

FEB-28-1997
0002

RIGHT NUMBER: 72-04009

NAME AND ADDRESS:
WILLIAM F WINKLE
834 CURLING LN
834 EURLING KANE
BOISE ID 83702

SOURCE: RAMEY CREEK
TRIBUTARY: YANKEE FORK

QUANTITY: 0.04 CFS
THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/01/1938
POINT OF DIVERSION: T12N R15E S33
SENWSM Within CUSTER County

PURPOSE AND PERIOD OF USE:
PURPOSE OF USE
DOMESTIC 1 HOME
DOMESTIC ONE DOMESTIC HOMESENDER 2
PERIOD OF USE
Irrigation Season
09/01 11/01
QUANTITY
0.04 CFS
0.04 CFS

PLACE OF USE:
DOMESTIC
T12N R15E S32
Within CUSTER County
DOMESTIC
T12N R19E S32
Within CUSTER County
NESE
WATER RASTER RASTER
NESE

CONSUMPTIVE USE: 3/0 AFY
OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL:
BASIS OF CLAIM - BENEFICIAL USE
STOCKWATER, 2 HORSES
PARCEL NO. 000580000060A

DIVERSION
VOLUME

~~3.80 AFA~~

CUSTER County

SE

Ac

76

Conditions of Approval:

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Objection Filed Date:

Comments: Date: 06/11/1993 User-ID: SMITH Subject: COPIED FROM REMARKS
DISSEMINATION OF INFORMATION IN CLAIM: SEE MEMO IN FILE 72-4007.

Audit:	06/11/93	SMITH	06/15/93	SMITH	03/30/95	POST-STD	01/14/97	D&S-DSHA
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2/24/97

Sw 2/4/97

COPY

1997 OCT 20 PM 2: 47

DISTRICT COURT-CRIM.
THIS FALLS CO., IDAHO

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

In Re SRBA

Case No. 39576

NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDINGS

SUB CASE NO. 72-04009

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐Yes ☒No

FROM: Claimant/Seller(s):

Name and Address of Claimant/Seller(s):

William F Winkle
834 Curling Ln
Boise ID 83702

Phone: 342-3631

TO: Claimant/Purchaser(s):

Name and Address of Claimant/Purchaser(s):

Leonard Winkle
PO Box 1116
Twin Falls ID 83303

Phone: 733-8393

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

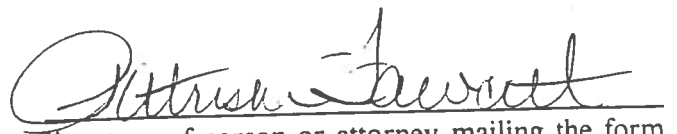
DATED: 10/28/97

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 10-30, 1997, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
William F Winkle
834 Curling Ln
Boise ID 83702
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Leonard Winkle
PO Box 1116
Twin Falls ID 83303
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

AJ5856NP

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

DATE: OCT-27-1997
PAGE: A-19

RIGHTS FROM: SOURCE: RAMEY CREEK TRIBUTARY: SALMON RIVER, YANKEE FORK

RIGHT NUMBER: 72-04009

NAME & ADDRESS: LEONARD WINKLE
PO BOX 1116
TWIN FALLS ID 83303

SOURCE: RAMEY CREEK TRIBUTARY: SALMON RIVER, YANKEE FORK

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/01/1938

POINT OF DIVERSION: T12N R15E S33 SENWSW Within CUSTER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	Irrigation Season	0.04 CFS

PLACE OF USE: DOMESTIC Within CUSTER County
T12N R15E S32 NESE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
STOCKWATER, 2 HORSES
PARCEL NO. 000580000060A



State of Idaho
DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

October 31, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

LEONARD WINKLE
PO BOX 1116
TWIN FALLS ID 83303

RE: SRBA Claim(s) 72-04009

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

A handwritten signature in cursive script that reads "Trish Fawcett". The signature is written in dark ink and is positioned above the printed name and title.

Trish Fawcett
Technical Records Specialist

/tf

cc: William F. Winkle

Water Right Number - 72-04009

Prefix Translation: WATER RIGHT

Old (D) Number -

*** C - CURRENT OWNER ***
WINKLE

LEONARD

1 - PO BOX 1116
2 -
3 -
City- TWIN FALLS
Phone - 208-733-8393

State- ID Zip- 83303

*** D - DIR RPT OWNER ***
WINKLE

WILLIAM F

1 - 834 CURLING LN
2 -
3 -
City- BOISE
Phone - 208-342-3631

State- ID Zip- 83702

Priority Date - - - +
06/01/1938

Region - - - +
17 SOUTHERN

Stage - - - +
J - BENEFICIAL USE

Status - - - +

Source - - - - +
RAMEY CREEK

Tributary - - - - +
SALMON RIVER, YANKEE FORK

Point of Diversion - - - - +

TwN Rng Sec Tract Lot RFlg County

12N 15E 33 SE NW SW (37) CUSTER

Code Description

Period From Period To

Water Use

Diversion Rate

Diversion Volume

76 - DOMESTIC

05/01 11/01

0.040

0.040

0.0

Div. Rate - - + - Total Div. Volume - +

0.040

+ - Total Consumptive Use - +

0.0

+ - KW Usage - +

TwN Rng Sec Tract Lot Acres Code Description

County

12N 15E 32 NE SE 76 DOMESTIC (37) CUSTER

Total Acres:

Diversion Means - DITCH

Non-Irrigation Use - 1 HOME

Other Rights for Same Use - NONE

Remarks - - - - +

EXP STOCKWATER, 2 HORSES
PARCEL NO. 000580000060A

“DO NOT FILM”

Water right number - 72-04009 Prefix Translation: WATER RIGHT

No Old Water Right Numbers Found
Old Water Right Numbers
Old Water Right Numbers
Conditions of Approval
THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Decree Plaintiff Decree Defendant Decree Date
00/00/0000

Date: 06/11/1993 User Id: SMITH Subject: COPIED FROM REMARKS
P/U GIVEN INCORRECTLY IN CLAIM; SEE MEMO IN FILE 72-4007.
Date: 10/02/1997 User Id: TFAWCETT Subject: OWNERSHIP CHANGE
OWNERSHIP CHANGED WILLIAM WINKLE TO LEONARD WINKLE PER QUITCLAIM DEED.

Audit Fields
10/02/97 TFAWCETT

Adjudication Rights Dates and Flags Area
Civil Case Number 39576
Old Case Number
Old Judicial District
Temporary Right P
Water District
Federal/State Indicator S
Presumption Flag
Notice of Error Flag
Field Inspection Made 00/00/0000
Field Inspection Flag
Verified Date 00/00/0000
Last Amended Date 00/00/0000
Receipt Number C004758
POU Ownership Flag Y
Name Connector
Court Report Filing 04/30/1997
Objection Filed Date 00/00/0000
Response Filed Date 00/00/0000
Claim Received Date 12/27/1988

DO NOT FILM

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

NCAP
obj
RECEIVED
OCT 01 1997
Department of Water Resources
Southern Region

1. Water Right No(s).: _____
Adjudication Claim No(s).: A72-04009

2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant: WILLIAM F WINKLE
834 CURLING LN BASE 83702

4. New Owner/Claimant(s): LEONARD WINKLE
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address: PO BOX 1116
 City, State and ZIP Code: TWIN FALLS ID 83303
 New Telephone Number: (208) 733-8393

5. Date you acquired the property: Nov 1994

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s): Leonard Winkle

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER:	72-04009		
NAME AND ADDRESS:	WILLIAM F WINKLE 834 CURLING LN BOISE ID 83702		
SOURCE:	RAMEY CREEK	TRIBUTARY: SALMON RIVER, YANKEE FORK	
QUANTITY:	0.04 CFS		
	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.		
PRIORITY-DATE:	06/01/1938		
POINT OF DIVERSION	T12N R15E S33	SENWSW	Within CUSTER County
PURPOSE AND PERIOD OF USE:	PURPOSE OF USE DOMESTIC 1 HOME	PERIOD OF USE Irrigation Season	QUANTITY 0.04 CFS
PLACE OF USE:	DOMESTIC T12N R15E S32	Within CUSTER County NESE	
OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.		
EXPLANATORY MATERIAL:	BASIS OF CLAIM - BENEFICIAL USE STOCKWATER, 2 HORSES PARCEL NO. 000580000060A		

THIS DEED OF TRUST, Made this 17th day of November, 1994

BETWEEN

Leonard A. Winkle, a married person dealing with his separate property herein called GRANTOR, whose address is 556 Bolton St., Twin Falls, Idaho 83303

Custer County Title Company herein called TRUSTEE, and William F. Winkle and Katherine Dolores Winkle, husband & wife, herein called BENEFICIARY, 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 Custer State of Idaho, described as follows and containing not more than twenty acres:

SEE ATTACHED EXHIBIT A

Brues L. Thomas

1:00 P.M.

12-23-1994

Babara C. Brudlow
900

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 Thirty Thousand and no/100----- Dollars, (\$ 30,000.00),

final payment due 31 May, 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 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 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 present on of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect 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 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 person or persons legally entitled thereto.

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 hereinbefore set forth.

James H. Snyder

STATE OF IDAHO, COUNTY OF

On this 14 day of December, 1994, before me, a Notary Public in and for said State, personally appeared

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

James H. Snyder
Notary Public,
Residing at Lewiston Falls Idaho.

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 Mortgages at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees: \$ _____
Mail to: _____

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

19____

Dated

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

Idaho.
Trustee:

To

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.

EXHIBIT A

Lot No. 6, Ramey Creek Subdivision in the Yankee Fork Mining District in unsurveyed Section 32, T. 12 N., R. 15 E., B.M., Custer County, Idaho, as shown by the official Subdivision Plat thereof recorded July 18, 1978 in Book 2 of Plats, page 28, instrument no. 147079, records of Custer County, Idaho.

SUBJECT TO the Sanitary Regulations and Recommendations attached to said Subdivision Plat;

SUBJECT TO land use restrictions and reservations imposed by any governmental unit, reservations in patents or grants or the laws authorizing issuance thereof, and easements of sight and record.

QUITCLAIM DEED

WHEREAS, Leonard A. Winkle, William F. Winkle and Glen Winkle owned as joint tenants with right of survivorship and not as tenants-in-common and not as community property, the real property hereinafter described "the Subject Property", pursuant to a Quitclaim Deed recorded in the Office of the Custer County Recorder on August 22, 1980;

WHEREAS, Glen Winkle died on 7 March, 1994, and his interest passed to Leonard A. Winkle and William F. Winkle upon his death, as surviving joint tenants;

WHEREAS, Leonard A. Winkle and William F. Winkle each own an undivided one-half interest as joint tenants with right of survivorship in the Subject Property;

WHEREAS, the parties hereto desire and intend to convert their ownership of the Subject Property from joint tenants with right of survivorship, to the tenants in common.

NOW, THEREFORE, Leonard A. Winkle and William F. Winkle, Grantor, hereby remise, releases and forever quitclaim to Leonard A. Winkle and William F. Winkle, as tenants-in-common, each holding an undivided one-half interest in the Subject Property, Grantee, whose address is 834 Curling Ln., Boise, Idaho 83702, for the sum of Ten Dollars and other valuable and good consideration, receipt of which is hereby acknowledged, the Subject Property located in Custer County, Idaho, and more particularly described as follows.

Lot No. 6, Ramey Creek Subdivision in the Yankee Fork Mining District in unsurveyed Section 32, T. 12 N., R. 15 E., B.M., Custer County, Idaho, as shown by the official Subdivision Plat thereof recorded July 18, 1978 in Book 2 of Plats, page 28, instrument no. 147079, records of Custer County, Idaho.

SUBJECT TO the Sanitary Regulations and Recommendations attached to said Subdivision Plat;

SUBJECT TO land use restrictions and reservations imposed by any governmental unit, reservations in patents or grants or the laws authorizing issuance thereof, and easements of sight and record.

This conveyance shall include any and all appurtenances, tenements, hereditaments, revisions, remainders, easements, rights-of-way, mineral rights or water rights, in any way appertaining to the Subject Property, now owned or hereafter acquired.

IN WITNESS WHEREOF, the Grantors have executed this instrument effective _____, 1994.

William F. Winkle

James Winkle

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 11 day of October, 1994, before the undersigned, a Notary Public, personally appeared WILLIAM F. WINKLE, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Stanley Mavis

Notary Public for Idaho
Residing at Boise

My commission expires: 6-4-99

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 1994, before the undersigned, a Notary Public, personally appeared LEONARD A. WINKLE, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Theresa Snyder

Notary Public for Idaho
Residing at *Twain Falls*
My commission expires: _____

0207995

Custer County Reg. of

Bruce L. Thomas

QUITCLAIM DEED
AND
FIRST RIGHT OF REFUSAL

Time 1:00 P.M.

12-23-94

Charles M. Buechler

Paulina C. Buechler

9:00

Barney

WHEREAS, Leonard A. Winkle and William F. Winkle each own an undivided one-half interest as tenants-in-common in the real property hereinafter described ("the Subject Property");

WHEREAS, William F. Winkle desires to convey his one-half interest in the Subject Property to Leonard A. Winkle.

NOW, THEREFORE, William F. Winkle and Katherine Dolores Winkle, husband and wife, Grantor, hereby remise, release and forever quit claim to Leonard A. Winkle, a married person dealing with his separate property, Grantee, whose address is _____

✓ P.O. Box 1116, 656 Bolton St Twin Falls ID 83302

for the sum of Ten Dollars and no/100 (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, their interest in the Subject Property located in Custer County, Idaho, and more particularly described as follows:

Lot No. 6, Ramey Creek Subdivision in the Yankee Fork Mining District in unsurveyed Section 32, T. 12 N., R. 15 E., B.M., Custer County, Idaho, as shown by the official Subdivision Plat thereof recorded July 18, 1978 in Book 2 of Plats, page 28, instrument no. 147079, records of Custer County, Idaho.

SUBJECT TO the Sanitary Regulations and Recommendations attached to said Subdivision Plat;

SUBJECT TO land use restrictions and reservations imposed by any governmental unit, reservations in patents or grants or the laws authorizing issuance thereof, and easements of sight and record.

This conveyance shall include any and all appurtenances, tenements, hereditaments, revisions, remainders, easements, rights-of-way, mineral rights, or water rights, in any way appertaining to the Subject Property, now owned or hereafter acquired.

By acceptance of this Deed, the Grantee, Leonard A. Winkle, hereby agrees as follows:

QUITCLAIM DEED AND
FIRST RIGHT OF REFUSAL - 1

Leonard A. Winkle, his devisees or heirs, shall not sell, convey or otherwise transfer any interest in the Subject Property, without first offering it to William F. Winkle, upon the same terms and conditions as the Grantee proposes to sell or convey the property to a third party.

Leonard A. Winkle, his heirs or devisees, shall give notice in writing to William F. Winkle of any offer. This notice shall include a copy of the written offer to purchase by the third party, setting forth all terms and conditions of the proposed sale. William F. Winkle may purchase the property upon the same terms and conditions by giving written notice of his election to purchase within thirty (30) days after receipt of the notice. If William F. Winkle does not give written notice of his acceptance within the thirty day period, then Leonard A. Winkle, his heirs or devisees may sell or convey the Subject Property to the third party in accordance with the terms and conditions of the offer.

This right of first refusal shall terminate upon the death of William F. Winkle, or upon the conveyance of all their interest in the Subject Property by Leonard A. Winkle, his devisees or heirs.

IN WITNESS WHEREOF, the Grantor has executed this instrument effective 17 Nov, 1994.

W F Winkle
William F. Winkle

Katherine Dolores Winkle
Katherine Dolores Winkle

CERTIFICATE OF ACKNOWLEDGMENT

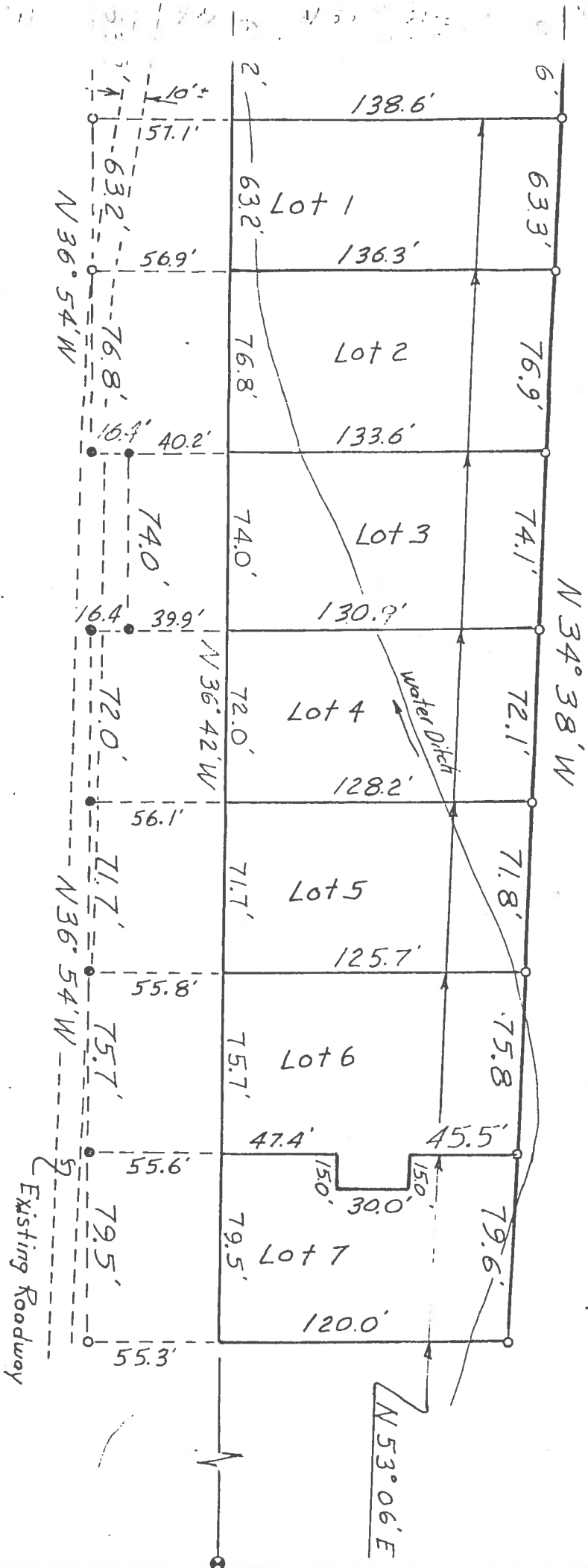
STATE OF IDAHO)
) ss.
County of Ada)

On this 17 day of October, 1994, before the undersigned, a Notary Public, personally appeared William F. Winkle and Katherine Dolores Winkle, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Shirley M. Mans
Notary Public for Idaho
Residing at Boise
My commission expires: 6-4-99

QUITCLAIM DEED AND
FIRST RIGHT OF REFUSAL - 3



Developers

Barton & Worthing
Alan J. Worthing



6/9/94

COMMUNICATION DOCUMENTATION

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

IDWR Employee/Agent Kelly K Christensen

CUSTOMER:
LEONARD WINKLE

DATE: October 1, 1997 2:30 pm

SUBJECT: CHANGE OF OWNERSHIP FOR A72-04009
phone () walk-in(X)

He brought in quit claim deeds, plat maps, and other paperwork identifying him as the sole owner of the property. The former owner was his brother. I reviewed the paperwork and all appears in order. I made copies of the paperwork for him. Packet ready for data entry.

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: A72-04009
Date Received: 10/19/1988
Receipt No: C004758
Received By: JP entered

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM F. WINKLE
Address: 834 CURLING LANE
BOISE, ID 83702
208-342-3631
2. Date of Priority: JUN 01, 1938
3. Source: RAMEY CREEK
Trib. to: YANKEE FORK
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
12N	15E	33	NW	SW			CUSTER
5. Description of diverting works:
DITCH
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	05/01	11/01	0.040		
7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 3.0 Acre Feet Per Annum.
9. Non-irrigation uses:
ONE DOMESTIC HOUSEHOLD, 2 HORSES
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12N	15E	32	NE	SE		DOMEST	
11. Place of use in counties: CUSTER

A72-04009

Page 1

Date: 01/16/89

MICROFILMED
MAR 19 1993

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

13. Other Water Rights Used:
NONE

14. Remarks:
P/U GIVEN INCORRECTLY IN CLAIM; SEE MEMO IN FILE 72-4007.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

A72-04009

Date Received

10-19-88

Receipt Number

C004758

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

RECEIVED

OCT 19 1988

Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) William F. WINKLE Phone (208) 342-3631Mailing Address 834 Curling Lane Boise Idaho Zip 837022. Date of Priority (Only one (1) per claim) June 1, 19383. Source of water supply (a) Ramey Creek - Yankee Fork
which is tributary to (b) Salmon River4. a. Location of existing point of diversion is: Township 12N Range 15 Section 32,
unsurveyed 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of Custer

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township T12N Range 15E Section 32, _____ 1/4 of _____ 1/4 of _____ 1/4,Govt. Lot _____ B.M., County of unsurveyed - Custer Countyending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Ditch From Ramey Creek

MICROFILMED

MAR 19 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet) less than

For House purposes from May 1 to Nov 1 amount _____ or UNKNOWN - 1 Acre for Domestic use

For Yard water purposes from May 1 to Nov 1 amount _____ or 1 Acre foot

For both less than 13,000 gal/day purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) _____ (cfs) and/or (b) 1 (one) (acre feet)

8. Total consumptive use claimed is less than 1 acre ft. acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) - 1 house - 2 horses

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
12N	RISE	32																	1 Acre

Total number of acres irrigated one

11. In which county (ies) are lands listed above as place of use located? Ouster

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (X)

14. Remarks: This water has been used at this location for Domestic, Irrigation & livestock water since 1938 & By me since 1955 - & have claimed the water in the past the latest is our claim # 72-4009- Dept of Water Adm. dated June 21, 1972 - using less than 13,000 gal/per/day

Last Name Winkle Ident No. 72-4009

MICROFILMED
Copies: White-State, Yellow-Claimant
MAR 19 1993

Scale: 2 inches equals 1 mile

Winkle

72-0400?

MICROFILMED
Copies: White-State, Yellow-Claimant
MAR 19 1993

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

Signature of Claimant (s) Wm F Winkle Date 18 Oct 88

Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____

of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 18th day of October 19 88

SEAL

Notary Public Starlene Maus

Residing at Boise Idaho

My Commission Expires June 4, 1993

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Winkle Ident. Number 72-04009

MICROFILMED
Copies White-State, Yellow-Claimant
MAR 19 1993

WATER RIGHT CLAIMS PROOF READING REPORT

Old (D) Number -

1
2
3
4
5
6
7
8
9

11 - 2818 SELKIRK CT.

LEONARD

1 - 2818 SELKIRK CT.

GLEN

1

	Status
+ - -	-
+ - -	-

1
2
3
4
5
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7
8

1
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0.2

----- Diversion Rate ----- Diversion Volume -----

0.040

sage - +

County

(37) CUSTER

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use - D/8 HOMES.

1 - - Other Rights for Same Use -

MICROFILMED
MAR 19 1993

Water right number - 72-04009

	Remarks
P/U GIVEN INCORRECTLY IN CLAIM; SEE MEMO IN FILE 72-4007.	

- - Conditions of Approval - -
No Conditions of Approval found.

	+ + - -	- - + +	
Decree Plaintiff	- - +		
Decree Defendant		+ + - -	- - +

+ - - Microfilm Rolls -

	Audit Fields -	05/06/85	05/28/88	CONVERT
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[illegible]

Proof Due Date	-	00/00/0000	Field Exam Made	-	00/00/0000	Field Exam Fee	-
Approved/Denied	-	00/00/0000	Protected Date	-	00/00/0000	Swan Falls	-
Proof Made Date	-	00/00/0000	Hearing Date	-	00/00/0000	Temporary Right	-
Start Work Date	-	00/00/0000	Verified Date	-	05/06/1985	DLE/Carey Act	-
Order Show Cause	-	00/00/0000	Receipt Number	-	-	Water District	-
Licensed Date	-	00/00/0000	Appl Received	-	00/00/0000	Transfer/Amended	-
Leicre Date	-	00/00/0000					

MICROFILMED
MAR 19 1993

0/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Winkle CLAIM IDENT. NO. A72-04009

DATE RECEIVED 10-19-88 CK # 416 AMOUNT \$ 25

1. Is the name and address complete with zip code? ☒ YES ☐ NO
2. Is a priority date entered? ☒ YES ☐ NO

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?
A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS. ☒ YES ☐ NO

3. (a) Is a source entered? ☒ YES ☐ NO
- (b) Is a tributary to entered? (if required) ☐ YES ☒ N/A

4. Is the legal description of the p.d. sufficient? ☒ YES ☐ NO

5. Is there a description of the diverting works? ☒ YES ☐ NO

6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☒ YES ☐ NO

Is the period of use included? ☒ YES ☐ NO

Is a quantity claimed for each use? ☒ YES ☐ NO Storage

7. Is a total quantity claimed entered? ☒ YES ☐ NO

8. If required is a consumptive use entered? ☐ YES ☒ N/A

Is the consumptive use correct? ☐ YES ☒ N/A

9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. ☒ YES ☐ NO

10. Is (are) the place(s) of use and purpose(s) indicated? ☒ YES ☐ NO

11. Is (are) the county(ies) entered? ☒ YES ☐ NO

12. Is the ownership of p.u. checked? ☒ YES ☐ NO

13. Are other water rights listed or "none" indicated? ☒ YES ☐ NO

14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☒ YES ☐ NO

15. Is the basis of the claim indicated? ☒ YES ☐ NO

16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?) ☒ YES ☐ NO

Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO

Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO

Is the fee enclosed correct? ☒ YES ☐ Exempt

If this claim is based on an existing water right, has the identification number been entered? ☐ YES ☒ N/A

Should this claim be receipted and data entered? ☒ YES ☐ NO

Claim checked by: CA

Comments: _____

MICROFILMED
MAR 19 1993

WATER RIGHT NUMBER - A72-04009

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

*** C - CURRENT OWNER ***

WINKLE

WILLIAM F.

1 - 834 CURLING LANE

2 -

3 -

CITY- BOISE

PHONE - 208-342-3631

STATE- ID ZIP- 83702

+ - - - PRIORITY DATE - - +

06/01/1938

+ - - - REGION - - - +

17 SOUTHERN

+ - - - STAGE - - - +

S - STATUTORY CLAIM

+ - - - SOURCE - - - - +

RAMEY CREEK

+ - - - TRIBUTARY - - - - +

YANKEE FORK

+ - - - POINT OF DIVERSION - - - - +

TWN RNG SEC TRACT LOT RFLG COUNTY

STREAM INDEX (BLANK IF NO INDEX CODE)

12N 15E 33 NW SW

(37) CUSTER

+ - - - DESCRIPTION

CODE

43 - DOMESTIC

PERIOD FROM PERIOD TO

05/01 11/01

0.040

0.040

DIVERSION RATE

DIVERSION VOLUME

+ - - - TOTAL DIV. RATE - +

0.040

+ - - - TOTAL DIV. VOLUME - +

+ - - - TOTAL CONSUMPTIVE USE - +

3.0

+ - - - KW USAGE - +

+ - - - TWN RNG SEC TRACT LOT ACRES

12N 15E 32 NE SE

43 DOMESTIC

DESCRIPTION

COUNTY

(37) CUSTER

+ - - - DIVERSION MEANS - DITCH

+ - - - NON-IRRIGATION USE - ONE DOMESTIC HOUSEHOLD, 2 HORSES

+ - - - OTHER RIGHTS FOR SAME USE - NONE

+ - - - REMARKS - - - - +

P/U GIVEN INCORRECTLY IN CLAIM; SEE MEMO IN FILE 72-4007.

+ - - - OLD WATER RIGHT NUMBERS - - - - +

NO OLD WATER RIGHT NUMBERS FOUND.

+ - - - CONDITIONS OF APPROVAL - - - - +

NO CONDITIONS OF APPROVAL FOUND.

+ - - - DECREE PLAINTIFF - - - +

+ - - - DECREE DEFENDANT - - - +

+ - - - AUDIT FIELDS - 01/16/89 GIBSON

MICROFILMED

DECREE DATE

00 NOV 02 1994

PREFIX TRANSLATION: ADJUDICATION CLAIM

[illegible]

CIVIL CASE NUMBER	-	39576
OLD CASE NUMBER	-	
OLD JUDICIAL DISTRICT	-	
TEMPORARY RIGHT	-	P
WATER DISTRICT	-	
FEDERAL/STATE INDICATOR	-	S
PRESUMPTION FLAG	-	
NOTICE OF ERROR FLAG	-	

VERIFIED
AUG 07 1992

"Verified By"
 Topo Map/Ortho-PQ
 ASCS Map
 Watermaster Record
 NAPP Photos
 Field Exam
 Other (See Remarks)
 County Records
 Witness Statement
 Project Records
 IDWR Records

RECEIVED
10-11-93

CHECKED