

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: **A78-04061**
Date Received: 4/28/1988
Receipt No: C000453
Received By: _____

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

1. Name: STEPHEN LEE HACKLER 208-628-3354
Address: 5600 HWY 95
NEW MEADOWS ID 83654

AND/OR

Name: KIM RENEE OKAMURO HACKLER 208-628-3354
Address: 5600 HWY 95
NEW MEADOWS ID 83654

2. Date of Priority: APR 1, 1890

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
22N	01E	16	NE	NE	SE		ADAMS

5. Description of diverting works:
SPRING BOX INTO GRAVITY DITCH.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	04/01	10/15	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC LAWN AND GARDEN IRRIGATION OF 1/2 ACRE.

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
22N	01E	15	SW	NW		DOMEST	

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
78-4063

14. Remarks:
OWNERSHIP CHANGED BY LH 9/27/94.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

SEP 26 1994

WATER RESOURCES
WESTERN REGION

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 22N Range 1E
Section 15, 1/4 of SW 1/4 of NW 1/4, Govt. Lot _____, BM.

Lot _____, Block _____, Subdivision/Townsite _____

If you have additional legal descriptions, please attach separate sheet. ALSO NWSW, SEC.
15, 22N, 1E

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s) A78-04061, A78-04062, A78-04063
Assigned by IDWR: _____

[] Name and Address of Former Owner/Claimant(s)(Seller): FORREST D &/OR MAUDE A BARTON

HC 2, BOX 690POLLOCK ID 83547

[] New Owner/Claimant (Purchaser):

STEPHEN LEE AND/OR KIM RENEE OKAMURO HACKLER

[] New Mailing Address:

→ 5600 HWY 95 NEW MEADOWS ID 83654

[] New Telephone Number: (208) 628-3989 (WORK) 628-3354 (HOME)

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

[] Attach proof of ownership, describe proof attached:

DEED OF TRUST

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[] Signature of New Owner/Claimant(s)

Stephen Lee HackerDate 9/23/94Kim Renee Okamuro-HacklerDate 9/29/94

[] Signature of Former Owner/Claimant(s):

Date _____

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 9-27-94 By: JD

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 9-27-94 By: JD

Claim Numbers of Split, if any:

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Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

POOR ORIGINAL

COPY

19 94

THIS DEED OF TRUST, Made this _____ day of June, 19____, between STEPHEN L. HACKLER and KIM RENEE' OKAMURO HACKLER, husband and wife, whose address is HC Box 3702, 5600 Highway 95, New Meadows, Idaho 83654, Timberline Title & Escrow, Inc., an Idaho Corporation, herein called TRUSTEE, and FOREMAN, MALE BARTON and MAUDE A. BARTON, husband and wife, herein called BENEFICIARY, WITNESSETH that Grantor does hereby Irrevocably GRANT, BAROAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain _____ in the County of _____ State of _____ and containing not more than twenty acres.

See Exhibit "A" attached hereto.

TOGETHER WITH the rents, issues and profits thereof, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits. For the purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Eighty-Nine Thousand and 00/100 _____ Dollars, (\$ 89,000.00), final payment due June 1, 2019 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor hereon or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or rentors promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any such other insurance policy shall be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not constitute any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof of the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall, at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of such items when due. Grantor's failure to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at twelve per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect or retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not constitute any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

King Renee' Okamuro Hackler

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for record at
the request of

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

By _____ Deputy _____

Transferring to _____ date _____

STEPHEN L. HACKLER
and
KIM RENEE' OKAMURO HACKLER

TIMBERLINE TITLE & ESCROW, INC.

FORREST DALE BARTON

MAUDE A. BARTON

Noted June 7661, 1994

THE UNIVERSITY OF CHICAGO PRESS

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transfe

Telephone No.

EXHIBIT A

(original)
Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho

Sections 15 and 16: A tract or parcel of land being in portions of the NW1/4SW1/4 and SW1/4NW1/4 of Section 15 and the SE1/4NE1/4 of Section 16, lying West of the Little Salmon River and East of the Easterly line of the right-of-way of U.S. Highway 95, according to the official plat of the North and South Highway Survey (F.A.P. 9-ABCE), particularly bounded and described as follows:

Commencing therefor at a point in the NW1/4SW1/4 of said Section 15 on the Easterly side of the right-of-way of said North and South Highway (U.S. 95; F.A.P. 9-ABCE) that is 69 feet Southerly from Station Monument No. 503+00 of said Highway Survey and running

Thence Northerly on and along the Easterly side of such Highway right-of-way 1500 feet, more or less, to its point of intersection with the North line of the said SE1/4NE1/4 of said Section 16;

Thence Easterly along the said North line of the said SE1/4NE1/4 100 feet, more or less, to the point of intersection with the Westerly bank of the Little Salmon River;

Thence in a general Southeasterly and Southerly direction on and along the Westerly bank of the Little Salmon River to a point approximately 69 feet South of the North line of the NW1/4SW1/4, Section 15;

Thence West 168 feet more or less to the POINT AND PLACE OF BEGINNING on the Easterly side of the right-of-way of the North and South Highway (U.S. 95; F.A.P. 9-ABCE);

EXCEPTING THEREFROM the following described tracts of land as follows:

Commencing at State of Idaho Survey Monument marked FAP 9C (2)✓ 506+70 on the Easterly line of the right-of-way of U.S. Highway 95;

Thence Northerly on and along the Easterly line of said Highway right-of-way a distance of 230 feet more or less to approximately Station 509 of said Highway Survey;

Thence Easterly at right angles to said Highway right-of-way to the Westerly bank of the Little Salmon River;

Thence in a general Southeasterly direction on and along the Westerly bank of the Little Salmon River to a point that is opposite the point of beginning;

Thence Westerly at right angles to the Highway right-of-way line to the POINT AND PLACE OF BEGINNING. (Deed reference: 26 Deeds, page 478; 27 Deeds, page 140; 27 Deeds, page 343).

ALSO EXCEPTING THEREFROM

Township 22 North, Range 1 East, Boise Meridian, Adams County, Idaho

CONTINUED

Section 15: A parcel of land in the NW1/4SW1/4 more particularly described as follows:

Commencing at the Northwest corner of the NW1/4SW1/4;
Thence East to the Easterly right-of-way boundary line of U.S. Highway 95 as now established, the REAL POINT AND PLACE OF BEGINNING;

Thence South along said right-of-way line 69 feet;
Thence East to the West bank of the Little Salmon River;
Thence North paralleling the Little Salmon River to a point on the North line of said NW1/4SW1/4;
Thence West, along the North line to the POINT AND PLACE OF BEGINNING.

AND ALSO EXCEPTING a parcel of land in the SW1/4NW1/4 of said section, township and range more particularly described as follows:

Commencing at the Southwest corner of the SW1/4NW1/4;
Thence East to the Easterly boundary line of U.S. Highway 95 as now established, the REAL POINT AND PLACE OF BEGINNING;
Thence North along said highway right-of-way 210 feet to a point;
Thence Northeasterly 150 feet more or less to the West bank of the Little Salmon River;

Thence South paralleling the West bank of the Little Salmon River to a point on the South line of the SW1/4NW1/4 of said Section 15;

Thence West 165 feet more or less to the POINT AND PLACE OF BEGINNING.

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A78-04061
Date Received: 4/28/1988
Receipt No: C000453

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FORREST D. BARTON 208-628-3834
Address: HC 2 BOX 690
POLLOCK, ID 83547

AND/OR

Name: MAUDE A. BARTON 208-628-3834
Address: HC 2 BOX 690
POLLOCK, ID 83547

2. Date of Priority: APR 01, 1890

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
22N	01E	16	NE	NE	SE		ADAMS

5. Description of diverting works:
SPRING BOX INTO GRAVITY DITCH.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	04/01	10/15	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC LAWN AND GARDEN IRRIGATION OF 1/2 ACRE.

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
22N	01E	15	SW NW		DOMEST	

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
78-4063

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM
Water Right Number:

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: 1

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): *FD Barton* Date: 4-28-88

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 28th day
of April 19 88

Carter Fritschle
Notary Public

Seal

Residing at Eagle, Id
My Commission Expires 3-21-94

A78-04061



AJ0749NP
No. R78-04061

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

DATE: 11/10/98
PAGE: 1

=====

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	STEPHEN LEE HACKLER	04/01/1890	DOMESTIC	04-01 10-15	0.02 CFS	
C	KIM RENEE OKAMURO HACKLER					
	5600 HWY 95					
	NEW MEADOWS ID 83654					
	(208) 628-3354					
				TOTAL DIVERSION:	0.02 CFS	

Water Source: SPRING

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion: T22N R01E S16 NENESE

ADAMS County

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
T R S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac
22N 01E 15	:				:				:				:			

POU County: ADAMS

Other Rights: 78-4063

Conditions of Approval:

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

Remarks: USE DOMESTIC USE FOR LAWN & GARDEN.

EXP PARCEL NO. RP22N01E154000 A

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

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

Comments: Date: 08/31/1998 User-ID: CWALKER Subject: COPIED FROM REMARKS
OWNERSHIP CHANGED BY LH 9/27/94.

Audit: 11/10/98 CWALKER

AJ0749NP
No. R78-04061

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

DATE: 08/31/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	STEPHEN LEE HACKLER	04/01/1890	DOMESTIC	04-01 10-15	0.02 CFS	
C	KIM RENEE OKAMURO HACKLER					
	5600 HWY 95			TOTAL DIVERSION:	0.02 CFS	
	NEW MEADOWS ID 83654					
	(208) 628-3354					

Water Source: SPRING

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion: T22N R01E S16 NENESE

ADAMS County

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
---	---	---	:	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	:
22N	01E	15	:																	:

POU County: ADAMS

Other Rights: 78-4063

Remarks: EXP PARCEL NO. RP22N01E154000 A

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

Comments: Date: 08/31/1998 User-ID: CWALKER Subject: COPIED FROM REMARKS
OWNERSHIP CHANGED BY LH 9/27/94.

Audit: 08/31/98 CWALKER

USE - Domestic use for lawn & garden

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: FEB-12-1998
PAGE: A-169

RIGHT NUMBER: 78-04061

NAME & ADDRESS: STEPHEN LEE HACKLER ✓
KIM RENEE OKAMURO HACKLER
5600 HWY 95
NEW MEADOWS ID 83654

SOURCE: SPRING TRIBUTARY: SINKS

QUANTITY: 0.02 CFS

PRIORITY DATE: 04/01/1890

POINT OF DIVERSION: T22N R01E S16 NENESE Within ADAMS County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC DOMESTIC LAWN AND GARDEN ✓	04-01 10-15	0.02 CFS

PLACE OF USE: DOMESTIC Within ADAMS County
T22N R01E S15 SWNW ✓

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

OWNERSHIP CHANGED BY LH 9/27/94.

EXPLANATORY MATERIAL: BASIS OF CLAIM - STATUTORY CLAIM

RP22N01E154000 A

Verified by alw Date: 6/22/98

Verification Source: county alpha listing



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 19, 1995

RE: Notice Claims to Water Rights

Stephen Hackler
5600 Hwy. 95
New Meadows, ID 83654

Dear Mr. Hackler:

Pursuant to our telephone conversations last week, I have sorted out the ownership questions I had in regard to the spring that you use. I want to apologize again for the delay in getting these claims straightened out.

Enclosed is a copy of Claim A78-04265F which covers your use of the spring for your store and cafe. Also enclosed is a listing of all the claims we have in our records that claim use of a spring located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 16, Twp. 22N, Rge. 1E.

I have also included Claim No. A78-04266B which is your portion of the claim Ellibees had submitted for use of the Little Salmon River. Please note that this claim was submitted under a domestic use for irrigation of 1 acre. When we prepare our recommendations for A78-04266A (Ellibee) and A78-04266B we will be limited to recommending the combination of these two claims to 1/2 acre total since the use was submitted under a domestic filing. As I had mentioned on the phone, we had changed the ownership of this claim to Robert and Mary Schulz. Upon reviewing your warranty deed it was apparent that we had erred in doing that ownership change and I sent a letter to Mr. and Mrs. Schulz to explain the situation. I have enclosed a copy of that letter for your information.

Since we must have the claimant's signature to correct mailing addresses, I have partially completed a "Change in Address of Notice of Claim" form, to change your address on Claims A78-04265F and A78-04266B. Please sign this form where indicated and return it to our office.

Enclosed you will find copies of Claim Nos. A78-04061, A78-04062, and A78-04063. (These are the claims for the property you purchased from the Bartons.)

MICROFILMED
OCT 22 1996

I have also attached copies of all the original statutory claims to the Snake River Basin Adjudication (SRBA) claims pursuant to your request. I hope all this information helps resolve your questions in regard to your water rights. If we can be of any further assistance to you, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Kay Walker".

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

MICROFILMED
OCT 22 1996

MEMORANDUM

May 10, 1995

TO: FILES A78-04061, A78-04265C, A78-04266

FROM: KAY WALKER *KW*

RE: Change of Ownership Submitted 11/16/1992 for A78-04265C and
A78-04266; Source of Water under A78-04061

Mr. Hackler called the office this morning and we discussed the above referenced claims.

A78-04265C & A78-04266

He was at a meeting in New Meadows on May 9, 1995 at which there was a printout of all the water rights in that area and his name did not appear on the printout regarding his portion of A78-04265C for the water for the store or A78-04266 for irrigation of land around the store. I told him I would make this a top priority item to resolve the split of the claims and get his copies to him. He asked that I send him copies of the original statutory claims and any other information in regards to these claims.

A78-04061

He said that there are actually 4 or 5 springs that dump water into a ditch which goes into a culvert under the highway to his place. He has a right-of-way frontage agreement with the Dept. of Highways for this. He is concerned that this claim does not reflect the use of all of the springs that flow into the ditch. I indicated that this was something we could reflect in our recommendations to the court after our field work is completed.

Addendum 5-12-1995

I contacted Mr. Hackler and told him that I had split the claims the way our information indicated they should be (so he wouldn't worry all weekend) and I would send him a packet of information next week which would explain it all. He also told me that the phone number on his claims is also the FAX number at the store in case we needed to get information to him faster than mail would allow.

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OCT 22 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 30, 1994

Re: Notices of Claim to a Water Right Nos. A78-04061, A78-04062,
A78-04063

Stephen Lee Hackler
Kim Renee Okamuro Hackler
5600 Hwy. 95
New Meadows, ID 83654

Mr. & Mrs. Hackler:

Enclosed are copies of the above referenced claims which reflect the change in ownership of the land and appurtenant water rights covered under the original filings.

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

If you have any questions concerning the enclosed claims please feel free to contact this office.

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office
(208) 334-2190

LH:1

cc: Forrest & Maude Barton

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6/9/94

COMMUNICATION DOCUMENTATION

Claim No. A78-04061
-04062
-04063

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Kay Walker Date 9-23-94
Contact Person(s) Steve Thacker, 628-3989-work

Nature of Contact Cases. of 9-20-94

Substance of Communication has been irrigating
from springs - lawn & garden -
under A78-04061 - many fruit
trees in lawn & garden area. ^{also had} Little Salmon ^{Irrigation}
Barton's told Thacker's that the
springs Porter's were using were
their springs also. I asked if he
had purchased Porter's property - he
has not. Told him to watch
the legal notices when moratorium
was lifted & protest any new
filings on springs within the
40 ac. tract his are located in to
prevent over ~~apport~~ appropriation
which is his biggest concern.

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OCT 22 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 20, 1994

RE: Notice of Claims to Water Rights

Steven Hackler
5600 Hwy. 95
New Meadows, ID 83654

Dear Mr. Hackler:

Pursuant to our telephone conversation last Friday, enclosed you will find a "Notice of Change of Water Right Ownership" form to complete the ownership change on Claims A78-04061, A78-04062 and A78-04063. I have partially completed this form for your convenience.

Also enclosed are profile reports which describe the water rights on record for the Porters and McCurrys. The copies we had in our office were not very clear and these profile reports should serve the same purpose. The files did not contain any maps which would clearly identify which springs had been filed on.

If you wish to file on the springs for irrigation water, you may be required to submit an application for permit form, depending on when irrigation water from the springs was first used on the property. It is my understanding, through our telephone conversation, that you do not presently irrigate any land from the springs. Adjudication claims for surface water can be submitted for uses that have been in use since on or before May 20, 1971.

Please note that the area you are located in is under moratorium at this time. Moratorium status prevents approval of a new irrigation permit. Enclosed for your information is a copy of the moratorium order. We can accept applications for permit in this area, but cannot take any action on them until the moratorium has been lifted.

You also mentioned possibly claiming one of the rights previously filed by the Porters or McCurrys. If you were to do this, you would also need to file a transfer of that water right to change the place of use to your property and show that the water was no longer necessary for the uses originally recorded on those rights.

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I am enclosing a brochure entitled "Idaho Water Rights, A Primer" which is very informative in regard to all types of water rights. Once you read this brochure you may know which form is appropriate for your use. Please contact our office, either in writing or by telephone, for forms and/or further information in regard to filing on the springs for irrigation water.

Sincerely,

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

KAY WALKER
Sr. Water Resource Agent
BAdjudication Bureau

KW:k
Enclosures

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OCT 22 1996

SD-0605-2 Township: 22N Range: 01E Section: 16 Tract: NENESE Lot: 18
 S L R STATE O S Max # Records
 E O D Water Name W T Priority Total
 L Tract T V Right No. Last, First N G Date Source Diversion

NESE	NOT	78-04024	PORTER, ANDREW	C S	06/01/1960	SPRING	0.020
NESE	NOT	78-04041	PORTER, RUBY	C S	09/01/1960	SPRING	0.040
NESE	NOT	78-07028	MC CURRY, JOHN	C S	09/01/1960	SPRING	0.040
			MC CURRY, GENE	C			
			PORTER, ANDREW	C L	09/23/1971	SPRING	0.040
			PORTER, RUBY	C			

NOT CLAIMED?
 (or not in D-Base as of 9/16/94 & 5/15/95 kw)

(Enter=Continue)

(GOLD 7=This Query)

(Menu _____)

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