

Memo

From: Jean Hersley

To: Sandy Egbert

Date: November 4, 2009

RE: Ownership Change 63-19096 for Neva Gardner and Gary Plumlee

Sandy,

Lori gave me this ownership change she found as she was cleaning out her desk before her move to the State Office. It was claimed and decreed in the wrong QQ and when the ownership change came in you went ahead and changed it as you had some knowledge of the property in the area.

I talked with Jan and we determined this needs to be fixed in case of future ownership change requests. The current owners of the water right will need to apply for a transfer to move the POU of this water right. Since this is how it was claimed and recommended in the adjudication process, I'm not sure what to say in the matter of fees. It will cost them \$100 to transfer this. You could talk with Shelley and see if he might waive the fee.

Since you did the initial ownership change and Lori is gone and Jan is so busy, we are sending this back to you to correspond with the owners and let them know what is going on.

If you have any questions, please call.

Thank you.

Jean





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

August 20, 2007

NEVA GARDNER
GARY PLUMLEE
9 MCINTYRE GULCH RD
PO BOX 652
IDAHO CITY ID 83631

RE: Change of Ownership for Water Right 63-19096

Dear Water Right Holders:

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Leslie Rivers
Office Specialist 1
Western Region Office

Enclosure



*yes I think it ~~was~~
was. See my
memo - next
to last page*

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-19096

WATER RIGHT NUMBER: **63-19096**

<u>Owner Type</u>	<u>Name and Address</u>
Previous Owner	EDNA M MC CREATH 58 ROSE CIR MERIDIAN, ID 83642-2943 (208)392-6625
Current Owner	NEVA GARDNER 9 MCINTYRE GULCH RD PO BOX 652 IDAHO CITY, ID 83631
Current Owner	GARY PLUMLEE 9 MCINTYRE GULCH RD PO BOX 652 IDAHO CITY, ID 83631

Priority Date: 09/15/1970

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER	SE1/4NW1/4	Sec. 34, Twp 06N, Rge 05E, B.M.
BOISE County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06N	05E	34				X													

Conditions of Approval:

1. PARCEL NO. RP 06N05E343660 PROPERTY ALSO KNOWN AS LOT 9, MC INTYRE GULCH.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-19096

3. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
4. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Remarks:Dates and Other Information:

Licensed Date:
Decreed Date: 2/21/2000
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Water Supply Bank:

DE ✓

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 63-19096	N/A	N/A			

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

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

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

(Deceased)
Edna McCreath 9 McIntyre Gulch
Idaho City, ID 83631

4. New Owner/Claimant(s)

Neva Gardner and Gary Plumlee (wife)
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

9 McIntyre Gulch Road

City, State and ZIP Code

P.O. Box 652 Idaho City ID 83631

New Telephone Number

(208) 392-6019

RECEIVED

JUL 12 2007

WATER RESOURCES
 WESTERN REGION

5. Date you acquired the property

August 2001

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

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

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

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

[Signature]
[Signature]

owner
 (title if applicable)
owner
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by SR Date 7-12-07
 Received by SR Date "
 Processed by AJ Date

Receipt Amt. 25-
 Receipt No. W035620
 WR SR Date 8-20-07



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

TO: Transnation Title & Escrow
8665 W. Emerald, Ste. 200
Boise, ID 83704
ATTN: Tara Clifford/Kelli Grenke

DATE: January 15, 2002
ORDER NO.: 206672

RE: Neva M. Gardner

Enclosed:

Loan Policy and Owner's Policy

Owner's

Thank you for giving us the opportunity to serve you. We appreciate your business and will strive to merit the confidence you have shown in us.

If you have any questions, please contact the following:

TITLE OFFICER
Sandra Grube
(208) 373-3659

Owner's Policy

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



Policy Number **SV 3635772**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota 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.

IN WITNESS WHEREOF, the said Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

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.
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:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) 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:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued through the Office of:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By



President

Authorized Signature

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, 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 Schedule A, 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. *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

(Continued on inside back cover)

Agent #	State	Cty.	Prop.	Tran	Reissue Amt.	Re. Tran	Simultaneous Issue #
A11006	11	001	1	010			MM4035254
Code	Amt.	Code	Amt.	Code	Amt.	Code	Amt.
05100		05100		05100		05100	

Old Republic National Title Insurance Company

OWNER'S POLICY

SCHEDULE A

<u>File No.:</u>	<u>Policy No.:</u>	<u>Date of Policy:</u>	<u>Amt. of Insurance:</u>	<u>Premium Amt.</u>	<u>Total Amt.</u>
206672	SV3635772	August 21, 2001 at 8:45 AM	\$128,000.00	\$689.00	\$689.00

1. Name of Insured:
Neva M. Gardner
2. The estate or interest in the land to as covered by the policy is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
Neva M. Gardner, an unmarried woman
4. The land herein described is encumbered by the following mortgage or Trust Deed, and assignments:
A Deed of Trust to secure an indebtedness of \$89,600.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof along with an Adjustable Rate Rider.
Dated: August 14, 2001
Grantor: Neva M. Garner, an unmarried woman
Trustee: Transnation Title and Escrow, Inc., a Delaware corporation
Beneficiary: America's Wholesale Lender
Recorded: August 21, 2001
Instrument No.: 182393
5. The land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT A

This Policy is invalid unless the cover sheet and Schedule B are attached.

Old Republic National Title Insurance Company

OWNER'S POLICY

SCHEDULE A

EXHIBIT A

That certain parcel of land lying and being in Lot 2, Section 34, Township 6 North, Range 5, East Boise Meridian, and in Bullion patented placer mining claim, U.S. Mineral Survey No. 1483, more particularly described as follows:

Commencing at Corner No. 7 of the Bullion patented placer mining claim, US Mineral Survey No. 1483:
Thence South 29 degrees 51' 30" East 86.1 feet to a point on the Northerly line of the right-of-way of Idaho State Highway 21;
Thence South 60 degrees 28'30" West along the Northerly line of said Highway 21 971.5 feet to Highway Station 490+00, the real point of beginning;
Thence continuing South 60 degrees 28'30" West along the Northerly line of said Highway 21 235.0 feet to a point;
Thence at a right angle North 29 degrees 51'30" West 185.0 feet to a point;
Thence at right angle North 60 degrees 28'30" East 235 feet to a point;
Thence at a right angle South 29 degrees 51' 30" East 185 feet to the real point of beginning.

This Policy is invalid unless the cover sheet and Schedule B are attached.

WARRANTY DEED

For Value Received

Floyd W. and Nola I. Yonker husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

Norma I. Somervold as her sole and separate property

the grantee, whose current address is Box 143 Idaho City, Idaho 83631

the following described premises, in

Boise

County Idaho, to-wit:

That certain parcel of land lying and being in Lot 2, Section 34, Township 6 North, Range 5 East, Boise Meridian, and in Bullion patented placer mining claim, U.S. Mineral Survey No. 1483, more particularly described as follows: Commencing at Corner No. 7 of the Bullion patented placer mining claim, U.S. Mineral Survey No. 1483; thence South 29°51'30" East 86.1 feet to a point on the northerly line of the right-of-way of Idaho State Highway 21; thence South 60°28'30" West along the northerly line of said Highway No. 21 971.5 feet to Highway Station 490+00, the real point of beginning; thence continuing South 60°28'30" West along the northerly line of said Highway 21 235.0 feet to a point; thence at a right angle North 29°51'30" West 105.0 feet to a point; thence at a right angle North 60°28'30" East 235 feet to a point; thence at a right angle South 29°51'30" East 105 feet to the real point of beginning, containing 1.0 acres, more or less.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances

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

Dated: May 29, 1991

Floyd W. Yonker

Nola I. Yonker

STATE OF IDAHO, COUNTY OF Boise
On this 29 day of May, 1991,
before me, a Notary Public in and for the said State, personally appeared
Floyd W. Yonker
and Nola I. Yonker

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Kristen M. Brady
Notary Public
Residing at Idaho City, Idaho
Comm. Expires 12/24/92

STATE OF IDAHO, COUNTY OF Boise
I hereby certify that this instrument was filed for record at the request of Nola I. Yonker

at this minute past 8:20 o'clock P.M. of this 29 day of May 1991, in my office, and duly recorded in Book of Deeds at Page

Arline C. Kolan
Ex-Officio Recorder

By Kristen M. Brady Deputy.

Fees \$ 300
Mail to En person 139804

INSTRUMENT NO.

WARRANTY DEED

For Value Received

Edna ^{E. McC} ~~Mc~~Creath, a widow

the grantor, do es hereby grant, bargain, sell and convey unto
Floyd W. and Nola I. Yonker, Husband and Wife
P.O. Box 52, Idaho City, ID 83631
the grantees, whose current address is

the following described premises, in Boise County Idaho, to-wit:

That certain parcel of land lying and being in Lot 2, Section 34, Township 6 North, Range 5 East, Boise Meridian, and in Bullion patented placer mining claim, U.S. Mineral Survey No. 1483, more particularly described as follows:

Commencing at Corner No. 7 of the Bullion patented placer mining claim, U.S. Mineral Survey No. 1483; thence South 29°51'30" East 86.1 feet to a point on the northerly line of the right-of-way of Idaho State Highway 21; thence South 60°28'30" West along the northerly line of said Highway No. 21 971.5 feet to Highway Station 490+00, the real point of beginning; thence continuing South 60°28'30" West along the northerly line of said Highway 21 235.0 feet to a point; thence at a right angle North 29°51'30" West 185.0 feet to a point; thence at a right angle North 60°28'30" East 235 feet to a point; thence at a right angle South 29°51'30" East 185 feet to the real point of beginning, containing 1.0 acres, more or less.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that s he the owner in fee simple of said premises; that they are free from all incumbrances

And that s he will warrant and defend the same from all lawful claims whatsoever.

Dated:

May - 16th 1991
Edna M. McCreath

STATE OF IDAHO, COUNTY OF Boise
On this 16th day of May, 1991,
before me, a Notary Public in and for the said State, personally appeared
EDNA M. MCCREATH
PUBLIC
known to me to be the person whose name
subscribed to this within instrument, and acknowledged to
me that she executed the same.
Richard A. [Signature]
Notary Public
Residing at Idaho City, Idaho
Comm. Expires 6-6-91

STATE OF IDAHO, COUNTY OF Boise
I hereby certify that this instrument was filed for record at
the request of Nola Yonker
at _____ minutes past 9 o'clock P.M.T
this 20 day of May
1991, in my office, and duly recorded in Book [Signature]
of Deeds at Page
[Signature]
Ex-Officio Recorder
By [Signature]
Deputy.
Page 300
Mall to: 139722

INSTRUMENT NO.

QUITCLAIM DEED

For Value Received I, Jack Larson do hereby convey, release, remise and forever quit claim unto Edna M. McCreath (A widow) the following described premises, to-wit:

That certain parcel of land consisting of approximately one acre as duly recorded January 20, 1965, in the Book of Deeds, Book 58, at page 419, in the Boise County Records Office, Idaho City, Idaho, said land all lying within the boundaries of Boise County, Idaho.

More particularly described as follows:

That certain parcel of land lying and being in Lot 2, Section 34, Township 6 North, Range 5 East, Boise Meridian, and in Bullion patented placer mining claim, U. S. Mineral Survey No. 1483, more particularly described as follows:

Commencing at Corner No. 7 of the Bullion patented placer mining claim, Un. S. Mineral Survey No. 1483; thence South 29°51'30" East 86.1 feet to a point on the northerly line of the right of way of Idaho State Highway 21; thence South 60°28'30" West along the northerly line of said Highway No. 21 971.5 feet to the Highway Station 490 plus 00 the real point of beginning; thence continuing South 60°28'30" West along the northerly line of said Highway 21 235.0 feet to a point; thence at a right angle North 29°51'30" West 185 feet to a point thence at a right angle North 60°28'30" East 235 feet to a point; thence at a right angle South 29°51'30" East 185 feet to the real point of beginning, containing 1.0 acres more or less.

together with their appurtenances.

Dated: June 15, 1969

Jack Larson

STATE OF IDAHO,)
)ss
County of Boise)

On this 15th day of October, 1969, before me, a notary public in and for said State, personally appeared Jack Larson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

SEAL

Ariel L. Crowley
Notary Public
Residing at Idaho City, Idaho
Comm. Expires April 2, 1971

STATE OF IDAHO,)
)ss
County of Boise)

I hereby certify that this instrument was filed for record at the request of Edna M. McCreath at 15 minutes past 11 o'clock a.m., this 2nd day of June, 1970, in my office, and duly recorded in Book 60 of Deeds at page 296.

Katherine M. Brogan
Ex-Officio Recorder

By Ruth M. Shanahan
Deputy

Fees, \$1.00

QUITCLAIM DEED

THIS INDENTURE, Made this 20th day of January in the year of our Lord one thousand nine hundred and sixty five between MILES M. YOUNG and ELIZABETH M. YOUNG, his wife, of Idaho City, County of Boise, State of Idaho, the parties of the first part, and JACK LARSON and JO LARSON, his wife, of Idaho City, County of Boise, State of Idaho, the parties of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Ten Dollars, and other valuable consideration lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the parties of the second part, and to their heirs and assigns ~~all the~~ ~~certified~~ ~~piece of~~ ~~parcel of~~ land, situate, lying and being in the County of Boise, State of Idaho, bounded and particularly described as follows, to-wit:

That certain parcel of land lying and being in Lot 2, Section 34, Township 6 North, Range 5 East, Boise Meridian, and in Bullion patented placer mining claim, U. S. Mineral Survey No. 1483, more particularly described as follows:

Commencing at Corner No. 7 of the Bullion patented placer mining claim, U. S. Mineral Survey No. 1483; thence South 29°51'30" East 86.1 feet to a point on the northerly line of the right-of-way of Idaho State Highway 21; thence South 60°28'30" West along the northerly line of said Highway No. 21 971.5 feet to Highway Station 490+00, the real point of beginning; thence continuing South 60°28'30" West along the northerly line of said Highway 21 235.0 feet to a point; thence at a right angle North 29°51'30" West 185.0 feet to a point; thence at a right angle North 60°28'30" East 235 feet to a point; thence at a right angle South 29°51'30" East 185 feet to the real point of beginning, containing 1.0 acres more or less.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profit thereof.

TO HAVE AND TO HOLD All and singular the said premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Miles M. Young *SEAL*
Elizabeth M. Young *SEAL*

STATE OF IDAHO,
COUNTY of Boise

} ss

On this 20th day of January, in the year 1965, before me Katherine M. Brogan, Clerk District Court, in and for said State, personally appeared Miles M. Young and Elizabeth M. Young known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

SEAL Katherine M. Brogan
Clerk District Court
By Aileen Mathis, Deputy

STATE OF IDAHO,
COUNTY of Boise

} ss

I hereby certify that this instrument was filed for record at request of Jack Larson at 45 minutes past 9 o'clock A. M., this 10 day of February, A. D. 1967 in my office, and duly recorded in Book 58 of Deeds, at page 419.

Katherine M. Brogan
Ex-Officio Recorder

By Aileen Mathis
Deputy

Fee \$1.50

Idaho Department of Water Resources Receipt

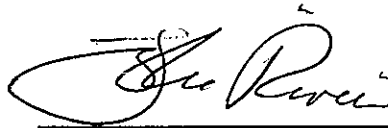
Receipt ID: W035620

Payment Amount	\$25.00	Date Received	7/12/07 2:14	Region	WESTERN
Payment Type	Check	Check Number	2002		
Payer	GARDNER, NEVA				

Comments WR Ownership Change Fee: #63-19096

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	62140	1155



Signature Line (Department Representative)

0000 0000 1688

Form No. 42-1409 (2) 6/9/88

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

CIVIL CASE NUMBER: 39576
IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM
Identification No. 3-19096
Date Received 7/27/89
Receipt Number C008579

NOTICE OF CLAIM

RECEIVED
JUL 27 1989

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

Filing Fee \$25

Department of Water Resources

Please type or print clearly

1. Name of Claimant (a) Edna M. McCreath Phone 208-392-6625

Mailing Address Box 134 Boise, Idaho Zip 83701

2. Date of Priority (Only one per claim) Sept 15, 1970 Month/Day/Year

3. Source of water supply (Check one) ☒ Groundwater or Other () (a) Groundwater
which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 6N Range 5E

Section 34 SE 1/4 of NW 1/4 of NW 1/4 Gov. Lot _____ BM.

County of Boise

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. Well 120' deep, 6" casing

Well is pumped away since from April to Oct

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

For domestic purposes from 4/1/81 to 12/31 amount 0.040

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.040 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) Domestic one household

25x10

32x10

0000 0000 1699

10. Place of use is: Township 6N Range 5E
Section 34 SE 1/4 of NE 1/4, Govt. Lot S.M.
County of Bonne 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? Bonne
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.
14. Remarks:
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 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) Edwin M. McQuinn Date 5-16-99
For Organizations: I do solemnly swear or affirm that I am Title
of that I have signed the foregoing
document in the space below as Organization of 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 } SS.
County of Bonne }
Subscribed and sworn (or affirmed) before me this 16th day of May 1999
SEAL Notary Public Bonnie West
Residing at Idaho City, Id
My Commission Expires 1/15/99
Last Name Ident No.
Copies: White-State, Yellow-Claimant

25X10

32X10

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-19096

WATER RIGHT NUMBER: 63-19096

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	EDNA M MC CREATH 58 ROSE CIR MERIDIAN, ID 83642-2943 (208)392-6625

Priority Date: 09/15/1970

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

GROUND WATER	SE1/4NW1/4	Sec. 34, Twp 06N, Rge 05E, B.M.
BOISE County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	05E	34				X													

Conditions of Approval:

1. PARCEL NO. RP 06N05E343660 PROPERTY ALSO KNOWN AS LOT 9, MC INTYRE GULCH.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
4. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-19096

Comments:

1. CORR1 1/23/1997 COPIED FROM REMARKS
Comment: ADDRESS CHANGE BY CLAIMANT LETTER.
2. AJU10-DS 6/22/2000 AJU10 CONDITION UPDATE
Comment: CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

Dates and Other Information:

Licensed Date:
Decreed Date: 2/21/2000
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:

MEMO

From: Sandy Egbert

Date: Aug. 16, 2007

RE: Change of Ownership for 63-19096

I have changed the ownership for 63-19096 even though the property described as Parcel No. RP 06N05E343660 and Lot 9 McIntyre Gulch is in the NENW of 6N 5E S34 and not in the SENE as described on the partial decree. I know this property and the people involved and am confident the property involved is on McIntyre Gulch Road in the NENW. The map submitted with the change of ownership also shows the property on McIntyre Gulch Road, which is in the NENW. I lived on McIntyre Gulch Road for over 5 years and rented a house from Nola Yonker. I know that parcel 3660 was owned by Nola and sold to her mother, Norma Somervold, when she became quite elderly and needed a smaller place to live. Nola lived on an adjacent parcel. After Norma died the property went to Neva Gardner who is a niece of Nola's and a granddaughter of Norma's.

The property could be in the SENE since it is close to the gg lines and the tax lot data lines don't quite match our gg lines



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

August 20, 2007

NEVA GARDNER
GARY PLUMLEE
9 MCINTYRE GULCH RD
PO BOX 652
IDAHO CITY ID 83631

RE: Change of Ownership for Water Right 63-19096

Dear Water Right Holders:

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Leslie Rivers', is written over a large, stylized, looped flourish.

Leslie Rivers
Office Specialist 1
Western Region Office

Enclosure