

**Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098**

2-2113C

Preliminary

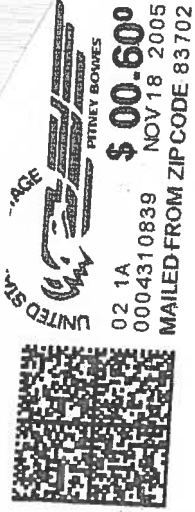
Report

PATRICK D LEDDY

~~SHONAL REDDY~~

RT BOX 12

MARSHING ID 83639



FIRST CLASS

ADDRESS SERVICE
REQUESTED

12/17/2003

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

RIGHT NUMBER: 2-2113C
NAME AND ADDRESS: PATRICK D LEDDY
RT 1 BOX 12
MARSING ID 83639

SHONA L LEDDY
RT 1 BOX 12
MARSING ID 83639

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER
QUANTITY: 0.080 CFS
PRIORITY DATE: 04/05/1954
POINT OF DIVERSION:

T03N R04W S34 SENW Lot 7 Within OWYHEE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.080 CFS

PLACE OF USE: IRRIGATION Within OWYHEE County
T03N R04W S34 Lot 7 SENW 4.2

4.2 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: License

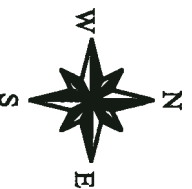
Idaho Department of Water Resources

Claim Number: 02-02113C
Legal: T03N, R04W, S34
Reviewed By:

Just King
12/17/2003

-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines

1987 Napp Photo



IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 02-02113C Date: 7-29-02

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	3N	4W	34								-7 4.2									4.2
GIS											4.2									4.2
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: 4.2

Overlapping FOU Claim #'s:

Total GIS Acres: 4.2

COMMENTS:

Per plat map from claim 02-02113H file. No county data available for this area.

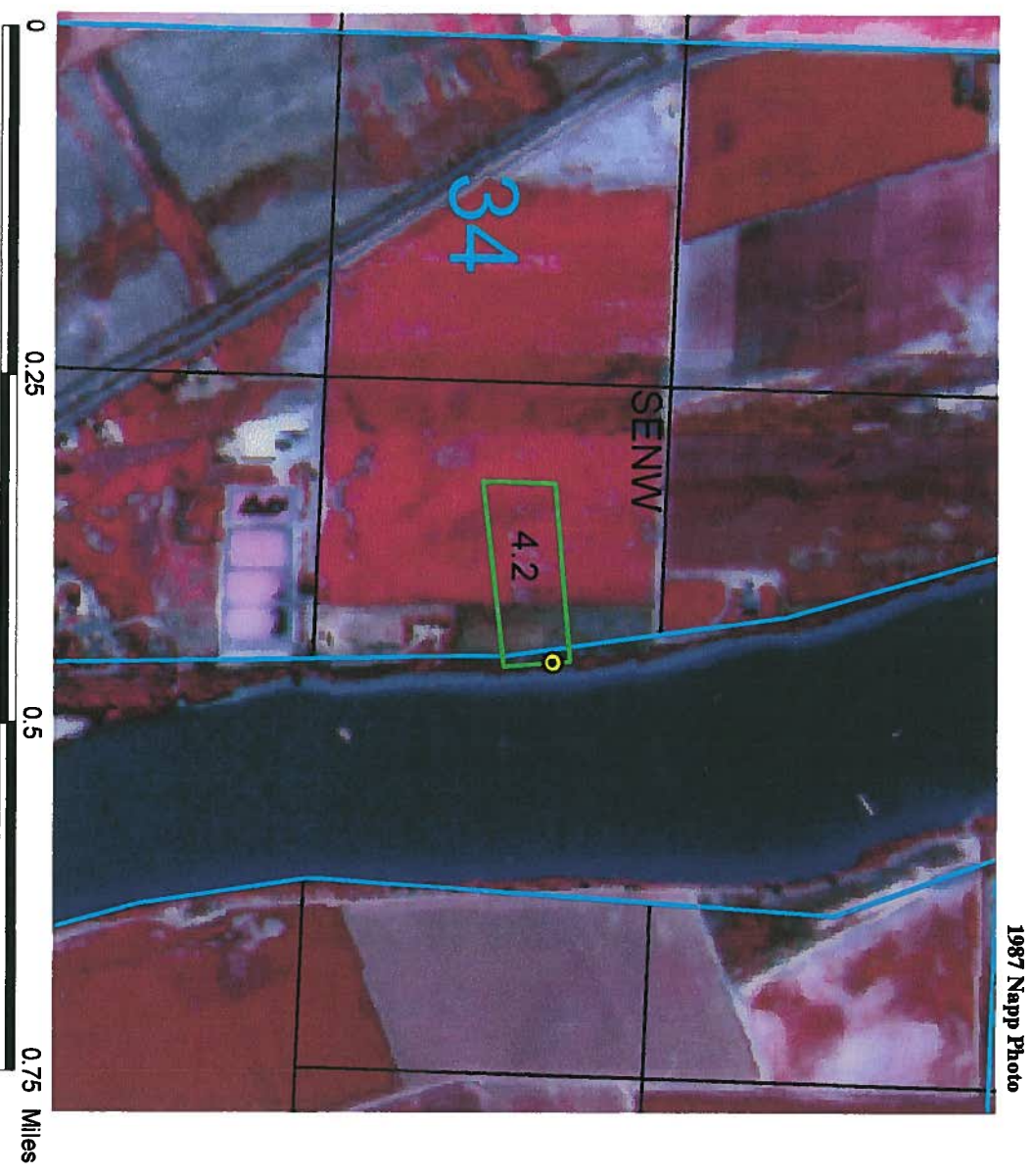
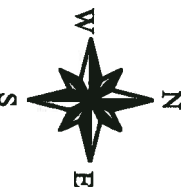
POD - I estimated it from a dot placed on the claim map which I assumed represents the POD.

POD - location best matches POD location on licensing exam map (SNK 12/17/03)

Idaho Department of Water Resources

Claim Number: 02-02113C
Legal: T03N, R04W, S34
Reviewed By:

-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

October 5, 1999

DIRK KEMPTHORNE
GOVERNOR

Re: Notice of Claim to a Water Right No. A02-02113C

KARL J. DREHER
DIRECTOR

PATRICK D LEDDY
SHONA L LEDDY
RT 1 BOX 12
MARSING ID 83639

Dear Mr. & Mrs. Leddy:

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water right(s) 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 in this 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".

Denise Buffington
Records Clerk
Adjudication Section
Western Region Office

DB:db

Enclosure



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 14, 1999

PATRICK D LEDDY
SHONA L LEDDY
RT 1 BOX 12
MARSING ID 83639

RE: Notice of Change of Water Right Ownership No. A02-02113C

Dear Property Owners:

Enclosed is a copy of your Notice of Change of Water Right Ownership form that you recently submitted to our office in which we are processing. However, in order to speed this process, we need proof of ownership. This proof can be a copy of a warranty deed(s), sales contract or **tax assessment in your name(s)** which includes the legal description of the property by $\frac{1}{4}$ $\frac{1}{4}$, Section, Township and Range.

Please submit a copy of your proof of ownership, and we will be able to complete the ownership change.

I apologize for any inconvenience this may cause. Thank you for your patience and cooperation. Feel free to contact our office if you have any questions concerning this letter.

Sincerely,

Adjudication Section
Western Region
(208) 334-2190

DB:d

Enclosure

SEE ORIGINAL

CLAIM FILE

DOCUMENTS IN

CLAIM

NO. A02-02113B



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

April 22, 1996

KARL J. DREHER
DIRECTOR

FELICITAS Y BURNHAM
PETER BURNHAM
800 S SLOPE RD
EMMETT ID 83617

RE: Notice of Claim to a Water Right No. A02-00055B

Dear Ms. and Mr. Burnham:

This letter is in reference to the claims filed in the Snake River Basin Adjudication (SRBA) on your property which is located north of Marsing.

In February of 1994 the Department of Water Resources changed the ownership on a portion of claim no. A02-00055 to your names. The portion of the original claim which was transferred to your names was renumbered as claim no. A02-00055B. This action was taken because it appeared that the claimed right was appurtenant to your parcel of land.

This office has reviewed claim nos. A02-00055 and A02-02113 and the field exams which were conducted in 1959 and 1982. The two water rights are not appurtenant to the same lands. A02-02113 is appurtenant to the land along the river where the subdivision is now located. A02-00055 is for the lands to the west of the subdivision. It appears that you are not entitled to a portion of claim no. A02-00055, and our previous action of assigning a portion of that claim to you was in error.

This letter is to inform you that your names have been removed from claim no. A02-00055B. This water right does not appear to be appurtenant to your property. Claim no. A02-02113C, which is the portion of A02-02113 which is appurtenant to your land, will remain in your names.

If you have any questions or need additional information, please do not hesitate to contact me at this office.

Sincerely,

Maria Minicucci

Sr. Water Agent, Adjudication Bureau

MM:m

MICROFILMED

SEP 19 1996

ADJUDICATION MEMORANDUM JM

CLAIM NO.: A02-~~02113~~ 8C, A02-00055 B

SUBJECT: IDWR correspondence of 04/22/1996

EMPLOYEE: T. T. WILCOX

DATE: 04/24/1996

Mrs. Burham came into the office today to discuss our letter.

We reviewed the ASCS map in file no. A02-00055 and discussed how the water rights ~~were~~ are next to each other and not on top of each other.

She also had questions about her water right permit from groundwater. Her proof is due in August of this year but she has not developed the permit. Since the property is for sale she may not develop the permit. At this time there should not be a problem for developing another permit (basin 57). We discussed the fact that if a new pump is put in the River an approved Transfer must be obtained from this Department.

She also had a stream channel permit for a dock. V. Robinson thought that there should not be any major obstacles to obtaining another permit.

MICROFILMED
SEP 19 1996

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: A02-02113C
Date Received: 1/ 3/1989
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: PATRICK D LEDDY 208-896-6075
Address: RT 1 BOX 12
MARSING ID 83639
AND
Name: SHONA L LEDDY 208-896-6075
Address: RT 1 BOX 12
MARSING ID 83639

2. Date of Priority: APR 5, 1954

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	04W	34	SE	NW		7	OWYHEE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.080		

7. Total Quantity Appropriated is:
0.080 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
03N	04W	34	SE	NW	7	IRR	4.2

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	4.2
					Total Acres	4.2

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF
CLAIM NO. A02-02113B, FEE PAID UNDER RECEIPT NO. C004914. KW
5/19/1994
OWNERSHIP CHANGED BY DB 10/5/99.

15. Basis of Claim: LICENSE



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

MAY 11 1999

Department of Water Resources

DATE OF CLOSING: Jan. 5, 1998

LEGAL DESCRIPTION OF PROPERTY: Township 03N Range 04W
 Section 34, 1/4 of SE 1/4 of NW 1/4, Govt. Lot 7, BM.
 Lot _____, Block _____, Subdivision/Townsite _____
 If you have additional legal descriptions, please attach separate sheet.

RECEIVED

MAY 12 1999

WATER RESOURCES
WESTERN REGION

☐ 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)
Assigned by IDWR:

A02-02113C

☐ Name and Address of Former
Owner/Claimant(s)(Seller):

(deceased)
Peter and Felicitas Y Burnham
800 S Slope Rd.
Emmett, Id. 83617

☐ New Owner/Claimant
(Purchaser):

Patrick D. and Shona L. Leddy

☐ New Mailing Address:

412 Fern St. Rt 1 Box 12
Nampa, Id 83686 MARSING, ID 83638

☐ New Telephone Number:

(208) ~~825~~ - ~~425~~ 896-6075

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ 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:

(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)

Patrick D. Leddy
Shona L. Leddy

Date 5-8-99Date 5-8-99

☐ Signature of Former
Owner/Claimant(s):

Felicitas Burnham

Date

Date 5/8/98

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

WARRANTY DEED

P.D.L.
S.L.L.

FOR VALUE RECEIVED **FELICITAS Y. BURNHAM, A SINGLE PERSON**

the Grantor, does hereby grant, bargain, sell and convey unto **PATRICK D. LEDDY and SHONA LEDDY, husband and wife**

the Grantees, whose address is **412 FERN ST, NAMPA, ID 83686**

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE:

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 1998 and subsequent years, covenants, conditions, restrictions and easements of record; and that she will warrant and defend the same from all lawful claims whatsoever.

DATED: November 25, 1997

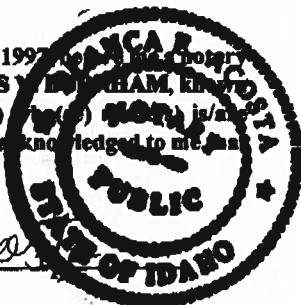
Felicitas Y. Burnham
FELICITAS Y. BURNHAM

STATE OF IDAHO

COUNTY OF CANYON

On this 28 day of January, 1997, **Blanca E. Acosta**, Notary Public, personally appeared **FELICITAS Y. BURNHAM**, known to me or identified to me to be the person(s) who is/are subscribed to the within instrument and acknowledged to me that s/he/they have executed the same.

Blanca E. Acosta
Notary Public
Residing at GREENLEAF, Idaho
My commission expires: 9-1-99



**PIONEER TITLE COMPANY
OF CANYON COUNTY**

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

423 SOUTH KIMBALL
CALDWELL, ID 83605

SCHEDULE A

Commitment No.: PO1908

Owners Policy No.:

Loan Policy No.:

The land referred to in this commitment/policy is situated in the State of Idaho, County of Owyhee and is described as follows:

This parcel is a portion of Government Lot 7 of Section 34, Township 3 North, Range 4 West of the Boise Meridian and is more particularly described as follows:

COMMENCING at the northwest corner of said Section 34;

thence South $0^{\circ}13'20''$ East along the west boundary of said Section 34 a distance of 1336.00 feet;

thence North $89^{\circ}54'00''$ East a distance of 1671.40 feet;

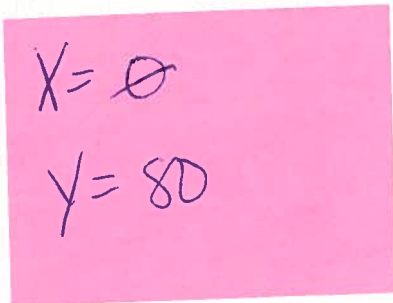
thence South $0^{\circ}19'00''$ West a distance of 427.54 feet to the TRUE POINT OF BEGINNING;

thence North $81^{\circ}02'17''$ East a distance of 697.75 feet to a point on the approximate mean high water line of the Snake River;

thence South $6^{\circ}55'30''$ East along said high water line a distance of 222.32 feet;

thence leaving said high water line and bearing South $75^{\circ}09'18''$ West a distance of 742.49 feet to the northeast corner of the parcel described in and recorded as Instrument No. 208794, records of Owyhee County, Idaho;

thence North $0^{\circ}19'00''$ East a distance of 302.24 feet to the TRUE POINT OF BEGINNING.



REQUEST OF
JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
BY
OCEITY

[Signature]

'98 JUN 6 PM 1 30
JIM HUNTLEY JR.
OWYHEE COUNTY RECORDER
BY
OCEITY

FILED-RECORDED

223703

PN46508

DEED OF TRUST

MB.
 Certified to be a true
 and correct copy of the
 original.
J. B. Smith

THIS DEED OF TRUST, Made this November 25, 1997 BETWEEN **PATRICK D. LEDDY and SHONA LEDDY**, husband and wife herein called GRANTOR, whose address is 412 FERN ST, NAMPA, ID 83686.

PIONEER TITLE COMPANY OF CANYON COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 100-10th Avenue So., Nampa, Idaho 83651, and **FELICITAS Y. BURNHAM**, A SINGLE PERSON, herein called BENEFICIARY, whose address is 800 SO. SLOPE RD, EMMETT, ID 83617.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of OWYHEE State of Idaho, described as follows, and containing not more than twenty acres:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE:

SHOULD THE PROPERTY DESCRIBED HEREIN BE SOLD OR CONVEYED BY THE MAKERS HEREOF, THEIR HEIRS OR ASSIGNS PRIOR TO THE MATURITY OF THE NOTE SECURED HEREBY, THEN THE ENTIRE SUM OF PRINCIPAL AND INTEREST SHALL BECOME IMMEDIATELY DUE AND PAYABLE.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, 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 THOUSAND AND NO/100*** Dollars, (\$80,000.00)** final payment due **JANUARY 5, 2000** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, 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 a 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 restore 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 fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may 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 cure or waive 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 or 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 any such items when due. Grantor's failure so 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 eight per cent per annum.

6. Should Grantor fail to make 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 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, an 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 an indebtedness secured hereby or in performance of any agreement hereunder, to collect and 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 or taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

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 persons or persons legally entitled thereto.

7. This Deed applies to, insures to the benefit of, and binds all 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 pledges 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 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.

DATED: November 25, 1997

Patrick D. Leddy
PATRICK D. LEDDY

Shona Leddy
SHONA LEDDY

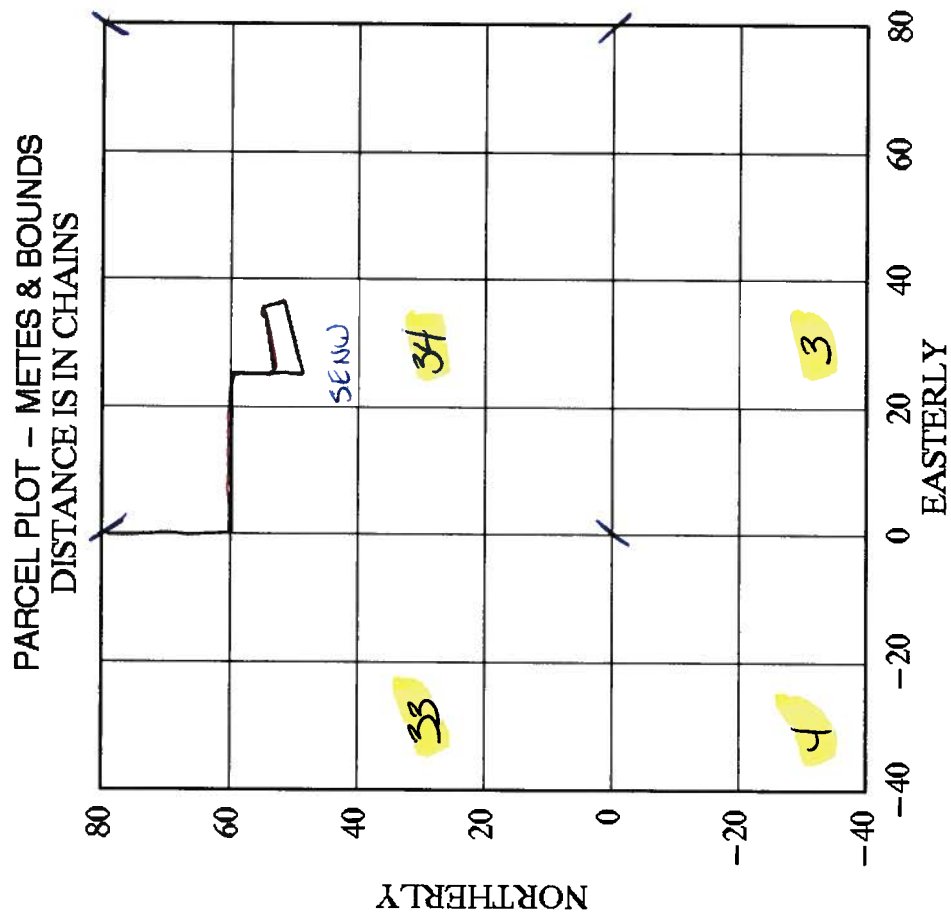
STATE OF IDAHO
COUNTY OF CANYON

On this 5 day of January, 1997, before me a notary public, personally appeared PATRICK D. LEDDY AND SHONA LEDDY, known or identified to me to be the person(s) who(se) name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they have executed the same.

Blanca E. Acosta
Notary Public
Residing at GREENLEAF, Idaho
My commission expires: 9-1-99



A02-02113C



METES AND BOUNDS TABLE

PRESS ALT P TO PRINT GRAPH

	X-COR	Y-COR	ANGLE			BEARING	DIST (FT)
			DEGREES	MINUTES	SECONDS		
BEGIN POINT COR. (SEE SHEET)	0.00	80.00					
	0.08	59.76	0.00	13.00	20.00	SE	1336.00
	25.40	59.80	89.00	54.00	0.00	NE	1671.40
	25.37	53.32	0.00	19.00	0.00	SW	427.54
	35.81	54.97	81.00	2.00	17.00	NE	697.75
-QUAD COEF-	36.22	51.63	6.00	55.00	30.00	SE	222.32
IF NE, X=1,Y=1	25.34	48.74	75.00	9.00	18.00	SW	742.49
IF SE, X=1,Y=-1	25.37	53.32	0.00	19.00	0.00	NE	302.24
IF SW, X=-1,Y=-1	25.37	53.32					

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: A02-02113C
Date Received: 1/ 3/1989
Receipt No: X777777
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PETER BURNHAM 208-365-2738
Address: 800 S SLOPE RD
EMMETT ID 83617
OR
Name: FELICITAS Y BURNHAM 208-365-2738
Address: 800 S SLOPE RD
EMMETT ID 83617

2. Date of Priority: APR 5, 1954

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	04W	34	SE	NW	7		OWYHEE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.080		

7. Total Quantity Appropriated is:
0.080 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
03N	04W	34	SE	NW	7	IRR	4.2

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AUG 10 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	4.2
					Total Acres	4.2

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A02-02113B, FEE PAID UNDER RECEIPT NO. C004914. KW 5/19/1994

15. Basis of Claim: LICENSE

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: _____

MICROFILMED

AUG 10 1994

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 _____

Please print or type

RECEIVED

MAY 26 1993

Department of Water Resource

LEGAL DESCRIPTION OF PROPERTY: Township 3N Range 4W
Section 34, 1/4 of 1/4 of 1/4 Govt. Lot 7, B.M.
Lot _____, Block _____, Subdivision/Townsite _____.

If you have additional legal descriptions, please attach separate sheet. - Per attached Survey

- [] 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)
Assigned by IDWR: _____
- [] Name and Address of Former Owner/Claimant(s)(Seller): VANCE VAN HAN

- [] New Owner/Claimant (Purchaser): Peter Burnham

- [] New Mailing Address: Felicitas Y Burnham
800 S Slope Rd
Emmett ID 83617

- [] New Telephone Number: (208) 365-2738

- [] Does the change in ownership result in a splitting of the water right owned/claimed? X yes ___ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
See attached Warranty Deed

- [] Attach proof of ownership, describe proof attached: _____
(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) Peter Burnham Date 4/26/93
Felicitas Y. Burnham Date 4/26/93
- [] Signature of Former Owner/Claimant(s): Vance Van Hall Date 4/26/93
Date _____

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

Claim Numbers of Split, if any:

MICROFILMED

AUG 10 1994

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

WARRANTY DEED

For Value Received **VANCE VAN HALL**, a married man dealing as his sole and separate property

F.V.B. the grantor, do hereby grant, bargain, sell and convey unto **PETER BURNHAM AND FELICITAS Y. BURNHAM**, husband and wife *P.B.*

the grantee **S**, whose current address is, 800 S Slope Road, Emmett, ID 83617 the following described premises, to-wit:

As per Exhibit "A" attached hereto and by reference thereto made a part hereof.

Subject to exceptions and reservations contained in patents from the United States.

Subject to all easements, restrictions and reservations of record and of use.

P.B. Reserving unto the Grantee, their heirs, successors, and assigns an easement and right of way for private and/or public utilities 10 feet in width adjacent to an existing 25 foot ingress-egress right of way on the easterly side thereof, including rights for irrigation and drainage purposes.

TOGETHER with all water and water rights appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee **S** that he is the owner in fee simple of said premises; that said premises are free from all incumbrances except taxes and assessments levied to the year 1993 and subsequent years.

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

Dated: April 26, 1993

Vance Van Hall
Vance Van Hall

STATE OF IDAHO, COUNTY OF Owyhee
On this 26th day of April, 1993,
before me, a notary public in and for said State, personally appeared

Vance Van Hall

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that he executed the same.

Kimberly D. Smith

Notary Public

Residing at
Comm. Expires

Boise, Idaho
7-10-93

STATE OF IDAHO, COUNTY OF

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

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

Ex-Officio Recorder

By _____

Fees \$ _____

Mall to: _____

MICROFILMED

AUG 16 1994

INSTRUMENT No.

Exhibit "A" to Warranty Deed - Van Hall to Burnham

This parcel is a portion of Government Lot 7 of Section 34, Township 3 North, Range 4 West of the Boise Meridian and is more particularly described as follows: COMMENCING at the northwest corner of said Section 34; thence South 0°13'20" East along the west boundary of said Section 34 a distance of 1336.00 feet; thence North 89°54'00" East a distance of 1671.40 feet; thence South 0°19'00" West a distance of 427.54 feet to the TRUE POINT OF BEGINNING; thence North 81°02'17" East a distance of 697.75 feet to a point on the approximate mean high water line of the Snake River; thence South 6°55'30" East along said high water line a distance of 222.32 feet; thence leaving said high water line and bearing South 75°09'18" West a distance of 742.49 feet to the northeast corner of the parcel described in and recorded as Instrument No. 208794, records of Owyhee County, Idaho; thence North 0°19'00" East a distance of 302.24 feet to the TRUE POINT OF BEGINNING.

This parcel is subject to and included use of a 25 foot wide ingress-egress easement described as follows: COMMENCING at the northwest corner of Section 34, Township 3 North, Range 4 West, Boise Meridian; thence South 0°13'20" East along the west boundary of said Section 34 a distance of 1311.00 feet to the TRUE POINT OF BEGINNING for said easement: thence North 89°54'00" East a distance of 1697.13 feet; thence South 0°19'00" West a distance of 695.17 feet; thence southeasterly 29.75 feet along the arc of a curve to the left having a central angle of 85°13'11", a radius of 20.00 feet and a long chord which bears South 42°17'36" East a distance of 27.08 feet; thence southwesterly 185.16 feet along the arc of a curve to the right having a central angle of 265°13'11", a radius of 40.00 feet and a long chord which bears South 47°42'24" West a distance of 58.88 feet; thence North 0°19'00" East a distance of 729.78 feet; thence South 89°54'00" West a distance of 1671.40 feet to a point on the said west boundary of said Section 34; thence North 0°13'20" West along said boundary a distance of 25.00 feet to the TRUE POINT OF BEGINNING of said easement.

Together with an undivided common right to have access to and use a boat ramp to be constructed and located in the northeast corner of Government Lot 7, such use and access to be expressly limited to access to the river, so long as the boat ramp is in existence; together with a further undivided common right to use a constructed pond, located along the boundary line common to the NW¼NW¼ and Government Lot 8, Section 34, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, for aesthetic and nature purposes, such as the observation of wildlife and fishing. The access and use of the pond shall be limited to foot traffic only and fishing shall be permitted from the bank only, with no boats or other floating craft utilized on the water surface. The right to use the pond in common shall exist so long as the pond is in existence.

The usage of both the boat ramp for access to the river and the constructed pond shall be at the express risk of grantee and grantee assumes all risk connected therewith, and further, as a condition of this transfer, agrees to release grantor of any and all liability and shall further serve to indemnify and hold grantor free of any liability connected with the use of the boat ramp or the pond.

The foregoing common uses are exclusive to the real property described above and may be transferred only with a conveyance of the real property.

67.

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INDEXED

FILE 6.07

REQUEST OF

BY *A. Van Hall*

OWYHEE COUNTY RECORDER

DANIELA JAY

93 MAY 4 PM 3 58

FILES-RECORDED

MICROFILMED
AUG 18 1994

210224

RECORD OF SURVEY

A PORTION OF GOVERNMENT LOT 7, SECTION 34
TOWNSHIP 3 NORTH, RANGE 4 WEST, BOISE MERIDIAN
OWYHEE COUNTY, IDAHO

POOR ORIGINAL

SCALE: 1" = 100'

LEGEND

- 6" BRASS CAP MONUMENT - FOUND
- 5/8" REBAR - FOUND
- 5/8" REBAR - SET WITH PLASTIC CAP
- 1/2" REBAR - FOUND
- 1/2" REBAR - SET WITH PLASTIC CAP
- CALCULATED POINT
- RAILROAD SPINE - FOUND
- WYRESS CORNER
- PROPERTY BOUNDARY LINE
- DATA OF RECORD

CERTIFICATION

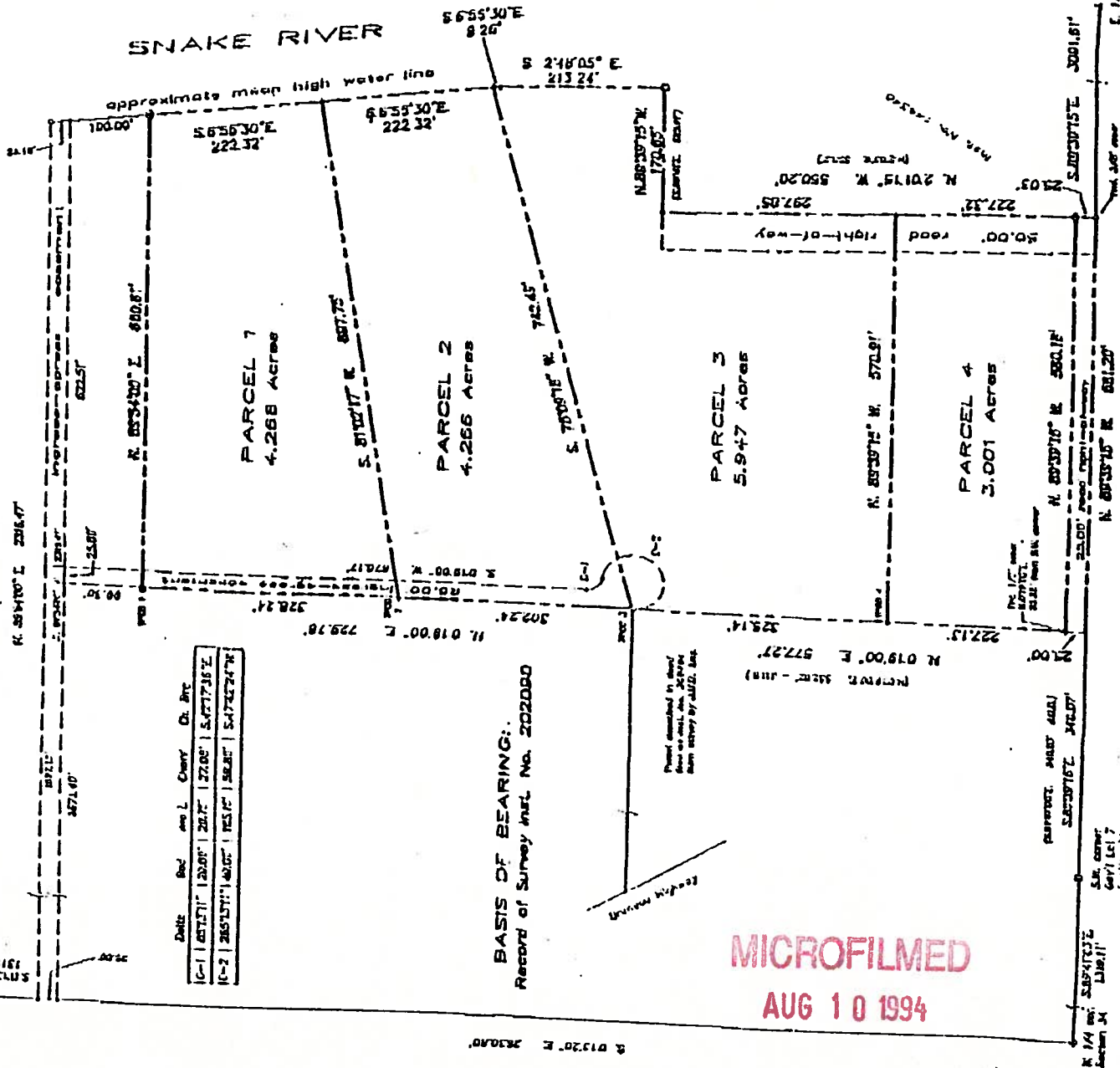
I, Gary L. Shuman, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that the above described survey was made by me or under my direct supervision and in accordance with the laws and regulations of the State of Idaho, and that the same is a true and correct copy of the original survey records as the same appear in my office.

Surveyed by
GARY L. SHUMAN

VANCE VAN HALL



Shuman, David G.
SURVEYING, INC.
One Adams Street, Boise, Idaho 83725
(208) 441-0007



BASIS OF BEARING:
Record of Survey Map No. 202080

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AUG 10 1994

Date	Book	Page	Ch.	Dist.
6-1	121711	121711	22.75	5.471716
6-2	265171	121711	22.75	5.471716

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: A02-02113B
Date Received: 1/ 3/1989
Receipt No: C004914
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: VANCE VAN HALL 208-896-4848
Address: RT 1 BOX 16
MARSING ID 83639

2. Date of Priority: APR 5, 1954

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	04W	34	SE	NW		7	OWYHEE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.700		

7. Total Quantity Appropriated is:
0.700 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
03N	04W	34	NE	NW	8	IRR	18.0
			SE	NW	7	IRR	17.0

MICROFILMED
AUG 10 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	35.0
					Total Acres	35.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: LICENSE

MICROFILMED

AUG 10 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet.

☐ 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) Assigned by IDWR: A02-02113B, A02-00055

☐ Name and Address of Former Owner/Claimant(s)(Seller): _____

☒ New Owner/Claimant (Purchaser): Vance Van Hall

☐ New Mailing Address: Rt. 1, Box 16
Mrsing, ID 83639

☐ New Telephone Number: () 896-4848

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

portions have been sold after shields to
Van Hall conveyance

☒ Attach proof of ownership, describe proof attached: Warranty Deed

(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) Vance Van Hall Date 2-15-94

☐ Signature of Former Owner/Claimant(s): _____ 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: 2-17-94 By: RTF

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

MICROFILMED

AUG 10 1994

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

WARRANTY DEED

For Value Received DOLORES A. SHIELDS, a single person

0077, the grantor, does hereby grant, bargain, sell and convey unto
VANCE VAN HALL, a married man dealing as his sole and separate property

the grantee, whose current address is, P41 B416 MARINE 83639
the following described premises, to-wit:

As more particularly described on Exhibit "A" attached hereto and
made a part thereof:

Together with Easement as recorded by Instrument No. 202743, recorded
September 29, 1990, Owyhee County records.

Subject to exceptions and reservations contained in patents from
the United States.

Subject to all easements, restrictions and reservations of record
and of use.

Subject to any claim arising from the difference in the mean high
water line of the Snake River and the meander line as shown by the
Government Survey.

FILED-RECORDED
92 JUN 22 AM 9 32
BARBARA JAYO
OWYHEE COUNTY RECORDER
BY De. Shields
DEPUTY
REQUEST OF
D. A. T.
FEE 6.00
INDEXED
MICROFILMED

208190

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee, that she is the owner in fee simple of said premises; that said
premises are free from all incumbrances except taxes and assessment for the year 1992
and subsequent years.

and that she will warrant and defend the same from all lawful claims whatsoever.
Dated: June 19, 1992

Dolores A. Shields
Dolores A. Shields

STATE OF IDAHO, COUNTY OF Owyhee
On this 19th day of June, 1992,
before me, a notary public in and for said State, personally
appeared Dolores A. Shields

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that she executed the same.

Stanley D. Smith
Notary Public
Residing at Boise, Idaho
Comm. Expires July 10, 1993

STATE OF IDAHO, COUNTY OF

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

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

Ex-Officio Recorder

By _____
Fees \$ _____
Mail to: _____

MICROFILMED
Deputy.

AUG 10 1994

INSTRUMENT NO.

FILE COPY

EXHIBIT "A"

IN TOWNSHIP 3 NORTH, RANGE 4 WEST, B.M., OWYHEE COUNTY, IDAHO,
Section 34: That part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying North of the
right-of-way of the Oregon Shortline Railway
Company (Union Pacific Railroad Company):

EXCEPTING THEREFROM: A parcel being a portion of the
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, Township 3 North, Range 4 West,
B. M., and more particularly described as follows: Beginning at
the Northwest corner of said Section 34; thence South 89°37'06"
East along the North boundary of the said NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance
of 317.59 feet; thence South 19°36'09" East along the centerline
of a 4 foot wide concrete irrigation ditch, a distance of 307.14
feet; thence South 88°14'17" West, a distance of 419.64 feet to a
point on the West boundary of the said NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence North
0°13'20" West along the said West boundary, a distance of 304.36
feet to the TRUE POINT OF BEGINNING.

Section 34: All of Government Lot 7

EXCEPTING THEREFROM a portion thereof described as follows:
Commencing at the Brass Monument at the Southwest Corner of
the NW $\frac{1}{4}$ of said Section 34; thence South 89°41' East 1318.95 feet
(formerly 1320 feet) along the south line of the said NW $\frac{1}{4}$ to an
iron stake at the Southwest corner of Government Lot 7 in the
said NW $\frac{1}{4}$; thence continue South 89°41' East 921.27 feet along the
said South line, to the INITIAL POINT of this description; thence
North 2°03' West 550.2 feet; thence South 89°41' East 185.11
feet, to a point on the Westerly bank of Snake River; thence
South 5°01' East 276.16 feet, along the said Bank; thence South
1°50' East 274.96 feet, along the said Bank, to a point on the
said South line; thence North 89°41' West 198.37 feet along said
South line, to the INITIAL POINT of this description.

Section 34: All of Government Lot 8

EXCEPTION THEREFROM: A parcel of land in Government Lot
8 of Section 34, Township 3 North, Range 4 West, B.M.,
Owyhee County, Idaho, more particularly described as follows:
COMMENCING at the Northwest corner of said Section 34; thence
South 0°13'20" East along the westerly boundary of said Section
34 a distance of 1311.00 feet to a point which bears North
0°13'20" West a distance of 4.40 feet from the southwest corner
of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 34; thence North 89°54'00" East a
distance of 1998.22 feet to the TRUE POINT OF BEGINNING; thence
North 0°39'34" West a distance of 466.85 feet; thence North
84°37'16" East a distance of 206.76 feet to a point on the mean
high water line of the Snake River; thence South 13°37'54" East
along said mean high water line a distance of 499.73 feet;
thence South 89°54'00" West a distance of 318.25 feet to the TRUE
POINT OF BEGINNING.

SUBJECT TO a right of way for road purposes described as
follows: The South 25 feet of the NW $\frac{1}{4}$ of said Section 34, lying
East of the Oregon Shortline Railroad right of way

SUBJECT TO a right of way for road purposes located in
Government Lot 7 described as follows: COMMENCING at the Brass
Monument at the Southwest corner of the NW $\frac{1}{4}$ of Section 34, T3N,
R4W, B. M.; thence South 89°41' East 1318.95 feet (formerly 1320
feet) along the South line of the said NW $\frac{1}{4}$ to an iron stake at
the Southwest corner of Government Lot 7 in the said NW $\frac{1}{4}$; thence
continue South 89°41' East 921.27 feet along the said South line
to the INITIAL POINT of this right of way strip; thence North
2°03' West 550.2 feet; thence North 89°41' West 50.04 feet;
thence South 2°03' East 550.2 feet; thence South 89°41' East
50.04 feet to the INITIAL POINT of this right of way strip.

SUBJECT TO a perpetual ingress-egress easement described as
follows: Commencing at the northwest corner of said Section 34;
thence South 0°13'20" East along the westerly boundary of said
Section 34 a distance of 1311.00 feet to a point which bears
North 0°13'20" West a distance of 4.40 feet from the southwest
corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 34, which point is the TRUE
POINT OF BEGINNING of said easement; Thence North 89°54'00" East
a distance of 2316.47 feet; thence South 13°37'54" East a
distance of 25.71 feet; thence South 89°54'00" West a distance
of 2322.43 feet to a point on the westerly boundary of said
Section 34; thence North 0°13'20" West along said westerly
boundary a distance of 25.00 feet to the TRUE POINT OF BEGINNING.

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AUG 10 1994

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: A02-02113B
Date Received: 1/ 3/1989
Receipt No: C004914
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DOLORES A SHIELDS 208-459-8394
Address: 219 W SPRUCE ST
CALDWELL ID 83605

2. Date of Priority: APR 5, 1954

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	04W	34	SE	NW		7	OWYHEE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.700		

7. Total Quantity Appropriated is:
0.700 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
03N	04W	34	NE	NW	8	IRR	18.0
			SE	NW	7	IRR	17.0

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AUG 10 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	35.0
					Total Acres	35.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: LICENSE

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: _____

MICROFILMED

AUG 10 1994

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED

AUG 10 1994

CHANGE IN ADDRESS OF NOTICE OF CLAIM

[] Water Right Number (s): A02-00055 A57-10058

A02-02113B A57-10059

A57-10057

[] Old Mailing Address: Route 1 Box 16

Marsing ID 83639

[] New Mailing Address: 219 W Spruce St

Caldwell ID 83605

New Telephone Number: (208) 459 - 8394

[] Signature of Claimant: *James C. Linder*

Date: 4-22-92

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

SEND TO YOUR NEAREST
REGION OFFICE:

Western Region Office	Southern Region Office
2735 Airport Way	222 Shoshone St. East
Boise, ID 83705	Twin Falls ID 83301
(208) 334-2190	(208) 734-3578

State Office
1301 N. Orchard St.
Boise, ID 83720
(208) 327-7900

Eastern Region Office	Northern Region Office
150 Shoup Ave. #15	1910 Northwest Blvd. #210
Idaho Falls ID 83402	Coeur d'Alene ID 83814
(208) 525-7161	(208) 756-4639

MICROFILMED

AUG 10 1994

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: A02-02113B

Date Received: 11/17/1988

Receipt No: 0004914

Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DOLORES A. SHIELDS
Address: RT. 1 BOX 16
MARSING, ID

83639

2. Date of Priority: APR 05, 1954

3. Source: SNAKE RIVER

Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	04W	34	SE	NW		7	OWYHEE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.700		

7. Total Quantity Appropriated is:
0.700 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
03N	04W	34	NE	NW	8	IRR	18.0
			SE	NW	7	IRR	17.0
Section Acres							35.0

A02-02113B

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Date: 11/17/88

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10. Place of Use: Continued

Total Acres 35.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: LICENSE

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): Doreen A. Shields Date: 11-17-88

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 17TH day
of NOVEMBER 19 88

Jeff Pappas
Notary Public

Seal

Residing at BOISE, IDAHO

My Commission Expires 11/8/1994

Idaho Department of Water Resources

Place of Use Layout 2-2113C



0 0.25 0.5 Miles

Township 3N Range 4W Section 34 Lot 7 (SENW)



GIS Place of Use Presentation
1987 NAPP photography.
Map prepared by: Scott King
Date prepared: December 17, 2003

-  Point of Diversion
-  Place of Use
-  PLSS Township
-  PLSS Section Lines
-  PLSS quarter-quarter lines