



TIHW RRE

P.O.
P.O.
Dom.

MICROFILMED
AUG 26 1992

DEED OF TRUST

THIS DEED OF TRUST, Made this 1st day of NOVEMBER, 1984,
 BETWEEN DARREL B. MORRIS, an unmarried man, herein called GRANTOR,
 whose address is 5757 Elmer Lane, Boise, Idaho 83703
PIONEER TITLE COMPANY OF ADA COUNTY, an Idaho corporation herein called TRUSTEE, whose address is 821 W. State
St., Boise, Idaho 83702, and WILLY E. PACKER, an unmarried woman, herein called BENEFICIARY,
 whose address is 5716 Pierce Park Lane, Boise, Idaho 83703
 WITNESSETH That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER
 OF SALE, that property in the County of Ada, State of Idaho, described as follows,
 and containing not more than twenty acres:

a Portion of the West half of Lot 4 in Block 2 of Elmer Davis Second Subdivision,
 according to the official plat thereof, filed in Book 3 of Plats at Page 142,
 records of Ada County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said lot; thence
 East 75 feet; thence
 South 130 feet; thence
 West 75 feet; thence
 North 130 feet to the Point of Beginning.

*5757
Elmer
Lane*

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
 Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
THIRTEEN THOUSAND THREE HUNDRED AND NO/100ths ----- Dollars, (\$ 13,300.00).

Final payment due NOVEMBER 1, 1994

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

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in
 good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
 formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
 not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumi-
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
 cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
 any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine,
 or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or
 waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and
 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which
 Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,
 with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to
 the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each
 month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust
 for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to so pay shall constitute a default
 under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions herein, with interest from date
 of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do anything as herein provided, then Beneficiary or Trustee, but without obligation so to do and
 without notice or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to
 such extent as he or she may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such pur-
 poses, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, for
 those, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any
 such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof, whether assigned
 and shall be paid to the owner who may apply or release such moneys received by him in the same manner and with the same effect as above provided
 for disposition of proceeds of fire or other insurance.

2. By acceptance of payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when
 due of all other sums so secured or to declare default for failure to so pay.

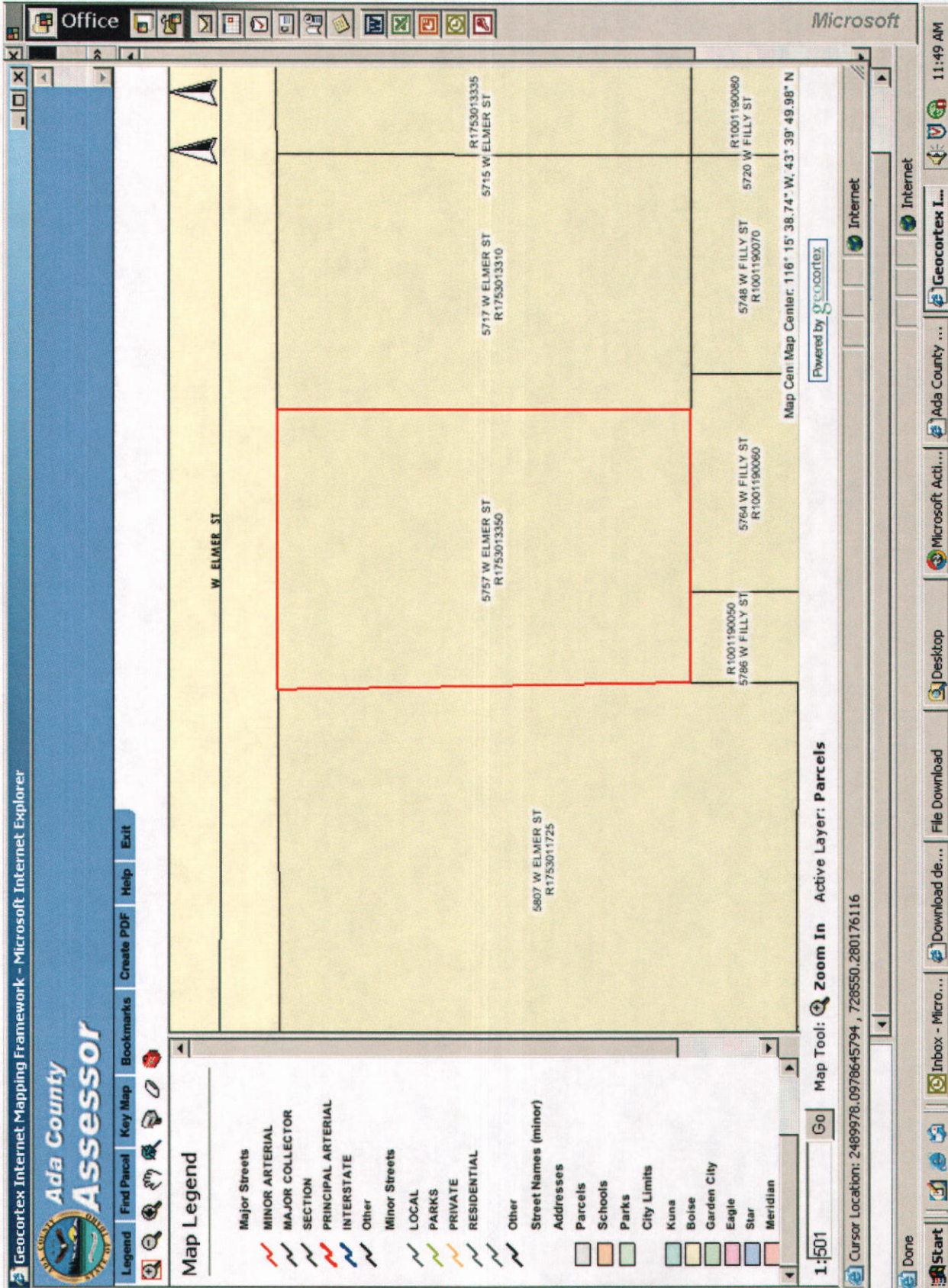
3. At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed
 and trust for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may
 receive all or any part of said property, consent to the making of any map or plat thereof, and in granting any endorsement thereon, in any
 extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee
 for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in
 any reconveyance executed under this deed of trust or of facts shall be conclusive proof of the truth of the facts stated. The grantee in such
 reconveyance may be described as "the person or persons legally entitled there."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, subject to the provisions of these
 Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, power and authority to pay or to cause to be paid any in-
 debtedness secured hereby or in performance of any agreement hereunder, to interest and receive such rents, issues and profits, and to apply the same to and
 payable. Upon any such default, Beneficiary may at any time without notice, either to person, by agent, or by endorsement, collect, receive, and apply the same to and
 and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part
 thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and to apply the same to and pay-
 ment and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and to cause the Beneficiary
 may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as
 aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, the sums so due and payable
 shall immediately become due and payable at the option of the Beneficiary, to the extent of the indebtedness secured hereby, and to the extent of the
 due in written notice of such default and of his election to exercise the same, to the Beneficiary, who shall thereupon be authorized to take any action
 cause such notice to be recorded in the office of the recorder of such county where said property is located, and to cause the same to be published in a newspaper of general circulation in such county.

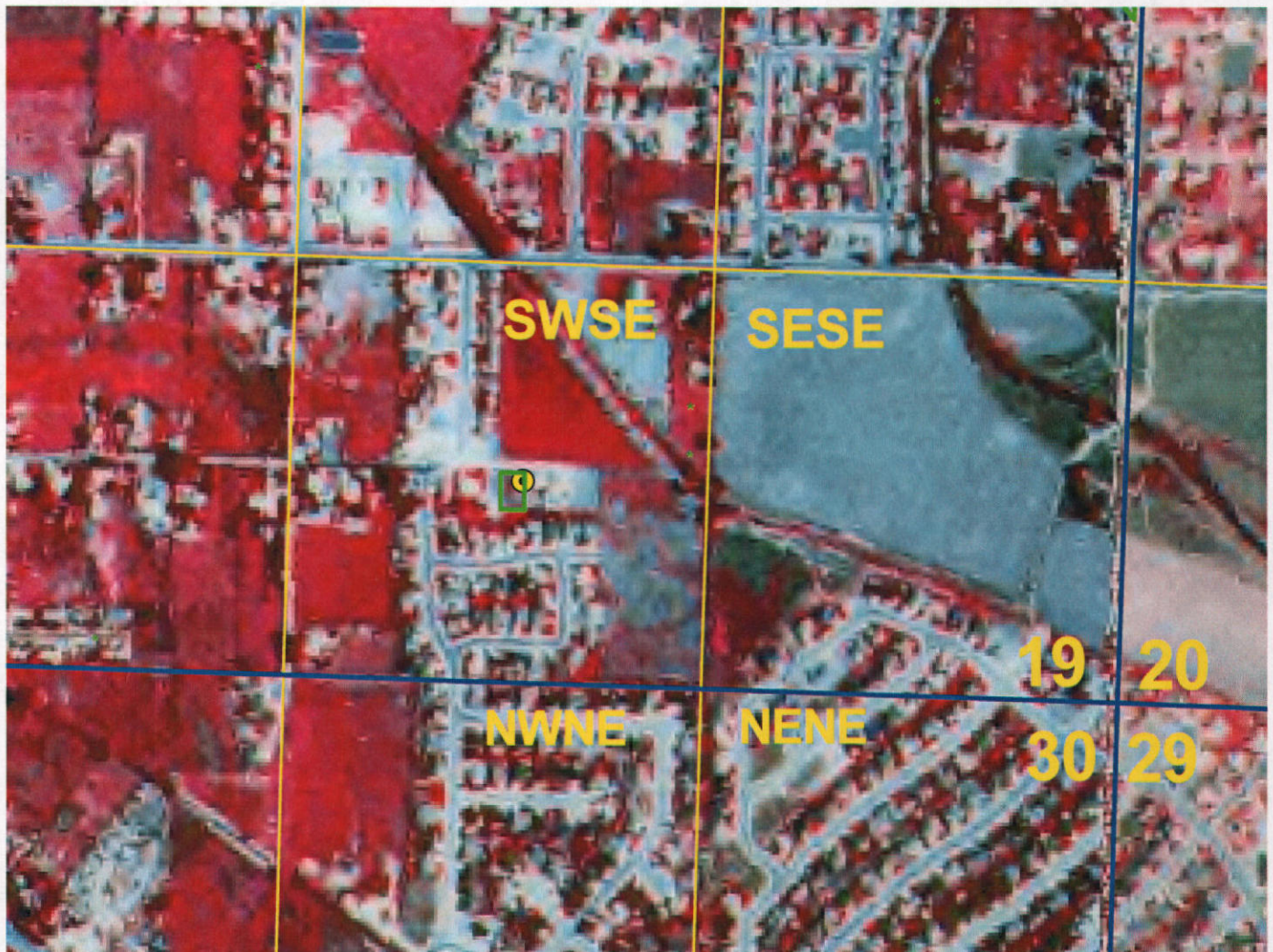
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AUG 26 1992





State of Idaho
Idaho Department of Water Resources
Western Region

T4N R2E SECTION 19
Water Right(s) : 63-16715



1320 0 1320 Feet



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

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared By: Vicky Music
Date: February 2005

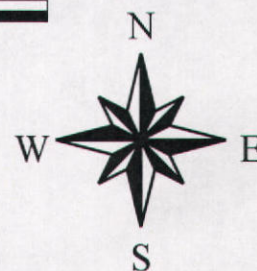


State of Idaho
Idaho Department of Water Resources
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T4N R2E SECTION 19
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1320 0 1320 Feet



-  Point of Diversion
-  Place Of Use
-  Quarter Quarter Lines
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GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared By: Vicky Music
Date: February 2005

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 63-16715
Date Received: 7/27/1989
Receipt No: C008586
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WENDELL DAVIS Phone: (208)853-7280
5757 ELMER ST
BOISE ID USA 83703

NILA DAVIS Phone: (208)853-7280
5757 ELMER ST
BOISE ID USA 83703

2. Date of Priority: 06/01/1982

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	02E	19	SE SW SE	ADA	

5. Description of diverting works:

DRILLED WELL, 100' DEPTH, 6" CASING, WITH PUMP & PIPELINE TO P/U.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
DOMESTIC	1/01	12/31	0.04	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	02E	19	SW	SE	DOMESTIC	

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:

CHANGE IN OWNERSHIP LG 7/12/05

15. Basis of Claim: Beneficial Use

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: A63-16715
Date Received: 7/27/1989
Receipt No: C008586
Received By: EX

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DARREL B. MORRIS 208-853-2222
Address: 6100 PIERCE PARK LANE
BOISE, ID 83703

OR
Name: ALICE ANN CULVER 208-853-2222
Address: 6100 PIERCE PARK LANE
BOISE, ID 83703

2. Date of Priority: JUN 01, 1982

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	02E	19	SE	SW	SE		ADA

5. Description of diverting works:
DRILLED WELL, 100' DEPTH, 6" CASING, WITH PUMP & PIPELINE TO P/U.

6. Water is used for the following purposes:

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

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC ONE HOUSEHOLD, LAWN & GARDEN.

A63-16715

Page 1

Date: 07/27/89

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AUG 26 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	02E	19	SW SE		DOMEST	

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:
N/A

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 2

For Individuals:

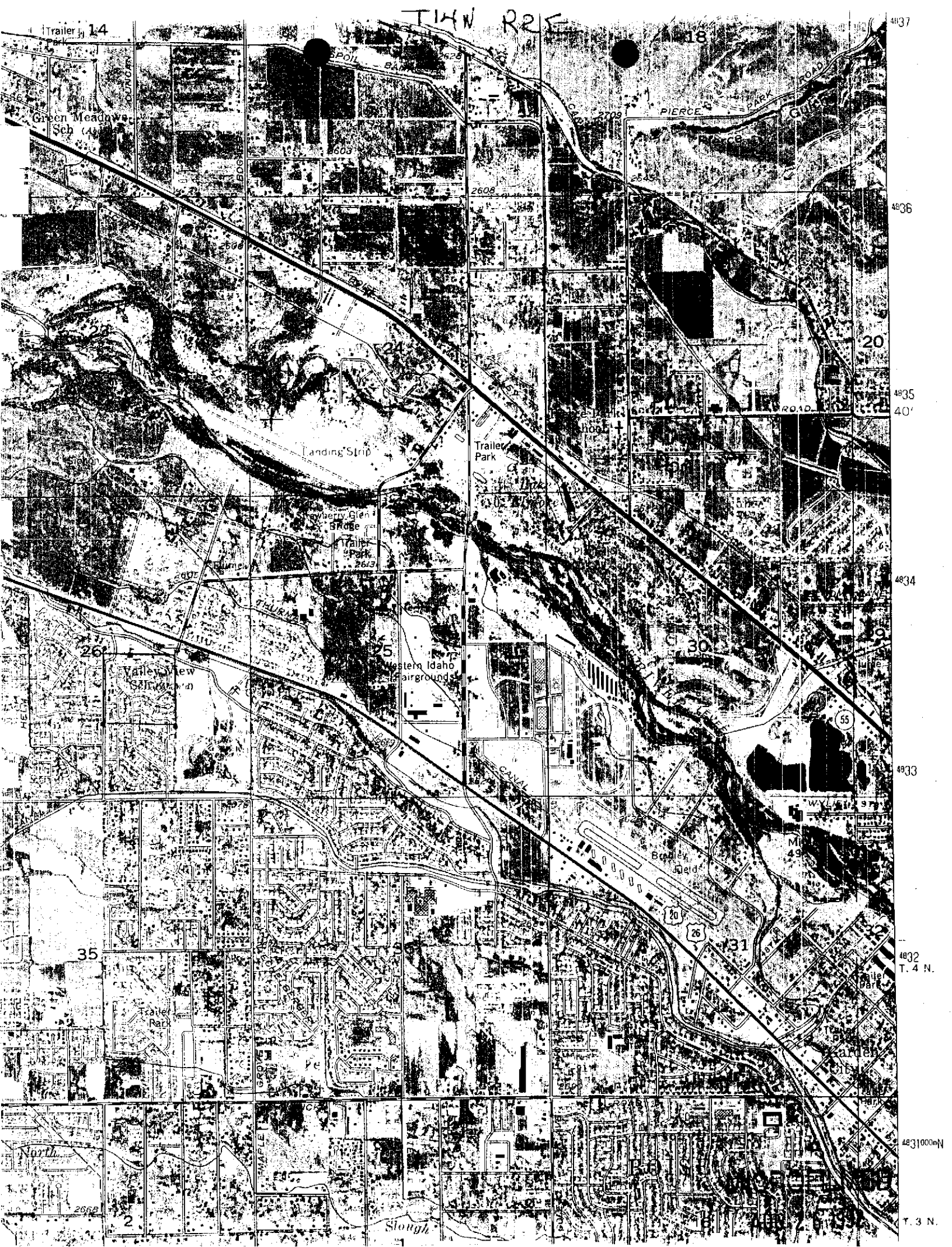
I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Alvin Ann Culver Date: 7-27-89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 27th day
of July 1989
Seal
Notary Public
Forrest E. Luthy, Notary Public
Residing at Boise, Idaho
Residing at My Commission Expires Nov. 8, 1994
My Commission Expires _____



● 56218

5757
Elmer Lane

Beginning at the Northwest corner of said lot; thence
East 75 feet; thence
South 130 feet; thence
West 75 feet; thence
North 130 feet to the Point of Beginning.

Final payment due NOVEMBER 1, 1994

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

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary, the amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall as the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure to so pay shall constitute a default under this trust.

8. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same or such matters as to such extent as may be deemed necessary to protect the interests hereof. Beneficiary or Trustee being authorized to enter upon any property for such purposes, appear in and defend any action or proceeding purporting to affect the security herein or the rights or interests of Beneficiary or Trustee, pay, choose, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be proper or appropriate, and in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, may necessarily employ counsel and pay the reasonable fees.

2. By assignment payment of any sum secured hereby after its due date. Beneficiary does not waive his right either to require prompt payment when due of all other sums secured or to declare default for failure to pay.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this deed and paid note by trustee for cancellation and retention and upon payment of its fees, trustee shall reconvey, without warranty, the property, land and hereunder, the results in any reconveyance executed under this deed of trust or any extensions or trusts shall be null and void, and the person or persons hereof, the grantee, in such reconveyance may be described as "the person or persons legally entitled there."

6. Upon default by Grantor in payment of any indebtedness secured hereby, or in performance of any obligation hereunder, the property herein conveyed shall immediately become due and payable on the expiration of the period set in the event of default by the grantor, to the lender, and the lender shall have the right to cause such notice to be recorded in the office of the recorder of the county wherein the property is located.

AUG 26 1992

ReceiptID	Amount	BasinNumber	SequenceNum	SplitSuffix	Type
C008586	25.00	63	16714		Claim
C008586	25.00	63	16715		Claim
C008586	25.00	63	16716		Claim
C008586	25.00	63	16713		Claim
C008586	25.00	63	16712		Claim
C008586	25.00	63	16706		Claim
C008586	25.00	63	16711		Claim
C008586	25.00	63	16705		Claim
C008586	25.00	63	16702		Claim

02/14/2006

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

RIGHT NUMBER: 63-16715

NAME AND ADDRESS: NILA DAVIS
5757 ELMER ST
BOISE ID 83703

WENDELL DAVIS
5757 ELMER ST
BOISE ID 83703

~~DARREL B MORRIS~~
~~ALICE ANN MORRIS CULVER~~
~~6100 PIERCE PARK LN~~
~~BOISE ID 83703~~

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/01/1982

POINT OF DIVERSION:

T04N R02E S19 SWSE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
Domestic use is for 1 home and up to one-half acre irrigation.		

PLACE OF USE: DOMESTIC Within ADA County

T04N R02E S19 SWSE

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

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PARCEL NO. R1753013350.

PROPERTY IS ALSO KNOWN AS 5757 ELMER ST, BOISE, ID.

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

In Re SRBA

Case No. 39576

Water Rights: 63-16715

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following administrative proceeding:

☐ Address change

XX Substitution of Party

☐ IC § 42-222 transfer

☐ Point of diversion ☐ Place of use

☐ Period of use ☐ Nature of use

☐ Split of water right ☐ Change in ownership

☐ Other

☐ IC § 42-219 license

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

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: February 17, 2006



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on February 17, 2006, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	☐	overnight mail
Snake River Basin Adjudication	☒	regular mail
P.O. Box 2707	☐	hand-delivered
Twin Falls, ID 83303-2707	☐	facsimile

2. Copies to:

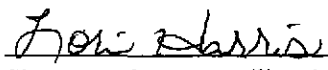
Clive Strong	☐	overnight mail
Off ice of the Attorney General	☒	regular mail
P.O. Box 44449	☐	hand-delivered
Boise, ID 83711-4449	☐	facsimile

United States Dept of Justice	☐	overnight mail
Environment & Natural Resource Div	☒	regular mail
550 West Fort Street MSC 033	☐	hand-delivered
Boise ID 83724	☐	facsimile

3. Copies to all parties to the subcase:

Wendell Davis	☐	overnight mail
Nila Davis	☒	regular mail
5757 Elmer St.	☐	hand-delivered
Boise ID 83703	☐	facsimile

Darrel B Morris	☐	overnight mail
Alice Ann Morris Culver	☒	regular mail
6100 Pierce Park Ln	☐	hand-delivered
Boise ID 83703	☐	facsimile


Signature of person mailing this document

OK - VLM

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

RECEIVED

JUN 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
	03-16715	N			

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

☒ The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

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

DARREL and ALICE MORRIS

4. New Owner/Claimant(s)

Wendell and Wila DAVIS

New Mailing Address

5757 Elmer St.

City, State and ZIP Code

BOISE, ID 83703

New Telephone Number

208 953-7200

5. Date you acquired the property

6-28-1990

Ada County Assessor

Map Legend

- Major Streets
 - MINOR ARTERIAL
 - MAJOR COLLECTOR
 - SECTION
 - PRINCIPAL ARTERIAL
 - INTERSTATE
 - Other
- Minor Streets
 - LOCAL
 - PARKS
 - PRIVATE
 - RESIDENTIAL
 - Other
- Street Names (minor)
- Addresses
 - Parcels
 - Schools
 - Parks
- City Limits
 - Kuna
 - Boise
 - Garden City
 - Eagle
 - Star
 - Meridian

W. ELMER ST

5757 W ELMER ST
R1753013360

5717 W ELMER ST
R1753013310

5715 W ELMER ST
R1753013335

5607 W ELMER ST
R1753011725

R1001190050
5786 W FILLY ST

5764 W FILLY ST
R1001190060

5746 W FILLY ST
R1001190070

R1001190080
5720 W FILLY ST

Map Can Map Center: 118° 15' 38.74" W, 43° 39' 49.98" N

1:501 Map Tool: Zoom In Active Layer: Parcels

Current Location: 43° 39' 49.98" N, 118° 15' 38.74" W

Home

Home

Home

Home

Home

Home

Home

Home

Home

Home

WARRANTY DEED

9035106

FOR VALUE RECEIVED DARREL B. MORRIS, AN UNMARRIED MAN

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto WENDELL K. DAVIS AND NILA M. DAVIS, HUSBAND AND WIFE,

GRANTEE(S), whose current address is: 8089 Appomatox Boise, Idaho 83703
the following described real property in ADA County, State of Idaho,
more particularly described as follows, to wit:

A portion of the West half of Lot 4 in Block 2 of ELMER DAVIS SECOND SUBDIVISION, according to the Official Plat thereof, filed in Book 3 of Plats at Page 142, records of Ada County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Lot; thence East 75 feet; thence South 130 feet; thence West 75 feet; thence North 130 feet to THE POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s), does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 28, 1990

Darrel B. Morris
DARREL B. MORRIS

STATE OF IDAHO County of ADA ss.

On this 2nd day of July
in the year of 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared Darrel B. Morris
known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

SHERRI ANDERSON
Notary Public
Name: Sherri Anderson
Residing at: Boise, Idaho
My commission expires: June 2, 1990

STATE OF IDAHO, COUNTY OF ADA
I hereby Certify that this instrument was filed for record at the request of

STEWART TITLE

at 30 minutes past 3 o'clock P.M.
this 2nd day of July
1990 in my office, and duly recorded in Book of Deeds at page

JOHN BASTIDA

Ex-Officio Recorder

By
Deputy
Fee \$
Mail to:

This form furnished courtesy of

STEWART TITLE OF IDAHO, Inc.



CANDY KINGSLEY
LAND RECORDS TECHNICIAN
OFFICE OF THE ASSESSOR

650 MAIN STREET
BOISE, IDAHO 83702
OFFICE (208) 364-2378
FAX (208) 364-2484



COUNTY OF ADA
650 MAIN STREET
BOISE, IDAHO 83702

STATE OF IDAHO, COUNTY OF ADA, ss.
I, J. David Navarro, Recorder for Ada County, do hereby certify that the foregoing is a full, true and correct copy of last No. 9035106 as it appears on record in Book 3 of Plats at Page 142, records of Ada County, State of Idaho.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal this 2nd day of July 1990.

By John Bastida Deputy Recorder



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

July 13, 2005

Wendell & Nila Davis
5757 Elmer St.
Boise, ID 83703

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Re: Notice of Claim to a Water Right No. 63-16715

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

NOTICE OF ERROR
REPLY

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

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

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

Water right number: 63-16715

DARREL B MORRIS
6100 PIERCE PARK LN
BOISE ID 83703
Telephone Number: (208)853-2222

ALICE ANN MORRIS CULVER
6100 PIERCE PARK LN
BOISE ID 83703
Telephone Number: (208)853-2222

Change of ownership
done 6-14-05

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

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

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

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

DATE: _____ SIGNATURE: Nila M. Davis
Please print your name: Nila M. Davis

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

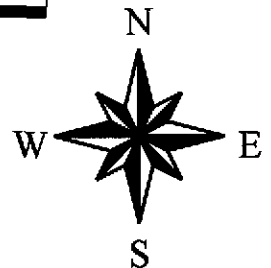


State of Idaho
Idaho Department of Water Resources
Western Region

T4N R2E SECTION 19
Water Right(s) : 63-16715



1320 0 1320 Feet



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

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared By: Vicky Music
Date: February 2005

02/07/2005

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

RIGHT NUMBER: 63-16715

NAME AND ADDRESS: DARREL B MORRIS
6100 PIERCE PARK LN
BOISE ID 83703

ALICE ANN MORRIS CULVER
6100 PIERCE PARK LN
BOISE ID 83703

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/01/1982

POINT OF DIVERSION:

T04N R02E S19 SWSE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
Domestic use is for 1 home and up to one-half acre irrigation.		

PLACE OF USE: DOMESTIC Within ADA County

T04N R02E S19 SWSE

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

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

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use

PARCEL NO. R1753013350.

PROPERTY IS ALSO KNOWN AS 5757 ELMER ST, BOISE, ID.

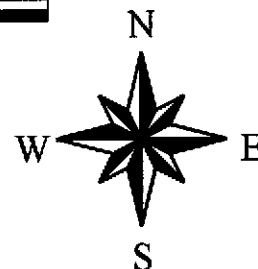


● **State of Idaho** ●
Idaho Department of Water Resources
Western Region

T4N R2E SECTION 19
Water Right(s) : 63-16715



1320 0 1320 Feet



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

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared By: Vicky Music
Date: February 2005

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-16715 V1

WATER RIGHT NUMBER: 63-16715 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DARREL B MORRIS 6100 PIERCE PARK LN BOISE, ID 83703 (208)853-2222
Current Owner	ALICE ANN MORRIS CULVER 6100 PIERCE PARK LN BOISE, ID 83703 (208)853-2222

Priority Date: 06/01/1982

Basis: Beneficial Use

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>
DOMESTIC	01/01 to 12/31	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER	SW1/4SE1/4	Sec. 19, Twp 04N, Rge 02E, B.M.
ADA County		

Place of Use

DOMESTIC Within ADA County

T04N R02E S19 SWSE

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.
3. N13 The quantity of water under this right shall not exceed 13,000 gallons per day.
4. X01 Domestic use is for 1 home and up to one-half acre irrigation.

Remarks:

1. Explanatory PARCEL NO. R1753013350.
2. Explanatory PROPERTY IS ALSO KNOWN AS 5757 ELMER ST, BOISE, ID.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-16715 V1

Comments:

1. vmusic 2/7/2005 POD
Comment: LOCATION ESTIMATED. FORMER OWNER COULD NOT REMEMBER.
2. vmusic 2/7/2005 OWNERSHIP
Comment: CHANGE OF OWNERSHIP FORM AND LETTER SENT TO WENDALL DAVIS.

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	2/7/2005 2:32:17 PM	vmusic			Active
Priority Date	2/7/2005 2:33:22 PM	vmusic			Active
POD	2/7/2005 2:34:19 PM	vmusic			Active
Source	2/7/2005 2:45:33 PM	vmusic			Active
POU	2/7/2005 2:46:09 PM	vmusic			Active
Use	2/7/2005 2:47:38 PM	vmusic			Active
Season	2/7/2005 2:48:23 PM	vmusic			Active
Quantity	2/7/2005 2:49:33 PM	vmusic			Active
Summary			02/07/2005	vmusic	Active

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-16715**

02/07/2005

1

Right #	Type	TwP	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
2406	Claim	04N	02E	19	SW	SE		IRRIGATION	40/29248	DRAINAGE DIST NO 2
9145	Claim	04N	02E	19	SW	SE		IRRIGATION	3/3	FIRST CHURCH OF CHRIST
10056	Claim	04N	02E	19	SW	SE		IRRIGATION	1.7/1.7	RICHARD A POPLACK
2406	Water Right	04N	02E	19	SW	SE		IRRIGATION	40/29248	DRAINAGE DIST NO 2
9145	Water Right	04N	02E	19	SW	SE		IRRIGATION	3/3	NEW CREATION FELLOWSHIP CHURCH THE NAZAR
10056	Water Right	04N	02E	19	SW	SE		IRRIGATION	1.7/1.7	RICHARD A POPLACK
12261	Water Right	04N	02E	19	SW	SE		IRRIGATION	5/5	NEW CREATION CHURCH OF THE NAZARENE
17133	Water Right	04N	02E	19	SW	SE		STOCKWATER		NEIL M CLARK FAMILY TRUST
17319	Water Right	04N	02E	19	SW	SE		STOCKWATER		RICHARD A POPLACK
2576	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
2605	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
2874	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
2954	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
2956	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
2989	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
3164	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
7067	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
7577	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
7998	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
19456	Claim	04N	02E	19	SW	SE		MUNICIPAL		UNITED WATER IDAHO INC
9145	Claim	04N	02E	19	SW	SE		DOMESTIC		FIRST CHURCH OF CHRIST
16715	Claim	04N	02E	19	SW	SE		DOMESTIC		DARREL B MORRIS
15297	Water Right	04N	02E	19	SW	SE		DOMESTIC		VERNON MOYER
15474	Water Right	04N	02E	19	SW	SE		DOMESTIC		MARVIN R KEARNS
15763	Water Right	04N	02E	19	SW	SE		DOMESTIC		PATRICIA N SEREDUK
16327	Water Right	04N	02E	19	SW	SE		DOMESTIC		MICHAEL H CARROL
17133	Water Right	04N	02E	19	SW	SE		DOMESTIC		NEIL M CLARK FAMILY TRUST
17319	Water Right	04N	02E	19	SW	SE		DOMESTIC		RICHARD A POPLACK
22553	Water Right	04N	02E	19	SW	SE		DOMESTIC		PATTY RAMAGE



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

February 7, 2005

WENDALL DAVIS
5757 ELMER ST
BOISE, ID 83703

RE: CLAIM NO. 63-16715

Dear WENDALL DAVIS:

In the past, DARREL MORRIS AND ALICE ANN CULVER submitted the above referenced claim during the Snake River Basin Adjudication (SRBA) claims taking. You may be the owner of this water right claim. Enclosed is a computer generated printout of the claim for your reference only, it is not necessary to return this printout or re-file it.

Idaho State law requires that the Department be notified of a change of owner or address on a water right. Enclosed is a change of ownership form. Please complete the form and send it back to our office with the required documentation.

Please call if you have additional questions.

Sincerely,

Vicky L. Music
Water Resource Agent
Adjudication Bureau

Enclosure: change of ownership form
63-16715 claim report

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-16715

WATER RIGHT NUMBER: 63-16715

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DARREL B MORRIS 6100 PIERCE PARK LN BOISE, ID 83703 (208)853-2222
Current Owner	ALICE ANN MORRIS CULVER 6100 PIERCE PARK LN BOISE, ID 83703 (208)853-2222

Priority Date: 06/01/1982 ✓

Basis: Beneficial Use

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>
DOMESTIC ✓	1/01 to	12/31	0.040 CFS	
	<u>Total Diversion:</u>		0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER

SE1/4SW1/4SE1/4

Sec. 19, Twp 04N, Rge 02E, B.M.

ADA County

Place of Use ✓

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	02E	19															X		

Conditions of Approval:Remarks:Comments:

parallel
pnu - address
Q not to 7 13k old
Q not a det of hist b/u

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

Prior to Field Exam

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

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-16715

Owner: _____ Phone No. _____

Current Address: physical address: 5757 Elmer Lane, Boise

- ☐ No change NAME IS THE SAME
- ☐ NEW OWNER owner: Wendell Davis
- ☐ No change Address
- ☐ NEW ADDRESS _____
- ☐ How long owned property? _____

Accompanied by: _____

PRIORITY DATE

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

Priority date, per claimant, is: _____

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

Source: _____ Tributary to _____

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

POINT OF DIVERSION

- ☒ No change
- ☐ POD found is different than claimed: _____
- ☐ 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

see claim**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:

WATER USES☒ No change☐ Different UsesUse DWM From 1-1 To 12/31 Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME - Groundwater only☐ Incomplete on claim, the total is, Amount N/A 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 changeN/A☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

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

Place of Use			NE				NW				SW				SE				Totals
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Overlap with other water rights: none

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

NA

Delivery System Narrative: see claim

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 # R1753013350.
10 pumps. address is 5757 ELMER ST. BOX 93103.

NW 1/4 not to > 13,000 gal/day

NW 1/4 not a det of lost blk.

YOR own use for 1 home & 1/2 ac irrigation

12/15/04 JCT. All the other we location of well -
may alt rec. if new owner doesn't do C/O.

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ 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:

2-7-05

FIELD EXAMINER:

Vivian M. C.