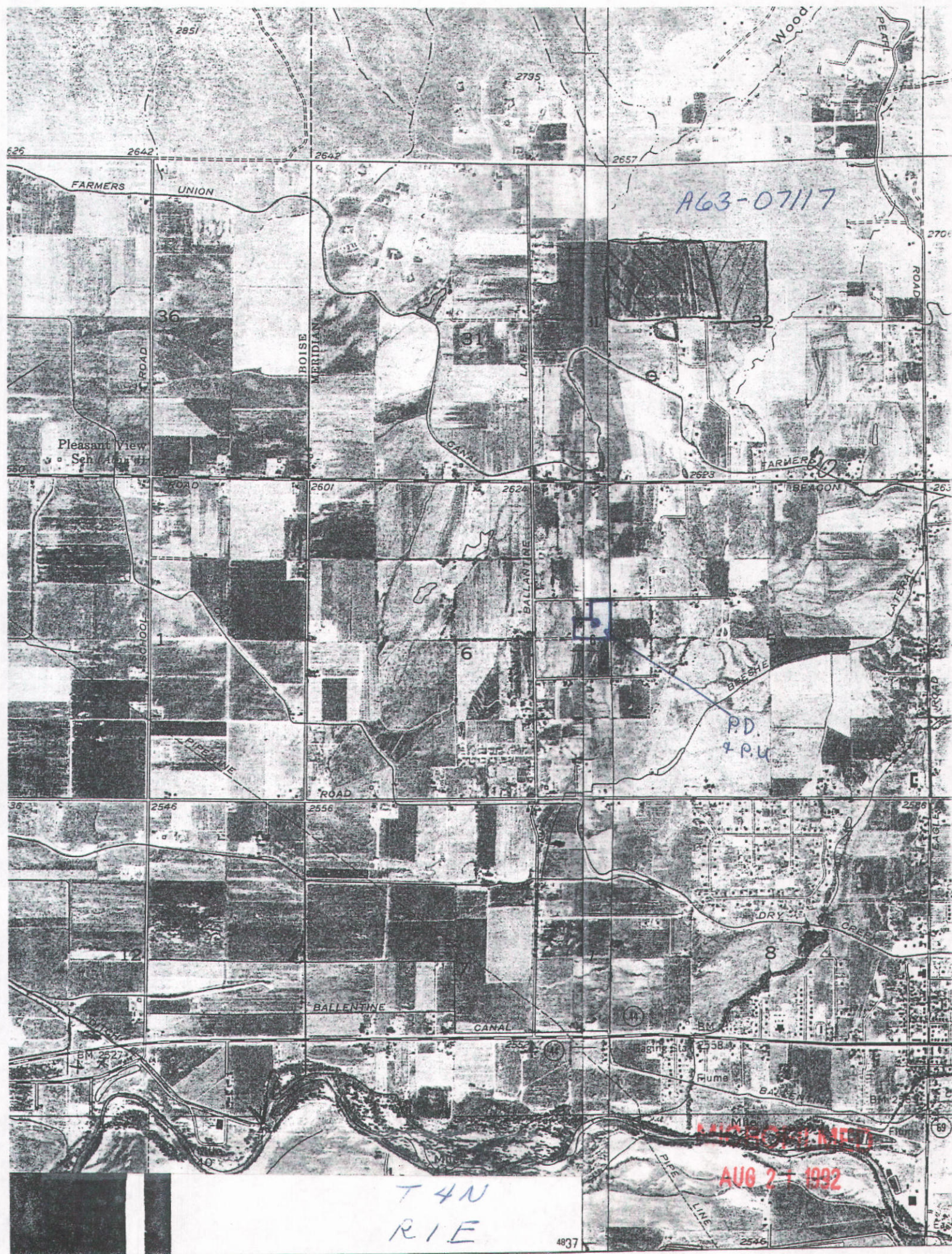




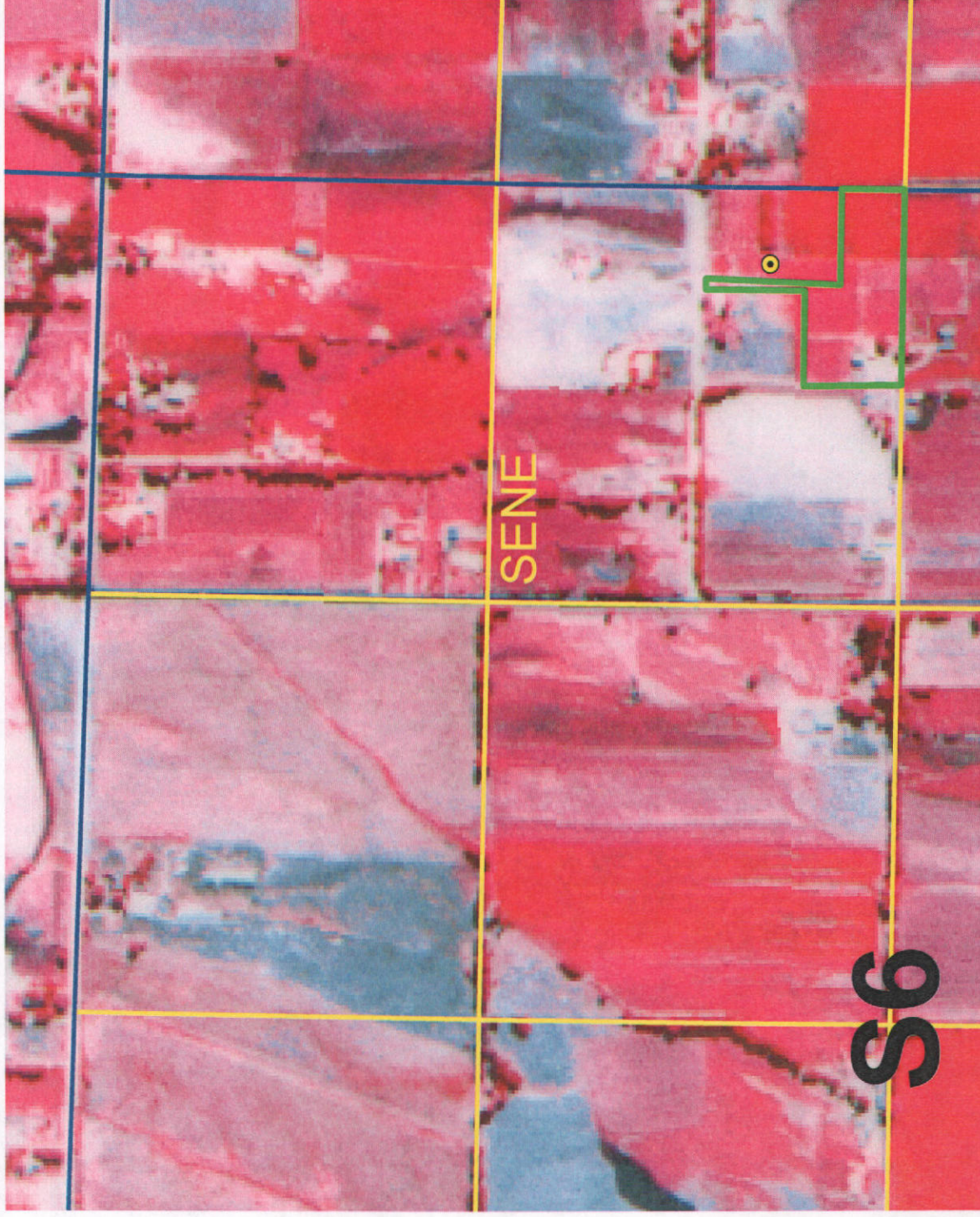
Idaho Department of Water Resources

T04N, R01E, S6

Claim No: 63-31892

Prepared By: Kimberly Brown

Date: December 7, 2005



Place of Use



Section Lines

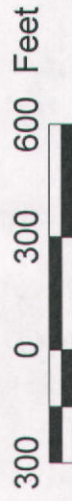


1/4 1/4



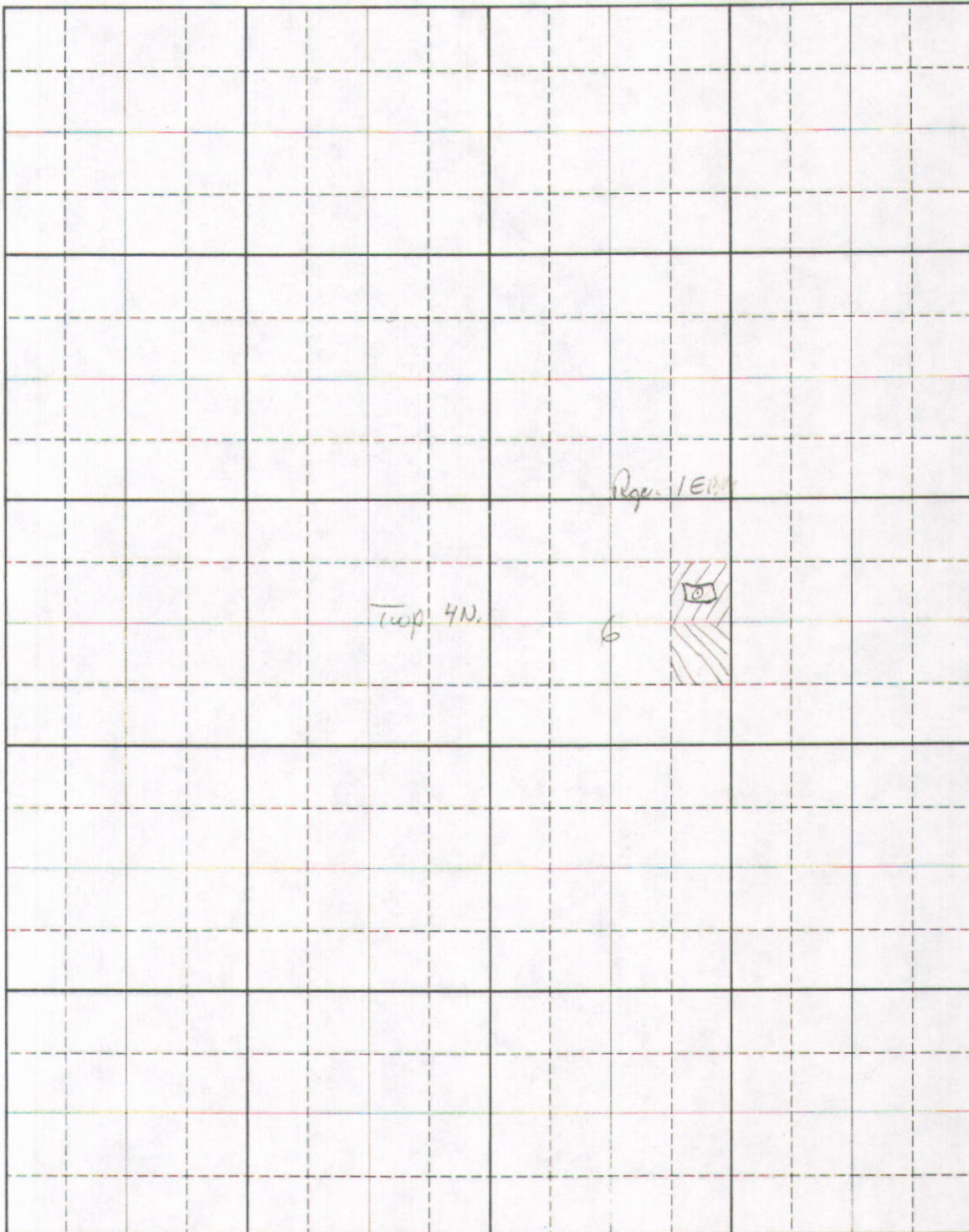
Point of Diversion

Acres Irrigated = 4.0



1987 NAPP

11. Map of proposed project:



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Guy A Glasgow
(Applicant)

63-7117

Idaho Department of Water Resources

T04N, R01E,
S6

Claim No: 63-31892

Prepared By: Kimberly Brown

Date: November 16, 2005



Place of Use



Section Lines



1/4 1/4



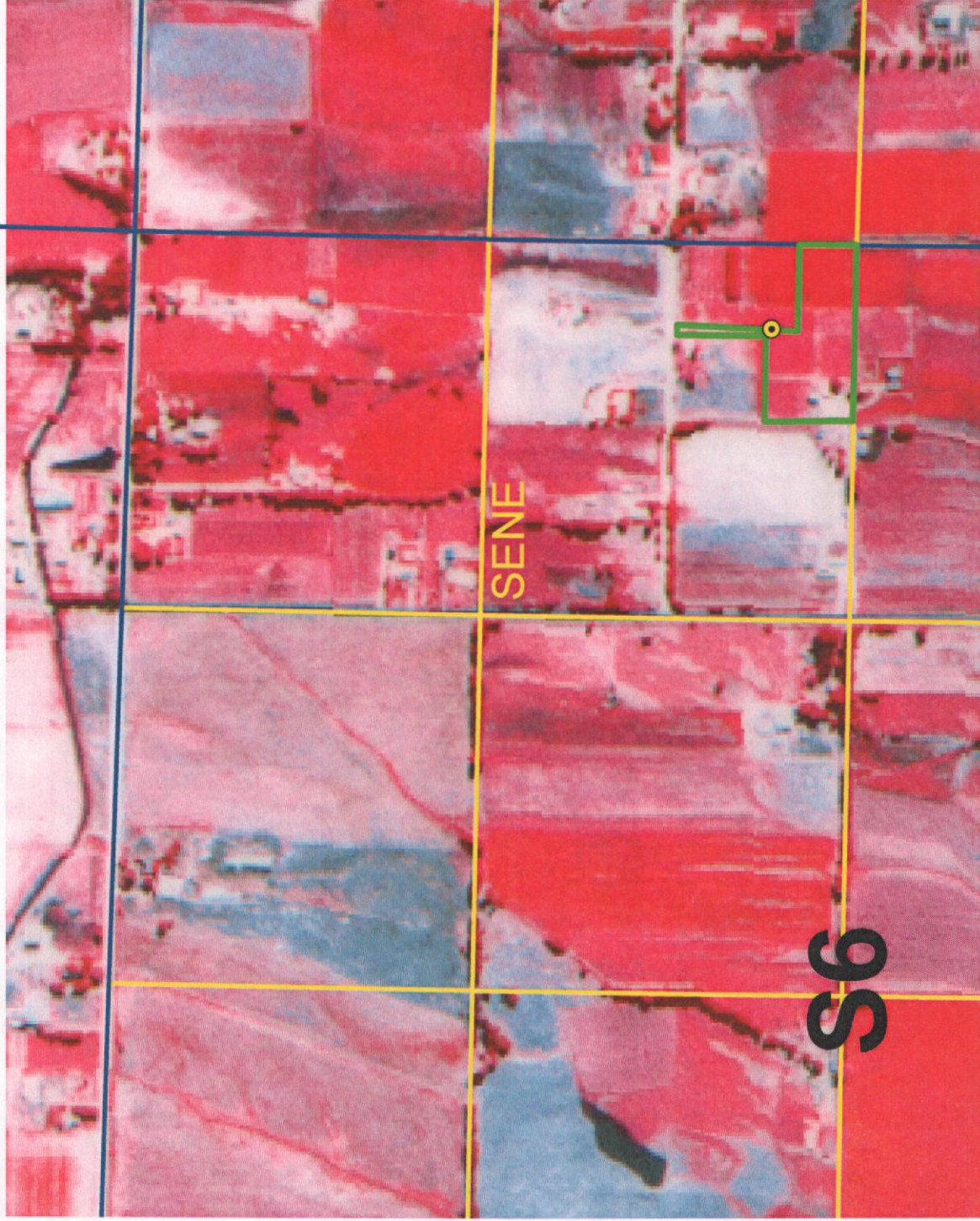
Point of Diversion

Acres Irrigated = 4.0

N



S



300 0 300 600 Feet

* Based on a conversation with Dave Larsen (#63-31893), this shape-1987 NAPP file is no longer valid (see Conversation Memo, 11/28/05).

**Ada County Assessor
Land Records/GIS****Main Menu**

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[FAQ](#)
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Property Search

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[Online Documents](#)

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Property Details for Parcel R0054005535 and Year 2006

2006 ▼

[Change Year](#)*Walker*[\[Back to Parcel Search\]](#) [\[Print View\]](#)[Details](#)[Valuation](#)[Tax Districts](#)[Characteristics](#)**Parcel:** R0054005535**Year:** 2006**Zone Code:** R-E**Total Acres:** 2**Tax Code Area:** 05-9**Property Description:**

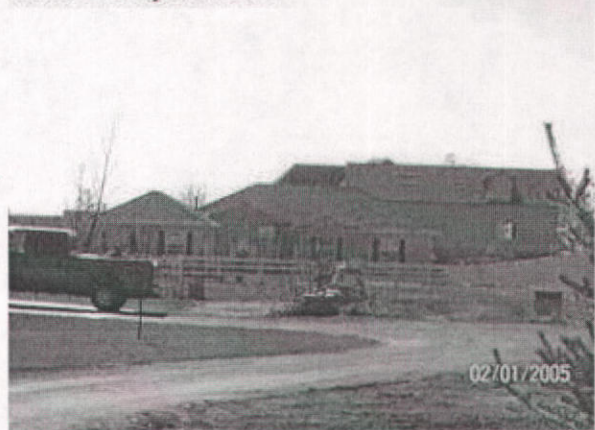
PAR #5535 S'LY & W'LY POR OF

LOT 17 & SE'LY POR OF LOT 18

ACADEMY PLACE

PARCEL B R/S 5196

#5544-B

Ada County Assessor[View Interactive Map of this Parcel](#)**Address:** 1655 W RUSH RD EAGLE , ID 83616**Subdivision:** ACADEMY PLACE**Land Group Type:** SUB**Township/Range/Section:** 4N1E06[Contact Us](#) | [Disclaimer](#)

**Ada County Assessor
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Property Details for Parcel R0054005560 and Year 2006

2006 ▼

[Change Year](#)

Schaal

[\[Back to Parcel Search\]](#) [\[Print View\]](#)

[Details](#)

[Valuation](#)

[Tax Districts](#)

[Characteristics](#)

Parcel: R0054005560
Year: 2006
Zone Code: R-E
Total Acres: 1.97
Tax Code Area: 05-9
Property Description:
PAR #5560 OF LOT 18

ACADEMY PLACE
PAR II R/S #2919
#5545-S
#94060008-09



[View Interactive Map of this Parcel](#)

Address: 2128 N MOONCREST LN EAGLE , ID 83616
Subdivision: ACADEMY PLACE
Land Group Type: SUB
Township/Range/Section: 4N1E06

[Contact Us](#) | [Disclaimer](#)

Idaho Department of Water Resources

T04N, R01E,
S6

Claim No: 63-07117

Prepared By: Kimberly Brown

Date: March 23, 2004



● Point of Diversion



Place of Use



Section Lines



1/4 1/4

Acres Irrigated = 7.5



0 0.1 0.2 0.3 0.4 Miles

1987 NAPP

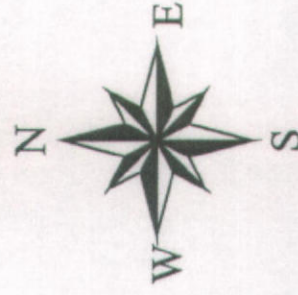
Idaho Department of Water Resources

**T04N, R01E,
S6**

Claim No: 63-07117
Prepared By: Kimberly Brown
Date: March 23, 2004



- Point of Diversion
- Place of Use
- Section Lines
- 1/4 1/4



1987 NAPP

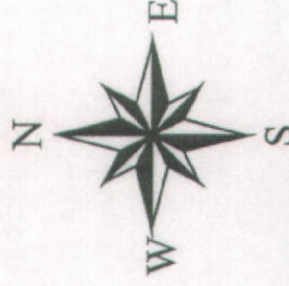
Idaho Department of Water Resources

**T04N, R01E,
S6**

Claim No: 63-07117
Prepared By: Kimberly Brown
Date: March 23, 2004



- Point of Diversion
- Place of Use
- Section Lines
- 1/4 1/4



1987 NAPP

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 63-31892
Date Received: 2/14/1991
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CAROL VAUGHN
5339 N LIVERPOOL
BOISE ID USA 83703

Phone: (208) 853-5335

2. Date of Priority: 06/24/1968

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	01E	6	SE NE	ADA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.09	20.1

7. Total Quantity Appropriated is:
0.09 C.F.S. and/or 20.1 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
04N	01E	6	SE	NE	IRRIGATION	4.5
					Section Acres	4.5
					Total Acres	4.5

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:

This claim is the result of a split due to change in ownership for a portion of 63-7117. Should have been split previously. See additional remarks in 63-7117. DB

Current owner updated per ownership change documents received 4/15/2004. See notes in file.

15. Basis of Claim: License

2.14.91

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-7117

WATER RIGHT NUMBER: 63-7117

63-31892

Owner Type Name and Address
Original Owner GUY A GLASGOW

~~Current Owner~~ EAGLE, ID
~~DAVID W LARSEN~~
~~1661 RUSH RD~~
~~EAGLE, ID 83616~~
~~(208) 938-3159~~

Original Owner NAN RICK
1750 WASHAM RD
EAGLE, ID 83616
(208)939-6775

~~Current Owner~~ CAMI LARSEN
~~1661 RUSH RD~~
~~EAGLE, ID 83616~~
~~(208)938-3159~~

Carol
Vaughn

Priority Date: 06/24/1968

Basis: License

Status: Active

Source

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

~~FIRE PROTECTION~~

~~1/01 to 12/31~~

~~0.160 CFS~~

✓ IRRIGATION

4/01 to 11/01

0.158 CFS. 09

34.00 AF

20.1 AF

Total Diversion:

0.160 CFS

34.00 AF

20.1 AF TOTAL

.09 cfs
total

Location of Point(s) of Diversion

GROUND WATER

SE1/4SE1/4NE1/4

Sec. 6, Twp 04N, Rge 01E, B.M.

ADA County

Place of Use

~~FIRE PROTECTION~~ Within ADA County

T04N R01E S06 SENE

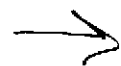
✓ IRRIGATION Within ADA County

T04N R01E S06 SENE

Total Acres: 2.5

4.5
4.5 total

Conditions of Approval:



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-7117

Remarks:

1. General Ownership change by DB 3/24/2004 → Should have been split.

Comments:Dates and Other Information:

Claim Received Date: 2/14/1991
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
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

Split created 5/4/04 to
correct previous ownership
chg.

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>
----------------	---------------------------	-----------------	---------------------------	-----------------	---------------

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

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 63-7117
Date Received: 2/14/1991
Receipt No: C019657
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DAVID W LARSEN
1661 RUSH RD
EAGLE ID USA 83616

Phone: (208) 938-3159

CAMI LARSEN
1661 RUSH RD
EAGLE ID USA 83616

Phone: (208) 938-3159

2. Date of Priority: 06/24/1968

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	01E	6	SE	SE	NE	ADA	

5. Description of diverting works:

WELL, 8" CASING, 38' DEEP, 5 HP SUBMERSIBLE PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.15	34
FIRE PROTECTION	1/01	12/31	0.16	

7. Total Quantity Appropriated is:

0.16 C.F.S. and/or 34 A.F.A.

8. Total consumptive use:

See pg. 2

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	01E	6	SE	NE	FIRE PROTECTION	
			SE	NE	IRRIGATION	7.5
					Section Acres	7.5
					Total Acres	7.5

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:

Ownership change by DB 3/24/2004

15. Basis of Claim: License

* Should have been split. Larsen only has
3 acres. See 63-31892 + 63-31893.

DB
5/4/04

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

RECEIVED

DEC 05 2003

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
	A63-7117	Yes			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *-NO FEE FOR pending Adjudication claim*
- 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)

② Guy Glasgow
 ① Carol F. Vaughan
 ③ Robert Williams

NAN Riddle / Guy A. Glasgow

1750 Washburn Rd. Eagle, ID 83616

4. New Owner/Claimant(s)

David W. & Cami Larsen

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

New Mailing Address

1661 Fresh Road

City, State and ZIP Code

Eagle, ID. 83616

New Telephone Number

(208) 938-3159

5. Date you acquired the property

Oct. 30th, 2003

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number	<u>A63-7117</u>	
Irrigation	<u>.16 / .16</u>	<u>3 acres</u>
Stock		
Domestic		
Other <u>fire protection</u>		
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 Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) *[Signature]*
(include title if applicable) Lami Larson

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 <u>DH</u>	Date <u>12-5-03</u>	Fee <u>N/A</u>
Received by _____	Date _____	Receipt No. _____
Processed by _____	AJ Date _____	WR _____ Date _____

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/04/03 04:19 PM
DEPUTY Bonnie Oberbiller
RECORDED - REQUEST OF
Title One
AMOUNT 3.00



TitleOne
THE NATIONAL COMPANY

Order No.: A0324272

DR/TZ

RECEIVED

MAR 08 2004

WATER RESOURCES
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED,

BRANDON WALKER BUILDING, LLC, an Idaho Limited Liability Company

The Grantor(s), do(es) hereby grant, bargain sell and convey unto

DAVID W. LARSEN and CAMI LARSEN, HUSBAND AND WIFE

whose current address is 1661 WEST RUSH ROAD EAGLE, ID 83616

the Grantee(s), the following described premises, in Ada County, Idaho, TO WIT:

Lot 17A of Record of Survey No. 5196 recorded November 17, 2000, being a portion of Lot 17 of ACADEMY PLACE SUBDIVISION, according to the official plat thereof, filed in Book 4 of Plats at Page(s) 155, official records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

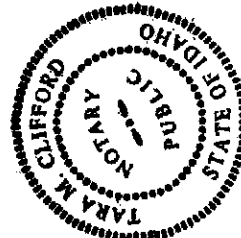
Dated: 12/02/03

Brandon Walker
Brandon Walker, Member

STATE OF IDAHO
COUNTY OF ADA

ON THIS 1ST DAY OF DECEMBER, IN THE YEAR 2003, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Brandon Walker, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OR MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON(S) WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Tara M Clifford
Tara M Clifford
COMMISSION EXPIRES: 6-18-04
RESIDING AT: Meridian, ID



Information Search (WR/AJ)

B	Se...	S	V	Source Table	Basis	Status	Priority	Date	DL	Source List	Water Use List	Owner List	Applic...
63	7117			wrAdjudicationClaim	License	Active	1968-06-24	0.16	GROUND WA...	FIRE PROTEC...	LARSEN, CAMI...		
63	7117	1		wrAdjudicationRecommendation	License	Active	1968-06-24	0.16	GROUND WA...	FIRE PROTEC...	LARSEN, CAMI...		
63	7117			wrWaterApplication		Closed	1968-06-24	0.16	GROUND WA...	FIRE PROTEC...	GLASGOW, G...		34276
63	7117			wrWaterRight	License	Active	1968-06-24	0.16	GROUND WA...	FIRE PROTEC...	GLASGOW, G...		
63	7117			wrWaterPermit		Closed	1968-06-24	0.16	GROUND WA...	FIRE PROTEC...	GLASGOW, G...		

The number of records is 5

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[Print Proof Report](#)

[Print Transfer Part 2](#)

Parameters

Results

[Show References](#)

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[Previous Steps](#)

Screen ID 446

Contains commands for working with the selected items.

To: Sally Denise
Active claim & Recommendation.

RECEIVED
APR 15 2004
WATER RESOURCES
WESTERN REGION



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

661 S. Rivershore Lane, Suite 110 / Eagle, Idaho 83616 / (208) 938-8075

RECEIVED

JAN 14 2003

Department of Water Resources

RECEIVED

APR 15 2004

WATER RESOURCES
WESTERN REGION

January 13, 2003

Department of Water Resources
1301 N. Orchard
Boise, ID 83706-2237
Att: Sharla Curtis

Re: Escrow No.: 224315
Buyers: Robert Williams and Rachelle Williams
Sellers: Carol Vaughn, Exchangor and Pioneer 1031 Company
Property: 1661 W. Rush Rd.
Eagle, Idaho 83616

:

Notice of Change in Water Rights Ownership, Copy of Plat Map of the Property, Certified Copy of the Signed Warranty Deed, Copy of the Recorded Original to follow.

If you have any questions, or if we can be of further assistance, please do not hesitate to contact us.

Very Truly Yours.

PIONEER TITLE COMPANY OF ADA COUNTY

Cammy Baldwin
Escrow Officer

Enclosures

cb:th

RECEIVED

JAN 14 2003

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

Department of Water Resources

RECEIVED

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

APR 15 2004

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right. **WESTERN REGION** 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
	A63-7117	✓			

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

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

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

Carol Vaughn

5339 N Liverpool Ave Boise 83703

4. New Owner/Claimant(s)

Robert C. & Rachelle A. Williams

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

New Mailing Address

1661 W. Rush Rd

City, State and ZIP Code

Eagle Id 83616

New Telephone Number

(208) x 939-4185

5. Date you acquired the property

11/9/03

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>A63-7117</u>		
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	<u>.06 cfs</u>	<u>3 acres</u>
Stock		
Domestic		
Other <u>Fire protection</u>	<u>.06 cfs</u>	
Total	<u>~~.06~~ .06 cfs</u>	

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)


Rachelle Williams

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 DB Date 4-15-04 Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

661 S. Rivershore Lane, Suite 110 / Eagle, Idaho 83616

(208) 938-8075

CERTIFIED TO BE A TRUE
AND CORRECT COPY OF THE
ORIGINAL

PIONEER TITLE COMPANY

BY: Camille A. Baldwin

*Copy of recorded
Original to
follow:*

WARRANTY DEED

For Value Received CAROL VAUGHN, an unmarried person

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Robt ROBERT WILLIAMS and RACHELLE WILLIAMS, Husband and Wife

hereinafter referred to as Grantee, whose current address is 462 N. Cove Colony Way, Eagle, ID 83616
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

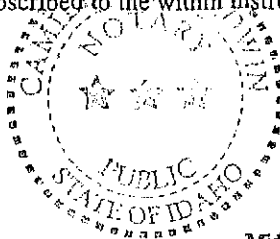
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: January 7, 2003

Carol Vaughn
Carol Vaughn

STATE OF IDAHO. County of Ada, ss.

On this 8TH day of January, in the year of 2002, before me Camille A. Baldwin, notary public personally appeared Carol Vaughn known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Middleton, Idaho
Commission Expires 07-21-2003

Camille A. Baldwin

Camille A. Baldwin
Notary Public of Idaho
Residing at Middleton, Idaho
Commission expires: July 21, 2003

EXHIBIT A

Lot 17A of Record of Survey No. 5196 recorded November 17, 2000, being a portion of Lot 17 of Academy Place Subdivision, according to the plat thereof, filed in Book 4 of plats at page 155, records of Ada County, Idaho.

flw
RW

RECEIVED

JAN 14 2003

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

Department of Water Resources

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

RECEIVED

APR 15 2004

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. Check one: ☐ **WESTERN REGION** ☐ **SOUTHERN REGION**. 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
	A63-7117				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) Original Owner: Guy A Glasgow
Former owner: Nan Rick, 1750 Washam Rd, Eagle ID 83616
4. New Owner/Claimant(s) Carol P. Vaughn
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 5339 N Liverpool Ave
- City, State and ZIP Code Boise, ID 83703
- New Telephone Number (208) 853-5335
5. Date you acquired the property 2/18/99

RECEIVED

JUN - 6 2002

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

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
	A63-7117				

RECEIVED

APR 15 2004

WATER RESOURCES
WESTERN REGION

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) Original Owner: Guy A Glasgow
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4. New Owner/Claimant(s) Carol P. Vaughn
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 5339 N Liverpool Ave
- City, State and ZIP Code Borise, ID 83703
- New Telephone Number (208) 853-5335
5. Date you acquired the property 2/18/99

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

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

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

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

Cara D. Vaughan

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 _____

RECEIVED

JUN - 6 2002

PIONEER TITLE COMPANY

OF ADA COUNTY

DATE:
01/31/02

8151 W. Rifleman
Boise, Idaho 83704
Phone (208) 377-2700
Fax (208) 373-3675



821 W. State
Boise, Idaho 83702
Phone (208) 377-2700
Fax (208) 384-9936

Package For:

**VOGT REAL ESTATE
ATTN: JOHN VOGT
3632 W. BEACON LIGHT ROAD**

RECEIVED

APR 15 2004

WATER RESOURCES
WESTERN REGION

Property Address:
1661 WEST RUSH ROAD

Listing Package

- Taxes
- Plat Map
- Deed
- Deed of Trust
- Restrictive Covenants

Listing Package Request

Thanks For Choosing Pioneer Title Company!

You can now order Farming Packages through our E-Mail

ada@pioneertitleco.com Or visit our Web Site @

www.Pioneertitleco.com

The attached copies are for information only and Pioneer Title Company implies no warranty of any kind pertaining to information contained herein



PARCEL INFORMATION

Year 2002	Property Type Real	Status Active	Physical Inspection Date 02/08/2000	☐ Drop HOE
Parcel # R0054005544	Sub Property Type None	Primary Code Area 05-9 Districts	Appraisers Initials KRM Details	☐ Bankruptcy
				☐ Circuit Breaker
				☐ Urban Renewal
				☐ Ownership Change
☐ Property Desc.		☒ Cancel		Help

PHYSICAL LOCATION

Property Address	1661 W RUSH RD		
	EAGLE ID 83616-0000		
Group Type	SUB	Group #	005400
Description	ACADEMY PLACE		
Section/Township/Range	06 4N 1E		
Zoning Code	R-E		

OWNER INFORMATION

Name	VAUGHN CAROL		
	☐ Add'l Info		
Mailing Address	5339 N LIVERPOOL AVE		
	BOISE ID 83703-0000		

PARCEL VALUES

	Active	Assessment Roll	Property Occupancy	State Category Code	Acreage	Assessed Value	Valuation Method	Total Parcel Values
	Active	Primary	Non-Occupancy	200	5.000	81,300	MARKET	Assessed Amt 81,300
								Taxable Amt 81,300

Lar



State Parcel #	000060000179
Property Description	PAR #5544 OF LOTS 17 & 18
	ACADEMY PLACE
	PAR 1 R/S 82919

☒ Cancel☒ Manufactured

Parcel Suffix	Parcel #	Street #	Pre Dir.	Street Name	Street Suffix	Post Dir.	Unit Type	Unit #	City	State	Zip Code	Code Area #	Assess Roll
	R0054005544	1661	W	BUSH	RD				TABLE	Idah	83616-0	05-9	Primary

Year 2002
Parcel # R0054005544

? Help Cancel

Reappraisal Year 2000

Appraisers Initials KRM

Inspection Date 02/08/2000

MLS Area 900

Assessed Acres

State Category Code

Value per:

Residential

5.000

200

65,000.00

C Ft C Ac C Lot

Commercial

0.000

0

0.00

C Ft C Ac C Lot

Other

0.000

0

0.00

C Ft C Ac C Lot

Street Description

None

Utilities

None

Water

None

Sewer

None

Offsite Impr Curb/Gutters

Offsite Impr Sidewalks

Neighborhood Type

Neighborhood Condition

Topography

Water

View

*None

Values

Date 00/00/0000

Price 0

Sales Code

None

Residential

61,300

Commercial

0

Other

0

Select

X



VAUGHN CAROL

5339 N LIVERPOOL AVE

BOISE ID 83703-0000

Bank Code

Details

☐ PrePa

Code Area

05-9

☐ SubA

Interest Date

1/31/02

Calculate

Total Due

518.51

Year	Amount Due Full Year	Amount Due 1st Half	Amount Due 2nd Half	Tax/Cert Full Year	Late Charge Full Year	Fees Full Year	Interest Full Year	Tax/Cert 1st Half	Late 1st
2001	518.51	0.00	518.51	517.51	0.00	1.00	0.00	0.00	0.00
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1998	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1997	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1995	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Public Pre-Paid Tax Summary

Year	Assessment Roll	Date Due	Total Payments	Tax Charge	Tax Payment	Tax Adjustment	Cert Charge	Cert Payment	Cert Adjustment
2001	Primary	12/20/01	-545.53	1056.54	-541.78	0.00	5.50	-2.75	0.00
2000	Primary	12/20/00	-858.57	839.62	-839.62	0.00	5.50	-5.50	0.00
1999	Primary	12/20/99	-726.88	716.38	-716.38	0.00	5.50	-5.50	0.00
1998	Primary	12/20/98	-757.34	746.84	-746.84	0.00	5.50	-5.50	0.00
1997	Primary	12/20/97	-762.82	753.32	-753.32	0.00	4.50	-4.50	0.00
1996	Primary	12/20/96	-749.88	740.38	-740.38	0.00	4.50	-4.50	0.00
1995	Primary	12/20/95	-271.72	1739.02	-271.72	-1467.30	0.00	0.00	0.00

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &
ESCROW CORP.**

READ & APPROVED BY GRANTEE(S): SH

SPACE ABOVE THIS LINE FOR RECORDING DATA

(5544)

Order No.: 99080227 SRC-PB

WARRANTY DEED

FOR VALUE RECEIVED STEPHANIE HONE, AN UNMARRIED PERSON

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto CAROL VAUGHN,
AN UNMARRIED WOMAN

GRANTEE(S), whose current address is: 5339 N. LIVERPOOL AVE., BOISE, ID 83703
the following described real property in ADA County, State of Idaho, more particularly
described as follows, to wit:

As set forth on the attached EXHIBIT "A", which by this
reference becomes a part hereof.

ALLIANCE TITLE

ADA COUNTY RECORDER
DAVID NAVARRO
1999 FEB 19 AM 10:40

RECORDED-REQUEST OF

FEE 90 DEPUTY

99016438

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: February 18, 1999

Stephanie Hone
STEPHANIE HONE

STATE OF IDAHO)
COUNTY OF ADA)

On this 19th day of February, in the year of 1999, before me, the undersigned, a Notary
Public in and for said State, personally appeared STEPHANIE HONE

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and
acknowledged to me that he/she/they executed the same.

Signature: Pamela J. Bigelow

Name: PAMELA J. BIGELOW

(type or print)

Residing at: BOISE, IDAHO

My Commission Expires: 01/12/00

EXHIBIT "A"

Parcel I of Record of Survey No. 2919 recorded July 14, 1994 as Instrument No. 94066892 and being described as follows:

A parcel of land being a portion of Lots 18 and 17 of ACADEMY PLACE SUBDIVISION, situated in the Northwest quarter of Section 6, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, as shown on Record of Survey No. 975, filed as Instrument No. 8664367 in the offices of the Ada County Recorder, more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 18 a point marked by a half inch iron pin; thence along the West line of said Lot 18
South 00 degrees 20'50" East 317.16 feet to THE POINT OF BEGINNING, marked by a half inch pin; thence continuing
South 00 degrees 20'50" East 317.15 feet to the Southwest corner of said Lot 18, marked by a half inch iron pin; thence along the South line of said Lots 17 and 18
North 89 degrees 36'06" East 628.12 feet to the Southeast corner of said Lot 17, said point also being the East quarter corner of said Section 6; thence along the East line of said Lot 17, said line also being the East line of said Section 6
North 00 degrees 20'28" West 632.66 feet to the Northeast corner of said Lot 17; thence along the North line of said Lot 17
South 89 degrees 45'09" West 330.63 feet to the Northwest corner of said Lot 17; thence along the lot line common to said Lots 17 and 18
South 00 degrees 20'40" East 316.77 feet to a point; thence leaving said lot line
South 89 degrees 40'36" West 297.55 feet to THE POINT OF BEGINNING.

EXCEPT the following described parcel:

A parcel of land situated in a portion of Adjusted Lot 17 as shown on Record of Survey No. 975, recorded October 24, 1986 as Instrument No. 8664367, said parcel also being referred to as Parcel II on Record of Survey No. 2919 recorded July 14, 1994 as Instrument 94066892, and said parcel also being a part of Lot 18 of ACADEMY PLACE SUBDIVISION, according to the Official Plat thereof, filed on Book 4 of Plats at Page 155, records of Ada County, Idaho, said parcel commonly referred to as Lot 17A, and said parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 18; thence along the West line of said Lot 18
South 00 degrees 20'50" East 317.16 feet to THE POINT OF BEGINNING; thence continuing
South 00 degrees 20'50" East 317.15 feet to a point, said point

Continuation of Exhibit A

Order No.:99080227 SRC

being the Southwest corner of said Lot 18; thence
along the South line of said Lot 18
North 89 degrees 36'06" East 270.73 feet to a point; thence
North 00 degrees 20'40" West 316.80 feet to a point; thence
South 89 degrees 40'36" West 270.74 feet to the POINT OF
BEGINNING.

Return to:
WASHINGTON FEDERAL SAVINGS
BROKERAGE-ID Office
PO Box 1460
Boise ID 83701
Attn:

ALLIANCE TITLE
ADA COUNTY RECORDER
DAVID NAVARRO
BOISE, IDAHO

1999 FEB 19 AM 10:40

RECORDED - REQUEST OF
FEE 31⁰⁰ DEPUTY
99013439

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 18th, 1999

The grantor is

CAROL VAUGHN, AN UNMARRIED PERSON

("Borrower").

The trustee is ALLIANCE TITLE & ESCROW CORP.

("Trustee"). The beneficiary is WASHINGTON FEDERAL SAVINGS, which is organized and existing under the laws of The United States of America, and whose address is

1001 W Idaho St, Boise, Idaho 83702

("Lender"). Borrower owes Lender the principal sum of

SEVENTY TWO THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100S

Dollars (U.S. \$72,375.00). 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 March 1st, 2004

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (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:

AS PER ATTACHED EXHIBIT "A", AND BY THIS REFERENCE INCORPORATED HEREIN

which has the address of 1661 EAST RUSH ROAD

[Section]

EAGLE

[City]

Idaho 83616 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seized of the estate hereby conveyed and has the right to grant and convey the property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower's Initials CV

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. Section 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. 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. 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 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 forfeiture of any part of the Property; 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 judgement 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 12, 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 requires 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 any premiums required to 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.

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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 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 at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, 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, and any other matters required to be included in the notice by applicable law. 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.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, 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 the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of 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 or to the clerk of the superior court of the county in which the sale took place.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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 twenty 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)]

☐ Condominium Rider

☐ 1-4 Family Rider

☒ Planned Unit Development Rider

☒ Other(s) [specify]

Addendum to Uniform Deed of Trust

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


CAROL VAUGHN

(Over for notary acknowledgments)

STATE OF Idaho

098 207 218008-8

COUNTY OF Ada

I certify that I know or have satisfactory evidence that

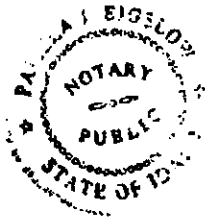
Carol Vaughn

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2/19/97

(Seal or Stamp)



Pamela E. Bigelow

(Signature)

Notary Public in and for the State of Idaho
residing at Bonne

My commission expires 1-12-2000

STATE OF

COUNTY OF

I certify that I know or have satisfactory evidence that

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

(Type of Authority, e.g., Officer, Trustee)

of

(Name of the Party on Behalf of Whom the Instrument was Executed)

to be the free and voluntary act of each party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or Stamp)

(Signature)

Notary Public in and for the State of _____
residing at _____

My commission expires _____

ADDENDUM TO UNIFORM DEED OF TRUSTDate: February 18th, 1999

Addendum attached to and forming part of the Deed of Trust ("Security Instrument") of even date by and between _____

CAROL VAUGHN, AN UNMARRIED PERSONas Grantor/Borrower; ALLIANCE TITLE & ESCROW CORP.as Trustee; and WASHINGTON FEDERAL SAVINGS as Beneficiary/Lender.**1. OCCUPANCY OF THE PROPERTY BY BORROWER.**

There are two alternative covenants stated below which refer to occupancy of the Property by the Borrower, and only one alternative shall be a part of this Addendum. Lender has determined which alternative is a covenant of the Borrower by checking below the appropriate box opposite the paragraph immediately preceding the paragraph Lender has determined to be applicable to Borrower, and Borrower has agreed to this chosen alternative by executing this Addendum to the Security Instrument and pursuant to the terms of Lender's loan commitment.

- ☐ Occupancy of Property by Borrower Required. Uniform Covenant 6 of the Security Instrument is amended by deleting the first sentence and adding the following language:

"Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty (60) 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 and in its sole discretion; provided, however, that if the loan evidenced by the Security Instrument is a 'custom' construction loan as defined by a Construction Loan Agreement between Lender and Borrower, then Borrower shall begin to occupy, establish and use the Property as Borrower's principal residence within sixty (60) days after receipt of Certificate of Occupancy, or similar official document, from the applicable governmental authority, unless Lender in its discretion agrees in writing to waive any governmental requirement. Borrower acknowledges that Uniform Covenant 6, as here amended, is required by Lender in consideration of Lender extending Borrower an 'Occupancy Note Rate' which is less than the prevailing 'Non-Occupancy Note Rate'. If Borrower shall default on the terms of occupancy as stated above, Lender may elect, at its option and notwithstanding any other terms of the Security Instrument to the contrary, any of the following remedies: (a) Lender may accelerate the terms of the Note and, upon fifteen (15) days notice, call the loan immediately due and payable in full, and if Borrower fails to make payment in full, Lender may thereafter exercise any remedy permitted by the Security Instrument, including suit on the Note or foreclosure upon the Security Interest and the Property; or (b) Lender may adjust the interest rate on the Note (and any monthly payment occasioned by such adjustment) to Lender's 'Non-Occupancy Note Rate' which existed as of the date of the Note and Security Instrument and require further consideration for not calling the loan immediately due and payable, including but not limited to (i) having Borrower convey to Lender a Fannie Mae Multistate 1-4 Family Rider (Assignment of Rents) and (ii) having Borrower pay any amount of principal on the loan necessary (if at all) to make the loan conform to whatever loan-to-value ratio conditions Lender would have required of a 'Non-Owner-Occupied Loan' on the Property as of the date of the Note and Security Instrument."

- ☒ Occupancy of Property By Borrower Waived. Uniform Covenant 6 of the Security Instrument is amended by deleting the first sentence.

2. ADDITIONAL SPECIAL COVENANTS.**A. Lender's Right of Acceleration and Judicial Foreclosure.**

Uniform Covenant 18 and Non-Uniform Covenant 21 of the Security Instrument are amended by the addition of the following language, which shall modify the terms of Uniform Covenant 18 and Non-Uniform Covenant 21 to the extent set forth immediately below:

"Borrower acknowledges that the terms and conditions of Uniform Covenant 18 and Non-Uniform Covenant 21 are intended to avail Borrower of certain notice and reinstatement rights if Lender elects non-judicial foreclosure under its power of sale in the event of default, and that Borrower has a statutory right of redemption protecting Borrower in the event of judicial foreclosure. Therefore,

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notwithstanding any provision of Uniform Covenant 18 and Non-Uniform Covenant 21 of this Security Instrument, if Lender, at its own option, elects to accelerate the Security Instrument by commencement of judicial foreclosure for any default or breach by Borrower, the Borrower shall not have the right of reinstatement or entitlement to certain notices as provided for in Uniform Covenant 18 and Non-Uniform Covenant 21."

- B. **Reconveyance After Payment of Loan in Full.** Non-Uniform Covenant 22 of the Security Instrument is revised to read as follows:

"22. **Release or Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release or reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release or reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and reasonable trustee's fee for release or reconveyance."

- C. **Mandatory Flood Insurance for Property in Special Flood Hazard Areas.** Uniform Covenants 2 and 5 are modified so as to add the following language which affects both covenants:

"If the Property is now or shall ever during this loan be determined by the Federal Emergency Management Agency (FEMA), or its successor agency, to be within a Special Flood Hazard Area (SFHA), then to the extent flood insurance is available for the Property, Lender will require, upon notice to Lender of such determination, that adequate flood insurance be maintained for the improvements of the Property at Borrower's expense, and Lender shall be entitled to collect, as part of the Funds defined under Covenant 2, and to the extent authorized by federal law and regulation, "Escrow Items" (reserves) for flood insurance premiums; and if Borrower does not voluntarily pay for the flood insurance as part of said Funds, Lender shall be entitled to obtain "forced place" flood insurance coverage for the Property improvements and, in so doing, either capitalize the cost of such coverage to the principal balance of the loan or apply the payment as a "negative reserve", whereupon Borrower shall be in default of this Security Instrument.

- D. **"Custom" Construction Loans.** If this Security Instrument secures permanent financing to construct or remodel a residential dwelling on the Property ("custom" construction loan), then the Construction Loan Agreement & Assignment of Account signed by Borrower along with this Security Instrument and Addendum shall be incorporated by reference in and be a part of this Security Instrument, and any default or breach by Borrower of the Construction Loan Agreement & Assignment of Account shall constitute a default or breach of this Security Instrument, thereby entitling Lender to any and all remedies allowed by the Security Instrument and applicable law for such default or breach. If this is a "custom" construction loan, the debt secured by this Security Instrument shall include any additional advance hereinafter made which is not evidenced by the Note and the statement of principal amount at page 1 of the Security Instrument; provided, however, that no additional advance shall be made to Borrower or secured by this Security Instrument unless the same is approved by Lender incident to a separate loan commitment made at Lender's sole discretion after satisfactory application which provides, in part, a showing of circumstances which were unforeseen or incapable of being foreseen on or prior to the origination of the initial loan amount. Such additional advance shall be evidenced by an Additional Advance Note and Consolidation Agreement and Notice of Advance to be recorded, together with title insurance coverage insuring the first lien position of Lender as to the combined amount of the Note and Additional Advance Note.

- E. **E-Z Pay Option.** If Borrower elects the E-Z Pay option at the inception of this loan, then Lender shall temporarily defer the two hundred dollar (\$200) payment processing charge which is otherwise due and payable in full at closing. However, if at any time, Borrower's E-Z Pay bank account has insufficient funds to cover a payment when due, or if Borrower's E-Z Pay bank account is closed or otherwise becomes unavailable to Lender for the payment of the loan, or in the event Borrower elects, at any time, to terminate the E-Z Pay option, then Lender may reinstate and demand the two hundred dollar (\$200) payment processing charge from Borrower in which event this charge shall then be due and payable in full. Lender shall inform Borrower of this election in writing and Lender may, at Lender's option, either require Borrower to pay the payment processing charge within 10 days of receipt of written notice or add the amount of the charge to the remaining principal balance of the loan. If the charge is added to the loan, then it shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the Note rate and shall be payable in accordance with the terms of the Note.

- F. **Hazard, Property, or Flood Insurance.** Without affecting the language contained in Covenants 2, 5, and 7 of the Security Instrument and paragraph C above, Borrower is advised as follows:

WARNING

Unless Borrower provides Lender with evidence of the insurance coverage as required by the deed of trust or loan agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest. This insurance may, but need not, also protect borrower's interest. If the collateral becomes damaged, the coverage Lender purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that it has obtained property coverage elsewhere.

Borrower is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to the loan balance. If the cost is added to the loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date the prior coverage lapses or the date Borrower fails to provide proof of coverage.

The coverage Lender purchases may be considerably more expensive than insurance Borrower can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

- G. **Late Charges and Other Fees.** Lender may, at Lender's option, either require Borrower to pay any late charge for overdue payments or NSF/returned item fees related to any payments under the Note, or add the amount of any such charges or fees to the remaining principal balance of the loan. If these charges and/or fees are added to the loan, then they shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the Note rate and shall be payable in accordance with the terms of the Note.
- H. **Assignment of the Loan.** If Lender transfers its interest in or a right to receive loan payments under the Note secured by the Security Instrument, this Addendum, or any part of it, may be cancelled at the option of Lender and without advance notice to Borrower, and Lender may make and record any instrument, without signature of Borrower, which may be necessary to give record notice of such cancellation.



CAROL VAUGHN

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made on February 18th, 1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WASHINGTON FEDERAL SAVINGS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1661 EAST RUSH ROAD, EAGLE, ID 83616
 (Property address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the covenants, conditions and restrictions recorded 7-29-94 as Instrument #94070959

(the "Declaration"). The Property is a part of a planned unit development known as Academy Estates

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowner's association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owner's Association") and the uses, benefits and proceeds of Borrower's interest.

PUD Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owner's Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


CAROL VAUGHN

EXHIBIT "A"

Parcel I of Record of Survey No. 2919 recorded July 14, 1994 as Instrument No. 94066892 and being described as follows:

A parcel of land being a portion of Lots 18 and 17 of ACADEMY PLACE SUBDIVISION, situated in the Northwest quarter of Section 6, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, as shown on Record of Survey No. 975, filed as Instrument No. 8664367 in the offices of the Ada County Recorder, more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 18 a point marked by a half inch iron pin; thence along the West line of said Lot 18
South 00 degrees 20'50" East 317.16 feet to THE POINT OF BEGINNING, marked by a half inch pin; thence continuing
South 00 degrees 20'50" East 317.15 feet to the Southwest corner of said Lot 18, marked by a half inch iron pin; thence along the South line of said Lots 17 and 18
North 89 degrees 36'06" East 628.12 feet to the Southeast corner of said Lot 17, said point also being the East quarter corner of said Section 6; thence along the East line of said Lot 17, said line also being the East line of said Section 6
North 00 degrees 20'28" West 632.66 feet to the Northeast corner of said Lot 17; thence along the North line of said Lot 17
South 89 degrees 45'09" West 330.63 feet to the Northwest corner of said Lot 17; thence along the lot line common to said Lots 17 and 18
South 00 degrees 20'40" East 316.77 feet to a point; thence leaving said lot line
South 89 degrees 40'36" West 297.55 feet to THE POINT OF BEGINNING.

EXCEPT the following described parcel:

A parcel of land situated in a portion of Adjusted Lot 17 as shown on Record of Survey No. 975, recorded October 24, 1986 as Instrument No. 8664367, said parcel also being referred to as Parcel II on Record of Survey No. 2919 recorded July 14, 1994 as Instrument 94066892, and said parcel also being a part of Lot 18 of ACADEMY PLACE SUBDIVISION, according to the Official Plat thereof, filed on Book 4 of Plats at Page 155, records of Ada County, Idaho, said parcel commonly referred to as Lot 17A, and said parcel being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 18; thence along the West line of said Lot 18
South 00 degrees 20'50" East 317.16 feet to THE POINT OF BEGINNING; thence continuing
South 00 degrees 20'50" East 317.15 feet to a point, said point being the Southwest corner of said Lot 18; thence along the South line of said Lot 18
North 89 degrees 36'06" East 270.73 feet to a point; thence
North 00 degrees 20'40" West 316.80 feet to a point; thence
South 89 degrees 40'36" West 270.74 feet to the POINT OF BEGINNING.

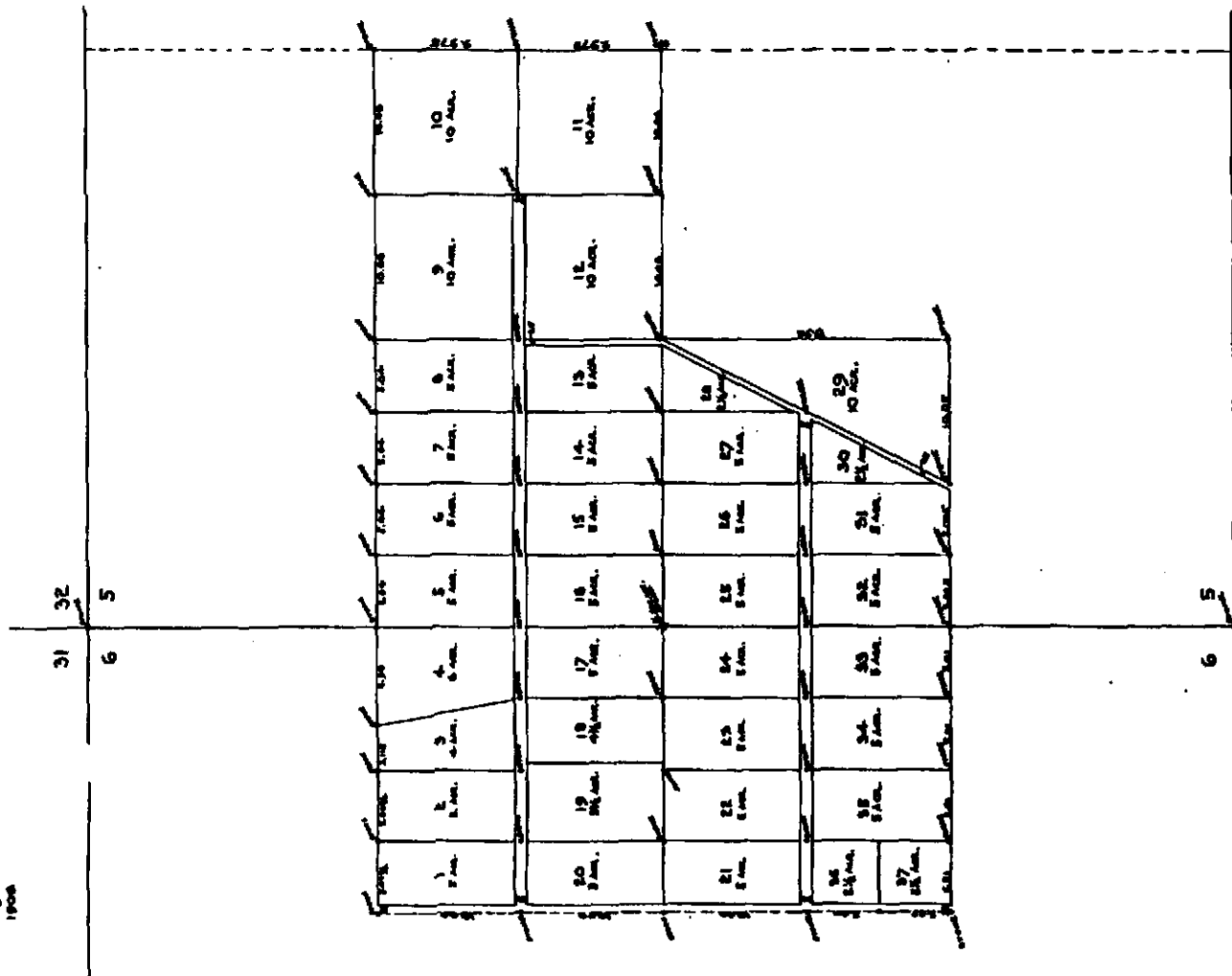
ACADEMY PLACE

SECS. 5 AND 6, T.4N,R.1E.

ADA CO., IDAHO.

SCALE 6 CM. TO 1 INCH.

1898
D. O. Thompson



Knew all members they present; That we, John W. Spauld and
J. L. Sillman are the owners of all property devised land to wit: Beginning
at the N.W. corner of J. P. Co.'s 1/2 of section 5 T. 16 N. E. Sec. 34, R. 20
that a distance of 2.03 ch. to a stone; thence south a distance of 198.80
ch. to a stone; thence east a distance of 25.00 ch. to a stake; thence south
a distance of 28.10 ch. to a stone; thence north a distance of 14.95 ch. to a
stone; thence south a distance of 20.14 ch. to a stone; thence North a
distance of 19.95 ch. to a stone; thence N. 89° 20' W. a distance of 140.15 ch.
to a stone; thence N. by beginning containing 2.00 acres more or less, that we do
hereby certify that our said plat, and subdivisions, &c., above described shall
stand as shown on Academy's map and dedicated to the use of the public for
even the streets as shown on the accompanying plat.

An witness whereof we have caused to set our hands this 20th day
of May, in the year of our Lord 1908. John W. Spauld

John H. Hefner
L. L. Hefner
Barnes

W. H. H. of Idaho, } ss.
County of Ada

County of New York, this 28th day of May in the year 1908 before me as a Justice of the Peace, County of New York, personally appeared the above named persons, known to be the persons whose names are subscribed to the above certificate and acknowledged to me that the contents of the same:

Are true and correct.

I have therefore set my hand and official seal to this certificate of the day and year in this certificate first above written.

W. Herbert R. Spear
Justice of the Peace

(SEAL)

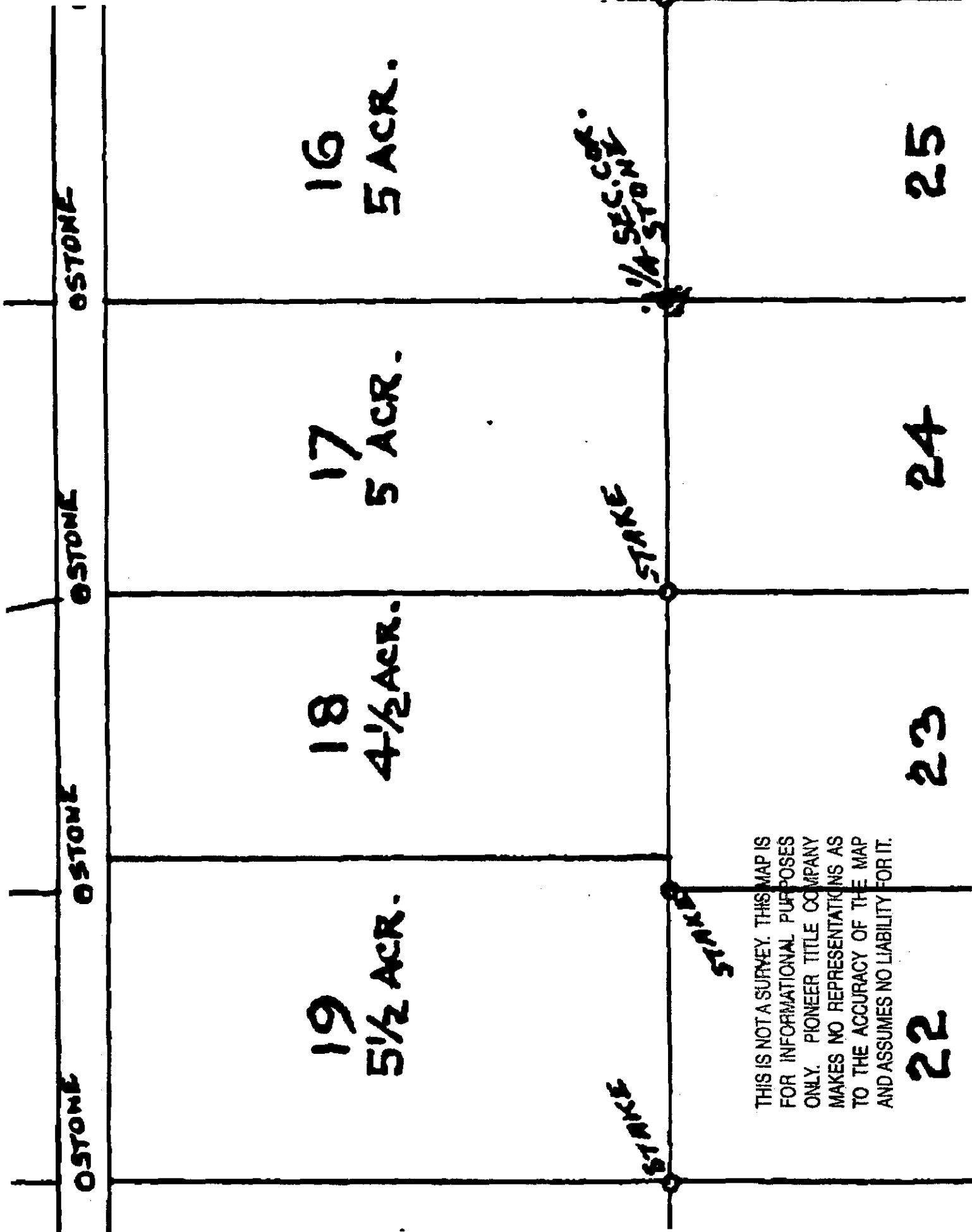
[illegible]

State of Idaho } S.S.
County of Ada }

of forty entries that this instrument was filed for record at
County of San Jose.

செய்து

THIS IS NOT A SURVEY. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. PIONEER TITLE COMPANY MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE MAP AND ASSUMES NO LIABILITY FOR IT.



19
5 1/2 ACR.

18
4 1/2 ACR.

17
5 ACR.

16
5 ACR.

22

23

24

25

THIS IS NOT A SURVEY. THIS MAP IS
FOR INFORMATIONAL PURPOSES
ONLY. PIONEER TITLE COMPANY
MAKES NO REPRESENTATIONS AS
TO THE ACCURACY OF THE MAP
AND ASSUMES NO LIABILITY FOR IT.

STONE

STONE

STONE

1/4 SEC. COR.

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: A63-07117
Date Received: 2/14/1991
Receipt No: CD19657
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: NAN RICK 208-939-6775
Address: 1750 WASHAM RD.
EAGLE, ID 83616

2. Date of Priority: JUN 24, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	01E	6	SE	SE	NE		ADA

5. Description of diverting works:
WELL, 8" CASING, 38' DEEP, 5 HP SUBMERSIBLE PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.150		34.00
FIRE PROTECTION	01/01	12/31	0.160		

7. Total Quantity Appropriated is:
0.160 C.F.S. (and/or) 34.00 A.F.A.

8. Total consumptive use is 26.3 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
04N	01E	6	SE	NE		IRR	7.5
			SE	NE		FIRE	

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	7.5
					Total Acres	7.5

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:
NONE

14. Remarks:

15. Basis of Claim: LICENSE

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 not ☒ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): *Tom Rick* Date: 2/14/91

Date: _____

State of Idaho)
County of Ada) SS.

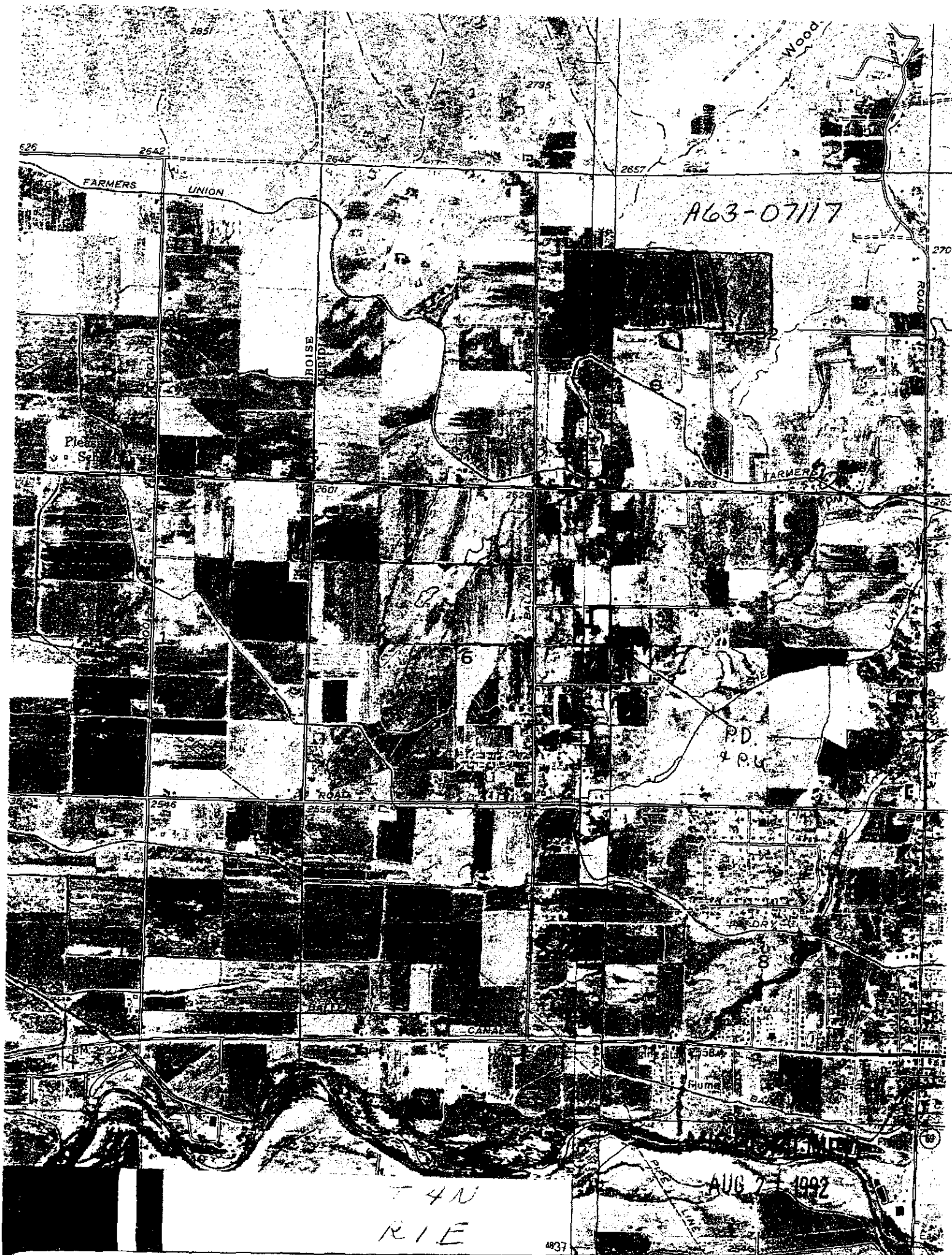
Subscribed and sworn (or affirmed) before me this 14th day

of February 19 91

Seal

Carter Fritschle
Notary Public

Carter Fritschle, Notary Public
Residing at Residing at Eagle, Idaho
My commission Expires March 21, 1994
My Commission Expires _____



11/16/2005

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

RIGHT NUMBER: 63-31892

NAME AND ADDRESS: CAROL VAUGHN
5339 N LIVERPOOL
BOISE ID 83703

SOURCE: GROUND WATER

QUANTITY: 0.080 CFS
18.000 AFY

PRIORITY DATE: 06/24/1968

POINT OF DIVERSION:

T04N R01E S6 SENE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 11/01

0.080 CFS

FIRE PROTECTION

01/01 12/31

18.00 AFY

0.160 CFS

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

PLACE OF USE:

IRRIGATION Within ADA County

T04N R01E S06 SENE 4.0

FIRE PROTECTION Within ADA County

T04N R01E S06 SENE

4 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

PROPERTY IS ALSO KNOWN AS PAR #5560 OF LOT 18 AND PAR #5535 S'LY & W'LY POR OF LOT 17 & SE'LY POR OF LOT 18, ACADEMY PLACE.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

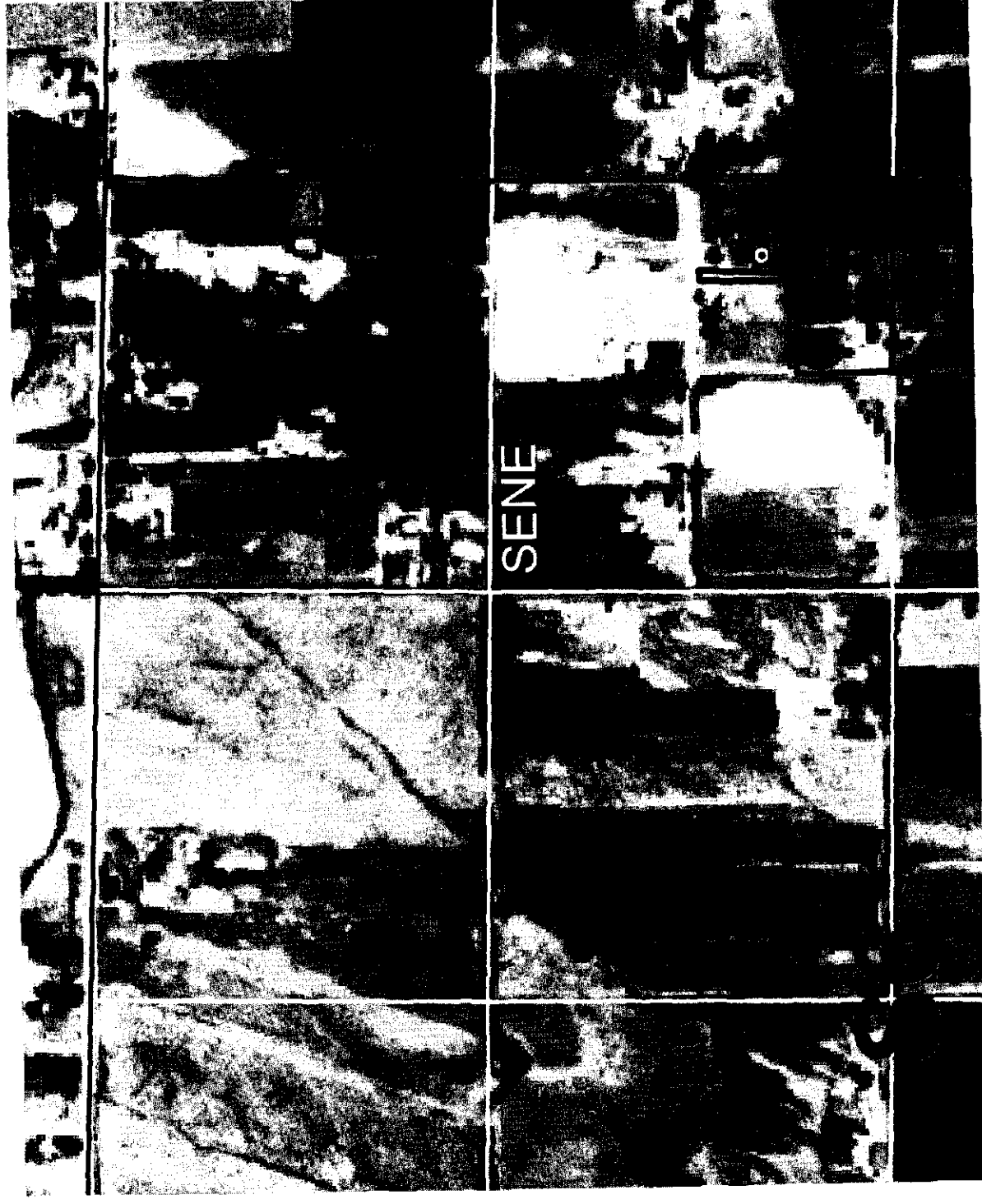
Idaho Department of Water Resources

T04N, R01E, S6

Claim No: 63-31892

Prepared By: Kimberly Brown

Date: December 7, 2005



Place of Use

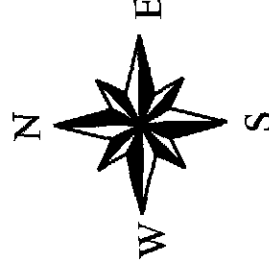


Section Lines

1/4 1/4

⊙ Point of Diversion

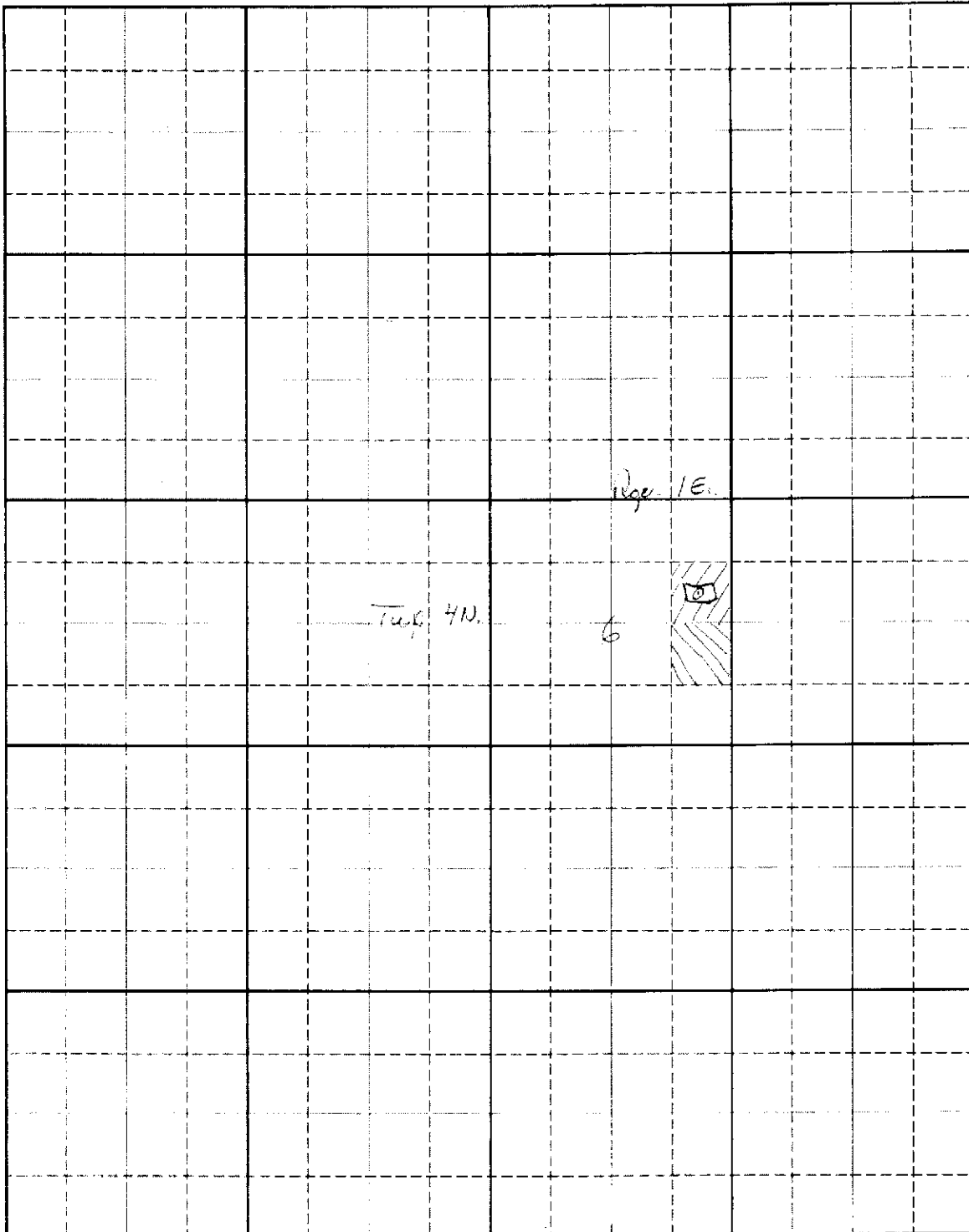
Acres Irrigated = 4.0



300 0 300 600 Feet

1987 NAPP

11. Map of proposed project:



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Guy A. Glasgow
(Applicant)

202-007

CONVERSATION MEMORANDUM

**RE: Snake River Basin Adjudication Water Right Nos. A63-31892 & -31893
Notice of Error Reply**

November 23, 2005

David Larsen called today and left a message for me to return his call.

November 28, 2005

After returning from the Thanksgiving holiday, I returned David Larsen's call (#938-3159) by leaving a message on his answering machine. Mr. Larson, who is the current owner of the 3-acre parcel of land covered by water right no. 63-31893 and recently received the Notice of Error packet in the mail, returned my call soon after I left the message on his machine. Mr. Larsen said that the only part of the preliminary recommendation that he disagrees with is the location of the point of diversion. Mr. Larsen said that the well is actually located more to the north-east of where I placed it on the 1987 NAPP shapefile he received in the mail. When I asked him to describe its actual location, Mr. Larsen said that it was located at the west end of the long, thin, rectangular shape of irrigated land that is located in the middle of his 3-acre parcel of property. Therefore, I changed my initial placement of the POD in ArcView (which was based on the project map attached to the Notice of Claim signed by Nan Rick in 1991) and repositioned it to the location that Mr. Larsen described.

In addition, during our conversation, Mr. Larsen informed me that his neighbors (more specifically, the two owners of the 4-acre parcel of land covered by #63-31892) have not used the well water for irrigation purposes for "years and years." He admitted that since this Notice of Error Reply was recently sent out, he is afraid that they will now want to use "his" well for their irrigation purposes; something that they have not yet done, but have become aware of the possibility. I informed Mr. Larsen that the previous owner, Carol Vaughn, was sent the other Notice of Error packet and that the current owners did not receive anything from us because they have yet to file a Change in Ownership form.

Kimberly Brown
Senior Water Resource Agent
Western Region

FOR Kimberly **Urgent** ☐
DATE 11-23 TIME 9:29 A.M.
P.M.

While You Were Out

M David Warren

OF _____

PHONE 938-3159
AREA CODE NUMBER EXTENSION

TELEPHONED		PLEASE CALL	☒
CAME TO SEE YOU		WILL CALL AGAIN	
RETURNED YOUR CALL		WANTS TO SEE YOU	

MESSAGE Re: 63-31893

SIGNED _____  9711

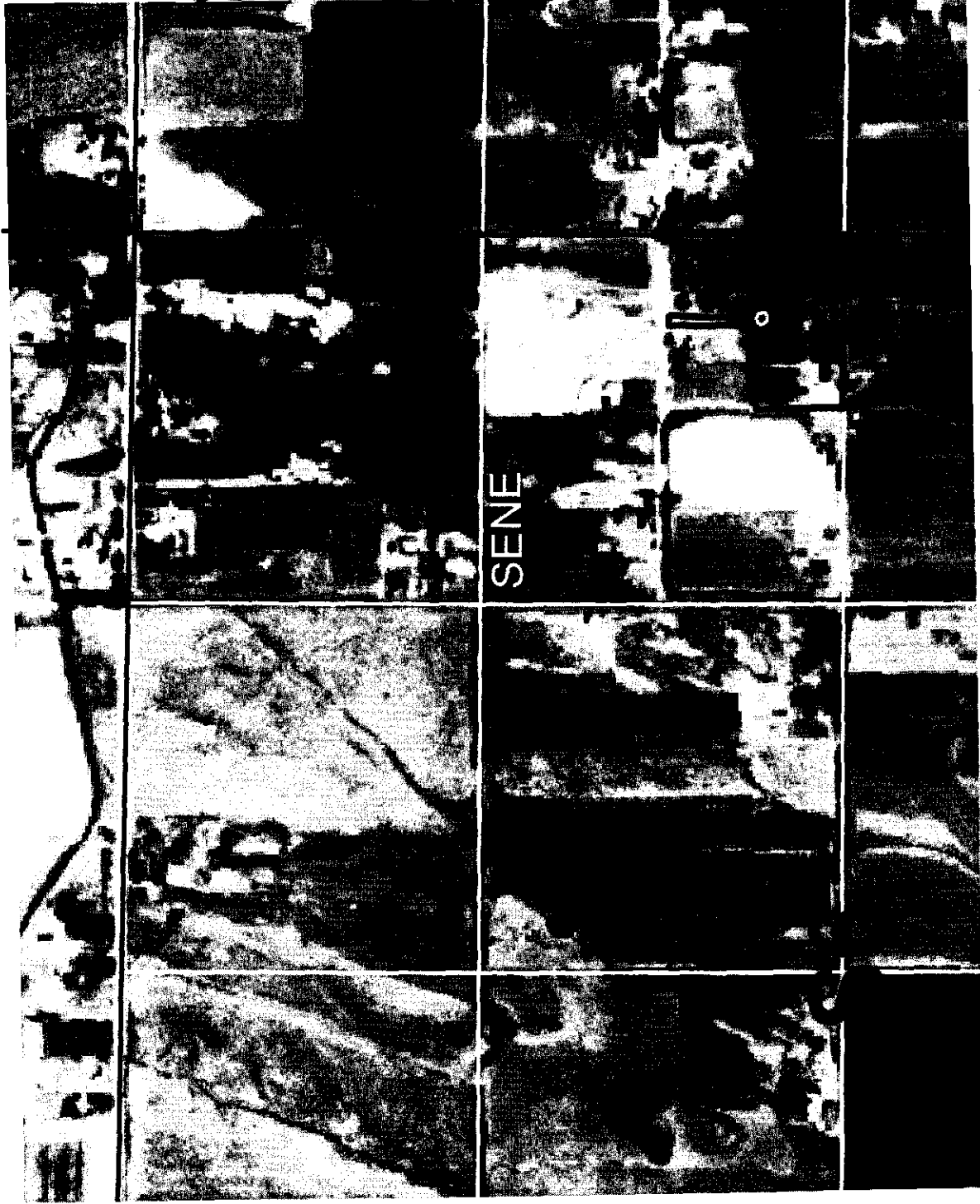
Idaho Department of Water Resources

T04N, R01E,
S6

Claim No: 63-31892

Prepared By: Kimberly Brown

Date: November 16, 2005



Place of Use



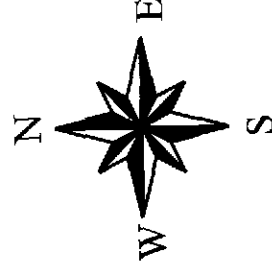
Section Lines

1/4 1/4



Point of Diversion

Acres Irrigated = 4.0



300 0 300 600 Feet



* Based on a conversation with Dave Larson (#63-31892), this slope (see Conversation Memo, 11/28/05).

1987 NAPP

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31892 V1

WATER RIGHT NUMBER: 63-31892 V1

Owner Type Name and Address
 Original Owner GUY A GLASGOW

 Current Owner EAGLE, ID
 CAROL VAUGHN ✓
 5339 N LIVERPOOL
 BOISE, ID 83703
 (208) 853-5335
 Original Owner NAN RICK
 1750 WASHAM RD
 EAGLE, ID 83616
 (208)939-6775

 Priority Date: 06/24/1968 ✓
 Basis: License ✓
 Status: Active

Current Owners:

Walt & Penny Schaal
 2128 N. Mooncrest Ln.
 Eagle 83616
 &
 Leah & Jaylen Walker
 1655 W. Rush Rd.
 Eagle 83616

Source Tributary
 GROUND WATER ✓

Beneficial Use From To Diversion Rate Annual Volume
 IRRIGATION ✓ 04/01 to 11/01 ✓ 0.08 ~~0.090~~ CFS 18.0 ~~20.10~~ AF
 0.16
 Total Diversion: ~~0.090~~ CFS ~~20.10~~ AF
 0.08 18.0

ADD: FIRE PROTECTION

(the home was located on Parcel No. R0054005560, not R0054005530)
Location of Point(s) of Diversion not R0054005530

GROUND WATER SE1/4NE1/4 ✓ Sec. 6, Twp 04N, Rge 01E, B.M. ✓
 ADA County ✓

Place of Use
 IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
04N	01E	6	NE	NW	SW	SE	4.5
			NE	NW	SW	SE	4.0
Total Acres: 4.5			4.0				4.0

Conditions of Approval:

- ~~1. J01 PROPERTY IS ALSO KNOWN AS LOTS 17 & 18, ACADEMY PLACE.~~
 ✓ 2. S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

$$4.0 \text{ acres} \times 0.02 \text{ cfs/AC} = 0.08 \text{ cfs}$$

$$4.0 \text{ acres} \times 4.5 \text{ af/acre} = 18.0 \text{ af/annum} \quad \text{v.} \quad 0.08 \text{ cfs} \times 1.9835 \times 215 \text{ days} = 34.1 \text{ af}$$

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31892 V1

- ✓ 3. W49 Use of this right is combined with water from Farmers Union Ditch Company Ltd.
- ✓ 4. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

Comments:

1. dbuffington 5/4/2004 Ownership info

Comment: This right is the result of a split due to change in ownership for a portion of 63-7117. Should have been split previously. See remarks in 63-7117

2. dbuffington 5/4/2004 Ownership info

Comment: The data in the name field was changed to show the current owner name, per documents received 4/15/2004. See notes in file.

Parcel Nos: R0054005535 & R0054005560.

ADD JOI - Property also known as PAR #5560 OF LOT 18
& PAR #5535 S'LY & W'LY POR OF LOT 17 &
SE'LY POR OF LOT 18, Academy Place
Subdivision.

Water Supply Bank:

**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) N/A
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant N/A

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) A63-31892Owner: Carol Vaughn Phone No. 853-5335Current Address: 5339 N. Liverpool, Boise 83703

- ☐ No change NAME IS THE SAME
- ☒ NEW OWNER Walt & Penny Schaaf / Leah & Jaylen Walker
- ☐ No change Address
- ☒ NEW ADDRESS 2128 N. Mooncrest Ln. Eagle 1655 W. Rush Rd. Eagle
- ☐ How long owned property? Eagle

Accompanied by: N/A**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: 6/24/68

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

Source: Ground Water 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? _____

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 63-7117 Field Report.

OVERLAP REVIEW

Other water rights with the same point of diversion: 63-31893

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

same POU

WATER USES

- ☐ No change
- ☐ Different Uses

Season of use is 3/1 to 11/15.

4 AC
0.02 cfs/AC
0.08 cfs

Use Irrigation From 3/1 To 11/15 Amount 0.08 CFS 18.0 AFA

* Use Fire Protection From 01/01 To 12/31 Amount 0.16 CFS AFA

(Capacity of system)

Use From To Amount CFS AFA

* Fire protection was added because the home was located on Parcel No: R0054005560

TOTAL VOLUME - Groundwater only and not on Parcel No. R0054005530 (#63-31893)

- ☐ Incomplete on claim, the total is, Amount CFS AFA
- ☒ Changes found, the new total is, Amount 0.08 CFS 18.0 AFA
- ☐ More than 1" per Acre? Yes (claimant must complete excess flow sheet)

4.0 acres x 4.5 af/annum = 18.0 af/annum (2) 0.08 cfs x 1.9835 x 215 days = 34.1 af

NON-IRRIGATION USES:

- ☐ No change
- ☒ Changes Exam found: Domestic # of homes Stock #

Types Additional comments: The Change in Ownership split just the fire protection use on 63-31893 and it should be on 63-31892.

PLACE OF USE:

- ☒ No Change
- ☐ Changes shown below:

Parcel Nos: R0054005534 &
R0054005560,

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: 11.16.05 (in office review)

FIELD EXAMINER: Kimberly Brown

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POD REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-31892

11/16/2005

1

ater Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Source	Name
63-10335	Claim	04N	01E	6	SE	NE		GROUND WATER	BOYD MARLATT
63-22847	Claim	04N	01E	6	SE	NE		GROUND WATER	VIOLA MARLATT
63-31892	Claim	04N	01E	6	SE	NE		GROUND WATER	CAROL VAUGHN
63-31893	Claim	04N	01E	6	SE	NE		GROUND WATER	CAMI LARSEN
63-30105	Claim	04N	01E	6	SE	NE		GROUND WATER	DOUG STRITTMATTER
63-7117	Claim	04N	01E	6	SE	NE		GROUND WATER	
63-19186	Claim	04N	01E	6	SE	NE		GROUND WATER	JAMES SHELLY
63-22374	Claim	04N	01E	6	SE	NE		GROUND WATER	LEONARD F BOLENDER
63-7117	Water Right	04N	01E	6	SE	NE		GROUND WATER	GUY A GLASGOW
63-10335	Water Right	04N	01E	6	SE	NE		GROUND WATER	BOYD MARLATT
63-22847	Water Right	04N	01E	6	SE	NE		GROUND WATER	VIOLA MARLATT
63-19186	Water Right	04N	01E	6	SE	NE		GROUND WATER	JAMES SHELLY
63-22374	Water Right	04N	01E	6	SE	NE		GROUND WATER	LEONARD F BOLENDER

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-31892**

11/16/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
120G	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
123C	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
124Q	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
125J	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
126F	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
164E	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
165M	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
98AG	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
-248	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
-297	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
2406	Claim	04N	01E	6	SE	NE		IRRIGATION	40/29248	DRAINAGE DIST NO 2
10335	Claim	04N	01E	6	SE	NE		IRRIGATION	5/5	BOYD MARLATT
21729	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
21730	Claim	04N	01E	6	SE	NE		IRRIGATION	36/8394	FARMERS UNION DITCH CO LTD
31892	Claim	04N	01E	6	SE	NE		IRRIGATION	4.5/4.5	CAROL VAUGHN
31893	Claim	04N	01E	6	SE	NE		IRRIGATION	3/3	CAMI LARSEN
2406	Water Right	04N	01E	6	SE	NE		IRRIGATION	40/29248	DRAINAGE DIST NO 2
7117	Water Right	04N	01E	6	SE	NE		IRRIGATION	8/8	GUY A GLASGOW
10335	Water Right	04N	01E	6	SE	NE		IRRIGATION	4.2/4.2	BOYD MARLATT



Ada County Assessor Land Records/GIS

Main Menu

[Main Page](#)
[Help Index](#)
[FAQ](#)
[About Us](#)
[Contact Us](#)
[Disclaimer](#)

Property Search

[Search by Parcel](#)
[Search by Address](#)
[Search by Subdivision](#)
[Online Documents](#)

[Interactive Map](#)

Property Details for Parcel R0054005535 and Year 2006

2006

[Change Year](#)

Walker

[\[Back to Parcel Search\]](#) [\[Print View\]](#)

[Details](#)

[Valuation](#)

[Tax Districts](#)

[Characteristics](#)

Parcel: R0054005535

Year: 2006

Zone Code: R-E

Total Acres: 2

Tax Code Area: 05-9

Property Description:

PAR #5535 S'LY & W'LY POR OF

LOT 17 & SE'LY POR OF LOT 18

ACADEMY PLACE

PARCEL B R/S 5196

#5544-B

Ada County Assessor



[View Interactive Map of this Parcel](#)

Address: 1655 W RUSH RD EAGLE , ID 83616

Subdivision: ACADEMY PLACE

Land Group Type: SUB

Township/Range/Section: 4N1E06

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Ada County Assessor Land Records/GIS

Main Menu

[Main Page](#)
[Help Index](#)
[FAQ](#)
[About Us](#)
[Contact Us](#)
[Disclaimer](#)

Property Search

[Search by Parcel](#)
[Search by Address](#)
[Search by Subdivision](#)
[Online Documents](#)

[Interactive Map](#)

Land Characteristics

[Back to Parcel Search](#)

Residential Acres: 2.0
Commercial Acres: 0.0
Other Acres Acres: 0.0
Street: Not Available
Utility:
Water Source:
Sewer:
SideWalks: N
Curb-Gutters: N
Topography:
View:
Water Influence:
Water Frontage Feet: 0
Corner: N

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Ada County Assessor Land Records/GIS

Main Menu

[Main Page](#)
[Help Index](#)
[FAQ](#)
[About Us](#)
[Contact Us](#)
[Disclaimer](#)

Property Search

[Search by Parcel](#)
[Search by Address](#)
[Search by Subdivision](#)
[Online Documents](#)

[Interactive Map](#)

Residential Characteristics

[Back to Parcel Search](#)

Year Built:	2003
Year Remodel:	0
Effective Age:	0
Construction Class:	4
Number of Bedrooms:	5
Number of Bathrooms:	3.5
Number of FirePlaces:	1
Air Conditioning:	Y
Car Storage Sq Ft #1:	912
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	36
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	208
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	3842
Main Floor Sq Ft:	2408
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	1434
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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**Ada County Assessor
Land Records/GIS****Main Menu**

[Main Page](#)
[Help Index](#)
[FAQ](#)
[About Us](#)
[Contact Us](#)
[Disclaimer](#)

Property Search

[Search by Parcel](#)
[Search by Address](#)
[Search by Subdivision](#)
[Online Documents](#)

[Interactive Map](#)

Property Details for Parcel R0054005560 and Year 2006

2006

[Change Year](#)*Schaal*[\[Back to Parcel Search\]](#) [\[Print View\]](#)[Details](#)[Valuation](#)[Tax Districts](#)[Characteristics](#)**Parcel:** R0054005560**Year:** 2006**Zone Code:** R-E**Total Acres:** 1.97**Tax Code Area:** 05-9**Property Description:**

PAR #5560 OF LOT 18

ACADEMY PLACE

PAR II R/S #2919

#5545-S

#94060008-09

Ada County Assessor[View Interactive Map of this Parcel](#)**Address:** 2128 N MOONCREST LN EAGLE , ID 83616**Subdivision:** ACADEMY PLACE**Land Group Type:** SUB**Township/Range/Section:** 4N1E06[Contact Us](#) | [Disclaimer](#)



Ada County Assessor Land Records/GIS

Main Menu

[Main Page](#)
[Help Index](#)
[FAQ](#)
[About Us](#)
[Contact Us](#)
[Disclaimer](#)

Property Search

[Search by Parcel](#)
[Search by Address](#)
[Search by Subdivision](#)
[Online Documents](#)

[Interactive Map](#)

Land Characteristics

[Back to Parcel Search](#)

Residential Acres: 1.97

Commercial Acres: 0.0

Other Acres Acres: 0.0

Street: None

Utility: None

Water Source:

Sewer: None

SideWalks: N

Curb-Gutters: N

Topography:

View:

Water Influence: 3

Water Frontage Feet: 0

Corner: N

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Ada County Assessor Land Records/GIS

Main Menu

[Main Page](#)
[Help Index](#)
[FAQ](#)
[About Us](#)
[Contact Us](#)
[Disclaimer](#)

Property Search

[Search by Parcel](#)
[Search by Address](#)
[Search by Subdivision](#)
[Online Documents](#)

[Interactive Map](#)

Residential Characteristics

[Back to Parcel Search](#)

Year Built:	1995
Year Remodel:	0
Effective Age:	0
Construction Class:	5
Number of Bedrooms:	6
Number of Bathrooms:	4.0
Number of FirePlaces:	2
Air Conditioning:	Y
Car Storage Sq Ft #1:	1360
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	900
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	200
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	4970
Main Floor Sq Ft:	3273
Upper Floor Sq Ft:	892
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	805
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

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05/04/2004

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

RIGHT NUMBER: 63-31892

NAME AND ADDRESS: CAROL VAUGHN
5339 N LIVERPOOL
BOISE ID 83703

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.090 CFS
20.100 AFY

PRIORITY DATE: 06/24/1968

POINT OF DIVERSION:

T04N R01E S6 SENE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 11/01

QUANTITY
0.090 CFS
20.10 AFY

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

PLACE OF USE: IRRIGATION Within ADA County

T04N R01E S06 SENE 4.5

4.5 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

PROPERTY IS ALSO KNOWN AS LOTS 17 & 18, ACADEMY PLACE.

Use of this right is combined with water from Farmers Union Ditch Company
Ltd.

MEMORANDUM

To: 63-31892 & 63-31893 (splits from 63-7117)
From: Denise Buffington
Date: May 4, 2004
Subj: Ownership Change information

Western Region received an ownership change on 4/15/2004, going from Carol Vaughn to Robert C. & Rachelle A. Williams. The State Office originally received this ownership change in 1/2003.

Also attached was an ownership change going from Guy A. Glasgow (original owner) and Nan Rick (former owner) to Carol Vaughn. This ownership change was originally submitted and received by the State Office in 6/2002. Another copy was submitted with the ownership change for Williams in 1/2003.

In the mean time, an ownership change was received in 12/2003 going from Nan Rick to David W. & Cami Larsen. This ownership change was completed in 3/2004. *It should have been a split at the time. It was corrected to show the split, 5/4/2004.* This was discovered after receiving the papers from the State Office on 4/15/2004.

It appears that this is what happened:

Carol Vaughn bought 7.5 acres (63-7117) from Glasgow / Rick in 2/1999.

Carol Vaughn sold 3 acres to Williams' in 1/2003, being Lot 17A.

Williams' then sold the 3 acres to Larsen's in 10/2003.

** Region did not have any of this paper work until 4/15/2004

63-7117 should have been split upon receipt of Larsen's ownership change, as stated above.

63-31892 should be in the name of Vaughn
63-31893 should be in the name of Larsen

Copies of all documentation in both files.

2.14.91

Page 1

05/04/2004

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7117 V1

WATER RIGHT NUMBER: 63-7117 V1

Owner Type Name and Address**Original Owner**

NAN RICK
1750 WASHAM RD
EAGLE, ID 83616
(208)939-6775

~~Current Owner~~

~~CAMI LARSEN~~
1661 RUSH RD
EAGLE, ID 83616
(208)938-3159

~~Original Owner~~

GUY A GLASGOW

~~Current Owner~~

EAGLE, ID
DAVID W LARSEN
1661 RUSH RD
EAGLE, ID 83616
(208) 938-3159

63- 31892

Carol Vaughn

Priority Date: 06/24/1968

Basis: License

Status: Active

SourceTributary

GROUND WATER

Beneficial UseFrom ToDiversion RateAnnual Volume~~FIRE PROTECTION~~~~4/01 to 12/31~~~~0.100 CFS~~

IRRIGATION

4/01 to 11/01

0.150 CFS .09

~~34.00 AF~~ 20.1Total Diversion:

0.100 CFS

~~34.00 AF~~

.09 total

20.1 total AF

Location of Point(s) of Diversion

GROUND WATER

SE1/4NE1/4

Sec. 6, Twp 04N, Rge 01E, B.M.

ADA County

Place of Use~~FIRE PROTECTION~~ Within ADA County~~T04N R01E S06~~ SENEIRRIGATION Within ADA County ✓

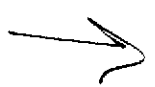
T04N R01E S06 SENE 7.5 4.5

Total Acres: 7.5

4.5 total

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.



IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-7117 V1

2. W49 Use of this right is combined with water from Farmers Union Ditch Company Ltd.

Remarks:

1. Explanatory PROPERTY IS ALSO KNOWN AS LOTS 17 & 18, ACADEMY PLACE.
2. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Comments:

1. kbrown 3/23/2004 Parcel Numbers
Comment: PARCEL NOS: R0054005530, R0054005535, & R0054005560.
2. kbrown 3/23/2004 Acres Irrigated
Comment: The 1987 NAPP image shows approximately 6.4 acres are irrigated; not 7.5 acres as licensed.
3. dbuffington 3/24/2004 Ownership change
Comment: The data in the name field was changed to show this right has an ownership change. →

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:
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

This should have been split

Split created 5-4-04 to correct previous ownership chg.

03/24/2004

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

RIGHT NUMBER: 63-7117

NAME AND ADDRESS: CAMI LARSEN
1661 RUSH RD
EAGLE ID 83616

DAVID W LARSEN
1661 RUSH RD
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.160 CFS
34.000 AFY

PRIORITY DATE: 06/24/1968

POINT OF DIVERSION:

T04N R01E S6 SENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
FIRE PROTECTION	1/01 12/31	0.160 CFS
IRRIGATION	4/01 11/01	0.150 CFS 34.00 AFY

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

PLACE OF USE: FIRE PROTECTION Within ADA County

T04N R01E S06 SENE

IRRIGATION Within ADA County

T04N R01E S06 SENE 7.5

7.5 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.

See pg. 2

EXPLANATORY MATERIAL: License

PROPERTY IS ALSO KNOWN AS LOTS 17 & 18, ACADEMY PLACE.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

* Should have been split. Larsen only
has 3 acres. See 63-31892 + 63-31893.

DB

5/4/04



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

March 24, 2004

DAVID W LARSEN
CAMI LARSEN
1661 RUSH RD
EAGLE ID 83616

Re: Notice of Claim to a Water Right No. 63-7117

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 claim, please feel free to contact this office.

Sincerely,

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region Office

DB: db

Enclosure

03/23/2004

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

RIGHT NUMBER: 63-7117

NAME AND ADDRESS: NAN RICK
1750 WASHAM RD
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.160 CFS
34.000 AFY

PRIORITY DATE: 06/24/1968

POINT OF DIVERSION:

T04N R01E S6 SENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
FIRE PROTECTION	1/01 12/31	0.160 CFS
IRRIGATION	4/01 11/01	0.150 CFS 34.00 AFY

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

PLACE OF USE: FIRE PROTECTION Within ADA County

T04N R01E S06 SENE

IRRIGATION Within ADA County

T04N R01E S06 SENE 7.5

7.5 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

PROPERTY IS ALSO KNOWN AS LOTS 17 & 18, ACADEMY PLACE.

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7117 V1

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. W49 Use of this right is combined with water from Farmers Union Ditch Company Ltd.

Remarks:

1. Explanatory PROPERTY IS ALSO KNOWN AS LOTS 17 & 18, ACADEMY PLACE.
2. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

Comments:

1. kbrown 3/23/2004 Parcel Numbers

Comment: PARCEL NOS: R0054005530, R0054005535, & R0054005560.

2. kbrown 3/23/2004 Acres Irrigated

Comment: The 1987 NAPP image shows approximately 6.4 acres are irrigated; not 7.5 acres as licensed.

Idaho Department of Water Resources

T04N, R01E,
S6

Claim No: 63-07117

Prepared By: Kimberly Brown

Date: March 23, 2004



⊙ Point of Diversion



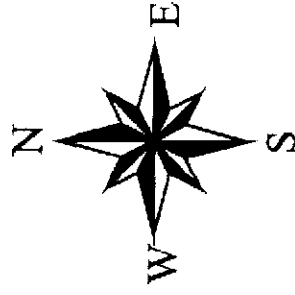
Place of Use



Section Lines

1/4 1/4

Acres Irrigated = 7.5



0 0.1 0.2 0.3 0.4 Miles

1987 NAPP

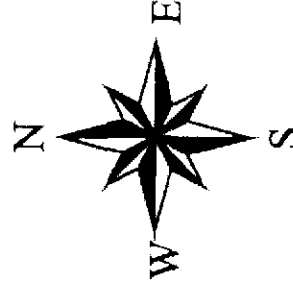
Idaho Department of Water Resources

T04N, R01E,
S6

Claim No: 63-07117
Prepared By: Kimberly Brown
Date: March 23, 2004

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

1/4 1/4



1987 NAPP



0 0.1 0.2 0.3 0.4 Miles

Idaho Department of Water Resources

T04N, R01E,
S6

Claim No: 63-07117

Prepared By: Kimberly Brown

Date: March 23, 2004

☉ Point of Diversion

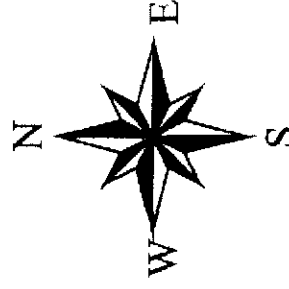


Place of Use



Section Lines

1/4 1/4



1987 NAPP



0 0.1 0.2 0.3 0.4 Miles

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-7117

WATER RIGHT NUMBER: 63-7117 ✓

Owner Type Name and Address
 Original Owner GUY A GLASGOW ✓

 Current Owner EAGLE, ID ✓
 NAN RICK ✓
 1750 WASHAM RD
 EAGLE, ID 83616
 (208)939-6775

Priority Date: 06/24/1968 ✓
 Basis: License ✓
 Status: Active

Source Tributary
 GROUND WATER ✓

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
FIRE PROTECTION ✓	1/01 to 12/31 ✓	0.160 CFS ✓	
IRRIGATION ✓	4/01 to 11/01 ✓	0.150 CFS ✓	34.00 AF ✓
	<u>Total Diversion:</u>	0.160 CFS ✓	34.00 AF ✓

Location of Point(s) of Diversion

GROUND WATER (SE 1/4) SE 1/4 NE 1/4 ✓ Sec. 6, Twp 04N, Rge 01E, B.M. ✓
 ADA County ✓

Remove QQQ

Place of Use
 FIRE PROTECTION ✓

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
✓ 04N	01E	6				X													

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
✓ 04N	01E	6				7.5													7.5

Total Acres: 7.5 ✓

ADD 304 - Season of use is 3/1 to 11/15.

(6.972 AC)
 - Homestead
 6 AC
 6.4 AC
 irr.

Conditions of Approval:

ADD W49 - Use combined with Farmers Irrigation Co. Union

ADD J01 - Place of use also known as lots 17 & 18,
 Academy Place (Subdivision.)

Parcel No: R0054005530, R0054005535, R0054005560

* electronic back file available

Field Exam Date 3-23-04

(in office)

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 \$58.00 (\$50.00 flat fee + 8 acres irrigation)
- ☒ Well logs (if needed)
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below - include overlapping right for exam
- ☐ Evidence of Priority - if none, talk with claimant N/A

CLAIMANT INFORMATION - verify contact information is complete

Claim No(s) 63-7117
Owner: Nan Rick Phone No. (208) 939-6775
Current Address: 1750 Waxham Rd. Eagle 83616

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

Accompanied by: N/A

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: 6/24/1968

(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 Remove QQQ, recommend SE 1/4 NE 1/4
- ☐ POD found is different than claimed: _____
- ☐ If different, when did POD change? _____

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

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

Description of diverting works

See IDWR Field Report.**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 UsesSeason of use is 3/1 to 11/15.

Use _____ From _____ To _____ 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 _____ 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: _____

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

* The 1987 NAPP image shows that approximately 6.4 acres are irrigated; not 7.5 acres (as licensed).

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:

Delivery System Narrative: Refer to Field Report.

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

FLOW MEASUREMENTS: See Field Report.

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS (OVER)

Season of use is 3/1 to 11/15.

Use of this right combined with Farmer Irrigation Co. water.

Place of use is also known as lots 17 & 18, Academy Place.

Parcel Nos: R0054005530, R0054005535, R0054005560.

AFTER EXAM THE FILE SHOULD CONTAIN:

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

DATE EXAM CONDUCTED: 3.23.04 (in office)

FIELD EXAMINER: Kimberly Brown

COMMENT-

7.5 acres of irrigation were licensed, however, ARCVIEW calculations (in conjunction with 2002 Ada Co. Tax lot information) show that only approximately 6.4 acres are irrigated (based on the 1987 NAPP image).

ReceiptID	Amount	BasinNumber	SequenceNuml	SplitSuffix	Type
C019657	58.00	63	7117		Claim



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

December 8, 2003

DAVID LARSEN
CAMI LARSEN
1661 RUSH RD
EAGLE ID 83616

RE: Notice of Change of Water Right Ownership No. 63-7117

Dear Claimants:

Enclosed is a copy of a Notice of Change of Water Right Ownership form that was recently submitted to our office. However, we cannot continue to process the ownership change without sufficient **proof of ownership**. This proof can be a copy of a Warranty Deed(s), Contract of Sale, Title Policy or other legal documentation indicating your ownership of the property; which includes the **legal description of the property by ¼¼, Section, Township and Range**.

Please submit a copy of the proof of ownership, and we will be able to complete the ownership change.

Thank you for your patience and cooperation, as we have had several ownership changes to process. Feel free to contact our office if you have any questions concerning this letter.

Sincerely,

Denise Hatfield
Office Specialist 1
Adjudication Section
Western Region
(208) 334-2190

DH: dh

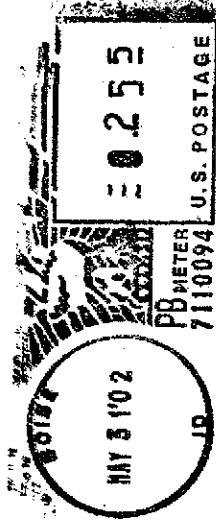
Enclosures

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

Return Service Requested

63-9117

D



PRESORTED
FIRST CLASS

UNDELIVERABLE AS ADDRESSED
NO FORWARDING ORDER ON FILE
RETURNED TO SENDER
VAA

NAN RICK
1750 WASHAM RD
EACH, ID 83610

RECEIVED

JUN 06 2002

WATER RESOURCES
WESTERN REGION



State of Idaho
Department of Water Administration

WATER RIGHT LICENSE

License of Water Right No. 63-7117 Priority June 24, 1968 Amount 0.16 cfs

THIS IS TO CERTIFY, that GUY A. GLASGOW
of Eagle, Idaho, has complied with the terms and conditions of Permit
No. 63-7117 issued pursuant to Application for Permit dated June 24, 1968,
and has submitted proof to the Department of Water Administration on June 7, 1973,
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 0.16 cfs of water from a ground water source,
tributary to _____, and that the permit holder has applied to a beneficial use &
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Fire Protection	from <u>Jan. 1</u> to <u>Dec. 31</u>	at <u>0.16</u> cfs and <u>n/a</u>	
Irrigation	from <u>April 1</u> to <u>Nov. 1</u>	at <u>0.15</u> cfs and	<u>34 acre feet or</u>
	from _____ to _____	at _____ cfs and	<u>4.5 af per acre</u>

(both dates inclusive)

Subject, however, to the condition that no more than 0.16 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 is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
34 acre feet per year, ^{for irrigation use,} said waters to be diverted within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 6,
Twp. 4 N, Rge. 1 E, B.M. in the County of Ada

Description and location of place of use:

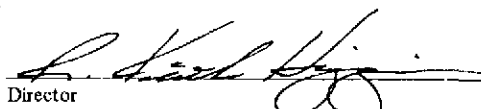
Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4 N	1 E	6				7.5													7.5
		6				x	(fire protection)												

Total number of acres irrigated 7.5

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 9 day of
January, 19 74.


Director

December

Re: Permit No. 63-7117

Guy A. Glasgow
Route 1, Box 285
Eagle, Idaho 83616

Dear Mr. Glasgow:

A representative of this Department has made an examination of the works covered by your Permit No. 63-7117 and has found the following:

Quantity of water diverted: 0.16 cfs

Amount of water that can be recognized as beneficially used under Idaho law: 0.16 cfs

The maximum quantity diverted shall not exceed 34 acre feet per year. for irrigation use.

Beneficial use: For fire protection purposes within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6; and for irrigation of 7.5 acres within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6; All in Twp. 4 N, Rge. 1 E

Point of diversion: SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6, Twp. 4 N, Rge. 1 E, B.M.

Priority date established: June 24, 1968

If you do not concur with these findings, please advise us within 10 days; otherwise, a license will be issued as set forth in this letter.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

jfr

63 7117

DEPARTMENT OF WATER ADMINISTRATION
FIELD REPORT

1. Name of permit holder Guy A. Glasgow
Post office address Box 285, Route #1, Eagle, Idaho 83616 Phone 208/613
Person to contact _____ Phone _____
2. Source of water supply: Groundwater ☒ Surface water ☐ _____
(name spring, stream, etc.)
Tributary to _____

3. Water will be used for the following purposes:

Amount 0.16 c.f.s. for irrigation
 AF/Annum (nature of use)

Period of Use: from April 1 to November 1
(mo.-day) inclusive (mo.-day)

Amount 0.16 c.f.s. for fire protection
AF/Annum (nature of use)

Period of Use: from Jan. 1 to Dec. 31
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

4. Total amount to be appropriated:

Max Rate of Diversion 0.16 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 4N N/S, Range 1E E/W, B.M., Section 6, Subdivision SE $\frac{1}{4}$ NE $\frac{1}{4}$ Ada
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County _____

Other Points of Diversions: _____

Description of diverting works: 8" well, 28' with 5 h.p. submersible pump.

Measuring device required: yes ☐ no ☒

6. Lands to be irrigated or place of use.

[illegible]**TOTAL ACREAGE**

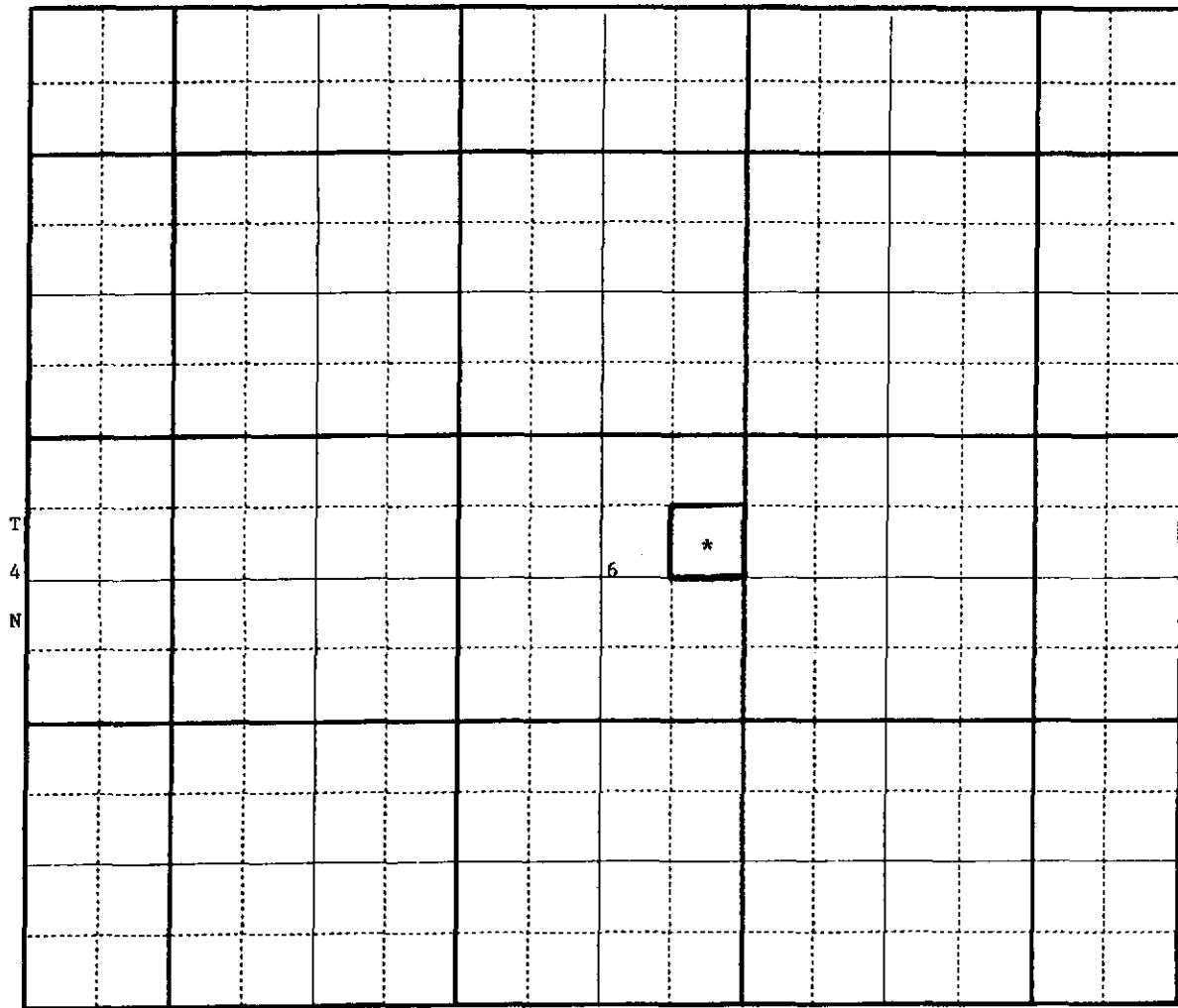


Diagram of System

DATE OF EXAM 9 July 1973

ACREAGE
Found _____
Recommended 7.5

Irrigation Requirement 4.5 Ac Ft/Ac

USE
Irrigation Q = .16 c.f.s. V = 33.75 AF/Ann. from 9-1 to 11-1
~~Domestic~~ Q = .16 c.f.s. V = open AF/Ann. from 1-6 to 12-31
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no _____

Name source: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Exchange? yes _____ no _____

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of injection: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of exchange: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Total Q measured .163 cfs Method of measurement PPA

Total Q recommended .16 cfs Meter No. N/A Type Ashcroft Condition new

Total V recommended 33.75 AF/Ann. For irrigation

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None _____

MEASUREMENT CALCULATION:

40 psi: 12 sprinkler ma 30 W 5/32 = 6.11 gal. 1.2 = 73 gal per min
= .163 cfs
closed system (same no. hours) 48' x 8" well w/ 5 HP
submers. pump to system

SYSTEM DESCRIPTION:

8" well 38' deep w/ 5 HP submersible pump to main line

REMARKS:

System in operation no one home
Talked w/ Mr. [illegible] in office

Examiner's Signature Ernie E. Ballou Date 9 July 1973

Checked by _____ Date _____

Approved by _____ Date _____

Identification No. _____
Permit No. 63-7117

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

RECEIVED
JUN 7 1973
Water Administration

1. a) Name of Permit Holder GUY A. GLASGOW
b) Post Office Address Box 285, Route 1, Eagle, Idaho
2. Permit Number 63-7117
3. Date of Priority that you are prepared to establish June 24, 1968
4. a) Source from which water was appropriated Groundwater
b) Location of the point of diversion: SE 1/4 NE 1/4, Section 6
Township 4 N., Range 1 E., Boise Meridian, Other points of diversion:
5. a) The amount of water and use to which the water has been applied:
amount .16 for Irrigation purposes from April 1 to Nov. 1 incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
amount _____ for Fire Protection purposes from Jan. 1 to Dec. 31 incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated .16 c.f.s. cfs and/or acre feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Test pumped by driller
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: N/A
b) Describe the agreement or understanding by which you take water from the works: N/A
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 8" well, 28' with 5 h.p. submersible pump
b) Describe the type and size of measuring device which you have installed at your point of diversion: See remarks
c) Give well drillers name and address and date the well was completed Chester Kinzuy, Rt. 1, Eagle, Idaho

Exam typed 6/19/73 js

63-7117

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use Fire protection at SE 1/4 NE 1/4, Sec. 6, T. 4 N., R. 1 E., B.M.

9. Irrigation uses: Describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision:

TWP.	RANGE	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	
4 N.	1 E.	6				8													8

Total number of acres irrigated 8

10. Remarks: Due to the small amount of water diverted, I request the requirement for permanently installed measuring device be lifted. Present regulations do not require measuring devices for diversion rates under .3 c.f.s.

The above information is a true statement of the extent to which the above numbered permit has been developed.

June 7, 1973
(Date)

Guy A Glasgow
(Signature)

State of Idaho, ss.
County of Ada

On this 7th day of June, 1973, personally appeared before me the
signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.



Lyle Glen Saylor
Notary Public residing at Boise, Idaho

My commission expires

14 July 1974

63 7127

Identification No. 63-7117
Application No. 42592

LETTER ISSUED FOR 16 SEC. FT.
LICENSE FEE 66

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Guy A. Glasgow
post office address Box 285, Route 1, Eagle, Idaho
2. Source of water supply Subterranean which is a tributary of N. A.
3. a. Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6 Township 4 N
Range 1 E B.M. Ada County; additional points of diversion if any:
unnamed drainage
b. If water is not consumed, it will be discharged into unnamed drainage at a point in SE $\frac{1}{4}$
of NE $\frac{1}{4}$ of Section 6 Township 4 N Range 1 E B.M.
4. Water will be used for the following purposes:
Amount for irrigation purpose from April 1 to November 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount for fire protection purpose from January 1 to December 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount for purpose from to (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 0.16 cubic feet per second and/or
b. acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. 5 h.p. submersible to operate
12 sprinkler nozzles
b. Height of storage dam feet, active reservoir capacity acre feet; total reservoir
capacity acre feet, materials used in storage dam:
Period of year during which storage will occur (Mo. Day) to (Mo. Day) inclusive.
c. Proposed well diameter is 8 inches; proposed depth of well is 38 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$1750.00 (including sprinkler system)
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 6 Township 4 N
Range 1 E B.M.
(2) Amount of power to be generated: hp under feet of head.
(3) List number of each kind of livestock to be watered:
(4) Name of municipality to be served , or number of families to be
supplied with domestic water .
(5) If water is to be used for other purposes describe: fire protection

63-7117

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

TWP.	RANGE	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	
4 N	1 E	6				8													8

Total number of acres to be irrigated 8

c. Describe any other water rights used for the same purposes Farmer Irrigation Company water for 2 acres

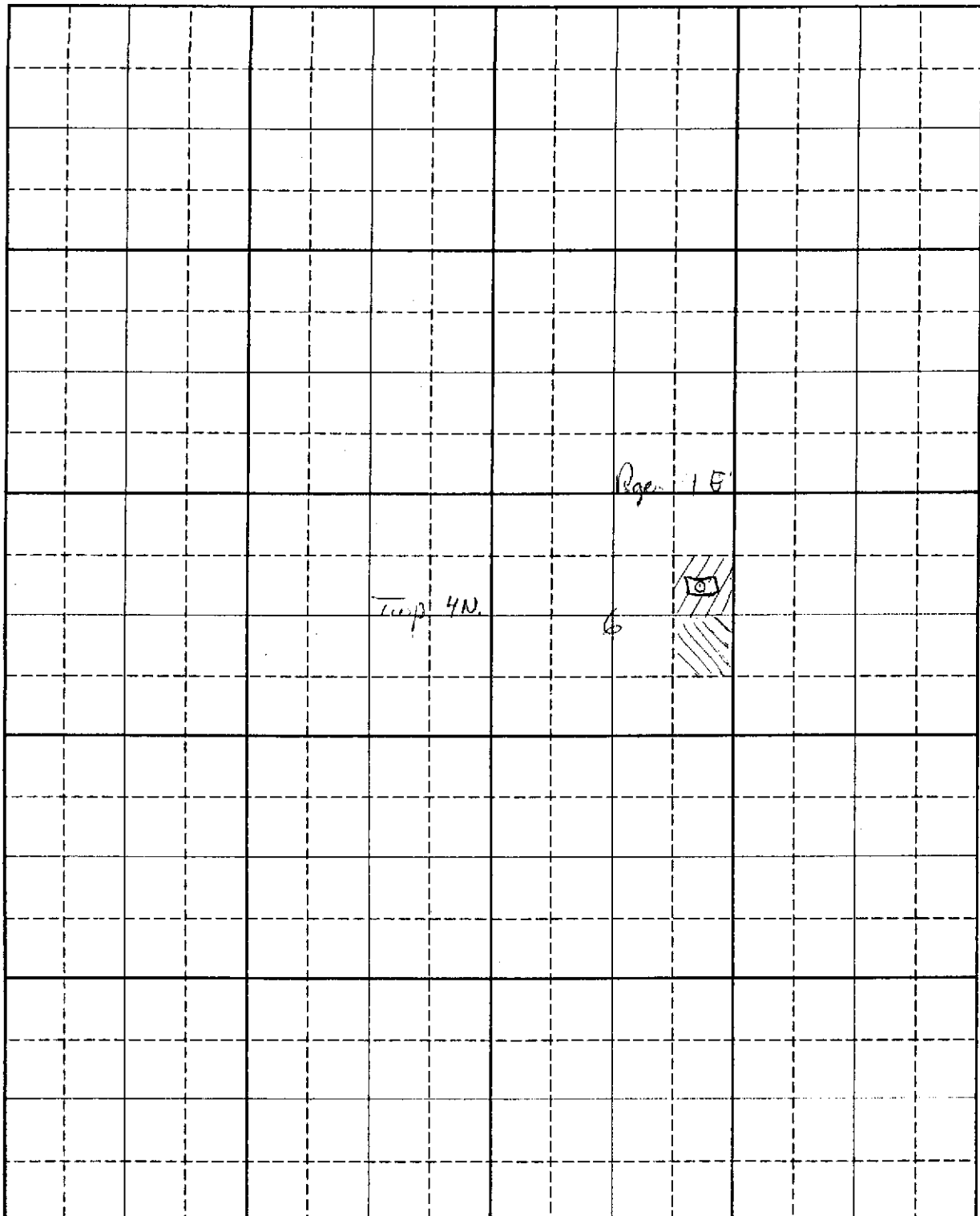
9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks _____

11. Map of proposed project:



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Guy A. Blagden
(Applicant)

100-1000

Received by ef Date 6-24-68 Time 8:00 am
Preliminary check by VC Fee \$ 10.00
Received by ef Date 6-24-68
Publication prepared by ES Date 6-26-68
Published in Idaho Daily Star
Publication dates 7-4-68 11-6-68
Publication approved ES Date 7-2-68
Priority reduced to _____ Reason _____

Protests filed by: None

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by [Signature]

APPROVED

ACTION OF STATE RECLAMATION ENGINEER

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-7117, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 19 73.
- c. Other: The applicant shall permanently install a measuring device of a type approved by the department as part of the diverting works.
(Measuring device requirement has been removed pursuant to Order of this date June 19, 1973.)

2. Denial of said application is for the following reasons: _____

Witness my hand this 20th day of August, 19 68.

[Signature]
State Reclamation Engineer

000 23 1957

State law requires that this report shall be filed with the State Reclamation Engineer within 30 days after completion or abandonment of the well.

.....

Use other side for additional remarks

62-717