

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-9926
Date Received: 2/12/1990
Receipt No: M005845
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
4910 EASTER DR
NAMPA ID USA 83686 Phone: (208) 463-0433

2. Date of Priority: 06/22/1982

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
02N	01W	8	SE	NE	SW	CANYON	

5. Description of diverting works:

PUMP & SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/01	11/15	0.12	18

7. Total Quantity Appropriated is:
0.12 C.F.S. and/or 18 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of	1/4 Lot	Use	Acres
02N	01W	8	NE	SW	IRRIGATION	4
Section Acres						4
Total Acres						4

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DB 3/23/2001.

CLAIM AMENDED PER APPROVED LICENSE ISSUED 5/21/02.

THIS RIGHT WHEN COMBINED WITH ALL OTHER RIGHTS SHALL PROVIDE NO MORE TH AN .03 CFS PER ACRE NOR MORE THATN 4.5 AFA PER ACRE AT THE FIELD HEADGATE FOR IRRIGATION OF THE LANDS ABOVE.

15. Basis of Claim: License

Western

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 63-09926

Priority: June 22, 1982

Maximum Diversion Rate: 0.12 CFS
Maximum Diversion Volume: 18.0 AF

It is hereby certified that THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
4910 EASTER DR
NAMPA ID 83686 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 22, 1982; and has submitted Proof of Beneficial Use on September 28, 1982. An examination indicates that the works have a diversion capacity of 0.26 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
IRRIGATION	3/1 to 11/15	0.12 CFS	18.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 8, Twp 2N, Rge 1W, B.M. CANYON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 01W 8									4.0								4.0

Total Acres: 4

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 21st day of MAY, 2002.

RECEIVED

MAY 23 2002

WATER RESOURCES
DIVISION

Acting for


KARL J. DREHER
Director

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ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s): BRENDA JO RAUBENHEIMER
4910 EASTER DR
NAMPA ID USA 83686

Phone: (208) 463-0433

2. Date of Priority: 06/22/1982

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	01W	8	NE NE SW	CANYON	

5. Description of diverting works:

PUMP & SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.12	

7. Total Quantity Appropriated is:
0.12 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
02N	01W	8	NE SW		IRRIGATION	4
Section Acres						4
Total Acres						4

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DB 3/23/2001.

15. Basis of Claim: Permit

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

RECEIVED

OCT 16 2000

WATER RESOURCES
WESTERN REGION

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-09926	A63-09926	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s) WALTER + HELEN KNIGHTLY
4910 EASTER DR, NAMPA 83686
4. New Owner/Claimant(s) Brenda Jo Rauberheim
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address 4910 EASTER DR, NAMPA 83686
- City, State and ZIP Code _____
- New Telephone Number (208) 463-0433
5. Date you acquired the property March 23, 2000

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

MODE:F ACTION:

PRESS {01 RETURN} TO VIEW ANOTHER ACCOUNT

TRQK101

REAL PROPERTY INQUIRY

01 1R24333-000- -0 098-00 SCH131	01	3,700	4.08
	15	27,000	1.00

RAUBENHEIMER, BRENDA JO
REV SEPARATE PROPERTY TRUST

37 167,400
77 44,000

4910 EASTER DR
NAMPA ID 83686

08-2N-1W SW MCFARLAND SUB 5585
LOT 4 BLK 2 & ADJ VAC ST
ON S & E & 1/2 ADJ VAC EASTER DR

TOTAL 242,100 5.08

4910 EASTER DR, NA

Pg 177A

SURVEY INST 200010288
DRAIN DR VALUE APPR WLK
CLASS 4 REAP 97 MAN 96 UNIT 1
PARCEL 1R055850020040 H/O N C/B N
PRIOR ACCOUNT 0R24333-000- -0
02 MH on Property NO
03 Traits 04 Companion Sheet

FAX	# of Pages <i>2</i>
TO <i>Lori</i>	FROM <i>Julie</i>
Co.	Canyon County Assessor
Dept.	Phone (208) 454-7431
FAX#	FAX (208) 454-7349

[Space Above This Line For Recording Data]

DEED OF TRUST

Record and Return to:
U.S. BANK, NATIONAL ASSOCIATION
3000 Leadenhall Road, Mt. Laurel, NJ 08054

Loan #: 0010346690

THIS DEED OF TRUST ("Security Instrument") is made on March 23rd, 2000 . The grantor is
BRENDA J RAUBENHEIMER, A MARRIED WOMAN

("Borrower"). The trustee is First American Title Insurance Company

("Trustee"). The beneficiary is U.S. BANK, NATIONAL ASSOCIATION

which is organized and existing under the laws of The United States of America , and whose
address is 3000 Leadenhall Road, Mt. Laurel, NJ 08054

Forty Thousand Dollars and Zero Cents ("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$40,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on April 1st, 2030 .

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of
sale, the following described property located in CANYON County, Idaho:

LOT 4, BLOCK 2, MCFARLAND SUBDIVISION, CANYON COUNTY, IDAHO, ACCORDING TO THE PLAT
FILED IN BOOK 12 OF PLATS, PAGE 27, RECORDS OF SAID COUNTY.

TOGETHER WITH THE VACATED ROAD (SHOWN AS ROBINSON BLVD. ON PLAT) ADJACENT AND EAST OF
SAID LOT 4, BLOCK 2; AND THE VACATED ROAD (SHOWN AS MARY DRIVE ON PLAT) ADJACENT AND
SOUTH OF SAID LOT 4, BLOCK 2; AND THAT PORTION OF THE VACATED EASTER DRIVE WEST AND
ADJACENT TO SAID LOT 4, BLOCK 2, WHICH WOULD ATTACH BY OPERATION OF LAW. Being the same
premises conveyed to the mortgagors herein by deed being recorded simultaneously
herewith; this being a purchase money mortgage given to secure the purchase price of
the above described premises.

which has the address of 4910 EASTER DRIVE

NAMPA

[City], Idaho 83686

[Zip Code] ("Property Address");

[Street]

IDAHO-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3013 9/90
Amended 5/97
Initials: _____



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public

notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Area and Location of Property. Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☒ Other(s) [specify] INTER VIVOS REVOCABLE TRUST RIDER | |

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

Witnesses:

_____	_____ (Seal)
	BRENDA J RAUBENHEIMER -Borrower
_____	_____ (Seal)
	-Borrower
_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

STATE OF IDAHO,

On this _____ day of _____,

County ss:

, before me,

, a Notary Public in and for said county and state, personally appeared

BRENDA J RAUBENHEIMER

known or proved to me to be the person(s) who executed 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 the day and year in this certificate first above written.

Notary Public residing at:

INTER VIVOS REVOCABLE TRUST RIDER

0010346690

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The **THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST** Trust created under trust instrument dated **February 25th, 2000**, for the benefit of **BRENDA J RAUBENHEIMER**

(B) "Revocable Trust Trustee(s)." **BRENDA J RAUBENHEIMER** trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **BRENDA J RAUBENHEIMER** settlor(s) of the Revocable Trust signing below.

(D) "Lender." **U.S. BANK, NATIONAL ASSOCIATION**

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:
4910 EASTER DRIVE, NAMPA, ID 83686

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **23rd** day of **March**, 2000, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

VMP-372U (9705).01

3/94

Page 1 of 3

Initials: _____

VMP MORTGAGE FORMS - (800)521-7291

Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of Beneficial Interest; Transfer of the Property.

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

BRENDA J RAUBENHEIMER

Trustee of the THE BRENDA JO

RAUBENHEIMER REVOCABLE SEPARATE

Trust under trust instrument dated February
25th, 2000, for the
benefit of BRENDA J RAUBENHEIMER

Trustee of the _____

Trust under trust instrument dated _____
_____, for the
benefit of _____

-Borrower

-Borrower

SIGNATURE PAGE ATTACHMENT

Loan #: 0010346690

BY SIGNING BELOW, the Borrower(s) accept(s) and agree(s) to the terms and covenants set forth herein and in any rider(s) executed by Borrower(s) here attached.

BRENDA J RAUBENHEIMER

Trustee of the THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST

under trust instrument dated February 25th, 2000

for the benefit of BRENDA J RAUBENHEIMER

Trust

Trustee of the

under trust instrument dated

for the benefit of

Trust

Trustee of the

under trust instrument dated

for the benefit of

Trust

Trustee of the

under trust instrument dated

for the benefit of

Trust

BY SIGNING BELOW, the undersigned, Settlor(s) of the THE BRENDA JO RAUBENHEIMER REVOCABLE Trust under trust instrument dated February 25th, 2000 for the benefit of BRENDA J RAUBENHEIMER

acknowledge(s) all of the terms and covenants contained in this document and in any rider(s) thereto and agree(s) to be bound thereby.

Revocable Trust BRENDA J RAUBENHEIMER Date

Revocable Trust Date

Revocable Trust Date

Revocable Trust Date

**INTER VIVOS REVOCABLE TRUST AS BORROWER -
ACKNOWLEDGMENT**

Loan #: 0010346690

BY SIGNING BELOW, the undersigned, Settlor(s) of the **THE BRENDA JO
RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST**

Trust under trust instrument dated **February 25th, 2000**, for the benefit of
BRENDA J RAUBENHEIMER
acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s)
thereto and agrees to be bound thereby.

BRENDA J RAUBENHEIMER -Trust Settlor

-Trust Settlor

-Trust Settlor

-Trust Settlor

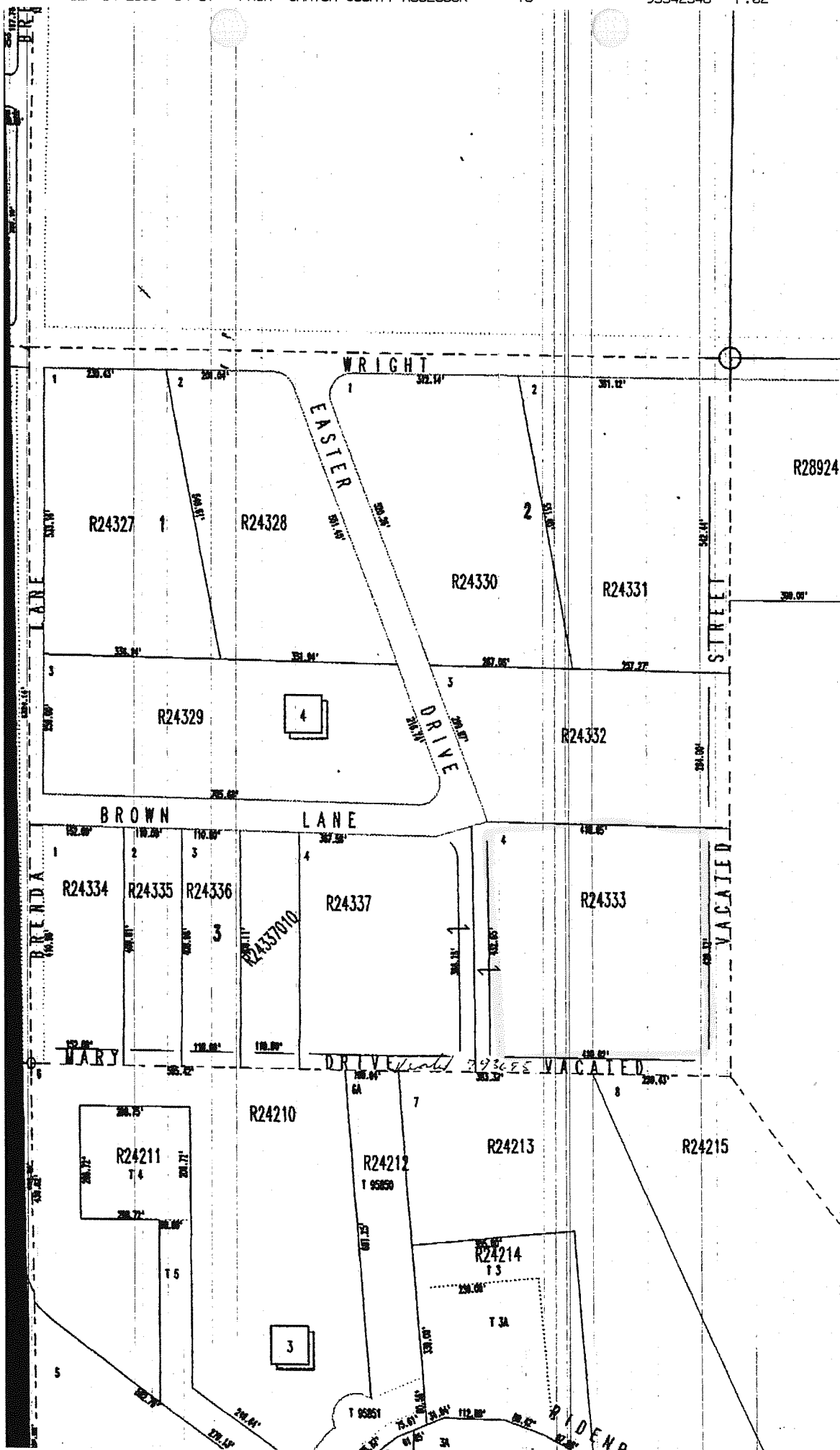
INTER VIVOS REVOCABLE TRUST AS BORROWER/ACKNOWLEDGMENT, FNMA

VMP-373 (9309).01

VMP MORTGAGE FORMS - (800)521-7291

6/93

Customer



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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A63-09926
Date Received: 2/12/1990
Receipt No: M005845
Received By: JFW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WALTER F. KIGHTLY 208-466-3009
Address: 4910 EASTER DRIVE
NAMPA, ID 83686

OR

Name: HELEN R. KIGHTLY 208-466-3009
Address: 4910 EASTER DRIVE
NAMPA, ID 83686

2. Date of Priority: JUN 22, 1982

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	01W	8		NW	SE		CANYON

5. Description of diverting works:
PUMP & SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.120		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	01W	8	NW	SE		IRR	4.0
Section Acres							4.0
Total Acres							4.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: PERMIT

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: 0

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): Walter F. Knightly Date: 2-12-90

Date: _____

State of Idaho)
County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 12 day
of Feb 19 90

John Dale Cochran
Notary Public

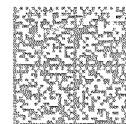
Seal

Residing at Boise Id
My Commission Expires 4/2/94

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
1735 AIRPORT WAY
BOISE, IDAHO 83705

ADDRESS SERVICE
REQUESTED

FIRST CLASS



UNITED STATES
02 1A
0004310839 OCT 05 2006
\$ 00.87⁰
MAILED FROM ZIP CODE 83702

RECEIVED

OCT 11 2006

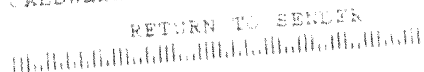
WATER RESOURCES
WESTERN REGION

THE BRENDA JO RAUBENHEIMER
REVOCABLE SEPARATE PROPERTY
TRUST
4910 EASTER DR
Nampa ID 83686

63-9926

Resent 10-11-06

RAUBENHEIMER, BRENDA J
20201 MAGGARD LN
CALDWELL ID 83604-9016
RETURN TO SENDER



02/10/2006

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

RIGHT NUMBER: 63-9926

NAME AND ADDRESS: THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
4910 EASTER DR
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.120 CFS
18.000 AFY

PRIORITY DATE: 06/22/1982

POINT OF DIVERSION:

T02N R01W S8 SENESW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.120 CFS 18.00 AFY

PLACE OF USE: IRRIGATION Within CANYON County

T02N R01W S08 NESW 4.00

4 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Idaho Department of Water Resources

63-9926

T02N R01W S8



- Point of Diversion
- Place of Use
- Sections
- Quarter Quarter



400 0 400 800 1200 1600 Feet

IDWR
Prepared by: Sandy Egbert
1987 NAPP Photography

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

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid 54.00
- ☐ Well logs (if needed)
- ☐ Copy of topo or NAPP
- ☐ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☐ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) 63-9926

Owner: _____ Phone No. _____

Current Address: _____

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

Accompanied by: _____

PRIORITY DATE

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

Priority date, per claimant, is: _____

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

Source: _____ Tributary to _____

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

POINT OF DIVERSION

- ☒ No change
- ☐ POD found is different than claimed: _____
- ☐ If different, when did POD change? _____

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

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

Description of diverting works

OVERLAP REVIEW

Other water rights with the same point of diversion: _____

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

WATER USES☒ No change☐ Different Uses

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only *OK*☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA☐ Changes found, the new total is, Amount _____ CFS _____ AFA☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)**NON-IRRIGATION USES:**☒ No change☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

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

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

Overlap with other water rights: _____

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

Delivery System Narrative: _____

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

FLOW MEASUREMENTS:

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

Lined area for notes or observations.

AFTER EXAM THE FILE SHOULD CONTAIN:

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

DATE EXAM CONDUCTED: 2-10-06

FIELD EXAMINER: Sandy Egbert

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-9926

01/30/2006

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
9926	Claim	02N	01W	8	NE	SW		IRRIGATION	4/4	THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
9926	Water Right	02N	01W	8	NE	SW		IRRIGATION	4/4	THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
20354	Water Right	02N	01W	8	NE	SW		STOCKWATER		EARL C JOYNER
21132	Water Right	02N	01W	8	NE	SW		STOCKWATER		BRENDA RAUBENHEIMER
21200	Water Right	02N	01W	8	NE	SW		STOCKWATER		NANCY HARVEY
27530	Water Right	02N	01W	8	NE	SW		STOCKWATER		RUBY LAMB
20354	Water Right	02N	01W	8	NE	SW		DOMESTIC		EARL C JOYNER
21132	Water Right	02N	01W	8	NE	SW		DOMESTIC		BRENDA RAUBENHEIMER
21197	Water Right	02N	01W	8	NE	SW		DOMESTIC		EMIL J AMBROSICH
21200	Water Right	02N	01W	8	NE	SW		DOMESTIC		NANCY HARVEY
23680	Water Right	02N	01W	8	NE	SW		DOMESTIC		CARLA J HULT
26874	Water Right	02N	01W	8	NE	SW		DOMESTIC		ELAINE J SHIRLEY
27530	Water Right	02N	01W	8	NE	SW		DOMESTIC		RUBY LAMB
28453	Water Right	02N	01W	8	NE	SW		DOMESTIC		KENNA L STAGMEYER

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 63-09926

Priority: June 22, 1982

Maximum Diversion Rate: 0.12 CFS
Maximum Diversion Volume: 18.0 AF

It is hereby certified that THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
4910 EASTER DR
NAMPA ID 83686 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 22, 1982; and has submitted Proof of Beneficial Use on September 28, 1982. An examination indicates that the works have a diversion capacity of 0.26 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

BENEFICIAL USE

IRRIGATION

PERIOD OF USE

3/1 to 11/15

DIVERSION RATE

0.12 CFS

ANNUAL

DIVERSION VOLUME

18.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 8 Twp 2N, Rge 1W, B.M. CANYON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 01W 8																	4.0

Total Acres: 4

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 21st day of MAY, 2002.

Acting for

KARL J. DREHER
Director

State of Idaho
Department of Water Resources
APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-09926

RECEIVED

MAY 17 2002

Department of Water Resources

Date of Priority: June 22, 1982

Maximum Diversion Rate: 0.12 CFS
Maximum Diversion Volume: 18.0 AF

Comes now EARLENE GOODMAN
PO BOX 526

NAMPA ID 83651 and represents to the Director of the Idaho Department of Water Resources that she is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 63-09926, and requests that the permit be changed as follows:

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	3/01 to 11/15	0.12 CFS	18.0 AF

LOCATION OF POINT(S) OF DIVERSION:GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 8, Twp 2N, Rge 1W, B.M. CANYON CountyPLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 01W 8									4.0								4.0

Total Acres: 4

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk. Signed this 17 day of May, 2002.

Brenda Raubenheim
(Signature)

MICROFILMED

MAY 17 2002

State of Idaho
Department of Water Resources
APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-09926

FOR DEPARTMENT USE ONLY

Preliminary check by SWK Fee = 50.00 Received by JH # 0062149 Date 5/17/02

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, Karl J. Dreher, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 63-09926 with the following:

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Witness my hand this 21st day of MAY, 2002.

Acting for


KARL J. DREHER
Director

MICROFILMED
JUN 17 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT **APPROVED**
To appropriate the public waters of the State of Idaho

1. Name of applicant EARLENE GOODMAN Phone 466-7217

Post office address P.O. BOX 526, NAMPA, ID 83651

2. Source of water supply GROUNDWATER which is a tributary of _____

3. Location of point of diversion is NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8 Township 2N

Range 1W B.M. CANYON County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 0.12 for IRRIGATION purposes from MAR. 15 to NOV. 15 (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 0.12 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. PUMP W/SPRINKLER
SYSTEM.

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir
capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is 8 inches; proposed depth of well is 90 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial
use is 1 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8 Township 2N
Range 1W B.M.

(2) Amount of power to be generated: _____ horsepower under _____ feet of head.

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.

(5) If water is to be used for other purposes describe: _____

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

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
2N	14	8														4			4

Total number of acres to be irrigated 4

c. Describe any other water rights used for the same purposes as described above. NONE

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

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

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

10. Remarks _____

11. Remarks _____

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

R6E 1W

T2N 2N

8

* P.O.Y.
Pl. of use

Scale: 2 inches equal 1 mile.

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

Carlene Goodman
(Applicant)

Proposed Priority 6/22/1982

Received by jc Date 6/22/82 Time 10:00 AM
Preliminary check by CLS Fee \$ 30.00
Received by jc Date 6/22/82 # 22998
Publication prepared by jp Date 7/1/82
Published in Press-Tribune
Publication dates 7/8/ & 7/15/82
Publication approved ASR Date 7/16/82
Protests filed by: none
Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by DBS

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-9926, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:
 - a. SUBJECT TO ALL PRIOR WATER RIGHTS.
 - b. Proof of construction of works and application of water to beneficial use shall be submitted on or before September 1, 19 83.
 - c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
 - d. Other:

Witness my hand this 12th day of August, 1982.

J. Glen Saxton
Chief, Operations Bureau

PO 524

83651

63-9926

Permit No.

DATE	INITIALS	REMARKS
------	----------	---------

1 Appointment letter mailed: 10/26/82 jp no appt. made

3 Telephone call made: 8/29/85 JP

(List Telephone No. used) 446-7217

2 Appointment scheduled for: 8/30/85 JP

(Date, time, location)

EXAMINATION

Date 8/30/85 Accompanied by EARLENE GOODMAN Total Q measured 0.12 cfs - est.
If source is surface water, estimate total flow of source _____
Methods of measurement estimate Meets Permit requirements? _____

$$\frac{2.5 \text{ hp} \times .8 \times .8.8}{90' + (50.05' \times 2.3)} = \frac{52.8}{905} = 0.26 \text{ cfs}$$

$$4 \text{ acres} \times 4.5 \text{ cfs} = 18 \text{ cfs}$$

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	7.5	FRANKLIN	282302	SUBMERSED				
			201-Model					
			NO.					

System Description 8" WELL CASING W/ SPRINKLER IRRIGATION. Well is
90' DEEP. PUMP SET AROUND 40'. SWL - 37'6" DEEP.

**Code with map on reverse side. Disregard code if only one.*

RECOMMENDED AMOUNTS

Irrigation requirement =	<u>4.5</u>	AFA/Acre	
Q (cfs)	V (afa)	FROM	TO
<u>0.12 cfs</u>)	<u>18 afa</u>	<u>9/15</u>	<u>11/15</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<u>0.12 cfs</u>)	<u>18 afa</u>	_____	_____
_____	_____	_____	_____

Remarks

MAP (Attach Aerial Photo)

SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)

Point(s) of diversion: _____

Place(s) of Use

TWP.	RGE.	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Recommended Amendments:

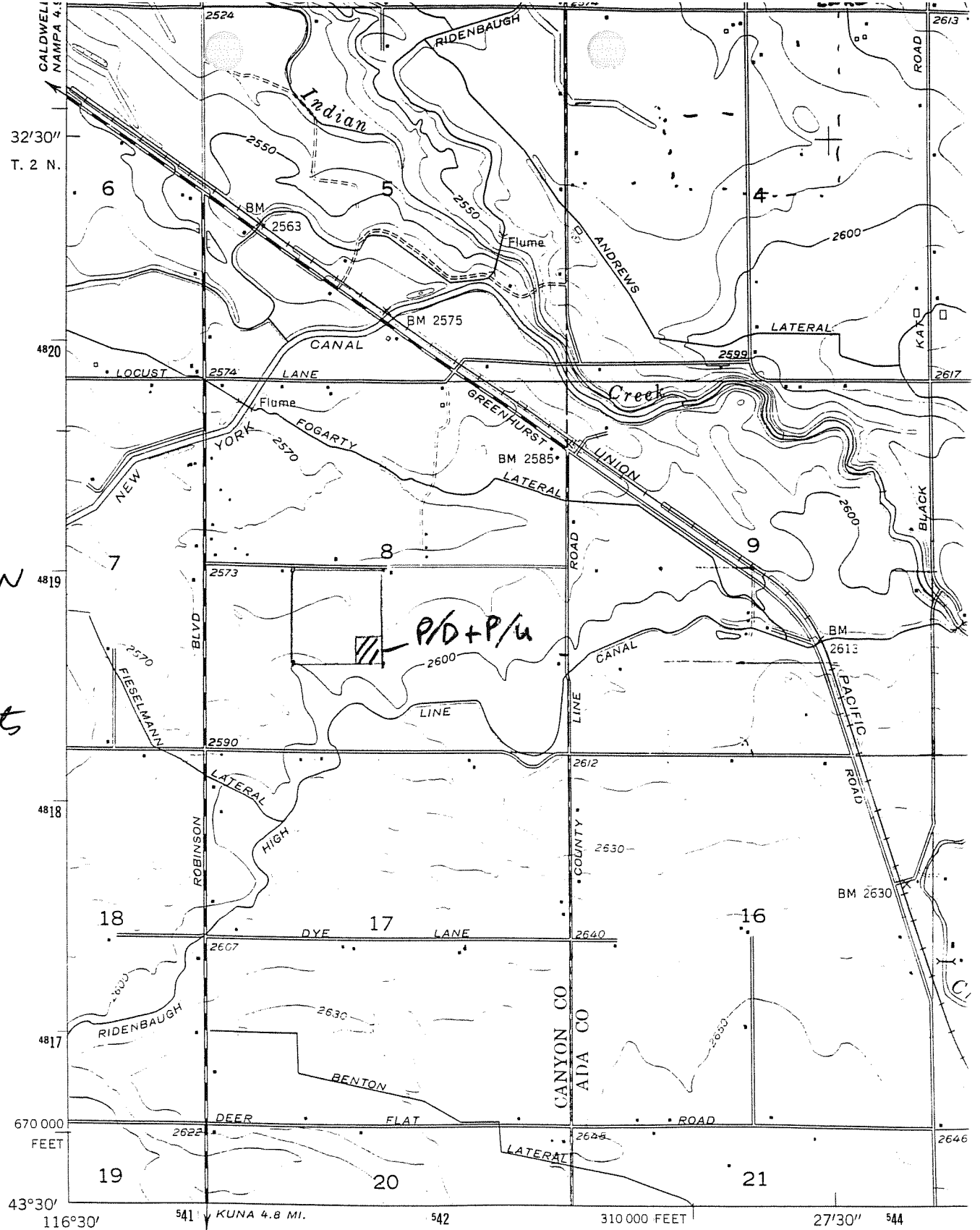
- ☐ Change P.D. as reflected above
 ☐ Add P.D. as reflected above
 ☐ None
- ☐ Change P.U. as reflected above
 ☐ Add P.U. as reflected above
 ☐ Other _____

Examiner's Signature _____ Date _____

Checked by _____ Date _____

Approved by _____ Date _____

T2N RIW
 Sec 8
 NESW
 No Gov Lts



(MELBA)
 2670 1 NE

Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

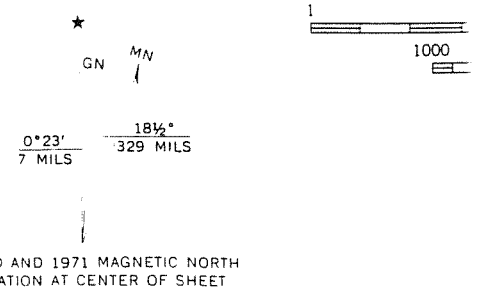
Culture and drainage by multiplex methods
 from aerial photographs taken 1951

Topography by plane-table surveys 1953

Polyconic projection. 1927 North American datum
 10,000-foot grid based on Idaho coordinate system,
 west zone

1000-meter Universal Transverse Mercator grid ticks,
 zone 11, shown in blue

Red tint indicates areas in which only landmark buildings are shown





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

March 23, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

BRENDA JO RAUBENHEIMER
4910 EASTER DR
NAMPA ID 83686

Re: Notice of Claim to a Water Right No. A63-09926

Dear Claimant:

Enclosed is a copy of the above referenced claim, which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

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

Thank you for your patience and cooperation, as we have had several ownership changes to process. If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington". The signature is written in dark ink and is positioned above the typed name and title.

Denise Buffington
Office Specialist I
Adjudication Section
Western Region Office

DB:db

Enclosure