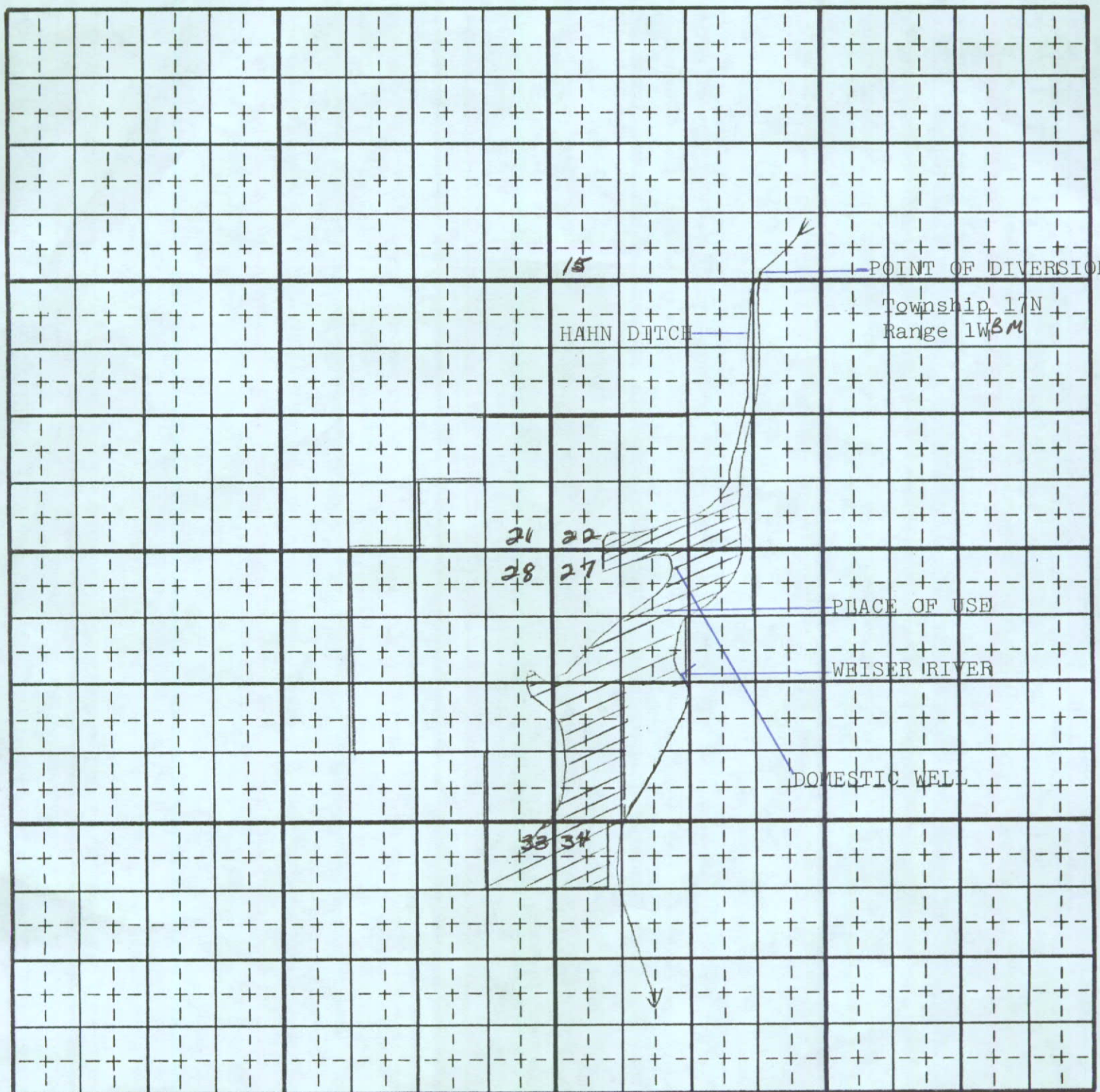


Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



MICROFILMED
OCT 22 1996

Last Name JACOBS

Ident No.

Copies: White-State, Yellow-Claimant

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: 67-00048
Date Received: 8/24/89
Receipt No: W004934
Received By:

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

1. Name of Claimant(s): WILLIAM R SHORE Phone: (208) 425-3218
Address: 2055 IVINS RD
BANCROFT ID USA 83217
- Name: ROBERTA S SHORE Phone: (208) 425-3218
Address: 2055 IVINS RD
BANCROFT ID USA 83217

2. Date of Priority: 06/01/1904

3. Source: WEISER RIVER Trib. to: Snake River

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
17N	01W	15	SE SE SE	ADAMS

5. Description of diverting works:

TEMP. DAM, WOODEN HEADGATE, HAHN DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	5/15	10/15	0.72	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
17N	01W	22	SE SW		IRRIGATION	24
			NW SE		IRRIGATION	10
			SW SE		IRRIGATION	16
					Section Acres	50
17N	01W	27	SW NW		IRRIGATION	12
			NW NE		IRRIGATION	7
			NE NW		IRRIGATION	11
			SE NW		IRRIGATION	13
			NW SW		IRRIGATION	26
			SW SW		IRRIGATION	14
					Section Acres	83
17N	01W	28	SE NE		IRRIGATION	5
			NE SE		IRRIGATION	9
			SE SE		IRRIGATION	5
					Section Acres	19
17N	01W	33	NE NE		IRRIGATION	10
					Section Acres	10
17N	01W	34	NW NW		IRRIGATION	24
					Section Acres	24
					Total Acres	186

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

14. Remarks:

ADDRESS CHANGED PER CLAIMANT LETTER. 11/17/98 LH
OWNERSHIP CHANGED BY DB 8/24/2000.

15. Basis of Claim: Decreed

16. Signature(s) N / A

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

RECEIVED

APR 19 1999

WATER RESOURCES
WESTERN REGION

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

1. Water Right or Adjudication Claim No(s): 67-14073, A67-00046, A67-00047, A67-00048
A67-00049, A67-02053AH
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 L.J. Poyner P/R ESTATE BARR S. JACOBS

4. New Owner/Claimant(s) WILLIAM AND ROBERTA SHANE
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address 2055 IVINS ROAD
- City, State and ZIP Code BANCROFT, ID 83217
- New Telephone Number (208) 435-3218

5. Date you acquired the property 11-16-98

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 _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

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

7. Signature of New Owner or Claimant(s) William Shane

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.

(Optional)

Recorded ☐
 Microfilmed ☐
 Indexed ☐

Platted ☐
 Deed Card ☐
 Compared ☐

Key Punched ☐
 Master File ☐
 Abstracted ☐

☐ Treasurer ☐
COPY ☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

MILDRED JACOBS, ^{/aka MILDRED E. JACOBS} a single person, as to her 1/6th interest, GRANTOR(S)
 of 5298 N. Glen Lane County of Ada State of Idaho
 hereby CONVEYS, GRANTS and WARRANTS TO

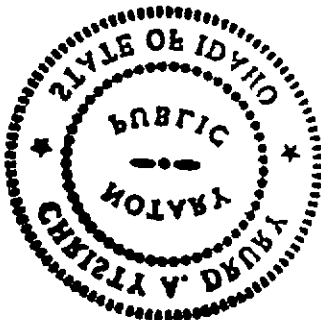
WILLIAM R. SHORE and ROBERTA SHOPE, husband and wife, GRANTEE(S)
 whose current address is 2055 Ivins Rd., Bancroft, Idaho
 for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION Dollars (\$10.00)

the following described tract(s) of land in Adams County, State of Idaho:

A 1/6th interest in the following described property:

More particularly described on attached Exhibit "A"

See original
 Map in
 A67-00046



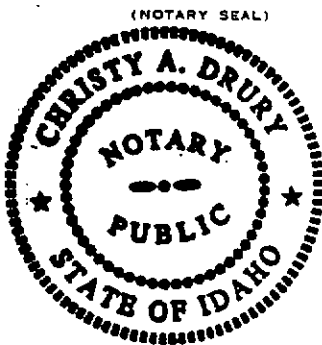
Location of above described property _____
 House No. _____ Street _____

WITNESS the hand of said Grantors this

16th

day of November, A.D. 19 98.

Mildred E. Jacobs
Mildred Jacobs, aka Mildred E. Jacobs



State of Idaho

County of Adams

ss.

On the 16th day of Nov A.D. 19 98

personally appeared before me

aka Mildred E. Jacobs
MILDRED JACOBS, a single person,
/aka Mildred E. Jacobs

the signer(s) of the within instrument, who duly acknowledged to me that ~~she~~
executed the same.

Residing at

Fruitvale, Idaho

My Commission expires: 3/4/04

Christy A. Drury
(NOTARY PUBLIC)

MAIL DEED TO:

MAIL TAX NOTICE TO:

Name Mr. & Mrs. William P. Shore

Address _____

City & State _____

Zip _____

No. _____

WARRANTY DEED

—TO—

Dated _____, 19____

STATE OF IDAHO

ss.

County of _____

I hereby certify that this instrument was
filed for record at request of _____

at _____ minutes past _____
o'clock _____ M., this _____ day
of _____, A.D. 19____
in my office, and duly recorded in Book _____
of _____ at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees \$ _____

EXHIBIT "A"

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 21: S1/2SE1/4, NE1/4SE1/4

Section 22: SW1/4, W1/2SE1/4

Section 27: NW1/4NE1/4, NW1/4, W1/2SW1/4

Section 28: NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4, E1/2SE1/4

Section 33: NE1/4NE1/4

Section 34: NW1/4NW1/4 EXCEPTING THEREFROM a tract of land described as beginning at a point 20 rods West of the Northeast corner of the NW1/4NW1/4 of said Section 34, and running thence East 20 rods; thence South 80 rods; thence West 40 rods; thence in a Northeasterly direction on a straight line to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following parcel:

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 22: Beginning at the Northwest corner of the SE1/4SE1/4; Thence South along the West line of SE1/4SE1/4 312 feet to a point;

Thence West 355 feet to the Weiser River;

Thence Northeast along the Weiser River to a point where the Weiser River intersects the West line of the E1/2SE1/4;

Thence South along the West line of the E1/2SE1/4 385 feet to the REAL POINT OF BEGINNING.

COPY

PERSONAL REPRESENTATIVE'S DEED

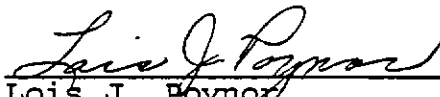
THIS PERSONAL REPRESENTATIVE'S DEED, made by LOIS J. POYNOR, as Personal Representative of the Estate of BARR S. JACOBS, deceased, as to a 5/6ths interest, Grantor, to WILLIAM R. SHORE and ROBERTA SHORE, husband and wife, Grantee, whose current address is:

WHEREAS, Grantor is the qualified Personal Representative of said Estate, filed as Probate Number SP 97-00242 in Washington County, Idaho;

THEREFORE, for valuable consideration received, Grantor sells and conveys to Grantee all interest in the following described real property located in Adams County, Idaho, claimed by the estate:

More particularly described on attached Exhibit "A".

EXECUTED this 16th day of November, 1998.

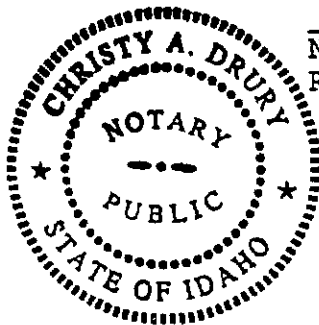


Lois J. Poynor
Personal Representative of Estate
of Barr S. Jacobs, Deceased

STATE OF IDAHO)
 ADAMS) ss.
County of Washington)

On this the 16th day of Nov 1998, before me the undersigned, a Notary Public in and for said State, personally appeared LOIS J. POYNOR, known to me to be the person whose name is subscribed to the foregoing instrument as the Personal Representative of the Estate of BARR S. JACOBS, deceased, and acknowledged to me that she executed the same for and on behalf of said estate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Christy A. Drury
Notary Public for said State
Residing at: ~~Weiser~~, Idaho
Fruitvale

EXHIBIT "A"

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 21: S1/2SE1/4, NE1/4SE1/4

Section 22: SW1/4, W1/2SE1/4

Section 27: NW1/4NE1/4, NW1/4, W1/2SW1/4

Section 28: NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4, E1/2SE1/4

Section 33: NE1/4NE1/4

Section 34: NW1/4NW1/4 EXCEPTING THEREFROM a tract of land described as beginning at a point 20 rods West of the Northeast corner of the NW1/4NW1/4 of said Section 34, and running thence East 20 rods; thence South 80 rods; thence West 40 rods; thence in a Northeasterly direction on a straight line to the REAL POINT OF BEGINNING.

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Thence West 355 feet to the Weiser River;

Thence Northeast along the Weiser River to a point where the Weiser River intersects the West line of the E1/2SE1/4;

Thence South along the West line of the E1/2SE1/4 385 feet to the REAL POINT OF BEGINNING.

CONTRACT OF SALE

COPY

THIS AGREEMENT, made and entered into this 16th day of November, 1998, by and between LOIS POYNOR, ^{/aka LOIS J. POYNOR} Personal Representative of the Estate of Barr S. Jacobs, Deceased, 1266 W. 1st, Weiser, Idaho, and MILDRED JACOBS, ^{aka MILDRED E. JACOBS} a single person, 5298 N. Glen Lane, Boise, Idaho 83703, hereinafter referred to as Seller, and WILLIAM R. SHORE and ROBERTA SHORE, husband and wife, 2055 Ivins Rd., Bancroft, Idaho, hereinafter referred to as Buyer.

SALE: WHEREAS, Sellers own certain real property situate in Adams County, Idaho, more particularly described in the attached Exhibit "A" in the proportion of 1/6th, Mildred Jacobs, and 5/6ths Barr S. Jacobs Estate. Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situated in the County of Adams, State of Idaho, more particularly described in Exhibit "A" attached hereto.

PRICE AND TERMS OF PAYMENT: Buyer agrees to pay for the premises and Seller agrees to accept as the purchase price therefor the sum of SEVEN HUNDRED THOUSAND AND NO/100 (\$700,000.00) DOLLARS, payable as follows:

A. TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS down, the receipt of which is hereby acknowledged, and

B. Deferred balance of FOUR HUNDRED FIFTY THOUSAND AND NO/100 (\$450,000.00) DOLLARS with interest ^{/from November 16, 1998} at the rate of seven and one-half percent (7 1/2%) per annum payable as follows:

Sixty (60) equal monthly payments of \$3,625.17 including interest at seven and one-half percent (7 1/2%) per annum, with the first of said monthly payments being due on the 16th day of December, , 1998, with a balloon payment of the balance, \$391,059.40 due on the 61st month following execution of this agreement.

Buyer shall have the right to prepay at any time. Mildred Jacob's 1/6th interest shall be paid from the Buyer's payment at closing of this contract after deduction of 1/6th of the costs of sale, including taxes, title insurance, attorney's fees, and any other expense customarily or by this agreement to be paid by Seller.

WATER SHARES AND RIGHTS: Seller conveys 200 shares Class A stock in the Lost Valley Reservoir storage with the real property.

IMPROVEMENTS: Buyer has inspected all improvements on the premises and accepts them "as is". Buyer shall have the right to remove the house presently on the property in order to build a new home subject to the obligation to insure for the benefit of Seller in the amount of the contract balance.

SUBJECT TO LEASE AGREEMENT: Buyers are purchasing this property subject to the current lease agreement with Henderson Ranches, Lessee, which terminates January 1, 1999. The annual

AS IS:

Vendee warrants and agrees that it has itself or acting through it's authorized agent or agents made a full and complete inspection of the described real and/or personal property, including but not limited to the condition, boundaries, water rights, environmental condition, improvements located thereon or appurtenant thereto, related government files and records and all of their allied and related aspects; Vendee acknowledges that the properties are being sold without a survey; Vendee is purchasing said property, as aforesaid, solely upon said inspection and not upon any statement or statements made by Vendor or Vendor's agent or agents; Vendee agrees that there have been no representations made by Vendor regarding productive or developmental capacity or income derived from the described premises or potential income to be derived therefrom; Vendee acknowledges that Vendor has made no representations regarding any boundary, either current or prospective; Vendee accepts said property and rights being sold or assigned hereunder, in all respects, "AS IS" and without warranty of any type, excepting title is warranted to the extent that the title insurance policy recognizes coverage. This is a sale by description and Vendee assumes all risk with respect to acreage, boundaries, environmental or other condition, water rights, improvements, and all other matters or circumstance relating to the property and rights being sold or assigned hereunder. Excepting for the warranty of title, as aforesaid. Vendor makes no warranty of any type, kind or nature, and expressly disclaims warranties of every type, including warranties of merchantability and fitness for a particular purpose. This disclaimer extends to all remedies, in law and equity.

IF THE PROPERTY ABUTS ANY RIVER, STREAM OR BODY OF WATER, THE FOLLOWING IS DEEMED APPLICABLE AND INCORPORATED AS PART OF THE "AS IS" AGREEMENT:

Vendee acknowledges that a portion of the property is located along the Weiser River and that boundary lines can change through the movement of shore lines through accretion and avulsion. Vendee acknowledges that Vendors have made no representations regarding the river boundary or any other boundary, either current or prospective, and Vendee, with respect to all boundaries, is accepting the property "As Is" and without warranty of any type.

SINGULAR/PLURAL:

Noting that multiple parties are involved, it is agreed that when Vendor and Vendee are used in the singular such shall be read in the plural when appropriate.

[Handwritten signatures and initials]
m.j.

lease payment shall be prorated between Buyer and Seller with Seller to receive 7/12 and Buyer to receive 5/12 of the annual payment.

PERSONAL PROPERTY: Lessee, Henderson Ranches, has a portable fuel tank to be removed at the end of their lease. That fuel tank is not included in this property sale.

WARRANTY DEED AND ESCROW: At the signing of this Contract of Sale, the Sellers shall also execute their good and sufficient Warranty Deed conveying said property to the Buyer. This deed, together with an executed copy of this Contract of Sale, shall be lodged with Timberline Title, Council, Idaho, as escrow holder. In carrying out the trust imposed in it hereby, said escrow holder shall be guided by the terms and conditions of this Contract of Sale. If and when the Buyer shall have complied with all of the terms and conditions of this Contract of Sale, then the escrow holder is directed to deliver all escrowed papers to the Buyer. Thereupon, the Buyer shall record the Warranty Deed transferring title to the Buyer.

TITLE INSURANCE: The Seller shall within a reasonable time and not more than thirty days from the date of contract, provide a title insurance policy in the amount of \$700,000.00, showing an insurable title subject only to current taxes, and any easements of record. Costs of the title insurance policy shall be paid by the Seller and the original policy shall be placed in escrow.

TAXES, ASSESSMENTS AND IMPROVEMENT LIENS: Seller covenants to have paid all taxes on the herein described property for the year 1997. All 1998 tax assessments, water assessments or other assessments levied on said property shall be prorated as of the 1st day of November, 1998. Thereafter, all taxes and assessments, ditch or water charges levied against said property shall be paid by the Buyer. The Buyer shall not allow any such taxes, assessments, improvement liens, or other charges to become delinquent on said property during the term of this Agreement.

POSSESSION OF PROPERTY: Buyer may enter into possession of such property on the 16th day of November, 1998, and continue in such possession for and during the life of this agreement. Buyer shall maintain such premises and all improvements thereon in good repair, shall permit no waste thereof, and shall take the same care thereof that a prudent owner would take.

EXCHANGE OF LANDS: Due to change in the channel of the Weiser River, lands have been exchanged with Steven and Elsie Shumway for convenience of Sellers and the Shumways. The parties agree to formalize the transfer to pass title. The property involved is described in the attached Exhibit "B".

ADDRESSES: For the purposes of any notices required under the provisions of this agreement, the following are the addresses of the parties until such time as each shall notify the other in writing of a change of address:

Seller: Estate of Barr S. Jacobs, Lois Poynor, Pers. Rep.
1266 West 1st, Weiser, Idaho 83672

Mildred Jacobs
5298 N. Glenn Lane
Boise, Idaho 83703

Buyer: William R. & Roberta Shore
2055 Ivins Rd.
Bancroft, Idaho

INSPECTION OF PREMISES: The Buyer acknowledges that he has been given full opportunity for inspection and accepts the property in its present condition without relying on any representation of the Seller or his agents.

FIRE INSURANCE: Buyer shall keep the buildings erected and to be erected upon such property insured against fire in the amount of the reasonable insurable value thereof in insurance companies to be approved by the Seller for the mutual benefit and protection of the parties hereto, showing the Seller as a named insured. A copy of said policy shall be placed in escrow.

FORFEITURE: Time and punctuality of payment are of the essence and a material part of this contract; and in the event Buyer shall default in the performance of the terms of this agreement, Seller may cause notice in writing to be given to Buyer, specifying the matter in which such default occurred. The notice shall be served upon Buyer by depositing the same in any United States Post Office, addressed to Buyer at Buyer's address specified herein or such other address as Buyer shall request in writing to the escrow holder, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the

post office as aforesaid. If Buyer shall fail to cure such default within thirty (30) days after the service of such notice as aforesaid, then Seller may elect to:

A. Declare the entire unpaid balance on the contract including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Seller to be immediately due and owing and,

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyer to Seller, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyer of election to pursue this remedy is required prior to suit, or (2) Declare this contract to be terminated due to said default. In that event, this contract shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this contract. In that event Buyer agrees to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property, and shall be retained as liquidated damages. If notice of election of this remedy is not

given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyer agrees to immediately vacate the premises upon receipt of the notice.

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for breach thereof.

D. In the event it becomes necessary for either of the parties hereto to place this agreement in the hands of the attorney for enforcement of their rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorneys' fee incurred by the prevailing party, and shall further pay the costs of preparation of any default notice, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

ESCROW FEE: It is mutually understood and agreed between the parties that the escrow fees will be equally divided between the parties. Timberline Title will also do the closing of this transaction, and all closing costs will be equally divided between Seller and Buyer.

LEGAL FEE: It is understood by all parties hereto that the attorneys drafting this agreement represent the Seller, and the Buyer is free to have this contract reviewed by an attorney of his own choosing. Buyer agrees to pay to the Seller an amount

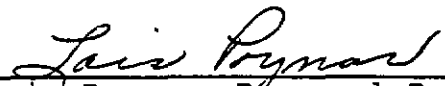
equal to one-half of the attorney fee incurred by the Seller as a reimbursement of the costs of drafting this agreement and accompanying documents.

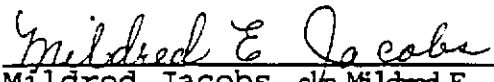
ATTORNEY'S FEES: In the event suit or action arises hereunder for the enforcement of any of the rights of the parties hereto, the prevailing parties in such litigation shall be entitled, in addition to any other award meet by the Court, to a reasonable sum to be fixed by the Court for attorney's fees.

ADDITIONAL COVENANTS: This agreement expresses the entire agreement of said parties and no oral representations or warranties were made inducing either of the parties to enter into this Agreement. THIS AGREEMENT SHALL BE BINDING upon the heirs, executors, administrators and assigns of the parties hereto.

As used in this contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


Lois Poyner, Personal Representative of Barr S. Jacobs Estate
aka Lois J. Poyner


Mildred Jacobs, aka Mildred E. Jacobs

"Seller"

William R. Shore
William R. Shore

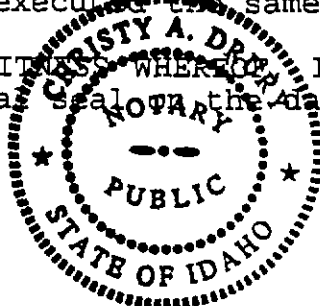
Roberta Shore
Roberta Shore

"Buyer"

STATE OF IDAHO)
County of Adams) ss.
County of Washington)

On this the 16th day of Nov 1998, before me the undersigned, a Notary Public in and for said State, personally appeared LOIS POYNOR, ^{aka Lois T. Poynor} Personal Representative of the Barr S. Jacobs Estate, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for and on behalf of said estate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



Christy A. Drury
Notary Public for said State
Residing at: Weiser, Idaho
Fruitvale

STATE OF IDAHO)
County of Adams) ss.

On this the 16th day of Nov 1998, before me the undersigned, a Notary Public in and for said State, personally appeared MILDRED JACOBS, ^{aka Mildred E. Jacobs} a single person, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

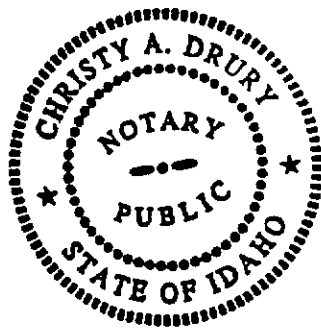
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Christy A. Drury
Notary Public for said State
Residing at: Fruitvale, Idaho

STATE OF IDAHO)
County of Adams) ss.
~~Washington~~)

On this the 16th day of November 1998, before me the undersigned, a Notary Public in and for said State, personally appeared WILLIAM R. SHORE and ROBERTA SHORE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.



Christy A. Drury
Notary Public for said State
Residing at Weiser, Idaho
Fruitvale

EXHIBIT "A"

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 21: S1/2SE1/4, NE1/4SE1/4

Section 22: SW1/4, W1/2SE1/4

Section 27: NW1/4NE1/4, NW1/4, W1/2SW1/4

Section 28: NE1/4, E1/2NW1/4, NE1/4SW1/4, NW1/4SE1/4, E1/2SE1/4

Section 33: NE1/4NE1/4

Section 34: NW1/4NW1/4 EXCEPTING THEREFROM a tract of land described as beginning at a point 20 rods West of the Northeast corner of the NW1/4NW1/4 of said Section 34, and running thence East 20 rods; thence South 80 rods; thence West 40 rods; thence in a Northeasterly direction on a straight line to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following parcel:

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 22: Beginning at the Northwest corner of the SE1/4SE1/4; Thence South along the West line of SE1/4SE1/4 312 feet to a point;

Thence West 355 feet to the Weiser River;

Thence Northeast along the Weiser River to a point where the Weiser River intersects the West line of the E1/2SE1/4;

Thence South along the West line of the E1/2SE1/4 385 feet to the REAL POINT OF BEGINNING.

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: A67-00048
Date Received: 8/24/1989
Receipt No: W004934
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: BARR S JACOBS
Address: C/O LOIS POYNOR
1266 W 1ST ST
WEISER ID

208-549-4854

83672

2. Date of Priority: JUN 1, 1904

3. Source: WEISER RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
17N	01W	15	SE	SE	SE		ADAMS

5. Description of diverting works:
TEMP. DAM, WOODEN HEADGATE, HAHN DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/15	10/15	0.720		

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

8. Total consumptive use is 498.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
17N	01W	22	SE	SW		IRR	24.0
			NW	SE		IRR	10.0
			SW	SE		IRR	16.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	50.0
		27	NW	NE	IRR	7.0
			NE	NW	IRR	11.0
			SW	NW	IRR	12.0
			SE	NW	IRR	13.0
			NW	SW	IRR	26.0
			SW	SW	IRR	14.0
					Section Acres	83.0
		28	SE	NE	IRR	5.0
			NE	SE	IRR	9.0
			SE	SE	IRR	5.0
					Section Acres	19.0
		33	NE	NE	IRR	10.0
					Section Acres	10.0
		34	NW	NW	IRR	24.0
					Section Acres	24.0
					Total Acres	186.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

200 SHARES, CLASS A, LOST VALLEY RESERVOIR

14. Remarks:

ADDRESS CHANGED PER CLAIMANT LETTER. 11/17/98 LH

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

JOHN T. MUIR
Decree Plaintiff

WILLIAM ALLSION
vs Decree Defendant

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: A67-00048
Date Received: 8/23/1989
Receipt No: W004934
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BARR S JACOBS 208-549-4854
Address: HC 62 BOX 1440
COUNCIL ID 83612

2. Date of Priority: JUN 1, 1904

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
17N	01W	15	SE	SE	SE		ADAMS

5. Description of diverting works:
TEMP. DAM, WOODEN HEADGATE, HAHN DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/15	10/15	0.720		

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

8. Total consumptive use is 498.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
17N	01W	22	SE	SW		IRR	24.0
			NW	SE		IRR	10.0
			SW	SE		IRR	16.0

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	50.0
		27	NW	NE	IRR	7.0
			NE	NW	IRR	11.0
			SW	NW	IRR	12.0
			SE	NW	IRR	13.0
			NW	SW	IRR	26.0
			SW	SW	IRR	14.0
					Section Acres	83.0
		28	SE	NE	IRR	5.0
			NE	SE	IRR	9.0
			SE	SE	IRR	5.0
					Section Acres	19.0
		33	NE	NE	IRR	10.0
					Section Acres	10.0
		34	NW	NW	IRR	24.0
					Section Acres	24.0
					Total Acres	186.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

200 SHARES, CLASS A, LOST VALLEY RESERVOIR

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

JOHN T. MUIR

Decree Plaintiff

WILLIAM ALLSION

vs Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

I/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 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 A67-00048Date Received 8-23-89Receipt Number W004934

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
AUG 23 1989

Department of Water Resources
Western Regional Office

Please type or print clearly

1. Name of Claimant (s) Barr S. Jacobs Phone (208) 549-4854
Mailing Address HC 62, Box 1440, Council, Idaho Zip 83612
2. Date of Priority (Only one (1) per claim) June 1, 1904
3. Source of water supply (a) Hahn Ditch
which is tributary to (b) Weiser River
4. a. Location of existing point of diversion is: Township 17N Range 1W Section 15,
SE 1/4 of SE 1/4 of SE 1/4, Govt. Lot, B.M., County of Adams
Additional points of diversion if any: None
- b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. temporary plank dam during irrigation
season in Weiser River with a wooden headgate 3 feet wide and 20 inches
deep into Hahn Ditch from Weiser River

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HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

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

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

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

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

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from May 15 to Oct. 15 amount .72 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .72 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 498 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Domestic Well - one household, Stock water - 150 head cattle

10. Description of place of use:

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

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

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
17N	1W	33	10																10
		34						24											24
		22												24s		10	16s		50
		27		7			SD 11	S	S12	13		S26	14						83
		28				5									9s			5s	19

Total number of acres irrigated 186

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

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.
own 200 shares Class A stock in Lost Valley Reservoir or None ()

14. Remarks:

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OCT 22 1996

Last Name JACOBS Ident No. _____

Copies: White -State, Yellow-Claimant

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

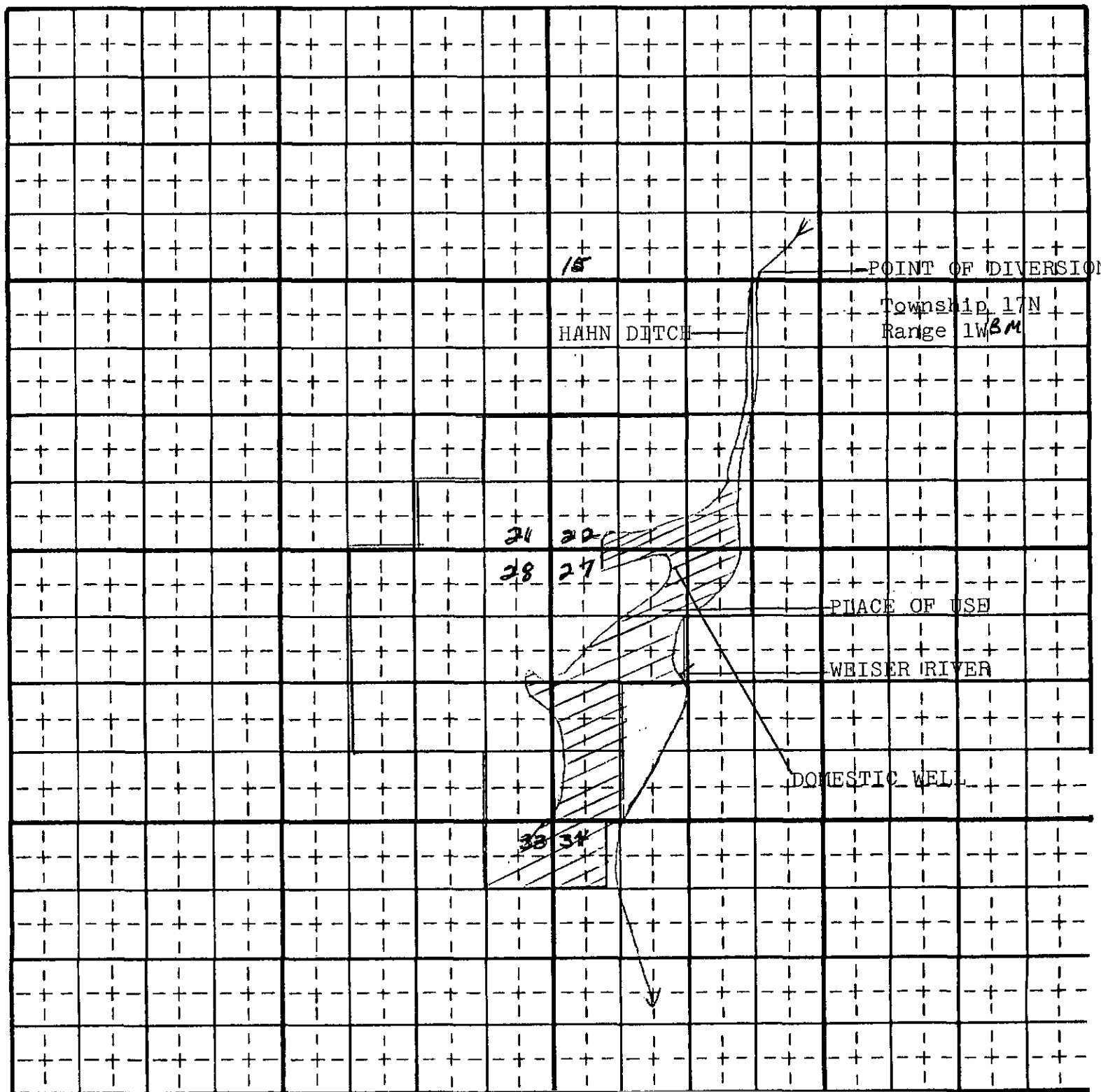
If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water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

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

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

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

Scale: 2 inches equals 1 mile



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OCT 22 1996

Last Name JACOBS

Ident No. _____

Copies: White-State, Yellow-Claimant

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

Decree x

If applicable provide IDWR Water Right Number 67-048

Court Wash. Co., Idaho Case Number 1370 Decree Date 6/20/21

Plaintiff vs Defendant Muir v. Allison, 33 Ida 146

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) [Signature] Date 7-26-89

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 _____

Title and Organization _____ Date _____

State of Idaho/or _____)

County of ADAMS)

SS.

Subscribed and sworn (or affirmed) before me this 26th day of July 19 89

SEAL

Notary Public [Signature]

Residing at Council

My Commission Expires 1-25-94

Please Print Name

17. Notice of Appearance:

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

Signature _____

Address _____

Date _____

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OCT 22 1996

Last Name JACOBS Ident. Number _____

Copies White-State, Yellow-Claimant

12-1-92

ADJUDICATION CLAIM REVIEW CHECKLIST

CLAIMANT'S NAME Jacobs, Barr S.CLAIM IDENT. NO. AL67-00048DATE RECEIVED 8-23-89 RECEIPT # WDD4934 FEE PAID \$ 50.00 FEE REQ'D \$ 50.00

- | | YES | NO | Require Info? |
|--|-----------|-----------|---------------|
| 1. Is the name and address complete with zip code? | <u>X</u> | <u> </u> | * |
| 2. Is a priority date entered? | <u>X</u> | <u> </u> | * |
| Is the priority date acceptable in view of mandatory filing dates? <u>X</u> * | | | |
| See Adjudication Memos #1 and #4 to determine if a Permit is required. | | | |
| 3. (a) Is a source entered? | <u>X</u> | <u> </u> | * |
| (b) Is a tributary to entered? (if required) N/A | <u>X</u> | <u> </u> | |
| 4. Is the legal description of the p.d. sufficient? | <u>X</u> | <u> </u> | * |
| 5. Is there a description of the diverting works? | <u>X</u> | <u> </u> | |
| 6. Are the water uses appropriate for the form? The short form is limited to D/S uses. Other uses must be filed on the long form. Note: If stockwater stor. or instream stockwater are filed on the short form & all items complete, do not return claim. | <u>X</u> | <u> </u> | * |
| Is the period of use included? | <u>X</u> | <u> </u> | |
| Is a quantity claimed for each use? | <u>X</u> | <u> </u> | * |
| 7. Is a total quantity claimed entered? | <u>X</u> | <u> </u> | |
| 8. If required is a consumptive use entered? N/A | <u>X</u> | <u> </u> | |
| Is the consumptive use correct? N/A | <u> </u> | <u> </u> | |
| 9. Are the non-irrigation uses listed showing # of homes, hd. of stock? If multiple domestic, is single ownership indicated? | <u>X</u> | <u> </u> | * |
| 10. Is (are) the place(s) of use and purpose(s) indicated? | <u>X</u> | <u> </u> | * |
| 11. Is (are) the county(ies) entered? | <u>X</u> | <u> </u> | |
| 12. Is the ownership of p.u. checked? | <u>X</u> | <u> </u> | |
| 13. Are other water rights listed or "none" indicated? | <u>X</u> | <u> </u> | |
| 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.) N/A | <u>X</u> | <u> </u> | |
| 15. Is the basis of the claim indicated? | <u>X</u> | <u> </u> | |
| 16. If the basis of claim is shown as license, permit, or decree is the existing water right no. listed? N/A If yes, compare claim w/existing right and attach proof report noting any differences in comments. If no, was water right no. found? | <u>X</u> | <u> </u> | * |
| 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 description or name on the claim? (If yes, attach a proof report & complete number change) NOTE: If the claim is for dom/stock this check is not as necessary unless it is located within an area where dom/stock rights were decreed. N/A | <u>X</u> | <u> </u> | |
| 18. If the claimant requested a monthly docket sheet, was the fee paid? N/A | <u>X</u> | <u> </u> | |
| 19. Is the claim signed by the claimant, and is the signature appropriate? | <u>X</u> | <u> </u> | * |
| 20. Has the claim been signed, sealed, and dated by a notary? | <u>X</u> | <u> </u> | * |
| 21. Was this claim filed on time? (Check ML3 for date mailed-not all were mailed on the planned date) If no, was an extension of time filed & approved? | <u>X</u> | <u> </u> | * |
| 22. Is the fee enclosed correct? Exempt | <u> </u> | <u> </u> | * |

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OCT 22 1996

	YES	NO
23. Is this claim being rejected and returned to claimant?	<u> </u>	<u>X</u>
24. Can this claim be data entered?	<u>X</u>	<u> </u>
25. Was claim modified?	<u> </u>	<u>X</u>
If yes, do modifications require notification to claimant? Note: Modifications made must be explained in comments stating where the information for any changes was found.		

Claim reviewed by: Zed Date 9-14-94
 Claim data entered by: Date

IF REQUIRED INFORMATION IS INCOMPLETE SEE INSTRUCTIONS TO DECIDE WHETHER
 THE CLAIM NEEDS TO BE RETURNED OR IF IT CAN BE MODIFIED. IF IT MUST BE
 RETURNED INSTRUCTIONS WILL SPECIFY WHICH FORM LETTER TO USE.

Comments: Original deeded rt. shows Weiser River as source not
Hahn Ditch as on claim.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

April 9, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

William R. and Roberta Shore
P.O. Box 547
Bancroft, ID 83612

RECEIVED

APR 20 2001

WATER RESOURCES
WESTERN REGION

RE: Snake River Basin Adjudication (SRBA)
Address Change Request
Water Rights #67-14073, 67-46, 67-47, 67-48, 67-49, 67-2053AH
and 29-586

Dear Mr. & Mrs. Shore:

I have modified our records as you requested to reflect your new address on the water rights listed above.

Water right #29-586 was not in your note, Mrs. Shore, but it has your old address on Ivins Rd., so I changed that right also to reflect your current address. If you have sold the property and water right #29-586, the new owner must contact us before we can remove your names.

If you have any questions, please give me a call at 208/327-7862.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau
208/327-7862
ssherman@idwr.state.id.us

SS:region

A note from
Mrs. Bobbie Shore

RECEIVED

STATE OF IDAHO
DEPT. OF WATER RESOURCES APR - 6 2001
P.O. BOX 83720
BOISE, ID. 83720-0090 Department of Water Resources

GENTLEMEN:

PLEASE CHANGE OUR ADDRESS FROM:

WILLIAM R. + ROBERTA SHORE
2055 IVINS RD.
BANCROFT, ID. 83217

TO:

WILLIAM R. + ROBERTA SHORE
P.O. BOX 547
BANCROFT, ID. 83612

- WATER RIGHTS -
#67-14073, A67-00046,
A67-00047, A67-00048,
A67-00049, + A67-00053AH

Thanks,
Roberta Shore



Mrs. Shore
called me
4-16-01 +
told me they
sold 29-506
and the men
to Council, not
Bancroft.
I changed
all records
to Council &
did an NCAP.

AS
4-16-01

+ changed ph. #
to Council #

201/256-4565

Records modified 4-6-01.
Mrs. Shore didn't realize
she'd put Bancroft as old
and new address.



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

August 24, 2000

ROBERTA S SHORE
WILLIAM R SHORE
2055 IVINS RD
BANCROFT ID 83217

RE: Water Right No. 67-14073

Dear Property Owners:

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.

Please note, the ownership has also been changed on claim numbers A67-00046, A67-00047, A67-00048, A67-00049 and A67-02053AH, and copies are enclosed.

Thank you for your patience and cooperation, as we have had several ownership changes to process and complete. 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
Office Specialist 1
Adjudication Section
Western Region

DB:db

Enclosures

cc: Barr S Jacobs, c/o Lois Poynor

RECEIVED

JUL 30 1998



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

July 20, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

ESTATE OF BARR S JACOBS
C/O LOIS PAYNOR
1266 W 1 ST
WEISER ID 83672-1522

- POYNOR

RE: Snake River Basin Adjudication (SRBA)
Notice of Claims A67-14073, A67-00046, A67-00047, A67-00048, A67-00049, A67-02053AH
Change of Address

Dear Ms. Paynor:

The Department has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water rights can be sent only to the address on your water rights or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter. Please return the letter by August 31, 1998. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

Anita L. Warntjes
Administrative Assistant
Adjudication Bureau

ALW
CC:region

#####

The address is correct as shown above or as otherwise changed.

Claimant Signature

_____ 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.

✓ _____ Other We have processed your claim as shown on your basis
of claim, decreed rt. 67-00048¹ which was for irrigation. If you wish to claim
a domestic / stockwater groundwater right, enclosed in the correct form

If you have any problems or questions concerning these additions and/or changes, please contact this office within 30 days from the date of this letter. If we do not hear from you within this time, we will assume you agree with these changes, and your claim will remain on file as shown on the enclosed data entered copy.

Sincerely, *[Signature]*

Adjudication Staff
Department of Water Resources
Western Region Office

Enclosures

SPECIAL NOTE: IF YOU NO LONGER OWN THE PROPERTY UPON WHICH THIS CLAIM WAS FILED, PLEASE CONTACT THIS OFFICE IMMEDIATELY. IDAHO STATE LAW REQUIRES THE DEPARTMENT BE NOTIFIED OF A CHANGE OF OWNER OR ADDRESS ON A WATER RIGHT.

MICROFILMED

OCT 22 1996

Water Right Number - 67-00048 Prefix Translation: WATER RIGHT Old (D) Number -
+ - - - - Last Name - - - - + + - First Name - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
HAHN

FRANK

1 -
2 -
3 -
City-
Phone -

State- Zip-

+ - - Priority Date - - + + - - - - Region - - - + + - - - - Stage - - - + + - - - - Status - - - +
06/01/1904 14 WESTERN D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
WEISER RIVER SNAKE RIVER

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Diversion Name Diversion Rate Diversion No.

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION

0.720

+ - - Total Div. Rate - - + + - - Total Div. Volume - - + + - - Total Div. Capacity - - +
0.720

TwN	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
17N	01W	22	SE SW			01	IRRIGATION	3	ADAMS
17N	01W	22	NW SE			01	IRRIGATION	3	ADAMS
17N	01W	22	SW SE			01	IRRIGATION	3	ADAMS
17N	01W	27	NW NE			01	IRRIGATION	3	ADAMS
17N	01W	27	NE NW			01	IRRIGATION	3	ADAMS
17N	01W	27	SW NW			01	IRRIGATION	3	ADAMS
17N	01W	27	SE NW			01	IRRIGATION	3	ADAMS
17N	01W	27	NW SW			01	IRRIGATION	3	ADAMS
17N	01W	27	SW SW			01	IRRIGATION	3	ADAMS
17N	01W	28	SE NE			01	IRRIGATION	3	ADAMS
17N	01W	28	NE SE			01	IRRIGATION	3	ADAMS
17N	01W	28	SE SE			01	IRRIGATION	3	ADAMS
17N	01W	33	NE NE			01	IRRIGATION	3	ADAMS
17N	01W	34	NW NW			01	IRRIGATION	3	ADAMS

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

Water right number - 67-00048

Prefix Translation: WATER RIGHT

+ - - - - - Remarks - - - - - +
THIS WATER CARRIED IN THE FRANK HAHN DITCH.
+ - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.
+ - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.
+ - - - - - Decree Plaintiff - - - - - +
JOHN T. MUIR + - - - - - Decree Defendant - - - - - +
WILLIAM ALLSION + - - - - - Decree Date - - - - - +
06/20/1921
+ - - - - - Comments - - - - - +
No Comments Found

+ - - - - - Audit Fields - 03/26/85 05/01/88 CONVERT

+ - - - - - Water Rights Dates and Flags Area - - - - - +
Proof Due Date - 00/00/0000 Field Exam Made - 00/00/0000 Field Exam Fee -
Approved/Denied - 00/00/0000 Protested Date - 00/00/0000 Swan Falls -
Proof Made Date - 00/00/0000 Hearing Date - 00/00/0000 Temporary Right - P
Exam to S.O. Date - 00/00/0000 Verified Date - 03/26/1985 DLE/Carey Act -
Order Show Cause - 00/00/0000 Receipt Number - Water District - 67
Licensed Date - 00/00/0000 Appl Received - Transfer/Amended -
Decree Date - 06/20/1921 Name Connector - POU Ownership Flag -
Presumption Flag -