

2-2113H

T03N R04W Sec 34



0.04 0 0.04 0.08 Miles

-  GCDB03N04W GCDB
-  Recommendation POD
-  Recommendation POU
-  QQ



IDWR
Drawn by: D. Shaff
Date: 5/21/04

(Internet)

WR REVIEWER - DAN
RECEIVED Nelson

SEP - 8 2003

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Rodney E Redford ¹⁰⁴ Linda K. Redford Phone 208/896-6055
Post Office address P.O. Box 328 6622 Simpson Lane MARSH, ID 83639

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes INSTALL PRIVATE pump RATHER
THAN SHARE LARGE pump system.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|-----------------|-----------------|-----------------------|------------------|-----------------------------|
| <u>2-2113H</u> | <u>4-5-1954</u> | <u>18 CFS</u> | <u>IRR.</u> | <u>3/15</u> to <u>11/15</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred .18 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water SNAKE RIVER tributary to COLUMBIA
4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use: *N/A*

[illegible]

12/17/2003

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

RIGHT NUMBER: 2-2113H

NAME AND ADDRESS: RODNEY E REDFORD
1224 INVERNESS DR
NAMPA ID 83651

LINDA K REDFORD
1224 INVERNESS DR
NAMPA ID 83651

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 0.180 CFS

PRIORITY DATE: 04/05/1954

POINT OF DIVERSION:

T03N R04W S34 SENW Lot 7 Within OWYHEE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.180 CFS

PLACE OF USE: IRRIGATION Within OWYHEE County

T03N R04W S34 Lot 7 SENW 8.9

8.9 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

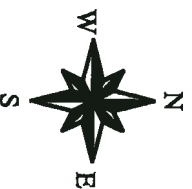
Claim Number: 02-02113H
Legal: T03N, R04W, S34
Reviewed By:

Steve King
12/17/2003

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



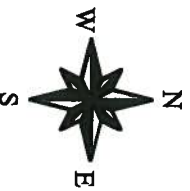
1987 Napp Photo



Idaho Department of Water Resources

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

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



IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 02-02113 H

Date: 7-29-02

				NE				NW				SW				SE				Sum
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	3N	4W	34								-7 8.9									8.9
GIS											8.9									8.9
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: 8.9

Overlapping FOU Claim #'s:

Total GIS Acres: 8.9

COMMENTS:

Per Plat map. No county data available

POD - estimated per claim legal.

**SEE ORIGINAL
CLAIM FILE
DOCUMENTS IN
CLAIM**

NO. A 02-02113B

MEMORANDUM

March 23, 1995

TO: FILE A02-02113H

FROM: KAY WALKER *KW*

RE: CHANGE IN OWNERSHIP

Mr. Rodney Redford came into the office today to file his Notice of Change of Ownership for his portion of Vance Van Hall's claim. We went over the claims, changed the ownership of his portion of Claim A02-02113E, and **he took his copy of Claim A02-02113H with him when he left**; therefore, there is no letter forwarding his claim to him. I also gave Mr. Redford an "Idaho Water Rights - A Primer" brochure and the brochure discussing Stockwater and Domestic claims.

Mr. Redford plans to install his own pump within the same 40-acre tract as that shown for Vance Van Hall. I gave him an application for transfer form to file once he had the plans on his irrigation system defined. He will need to file a transfer to add the point of diversion to Water Right No. 02-02113. The splits of A02-02113B should be scrutinized when we do our Basin 02 field work. We need to make sure Mr. Van Hall is not pumping excessively after all these splits are said and done.

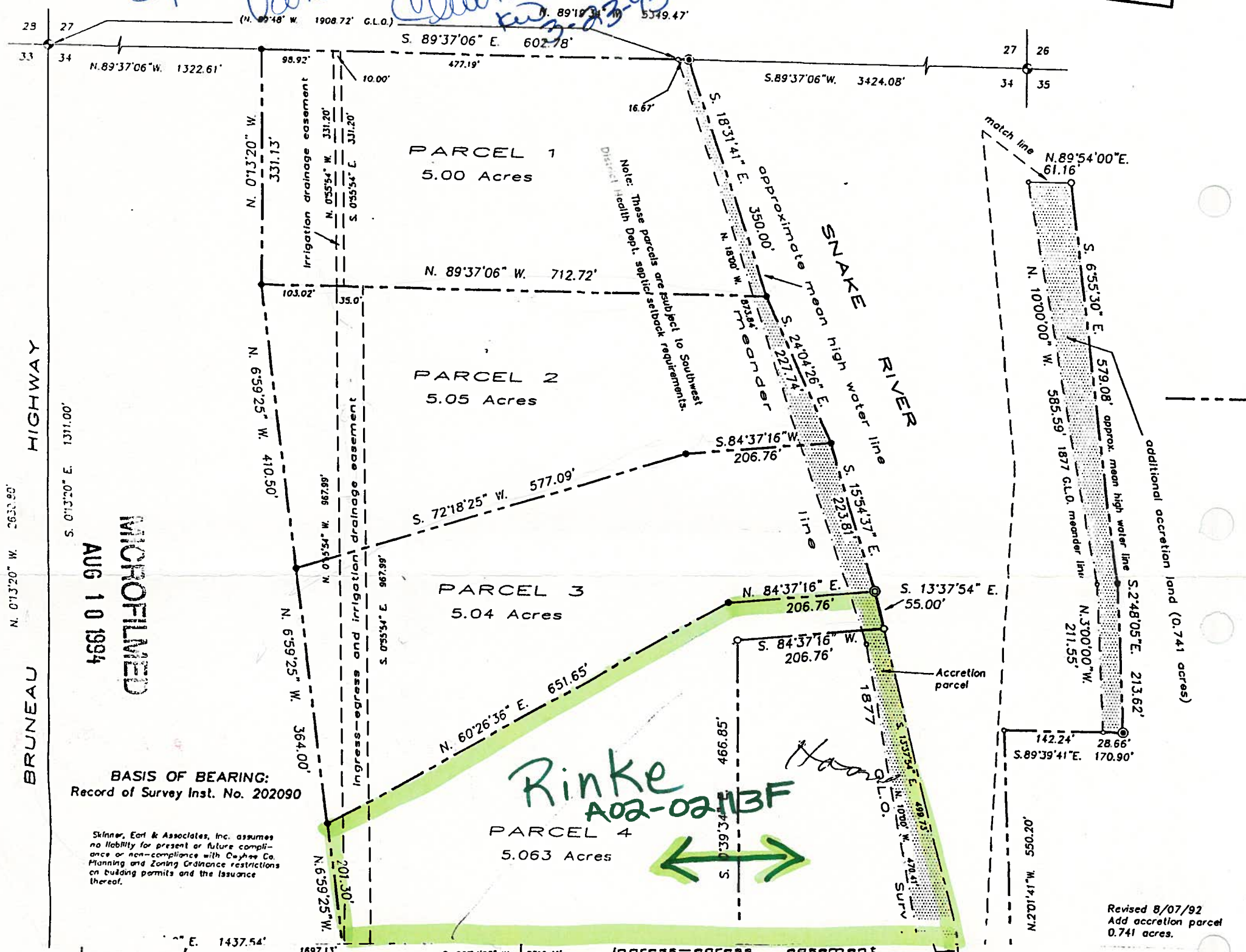
MICROFILMED
SEP 19 1996

ORIGINAL IN A02-02113D
shows
Splits of
Vance Van Hall's
claim

RECORD OF SURVEY

A PORTION OF GOV'T LOT 8 OF SECTION 34
TOWNSHIP 3 NORTH, RANGE 4 WEST, BOISE MERIDIAN
OWYHEE COUNTY, IDAHO

POOR ORIGINAL



Gov. Lot 7

Boat Ramp

	Delta	Rad	Arc L.	Chord	Ch. Brg.
C-1	85°13'11"	20.00'	29.75'	27.08'	S. 42°17'36" E.
C-2	265°13'11"	40.00'	185.16'	58.88'	S. 47°42'24" W.

Basin of Bearing: Record of Survey Inst. No. 202090

Burnham
A02-02113C

PARCEL 3
5.947 Acres

Redford
A02-02113D

PARCEL 4
3.001 Acres

where he intends to build house

CERTIFICATE
I, Greg L. Skinner, hereby certify that the map has been prepared from ground by me, that this map is a true and correct representation of the land surveyed, and that it is in accordance with the provisions of the Idaho Statutes and the Public Land Act, 1906.
PROFESSIONAL LAND SURVEYOR
STATE OF IDAHO
REG. L. SKINNER
2627, 1992

DO NOT FILM

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

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RODNEY E REDFORD 208-466-0983
Address: 1224 INVERNESS DR
NAMPA ID 83651

OR

Name: LINDA K REDFORD 208-466-0983
Address: 1224 INVERNESS DR
NAMPA ID 83651

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	0.180		

7. Total Quantity Appropriated is:
0.180 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	8.9

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	8.9
					Total Acres	8.9

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. A02-02113E. 03/23/95 KW

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: _____

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 _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: 8-5-93

LEGAL DESCRIPTION OF PROPERTY: Township 3N Range 4W
Section 34, 1/4 of SE 1/4 of NW 1/4, Govt. Lot 7, BM.
Lot _____, Block _____, Subdivision/Townsite _____ - Parcels 3 & 4
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: A02-02113E

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

RT 1 Box 16-8989

MARSING ID 83639

☐ New Owner/Claimant (Purchaser): RODNEY E. OR LINDA K. REDFORD

☐ New Mailing Address: 1224 INVERNESS DR
NAMPA, ID 83651

☐ New Telephone Number: (208) 466-0983

☐ 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:

New owner purchased parcels 3 & 4
of Van Hall property, which includes
8.948 acres.

☐ 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): Rodney E. Redford Date 3/23/95

Date

☐ 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: 8-5-93

By: 3-23-95

Further Action Needed

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

MICROFILMED

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

SEP 19 1996

THIS DEED OF TRUST, Made this _____ day of _____
 BETWEEN RODNEY E. REDFORD AND LINDA K. REDFORD, husband and wife 19____
 5919 Bellingham Drive
 whose address is Casto Valley, CA 94552
 Owyhee County Title Company, an Idaho corporation, herein called TRUSTEE, and WILLIAM G. SPANGENBERG AND DONA D. SPANGENBERG, husband and wife, herein called GRANTOR,
 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, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:
 As per Exhibit "A" attached hereto and by reference thereto made a part hereof.

** SHOULD THE PROPERTY DESCRIBED HEREIN, OR ANY PORTION THEREOF, OR ANY INTEREST THEREIN, 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 TWENTY THOUSAND EIGHT HUNDRED FIFTY-SEVEN & 68/100ths (\$20,857.68),
 final payment due February 10, 1995 **
 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 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 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 secured by 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 the highest lawful rate permissible under Idaho law.
 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 said note, Beneficiary 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, 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 to: defend 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 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 and 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 in case 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.

COPY
 FILED
 SEP 10 1995

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 the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

7. This Deed applies to, inures 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 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 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 hereinafter set forth.

Rodney E. Redford

Linda K. Redford

STATE OF CALIF., COUNTY OF Alameda

On this 22 day of August, 1993, before me, a Notary Public in and for said State, personally appeared

Rodney E. Redford
Linda K. Redford

known to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that they executed the same.

Residing at
Com. Exp:



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 _____,
10, in my office, and duly recorded in Book _____
of Mortgages at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees: \$ _____
Mail to: _____

DEED OF TRUST
WITH POWER OF SALE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To _____, Trustee:

Idaho,

19

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

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 transferred.

Address _____

Telephone No. _____

SEP 9 1996

Parcel I:

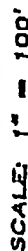
This parcel is a portion of Government Lot 7 of Section 34, Township 3 North, Range 4 West of the Boise Meridian and is more particularly described as follows: COMMENCING at the northwest corner of said Section 34; thence South 0°13'20" East along the west boundary of said Section 34 a distance of 1336.00 feet; thence North 89°54'00" East a distance of 1671.40 feet; thence South 0°19'00" West a distance of 729.78 feet to the northeast corner of the parcel described in and recorded as Instrument No. 208794, records of Owyhee County, Idaho; said point is the TRUE POINT OF BEGINNING; thence North 75°09'18" East a distance of 742.49 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 9.26 feet; thence continuing along said high water line South 2°48'05" East a distance of 213.24 feet to a point on the north boundary of the parcel described in and recorded as Instrument No. 144340, Records of Owyhee County; thence leaving said high water line and bearing North 89°39'15" West along the north boundary of said parcel a distance of 170.65 feet to the northwest corner of said parcel; thence South 2°01'15" East (Record South 2°03' East) along the west boundary of said parcel a distance of 297.85 feet; thence North 89°39'15" West parallel with the south boundary of said Government Lot 7 a distance of 570.91 feet to a point on the east boundary of the aforementioned parcel from Instrument No. 208794; thence North 0°19'00" East along said east boundary a distance of 325.14 feet to the TRUE POINT OF BEGINNING.

Parcel II:

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 north west 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 729.78 feet to the northeast corner of the parcel described in and recorded as Instrument No. 208794, records of Owyhee County, Idaho; thence continuing South 0°19'00" West along the east boundary of said parcel a distance of 325.14 feet to the TRUE POINT OF BEGINNING; thence South 89°39'15" East parallel with the south boundary of said Government Lot 7 a distance of 570.91 feet to a point on the west boundary of the parcel described in and recorded as Instrument No. 144340, records of Owyhee County; thence South 2°01'15" East (of Record North 2°03' West) along said west boundary a distance of 227.32 feet to a point which lies on a line 25.00 feet northerly from and parallel with the said south boundary; thence North 89°39'15" West along said parallel line a distance of 580.18 feet to a point on the east boundary of the aforementioned parcel from Instrument No. 208794; thence North 0°19'00" East along said east boundary a distance of 227.13 feet to the TRUE POINT OF BEGINNING.

FILED - RECORDED
210831
MICROFILMED
SEP 19 1996
93 AUG 9 PM 4 42
SARAH J. LIND
COUNTY CLERK
BY *A. J. [Signature]*
REQUEST OF
O.C.I.
FEE 1.00
INDEXED
MICROFILMED

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



LEGEND

- BRASS CAP ADJACENT - FOUND
- 5/8" REBAR - FOUND
- 3/8" REBAR - SET WITH PLASTER CAP
- 1/2" REBAR - FOUND
- 1/2" REBAR - SET WITH PLASTER CAP
- CALCULATED POINT
- RAILROAD SINK - FOUND
- WITNESS CORNER
- PROPERTY BOUNDARY LINE
- DATA OF RECORD

CERTIFICATION

1. On 11 March, as herein readily that I am a Professional
Lawyer, I was contacted by the State of Idaho and that the
State has been awarded from an estate survey made on the
grounded by me that that was an economic requirement
for any money and that it is in conformity with the Carter
Presidential and Jimmy Carter Case 03-101, survey
101-101.

Enclos. No.

VANCE VAN HALL



Printed by G.L.S.
 Order OCT. 12, 1982
 Booklet R.C.

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

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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 of	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	0.510		

7. Total Quantity Appropriated is:
0.510 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 of	Lot	Use	Acres
03N	04W	34	NE	NW	8	IRR	12.7
			SE	NW	7	IRR	12.8

MICROFILMED

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	25.5
					Total Acres	25.5

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. A02-02113D. 08/03/94 SS.

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
SEP 19 1996

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 _____

MICROFILMED
SEP 19 1996

RECEIVED

AUG 05 1994

WATER RESOURCES
WESTERN REGION

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: A02-02113E

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: VANCE VAN HALL
Address: RT 1 BOX 16
MARSING ID

208-896-4848

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 of	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	0.510		

7. Total Quantity Appropriated is:
0.510 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 of	Lot	Use	Acres
03N	04W	34	NE	NW	8	IRR	25.5

Section Acres 25.5

Total Acres 25.5

MICROFILMED

SEP 19 1996

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. A02-02113D. 08/03/94 SS.

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

AUG 05 1994

WATER RESOURCES
WESTERN REGION

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: A02-02113D (part) (F) ^(E)

[] Name and Address of Former Owner/Claimant(s)(Seller): Vance Van Hall

Rt 1 Box 16

[] New Owner/Claimant (Purchaser): Marsing ID 83639

Joe F. or Wilma E. Rinke

[] New Mailing Address: 1060 Overstreet Rd
Nyssa OR 97913

[] New Telephone Number: (503) 372-5766

[] 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:

5.321 acres of land covered by A02-02113D

[] Attach proof of ownership, describe proof attached: Warranty Deed Van Hall to Rinke

(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) Joe Rinke Date 8/2/94

Wilma Rinke

Date 8/2/94

[] 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: 08-03-94 By: D. Sherman

Further Action Needed: _____

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any: _____

MICROFILMED

SEP 19 1996

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

cc: former owner

WARRANTY DEED

*F. R.
W.R.*

FOR VALUE RECEIVED VANCE VAN HALL, a married man, as his sole and separate property

the Grantor, does hereby grant, bargain, sell and convey unto JOE F. RINKE and WILMA E. RINKE, husband and wife

the Grantees, whose address is 1060 OVERSTREET ROAD, NYSSA, OR 97913

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 he 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 1994 and subsequent years, covenants, conditions, restrictions and easements of record; and that he will warrant and defend the same from all lawful claims whatsoever.

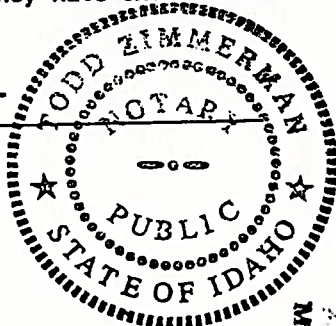
DATED: June 2, 1994

Vance Van Hall
VANCE VAN HALL

STATE OF IDAHO
COUNTY OF CANYON

On this 3rd day of JUNE, 1994, before me a notary public, personally appeared VANCE VAN HALL, 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.

T.M.
Notary Public
Residing at NAMPA, Idaho
My commission expires: 2-16-96



REQUEST OF
Barbara Jayo
DEPUTY
FEE 6.00

BARBARA JAYO
OWHIE COUNTY RECORDER
BY *Barbara Jayo*

94 JUN 7 AM 9 32

FILED-RECORDED

212968

PIONEER TITLE COMPANY
OF CANYON COUNTY

MICROFILMED

SEP 19 1996

423 SOUTH KIMBALL
CALDWELL, ID 83605

100 10TH AVE SOUTH
NAMPA, IDAHO 83651

A02-02113F

F. R.
W. R.
Van Helle

A portion of Government Lot 8 of Section 34, Township 3 North, Range 4 West, Boise Meridian, Owyhee County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of said Section 34; thence South $89^{\circ}37'06''$ east along the north boundary of said Section 34 a distance of 1322.61 feet; thence South $0^{\circ}13'20''$ East a distance of 331.13 feet; thence South $6^{\circ}59'25''$ East a distance of 774.50 feet to the TRUE POINT OF BEGINNING; thence North $60^{\circ}26'36''$ East a distance of 651.65 feet; thence North $84^{\circ}37'16''$ East a distance of 206.76 feet to a point on the mean high water line of the westerly bank of the Snake River; thence South $13^{\circ}37'54''$ East along the meander of said high water line a distance of 108.20 feet; thence South $84^{\circ}37'16''$ West a distance of 218.74 feet to a point on the westerly boundary of the parcel shown on the Record of Survey recorded as Instrument No. 202090, Records of Owyhee County; thence South $0^{\circ}39'34''$ East along said boundary a distance of 414.02 feet to the southwest corner of said parcel; thence South $89^{\circ}54'00''$ West a distance of 560.68 feet; thence North $6^{\circ}59'25''$ West a distance of 201.30 feet to the TRUE POINT OF BEGINNING.

This parcel includes use of and is subject to an ingress-egress and drainage easement described as follows: COMMENCING at the northwest corner of Section 34, T3N, R4W, B. M.; thence South $89^{\circ}37'06''$ East along the north boundary of said section 34 a distance of 1322.61 feet; thence South $0^{\circ}13'20''$ East a distance of 331.13 feet; thence South $89^{\circ}37'06''$ East parallel with said north boundary a distance of 103.02 feet to the TRUE POINT OF BEGINNING of said easement; thence South $0^{\circ}55'54''$ east a distance of 967.99 feet to a point on the north boundary of the easement shown in the document filed as Instrument No. 151317, Records of Owyhee County; thence North $89^{\circ}54'00''$ East (Record N. $89^{\circ}52'40''$ E.) along said boundary a distance of 35.00 feet; thence North $0^{\circ}55'54''$ West a distance of 967.99 feet; thence North $89^{\circ}37'06''$ West a distance of 35.00 feet to the TRUE POINT OF BEGINNING for said easement.

MICROFILMED

SEP 19 1996

A02-02113F

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

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

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	0.620		

7. Total Quantity Appropriated is:
0.620 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	12.8

MICROFILMED

SEP 19 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	30.8
					Total Acres	30.8

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
SEP 19 1996

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
SEP 19 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

MAY 26 1993

Department of Water Resources

DATE OF CLOSING: 4/26/93

LEGAL DESCRIPTION OF PROPERTY: Township 3N Range 4W
Section 34, 1/4 of 1/4 of 1/4, Govt. Lot 7, BM.
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 Hane
- ☐ 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 Hane Date 4/26/93
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: 5-19-94 By: kw

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

MICROFILMED

SEP 19 1996

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

96
the grantor, do hereby grant, bargain, sell and convey unto PETER BURNHAM AND FELICITAS Y. BURNHAM, husband and wife

the grantees, 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.

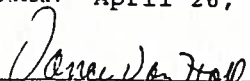
Reserving unto the Grantor, their heirs, successors, and assigns an easement and right of way for private and/or public utilities 10 feet in width adjacent to an existing 25 foot ingress-egress right of way on the easterly side thereof, including rights for irrigation and drainage purposes.

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

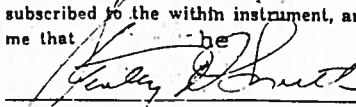
STATE OF IDAHO, COUNTY OF Owyhee

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 who se name subscribed to the within instrument, and acknowledged to me that he executed the same.

Residing at
Comm. Expires


Notary Public
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 _____ Deputy.
Fees \$ _____
Mail to: _____

MICROFILMED

SEP 19 1996

INSTRUMENT No.

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.

INDEXED
MICROFILMED

FILED
OCT 6 1996

REQUEST OF
CERTIFICATE

OWYHEE COUNTY RECORDER
BY *[Signature]*

93 MAY 4 PM 3 58

FILES-RECORDED

MICROFILMED
210224
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: A02-02113B
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
SEP 19 1996

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
SEP 19 1996



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: AC2-05113B, AC2-00055

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

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

☐ New Mailing Address: At 1, Box 16
MARSH, ID 83639

☐ New Telephone Number: () 96-4848

☐ 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 SPLIT 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 5-17-94 By: RTF

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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

MICROFILMED
SEP 19 1996

WARRANTY DEED

For Value Received DOLORES A. SHIELDS, a single person

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, Rt 1 Box 16 Mars, NC 28639
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.

208190
FILED - RECORDED
92 JUN 22 AM 9 32
BARBARA JAYO
OWYHEE COUNTY RECORDER
BY Deborah A. Shields
DEPUTY
REQUEST OF
O.C.T.
RE 6.10
INDEXED
MICROFILMED

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 Shields
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 _____ Deputy.
Fees \$ _____
Mail to: _____

MICROFILMED
SEP 19 1996

INSTRUMENT No.

EXHIBIT "A"

IN TOWNSHIP 3 NORTH, RANGE 4 WEST, B.M., OWYHEE COUNTY, IDAHO,
Section 34: That part of the 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 $\frac{1}{4}$ 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 $\frac{1}{4}$, 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 $\frac{1}{4}$; 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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.

RECORDED
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: A02-02113B
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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10. Place of Use: Continued

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

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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 _____

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CHANGE 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. [Signature]*

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
2735 Airport Way
Boise, ID 83705
(208) 334-2190

Southern Region Office
222 Shoshone St. East
Twin Falls ID 83301
(208) 734-3578

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

Eastern Region Office
150 Shoup Ave. #15
Idaho Falls ID 83402
(208) 525-7161

Northern Region Office
1910 Northwest Blvd. #210
Coeur d'Alene ID 83814
(208) 756-4639

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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: A02-02113B
Date Received: 11/17/1988
Receipt No: _____
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

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