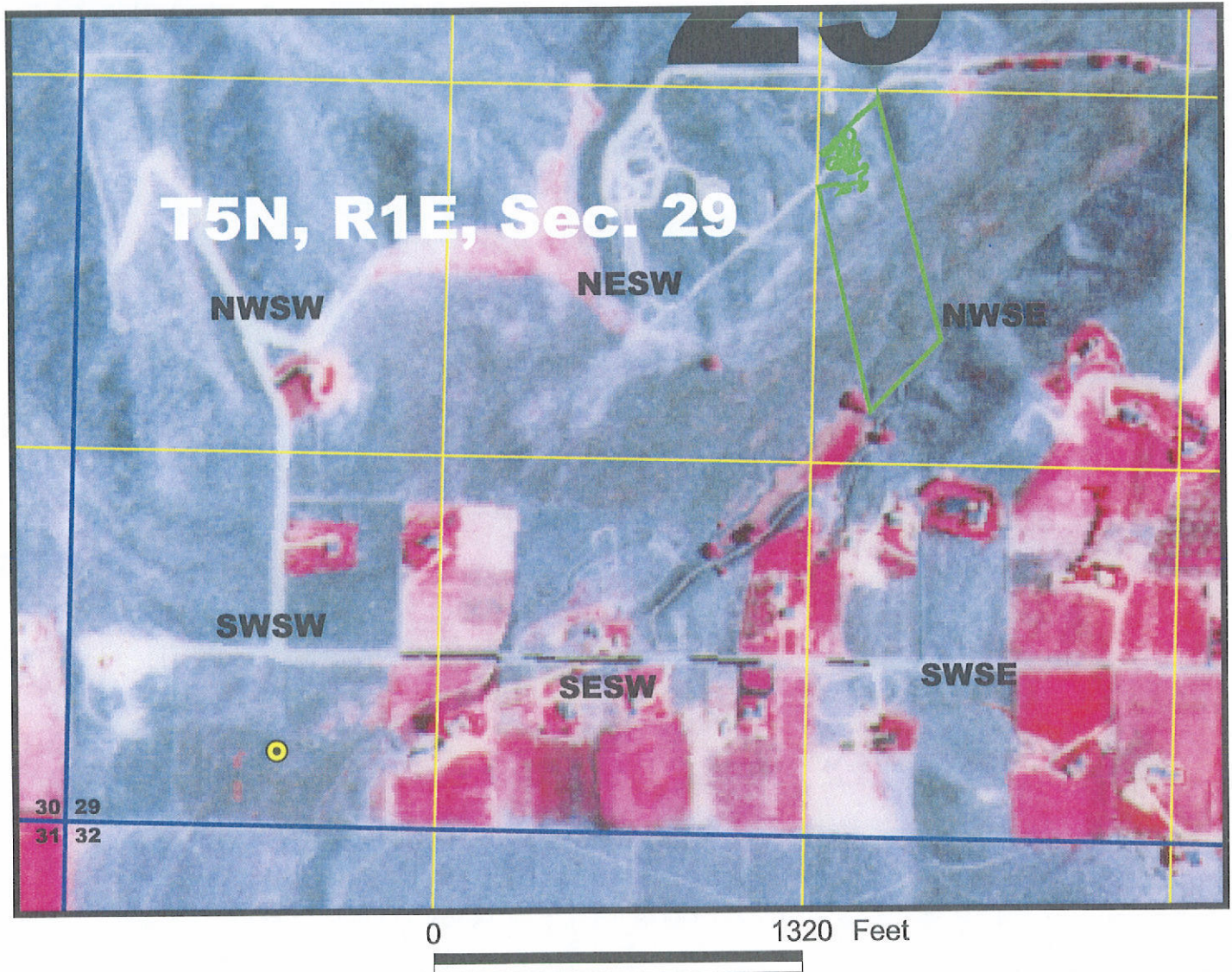




STATE OF IDAHO

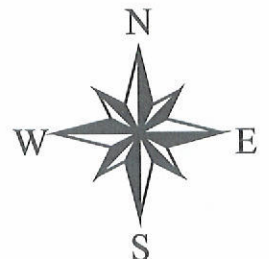
Department of Water Resources
Western Region

Water Right(s): 63-03016K



Total Irrigated Acres: 5.7

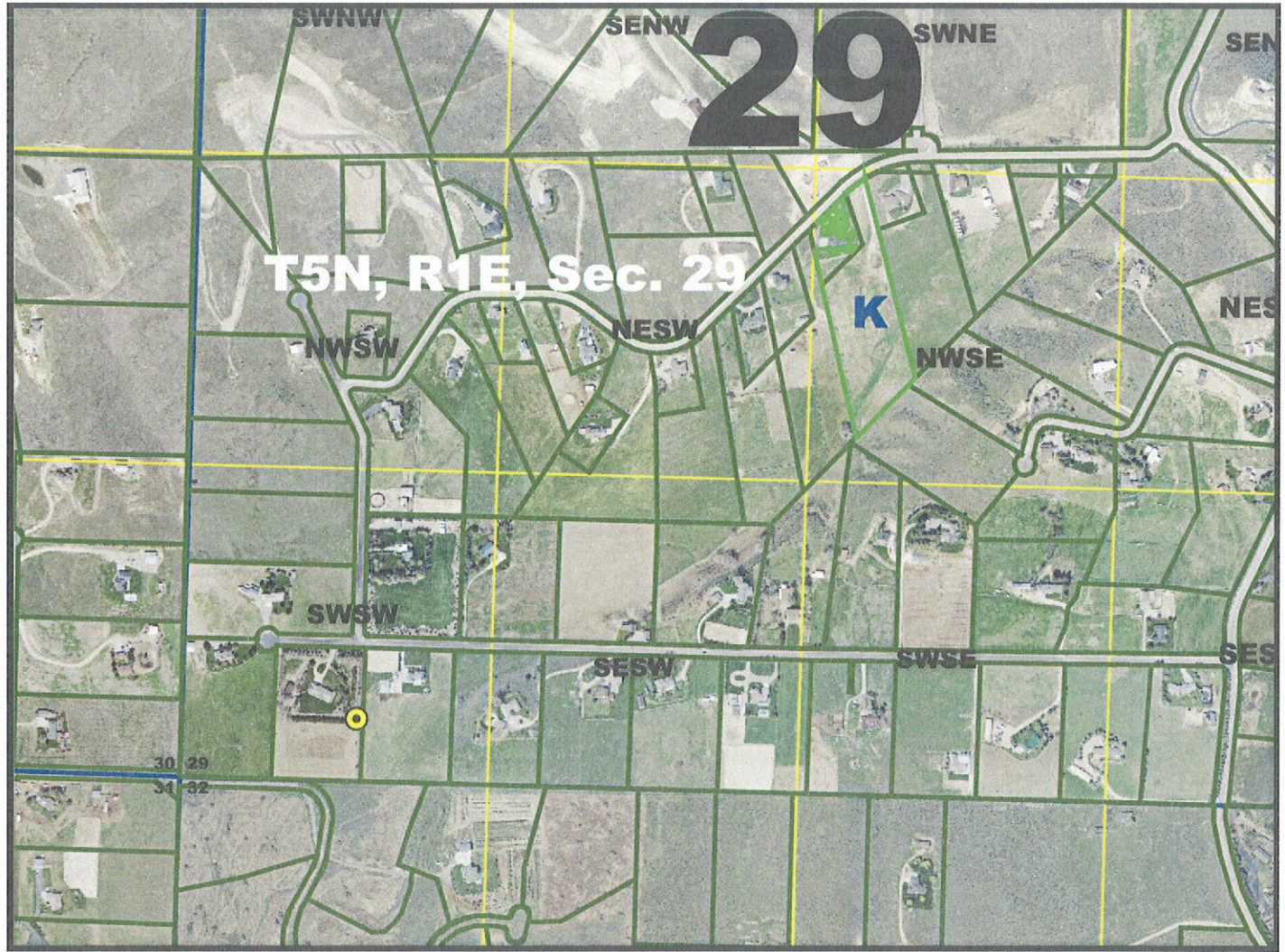
-  Point of Diversion
-  Place of Use
-  Quarter Quarter Lines
-  Section Lines



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: January 2005



63-03016K POU & POD Claim Map 2003 Photography



1320 0 1320 2640 Feet

-  Claimed Point of Diversion
-  Claimed Place of Use
-  Ada County Tax Lot Data
-  Quarter Quarter Lines
-  Section Lines

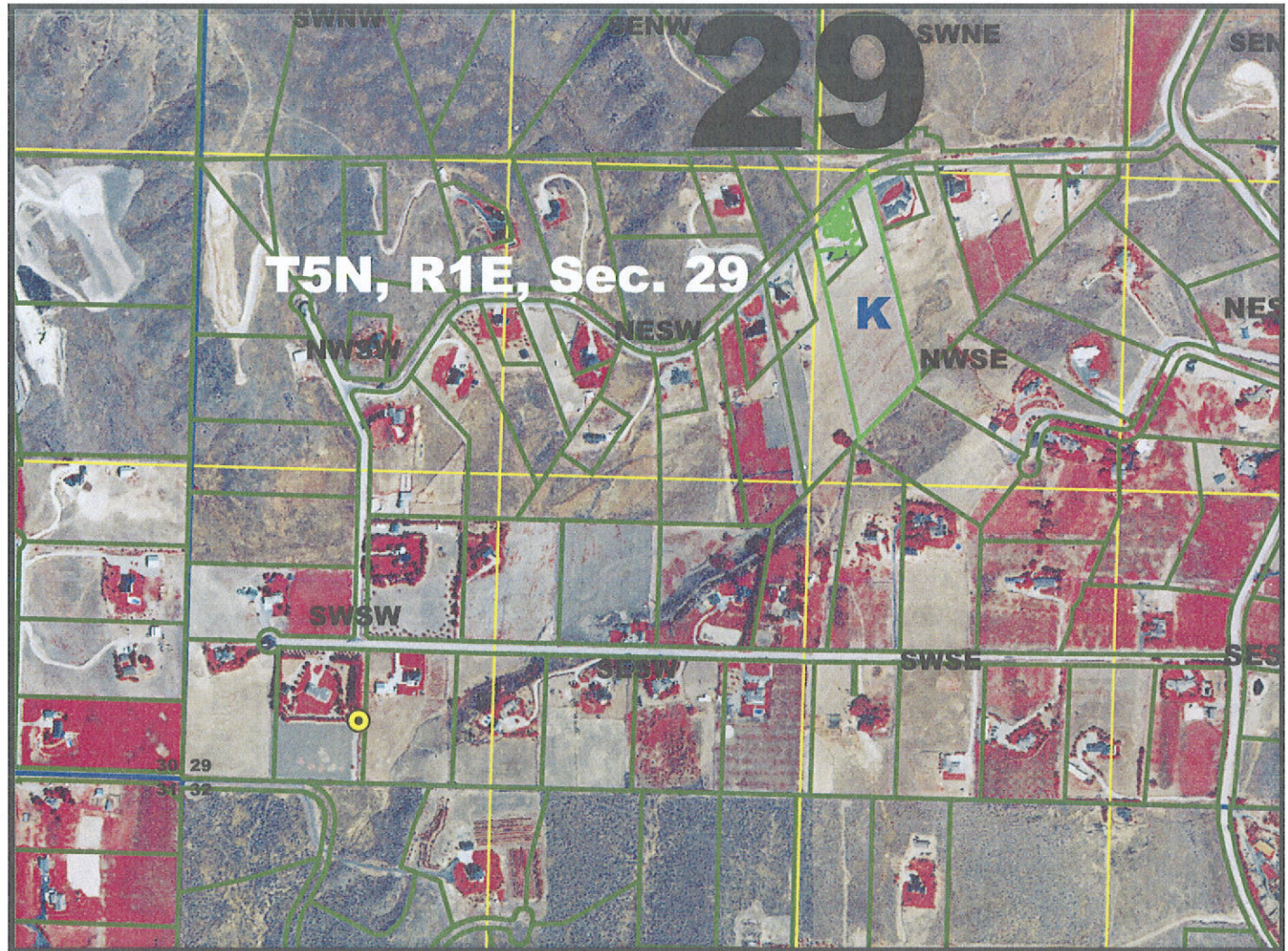
Total Claimed Acres: 6.0
Initial Review found acres: 5.7



Prepared by: C. Saxton
Date: January 2005



63-03016K POU & POD Claim Map 2000 Photography



1320 0 1320 2640 Feet

● Claimed Point of Diversion

□ Claimed Place of Use

□ Ada County Tax Lot Data

□ Quarter Quarter Lines

□ Section Lines

Total Claimed Acres: 6.0

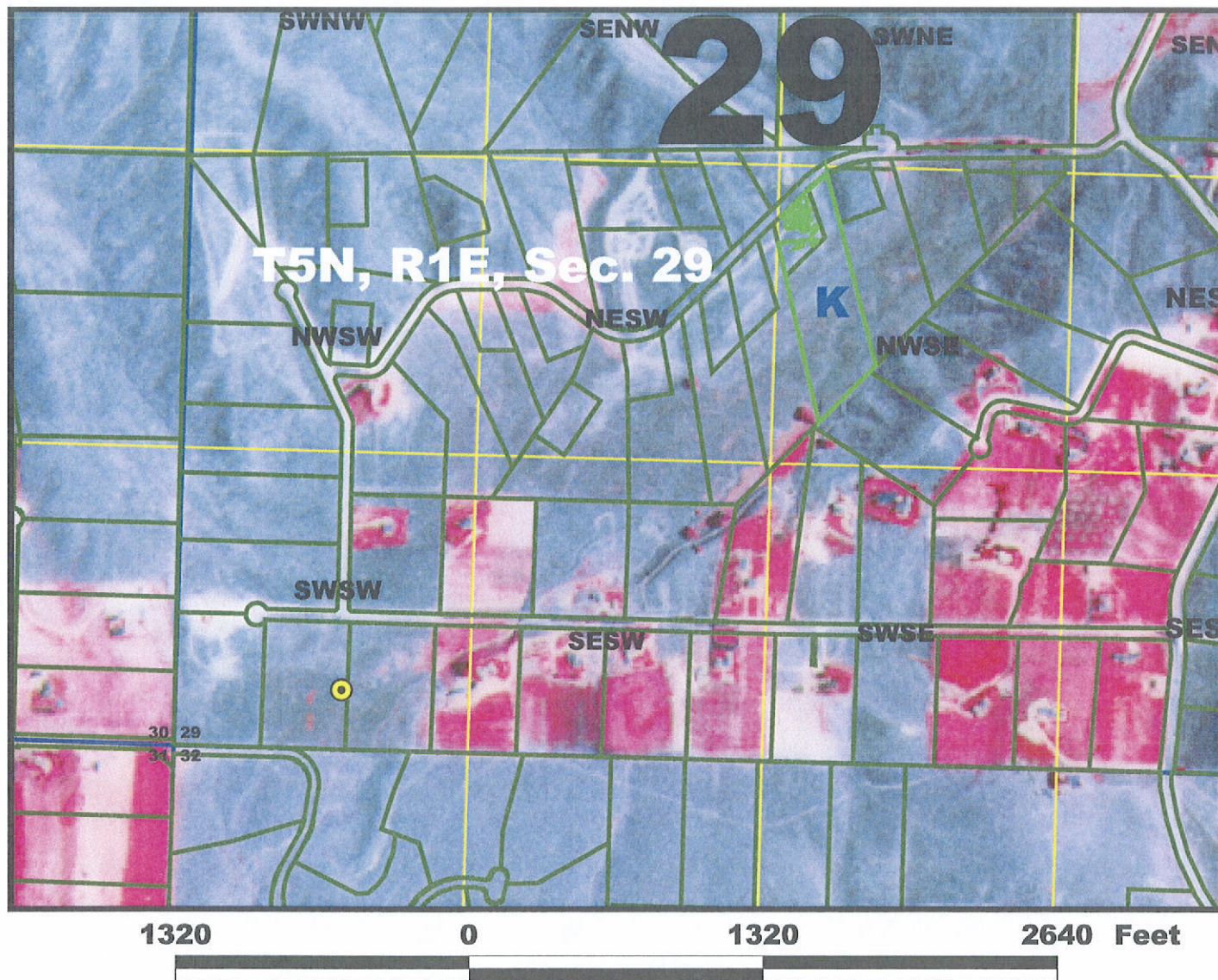
Initial Review found acres: 5.7



Prepared by: C. Saxton
Date: January 2005



63-03016K POU & POD Claim Map 1987 Photography



● Claimed Point of Diversion

□ Claimed Place of Use

□ Ada County Tax Lot Data

□ Quarter Quarter Lines

□ Section Lines

Total Claimed Acres: 6.0

Initial Review found acres: 5.7



Prepared by: C. Saxton
Date: January 2005



Land Records

[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)

Property Details for Parcel R8163240170

- [Main Page](#)
- [Property Search](#)
- [Online Map](#)
- [Contact Us](#)
- [Disclaimer](#)
- [Help Index](#)
- [FAQ](#)
- [About Us](#)
- [Image Documents](#)
- [Old interactive map](#)

General Information

Property Acres: 1.099
 Zone Code: RR
 Primary Code Area: 270 [Tax Districts](#)
 Group Type: SUB
 Subdivision: STILLWELL ESTATES NO 10
 Section: 5N1E29

Property Description

LOT 15 BLK 5
 STILLWELL ESTATES #10



Property Address

863 W QUARTER DR
 EAGLE, ID 83616

[Click to View Interactive Map](#)

Assessor Links

- [Assessor Main Page](#)
- [Administration](#)
- [Information](#)
- [Appraisal](#)
- [Exemptions and Reductions](#)
- [Motor Vehicles](#)
- [Levy Rates](#)

Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area
Primary	150-RES SUB LOT	1.099	\$137,500	MARKET	270
Primary	370-RES IMPROVEMENT	0.000	\$316,700	COST	270

Total Assessed Value: \$454,200

Parcel Valuation History

Assessed value for year 2004 \$454,200
 Assessed value for year 2003 \$395,500
 Assessed value for year 2002 \$390,100
 Assessed value for year 2001 \$286,900
 Assessed value for year 2000 \$287,000

Property Characteristics

[Residential](#)
[Land](#)

[\[Previous Search\]](#) [\[New Search\]](#) [\[Print View\]](#)

Ada County Links

- [Ada County Home Page](#)
- [Commissioners](#)
- [Treasurer](#)
- [Clerk/Auditor/Recorder](#)
- [Development Services](#)
- [Human Resources](#)

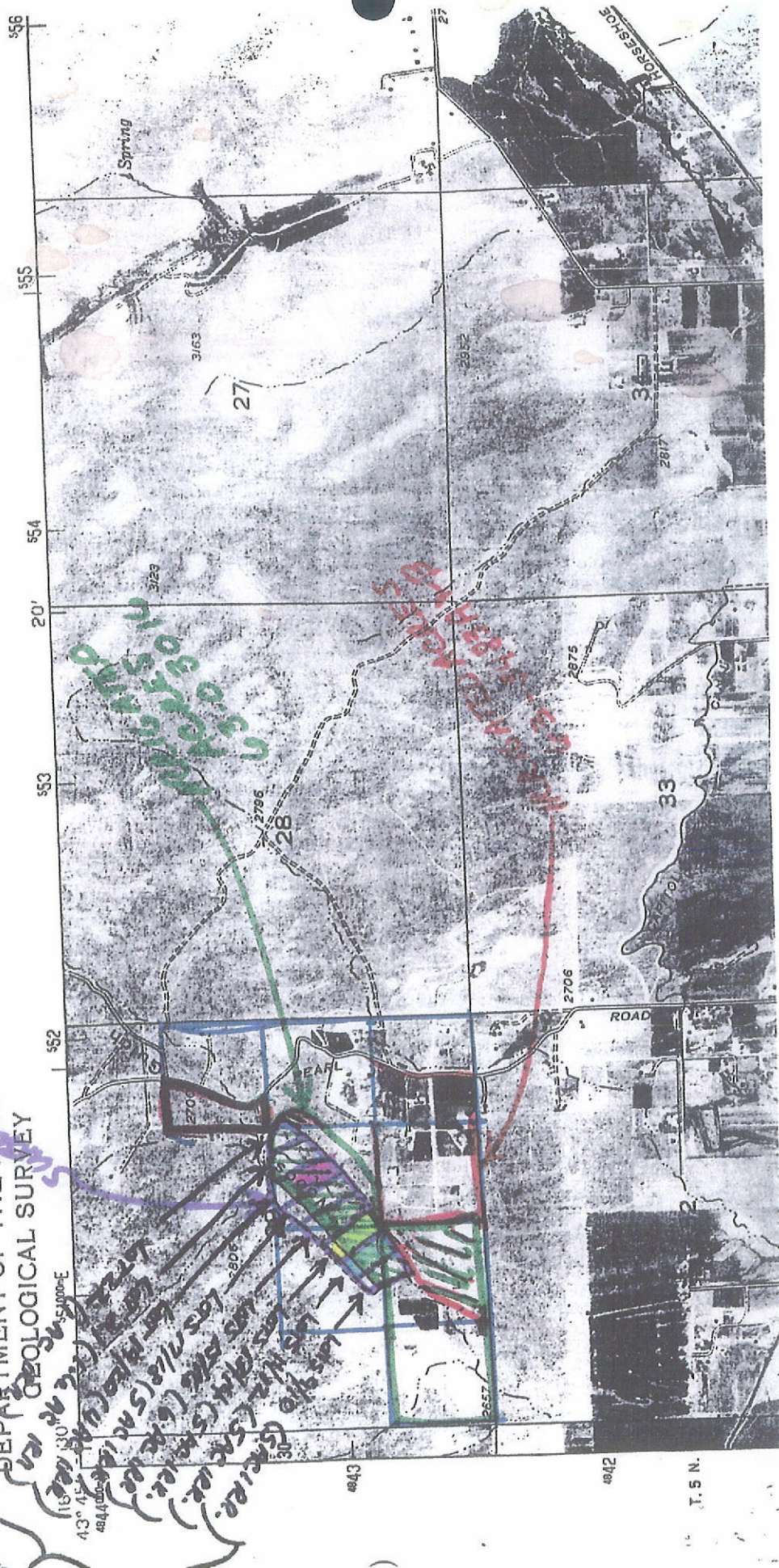
[Contact Us](#) | [Help Index](#) | [Disclaimer](#) | [About Us](#)

GOULD (LOT 15/16)
GIBSON (LOT 11/12)
FERRI (LOT 13/14)
(CLUNE) (LOT 19/20)

17.6 AC TOTAL - NWSE
10 AC TOTAL - NESW
5 AC FROM SESW

State of Idaho
DEPARTMENT OF WATER RESOURCES

UNITED STATES
DEPARTMENT OF THE INTERIOR
BIOLOGICAL SURVEY



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 63-3016K
Date Received: 2/15/01
Receipt No: W027367
Received By:

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

1. Name of Claimant(s)

JEFFREY R GOOLD Phone: (208) 938-1180

863 W QUARTER DR
EAGLE ID USA 83616

LISA M GOOLD Phone: (208) 938-1180

863 W QUARTER DR
EAGLE ID USA 83616

2. Date of Priority: 01/03/1955

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	01E	29	NE SW	ADA	
05N	01E	29	NW SE	ADA	

5. Description of diverting works:

Well with pump and pipeline to place of use.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/01	11/15	0.078	

7. Total Quantity Appropriated is:
0.078 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
05N	01E	29	NE	SW	IRRIGATION	1
			NW	SE	IRRIGATION	5
					Section Acres	6
					Total Acres	6

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

14. Remarks:

Property also known as Lots 15 & 16, Stillwell Estates No. 10.

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

Date Received

Receipt Number

463-03016K

2/15/01

W027367

RECEIVED

FEB 15 2001

WATER RESOURCES
WESTERN REGION

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Ada
County

Please type or print clearly

1. Name of Claimant (s) Jeffrey R Good, Lisa M Good Phone (208) 938-1180Mailing Address 863 W QUARTER DR, EAGLE, ID Zip 836162. Date of Priority (Only one (1) per claim) 1-3-19553. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 5N Range 1E Section 29,
_____ 1/4 of NE 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of _____Additional points of diversion if any: NWSE, Q. 29, TWP. 5N, RGE. 1E.

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

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

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

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. WELL WITH PUMP & PIPELINE TO
PLACE OF USE.

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

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

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

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

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

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 3-1 to 11-15 amount .078 or —

For — purposes from — to — amount — or —

For — purposes from — to — amount — or —

For — purposes from — to — amount — or —

7. Total quantity claimed (a) .078 (cfs) and/or (b) — (acre feet)

8. Total consumptive use claimed is — acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) —

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>5N</u>	<u>1E</u>	<u>29</u>									<u>1</u>					<u>5</u>			<u>6</u>

Total number of acres irrigated 6

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

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

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

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

or None (X)

14. Remarks: AKA LOTS 15 & 16, STILLWELL ESTATES NO. 10.

Last Name — Ident No. —

Copies: White -State, Yellow-Claimant

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

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

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

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

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

Scale: 2 inches equals 1 mile

A large sheet of graph paper with a grid of squares. The grid is divided into four quadrants by a vertical line and a horizontal line. The top-left quadrant is labeled 'Q1' and the top-right quadrant is labeled 'Q2'. The bottom-left quadrant is labeled 'Q3' and the bottom-right quadrant is labeled 'Q4'. The labels are written in a stylized, handwritten font.

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____

Decree _____

If applicable provide IDWR Water Right Number 63-03016

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) [Signature] Date 2-13-01

Date _____

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

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

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

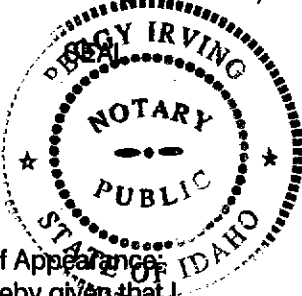
Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or Idaho)

County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 13 day of February 2001



Notary Public Peggy Irving

Residing at Emmett, ID

My Commission Expires 7-1-06

Please Print Name

17. Notice of Appearance

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

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

12-8-05

Per Linda (Lisa Marie's
assistant) house is selling
and closing 12-9-05.
We decided the best
option was to let new
owners do change.

JAMES A. BEVIS, I.S.B #1671
BEVIS, CAMERON & JOHNSON, P.A.
960 Broadway, Suite 220
P. O. Box 827
Boise, ID 83701-0827
Telephone: (208) 345-1040
Facsimile: (208) 345-0365

COPY
NO. _____
FILED _____
A.M. _____ P.M. _____

AUG 10 2004

J. DAVID NAVARRO, Clerk
By YVONNE GERANY
DEPUTY

ATTORNEYS FOR DEFENDANT

SCOT M. LUDWIG
LUDWIG LAW OFFICES
877 W. Main Street
Suite 506
Boise, Idaho 83702
Telephone (208) 387-0400
Facsimile (208) 387-1999

ATTORNEYS FOR PLAINTIFF

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LISA MARIE GOOLD,	)	CASE NO. CV DR 03 02263 D
	)	
Plaintiff,	)	
	)	AMENDED JUDGMENT AND
-vs-	)	DECREE OF DIVORCE
	)	
JEFFREY RONALD GOOLD,	)	
	)	
Defendant,	)	

Both parties appeared before the Court on May 14, 2004 for
trial but at the outset announced on the record that they have
agreed to settle their case and that they have resolved all issues.
The court placed both parties under oath and they acknowledged
their settlement and that they have entered into their settlement
agreement voluntarily. They further stipulated that the Court has

Defendant have been residents of the State of Idaho for six weeks prior to the filing of the Complaint and have remained residents of the State of Idaho, and irreconcilable differences have arisen during the marriage which are substantial reasons for not continuing the same. The parties further stipulated that neither party is entitled to protections under the Service Members Civil Relief Act and neither party is a member of the armed services of the United States of America. The parties waived Findings of Fact and Conclusions of Law. The parties further stipulated that the provisions of this Judgment and Decree with reference to the parties minor children are in the children's best interest, and the parties request that the Court enter this Judgment. This Judgment and Decree has been approved as to form and content by both parties and their attorneys. This Judgment and Decree is the product of negotiation and shall not be construed against the draftsman.

Attached to this Judgment and Decree is a Property and Debt Schedule which divides the assets and debts of the parties. The parties stipulated that the division of property and debts is just and equitable. The parties stated on the record that neither party has an asset or debt not disclosed on the property and debt schedule and they have so warranted that fact to each other and the court.

Plaintiff will be awarded all right title and interest in SunnRooibos, Inc. together with the receivable due the parties from SunnRooibos, Inc. Plaintiff is receiving salary advances from the

company at this time and Defendant is developing his income potential by seeking employment. Therefore, neither party is in the position to pay child support to the other. That further the parties have stipulated that they will have joint legal and physical custody of their children with each party having approximately 50% of the overnights during the year with the children. Accordingly, the Court finds that child support is not owed by one party to the other.

It was further stipulated and agreed and it is ordered into effect that Plaintiff is awarded the income tax exemption for Kamryn Goold, born March 5, 1999, and Defendant is awarded the income tax exemption for Jakob Goold, born August 6, 1994.

All other claims arising from the marriage that each party may have had against the other were waived, including either party's claims for spousal maintenance.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Plaintiff and Defendant are divorced from each other on the ground of irreconcilable difference and each is restored to the status of a single person.
2. Plaintiff and Defendant are awarded joint legal and shared physical custody of their minor children. Plaintiff will have 51% of the overnights with Kamryn and Defendant will have 49% of the overnights with Kamryn.

Defendant will have 51% of the overnights with Jakob. Plaintiff is awarded the income tax exemption for Kamryn for tax year 2004 and each year thereafter until further order of the court. Defendant is awarded the income tax exemption for Jakob for tax year 2004 and each year thereafter until further order of the court. Each party is awarded a first right of refusal to care for the children when the other party is unable to care for them

for a period in excess of four (4) hours.

parties have assured the court that they will be flexible and cooperative to avoid a disputes over their respective days of custody. The parties shall either alternate or divide the holidays equally unless otherwise agreed. Plaintiff will always have mothers day overnight and Defendant will always have fathers day overnight. The parties shall equally afford the other parent opportunity to celebrate a child's birthday with the child.

A. Neither party will permit a member of the opposite sex (other than a relative or their spouse) to spend the night at their home nor will they spend the night at that person's home when the children are under their care and custody, nor will they sleep with, or be in bed with, or have sexual displays with such person when the children are present.

5. Child support is not ordered at this time.
6. Spousal support having been waived, each party's claim against the other is dismissed.
7. Plaintiff shall pay to the Defendant the sum of \$30,000.00 no later than July 31, 2004. That further, Plaintiff will pay to the Defendant by May 13, 2005 the sum of \$20,000.00. Said obligation will be secured by a

second deed of trust on the principal residence. Plaintiff will sign a Deed of Trust securing said obligation to the Defendant. This Deed of Trust will be recorded upon completion of the refinance by the Plaintiff which is pending. Defendant will consent to the refinance and sign the necessary documents provided the current appraisal in the sum of \$585,000 is approved by the existing review by lender Veritag and the loan amount for the refinance does not exceed \$530,000. Assuming Plaintiff provides Defendant proof of the foregoing amounts, Defendant shall execute the Quitclaim Deed and provide that to the closing agent by August 5, 2004. Defendant will Quitclaim the principal residence to the Plaintiff in exchange for Plaintiff's signed second Deed of Trust, which Deed of Trust will be immediately recorded after the first Deed of Trust.

8. With reference to the Property and Debt Schedule, Defendant is awarded the items under the column "To Husband" as noted with an "X" or the notation "one-half". Plaintiff is awarded the items under the column "To Wife" as noted with an "X" or the notation "one-half". Plaintiff will timely pay, save, defend and hold Defendant harmless from the debts assigned to her on the

Property and Debt Schedule and noted with an "X" or with the notation "one-half". Defendant will timely pay, save, defend and hold Plaintiff harmless from the debts assigned to him on the Property and Debt Schedule and noted with an "X" or with the notation "one-half". Plaintiff and Defendant will each pay one-half of the joint line of credit for Idaho Banking Company checking account #1131220. Plaintiff is awarded all of the parties right, title and interest in SunnRooibos, Inc. including the receivable for monies advanced by the parties to the corporation. Plaintiff will save, defend and hold the Defendant harmless from any debts of SunnRooibos, Inc. which may be personal debts of the parties or have been personally guaranteed by either party. Plaintiff will save, defend and hold the Defendant harmless from any other debts incurred by her not otherwise assigned on the Property and Debt Schedule. Defendant will save, defend and hold the Plaintiff harmless from any other debts incurred by him not otherwise assigned on the Property and Debt Schedule.

9. It is understood that Plaintiff and Defendant shall file separate income tax returns for the tax year 2004. Neither party shall include in their income any income

earned by the other after December 31, 2003, nor shall either party claim a credit or deduction for expenditures made by the other, after December 31, 2003. Any tax liability arising from income after December 31, 2003 shall be paid and assumed according to their respective separate returns.

10. Neither party shall move from Ada or Canyon County, Idaho with the minor children without a court order or mutual written agreement signed and notarized by both parties. Both parties shall agree upon the schools that the children will attend, which school at the current time is Hidden Springs Charter School. Both parties will cooperate and facilitate each party's access to records and information pertaining to their minor children, including but not limited to medical, dental, health and school and educational records.
11. Each of the parties will sign from time to time all documents and instruments including titles and deeds necessary to effectuate this Judgment and Decree.
12. Plaintiff shall be restored to her maiden name of LISA MARIE, hereafter being known as LISA MARIE.

IT IS SO ORDERED, ADJUDGED AND DECREED this 9 day of

Aug, 2004.

TERRY R. McDANIEL

TERRY R. McDANIEL,
Magistrate Judge

STATE OF IDAHO
COUNTY OF ADA

} ss.

J. David Naveas, 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 26th day of August, 2004.

AMENDED JUDGMENT AND DECREE OF DIVORCE - Page 8

J. DAVID NAVEAS, Clerk

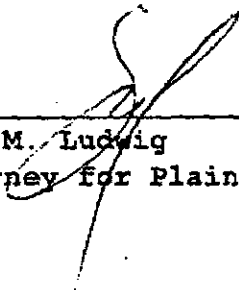
By J. Naveas Deputy

APPROVED AS TO
FORM AND CONTENT:



James A. Bevis
Attorney for Defendant

DATED 7/30/04



Scot M. Ludwig
Attorney for Plaintiff

DATED 8/03/04

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

LISA MARIE GOOLD

STATE OF IDAHO, COUNTY OF

On this day of June, 2004,
before me, a Notary Public in and for said State, personally
appeared Lisa Marie Goold

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



Notary Public,
Idaho.

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
19, in my office, and duly recorded in Book
of Mortgages at page

De-Office Recorder.

By Deputy

Fees. \$
Mail to:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

. 19

Dated

THIS PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To Idaho, Trustee: 18

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

Order No.

THIS DEED OF TRUST, Made this 21st day of June, 2004,
 BETWEEN LISA MARIE GOOLD, herein called GRANTOR,
 whose address is 863 Quarter Drive, Eagle, Idaho 83616,
 BEVIS, CAMERON & JOHNSON, P.A., herein called TRUSTEE, and
 JEFFREY RONALD GOOLD, herein called BENEFICIARY,
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE
 IN TRUST, WITH POWER OF SALE, that property in the County of
 State of Idaho, described as follows and containing not more than twenty acres:

LOTS 15 AND 16 IN BLOCK 5 OF STILLWELL ESTATES NO. 10 SUBDIVISION,
 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 64 OF PLATS
 AT PAGES 6491 AND 6492, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given
 to and conferred upon Beneficiary to collect and apply such rents, issues and profits.
 For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by
 Grantor in the sum of Twenty thousand - - - - - Dollars, (\$20,000.00),

first payment due May 13, 2005
 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor
 herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instru-
 ments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein
 provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Bene-
 ficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing
 security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability herefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

05/31/2005
RECEIVED
JUN 10 2005
Department of Water Resources

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: July 15, 2005

Water right number: 63-3016K

JEFFREY R GOOLD
863 W QUARTER DR
EAGLE ID 83616
Telephone Number: (208)938-1180

LISA M GOOLD
863 W QUARTER DR
EAGLE ID 83616
Telephone Number: (208)938-1180

RECEIVED
JUN 14 2005
WATER RESOURCES
WESTERN REGION

Western

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

Name Change

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

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

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

DATE: 6-8.05 SIGNATURE: *L. Marie*
Please print your name: Lisa Marie

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

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

RECEIVED
JUN 10 2005
 Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63.3016 K					

RECEIVED
JUN 14 2005
 WATER RESOURCES
 WESTERN REGION

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

Lisa M. Goold

Jeffrey R. Goold

4. New Owner/Claimant(s)

Lisa Marie (formerly Lisa Goold)

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

City, State and ZIP Code

same

New Telephone Number

() _____

5. Date you acquired the property

change due to divorce
Divorce final 8-1-2004

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) John Mann
(include title if applicable) _____

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

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

1. If there are water rights associated with the property, **the seller should be able to provide you with the water right or adjudication claim number(s).** Please enter the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. **Do not** obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3**.
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original form to the IDWR office nearest you:

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

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

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

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033



STATE OF IDAHO

Department of Water Resources
Western Region

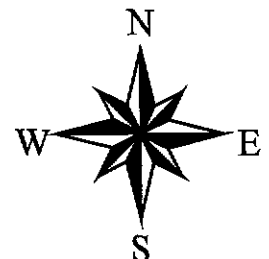
Water Right(s): 63-03016K



0 1320 Feet

Total Irrigated Acres: 5.7

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



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: January 2005

01/28/2005

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

RIGHT NUMBER: 63-3016K

NAME AND ADDRESS: JEFFREY R GOOLD
863 W QUARTER DR
EAGLE ID 83616

LISA M GOOLD
863 W QUARTER DR
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.070 CFS
25.700 AFY

PRIORITY DATE: 01/03/1955

POINT OF DIVERSION:

T05N R01E S29 SWSW Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.070 CFS
25.70 AFY

PLACE OF USE: IRRIGATION Within ADA County

T05N R01E S29 NWSE 5.7

5.7 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: License

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-3016K V1

WATER RIGHT NUMBER: 63-3016K V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JEFFREY R GOOLD 863 W QUARTER DR EAGLE, ID 83616 (208)938-1180
Current Owner	LISA M GOOLD 863 W QUARTER DR EAGLE, ID 83616 (208)938-1180

Priority Date: 01/03/1955

Basis: License

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.070 CFS	25.70 AF
	<u>Total Diversion:</u>	0.070 CFS	25.70 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4	Sec. 29, Twp 05N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
05N	01E	29																	5.7	5.7

Total Acres: 5.7

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-3016K V1

Comments:

1. csaxton 1/28/2005 Resumption

Comment: Use of this portion of 63-03016 has been resumed. 2003 photography shows evidence of irrigation.

2. csaxton 1/28/2005 Diversion Rate

Comment: Diversion rate recommended at licensed diversion rate of 0.013 cfs per acre.

3. csaxton 1/28/2005 POD(1)

Comment: POD digitized based on map provided in licensing field exam map.

4. csaxton 1/28/2005 POD(2)

Comment: 2 PODs claimed. House built in 1998 and one well log found showing a well drilled in 1998. I do not know if there are actually 2 wells or just one well which was claimed in two QQs because it was so close to the line.

None-the-less, no TR was filed to change the POD from the original licensed well to the 1998 well(s). Recommend POD as originally licensed as evidence indicates no accomplished change in POD took place. Claimant must file transfer to change POD to what is currently used.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal:

Owner Name Connector: OR

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	1/28/2005 9:50:15 AM	csaxton			Active
Priority Date	1/28/2005 9:50:32 AM	csaxton			Active
POD	1/28/2005 9:50:39 AM	csaxton			Active
Source	1/28/2005 9:51:57 AM	csaxton			Active
POU	1/28/2005 9:52:11 AM	csaxton			Active
Use	1/28/2005 9:54:20 AM	csaxton			Active
Season	1/28/2005 9:54:35 AM	csaxton			Active
Quantity	1/28/2005 9:55:34 AM	csaxton			Active
Summary			01/28/2005	csaxton	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-3016K V1

POD	1/28/2005 9:51:15 AM	csaxton	Edited point location
Quantity	1/28/2005 9:55:35 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (Yes) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (Yes) 10. Is a irrigation a purpose of use? (No) 12. Is a Quantity remark or condition required? Description for Question 10 - IDWR standard for area of 4.5 af per acre.
Contacts	1/28/2005 9:50:16 AM	csaxton	(No) 1. Do you want to schedule an appointment? Comment for 1: Desktop Review
POD	1/28/2005 9:50:40 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?
POD	1/28/2005 9:51:32 AM	csaxton	Edited PLS
Source	1/28/2005 9:51:57 AM	csaxton	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
POU	1/28/2005 9:52:10 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
Priority Date	1/28/2005 9:50:33 AM	csaxton	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POU	1/28/2005 9:52:35 AM	csaxton	Edited shape boundary

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-3016K V1

POU	1/28/2005 9:53:36 AM	csaxton	Edited PLS
Use	1/28/2005 9:54:21 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Season	1/28/2005 9:54:36 AM	csaxton	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
Summary	1/28/2005 9:56:17 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (Yes) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-3016K

WATER RIGHT NUMBER: 63-3016K

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JEFFREY R GOOLD ✓ 863 W QUARTER DR EAGLE, ID 83616 (208)938-1180 ✓
Current Owner	LISA M GOOLD 863 W QUARTER DR EAGLE, ID 83616 (208)938-1180

Priority Date: 01/03/1955 ✓

Basis: License ✓

Status: Active ✓

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION ✓	03/01 to 11/15 ✓	0.078 CFS 0.07	25.7
	<u>Total Diversion:</u>	-0.078 CFS 0.07	25.7

Location of Point(s) of Diversion

GROUND WATER	NE1/4SW1/4	Sec. 29, Twp 05N, Rge 01E, B.M.
ADA County	SW SW	
~~GROUND WATER~~	~~NW1/4SE1/4~~	~~Sec. 29, Twp 05N, Rge 01E, B.M.~~
~~ADA County~~		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	01E	29									1.0					5.0			6.0
																5.7			5.7

Total Acres: 6 5.7

Conditions of Approval:

C18

Remarks:

1. Property also known as Lots 15 & 16, Stillwell Estates No. 10.

Comments: → See ECU RDates and Other Information:

Claim Received Date: 2/15/2001
Owner Name Connector: OR
Mitigation Plan: False

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

Prior to Field Exam

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

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-080161K

Owner: _____ Phone No. _____

Current Address: _____

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

Accompanied by: _____

PRIORITY DATE

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

Priority date, per claimant, is: _____

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

Source: _____ Tributary to _____

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

POINT OF DIVERSION

- ☐ No change
- ☒ POD found is different than claimed: See Notes on PG 3
- ☐ If different, when did POD change? _____

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID
			SW	SW	29	5N	1E	Ada	Digitized

Description of diverting works

OVERLAP REVIEWOther water rights with the same point of diversion: None

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

WATER USES☒ No change☐ Different UsesUse ILL From 3-1 To 11-15 Amount 0.07 CFS 25.7 AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only☒ Incomplete on claim, the total is, Amount 0.07 CFS 25.7 AFA☐ Changes found, the new total is, Amount _____ CFS _____ AFA☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)**NON-IRRIGATION USES:**☒ No change☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

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

Place of Use			NE				NW				SW				SE				Totals
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
5N	1E	29														5.7			5.7

Overlap with other water rights: None

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

Delivery System Narrative:

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

FLOW MEASUREMENTS:

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

- This right recommended under Resumption. 2003
 Photography shows Evidence of Irrigation

- POD. 2 POD's claimed. House built in 1998 and one well log found showing well drilled 1998. Don't know if there are 2 wells or just one and they claimed POD in two AD's because it was close to the line. None-the-less. No IR was filed to a POD. Rec POD as originally licensed. Must file Transfer to add 1998 well.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☐ Photographs of POD's and POU *N/A*
- ☐ GPS readings *N/A*
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 1-28-08

FIELD EXAMINER: Craig D. Funder

63-03016

1.64 cfs
125 ac

Claimed	Recommend
A Stillwell Jr	<i>Recommended</i>
0.2 Irr	0.12
10	9.3
	41.9
	Needs Change of Ownership (2)
	Licensed POD
B Glenn, Jefferey	<i>Recommended</i>
0.12 Irr + Dom	0.05
4	4
	18
	Built 1978 - C03
	Irr + Dom / C04
C Davey, Richard	<i>Recommended</i>
0.01 Irr	0.007
0.5	0.5
	2.25
	Built 1984
	Irr
D Canova, Gary	<i>Recommended</i>
0.03 Irr + Dom	0.026
2	2
	9
	Built 1977 - C03
	Irr + Dom / C04
E Arnold, Bill	<i>Recommended</i>
0.07 Irr	0.07
5	5
	22.5
	Licensed POD
	Irr
	Built 1998
F Ferri, Frank	<i>Recommended</i>
0.07 Irr	0.07
5	5
	22.5
	Licensed POD
	Irr
	Built 1999
G Clune, Mike	<i>Recommended</i>
0.05 Irr	0.03
4	2.5
	11.3
	Licensed POD
	Irr
	Built 1999
H Gray, Christopher	<i>Recommended</i>
0.065 Irr	0.066
5	5
	22.5
	Licensed POD
	Irr
	Built 1994
J Canegaly, Paul	<i>Recommended</i>
0.03 Irr	0.020
1.5	1.5
	6.8
	Licensed POD
	Irr
	Built 1995
K Goold, Jeffrey	<i>Recommended</i>
0.078 Irr	0.07
6	5.7
	25.7
	Licensed POD
	Irr
	Built 1998
L Feltzer, Tim	<i>Recommended</i>
0.05 Irr	0.05
4	3.8
	17.1
	C03
	Irr
	Built 1986
M Murray, Michael	<i>Recommended</i>
0.066 Irr	0.02
5	1.3
	5.9
	Licensed POD
	Irr
	Built 1992
N Ward, Bob	<i>Recommended</i>
0.065 Irr	0.06
5	4.8
	21.6
	Licensed POD
	Irr
	Built 1998
P Carpenter, Floyd	<i>Recommended</i>
0.05 Irr	0.03
2.5	2.5
	6.3
	Licensed POD
	Irr
	Built 1994
Q Milam, Ben	<i>Recommended</i>
0.066 Irr	0.066
	Licensed POD

Claimed as 0.065, H:

Claimed as 0.066, H:

	5	5	Irr	
		22.5	Built 1987	
R Find, Ingvard			Recommended	
	0.05 Irr	0.056	Licensed POD	Claimed as 0.05, Ha
	4.3	4.3	Irr	
		19.4	Built 1997	
S Bowman, Steven			Recommended	
	0.05 Irr	0.052	Licensed POD	Claimed as 0.05, Ha
	4	4	Irr	
		18	Built 1998	
T Thomas, John			Recommended	
	0.05 Irr	0.052	C03	Claimed as 0.05, Ha
	4	4	Irr	
		18	Built 1979	

Sum CFS=	1.17
Sum Acre=	76.8
Sum Vol =	N/A

Un-accounted for CFS=	0.47
Un-accounted for Acres=	48.2
Un-accounted for Vol=	N/A

Diversion Rate per Acre =	0.01312
Diversion Vol per Acre =	4.5

Sum CFS=	0.921
Sum Acre=	70.2
Sum Vol =	310.9

Un-accounted for CFS=	0.72
Un-accounted for Acres=	54.8
Un-accounted for Vol =	N/A

* Licensed for Domestic and Irrigation

* No Licensed Diversion Rate. Use IDWR standard of 4.5 AFA

11-3-04 : No other water Rights found for overlap analysis.
No D's claims found.

: Parcel #: R8163240170 - built 1998

: 1987 and 2000 Photography show signs of irrigation.
But Ada Co assessors picture shows there may be a
ditch out there, but it would be in POD that wasn't licensed.

: No FR filed to change POD. I recommended.
Rec POD as licensed.

IDAHO DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT 67699

Office Use Only
Inspected by _____
Twp _____ Rge _____ Sec _____
_____ 1/4 _____ 1/4 _____ 1/4
Lat: : : Long: : :

1. WELL TAG NO. D 0007305
 DRILLING PERMIT NO. 63-98-W-0514-000
 Other IDWR No. _____

2. OWNER: Name JEFF & LISA GULD
Address 863 W. QUARTER DRIVE
City EAGLE State CO Zip 83616

3. LOCATION OF WELL by legal description:

Sketch map location must agree with written location.

N
 W E S
 Twp. 5 North ☒ or South ☐
 Rge. 1 East ☒ or West ☐
 Sec. 29 1/4 NE 1/4 SW 1/4
 Gov't Lot _____ 10 acres
 County ADAMS 10 acres 160 acres
 Lat. : : Long. : :
 Address of Well Site 863 W. QUINSTER
DRIVE City ENGLE
 (Give at least name of road + Distance to Road or Landmark)

Lt. _____ Bk. _____ Sub. Name STILLWELL
ESTATES

4. USE:

☒ Domestic ☐ Municipal ☐ Monitor ☐ Irrigation
☐ Thermal ☐ Injection ☐ Other

5. TYPE OF WORK check all that apply (Replacement etc.)

☒ New Well ☐ Modify ☐ Abandonment ☐ Other _____

6. DRILL METHOD

☒ Air Rotary ☐ Cable ☐ Mud Rotary ☐ Other

7. SEALING PROCEDURES

SEAL/FILTER		PACK		AMOUNT	METHOD
Material	From	To	Sacks or Pounds		
BENTONITE	0	20	525105	OVERBURG	

Was drive shoe used? ☒ Y ☐ N Shoe Depth(s) _____
Was drive shoe seal tested? ☐ Y ☒ N How? _____

8. CASING/LINER:

Diameter	From	To	Gauge	Material	Casing	Liner	Welded	Threaded
8"	172	174	.25	STEEL	☒	☐	☐	☐
					☐	☐	☐	☐
					☐	☐	☐	☐

Length of Headpipe 5' Length of Tailpipe —

9. PERFORATIONS/SCREENS

Perforations Method WASH-DOWN
Screens Screen Type STAINLESS 304

From	To	Slot Size	Number	Diameter	Material	Casing	Liner
175'	185'	.20"	-	5"	50-5000	☐	☒
						☐	☐
						☐	☐

10. STATIC WATER LEVEL OR ARTESIAN PRESSURE:

108 ft. below ground Artesian pressure _____ lb.
Depth flow encountered _____ ft. Describe access port or
control devices:

11. WELL TESTS:

☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal./min.	Drawdown	Pumping Level	Time
75	—	175'	20 hr

Water Temp. _____ Bottom hole temp. _____

Water Quality test or comments: _____

Depth first Water Encounter

12. LITHOLOGIC LOG: (Describe repairs or abandonment)

[illegible]

13. DRILLER'S CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Company Name GOOSE DRILLING Firm No. 409

Firm Official James F. Colvise Date 7-30-98

and _____

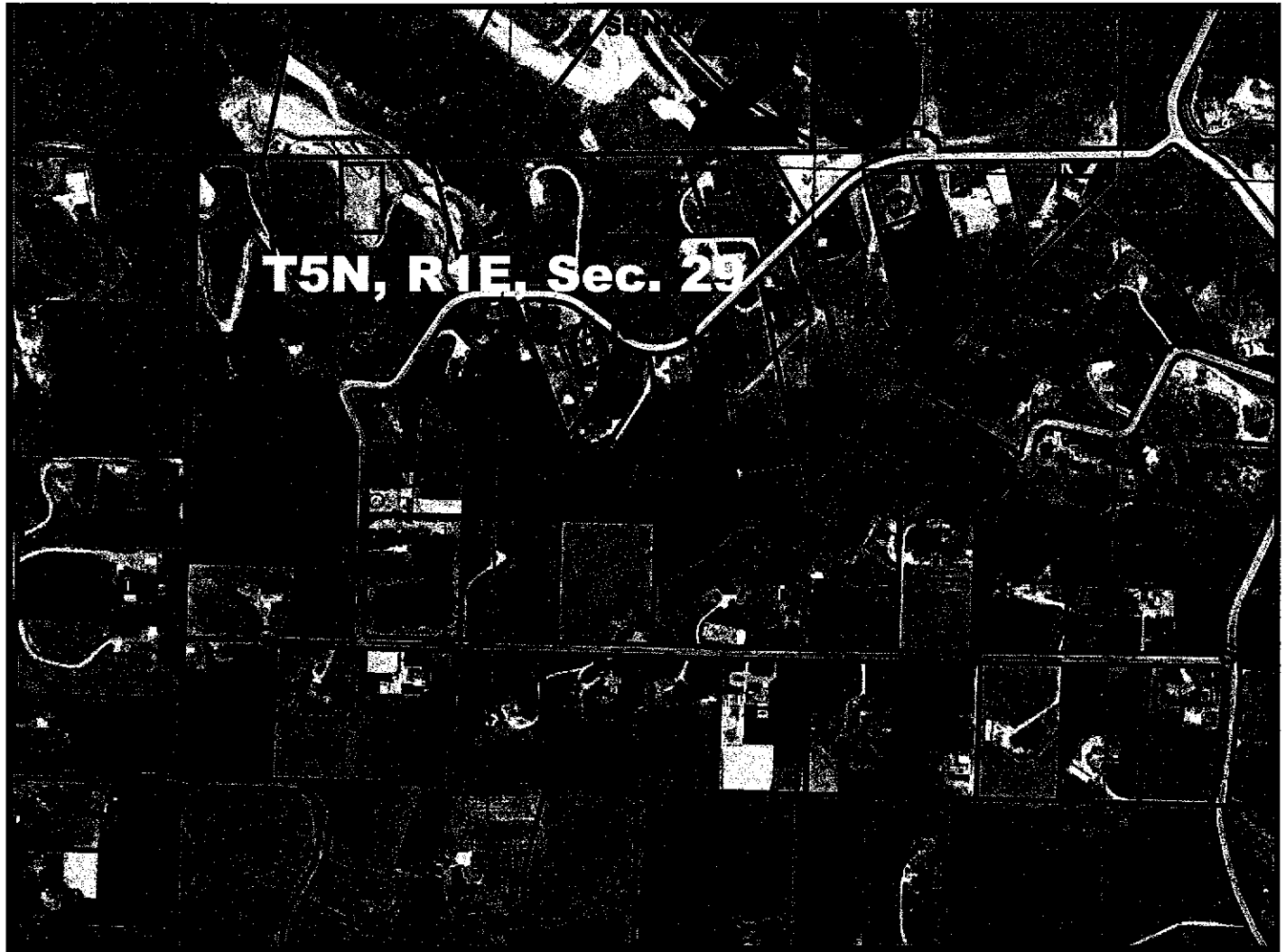
Driller or Operator Clark / Kach Date 7-30-90

(Sign Once if Firm Official & Operator)

FORWARD WHITE COPY TO WATER RESOURCES



63-03016K POU & POD Claim Map 2003 Photography



1320 0 1320 2640 Feet

● Claimed Point of Diversion

□ Claimed Place of Use

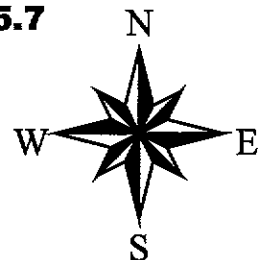
□ Ada County Tax Lot Data

□ Quarter Quarter Lines

□ Section Lines

Total Claimed Acres: 6.0

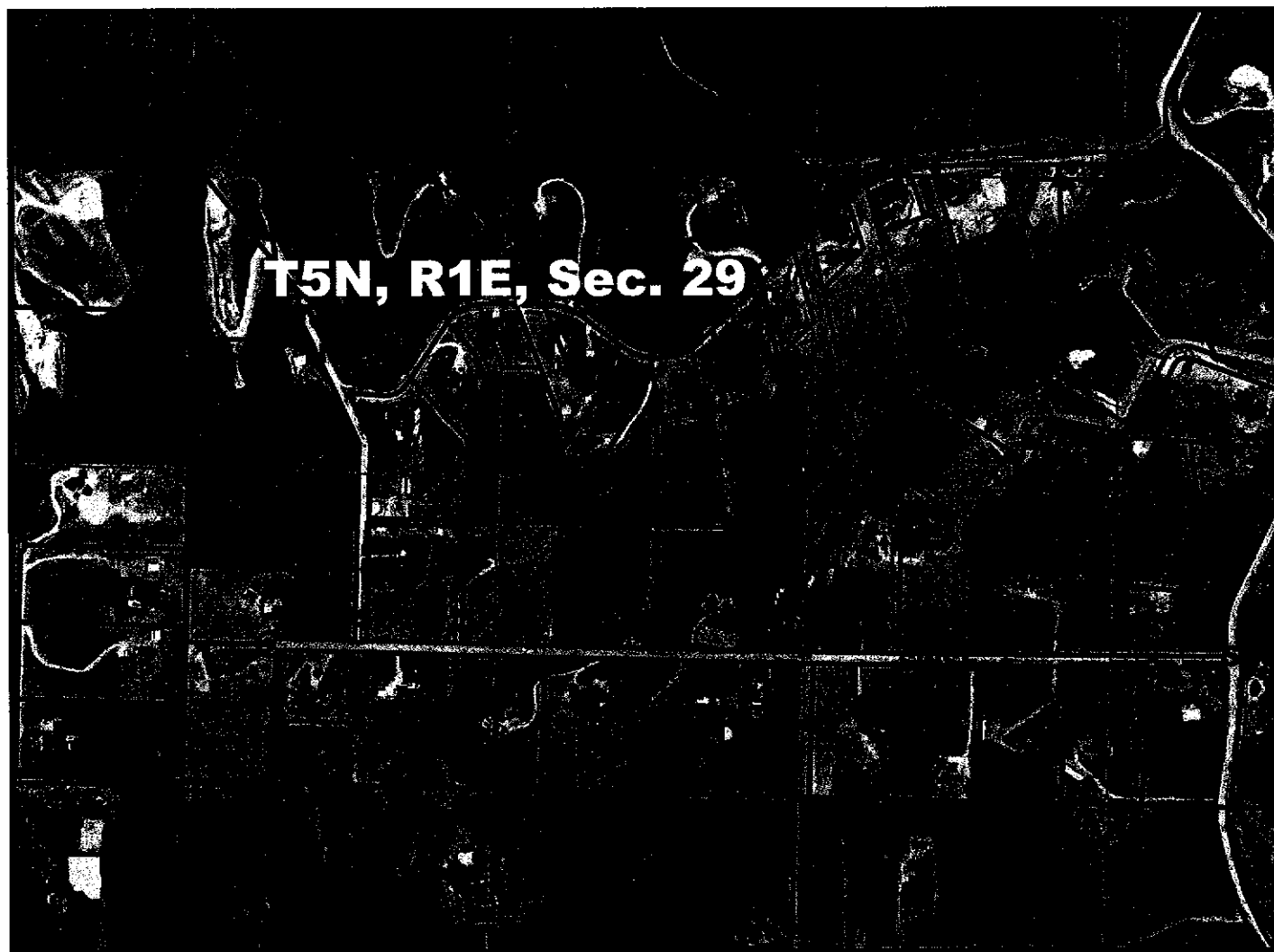
Initial Review found acres: 5.7



Prepared by: C. Saxton
Date: January 2005



63-03016K POU & POD Claim Map 2000 Photography



1320 0 1320 2640 Feet

● Claimed Point of Diversion

□ Claimed Place of Use

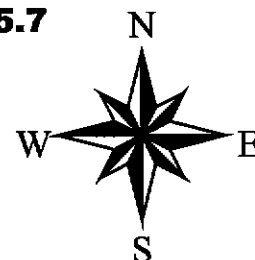
□ Ada County Tax Lot Data

□ Quarter Quarter Lines

□ Section Lines

Total Claimed Acres: 6.0

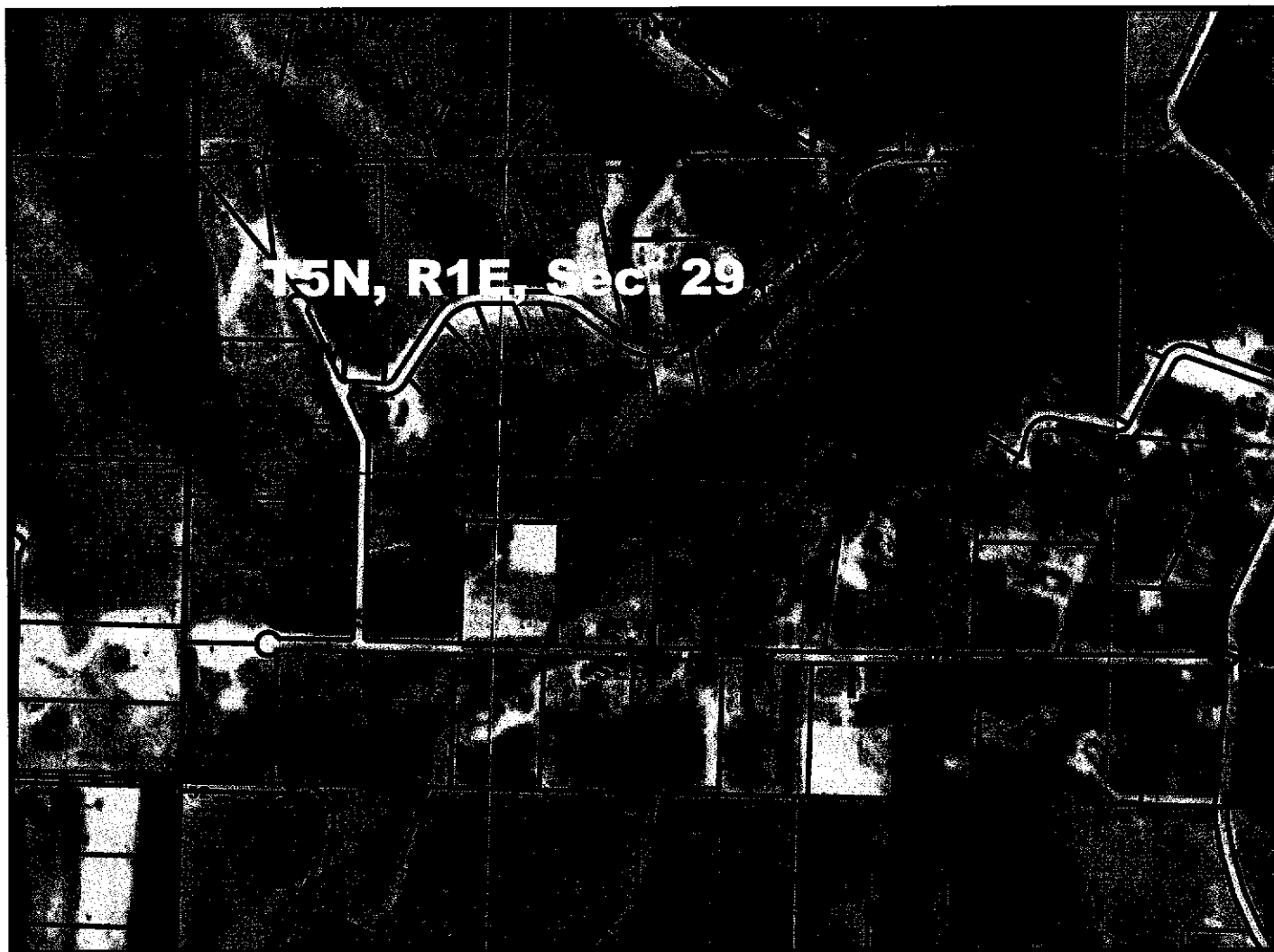
Initial Review found acres: 5.7



Prepared by: C. Saxton
Date: January 2005



63-03016K POU & POD Claim Map 1987 Photography



1320 0 1320 2640 Feet

● Claimed Point of Diversion

□ Claimed Place of Use

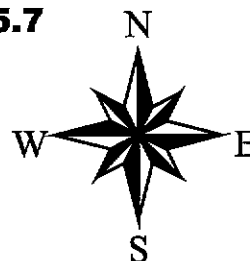
□ Ada County Tax Lot Data

□ Quarter Quarter Lines

□ Section Lines

Total Claimed Acres: 6.0

Initial Review found acres: 5.7



Prepared by: C. Saxton
Date: January 2005

Receipt Details for ID W027367

Status	Adjustment Type	Version
		1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
2/15/2001 10:57:39 AM	2/15/2001 2:35:24 PM	WESTERN	\$56.00	Check
Payer		GOOLD, JEFFREY R / LISA MARIE		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
2696			
Card Expiration Date	Credit Card Transaction #		

Comment NOTICE OF CLAIM TO A WATER RIGHT: A63-03016K

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$56.00	ADJUDICATION FILING FEE	42503	0337			1155

Refund(s):

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

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
--------------	-----------------	--------------	--------	------

Print Report



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Property Details for Parcel R8163240170

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General Information

Property Acres: 1.099
Zone Code: RR
Primary Code Area: 270 Tax Districts
Group Type: SUB
Subdivision: STILLWELL ESTATES NO 10
Section: 5N1E29

Property Description

LOT 15 BLK 5
STILLWELL ESTATES #10



Property Address

863 W QUARTER DR
EAGLE, ID 83616



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Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area
Primary	150-RES SUB LOT	1.099	\$137,500	MARKET	270
Primary	370-RES IMPROVEMENT	0.000	\$316,700	COST	270

Total Assessed Value: \$454,200

Parcel Valuation History

Assessed value for year 2004 \$454,200
Assessed value for year 2003 \$395,500
Assessed value for year 2002 \$390,100
Assessed value for year 2001 \$286,900
Assessed value for year 2000 \$287,000

Property Characteristics

Residential
Land

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Residential Characteristics 1 for Parcel "R8163240170"

Occupancy Date:	No Date Available
Year Built:	1998
Year Remodel:	0
Effective Age:	0
Construction Class:	4
Number of Bedrooms:	5
Number Bathrooms:	3.75
Number of Fireplaces:	1
Air Conditioning:	Y
Car Storage Sq Ft #1:	901
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	85
Deck Sq Ft:	1100
Deck Covered:	N
Patio Sq Ft:	100
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	5247
Main Floor Sq Ft:	2583
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	2664
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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STILLWELL ESTATES NO. 10 BLOCK 5

17.6 AC TOTAL - NWSE
10 AC TOTAL - NESW
5 AC FROM SESEW

GOUND (LOT 15/16)
GIBSON (LOT 11/12)
FERRI (LOT 13/14)
(CLUNE) (LOT 19/20)

State of Idaho
DEPARTMENT OF WATER RESOURCES

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

