

CALDERON ESTATES SUBDIVISION

THE N 1/2 SE 1/4, SECTION 7, AND THE NW 1/4 SW 1/4, SECTION 8,
T.2N., R.2E., B.M.,
ADA COUNTY, IDAHO

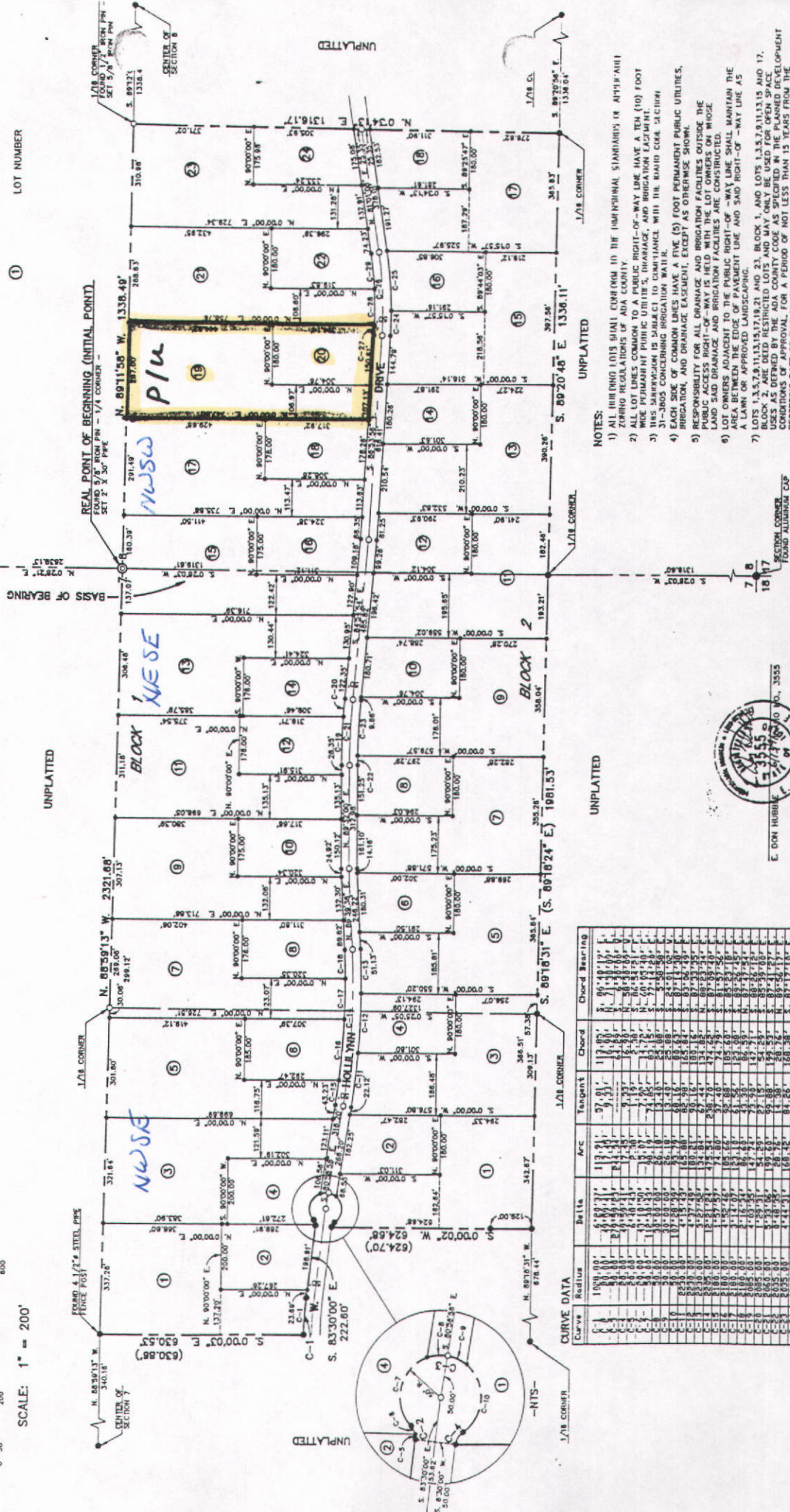
1991
• HUBBLE ENGINEERING, INC. •
BOISE, IDAHO

LEGEND

- | | | | |
|------------------|-------------------------|--|------------------------|
| ● | FOUND 5/8" IRON PIN | | PROPERTY BOUNDARY LINE |
| ○ | SET 5/8" X 30" IRON PIN | | RIGHT-OF-WAY LINE |
| • | SET 1/2" X 24" IRON PIN | | LOT LINE |
| | DATA OF RECORD | | CENTERLINE |
| (S. 89°16'24"E.) | --- | | LOT NUMBER |
| | --- | | ① |
| | --- | | |
| | --- | | |



SCALE: 1" = 200'



NOTES:

- 1) ALL BUILDING LOTS SHALL CONFORM TO THE INTERNATIONAL STANDARDS, IN APPROPRIATE ZONING REGULATIONS OF ADA COUNTY.
- 2) ALL LOTS COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT.
- 3) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE RATIO CODE SECTION 31-3805 CONCERNING BRIGATION WATER.
- 4) EACH SIDE OF COMMON LINES HAVE A FIVE (5) FOOT PERMANENT PUBLIC UTILITIES, IRRIGATION, AND DRAINAGE EASEMENT, EXCEPT AS OTHERWISE SHOWN.
- 5) RESPONSIBILITY FOR ALL DRAINAGE AND IRRIGATION FACILITIES OUTSIDE THE LOT BOUNDARY SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS ON WHOSE LOT THE DRAINAGE AND IRRIGATION FACILITIES ARE LOCATED.
- 6) LOT OWNERS ADJACENT TO THE PUBLIC RIGHT-OF-WAY LINE SHALL MAINTAIN THE AREA BETWEEN THE EDGE OF THE PAVEMENT LINE AND SAID RIGHT-OF-WAY LINE AS A LAWN OR APPROVED LANDSCAPING.
- 7) LOTS 1,3,3.5,7,9,11,13,17,19,21 AND 23 BLOCK 1, AND LOTS 1,3,3.5,7,9,11,13,15 AND 17, BLOCK 2, ARE DEED RESTRICTED LOTS AND MAY ONLY BE USED FOR OPEN SPACE USES.
- 8) THE CITY OF ADA HAS AGREED TO ACCEPT THE PLANNED DEVELOPMENT CONDITIONS OF APPROVAL FOR A PERIOD OF NOT LESS THAN 15 YEARS FROM THE RECORDING DATE OF THIS PLAT.
- 9) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- 10) EACH BUILDING LOT SHALL HAVE AN ON-SITE VEHICLE TURNAROUND.

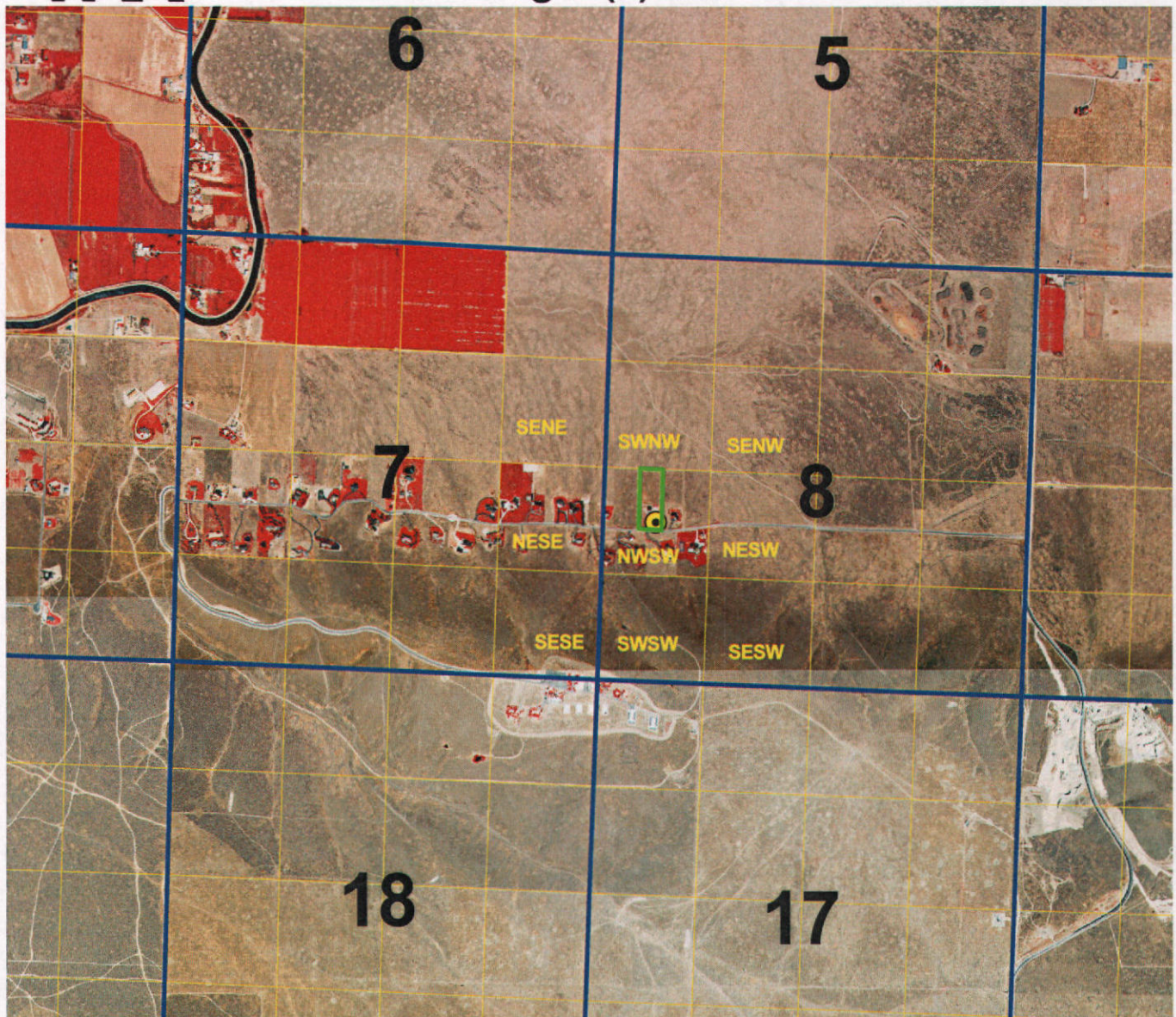
SHEET 1 OF 2



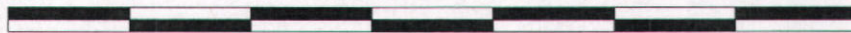
State of Idaho
Idaho Department of Water Resources
Western Region

T2N R2E SECTION 8

Water Right (s): 63-9103B



1320 0 1320 2640 3960 5280 6600 7920 Feet



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

GIS Place of Use Illustration
2000 Aerial Photography
Prepared By: Vicky Music
Date: April 2005



State of Idaho
Idaho Department of Water Resources
Western Region

T2N R2ESECTION 8
Water Right (s): 63-9103B



lot is 4.9 acres. transferred 5 licensed
acres in 1999. most of lot not irrigated.
location of well unknown



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

GIS Place of Use Illustration
2003 AERIAL Photography
Prepared By: Vicky Music
Date: April 2005

ADJUDICATION CLAIMS SPLIT TREE FOR 63-9103

**RIGHTS HAVE BEEN
SPLIT AND ARE NO
LONGER ACTIVE
(parent rights)**

63-9103
Leonard Hayden
1.86 cfs / 787.5 afa
175 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 31
Sec 12 SESW - 10
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103A
Leonard Hayden
1.66 cfs / 697.5 afa
155 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 21
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103B
Patrick & Joy Harris
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
2N 2E S8
NWSW

63-9103C
Gary & Heather
Mingus
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
5N 1E S31
NWNW - 2 acres
5N 1W S36
NENE - 3 acres

63-9103D
Steve Boschma
0.10 cfs / 34.2 afa
10 ACRES RETIRED
AND MOVED TO A
DAIRY IN
2N 1W S19
NESW & SESW

63-9103E
Leonard Hayden
1.19 cfs / 499.5 afa
111 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

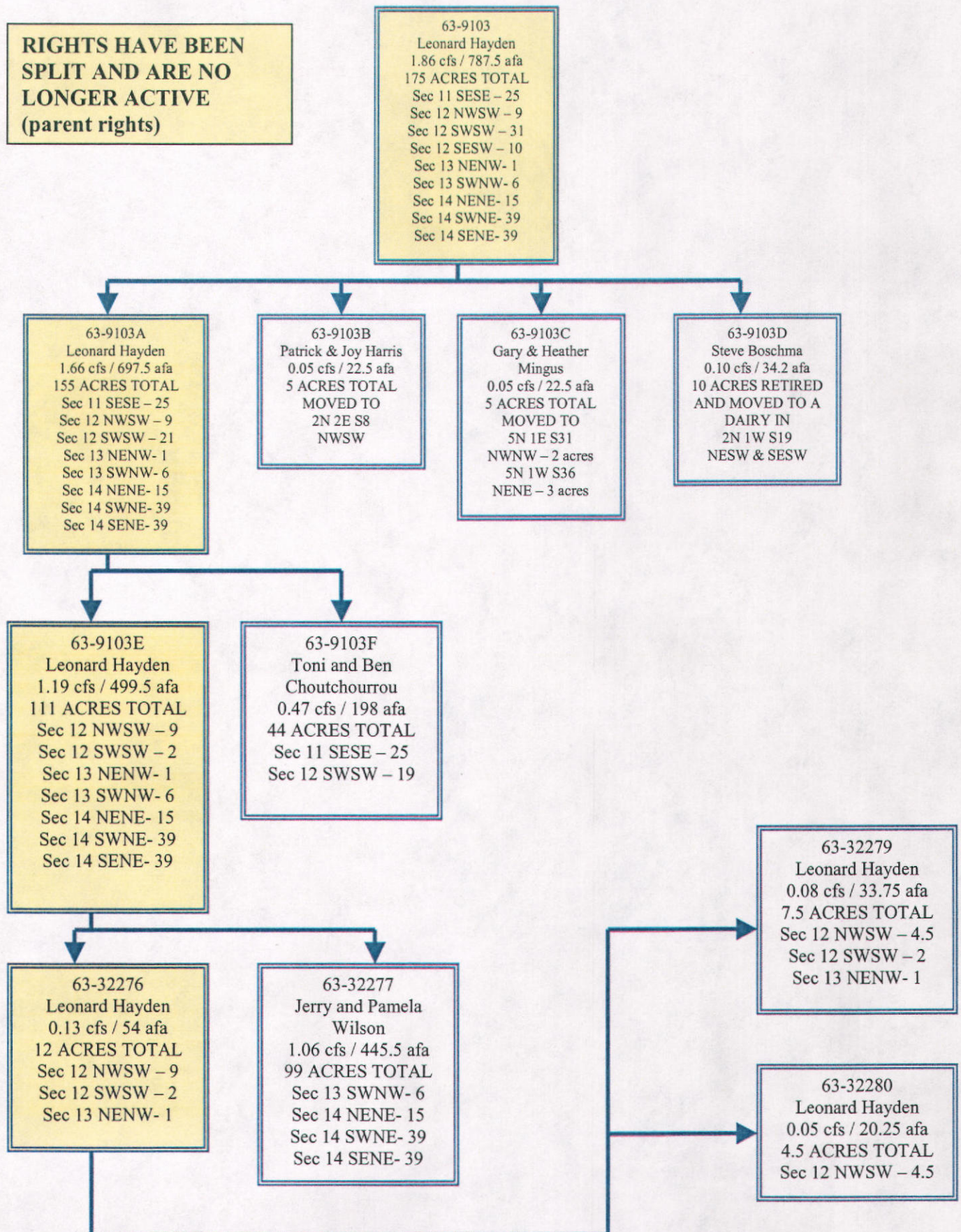
63-9103F
Toni and Ben
Choutchourrou
0.47 cfs / 198 afa
44 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 SWSW - 19

63-32276
Leonard Hayden
0.13 cfs / 54 afa
12 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32277
Jerry and Pamela
Wilson
1.06 cfs / 445.5 afa
99 ACRES TOTAL
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-32279
Leonard Hayden
0.08 cfs / 33.75 afa
7.5 ACRES TOTAL
Sec 12 NWSW - 4.5
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32280
Leonard Hayden
0.05 cfs / 20.25 afa
4.5 ACRES TOTAL
Sec 12 NWSW - 4.5



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 63-9103B
Date Received: 2/5/1996
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

PATRICK HARRIS Phone: (208)562-1226

5702 HOLLILYNN DR
BOISE ID USA 83709

JOY HARRIS Phone: (208)562-1226

5702 HOLLILYNN DR
BOISE ID USA 83709

2. Date of Priority: 03/31/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	02E	8	NW SW	ADA	

5. Description of diverting works:

WELL, 200 HP PUMP, WHEELINES AND HANDLINES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.05	22.5

7. Total Quantity Appropriated is:
0.05 C.F.S. and/or 22.5 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of	1/4 Lot	Use	Acres
02N	02E	8	NW	SW	IRRIGATION	5
Section Acres						5
Total Acres						5

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 IS ALSO KNOWN AS LOTS 19 & 20, BLK 1, CALDERON ESTATES SUBDIVISION.

RIGHT HOLDER SHALL COMPLY WITH THE DRILLING PERMIT REQUIREMENTS OF SECTION 42-235, IDAHO CODE.

THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE THAN 0.02 CFS PER ACRE NOR MORE THAN 4.5 AFA PER ACRE AT THE FIELD HEADGATE FOR IRRIGATION OF THE LANDS ABOVE.

THE DIRECTOR MAINTAINS JURISDICTION OF THIS TRANSFER UP TO FIVE (5) YEARS FOR THE PURPOSE OF DETERMINING POTENTIAL INJURY TO EXISTING RIGHTS, BOTH JUNIOR AND SENIOR, IN THE VICINITY OF THE TRANSFERRED POINT OF DIVERSION.

FAILURE OF THE RIGHT HOLDER TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO RESCIND APPROVAL OF THE TRANSFER.

APPROVAL OF THIS TRANSFER DOES NOT PRECLUDE THE OPPORTUNITY FOR REVIEW OF THE VALIDITY OF THE WATER RIGHT(S) IN THE ONGOING SNAKE RIVER BASIN ADJUDICATION.

THE DIRECTOR RETAINS JURISDICTION OF THIS RIGHT TO REQUIRE STREAMFLOW AUGMENTATION OR OTHER ACTION DETERMINED TO BE APPROPRIATE TO PROTECT PRIOR SURFACE WATER OR GROUND WATER RIGHTS. SUCH STREAM FLOW AUGMENTATION OR OTHER ACTION WILL BE REQUIRED ONLY UPON A DETERMINATION OF NEED AND APPLICABILITY BY THE DIRECTOR.

THE TOTAL INSTANTANEOUS DIVERSION OF WATER FROM ALL POINTS OF DIVERSION UNDER TRANSFER 5395 SHALL NOT EXCEED 0.20 CFS, NOR A TOTAL COMBINED ANNUAL VOLUME OF 79.2 AF.

THIS CLAIM IS A PORTION OF TRANSFER 5395 APPROVED 7/1/99.

15. Basis of Claim: License

RECEIVED

JUL - 2 1999

Department of Water Resources

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.

RECEIVED

JUL 09 1999

WATER RESOURCES
WESTERN REGION1. Water Right No(s): 63-09103 BAdjudication Claim No(s): A63-09103 PART

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former
Owner/Claimant
WATER RIGHT OWNERLISA K GRAY
16975 STAR RD Nampa ID 8387

4. New Owner/Claimant(s)

PATRICK ANDER JOY HARRISName Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

5702 HOLLYHORN DRIVE

City, State and ZIP Code

BOISE, ID 83709

New Telephone Number

(208) 562-1226

5. Date you acquired the property

6/30/99

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 5 Number and type of stock _____Diversion rate in CFS .05 Number of homes _____ Other uses _____

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

7. Signature of New Owner
or Claimant(s)Patrick W. HarrisDate 7-2-99

Date _____

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

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

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

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

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

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

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

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

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

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

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

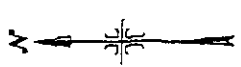
AMENDED PLAT OF

CALDERON ESTATES SUBDIVISION

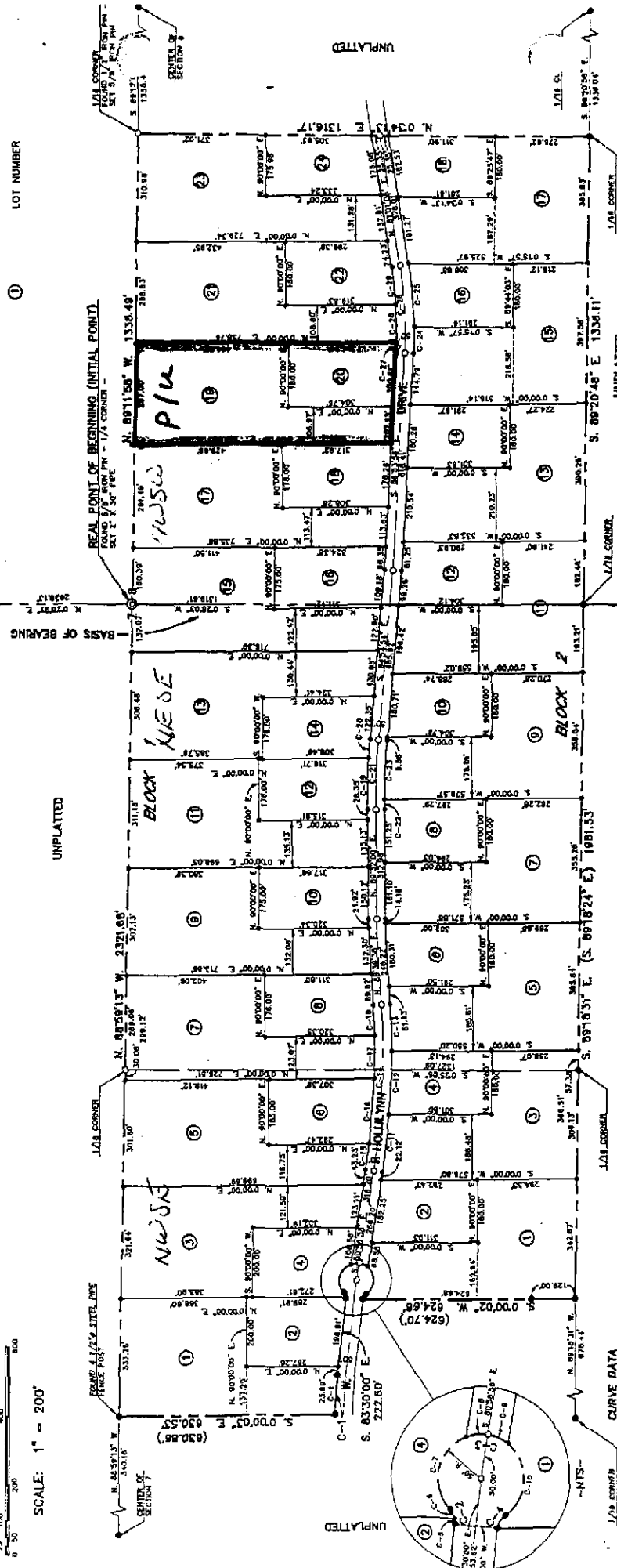
A PORTION OF THE N 1/2 SE 1/4, SECTION 7, AND THE NW 1/4 SW 1/4, SECTION 8, T.2N., R.2E., B.M., ADA COUNTY, IDAHO 1991

HUBBLE ENGINEERING, INC.
BOISE, IDAHO

- LEGEND
- FOUND 5/8" IRON PIN
 - SET 5/8" X 30" IRON PIN
 - SET 1/2" X 24" IRON PIN
 - DATA OF RECORD (S. 89°18'24"E)
 - PROPERTY BOUNDARY LINE
 - RIGHT-OF-WAY LINE
 - LOT LINE
 - CENTERLINE
 - LOT NUMBER



SCALE: 1" = 200'



Curve	Radius	Delta	Angle	Chord	Chord Bearing
C-1	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-2	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-3	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-4	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-5	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-6	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-7	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-8	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-9	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-10	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-11	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-12	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-13	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-14	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-15	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-16	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-17	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-18	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-19	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-20	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-21	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-22	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-23	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-24	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-25	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-26	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-27	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-28	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-29	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-30	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-31	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-32	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-33	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-34	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-35	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-36	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-37	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-38	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-39	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-40	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-41	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-42	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-43	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-44	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-45	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-46	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-47	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-48	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-49	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.
C-50	100.00'	180.00°	180.00°	200.00'	S. 00°00'00" E.

- NOTES:
- 1) ALL BUILDING LOTS SHALL CONFORM TO THE INTERNATIONAL STANDARD IN APPLICABLE ZONING REGULATIONS OF ADA COUNTY.
 - 2) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT.
 - 3) THIS SUBDIVISION IS SUBJECT TO CHARTERED, DRAINAGE, AND IRRIGATION EASEMENTS.
 - 4) 31'-300'S CONCERNING IRRIGATION WATER.
 - 5) 31'-300'S CONCERNING IRRIGATION WATER.
 - 6) 31'-300'S CONCERNING IRRIGATION WATER.
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B7

Safetrans File No.: 163597

Customer File No.: 2601

WARRANTY DEED

For Value Received

Susan M. Duffy and Gregory S. Duffy, wife and husband

The grantor , do hereby grant, bargain, sell and convey unto

Patrick W. and Joy L. Harris, Husband and Wife
the grantee s , whose current address is5702 W. Hollilynn Drive Boise, Idaho 83709
the following described premises, in Ada County, Idaho, to-wit:LOTS 19 AND 20 IN BLOCK 1 OF AMENDED PLAT OF CALDERON ESTATES SUBDIVISION, ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED IN BOOK 59 OF PLATS AT PAGES 5651 AND 5652, OFFICIAL RECORDS OF ADA
COUNTY, IDAHO.TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s ,
heirs and assigns forever. And the said Grantor s do hereby covenant to and with
the said Grantees , that they the owner s in fee simple of said premises; that they are free from all
incumbrances

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

Dated: June 30, 1999

Susan M. Duffy
Susan M. DuffyGregory S. Duffy
Gregory S. Duffy

PA STATE OF IDAHO, COUNTY OF Allegany On this 30th day of June, 1999, before me, a notary public in and for the said State, personally appeared Susan M. Duffy and Gregory S. Duffy, wife and husband known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that executed the same. <u>Barbara Kennedy</u> Notary Public Residing at Commission Expires	PA STATE OF IDAHO, COUNTY OF Allegany 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 RECORDED - REQUEST OF ADA COUNTY RECORDER J. DAVID NAVARRO 1999 JUL -11 PM 4:28 AMERICAN LAND TITLE 80066194 FEE 3- DEPUTY X Ex-Officio Recorder By _____ Deputy. Fees \$ Mail to:
--	--

INSTRUMENT No.

attn: Denise

1081

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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on June 30, 1999

The grantor is **PATRICK W HARRIS and JOY L HARRIS, husband and wife**

The trustee is **American Land Title Company**

("Borrower").
("Trustee").

The beneficiary is **First Security Bank, N.A.**
which is organized and existing under the laws of **The United States of America**
, and whose address is **P.O. Box 7069**
Boise, ID 83730-9988 ("Lender").

Borrower owes Lender the principal sum of **Two Hundred Ninety-Two Thousand and No/100 -----**
-----Dollars (U.S. \$ 292,000.00). This debt is evidenced by Borrower's
note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the
full debt, if not paid earlier, due and payable on **July 1, 2029**. This
Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described
property located in **ADA** County, Idaho:

**LOTS 19 AND 20 IN BLOCK 1 OF CALDERON ESTATES SUBDIVISION, ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED IN BOOK 59 OF PLATS AT PAGE(S) 5651-5652 OFFICIAL
RECORDS OF ADA COUNTY, IDAHO.**

which has the address of **5702 W HOLLILYNN DR**
BOISE, Idaho **83709** ("Property Address");
(City) (Street) (Zip Code)

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

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

Initial <i>JL</i>	Initial <i>PWH</i>
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0007483472

IDAHO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3013 2/99 (page 1 of 6 pages)

DOTID1

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. sec. 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the

insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to

Initial <i>[Signature]</i>	Initial <i>[Signature]</i>
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maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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

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

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

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Patrick W. Harris (Seal)
PATRICK W HARRIS -Borrower

Joy L. Harris (Seal)
JOY L HARRIS -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF IDAHO, _____ County ss: _____
On this _____ day of _____, before me,
_____, a Notary Public in and for said county and state,
personally appeared **PATRICK W HARRIS and JOY L HARRIS**

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that 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.

My commission expires: _____

Notary Public residing at: _____

REQUEST FOR RECONVEYANCE
To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-9103B

WATER RIGHT NUMBER: 63-9103B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PATRICK HARRIS 5702 HOLLILYNN DR BOISE, ID 83709 (208)562-1226
Original Owner	LEONARD K HAYDEN RT 5 BOX 173A CALDWELL, ID 83605
Current Owner	JOY HARRIS 5702 HOLLILYNN DR BOISE, ID 83709 (208)562-1226

Priority Date: 03/31/1977

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	3/15 to 11/15	0.050 CFS	22.50 AF
	<u>Total Diversion:</u>	0.050 CFS	22.50 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4SW1/4	Sec. 8, Twp 02N, Rge 02E, 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	
02N	02E	8									5.0								5.0

Total Acres: 5

Conditions of Approval:

- 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
- 11E The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.
- R65 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-9103B

4. T02 The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.
5. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
6. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
7. T09 Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

Remarks:

1. General The total instantaneous diversion of water from all points of diversion under Transfer 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.
The place of use under Right 63-09103B is also known as Lots 19 and 20, Block 1, Calderon Estates Subdivision.

Comments:

1. PSKAGGS 7/1/1999 TRANSFER 5395

Comment: Transfer 5395 changes the point of diversion, place nature & season of use under portions of Right 63-09103, splitting the right into four parts (A, B, C & D).

Dates and Other Information:

Licensed Date: 10/13/1982
 Decreed Date:
 Water Supply Bank Enrollment Accepted:
 Water Supply Bank Enrollment Removed:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Formal Action Date:
 State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant:
 Decree Plaintiff:
 Civil Case Number:
 Judicial District:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Western

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5395
WATER RIGHT NO(S). 63-09103B/63-09103C/63-09103D

RECEIVED

JUL 07 1999

WATER RESOURCES
WESTERN REGION

This is to certify that: **LISA K GRAY**
16975 STAR RD
NAMPA ID 83687

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 63-09103B :			
IRRIGATION	03/15 to 11/15	0.05 CFS	22.5 AF
Priority: 03/31/1977			
Right No. 63-09103C :			
IRRIGATION	03/15 to 11/15	0.05 CFS	22.5 AF
Priority: 03/31/1977			
Right No. 63-09103D :			
STOCKWATER	01/01 to 12/31	0.10 CFS	26.8 AF
COMMERCIAL	01/01 to 12/31	0.10 CFS	7.4 AF
Priority: 03/31/1977			
	SUBTOTAL:	* 0.10 CFS	* 34.2 AF
	TOTAL:	** 0.20 CFS	** 79.2 AF

SOURCE
GROUNDWATER

LOCATION OF POINT(S) OF DIVERSION:

Right No. 63-09103B :
NWSW , Sec. 8, Township 02N, Range 02E
ADA County

Right No. 63-09103C :
NWNW , Sec. 31, Township 05N, Range 01E
ADA County

Right No. 63-09103D :
SESW , Sec. 19, Township 02N, Range 01W
CANYON County

TRANSFER NO. 5395
WATER RIGHT NO(S). 63-09103B/63-09103C/63-09103D

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
--------------------	--------------	--------------	--------------	--------------

Right No. 63-09103B :

02N 02E 8	NWSW 5			5
Total number of acres irrigated:				5

Right No. 63-09103C :

05N 01E 31	NWNW 2			2
01W 36	NENE 3			3
Total number of acres irrigated:				5

PLACE OF USE: STOCKWATER & COMMERCIAL

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
--------------------	--------------	--------------	--------------	--------------

Right No. 63-09103D :

02N 01W 19	NESW	SESW		
------------	------	------	--	--

CONDITIONS OF APPROVAL AND REMARKS

1. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

2. The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

3. The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.

4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

5. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

7. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

8. The total instantaneous diversion of water from all points of diversion under Transfer 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.

APP 04/1 ✓

APP 10/2 ✓

APP

APP 12/1 ✓

APP 10/1 ✓

APP 10/1 ✓

WBY 8. Quantity

transfer #5395

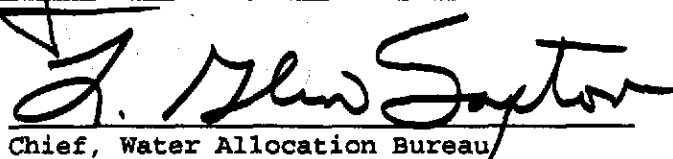
#5395

TRANSFER NO. 5395
WATER RIGHT NO(S). 63-09103B/63-09103C/63-09103D

CONDITIONS OF APPROVAL AND REMARKS

- * 9. The total instantaneous diversion of water from all points of diversion under Right 63-09103D shall not exceed 0.10 cfs, nor a total combined annual volume of 34.2 af.
- 10. Prior to diversion of water under Right 63-09103D, the right holder shall provide a means of measurement acceptable to the Department from all authorized points of diversion which will allow determination of the total rate of diversion.
- 11. Two points of diversion are located within SESW, S19, T02N, R01W.
- 12. The water used for commercial purposes under this approval is applied to and irrigates land listed in the place of use to satisfy water quality requirements. Water shall not irrigate growing plants unless the water is first beneficially used in the dairy as authorized by Right 63-09103D.
- 13. Use of water under Right 63-09103D shall comply with applicable water quality standards of the Division of Environmental Quality of the Idaho Department of Health and Welfare.
- 14. The dairy operation authorized under Right 63-09103D shall comply with applicable county zoning and use ordinances.
- 15. The place of use under Right 63-09103B is also known as Lots 19 and 20, Block 1, Calderon Estates Subdivision.
- 16. The place of use under Right 63-09103C is also known as Lot 5, Block 3, Heather Haven Estates.

Dated this 1st day of July, 1999.


Chief, Water Allocation Bureau

MEMORANDUM

TO: File 63-09103

FROM: Pam Skaggs/State Office

SUBJECT: Transfer 5395

DATE: July 1, 1999

Transfer 5395 changes the point of diversion, place, nature and season of use under portions of Right 63-09103. The applicant is selling portions of this right to separate users and locations; two parts are for irrigation use and one part is changes irrigation use to commercial and stockwater to provide additional water at an existing dairy.

Staff raised concerns and conditions were recommended to negate any impacts at the new locations including maintaining jurisdiction to determine potential injury and possible mitigation for impacting either prior surface or groundwater rights. Season of use was adjusted to year round for the new dairy uses and the transferred amount limited to the consumptive use associated with the 10 irrigated acres removed from production.

Other recommended conditions include drilling permit requirements, multiple points of diversion/measuring devices, land application, water quality, county zoning, irrigation overlap and standard transfer conditions.

Change in Nature of Use Evaluation

	<u>Rate</u>	<u>Use</u>	<u>Acres</u>	<u>Div. Vol./C.U. Vol.</u>
63-09103	1.86 cfs	IRR	175.0 acres	787.5 afa/612.5 afa
Part A	1.66 "	"	155.0 "	697.5 afa/542.5 afa
Part B	0.05 "	"	5.0 "	22.5 afa/ 17.5 afa
Part C	0.05 "	"	5.0 "	22.5 afa/ 17.5 afa
Part D	0.10 STOCK/COMM 1.86 cfs IRR/STOCK/COMM	(10.0 ")	34.2 afa/ 34.2 afa 165.0 acres	776.7 afa/611.7 afa

[B
DATE: 2/4/1999
FR: lg
TO: X-fer File 63-09103
RE: Review

MEMO

TRANSFER ATTACHMENTS

- A. Diversion descriptions for each proposal
- B. Maps of new p/u
- C. Ownership documentation
- D. Irrigation proof for acres being transferred
- E. Dairy worksheets
- F. SRBA claim

DESCRIPTION

This transfer is a combination of 4 small transfers.

Ten acres are being transferred for irrigation use for two separate properties:

- Duffy (GD) - 5 acres
- Asche (RA) - 5 acres

Each will divert from individual existing wells (1 ea) for irrigation of their subdivision lots. No other rights are used for irrigation.

Change in nature of use on ¹⁰22 acres from irrigation to commercial for two separate dairies is also proposed for transfer:

- Choutchourrou (BC) - ~~11.7~~ acres consumptive use
- Boshma (SB) - 9.8 acres consumptive use

Both dairies exist and are operating. No new wells are proposed.

* N/A - Choutchourrou has previously filed transfer 5285 to cover his current dairy operation. He plans to expand in the near future, which is why he is applying for additional water via this transfer. Once approved, his share of water will be placed in the water bank for future cows.

Boshma has statutory claim 63-04498 for dom/stock use which he did not file in the SRBA. His dairy has outgrown IC 42-111, which is why he is playing "catch-up" with this transfer.

WR VERIFICATION & SRBA

Applicant's father originally owned land being transferred and submitted CFSA documentation supporting irrigation use within the last 5 years. The father filed an SRBA claim on his remaining portion of the license only. The acres being transferred have not been claimed in the SRBA. Sheryl Chapman stated that a claim will be filed. *

RECOMMENDATIONS

One issue that may be worth pondering is the fact that the license is located in Payette county while the dairies are located in Canyon county and the subdivision acreages are located in Ada county.

* Amended claim filed 2/23/99, covers all licensed acres.
-FR

XFER 63-09103

pg 2

This transfer should not be forwarded to the SO until an SRBA claim has been received for applicant's acres. Received 2/23/99

A change of ownership should be required for each separate split if this transfer is approved.

* Chautauquon purchased a portion of the acres licensed by this same water right and will be filing a separate transfer in their name.

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5395

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant LISA K. GRAY Phone 465-1604
Post Office address 16975 STAR RD NAMPA ID 83687

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
☒ Change nature of use ☒ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes A portion of water under this license is to be transferred to others

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

	Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
GD	63-09103A	3/31/77	.05/22.5	Irrig	3/15 to 11/15
RA	B		.05/22.5	Irrig	3/15 to 11/15
BC	C		.12/8.3	COMM	1/1 to 12/31
			.12/32.9	STOCKWTR	
SB	D		.10/7.4	COMM	1/1 to 12/31
			.10/26.3	STOCKWTR	

2. Total amount of water being transferred 32.20 cubic feet per second and/or 120.2 acre-feet per annum.

3. Source of water Ground water tributary to _____

4. Point(s) of Diversion:

	Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
A			NW	SW	8	2N	2E	ADA	Duffy (GD)
B	5		NW	NW	31	5N	1E	ADA	Asche (RA)
C			SW	SW	19	6N	3W	CANYON	Chautauque (BC)
D			SE	SW	19	2N	1W	CANYON	Boschma (SB)

5. Lands irrigated or place of use:

	Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
				NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
GD	2N	2E	8									5								5
RA	5N	1E	31					2												2
	5N	1W	36	3																3
BC	6N	3W	19									C/S								
	6N	3W	30					C	C											
SB	2N	1W	19									C/S		C/S						

PART 1

6. General Information:

a. Description of diversion system See Attachment A

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

No longer irrigated

d. Remarks:

Water from lands owned by Lisa Gray will be dried up and the water redistributed to other owners in an effort to maximize the efficient use of this water.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

pg 3 of 6

WR0749NP
No. 63-09103

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 12/09/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LEONARD K. HAYDEN RT. 5 BOX 173A CALDWELL ID 83605	03/31/1977	IRRIGATION	03/15 11/15	1.860 CFS	787.50 AFA
TOTAL DIVERSION:					1.860 CFS	787.50 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T06N R04W S14 NENE PAYETTE County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE																
T	R	S		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
06N	04W	11	:																									
06N	04W	12	:																									
06N	04W	13	:																									
06N	04W	14	:	15				39				39																
																								TOTAL ACRES	175.0			

Pou County: PAYETTE

Dates:	App. Received:	Priority Date:	03/31/1977
	Proof Due Date:	Proof Made Date:	01/01/1900
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		10/13/1982

Misc: Water District Number: Field Exam Fee:

Audit: 05/06/85 05/01/88 CONVERT

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

N

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED20/79.2 (If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 32/120.2 for Irrig purposes from 3/15 to 11/15
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion: N/A

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6N	4W	12											10	10					20
		13												10					10

Total acres 32 20**C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)**

1. amount 1.54/667.3 for Irrig purposes from 3/15 to 11/15
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion: N/C

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6N	4W	11																25	25
		12											9	10					19
		13							6										6
		14	15		39	39													43

Total acres 143 145

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

SEE ATTACHMENT "B"

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
~~(8A)~~	(A) Commercial (dairy)	<u>33.12</u>	<u>365</u>	<u>1/1</u> to <u>12/31</u>
(5B)	(B) Stock Water/Commercial (dairy)	<u>44.10</u>	<u>365</u>	<u>1/1</u> to <u>12/31</u>

2. Quantity and quality of return flows and location of discharge:

(A) Waste will be land applied.

(B) Waste will be land applied.

3. Describe effects on other water uses resulting from the proposed change:

No negative effects. The land from which the water is to be transferred will no longer be irrigated. See Attachment "D"

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Leonard K. Haysler
(Signature of Applicant)

Subscribed and sworn to before me this 31st day of July, 1998.

Julie S. Reese
(Notary Public)

My commission expires 8-14-2002

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 6 attachments

Received by Kh Date 9/11/98 Protest filed by _____

Prelim. check by ig Fee 100.00

Receipted by Kh Date 9/11/98 WO 24388

Published in Ed. Stateman Press Trib + Ind Enterprise - 2/19 + 24-99 Copies of protest forwarded by _____

Pub. dates 3-4 + 11-1999 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

ATTACHMENT "A"
DIVERSION SYSTEM DESCRIPTION

1. ~~Choutchourrou~~ - Water to be utilized for the Choutchourrou (BC) portion of this transfer application will be diverted through a drilled well equipped with a submersible turbine pump and piped to a dairy barn and stock water tanks for the stock water portion of the right. Piping in the dairy barn will be used for distribution of water and wash facilities for use in the normal dairy operation. Waste water will be conveyed to lagoon sites already in existence and if necessary from time to time the waste will be land applied to property owned in the W/2 NW/4 of Section 30.
2. **Boschma** - The Boschma (SB) portion of this application will be used for an existing dairy operation located in Canyon County. The water will be diverted from two wells located in the SE/4 SW/4, Section 19, T2N, R1W for supplementation of an existing dairy operation. Water will be pumped from two drilled wells equipped with submersible turbine pumps for distribution through the dairy barns to stock water tanks and to wash facilities. Wastewater will be land applied within the 80 acre tract described on the application.
3. **Duffy** - Water described for the Duffy (GD) portion of this application will be diverted from a drilled well equipped with a submersible turbine pump and distributed for irrigation of five (5) acres using a sprinkler system method of application.
4. **Asche** - Water diverted for the Ron Asche (RA) portion of this application will be diverted through a drilled well equipped with a submersible turbine pump and distributed for irrigation using a sprinkler system.

MEMORANDUM

TO: File No. 63-09103 (Transfer No. 5395 in the Name of Lisa Gray)

FROM: Gary Spackman *Gary*

RE: Review and Recommended Conditions of Approval

DATE: June 28, 1999

Application for transfer no. 5395 proposes a single transfer of water rights owned by Lisa Gray to four separate locations, two for dairy use, and two for irrigation of small parcels of property. The point of diversion and place of use from which the water is proposed to be moved is located in the far northwest boundaries of basin 63 in Payette County in the Sand Hollow area. The Duffy point of diversion and place of use for irrigation of five acres is located in Ada County, south of Boise. The point of diversion and place of use for the Asche portion is located northwest of Eagle. The point of diversion and place of use for the Boschma portion for a dairy is located in Canyon County, south of Nampa. Finally, the application for transfer identified the point of diversion for the Choutchourrou point of diversion in T02N, R03W, Sec. 19 (south of Lake Lowell), but described the place of use in T06N, R03W, Sections 19 and 30, which is located in the Sand Hollow area.

After reviewing the application, I identified three potential issues:

1. The distance between the existing point of diversion and the proposed points of diversion concerns me. All of the points of diversion will be moved hydrologically upstream in the basin. Nonetheless, I have no reason recommend denial because of distance other than some specific examples in the next two issues.
2. The Asche point of diversion and place of use is located approximately one mile inside a general boundary where surface water is tributary to the Boise River above Star Bridge. A transfer of water from the Sand Hollow area upstream to an area where water is tributary to the Boise River would cause injury to surface water users if the shallow surface water is not cased out. I asked Sherl Chapman to examine the construction of the well and determine whether the shallow surface water was cased and sealed out. Sherl consulted the well driller's report, a copy of which is in the file. He argued that three clay layers described in the lithologic log would prevent migration of water from the shallow aquifers to the well screens. He admitted that the drive shoe was not seated in the clay, but argued that the clay may have collapsed around the casing. He also stated that the static water level was at 75 feet even though the production zone was located between 147 and 160 feet. I argued in response that there was no proof that the annular space

between the well casing and the bore hole was not open, and that the first water encountered was at approximately 80 feet, which is about the same water level as the static water level measured. Nonetheless, we have not published the rough draft maps identifying the area tributary to the Boise River above Star Bridge, and are uncertain as to its boundaries. As a result, I recommend approval of the Asche portion of the application for transfer.

3. The point of diversion identified for the Choutchourra portion is located within the Dry Lake area where water levels have declined. After discussing this issue at length with Sherl Chapman, he finally discovered that the point of diversion description in the application was incorrect, and, furthermore, and that the legal notice for the application was also published incorrectly. In further discussions with IDWR staff and Choutchourra, Sherl discovered that Choutchourra did not need this water, and the Choutchourra portion of the application for transfer was deleted.

I recommend that the Duffy, Asche, and Boschma portions of the application for transfer be approved with standard application for transfer conditions.

As a footnote, I have told staff that we should not accept applications for transfer that describe multiple systems because of independent issues raised by each independent system.

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: **A63-09103**
Date Received: 2/ 5/1996
Receipt No: C034725
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: LEONARD K HAYDEN 208-465-1604
Address: 16975 STAR RD
NAMPA ID 83687

2. Date of Priority: MAR 31, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	04W	14		NE	NE		PAYETTE

5. Description of diverting works:
WELL, 200 HP PUMP, WHEELINES AND HANDLINES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.860		787.50

7. Total Quantity Appropriated is:
1.860 C.F.S. (and/or) 787.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	04W	11	SE	SE		IRR	25.0
						Section Acres	25.0
		12	NW	SW		IRR	9.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	04W	12	SW	SW		IRR	31.0
			SE	SW		IRR	10.0
					Section Acres		50.0
		13	NE	NW		IRR	1.0
			SW	NW		IRR	6.0
					Section Acres		7.0
		14	NE	NE		IRR	15.0
			SW	NE		IRR	39.0
			SE	NE		IRR	39.0
					Section Acres		93.0
					Total Acres		175.0

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

A PORTION OF THE LAND UNDER THE ORIGINAL LICENSE WAS SOLD WITHOUT WATER, LEAVING THE 102.0 ACRES CLAIMED.

15. Basis of Claim: LICENSE

C -

RECEIVED

FEB 23 1999

Form No. 42-1409 (2) a 1/88

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

WATER RESOURCES
WESTERN REGION

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 ALB-09103
Date Received 2/23/99
Receipt Number W0024825 RB

Should questions arise during
the processing of this applica-
tion please contact:

SHERI L. CHAPMAN
410 S. Orchard, Suite 144
Boise, ID 83705
344-6690

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

Please type or print clearly

1. Name of Claimant (s) Leonard Hayden Phone (208) 465-1604

Mailing Address 16975 Star Road, Nampa, ID Zip 83687

2. Date of Priority (Only one (1) per claim) 3-31-77

3. Source of water supply (a) Groundwater
which is tributary to (b) N/A

4. a. Location of existing point of diversion is: Township 6N Range 4W Section 14,
1/4 of NE 1/4 of NE 1/4, Govt. Lot, B.M., County of Payette

Additional points of diversion if any: None

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

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. Drilled well, vertical turbine pump, main lines,
sprinklers.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3/15 to 11/15 amount 1.86 or 787.50

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.86 (cfs) and/or (b) 787.50 (acre feet)

8. Total consumptive use claimed is N/A acre feet per annum.

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

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	
6N	4W	11																25	25
6N	4W	12										9	31	10					50
6N	4W	13					1		6										7
6N	4W	14	15		39	39													93

Total number of acres irrigated 175

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

12. Do you own the property listed above as place of use? Yes XXX 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 (XX)

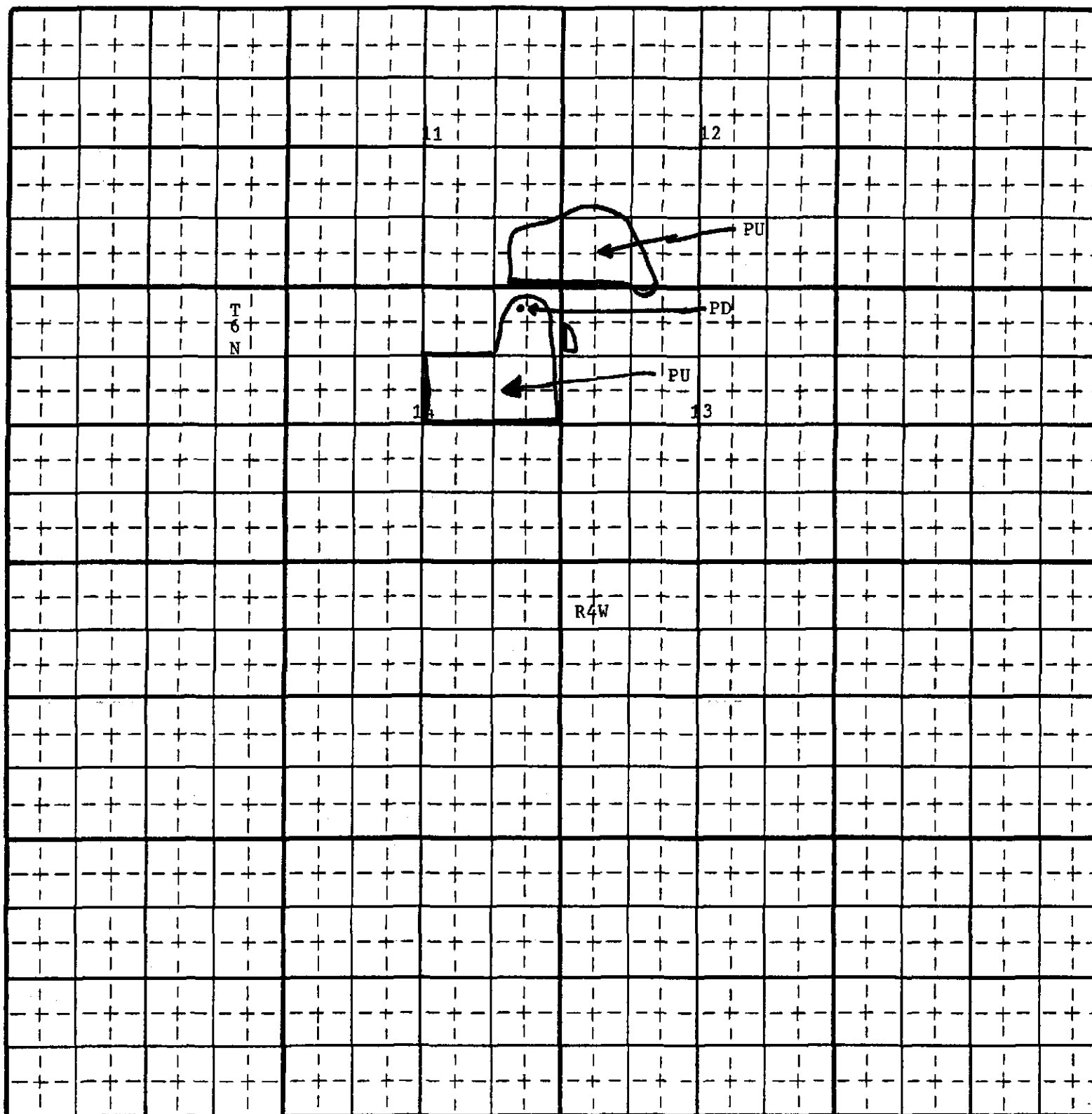
14. Remarks:

Last Name Hayden Ident No. _____

Copies: White -State, Yellow-Claimant

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

Scale: 2 inches equals 1 mile



15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License XXX Permit _____
Decree _____
If applicable provide IDWR Water Right Number 63-09103
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) Sherman X. Hayden

Date 2-19-99

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 _____)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this _____ day of February 19 99

Notary Public Sher L. Chapman

Residing at Meridian Idaho

My Commission Expires 6-14-2000

Please Print Name Sher L. Chapman

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 Hayden Ident. Number _____

Copies White-State, Yellow-Claimant

04/13/2005

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

RIGHT NUMBER: 63-9103B

NAME AND ADDRESS: PATRICK HARRIS
5702 HOLLILYNN DR
BOISE ID 83709

JOY HARRIS
5702 HOLLILYNN DR
BOISE ID 83709

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.050 CFS
22.500 AFY

The total instantaneous diversion of water from all points of diversion under Transfer No. 5395 shall not exceed .20 cfs, nor a total combined annual volume of 79.2 af.

PRIORITY DATE: 03/31/1977

POINT OF DIVERSION:

T02N R02E S8 NWSW Within ADA County

The Director maintains jurisdiction of Transfer No. 5395 up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.050 CFS 22.50 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE <MARCH 151 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: IRRIGATION Within ADA County

T02N R02E S08 NWSW 5.0

5 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

04/13/2005

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

The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.

PARCEL NO. R1241271005.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

PROPERTY IS ALSO KNOWN AS LOTS 19 AND 20, BLK I, CALDERON ESTATES SUBDIVISION.

The right holder shall accomplish the change authorized by Transfer No. 5395 within one year of the date of the transfer approval.

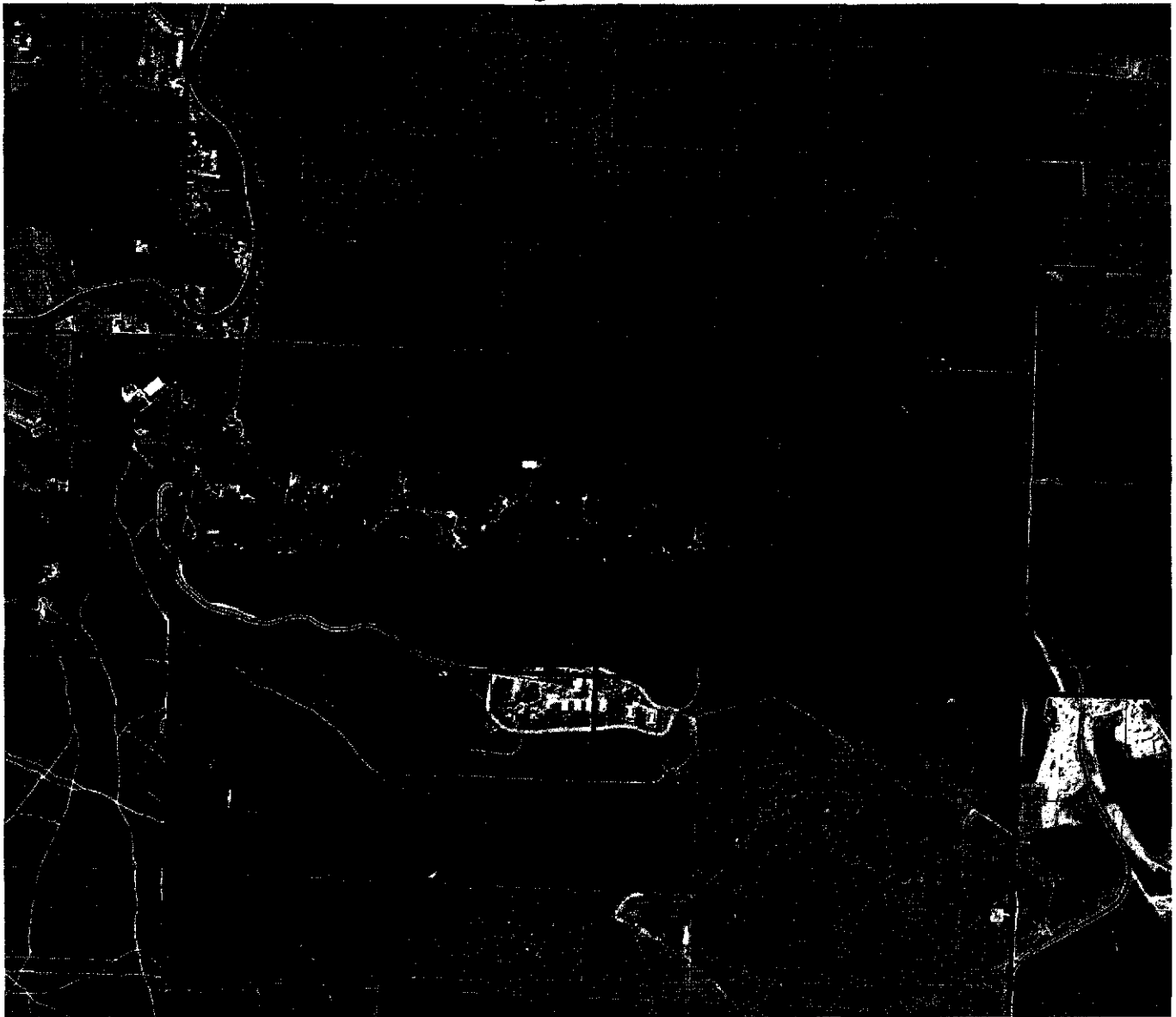
Failure of the right holder to comply with the conditions of Transfer No. 5395 is cause for the Director to rescind approval of the transfer.

This right when combined with all other rights shall provide no more than 0.02 cfs nor more than 4.5 afa at the field headgate for irrigation of the land described above.

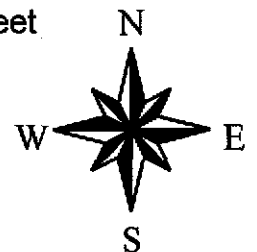


State of Idaho
Idaho Department of Water Resources
Western Region

T2N R2ESECTION 8
Water Right (s): 63-9103B



1320 0 1320 2640 3960 5280 6600 7920 Feet



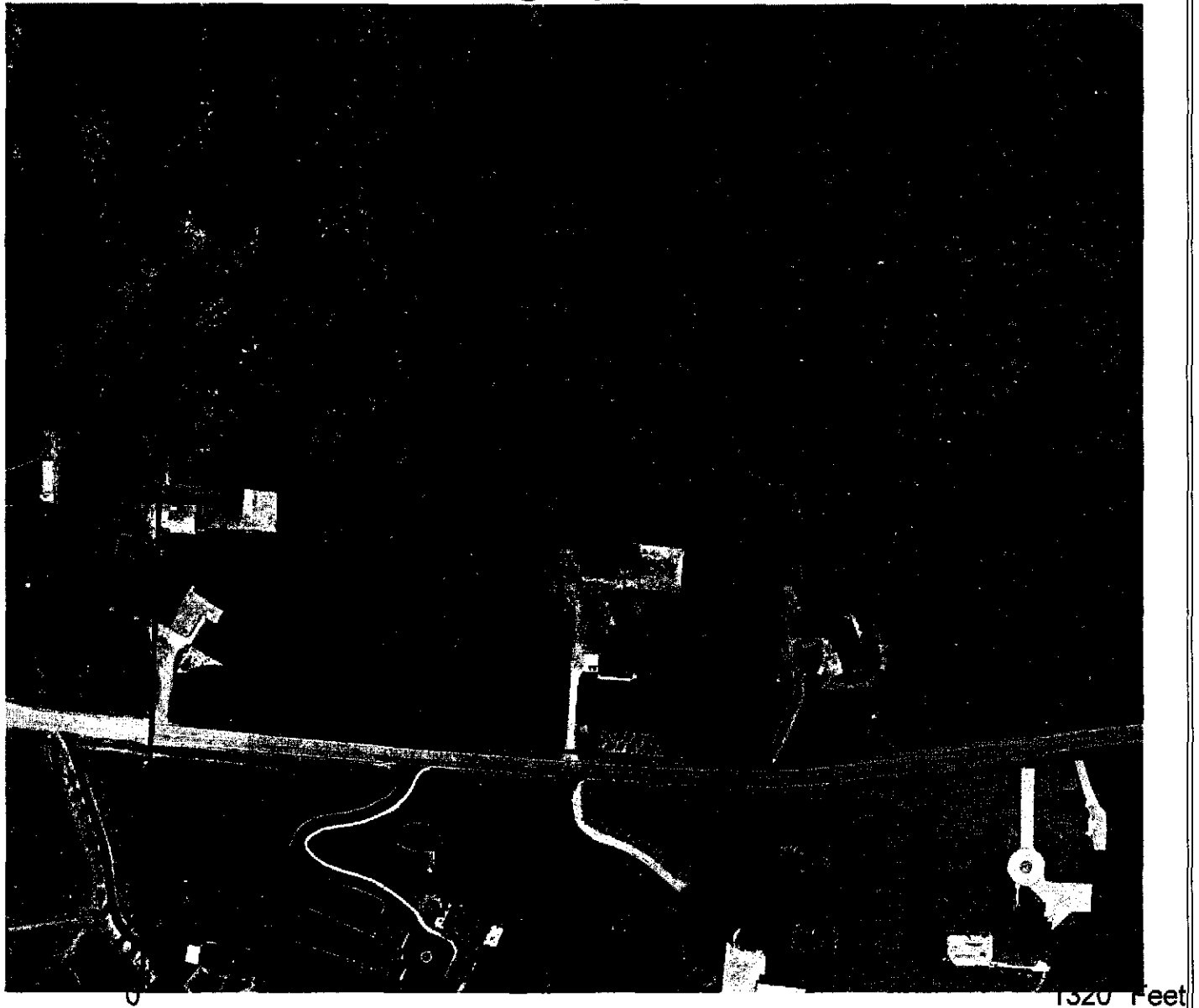
- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines

GIS Place of Use Illustration
2000 Aerial Photography
Prepared By: Vicky Music
Date: April 2005



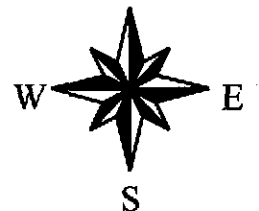
State of Idaho
Idaho Department of Water Resources
Western Region

T2N R2ESECTION 8
Water Right (s): 63-9103B



1320 Feet

lot is 4.9 acres. transferred 5 licensed
acres in 1999. most of lot not irrigated.
location of well unknown



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

GIS Place of Use Illustration
2003 AERIAL Photography
Prepared By: Vicky Music
Date: April 2005

desktop REVIEW/LLM

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT

63-9103B

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

NA

CLAIMANT INFORMATION – verify contact information is complete

Claim No(s) 63-9103B

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

lie. POD in NW 1/4 NE 1/4. The BLM added this POD.

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

location of well unknown- estimated.

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

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

Description of diverting works

unknown

OVERLAP REVIEW

Other 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:

NA

WATER USES

☒ No change

☐ Different Uses

Use *IRV* From *3/15* To *11/15* Amount *05* CFS *22.5* AFA
 Use _____ From _____ To _____ Amount _____ CFS _____ AFA
 Use _____ From _____ To _____ Amount _____ CFS _____ AFA

need shoulder warning

TOTAL VOLUME – Groundwater only

11/15/10

- ☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA
- ☐ Changes found, the new total is, Amount _____ CFS _____ AFA
- ☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)

NON-IRRIGATION USES:

☐ No change

☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

NA

PLACE OF USE:

☒ No Change

☐ Changes shown below:

per dx 5305

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	

Overlap with other water rights: none

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

no

Delivery System Narrative:

unknown - no information in transfer

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

FLOW MEASUREMENTS:

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

Parcel # R 1241271005
aka Let's take 20, Bk 1, Carbon Bluffs Sub
GO4 ✓ GO4 NARRATIVE re 3/1
transfer conditions

Comments: 5 acres transferred in 1999.
2 acres irrigated small stream - no for future
in GDBA per following.

AFTER EXAM THE FILE SHOULD CONTAIN:

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

DATE EXAM CONDUCTED:

3/13/05

FIELD EXAMINER:

Wick Linn

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-9103B V1

WATER RIGHT NUMBER: 63-9103B V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JERRY L WILSON 19263 BIRCHWOOD DR CALDWELL, ID 83607 (208)454-9919
Original Owner	PAMELA A WILSON 19263 BIRCHWOOD DR CALDWELL, ID 83607 (208)454-9919
Current Owner	PATRICK HARRIS 5702 HOLLILYNN DR BOISE, ID 83709 (208)562-1226
Current Owner	JOY HARRIS 5702 HOLLILYNN DR BOISE, ID 83709 (208)562-1226
Original Owner	LEONARD K HAYDEN 16975 STAR RD NAMPA, ID 83687 (208)465-1604

Priority Date: 03/31/1977

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	03/15 to 11/15	0.050 CFS	22.50 AF
	<u>Total Diversion:</u>	0.050 CFS	22.50 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4SW1/4	Sec. 8,	Twp 02N,	Rge 02E, 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	
02N	02E	8											5.0						5.0

Total Acres: 5

IDAHO DEPARTMENT OF WATER RESOURCES
 Adjudication Recommendation Report 63-9103B V1

Conditions of Approval:

1. WB4 The total instantaneous diversion of water from all points of diversion under Transfer No. 5395 shall not exceed .20 cfs, nor a total combined annual volume of 79.2 af.
2. 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.
3. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
4. The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.
5. T02 The Director maintains jurisdiction of Transfer NO. 5395 up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.
6. T07 The right holder shall accomplish the change authorized by Transfer No. 5395 within one year of the date of the transfer approval.
7. S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE <MARCH 151 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.
8. PARCEL NO. R1241271005.
9. X31 This right when combined with all other rights shall provide no more than 0.02 cfs nor more than 4.5 afa at the field headgate for irrigation of the land described above.
10. J01 PROPERTY IS ALSO KNOWN AS LOTS 19 AND 20, BLK I, CALDERON ESTATES SUBDIVISION.
11. T08 Failure of the right holder to comply with the conditions of Transfer No. 5395 is cause for the Director to rescind approval of the transfer.

Remarks:

Comments:

1. vmusic 4/13/2005 ACRES

Comment: 5 ACRES IRRIGATION WERE TRANSFERRED PER TRX 5395 IN 1999 FOR .05 CFS. LESS THAT 2 ACRES HAVE BEEN IRRIGATED SINCE TRANSFERRED. CANNOT RECOMMEND FORFEITURE IN SRBA PER TOLLING. WILL RECOMMEND PER TRANSFER 5395

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-9103B V1

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: 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>
Summary			03/29/2005	lharris	Active
Contacts	4/13/2005 12:53:39 PM	vmusic			Active
Priority Date	4/13/2005 12:54:00 PM	vmusic			Active
POD	4/13/2005 12:54:21 PM	vmusic			Active
Source	4/13/2005 12:55:27 PM	vmusic			Active
POU	4/13/2005 12:56:03 PM	vmusic			Active
Use	4/13/2005 12:57:06 PM	vmusic			Active
Season	4/13/2005 12:57:50 PM	vmusic			Active
Quantity	4/13/2005 12:58:43 PM	vmusic			Active
Summary			04/13/2005	vmusic	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POD	4/13/2005 12:54:22 PM	vmusic	(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	4/13/2005 12:55:02 PM	vmusic	Edited point location

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-9103B V1

Source	4/13/2005 12:55:27 PM	vmusic	(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	4/13/2005 12:56:04 PM	vmusic	(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?
Use	4/13/2005 12:57:07 PM	vmusic	(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?
Priority Date	4/13/2005 12:54:00 PM	vmusic	(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?
Season	4/13/2005 12:57:51 PM	vmusic	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (Yes) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? (No) 17. Was the Period of Use shortened by a Transfer to a standard Period of Use that is shorter than the current standard Period of Use? (Yes) 18. Is a Period of Use remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-9103B V1

Quantity	4/13/2005 12:58:44 PM	vmusic	(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? (Yes) 8. Does the parent right have an annual 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 - SEE LICENSING EXAM AND TRANSFER 5395
POU	4/13/2005 12:56:45 PM	vmusic	Edited shape boundary
Summary	4/13/2005 1:36:49 PM	vmusic	(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? (Yes) 5. Does this right have any combined use limits with other rights? (Yes) 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?
Contacts	4/13/2005 12:53:40 PM	vmusic	(No) 1. Do you want to schedule an appointment? Comment for 1: DESKTOP REVIEW
Summary	3/29/2005 12:14:09 PM	lharris	(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?

Water Supply Bank:



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 4, 2005

Joy Harris
5702 Hollilynn Dr.
Boise ID 83709

Re: Notice of Claim to a Water Right No. 63-9103b

Dear Claimant(s):

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

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

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

Sincerely,

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

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

Enclosure

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 63-9103B
Date Received: 2/5/1996
Receipt No: X999999
Received By:

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

1. Name of Claimant(s)

JOY HARRIS Phone: (208)562-1226
5702 HOLLILYNN DR
BOISE ID USA 83709

2. Date of Priority: 03/31/1977

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	02E	8	NW SW	ADA	

5. Description of diverting works:

WELL, 200 HP PUMP, WHEELINES AND HANDLINES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.05	22.5

7. Total Quantity Appropriated is:

0.05 C.F.S. and/or 22.5 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	02E	8	NW	SW	IRRIGATION	5
					Section Acres	5
					Total Acres	5

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 IS ALSO KNOWN AS LOTS 19 & 20, BLK 1, CALDERON ESTATES SUBDIVISION.

The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

THIS CLAIM IS A PORTION OF TRANSFER 5395 APPROVED 7/1/99.

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

The total instantaneous diversion of water from all points of diversion under Transfer 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.

CHANGE IN OWNERSHIP 10/4/05 LG

15. Basis of Claim: License

OK - VLM

05/31/2005

NOTICE OF ERROR
REPLY

RECEIVED

JUL 14 2005

WATER RESOURCES
WESTERN REGION

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: 63-9103B

PATRICK HARRIS
5702 HOLLILYNN DR
BOISE ID 83709
Telephone Number: (208)562-1226

JOY HARRIS
5702 HOLLILYNN DR
BOISE ID 83709
Telephone Number: (208)562-1226

OK - liberty
Plz process

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

All OK except the property has been Quit Claimed
From Patrick Harris to Joy Harris. See enclosed.

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: 7-11-05 SIGNATURE: Joy Harris
Please print your name: Joy Harris
208-386-6037

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

05/31/2005

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

RIGHT NUMBER: 63-9103B

NAME AND ADDRESS: PATRICK HARRIS
5702 HOLLILYNN DR
BOISE ID 83709

JOY HARRIS
5702 HOLLILYNN DR
BOISE ID 83709

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.050 CFS
22.50 AFY

The total instantaneous diversion of water from all points of diversion under Transfer No. 5395 shall not exceed .20 cfs, nor a total combined annual volume of 79.2 af.

PRIORITY DATE: 03/31/1977

POINT OF DIVERSION:

T02N R02E S8 NWSW Within ADA County

for the

senior, in the

The Director maintains jurisdiction of Transfer NO. 5395 up to five (5) years purpose of determining potential injury to existing rights, both junior and vicinity of the transferred point of diversion.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.050 CFS 22.50 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE <MARCH 151 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: IRRIGATION Within ADA County

T02N R02E S08 NWSW 5.0

5 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.

The right holder shall accomplish the change authorized by Transfer No. 5395 within one year of the date of the transfer approval.

PARCEL NO. R1241271005.

land This right when combined with all other rights shall provide no more than 0.02 cfs nor more than 4.5 afa at the field headgate for irrigation of the described above.

PROPERTY IS ALSO KNOWN AS LOTS 19 AND 20, BLK I, CALDERON ESTATES SUBDIVISION.

Failure of the right holder to comply with the conditions of Transfer No. 5395 is cause for the Director to rescind approval of the transfer.

RECEIVED

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

JUL 14 2005

WATER RESOURCES
WESTERN REGION

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
63-9103B	63-9103 B				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *waived*
- 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) Patrick & Joy Harris
4. New Owner/Claimant(s) 5702 W. Hollilynn Drive, Boise 83709
- Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 5702 W. Hollilynn Drive,
- City, State and ZIP Code Boise, ID 83709
- New Telephone Number 208-386-6037
5. Date you acquired the property 5-25-2005

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

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

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

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

Joy Harris

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 _____



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/31/05 05:05 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 3.00 1



QUITCLAIM DEED

FOR VALUE RECEIVED, PATRICK W. HARRIS, SPOUSE OF GRANTEE

Does hereby convey, release, remise and forever quit claim unto

JOY L. HARRIS, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY

whose current address is: 5702 W. HOLLILYN DRIVE, BOISE, IDAHO 83709

the following described premises:

Lots 19 and 20 in Block 1 of AMENDED PLAT OF CALDERON ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 59 of Plats at Page(s) 5651 and 5652, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

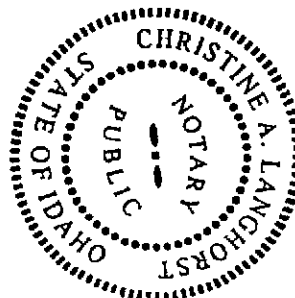
Date: 05/25/2005

By: Patrick W. Harris
PATRICK W. HARRIS

State of IDAHO)
County of ADA)

On this 26th of MAY, 2005, before me, the undersigned, a notary public personally appeared, PATRICK W. HARRIS, known to me or proven to me on the basis of satisfactory evidence to be the person (s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Christine A. Langhorst
Notary Public
Residing In: Residing at Boise, Idaho
Expires: Commission Expires: 03/04/2006



ADJUDICATION CLAIMS SPLIT TREE FOR 63-9103

**RIGHTS HAVE BEEN
SPLIT AND ARE NO
LONGER ACTIVE
(parent rights)**

63-9103
Leonard Hayden
1.86 cfs / 787.5 afa
175 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 31
Sec 12 SESW - 10
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103A
Leonard Hayden
1.66 cfs / 697.5 afa
155 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 NWSW - 9
Sec 12 SWSW - 21
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103B
Patrick & Joy Harris
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
2N 2E S8
NWSW

63-9103C
Gary & Heather
Mingus
0.05 cfs / 22.5 afa
5 ACRES TOTAL
MOVED TO
5N 1E S31
NWNW - 2 acres
5N 1W S36
NENE - 3 acres

63-9103D
Steve Boschma
0.10 cfs / 34.2 afa
10 ACRES RETIRED
AND MOVED TO A
DAIRY IN
2N 1W S19
NESW & SESW

63-9103E
Leonard Hayden
1.19 cfs / 499.5 afa
111 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-9103F
Toni and Ben
Choutchourrou
0.47 cfs / 198 afa
44 ACRES TOTAL
Sec 11 SESE - 25
Sec 12 SWSW - 19

63-32276
Leonard Hayden
0.13 cfs / 54 afa
12 ACRES TOTAL
Sec 12 NWSW - 9
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32277
Jerry and Pamela
Wilson
1.06 cfs / 445.5 afa
99 ACRES TOTAL
Sec 13 SWNW- 6
Sec 14 NENE- 15
Sec 14 SWNE- 39
Sec 14 SENE- 39

63-32279
Leonard Hayden
0.08 cfs / 33.75 afa
7.5 ACRES TOTAL
Sec 12 NWSW - 4.5
Sec 12 SWSW - 2
Sec 13 NENW- 1

63-32280
Leonard Hayden
0.05 cfs / 20.25 afa
4.5 ACRES TOTAL
Sec 12 NWSW - 4.5

MEMORANDUM

TO: VICKY and SANDY

FROM: DANIEL A. NELSON

DATE: 5/31/06

SUBJECT: Split Tree of water right 63-9103

I have several files that are the result of a transfer and several splits from water right 63-9103. It all started to get very confusing, so I created a split tree to help sort things out in my own mind. When I finished, I discovered that both of you and Kimberly each had one of these files. So I made a copy for each of you. I don't know if it will help, but they really help me out in tracking these things down and making sure they were split correctly. The transfer created the original split and moved them all over the place. Some may even be in Ada County, I didn't check mine out that closely.

Thank you,

Vicky's right 63-9103B
Sandy's right 63-9103D

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9103B

WATER RIGHT NUMBER: 63-9103B

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JERRY L WILSON 19263 BIRCHWOOD DR CALDWELL, ID 83607 (208)454-9919
Original Owner	PAMELA A WILSON 19263 BIRCHWOOD DR CALDWELL, ID 83607 (208)454-9919
Current Owner	PATRICK HARRIS 5702 HOLLILYNN DR BOISE, ID 83709 (208)562-1226
Current Owner	JOY HARRIS 5702 HOLLILYNN DR BOISE, ID 83709 (208)562-1226
Original Owner	LEONARD K HAYDEN 16975 STAR RD NAMPA, ID 83687 (208)465-1604

Priority Date: 03/31/1977

Basis: License

Status: Active

Source

GROUND WATER

TributaryBeneficial Use

IRRIGATION

3/11

<u>From</u>	<u>To</u>
03/15	to 11/15

Diversion Rate

0.050 CFS

Annual Volume

22.50 AF

Total Diversion:

0.050 CFS

22.50 AF

Location of Point(s) of Diversion

GROUND WATER

ADA County

NW1/4SW1/4

Sec. 8, Twp 02N, Rge 02E, B.M.

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	
02N	02E	8											5.0						5.0

Total Acres: 100

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-9103B

Conditions of Approval:

1. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
2. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
3. The Director retains jurisdiction of this right to require streamflow augmentation or other action determined to be appropriate to protect prior surface water or ground water rights. Such stream flow augmentation or other action will be required only upon a determination of need and applicability by the Director.
4. The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.
5. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Remarks:

1. Quantity The total instantaneous diversion of water from all points of diversion under Transfer 5395 shall not exceed 0.20 cfs, nor a total combined annual volume of 79.2 af.
2. Explanatory THIS CLAIM IS A PORTION OF TRANSFER 5395 APPROVED 7/1/99.
3. Explanatory PROPERTY IS ALSO KNOWN AS LOTS 19 & 20, BLK 1, CALDERON ESTATES SUBDIVISION.

Comments:Dates and Other Information:

Claim Received Date: 2/5/1996
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal: S
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status
---------	--------------------	----------	--------------------	----------	--------

Verification Log:

Element	Date Time Stamp	Reviewer	Log text
---------	-----------------	----------	----------

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-9103

WATER RIGHT NUMBER: 63-9103

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LEONARD K HAYDEN 16975 STAR RD NAMPA, ID 83687 (208)465-1604

Priority Date: 03/31/1977

Basis:

Status: See Remarks

<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	3/15 to 11/15	1.860 CFS	787.50 AF
	<u>Total Diversion:</u>	1.860 CFS	787.50 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4	Sec. 14, Twp 06N, Rge 04W, B.M.
PAYETTE 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		
06N	04W	11																	25.0	25.0
06N	04W	12									9.0	31.0	10.0							50.0
06N	04W	13					1.0		6.0											7.0
06N	04W	14	15.0		39.0	39.0														93.0

Total Acres: 175

Conditions of Approval:Remarks:

- General A PORTION OF THE LAND UNDER THE ORIGINAL LICENSE WAS SOLD WITHOUT WATER, LEAVING THE 102.0 ACRES CLAIMED.
SEE CLAIM NOS. A63-09103A & A63-09103B.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-9103 Priority March 31, 1977 Amount 1.86 cfs

THIS IS TO CERTIFY, that Leonard K. Hayden
of Caldwell, Idaho, has complied with the terms and conditions of Permit
No. 63-9103 issued pursuant to Application for Permit dated March 31, 1977,
and has submitted proof to the Department of Water Resources on May 6, 1981,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.86 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	<u>from March 15 to November 15</u>	<u>1.86 cfs</u>	<u>and 787.5 acre feet</u>
_____	_____	_____	_____
_____	_____	_____	_____

Subject, however, to the condition that no more than 1.86 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
787.5 acre feet per year, said waters to be diverted within the NE 1/4, Section 14, Twp.
6N, Rge. 4W in the County of Payette

Description and location of place of use:

Twp.	Range	Section	NE 1/4				NW 1/4				SE 1/4				SW 1/4				Totals
			NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	NE	NW	SE	SW	
6N	4W	11																	25
		12																	50
		13																	7
		14	15		39	39													93

Total number of acres irrigated 175

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 26 day of August, 19 82.

Director

6246 12 58.5 90
6246

Hayden Leonard

14 none is same to state
State of Idaho

MONDAY June 29

DEPARTMENT OF WATER RESOURCES
FIELD REPORT

to back
canyon
Ref 10 ft
at old stop sign

175 ACRES (63-8918)
(63-9103)

PD 5846 14 Permit No.
6246 3.5-
REMARKS

CONTACT WITH PERMIT HOLDER

DATE INITIALS

- ☐ Appointment letter mailed: _____
- ☐ Telephone call made: 9-1-85 959 6955
(List Telephone No. used) _____
- ☐ Appointment scheduled for: _____
(Date, time, location) _____

EXAMINATION

Date 23 July Accompanied by Mr. Hayden Total Q measured 1.86 cfs

If source is surface water, estimate total flow of source _____

Methods of measurement ANNULAR Meets Permit requirements? YES

Measurement calculations:

1.86 cfs = $3.14 \times (8.75')^2 \times (7.981')^2$
448.8
 $V = 175 \times 4.5 = 787.5$ or $1.86 \times 1.9835 \times 245 = 903.9$

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	200	Westinghouse	7802	Edwards	N.A.	ANNULAR	100% Probe #19143	7.981" probe

System Description well pump 8" mainline to wheel line
14" well casing

*Code with map on reverse side. Disregard code if only one.

RECOMMENDED AMOUNTS

Irrigation requirement = 9.5 AFA/Acre

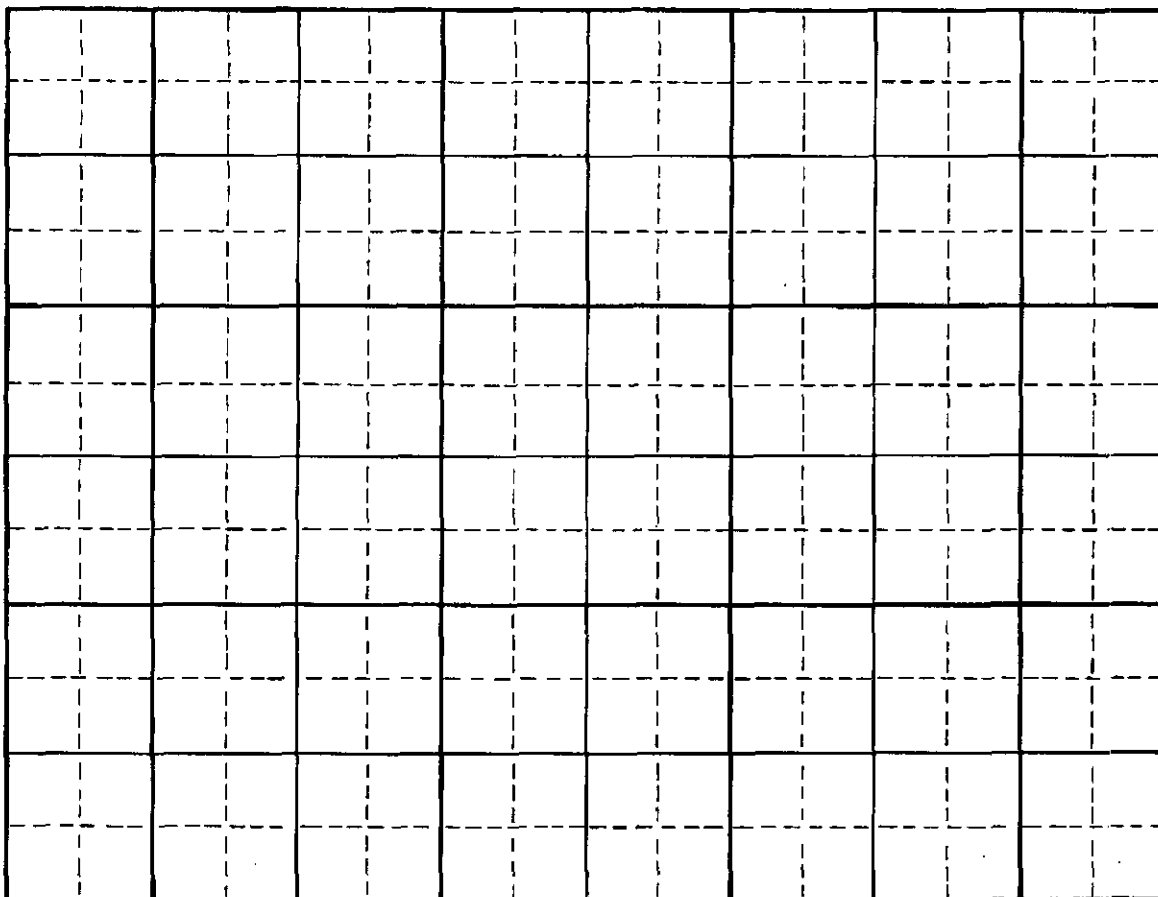
USE	Q (cfs)	V (afa)	FROM	TO
<u>IRRIGATION</u>	<u>1.86</u> ✓	<u>787.5</u> ✓	<u>3/15</u>	<u>11/15</u>
Total	<u>1.86</u> ✓	<u>787.5</u> ✓		

Remarks I well of wheel line

This report was originally filed as 65-7857 - it has
subsequently been re-numbered as 63-8918 and 63-9103.
One of the basin 63 numbers should be voided
or something to eliminate confusion.

5/13
82 All computer records show that 63-9103 is the
correct water right number. 63-8918 shows
nothing. TR

MAP (Attach Aerial Photo)



SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)

Point(s) of diversion: NENE S14 CN 4W

Place(s) of Use

TWP.	RGE.	SEC.	NEX				NWK				SWX				SEX				TOTALS
			NEX	NWK	SWX	SEX	NEX	NWK	SWX	SEX	NEX	NWK	SWX	SEX	NEX	NWK	SWX	SEX	
6W	4W	12																	
		14	15		30.3	39					9	30.6	10						93.3
		13					1.3		5.6									26	6.9
		11																	25

Recommended Amendments:

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

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

☐ None

☒ Other

Examiner's Signature

Checked by

Approved by

17.7 acres in
 HEAD 13

Date

Date

Date

Now permit to
 PICK UP 44 grand net

31 Aug 1981

11/5/81

5/13/82

175

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-9103B**

03/29/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
1103B	Claim	02N	02E	8	NW	SW		IRRIGATION	5/100	PATRICK HARRIS
1103B	Water Right	02N	02E	8	NW	SW		IRRIGATION	5/5	PATRICK HARRIS
2576	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
2605	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
2874	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
2954	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
2956	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
2989	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
3164	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
7067	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
7577	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
7998	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC
19456	Claim	02N	02E	8	NW	SW		MUNICIPAL		UNITED WATER IDAHO INC

Receipt Details for ID W024825

Status	Adjustment Type	Version
	Water Right Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
2/23/1999 12:58:28 PM	2/23/1999	Western	\$73.00	Check
Payer		KAYDEN, LEONARD		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1574			
Card Expiration Date	Credit Card Transaction #		

Comment CLAIM TO A WATER RIGHT

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$73.00	CLAIM TO A WATER RIGHT	41503	337	0	0	1155

Refund(s):

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

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
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Print Report



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General Information

Property Acres: 4.960
 Zone Code: RR
 Primary Code Area: 194 Tax Districts
 Group Type: SUB
 Subdivision: CALDERON ESTATES SUB
 Section: 2N2E07

Property Description

LOT 19 & 20 BLK 1
 CALDERON ESTATES SUB AMD
 #1000 0 #1050-C
 #99066194

Property Address

5702 W HOLLILYNN DR
 BOISE, ID 83709


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Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method
Primary	150-RES SUB LOT	4.960	\$150,000	MARKET
Primary	370-RES IMPROVEMENT	0.000	\$224,400	COST

Total Assessed Value: \$374,400

Parcel Valuation History

Assessed value for year 2004 \$374,400
 Assessed value for year 2003 \$374,400
 Assessed value for year 2002 \$348,000
 Assessed value for year 2001 \$333,300
 Assessed value for year 2000 \$293,300

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Residential
 Land

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Residential**Land****Residential Characteristics 1 for Parcel "R1241271005"**

Occupancy Date:	No Date Available
Year Built:	1995
Year Remodel:	0
Effective Age:	0
Construction Class:	5
Number of Bedrooms:	4
Number Bathrooms:	3.0
Number of Fireplaces:	1
Air Conditioning:	Y
Car Storage Sq Ft #1:	568
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	1728
Porch Sq Ft:	140
Deck Sq Ft:	420
Deck Covered:	N
Patio Sq Ft:	150
Patio Covered:	Y
Pool Sq Ft:	0
Total Sq Ft:	2950
Main Floor Sq Ft:	1962
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	988
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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