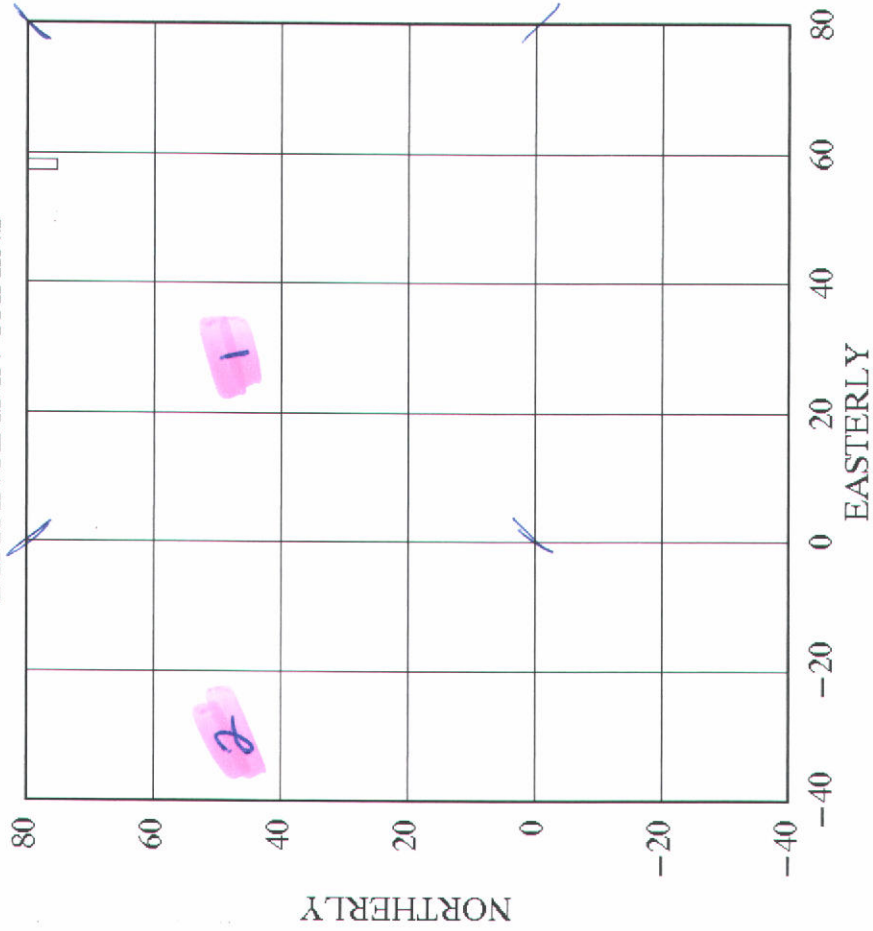


63-18670  
63-18671

PARCEL PLOT - METES & BOUNDS  
DISTANCE IS IN CHAINS



3N 1W S-1 NWNE

5120119062

R.D.

# Ustick

$$\begin{array}{r} 1386.6 \\ 1000 \overline{) 1386.6} \\ \underline{1000} \phantom{.6} \\ 386 \phantom{.6} \\ 300 \phantom{.6} \\ \underline{86} \phantom{.6} \\ 86 \phantom{.6} \\ \underline{86} \phantom{.6} \\ 0 \phantom{.6} \end{array}$$

910571

4594

$\frac{-12/100}{1/996.9}$

ARMs 10.2

THIS MAP IS FURNISHED ~~AS~~ <sup>FOR</sup> ACCOMMODATION,  
STRICTLY FOR THE PURPOSES OF GENERALLY  
LOCATING THE LAND. IT DOES NOT <sup>16</sup> PRESENT A  
SURVEY OF THE LAND ~~AND~~ <sup>DO NOT</sup> IMPLY ANY  
REPRESENTATIONS AS TO THE SIZE, AREA OR ANY  
OTHER FACTS RELATED TO THE LAND SHOWN  
THEREON.

STRASSER

B/S

2

RS 2627

2/00/2

110042

95.

11

182

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: A63-18670  
Date Received: 9/ 7/1989  
Receipt No: W005668  
Received By: \_\_\_\_\_

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: JIM HATCHETT 208-939-7344  
Address: 445 W. USTICK RD  
MERIDIAN, ID 83642

2. Date of Priority: JUN 13, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 03N      | 01W   | 1       | NW     | NE     |     |     | ADA    |

5. Description of diverting works:  
6" CS, 100' DEEP, 1 HP SUB. PUMP, PIPED TO HOUSE

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| STOCKWATER | 01/01 | 12/31 | 0.020 |      |        |
| DOMESTIC   | 01/01 | 12/31 | 0.040 |      |        |

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:  
DOMESTIC/1 HOUSEHOLD; STOCK/25 HD CATTLE

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use    | Acres |
|----------|-------|---------|--------|-----|-----|--------|-------|
| 03N      | 01W   | 1       | NW     | NE  |     | STOCK  |       |
|          |       |         | NW     | NE  |     | DOMEST |       |

MICROFILMED

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:

PARCEL #0615 OF NW4NE4

\*CHANGE IN OWNERSHIP COMPLETED BY L.R.W. ON 8/23/91.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: \_\_\_\_\_

**For Individuals:**

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

Signature of Claimant(s): \_\_\_\_\_ Date: \_\_\_\_\_

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

State of Idaho )  
County of \_\_\_\_\_ ) SS.

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

of \_\_\_\_\_ 19 \_\_\_\_\_

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

Seal

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

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

**MICROFILMED**

**SEP 01 1992**

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: A63-18670  
Date Received: 9/07/1989  
Receipt No: W005668  
Received By: \_\_\_\_\_

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: CHARLES GARY #RODSHAM 208-888-5353  
Address: 445 W. USTICK RD.  
MERIDIAN, ID 83642

2. Date of Priority: JUN 13, 1973

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 03N      | 01W   | 1       | NW     | NE     |     |     | ADA    |

5. Description of diverting works:  
6" CS, 100' DEEP, 1 HP SUB. PUMP, PIPED TO HOUSE

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| STOCKWATER | 01/01 | 12/31 | 0.020  |      |        |
| DOMESTIC   | 01/01 | 12/31 | 0.040  |      |        |

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:  
DOMESTIC/1 HOUSEHOLD; STOCK/25 HD CATTLE

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use    | Acres |
|----------|-------|---------|--------|-----|-----|--------|-------|
| 03N      | 01W   | 1       | NW     | NE  |     | STOCK  |       |
|          |       |         | NW     | NE  |     | DOMEST |       |

A63-18670

Page 1

Date: 12/09/90

MICROFILMED  
SEP 01 1992

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:  
PARCEL #0615 OF NW4NE4

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: \_\_\_\_\_

**For Individuals:**

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

Signature of Claimant(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

State of Idaho )  
County of \_\_\_\_\_ ) SS.

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

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

Seal

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

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

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. Alc3-18670Date Received 9-7-89Receipt Number W005608NOTICE OF CLAIM  
TO A  
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day.

RECEIVED

SEP 07 1989

Department of Water Resources  
Western Regional Office

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) CHARLES GARY FROSTMAN Phone (208) 888-5353Mailing Address 445 WEST LUSTICK RD. MERIDIAN, ID. Zip 836422. Date of Priority (Only one per claim) JUNE 13 - 1973 Month/Day/Year3. Source of water supply (Check one) (☒ Groundwater or Other ( ) (a) \_\_\_\_\_  
Name or kind of source

which is tributary to (b) \_\_\_\_\_

4. Location of point of diversion is: Township 3N Range 1WSection 1, NE 1/4 of \_\_\_\_\_ 1/4 of \_\_\_\_\_ 1/4, Govt. Lot \_\_\_\_\_, BM.,County of ADA

Additional points of diversion if any: \_\_\_\_\_

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. 6" CASING, 100' Deep, 1HP Submersible pump, piped to house

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For Domestic purposes from 1-1 to 12-31 amount 0.04 CFS  
(Both dates are inclusive)  
For Stockwater purposes from 1-1 to 12-31 amount 0.02 CFS7. Total quantity claimed 0.06 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic - 1 House holdStockwater - Cattle 25 Head

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SEP 01 1992

## **HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION**

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

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

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

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

10. Place of use is: Township: 3N Range 1W  
Section 1, NW 1/4 of NE 1/4, Govt. Lot \_\_\_\_\_, B.M.,  
for (Circle One) Domestic Stock Domestic and Stock  
Additional places of use, if any \_\_\_\_\_

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

12. Do you own the property listed above as place of use? Yes ✓ No \_\_\_\_\_  
If your answer is No, describe in Remarks below the authority you have to claim this water right.  
13. Describe any other water rights used at the same place and for the same purposes as described above.  
(~~✓~~) None or \_\_\_\_\_

14. Remarks: PAP #0615 of NW 4 NE 4

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree  
Court \_\_\_\_\_ Decree Date \_\_\_\_\_ Plaintiff vs Defendant \_\_\_\_\_  
If applicable provide IDWR Water Right Number \_\_\_\_\_

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

Number of Attachments \_\_\_\_\_

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

Signature of Claimant (s) Charles A. Johnson Date 9-6-89  
\_\_\_\_\_  
Date \_\_\_\_\_

For Organizations: I do solemnly swear or affirm that I am \_\_\_\_\_ Title \_\_\_\_\_  
of \_\_\_\_\_, that I have signed the foregoing  
Organization  
document in the space below as \_\_\_\_\_ of \_\_\_\_\_  
Title Organization  
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_  
Title and Organization \_\_\_\_\_

State of Idaho/or \_\_\_\_\_ )  
County of ADA ) SS.

**NOTARIZATION REQUIRED FOR EACH CLAIM**

Subscribed and sworn (or affirmed) before me this 6TH day of SEPTEMBER 19 89

SEAL

Notary Public Ronald M. Halverson

Residing at Caldwell, Idaho

My Commission Expires 12-26-93

Last Name \_\_\_\_\_ Ident No. \_\_\_\_\_

Copies: White-State, Yellow-Claimant  
**MICROFILMED**  
**SEP 01 1989**

9 of

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id/ or copying.

Information Sheet No. 42-1400 a 2/88

Page 2

RECEIVED  
MAY - 1 1991

Department of Water Resources  
Western Regional Office

CHANGE IN OWNERSHIP

Page 1

This form is solely for purposes of notifying IDWR of a change in ownership of an adjudication claim.

☒ Water Right Number(s): A63-18670 & A63-18671

☒ Name and Address of Former Claimant(s): CHARLES GARY FROSHAM

1560 S. CAROL

MERIDIAN, ID 83642

☒ New Claimant(s): JIM HATCHETT

☒ New Mailing Address: 445 W. USTICK RD.

MERIDIAN, ID

83642

New Telephone Number: (208) 939-7344

- [ ] Does the change in ownership result in a splitting of the water right claimed? yes ☒ no  
If yes, then describe the portion of the water right that is now claimed by the new owner:

☒ Attach proof of ownership  
Describe proof attached: N/A - ORIG. CLAIMANT'S SIGNATURE  
(Proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former claimant.)

☒ Signature of New Claimant(s): N/A - ORIG. CLAIMANT'S SIGNATURE

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

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SEP 01 1992

(OVER, PLEASE)

3/26/1990

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Grodsham Charles

CLAIM IDENT. NO. A63-18670

DATE RECEIVED 9-7-89

CK # W 5668

AMOUNT \$ 50 -

Required

- |                                                                                                                                                                                                                                                                                                                                            | YES                                     | NO                                  | Info? |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------|-------|
| 1. Is the name and address complete with zip code?                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| 2. Is a priority date entered?                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| Is the priority date acceptable in view of mandatory filing dates?                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| See Adjudication Memos #1 and #4 to determine if a Permit is required.                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| 3. (a) Is a source entered?                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| (b) Is a tributary to entered? (if required)                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            |       |
| 4. Is the legal description of the p.d. sufficient?                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>                | <input checked="" type="checkbox"/> | *     |
| 5. Is there a description of the diverting works?                                                                                                                                                                                                                                                                                          | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |       |
| 6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.                                                                                                                                | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| Is the period of use included?                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |       |
| Is a quantity claimed for each use?                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| 7. Is a total quantity claimed entered?                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |       |
| 8. If required is a consumptive use entered?                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> N/A            | <input type="checkbox"/>            |       |
| Is the consumptive use correct?                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            |       |
| 9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.                                                                                                                   | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            | *     |
| 10. Is (are) the place(s) of use and purpose(s) indicated?                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| 11. Is (are) the county(ies) entered?                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |       |
| 12. Is the ownership of p.u. checked?                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |       |
| 13. Are other water rights listed or "none" indicated? (see Item No. 17 for checking other water rights)                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |       |
| 14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)                                                                                                                                                                                    | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            |       |
| 15. Is the basis of the claim indicated?                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |       |
| 16. If the basis of claim is shown as license, permit or decree is the existing water right number listed? (If yes, compare claim with the existing water right and either attach a proof report or state in comments that existing right was compared to claim)                                                                           | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            |       |
| 17. If the basis of claim is shown as beneficial use, or not marked, are there existing water rights shown in our records using the legal desc. on the claim? (If yes, describe these rights in "Comments") NOTE: If the claim is for domestic/stockwater this check is not as necessary unless it is indicated there is an existing right | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            |       |
| 18. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.)                                                                                                                                                                                                          | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            |       |
| 19. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.                                                                                                                                                                                                             | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| 20. Has the claim been signed, sealed, and dated by a notary?                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| 21. Was this claim filed on time, or was an extension granted?                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | *     |
| 22. Is the fee enclosed correct?                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>                | <input type="checkbox"/>            | *     |

Exempt

**MICROFILMED**

SEP 01 1992

YES NO

23. Should this claim be receipted and data entered? . . . . .

Claim checked by: LW Date: 12-9-90

Claim must be returned to claimant: (Yes) (No)

Claimant must be notified of modifications: (Yes) (No)

Receipt Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Claim data entered by: \_\_\_\_\_ Date: \_\_\_\_\_ Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

Sent to claimant by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MICROFILMED  
SEP 01 1992

-----  
RIGHTS FROM: SOURCE: GROUNDWATER  
-----

RIGHT NUMBER: 63-18670

NAME & ADDRESS: ROBERTA L CHARLTON  
445 W USTICK RD  
MERIDIAN ID 83642

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

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

PRIORITY DATE: 06/13/1973

POINT OF DIVERSION: T03N R01W S01 NWNE Within ADA County

| PURPOSE AND<br>PERIOD OF USE: | PURPOSE OF USE  | PERIOD OF USE | QUANTITY |
|-------------------------------|-----------------|---------------|----------|
|                               | STOCKWATER      | 01-01 12-31   | 0.02 CFS |
|                               | DOMESTIC 1 HOME | 01-01 12-31   | 0.04 CFS |

PLACE OF USE: STOCKWATER Within ADA County  
T03N R01W S01 NWNEDOMESTIC Within ADA County  
T03N R01W S01 NWNE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A  
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE  
STOCKWATER, 25 RANGE CATTLE  
PARCEL NO. S1201120615

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

|                |   |                                    |
|----------------|---|------------------------------------|
| In Re SRBA     | ) | NOTICE OF COMPLETED                |
|                | ) | ADMINISTRATIVE PROCEEDINGS         |
| Case No. 39576 | ) |                                    |
|                | ) | Water Rights 63-18670 and 63-18671 |

---

IDWR has completed the following Administrative Proceeding:

☐ Change of Address  
☒ Substitution of Party  
☐ I.C. 42-222 Transfer

---

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water  
right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 63-18670 and 63-18671

From (Claimant/Seller):

Name of Claimant: JIM HATCHETT  
Address: 445 W USTICK RD  
MERIDIAN ID 83642  
Phone: (208) 939-7344

To (Claimant/Purchaser):

Name of Claimant: ROBERTA L CHARLTON  
Address: 445 W USTICK RD  
MERIDIAN ID 83642  
Phone: (208) 888-9830

---

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

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

DATED: June 10, 1999

  
\_\_\_\_\_  
Signature of IDWR Representative

**CERTIFICATE OF MAILING**

I certify that on June 10, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:  
Clerk of the District Court  
Snake River Basin Adjudication  
253 Third Avenue North  
P.O. Box 2707  
Twin Falls, Idaho 83303-2707
2. One Copy to:  
Claimant/Seller for Substitution of Party or attorney of record:  
  
JIM HATCHETT  
445 W USTICK RD  
MERIDIAN ID 83642
3. One Copy to:  
Claimant/Purchaser for Substitution of Party or attorney of record:  
  
ROBERTA L CHARLTON  
445 W USTICK RD  
MERIDIAN ID 83642
4. One Copy to:  
Chief, Natural Resources Division  
Office of the Attorney General  
P.O. Box 44449  
Boise, Idaho 83711-4449
5. One Copy to:  
United States Dept. of Justice  
Environment & Natural Resource Div.  
550 West Fort Street, MSC 033  
Boise, ID 83724

*Denise Buffington*  
Signature of person or attorney mailing the form

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

RECEIVED  
 NOV 17 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
 Incomplete forms will be returned.

RECEIVED

DEC 03 1998

WATER RESOURCES  
 WESTERN REGION

1. Water Right or Adjudication Claim No(s): 63-18670, 63-18671

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

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

AND

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

OR

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

3. Name and Address of Former Owner/Claimant

JIM HATCHETT

4. New Owner/Claimant(s)

ROBERTA L. CHARLTON

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

New Mailing Address

445 W. USTICK RD.

City, State and ZIP Code

MERIDIAN, ID 83642

New Telephone Number

(208) 888-9830

5. Date you acquired the property

09/05/97

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

Number of acres you irrigate 5.02 Number and type of stock 10 CATTLE

Diversion rate in CFS .06 Number of homes 1 Other uses DOMESTIC

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

7. Signature of New Owner or Claimant(s)

Roberta L. Charlton

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

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

## INSTRUCTIONS

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

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

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

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

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

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

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

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

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

THIS FORM FURNISHED COURTESY OF:

**ALLIANCE TITLE &  
ESCROW CORP.**

READ & APPROVED BY GRANTEE(S):

{0615}

97072987

97072987  
ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID

ALLIANCE TITLE

'97 SEP 5 PM 4 26

SPACE ABOVE THIS LINE FOR RECORDING DATA  
FEE 9.00  
RECORDED AT REC ORDER NEST OF 97069332 MM/LM

**WARRANTY DEED**

FOR VALUE RECEIVED JAMES F. HATCHETT AND PATRICIA L. HATCHETT,  
husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto ROBERTA LOUISE  
CHARLTON, an unmarried person

GRANTEE(S), whose current address is: 445 W. USTICK RD, MERIDIAN, IDAHO 83642  
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.

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: September 03, 1997

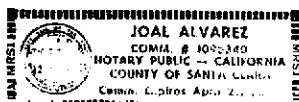
  
JAMES F. HATCHETT

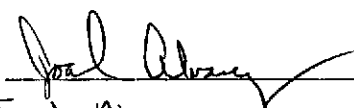
  
PATRICIA L. HATCHETT

STATE OF  
COUNTY OF }

On this 4<sup>th</sup> day of September, in the year of 1997, before me, the undersigned, a Notary  
Public in and for said State, personally appeared JAMES F. HATCHETT AND PATRICIA L.  
HATCHETT

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: 

Name: Joal Alvarez

Residing at: 240 N. 13<sup>th</sup> St., San Jose, CA 95112

My Commission Expires: April 21, 2000

EXHIBIT "A"

PARCEL I

That portion of the Northeast Quarter of Section 1,  
Township 3 North, Range 1 West, Boise Meridian, more  
particularly described as follows:

COMMENCING at the Northeast corner of Section 1, thence  
North 89 degrees 37'10" West along the North line of said  
Section 1, 1,386.60 feet to the REAL POINT OF BEGINNING;  
thence  
South 310 feet to a point; thence  
North 89 degrees 37'10" West, parallel to the Northerly line of  
said Section 1, 115 feet to a point; thence  
North 310 feet to a point on the Northerly line of said Section 1;  
thence  
South 89 degrees 37'10" East along said Northerly line 115 feet to  
the REAL POINT OF BEGINNING

PARCEL II

That portion of the Northeast Quarter of Section 1,  
Township 3 North, Range 1 West, Boise Meridian, Ada County,  
Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 1; thence  
North 89 degrees 37'10" West along the North line of said  
Section 1, 1,361.60 feet, thence  
South 310 feet to the REAL POINT OF BEGINNING; thence continuing  
South 310 feet to a point; thence  
North 89 degrees 37'10" West, parallel to the North line of said  
Section 1, 140 feet to a point; thence  
North 310 feet to a point; thence  
South 89 degrees 37'10" East, parallel to the North line of said  
Section 1, 140 feet to the REAL POINT OF BEGINNING.

PARCEL III

The West Half of the following described property.

A portion of the Northeast Quarter of Section 1, Township 3  
North, Range 1 West, Boise Meridian, Ada County, Idaho,  
more particularly described as follows:

COMMENCING at the Northeast corner of said Section 1; thence  
North 89 degrees 37'10" West along the North line of said Section  
1, 1,336.10 feet to the REAL POINT OF BEGINNING; thence  
South 310 feet to a point; thence  
North 89 degrees 37'10" West parallel to the Northerly line of  
said Section 1, 50 feet to a point; thence  
North 310 feet to a point on the Northerly line of said Section  
1; thence

 P.H.

Continuation of Exhibit A

Order No.:97069332 MM/LM

South 89 degrees 37'10" East along said Northerly line 50 feet,  
formerly 115 feet to the REAL POINT OF BEGINNING.

PARCEL IV

That portion of the Northeast Quarter of Section 1,  
Township 3 North, Range 1 West, Boise Meridian, Ada County,  
Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 1; thence  
North 89 degrees 37'10" West along the North line of said Section  
1, 1,386.1 feet to the REAL POINT OF BEGINNING; thence  
South 310 feet to a point; thence  
North 89 degrees 37'10" West parallel to the Northerly line of said  
Section 1, .5 feet, formerly .05 feet to a point; thence  
North 310 feet to a point on the Northerly line of said Section 1,  
thence  
South 89 degrees 37'10" East along the said Northerly line  
.5 feet to the REAL POINT OF BEGINNING

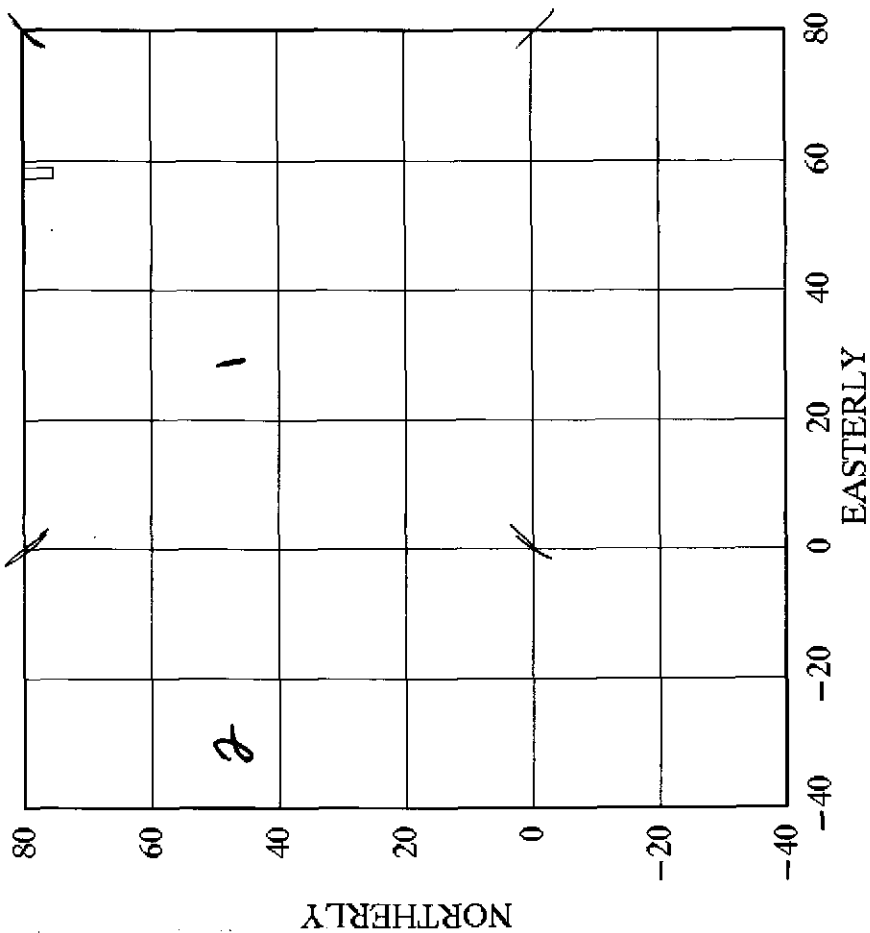
PARCEL V

A portion of the Northeast Quarter of Section 1 in Township  
3 North, Range 1 West, Boise Meridian, Ada County, Idaho,  
more particularly described as follows:

COMMENCING at the Northeast corner of Section 1 in Township  
3 North, Range 1 West, Boise Meridian, thence  
North 89 degrees 37'10" West along the North Section line of  
said Section 1 1,501.60 feet, thence  
South 620 feet to the REAL POINT OF BEGINNING; which is the  
Southwest corner of parcel of land deeded to GARY AND  
CORA FRODSHAM by Instrument recorded January 14, 1974, as  
Instrument No. 871523, Official records; thence  
South 313.40 feet to a point; thence  
South 89 degrees 37'10" East parallel to the North line of Section  
1, 280.50 feet thence;  
North 623.40 feet, thence  
North 89 degrees 37'10" West 140.25 feet, to a point which is  
the Northeast corner of that parcel described in  
Instrument recorded January 14, 1974, as Instrument  
No. 871523, Official Records, thence  
South 310 feet to a point; thence  
North 89 degrees 37'10" West 140.25 feet, more or less, to the  
REAL POINT OF BEGINNING.

63-18670  
63-18671

PARCEL PLOT - METES & BOUNDS  
DISTANCE IS IN CHAINS



3N 1W S-1 NWNE

63-18670  
63-18671

| X-COR | Y-COR | ANGLE   |         |         | BEARING | DIST (FT) |
|-------|-------|---------|---------|---------|---------|-----------|
|       |       | DEGREES | MINUTES | SECONDS |         |           |
| 80.00 | 80.00 |         |         |         |         |           |
| 58.99 | 80.14 | 89.00   | 37.00   | 10.00   | NW      | 1386.60   |
| 58.99 | 75.44 | 0.00    | 0.00    | 0.00    | SW      | 310.00    |
| 57.25 | 75.45 | 89.00   | 37.00   | 10.00   | NW      | 115.00    |
| 57.25 | 80.15 | 0.00    | 0.00    | 0.00    | NW      | 310.00    |
| 58.99 | 80.14 | 89.00   | 37.00   | 10.00   | SE      | 115.00    |

# **ALLIANCE TITLE & ESCROW CORP.**

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To:

Date: September 23, 1997

Escrow No.: 97069332

ROBERTA LOUISE CHARLTON  
445 W. USTIC ROAD  
MERIDIAN, IDAHO 83642

In connection with the above referenced transaction, we enclose the following:

- (    ) Our check in the amount \$
- ( X ) Original Deed recorded September 05, 1997  
as Instrument No. 97072987
- ( X ) Title Insurance Policy No. 13 4036 106 2650
- (    ) Original Deed of Trust recorded  
as Instrument No.

**"THANK YOU"** for the privilege of serving you. Please remember to designate  
**ALLIANCE TITLE & ESCROW CORP.** in your next title or escrow closing transaction.

If you should have any questions or if we may be of further assistance, please do  
not hesitate to contact the undersigned.

Sincerely,

**ALLIANCE TITLE & ESCROW CORP.**

By: Chantele Hunter  
**CHANTELE HUNTER, ESCROW ASSISTANT**

Enclosure(s)

13 4036 106 00002650

**Policy of Title Insurance**

**American Land  
Title Association  
Owner's Policy  
(10-17-92)**

**SUBJECT TO THE EXCLUSIONS FROM  
COVERAGE, THE EXCEPTIONS FROM  
COVERAGE CONTAINED IN SCHEDULE B  
AND THE CONDITIONS AND STIPULA-  
TIONS, TICOR TITLE INSURANCE COM-  
PANY, a California corporation, herein called  
the Company, insures, as of Date of Policy  
shown in Schedule A, against loss or damage,  
not exceeding the amount of insurance stated  
in Schedule A, sustained or incurred by the  
insured by reason of:**

1. Title to the estate or interest described in  
Schedule A being vested other than as  
stated therein;

2. Any defect in or lien or encumbrance on the  
title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the  
land.

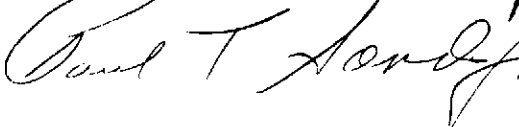
The Company will also pay the costs,  
attorneys' fees and expenses incurred in  
defense of the title, as insured, but only to the  
extent provided in the Conditions and  
Stipulations.

This policy shall not be valid or binding until  
countersigned below by an authorized signa-  
tory of the Company.

Issued by:  
**ALLIANCE TITLE AND  
ESCROW CORPORATION**  
1412 WEST IDAHO STREET  
P.O. BOX 7546  
BOISE, ID 83707  
(208) 336-6515

  
\_\_\_\_\_  
Authorized Signatory

**TICOR TITLE INSURANCE COMPANY**

By  President  
Attest  Secretary

## Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

## Conditions and Stipulations

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, or in Schedule C if not provided for in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. Defects, liens, encumbrances, adverse claims or other matters:

- (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
    - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
    - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      - (a) to timely record the instrument of transfer; or
      - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever

requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

#### **5. PROOF OF LOSS OR DAMAGE**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

#### **6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

##### **(a) To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

##### **(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

#### **7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,  
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

#### **8. APPORTIONMENT**

If the land described in applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

#### **11. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

#### **12. PAYMENT OF LOSS**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

### 13. SUBROGATION UPON PAYMENT OR SETTLEMENT

#### (a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

#### (b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

### 14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All

arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

### 17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Ticor Title Insurance Company, Claims Department, P.O. Box 2233, Los Angeles, California 90051.

~~~~~



**TICOR TITLE INSURANCE**

**Ticor Title Insurance Company**

**Policy  
of  
Title  
Insurance**

jau .  
Premium Amount: \$ 735.00

**S C H E D U L E - A**

Order No.: 97069332 MM

Policy No.: 13 4036-106 2650

Date of Policy: SEPTEMBER 05, 1997 at 4:26 P.M.

Amount of Insurance: \$ 159,738.00

**1. Name of Insured:**

ROBERTA LOUISE CHARLTON

**2. The estate or interest in the land which is covered by this Policy is:**

FEE SIMPLE

**3. Title to the estate or interest in the land is vested in:**

ROBERTA LOUISE CHARLTON, an unmarried person

**4. The land referred to in this Policy is described as follows: situate in State of IDAHO, County of ADA:**

**PARCEL I**

That portion of the Northeast Quarter of Section 1, Township 3 North, Range 1 West, Boise Meridian, more particularly described as follows:

COMMENCING at the Northeast corner of Section 1, thence North 89 degrees 37'10" West along the North line of said Section 1, 1,386.60 feet to the REAL POINT OF BEGINNING; thence South 310 feet to a point; thence North 89 degrees 37'10" West, parallel to the Northerly line of said Section 1, 115 feet to a point; thence North 310 feet to a point on the Northerly line of said Section 1; thence South 89 degrees 37'10" East along said Northerly line 115 feet to the REAL POINT OF BEGINNING

**PARCEL II**

That portion of the Northeast Quarter of Section 1,

Order No.: 97069332 MM

Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 1; thence North 89 degrees 37'10" West along the North line of said Section 1, 1,361.60 feet, thence South 310 feet to the REAL POINT OF BEGINNING; thence continuing South 310 feet to a point; thence North 89 degrees 37'10" West, parallel to the North line of said Section 1, 140 feet to a point; thence North 310 feet to a point; thence South 89 degrees 37'10" East, parallel to the North line of said Section 1, 140 feet to the REAL POINT OF BEGINNING.

PARCEL III

The West Half of the following described property.

A portion of the Northeast Quarter of Section 1, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 1; thence North 89 degrees 37'10" West along the North line of said Section 1, 1,336.10 feet to the REAL POINT OF BEGINNING; thence South 310 feet to a point; thence North 89 degrees 37'10" West parallel to the Northerly line of said Section 1, 50 feet to a point; thence North 310 feet to a point on the Northerly line of said Section 1; thence South 89 degrees 37'10" East along said Northerly line 50 feet, formerly 115 feet to the REAL POINT OF BEGINNING.

PARCEL IV

That portion of the Northeast Quarter of Section 1, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 1; thence North 89 degrees 37'10" West along the North line of said Section 1, 1,386.1 feet to the REAL POINT OF BEGINNING; thence South 310 feet to a point; thence North 89 degrees 37'10" West parallel to the Northerly line of said Section 1, .5 feet, formerly .05 feet to a point; thence North 310 feet to a point on the Northerly line of said Section 1, thence South 89 degrees 37'10" East along the said Northerly line

Order No.: 97069332 MM

.5 feet to the REAL POINT OF BEGINNING

PARCEL V

A portion of the Northeast Quarter of Section 1 in Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Northeast corner of Section 1 in Township 3 North, Range 1 West, Boise Meridian, thence  
North 89 degrees 37'10" West along the North Section line of said Section 1 1,501.60 feet, thence  
South 620 feet to the REAL POINT OF BEGINNING; which is the Southwest corner of parcel of land deeded to GARY AND CORA FRODSHAM by Instrument recorded January 14, 1974, as Instrument No. 871523, Official records; thence  
South 313.40 feet to a point; thence  
South 89 degrees 37'10" East parallel to the North line of Section 1, 280.50 feet thence;  
North 623.40 feet, thence  
North 89 degrees 37'10" West 140.25 feet, to a point which is the Northeast corner of that parcel described in Instrument recorded January 14, 1974, as Instrument No. 871523, Official Records, thence  
South 310 feet to a point; thence  
North 89 degrees 37'10" West 140.25 feet, more or less, to the REAL POINT OF BEGINNING.

END OF SCHEDULE A

## SCHEDULE B

ORDER NO.: 97069332 MM

POLICY NO.: 13 4036-106 2650

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

### [Exceptions]

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. General Taxes for the year 1997, a Lien but not yet due and payable.
8. The Land described herein is located within the boundaries of the NAMPA-MERIDIAN Irrigation District and is subject to any Assessments levied thereby. For current status call 343-1884.
9. Easement, and the Terms and Conditions thereof:  
In Favor of IDAHO POWER COMPANY  
Purpose POWER LINE EASEMENT  
Recorded JULY 2, 1970  
Instrument No. 775255  
AFFECTS PARCEL V
10. Easement, and the Terms and Conditions thereof:  
In Favor of IDAHO POWER COMPANY  
Purpose POWER LINE EASEMENT  
Recorded JANUARY 18, 1972

ATTACHED TO AND MADE A PART OF TICOR TITLE INSURANCE COMPANY  
POLICY NO.: 13 4036-106 2650

Order No.: 97069332 MM

Instrument No. 794241  
AFFECTS PARCEL I

11. Easement, and the Terms and Conditions thereof:  
In Favor of DEAN M. TALBOT AND CLARA A. TALBOT, HUSBAND  
AND WIFE  
Purpose EASEMENT FOR INGRESS AND EGRESS AND PUBLIC  
UTILITIES OVER THE EASTERLY 25 FEET OF SAID  
LAND  
Recorded JANUARY 14, 1974  
Instrument No. 871523
12. Right of way for W. USTICK RD.
13. A Deed of Trust, and the terms and conditions thereof:  
Stated Amount \$127,750.00  
Grantor ROBERTA LOUISE CHARLTON, AN UNMARRIED PERSON  
Trustee ALLIANCE TITLE & ESCROW CORP.  
Beneficiary ACCUBANC MORTGAGE CORPORATION DBA ACCUMORTGAGE  
CORPORATION, A CORPORATION  
Dated SEPTEMBER 3, 1997  
Recorded SEPTEMBER 5, 1997  
Instrument No. 97072988

END OF SCHEDULE B



**IDAHO DEPARTMENT OF WATER RESOURCES  
WESTERN REGION  
2735 Airport Way  
Boise, Idaho 83705-5082**

**RETURN SERVICE REQUESTED**

RECEIVED

**JUN 14 1999**

**WATER RESOURCES  
WESTERN REGION**

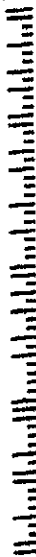
63-18670

603-186071



NOT DELIVERABLE  
AS APPLICABLE  
JIM HATCHETT  
445 W USTICK RD  
MERIDIAN ID 83642

43649-1-0728000





AJ0749NP  
No. 63-18670

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT  
(REGIONAL)

DATE: 06/09/99  
PAGE: 2

Remarks: PARCEL NO. S1201120615

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:  
Presumption Flag:

Comments: Date: 02/18/1997 User-ID: CORR3 Subject: COPIED FROM REMARKS  
\*CHANGE IN OWNERSHIP COMPLETED BY L.R.W. ON 8/23/91.

Date: 06/09/1999 User-ID: DBUFFING Subject: NAME CHANGE - OWNERSHIP CHANGE  
THE DATA IN THE NAME FIELD WAS CHANGED TO SHOW THIS RIGHT HAS AN  
OWNERSHIP CHANGE.

Audit: 06/09/99 DBUFFING



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

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

FAX (208) 334-2348

**PHILIP E. BATT**  
GOVERNOR

**KARL J. DREHER**  
DIRECTOR

June 10, 1999

RE: Water Right No. 63-18670 & 63-18671

ROBERTA L CHARLTON  
445 W USTICK RD  
MERIDIAN ID 83642

Dear Property Owner:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

Thank you for your patience and cooperation. If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington  
Records Clerk  
Adjudication Section  
Western Region

DB:db

Enclosures

cc: Jim Hatchett

**IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT  
(REGIONAL)**

| OWNER<br>CODE | NAME & ADDRESS | PRIORITY<br>DATE | WATER USE | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|---------------|----------------|------------------|-----------|-----------------------|-------------------|---------------------|
|---------------|----------------|------------------|-----------|-----------------------|-------------------|---------------------|

| PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO |
|------------------|------------|-----------------------|
| 06/13/1973       | STOCKWATER | 01-01 12-31           |
|                  | DOMESTIC   | 01-01 12-31           |

TOTAL DIVERSION:

TOTAL DIVERSION: 0.06 CFS

**Stage: BENEFICIAL USE**

**Tributary to:**

**ADA County**

T03N R01W S01 NWNE

Point(s) of Diversion:

Place of use Legal Description for: STOCKWATER

FM

五

[illegible]

Place of use Legal Description for: DOMESTIC

**W**

[illegible]

**POU County: ADA**

Non-Irrigation Uses: 1 HOME

**Other Rights:** NONE

**Conditions of Approval:**

N11 - THE QUANTITY OF WATER DECRED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP STOCKWATER, 25 RANGE CATTLE  
PARCEL NO. S1201120615

Dates: \_\_\_\_\_ Exam Made Date: \_\_\_\_\_

**Verified Date:**

Objection Filed Date:

**Misc:** Water District Number:

Field Inspection Flag:  
Presumption Flag:

AJ0749NP  
No. R63-18670

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT  
(REGIONAL)

DATE: 06/02/98  
PAGE: 2

Comments: Date: 02/18/1997 User-ID: CORR3 Subject: COPIED FROM REMARKS  
\*CHANGE IN OWNERSHIP COMPLETED BY L.R.W. ON 8/23/91.

Audit: 06/02/98 CHALKER



AJ5809NP  
No. R63-18670

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/20/98  
PAGE: 164

Comments: Date: 02/18/1997 User-ID: CORR3 Subject: COPIED FROM REMARKS  
PARCEL #0615 OF NH4NE64  
\*CHANGE IN OWNERSHIP COMPLETED BY L.R.W. ON 8/23/91.

Audit: 02/18/97 CORR3



State of Idaho  
DEPARTMENT OF WATER RESOURCES

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

April 9, 1991

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

Charles Gary Frodsham  
1560 S. Carol  
Meridian, ID 83642

Dear Mr. Frodsham:

Enclosed is Amended Claim No. A63-18671 showing the point of diversion and place of use as the NW 1/4 NE 1/4, Sec. 1, Twp. 3N, Rge. 1W, per our phone conversation. Please sign one copy before a notary and return to this office along with the signed Change of Ownership form enclosed.

The enclosed change of ownership changes the name on Claim No.'s A63-18670 (copy enclosed) and A63-18671 to the new owners, Jim Hatchett. Please sign this form on page 2 at the top under signature of former claimant. Then, return this form with the amended claim form for A63-18671.

Once these forms are processed Mr. Hatchett will have water rights filed on his domestic well and the additional well in the vacant lot. We will send him a copy of both claims once the change in ownership is complete.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jan Shurte".

Jan Shurte  
Water Rights Supervisor  
Adjudication Section

JS:lh  
Enclosures

MICROFILMED

SEP 01 1992



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

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

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

Date August 23, 1991

[ ]

Jim Hatchett  
445 W. Ustick Rd.

[ Meridian, ID 83642 ]

Notice of Claim No.(s) A63-18670, A63-18671

Dear Claimant:

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

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim(s) for final court decree.

If you have any questions concerning the enclosed claim(s), please feel free to contact this office.

Sincerely,

Linda A. Werner  
Sr. Water Resource Agent  
Adjudication Section

Enclosure(s)

**MICROFILMED**

SEP 01 1992



State of Idaho  
DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

[ Charles Gary Fradsham  
445 W. Ustick Rd.  
Meridian, ID 83642 ]

Dear Claimant(s):

We have received your Notice(s) of Claim to a Water Right filed in the Snake River Basin Adjudication.

In the initial review of this claim(s) we found it necessary to either complete or change an item or items on your claim form(s). A copy of your original claim(s) with these changes marked, along with the computer generated copy, and Receipt No. W5668 are enclosed. Only the item(s) shown below with a checkmark have been either changed or added to your claim(s).

       Item #2 - Only a portion of your priority date was listed. This item requires a month, day and year. We have added in the required information based on the Department's rules for dates of priority.

✓ Item #4 - The point of diversion appears to be incorrectly described or not described at all. Based on other information provided which included your legal description, we have added in the quarter-quarter, section, township and range. If you had listed the Lot, Block and Subdivision name, enclosed is a copy of the subdivision map from which we computed the quarter-quarter legal description.

       Item #5 - No description of diverting works was listed. Because the source was described as a groundwater source, we have completed this item with well, pump and pipeline. If your groundwater source is not a well, please notify us.

       Item #6 - The period of use is not listed for the use(s) claimed. The Department has recommended periods of use for certain uses. The recommended period of use has been added to your claim.

MICROFILMED

SEP 11 1988

Item #7 - The total quantity claimed was not completed. The use(s) claimed have been added together and this amount added to your claim.

Item #9 - The number of homes was not listed on your claim. It appears to be filed for one domestic home and this information has been added to your claim.

Item #10- The place of use appears to be incorrectly described, or not described at all. Based on other information submitted we have added in the quarter-quarter, section, township and range. If you had listed the Lot, Block and Subdivision name, we have enclosed a copy of the subdivision map from which we computed the quarter-quarter legal description. Or, if you have listed a quarter-quarter legal description under Item No. 4, we have listed this same quarter-quarter, section township and range on this item.

Item #12- The ownership of the place of use has not been marked. We have assumed you own the place of use and this information has been added to your claim.

Item #15- Basis of Claim was not completed. No previously recorded water rights were found, therefore, we have marked beneficial use of the water as the basis for filing this claim.

X  
Other Your second Notice of Claim is still in  
process at this time.

If you have any problems or questions concerning these additions and/or changes, please feel free to change the copy of your claim form(s) and return it to this office. The new changes can then be made and a computer generated copy showing these changes sent to you. If we do not hear from you, we will assume these changes meet with your approval and the claim(s) will remain as shown on the enclosed copies.

Sincerely,

*Linda Werner*

LINDA WERNER  
Sr. Water Resource Agent  
Adjudication Section

LW:js

MICROFILMED

SEP 11

| + - - - | - DECREE PLAINTIFF | - - - + | + - - - | - DECREE DEFENDANT | - - - + | + - DECREE DATE |
|---------|--------------------|---------|---------|--------------------|---------|-----------------|
|         |                    |         |         |                    |         | 00/00/0000      |

PREFIX TRANSLATION: ADJUDICATION CLAIM

NO COMMENTS FOUND

|                       |   |            |                       |   |            |                         |   |       |
|-----------------------|---|------------|-----------------------|---|------------|-------------------------|---|-------|
| COURT REPORT FILING   | - | 00/00/0000 | FIELD INSPECTION MADE | - | 00/00/0000 | CIVIL CASE NUMBER       | - | 39576 |
| OBJECTION FILED DATE  | - | 00/00/0000 | FIELD INSPECTION FLAG | - | -          | OLD CASE NUMBER         | - |       |
| RESPONSE FILED DATE   | - | 00/00/0000 | VERIFIED DATE         | - | 00/00/0000 | OLD JUDICIAL DISTRICT   | - |       |
| CLAIM RECEIVED DATE   | - | 09/07/1989 | LAST AMENDED DATE     | - | 00/00/0000 | TEMPORARY RIGHT         | - | P     |
| PROOF DUE DATE        | - | 00/00/0000 | PROOF MADE DATE       | - | 00/00/0000 | WATER DISTRICT          | - |       |
| LICENSED DATE         | - | 00/00/0000 | RECEIPT NUMBER        | - | W005668    | FEDERAL/STATE INDICATOR | - | 5     |
| CLAIMS TAPE ERROR FLG | - | -          | POU OWNERSHIP FLAG    | - | Y          | PRESUMPTION FLAG        | - |       |
| FEE EXEMPT FLAG       | - | -          | NAME CONNECTOR        | - | -          |                         |   |       |

Hatchett James E Patricia  
445 W. Astick

**DATA ENTRY**  
**ENTERED** \_\_\_\_\_  
**CHECKED** \_\_\_\_\_

**CERTIFIED**

2

**WATER EXAMINER**

VERIFIED

JAN 24 1953