ Point of diversion is different than the claim and/or new P/D's:

Township 4N Range 4E Section 28 1/4 1/4 SE 1/4 SW

Township 11 Range 11 Section 11 1/4 1/4 SW 1/4 SE

Pump stations replaced the old ditch system & P/D years ago

5. ☐ No Change - DESCRIPTION OF DIVERTING WORKS

☒ Incomplete description, list below:

A 20hp pump serves a portable mainline sprinkler  
system and a 5hp pump serves a separate  
portable sprinkler system. 20hp Century motor with  
6" intake & 4" out. 5hp Baldor motor

6. ☒ No Change - WATER USES  
☐ Different uses, (list uses found):

\* Use IRR From 4-1 To 11-1 Amount .38 CFS \_\_\_\_\_ AFA  
Use Stock From 1-1 To 12-31 Amount .02 CFS \_\_\_\_\_ AFA  
Use \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_ Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA

7. ☐ No Change - TOTAL VOLUME

☐ Incomplete on claim, the total is, Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA

\* ☐ Changes found, the new total is, Amount .38 CFS \_\_\_\_\_ AFA

8. ☐ No Change - NON-IRRIGATION USES:

☐ Changes Exam found:

Domestic # of homes: \_\_\_\_\_ Stock # \_\_\_\_\_ List types: \_\_\_\_\_

Additional comments: \_\_\_\_\_

9. ☐ No Change — PLACE OF USE: (If changed, list below.)

Use: 4R Township 4R Range 4E Section 28 1/4 SE 1/4 SW - 10  
Use: \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4 SW 1/4 SE - 1  
Use: \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4 NE 1/4 SW - 5  
Use: \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 \_\_\_\_\_

Remarks: (Comments pertinent to field examination) See additional attachment

Proportion of licensed rate of .50 cfs. Licensed rate is  
greater than 1" / acce due to sandy nature of the soil

C18, C03, POU1, QNT with 31336. shoulder, Exp-

☐ SYSTEM DIAGRAM INCLUDED ☐ NA

☐ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: 10-22-01

FIELD EXAMINER: \_\_\_\_\_

Print Name

Mel Schulte

Signature

## IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-2346

WATER RIGHT NUMBER: 63-2346

| <u>Owner Type</u> | <u>Name and Address</u> |
|-------------------|-------------------------|
| Current Owner     | G N WOOD<br>BOISE, ID   |

Priority Date: 07/26/1920

Basis: License

Status: Active

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
| MORES CREEK   | BOISE RIVER      |

| <u>Beneficial Use</u>   | <u>From</u> <u>To</u> | <u>Diversion Rate</u> | <u>Annual Volume</u> |
|-------------------------|-----------------------|-----------------------|----------------------|
| IRRIGATION              | / to /                | 0.500 CFS             |                      |
| DOMESTIC                | / to /                |                       |                      |
| <u>Total Diversion:</u> |                       | 0.500 CFS             |                      |

Location of Point(s) of Diversion

|              |            |                                 |
|--------------|------------|---------------------------------|
| MORES CREEK  | NE1/4SE1/4 | Sec. 28, Twp 04N, Rge 04E, B.M. |
| BOISE County |            |                                 |

Place of UseIRRIGATION Within BOISE County

T04N R04E S28 SESW 15.0

Total Acres: 15

DOMESTIC same as IRRIGATIONConditions of Approval:Remarks:Comments:Dates and Other Information:

72579

State of Idaho  
License and Certificate of Water Right

Water License No. 14856  
Water District No. 12-0

Amount 0.5 sec. ft.  
Priority 7-26-1920

THIS IS TO CERTIFY that G. H. Wood  
of Boise made application for a permit to appropriate the  
public waters of the State of Idaho, dated July 26, 19 20; that Permit No. 14856  
was issued under said application; that Certificate of Completion of works, with a carrying capacity of  
0.5 second feet, was issued thereunder on June 26, 19 25, showing that said works  
were completed on the 26th day of June, 19 25; and that on the 26th  
day of June, 19 25,

G. H. Wood  
of Boise, State of Idaho, made proof to the satisfaction of the  
Commissioner of Reclamation of Idaho, of the right to use the waters of Moore's Creek  
a tributary of Boise River, for the purpose of irrigation &  
domestic use, under Use Permit No. 14856 of the Commissioner of Reclamation  
and that said right to the use of said waters has been perfected in accordance with the laws of  
Idaho, and is hereby confirmed by the Commissioner of Reclamation of Idaho and entered of record in  
Volume 6 of Licenses, at page 3269, on the 26th day of June, 19 25;

The right hereby confirmed dates from July 26, 19 20;

The Point of Diversion is located  
in the NE 1/4 SE 1/4 Sec. 28, Twp. 4 N., R. 4 E., B. M., Boise County.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes  
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not  
exceed 0.5 cubic feet per second.

Description and location of use:

| Twp. | Range | Sec. | Forty-acre Tract | No. Acres<br>Described in Permit | No. Acres<br>Actually Irrigated |
|------|-------|------|------------------|----------------------------------|---------------------------------|
| 4 N. | 4 E.  | 28   | SE 1/4 SW 1/4    | 25                               | 15                              |
|      |       |      |                  |                                  |                                 |
|      |       |      |                  |                                  |                                 |
|      |       |      |                  |                                  |                                 |
|      |       |      |                  |                                  |                                 |
|      |       |      |                  |                                  |                                 |
|      |       |      |                  |                                  |                                 |
|      |       |      |                  |                                  |                                 |
|      |       |      |                  |                                  |                                 |

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of  
use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the Commissioner of Reclamation, affixed at Boise, Idaho,  
this 26th day of June, 19 25

W. C. SWENDSEN  
Commissioner of Reclamation.

(SEAL)

623 2380

# STATE OF IDAHO DEPARTMENT OF RECLAMATION

BOISE, IDAHO

## REPORT OF ENGINEER

Permit No. **14856**This report is for **BEN. USE**In Water District No. **12-C**

1. Name of applicant **G. N. Wood**
2. Source of water supply **Moore's Creek**
3. Location of point of diversion: Is in the **NE 1/4** of Section **28**  
T. **4 N.** R. **4 E. B. M.** County of **Boise**

4. Describe works as they exist, giving dimensions and capacities of same: *Diversion from creek is by means of a rock wing wall extending about 150 ft up stream no dam or headgate being necessary. Ditch 1/2 mile long 13 ft wide and 1 1/2 ft deep.*

5. Water is used for **Irrigation**
6. State whether or not water has been turned into works of diversion: *yes*
7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if for other than irrigation): **SE 1/4 Sec. 28, Twp. 4 N., R. 4 E., B. M.**

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? **Boise River**

Remarks: *A diversion dam is neither feasible nor necessary for this small project.*

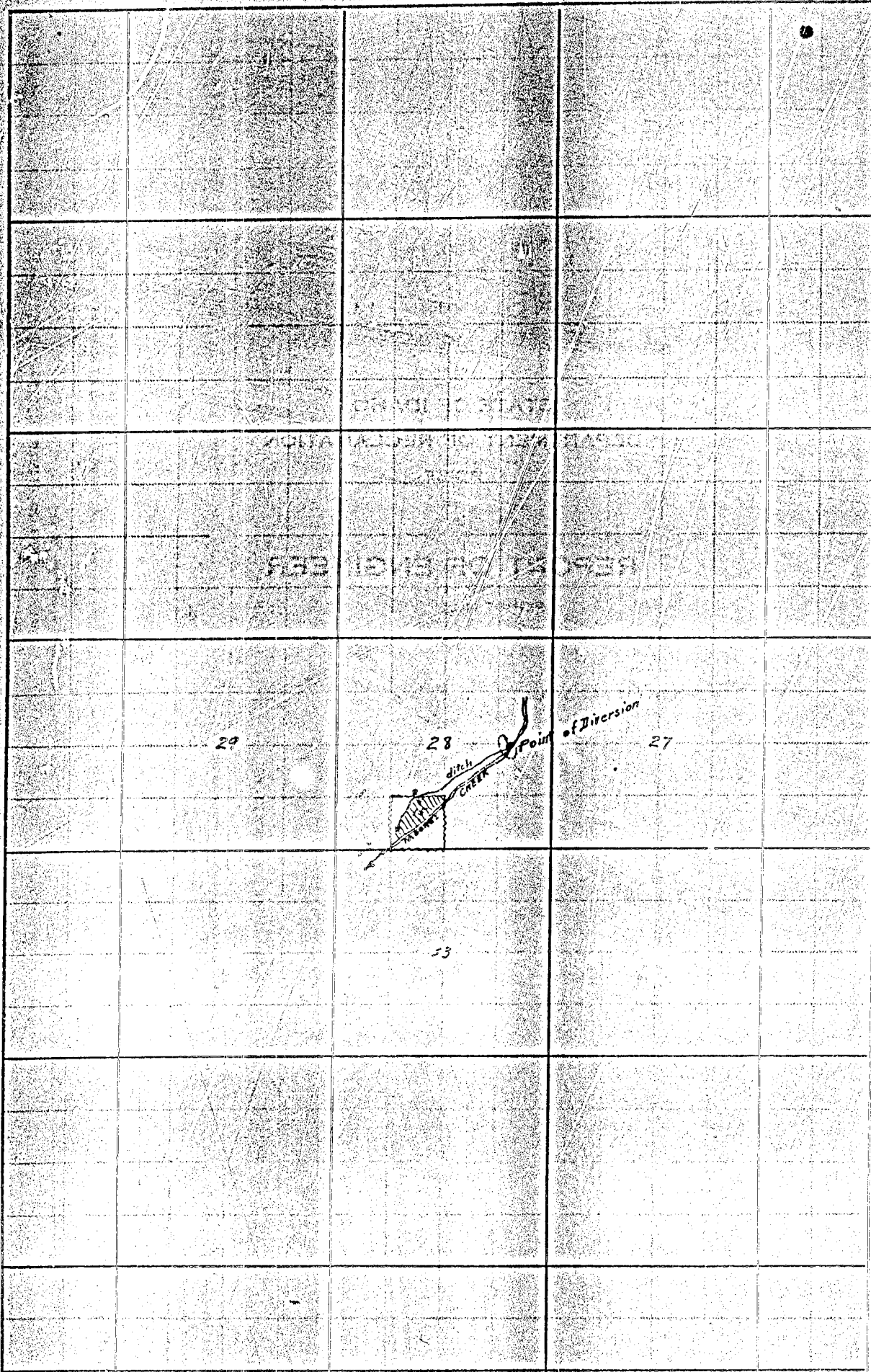
This examination was made on the **13<sup>th</sup>** day of **June**, 19**25**

(Signed)

*Edw. H. Johnson*

Examiner

**14856**

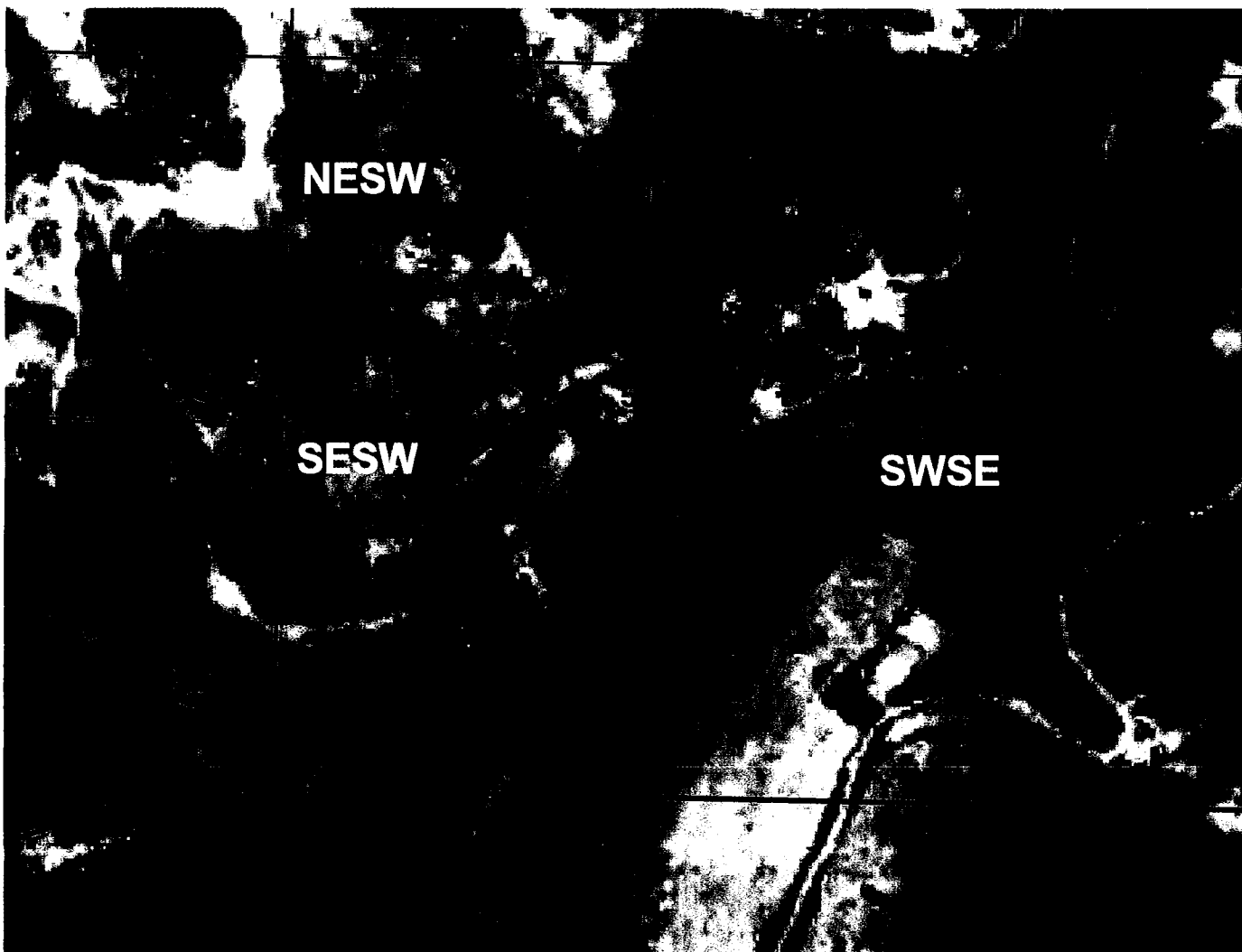
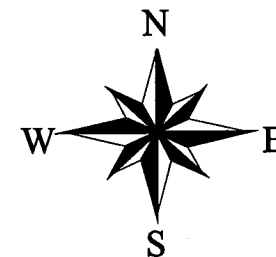


SCALE: 2 INCHES EQUALS 1 MILE. DRAW MAP IN INK.

14856

# IDAHO DEPARTMENT OF WATER RESOURCES

## T04N, R04E, S28



1987 NAPP PHOTO

● POINT OF DIVERSION

PLACE OF USE

1/4 1/4 LINES

SECTION LINES

6 ACRES

6 SECTION NUMBERS

CLAIM(S): 63-31335

OWNER(S) : SCHROEDER, VAL DEAN

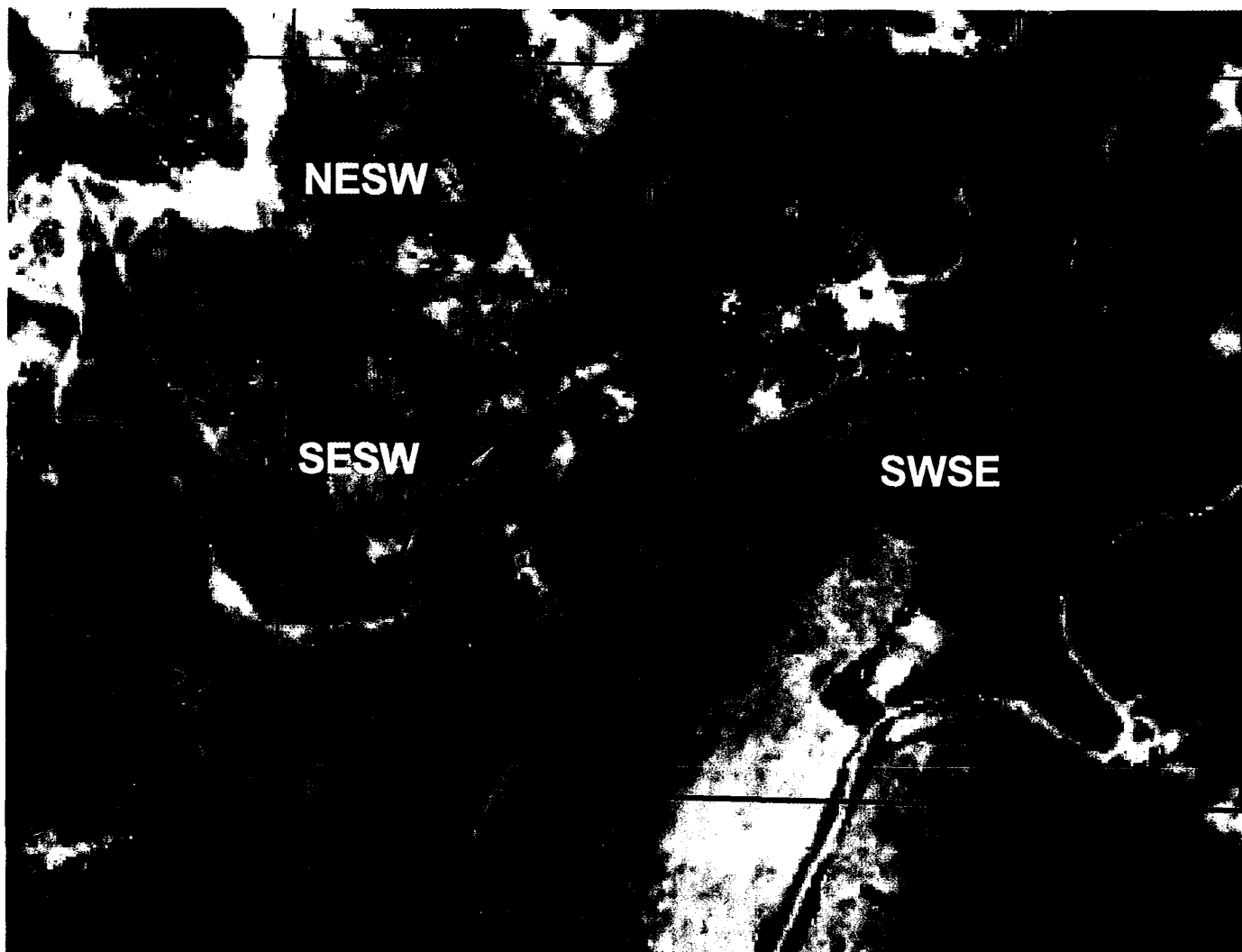
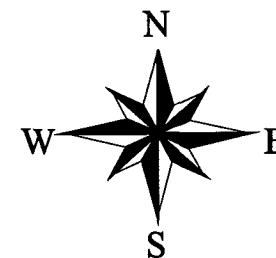
DATE: JANUARY 4, 2002

by: Mel Schulte

0 0.25 0.5 0.75 Miles

# IDAHO DEPARTMENT OF WATER RESOURCES

## T04N, R04E, S28



1987 NAPP PHOTO

● POINT OF DIVERSION

PLACE OF USE

□ 1/4 1/4 LINES

□ SECTION LINES

6 ACRES

6 SECTION NUMBERS

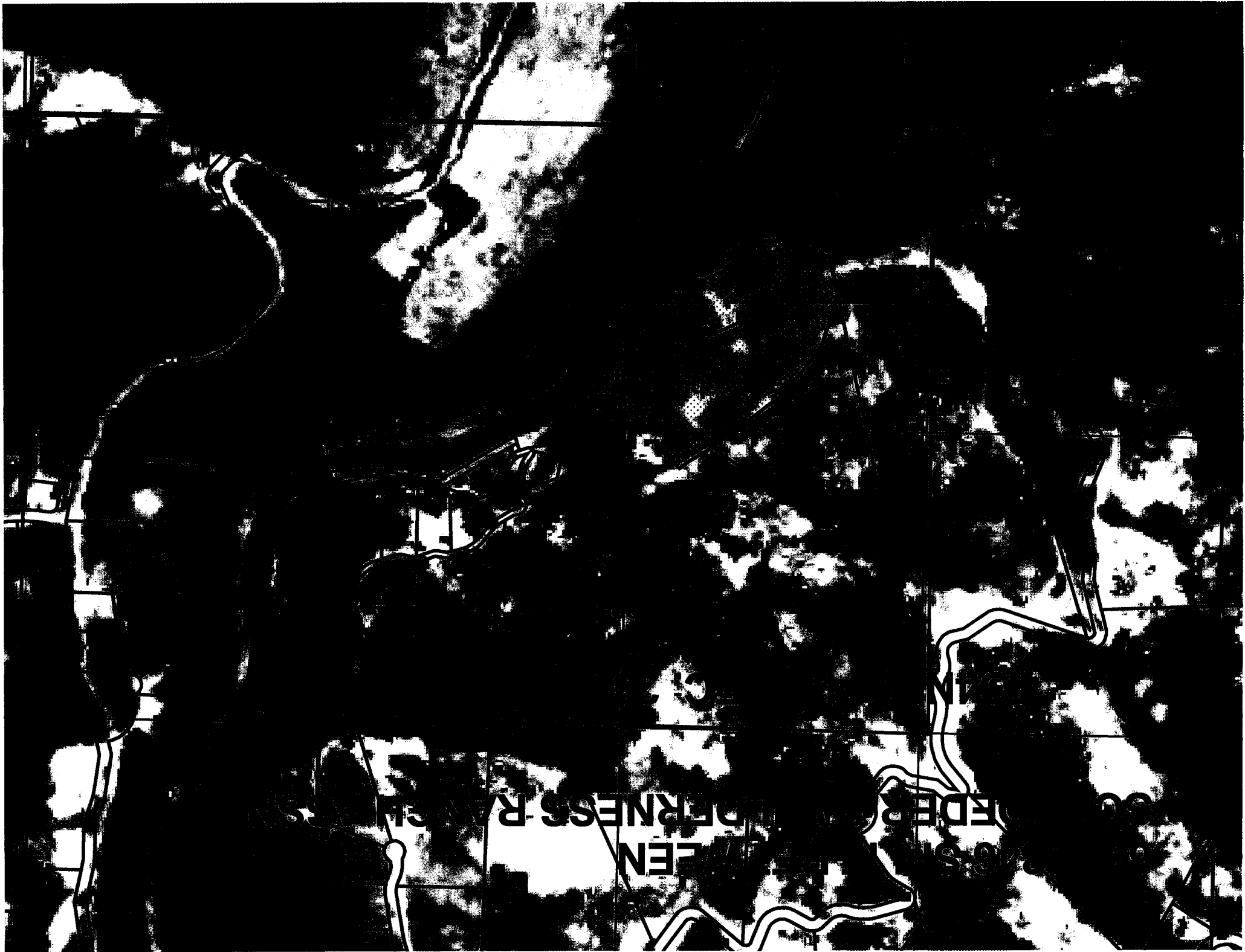
CLAIM(S): 63-31335

OWNER(S) : SCHROEDER, VAL DEAN

DATE: JANUARY 4, 2002

by: Mel Schulte

0 0.25 0.5 0.75 Miles



A63-31335

PHOTOS TAKEN: 10/22/2001



PHOTO # 1  
LOWER POINT OF  
DIVERSION AT THE  
20HP PUMP & MOTOR

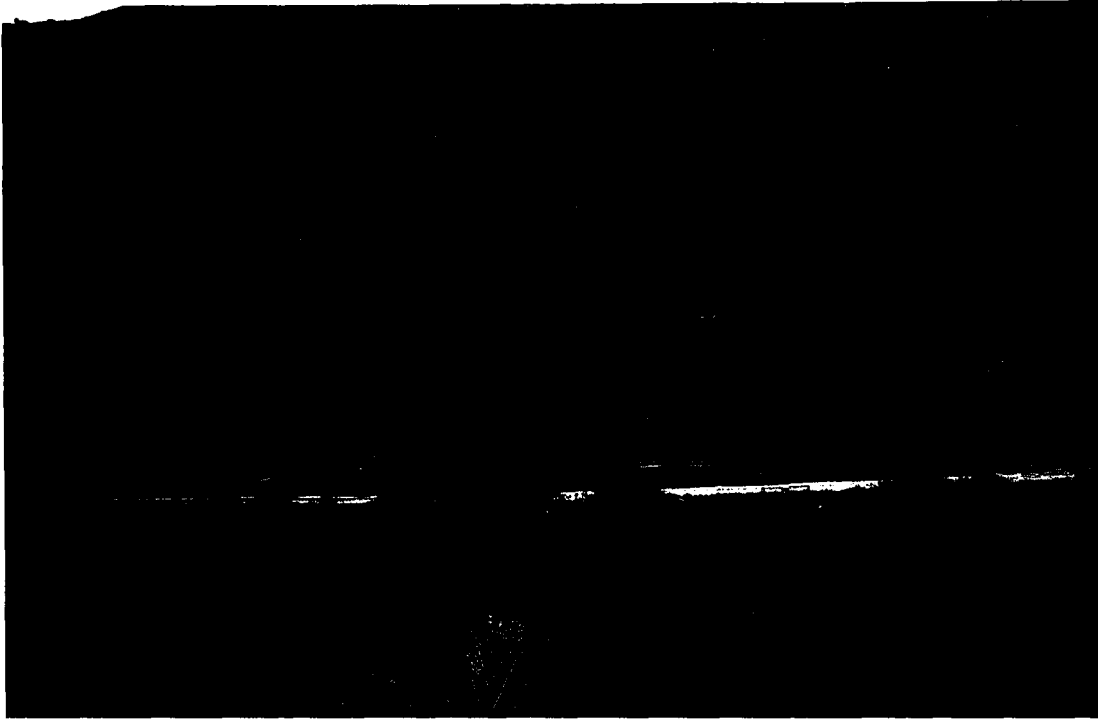


PHOTO # 2  
UPPER POINT OF  
DIVERSION SITE AT  
THE 5 HP PUMP &  
MOTOR

A63-31335

PHOTOS TAKEN: 10/22/2001

PHOTO # 3  
PLACE OF USE  
LOOKING NORTHWEST  
FROM HIGHWAY 21





**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

October 24, 2001

VAL DEAN SCHROEDER  
13 BLACKSMITH RD  
BOISE ID 83716

Re: Original Notice of Claim to a Water Right No. 63-2346

Renumbered to Notice of Claim to a Water Right No. 63-31335

Dear Claimant:

We have received and processed a Change of Ownership for a portion of your original Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of your original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by issuing a new water right number to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new water right number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new claim for your records. Please refer to your new claim number when corresponding with our office. Also enclosed is a copy of the original claim for your reference.

If you have any questions concerning this ownership change, or the enclosed claim copy, please feel free to contact this office.

Sincerely,

Denise Buffington  
Office Specialist 1  
Adjudication Section  
Western Region Office

DB: db

Enclosure