

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 63-32588
Date Received: 9/7/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BUCKSKIN SUBDIVISION HOMEOWNERS ASSOCIATION Phone: (208) 938-9331
3300 N SADDLEMAN PL
EAGLE ID USA 83616

2. Date of Priority: 07/31/1905

3. Source: DRY CREEK Trib. to: BOISE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05N	01E	34	SW NE SE	ADA	
05N	01E	34	SE SE SW	ADA	

5. Description of diverting works:

SMALL DIV.W/PUMP, PIPELINE, & SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.7	

7. Total Quantity Appropriated is:
0.7 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05N	01E	34	SE	SW	IRRIGATION	35
					Section Acres	35
					Total Acres	35

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT IS BEING CLAIMED IN LIEU OF LICENSE 63-2284, COPY OF WHICH IS ATTACHED. THE PRIORITY DATE FOR THE CLAIM IS BASED UPON THE INFORMATION CONTAINED IN THE COURT DOCUMENTS, COPIES OF WHICH ARE ATTACHED, REGARDING A RIGHT FROM DRY CREEK WHICH PRE- CEDED THE PRIORITY OF THE LICENSE. CLAIMANT IS OBTAINING A COPY OF THE RIGHT FROM THE COURTHOUSE, FROM BOOK 1, PAGE 178 OF WATER RIGHTS, WHEN AND IF AVAILABLE.

This right is a split from former right 63-18591 .

15. Basis of Claim: Beneficial Use

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A63-02963	- well	—			—
#63-2284	→ Dry Creek	—			—
#63-18591		—			—
		—			—
		—			—

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s)

ROBERT J. And Elsie V. Hanson

4. New Owner/Claimant(s)

SEE ATTACHED - 15 - lots.

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

City, State and ZIP Code

New Telephone Number

Eagle, IDAHO - 83616

938-9331

5. Date you acquired the property

1989

Del Burke

President of

Buckskin Homeowners Assn.

3300 N Saddleman Pl

Eagle 83616

Buckskin Homeowners Association Members

Current as of ~~March 7, 2005~~

Sept 10, 2006

<i>Wendy Deal</i>	<i>Buckskin</i>	
✓	✓	Lot 2: Del & Ann Burke 3300 N. Saddleman Pl. 938-9331
✓	✓	Lot 3: Don & Claudia Gearhardt 3380 N. Saddleman Pl. 939-8030
✓	✓	Lot 4: Butch Grouthuis 3490 N. Saddleman Pl. 938-1613
✓	✓	Lot 5: Colin & Pat Miller 2323 E. Buckskin Ct. 939-0282
✓	✓	Lot 6: John & Janet Franden 2300 E. Buckskin Ct. 938-1413
✓	✓	Lot 7: Dennis & Connie Young 3650 N. Saddleman Pl.
✓	✓	Lot 8: Mac & Rae McDonald 3800 N. Saddleman Pl. 939-4094
	✓	Lot 9: Steve Geoffrion 3900 N. Saddleman Pl. 939-0943
✓	✓	Lot 10: George Keyes 3898 N. Saddleman Pl. 938-0574
✓	✓	Lot 11: Chuck & Marietta Thompson 3885 N. Saddleman Pl. 938-2024
✓	✓	Lot 12: Ross & Suzanne Ely 3795 N. Saddleman Pl. 938-9528
✓	✓	Lot 13: Steve Dick & Kathy Pennisi-Dick 3675 N. Saddleman Pl. 939-7774
✓	✓	Lot 14: Courtney & Stephanie Nielson 3455 N. Saddleman Pl. 939-1978
✓	✓	Lot 15: Tom Goodwin 2476 E. Colwyn Ct

Buckskin Subdivision

Lot # 1

Gary and Dee Davis
2452 E. Beacon Light Rd. 83616
208-938-6189

Transferred from:

Robert J. and Elsie V. Hanson
2452 E. Beacon Light Rd. 83616

Robert J. Hanson's Current Address is:

4151 N. Hartley Rd.
Eagle, Idaho 83616
208-286-7596

Also at Pionneerville
208-392-4507

63-2284 - rt ~~does not~~ exist, no claim

no rts under (Lots 8, 9, 10, 11, 12)
63-2963, 18591

FOU 63-2963, 18591

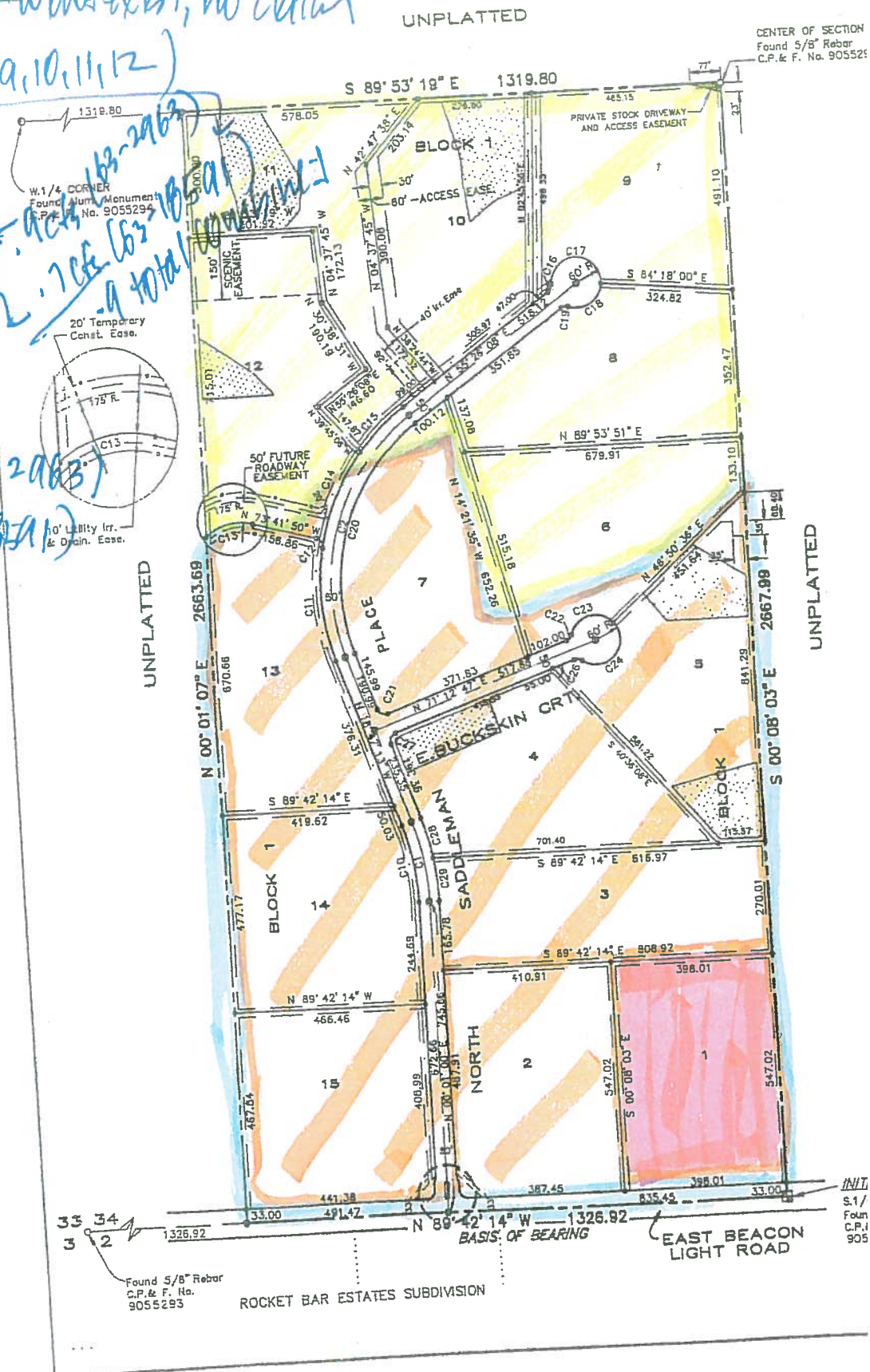
rts split to sub?

retained by owner
of Hanson lot?

.1 cfs for 5 ac. (63-2963)

.1 cfs " " (63-18591)

.1 total combined



#2

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
TIFFINI LINDSEY

lot 2

_____[Space Above This Line For Recording Data]_____

BURKE
[Escrow/Closing #]

00003133176206003
[Doc ID #]

DEED OF TRUST

MIN 1000157-0002714405-0

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 30, 2003, together with all Riders to this document.

(B) "Borrower" is

DELMER R. BURKE, AND ANNE L STEPHENS BURKE, HUSBAND AND WIFE *ASB*

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

P.O. Box 10219, Van Nuys, CA 91410-0219

(D) "Trustee" is

PIONEER TITLE CO.

5680 E. FRANKLIN, NAMPA, NAMPA, ID 83686

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JUNE 30, 2003. The Note states that Borrower owes Lender

TWO HUNDRED NINETY ONE THOUSAND FIVE HUNDRED and 00/100

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11



6A(ID) (0005)

CHL (08/00)(d)

VMP MORTGAGE FORMS - (800)521-7291

CON/VVA

Initials: *VB AS*

Form 3013 1/01

LOT 2 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF
FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY,
IDAHO.

Parcel ID Number: R1141740020

which currently has the address of

3300 NORTH SADDLE MAN PLACE, EAGLE

[Street/City]

Idaho 83616 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal

#2

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 21st day of August, 2006.

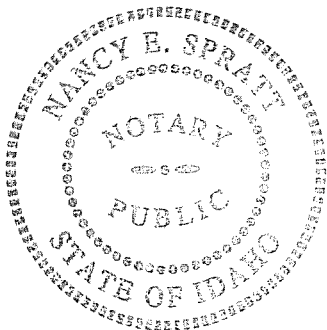
Delmer R. Burke

Ann Stephens Burke

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 21st day of August, 2006, before the undersigned notary public in and for the said state, personally appeared Delmer R Burke and Ann Stephens Burke known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Nancy E. Spratt
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 3/20/2010



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street • Boise, Idaho 83702
(208) 336-6700

888 North Cole Road • Boise, Idaho 83704
(208) 377-2700

9101606

PIONEER TITLE CO.

ADA CO. CLERK FOR

J. DAVE HAVARIL

RECORDED

6

[Signature]
300

'91 JUN 13 PM 3 30

P-106289 DB/SO

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED ROBERT J. HANSON and ELSIE V. HANSON, Husband and Wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto DONALD G. GERHARDT and CLAUDIA J. GERHARDT, Husband and Wife

GRANTEE(S), whose current address is: 3968 N. SUNTREE WAY, BOISE, ID 83706
the following described real property in Ada

County, State of Idaho,

more particularly described as follows, to wit:

LOT 3 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 31, 1991

[Signature]
Robert J. Hanson

[Signature]
Elsie V. Hanson

23

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

Donald McIntosh

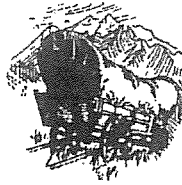
Claudia F. Gerhard

COUNTY OF ADA)

On this 14th day of August, 1997, before the undersigned notary public in and for the said state, personally appeared Donald Gerhardt Claudia Gerhardt known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.



Notary Public for Idaho
Residing at: Bank of America
My Commission Expires: 9/11/11



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

8151 W. Rifleman Ave. / Boise, Idaho 83704 / (208) 377-2700

May 7, 2004

Marlon D. Groothius and Judy L. Groothius
3490 N. Saddleman Place
Eagle, Idaho 83616

Re: Escrow No.: 244408
Seller: e Ranch Land Stewardship & Cattle Company, LLC a Delaware Limited Liability Company
Buyer: Marlon D. Groothius and Judy L. Groothius, Husband and wife
Property: 3490 N. Saddleman Pl.
Eagle, Idaho 83616

The closing of your purchase of the above-noted property has now been completed. Enclosed for your records are your original Warranty Deed and Title Insurance Policy.

We appreciate having had this opportunity to be of service to you. If you have questions or if we can help you again, please feel free to contact us.

Sincerely,

PIONEER TITLE COMPANY OF ADA COUNTY

Sharon Wilson
Escrow Officer

Enclosures

:smw

244408
SW/JB



A Pioneer Company
PIONEER TITLE COMPANY
OF ADA COUNTY
8151 W. Rifleman Ave. / Boise, Idaho 83704
(208) 377-2700

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/10/04 04:11 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer
AMOUNT 6.00

2



WARRANTY DEED

For Value Received Kane Ranch Land Stewardship & Cattle Company, LLC a Delaware
Limited Liability Company

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Marlon D. Grootius and judy L. Grootius, Husband and wife

hereinafter referred to as Grantee, whose current address is 3490 N. Saddleman Place, Eagle,, Idaho 83616
the following described premises, to-wit:

Lot 4 in Block 1 of Buckskin Subdivision according to the plat thereof filed in Book 58 of Plats at
pages 5484 and 5485, records of Ada County, Idaho.

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 Grantor
is the owner in fee simple of said premises; that said premises are free from all encumbrances except current
years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record,
and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims
whatsoever.

Dated: May 7, 2004

Kane Ranch Land Stewardship and Cattle Company

ACKNOWLEDGEMENT - Limited Liability Company

STATE OF _____, County of _____, ss.

On this _____ day of _____, in the year of _____, before me _____,
a notary public, personally appeared _____,
known or identified to be _____ of the member(s)/manager(s) in a limited liability company, of

_____ and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and
acknowledged to me that _____ he _____ executed the same in said limited liability company name.

Notary Public: _____
Residing at: _____
My commission expires: _____

NOTARY PUBLIC USE ACKNOWLEDGEMENT

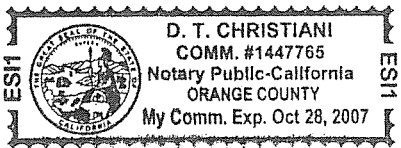
State of California

County of Orange

On May 7, 2004 before me, D.T. Christiani, Notary Public

personally appeared Nicole Forgues Name and Title of Officer (e.g., "Jane Doe, Notary Public")

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

D.T. Christiani
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed

Document Date: May 7, 2004 Number of Pages: 1

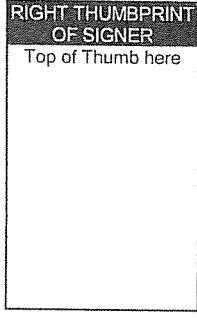
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nicole Forgues

- ☐ Individual
- ☐ Corporate Officer
- ☐ Titles(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: LLC

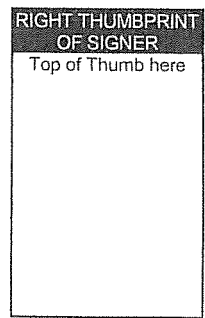
Signer Is Representing: Kane Ranch LLC



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- ☐ Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



Agent #	State	Cty.	Prop.	Tran	Reissue Amt.	Re. Tran	Simultaneous Issue #
A11006	11	001	1	010			
Code	Amt.	Code	Amt.	Code	Amt.	Code	Amt.
05100		05100		05100		05100	

Old Republic National Title Insurance Company

OWNER'S POLICY

SCHEDULE A

<u>File No.:</u>	<u>Policy No.:</u>	<u>Date of Policy:</u>	<u>Amt. of Insurance:</u>	<u>Premium Amt.</u>	<u>Total Amt.</u>
244408	SV3874730	May 10, 2004 at 4:11 PM	\$599,999.00	\$1,880.00	\$1,880.00

1. Name of Insured:
Marlon D. Groothius and Judy L. Groothius
2. The estate or interest in the land to as covered by the policy is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
Marlon D. Groothius and Judy L. Groothius, husband and wife
4. The land herein described is encumbered by the following mortgage or Trust Deed, and assignments:
NONE
5. The land referred to in this policy is described as follows:

Lot 4 in Block 1 of Buckskin Subdivision according to the plat thereof filed in Book 58 of Plats at pages 5484 and 5485, records of Ada County, Idaho.

This Policy is invalid unless the cover sheet and Schedule B are attached.

M.D. (Butch) & Judy

DATED this 16th day of August, 2006.

Judy L. Grothman



Notary Public for Idaho
Residing at: 108 E. Plaza St. Eagle, ID 83697
My Commission Expires: 8.20.2010

#5

Return To:
WELLS FARGO HOME
MORTGAGE, INC.
FINAL DOCUMENTS X4701-024
3601 MINNESOTA DRIVE
BLOOMINGTON, MN 55435-5284

Prepared By:
JASON Z. STOLL
WELLS FARGO HOME
MORTGAGE, INC.
PO BOX 1629
MINNEAPOLIS, MN 55402-1629

[Space Above This Line For Recording Data]

DEED OF TRUST

4415863TEM

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **DECEMBER 19, 2001** together with all Riders to this document.

(B) "Borrower" is

COLIN C. MILLER AND PATRICIA B. MILLER, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a **Corporation**

organized and existing under the laws of **THE STATE OF CALIFORNIA**

CCP ABM

EXHIBIT "A"

Lot 5 in Block 1 of BUCKSKIN SUBDIVISION, according to the Official Plat thereof, filed in Book 58 of Plats at Page 5484 and 5485, Official Records of Ada County, Idaho.

CCM/MBM

Lender's address is
P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PIONEER TITLE COMPANY OF ADA COUNTY

(E) "Note" means the promissory note signed by Borrower and dated **DECEMBER 19, 2001**.

The Note states that Borrower owes Lender **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100** Dollars

(U.S. \$**275,000.00**.....) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 1, 2017**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that

governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County
[Type of Recording Jurisdiction]

of

ADA
[Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

Parcel ID Number:

2323 E BUCKSKIN CT

EAGLE

("Property Address"):

which currently has the address of

[Street]

[City] , Idaho

83616

[Zip Code]

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

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

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

QUITCLAIM DEED

PATRICIA B & COLIN MILLER

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 12 day of SEPTEMBER, 2006.

Patricia B. Miller

Colin Miller

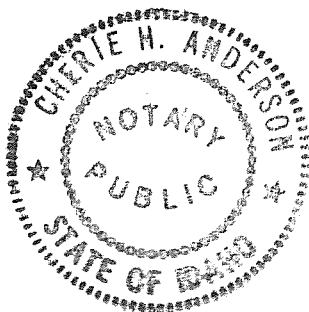
STATE OF IDAHO)

: ss.

COUNTY OF ADA)

On this 12th day of September, 2006, before the undersigned notary public in and for the said state, personally appeared Patricia B. Miller & Colin Miller, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Cherie H. Anderson
Notary Public for Idaho

Residing at: Meridian, Id

My Commission Expires: 8/5/09

EXHIBIT "A"

Lot 5 in Block 1 of BUCKSKIN SUBDIVISION, according to the Official Plat thereof, filed in Book 58 of Plats at Page 5484 and 5485, Official Records of Ada County, Idaho.

CCM/ABM

After Recording Return To:
HOMECOMINGS FINANCIAL NETWORK, INC.
ONE MERIDAN CROSSING, SUITE 100
MINNEAPOLIS, MINNESOTA 55423

Loan Number: 047-021623-5

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated AUGUST 2, 2006, together with all Riders to this document.

(B) "Borrower" is JOHN S FRANDEN AND JANET K FRANDEN, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is IDAHO BANKING COMPANY

Lender is a IDAHO CORPORATION

organized

and existing under the laws of IDAHO

Lender's address is 2965 E. TARPON DRIVE, SUITE 150, MERIDIAN, IDAHO 83642

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PIONEER TITLE & ESCROW
661 RIVERSHORE LANE, EAGLE, IDAHO 83642

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 1, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

LOT 6 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT
THEREOF FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS
OF ADA COUNTY, IDAHO.
A.P.N.: 270-R1141740060

which currently has the address of 2300 BUCKSKIN COURT
EAGLE, Idaho 83616 ("Property Address"):
[City] [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

QUITCLAIM DEED

FOR VALUE RECEIVED, John S. FRANDEN
JANET K. FRANDEN, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 8 day of August, 2006.

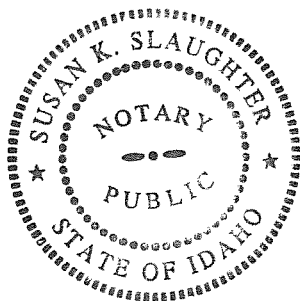
John S. Franden

Janet K. Franden

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 8th day of September, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared John S. Franden, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Susan K Slaughter
Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 4-8-2009

8

4

WARRANTY DEED

For Value Received

RAYMOND H. BRUBAKER, JR. AND PATRICIA L. BRUBAKER, HUSBAND
AND WIFE

The grantor, do hereby grant, bargain, sell and convey unto

GARNETT E. McDONALD AND RAE N. McDONALD, husband and wife

the grantee, whose current address is 3800 North Saddleman Place, Eagle, Idaho 83616

the following described premises, in ADA County Idaho, to-wit:

LOT 8, BLOCK 1, BUCKSKIN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

94066973

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID
BOISE TITLE & ESCROW

'94 JUL 14 PM 4 18

FEE 3.00
RECORDED AT THE REQUEST OF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee, that he the owner in fee simple of said premises; that they are free
from all incumbrances

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

Dated: MARCH 23, 1994

Raymond H. Brubaker, Jr.
RAYMOND H. BRUBAKER, JR.

Patricia L. Brubaker
PATRICIA L. BRUBAKER

STATE OF ~~IDAHO~~ ^{HAWAII} COUNTY OF ~~IDAHO~~ ^{MAUI}
On this _____ day of _____, 19____,
before me, a notary public in and for the said State, personally
appeared RAYMOND H. BRUBAKER, JR.
AND PATRICIA L. BRUBAKER,
HUSBAND AND WIFE

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

Cathryn Melling
CATHRYN MELLINGER, Notary Public
Residing at WAILEA, HAWAII
Comm. Expires 10/15/94

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:

INSTRUMENT NO.

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 18 day of August, 2006.

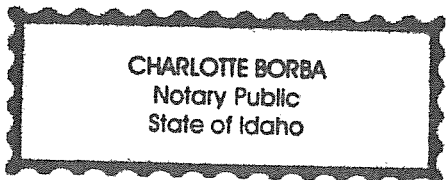
[Signature]

[Signature]

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 18 day of August, 2006, before the undersigned notary public in and for the said state, personally appeared Robert & Paulette McDonald, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



[Signature]
Notary Public for Idaho
Residing at: 150 W. State St. Eagle ID
My Commission Expires: 8-15-2011

Lot 9

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 1st day of December, 2006,

By first party, Grantor, Stephen Geoffrion

whose post office address is P. O. Box 13646, Des Moines, WA.

To second party, Grantee, BUCKSKIN HOMEOWNERS ASSOCIATION
Eagle, ID.

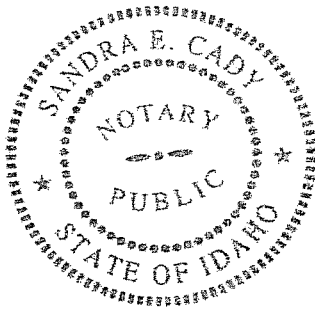
WITNESSETH, That the said first party does hereby quitclaim unto the said second party the right to distribute my one-fifteenth (1/15) water right interest through the subdivision water distribution system and well. Because my water right is appurtenant to my land, this is for distribution purposes only.

Stephen D. Geoffrion

STATE OF IDAHO)
) ss.
County of Blaine)

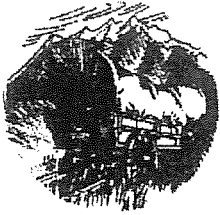
I do hereby certify, that on this 1st day of December, 2006, before me, a Notary Public in and for the State of Idaho, personally appeared Stephen Geoffrino, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

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



Notary Public
Residing at: Hailey ID.
My commission expires: 11-20-07

9326724



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702
(208) 336-6700

888 North Cole Road / Boise, Idaho 83704
(208) 377-2700

PIONEER TITLE CO.
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *K. Larn*
322

'93 APR 14 AM 9 15

P-119598 50/SG

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED *RICHARD S. FOENECK and SUSAN A. FOERSTEN, Husband and Wife*

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto *STEPHEN R. GREGG*
Unmarried Person

GRANTEE(S), whose current address is: *2727 Hillway Drive, Boise, ID*
the following described real property in *Ada* County, State of Idaho,
more particularly described as follows, to wit:

LOT 9 IN BLOCK 3 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED
IN BOOK 58 OF PLATS AT PAGES 5485 AND 5486, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises: that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

April 15, 1993
[Signature]

[Signature]

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED RICHARD A. FOERSTER and SUSAN A. FOERSTER, Husband and
Wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto STEPHEN R. GEFERION, an
Unmarried Person

GRANTEE(S), whose current address is: 2727 Railway Drive, Boise, ID
the following described real property in Ada
more particularly described as follows, to wit:

County, State of Idaho.

LOT 9 IN BLOCK 1 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED
IN BOOK 59 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated:

April 15, 1993

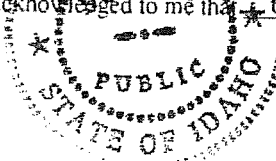
Richard B. Foerster

Susan A. Foerster

Susan A. Foerster

STATE OF IDAHO, County of Ada, ss.

On this 6th day of April, in the year of 1993, before me
Shariot Oien, a notary public,
personally appeared Richard B. Foerster and Susan A. Foerster
known or identified to me to be the person(s) whose name(s) are subscribed to the within
instrument, and acknowledged to me that they executed the same.



Notary Public:

Residing at: Caldwell, Idaho

My Commission Expires: 6-23-95

#10 The Grantees herein have read and approved the following: SM

Title File No.: T02-81596 CN

WARRANTY DEED

FOR VALUE RECEIVED

Donna Lee Mack, an unmarried person

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto: George W. Keyes, an unmarried man

GRANTEES(s), whose current address is: 3898 N. Saddleman Place, Eagle, Idaho 83616
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

Lot 10 in Block 1 of BUCKSKIN SUBDIVISION, according to the official plat
thereof, filed in Book 58 of Plats at Pages 5484 and 5485, records of Ada
County, Idaho.

TRANSACTION

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2002 MAR 29 PM 4:00

RECORDED - REQUEST OF
FEE 3.00 DEPUTY M. Page
102037180

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2002

Donna Lee Mack
Donna Lee Mack

102037180

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 7, 2002

Donna Lee Mack
Donna Lee Mack

STATE OF Idaho . County of Ada . ss
On this 29th day of March in the year of 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared
Donna Lee Mack

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

Signature: Christine A. Whittington

Name: Christine A. Whittington
Residing at: Boise
My commission expires: 08/15/02



Transnation Title & Escrow, Inc.

#10

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

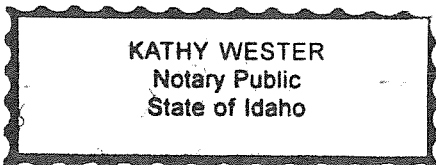
DATED this 23 day of August, 2006.

George Keyes

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 23 day of August, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared George Keyes, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Kathy Wester
Notary Public for Idaho
Residing at: Eagle
My Commission Expires: 11/22/07

#11

ASSIGNMENT AGREEMENT
FOR RELINQUISHED PROPERTY
1031-2050

THIS ASSIGNMENT is made and entered into as of June 5, 1998 by and between HOLMES LUNDT AND LESLIE LUNDT, (hereinafter referred to as "Assignor"), PIONEER 1031 COMPANY, an Idaho corporation (hereinafter "Assignee") and CHARLES C. THOMPSON AND MARIETTA THOMPSON, HUSBAND AND WIFE, (hereinafter "Consenting Party").

RECITALS:

WHEREAS, Assignor and Consenting Party have entered into that certain Sale Contract/Purchase Agreement dated May 22, 1998 (hereinafter "Purchase Agreement"), a copy of which is attached as Exhibit "A" wherein Assignor agreed to transfer that certain real property legally described as:

Lot 11 in Block 1 of Buckskin Subdivision according to the plat thereof filed in Book 58 of Plats at pages 5484 and 5485, Records of Ada County, Idaho.

commonly known as: Lot 11, Block 1, Buckskin Subdivision, Eagle, ID (hereinafter "Relinquished Property") to Consenting Party; and

WHEREAS, Assignor desires to effect a tax deferred exchange of the Relinquished Property for other property or properties of like kind pursuant to and in accordance with Section 1031 of the Internal Revenue Code, and the Treasury regulations promulgated thereunder; and

WHEREAS, Assignor wishes to be relieved of the obligation to so dispose of the Relinquished Property under the Purchase Agreement and substitute Assignee in place of Assignor under the Purchase Agreement to allow Assignee to complete the transfer of the Relinquished Property as part of an integrated, interdependent transaction between Assignor and Assignee.

NOW, THEREFORE, the parties mutually agree as follows:





First American Title Company of Idaho

211 WEST STATE STREET • BOISE, IDAHO 83702 • (AREA 208) 344-5888 • FAX 344-1495

SUPPLEMENTAL ESCROW INSTRUCTIONS

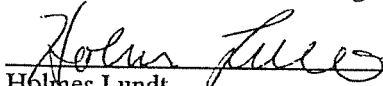
TO: FIRST AMERICAN TITLE COMPANY OF IDAHO, INC.
211 West State Street
Boise, ID 83702

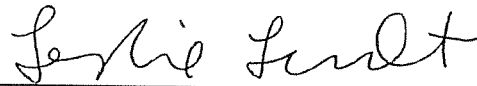
Re: FA-121209-PC

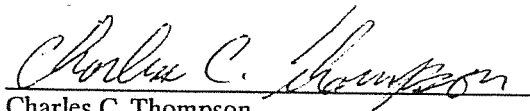
Our instructions to you in the above numbered escrow are hereby supplemented as follows:

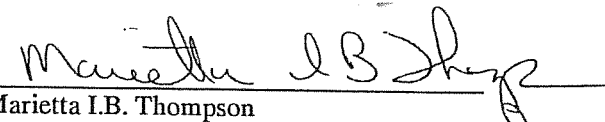
1. The parties hereto acknowledge that all the terms and conditions of the Commercial/Investment Real Estate Purchase and Sale Agreement dated 5/22/98, have been complied with to their full satisfaction.
2. It is the intention of the undersigned, to effect a tax-deferred exchange. The undersigned hereby acknowledges that he/she/they has/have independently selected their intermediary, accommodator, and/or facilitator to be used in this transaction, and First American Title Company of Idaho, Inc. has not participated in any way in the selection of said party. All funds received or proceeds paid with regard to the exchange are held by the parties intermediary. The undersigned further acknowledge(s) and confirm(s) that he/she/they has/have not relied upon any statement or representation made by First American Title Company of Idaho, Inc., its officers, principals or employees, regarding the legal or tax implications of this transaction. The undersigned further confirm(s) that he/she/they are relying solely on their own inquiry and information in entering into this transaction and confirm(s) that he/she/they has/have been advised to seek independent counsel of their own choosing from an attorney, accountant or other tax advisor with respect to the income tax and legal ramifications of this transaction.

The undersigned, jointly and severally, hold First American Title Company of Idaho, Inc. and its employees harmless and agree to indemnify them from any claim, expense, tax assessment or liability of any nature or kind or from any claim whatsoever, express or implied, whether in contract or tort, which may be asserted against First American Title Company of Idaho, Inc. now or in the future by any person, firm, corporation, government agency or taxing authority arising from this transaction, including any claims arising from this transaction not being treated as a 1031 Exchange.


Holmes Lundt


Leslie Lundt


Charles C. Thompson


Marietta I.B. Thompson

6. This Agreement may be executed in counterparts and shall be of the same force and effect as if one document had been signed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands.

ASSIGNEE:

PIONEER 1031 COMPANY, AN IDAHO CORPORATION

BY: Robert E. Onnen
ROBERT E. ONNEN, SENIOR VICE PRESIDENT

DATE 6-8-98

ASSIGNOR(S):

Joan Lundt
HOLMES LUNDT

DATE 6/8/98

Leslie Lundt
LESLIE LUNDT

DATE 6-8-98

CONSENTING PARTY(S):

Charles C. Thompson
CHARLES C. THOMPSON

DATE 6-9-98

Marietta Thompson
MARIETTA THOMPSON

DATE 6-9-98



QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

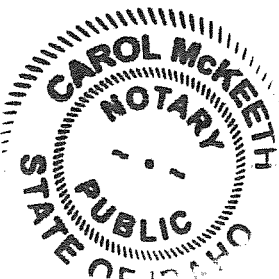
DATED this 12 day of Sept., 2006.

Charles C. Thompson
Marietta I.B. Thompson

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 12 day of Sept., 2006 CT., before the undersigned notary public in and for the said state, personally appeared Charles C. Thompson + Marietta I.B. Thompson known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Carol McKeeth
Notary Public for Idaho

Residing at: 5565 Aleut Pl, Boise ID 83709
My Commission Expires: 08-2010



A Pioneer Company

PIONEER TITLE COMPANY
OF ADA COUNTY

8151 W. Riffelman Ave / Boise, Idaho 83704 / (208) 377-2700

P 174481 SO

Read and Approved:

WARRANTY DEED
(INDIVIDUAL)

FOR VALUE RECEIVED RANDOLPH E. STEINER and EILEEN A. STEINER, aka EILEEN ALANA STEINER, Husband and Wife

Grantor s, do hereby grant, bargain, sell and convey unto ROSS J. ELY and SUZANNE G. ELY, Husband and Wife

the Grantee s, whose current address is: 3795 North Saddleman Place, Eagle, ID 83616 the following described real property in Ada County, State of Idaho, more particularly described as follows, to-wit:

LOT 12 IN BLOCK 1 OF BUCKSKIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

TAX PARCEL ID NO: R1141740120

SUBJECT TO: THOSE CERTAIN LEASEHOLD AGREEMENTS DATED MARCH 14, 1994 AND RECORDED MARCH 31, 1994 AS INSTRUMENT NOS. 94029879 AND 94029880 RECORDS OF ADA COUNTY, IDAHO.

Randolph E. Steiner
RANDOLPH E. STEINER

Eileen A. Steiner
EILEEN A. STEINER

This document may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and Grantee heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee s, the Grantor s are the owner s in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee s and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor s will warrant and defend the same from all lawful claims whatsoever.

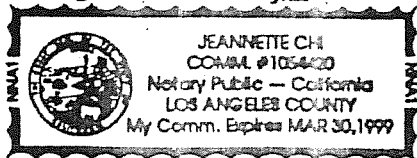
Dated: November 17, 1998

Randolph E. Steiner
Randolph E. Steiner

Eileen A. Steiner
Eileen A. Steiner

STATE OF California, County of Los Angeles, ss.

On this 18th day of November, in the year of 1998, before me Jeannette Chi, a notary public, personally appeared Randolph E. Steiner and XXXXXXXXXXXXXXXXXX, known or identified to me to be the person whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.



Notary Public: Jeannette Chi
Residing at: 3424 Wilshire Blvd., Los Angeles
My Commission Expires: March 30, 1999

ADA COUNTY RECORDER
J. DAVID HAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF PIONEER TITLE
FEE 600 DEPUTY [Signature]

#12

REVISED DESCRIPTION FOR
ROSS and SUZANNE ELY
PARCEL B

May 10, 2005

DESCRIPTION FOR A PARCEL OF LAND BEING A PORTION OF LOTS 11 AND 12, BLOCK 1, OF BUCKSKIN SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER COMMON TO LOTS 11 AND 12, BLOCK 1, OF BUCKSKIN SUBDIVISION AS RECORDED IN BOOK 58 OF PLATS, PAGES 5484 TO 5485, ADA COUNTY RECORDERS OFFICE, LYING IN THE SW 1/4 OF SECTION 34, T.5N, R.1E., B.M., THE REAL POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 71°30'00" E 265.03 FEET TO A POINT;

THENCE N 85°22'15" E 140.57 FEET TO A POINT;

THENCE S 04°37'45" E 263.90 FEET TO A POINT ON THE LINE COMMON TO SAID LOTS 11, AND 12;

ALONG THE BOUNDARY OF SAID LOT 12 AS FOLLOWS:

THENCE S 55°26'08" W 146.60 FEET TO A POINT;

THENCE S 39°45'06" E 147.87 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 250.68 FEET, SAID CURVE HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 27°21'30", TANGENTS OF 127.78 FEET, AND CHORD WHICH BEARS S 25°14'47" W, 248.31 FEET TO A POINT ON A CURVE;

THENCE ALONG A CURVE TO THE LEFT 29.78 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 85°15'50", TANGENTS OF 18.41 FEET, AND CHORD WHICH BEARS N 31°03'55" W 27.09 FEET TO A POINT OF TANGENCY;

THENCE N 73°41'50" W 156.85 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT 124.06 FEET, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 56°51'49", TANGENTS OF 67.69 FEET AND CHORD WHICH BEARS S 77°52'16" W 119.04 FEET TO A POINT ON A TANGENT;

THENCE N 00°01'07" E 715.01 FEET TO THE REAL POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINING 5.47 ACRES MORE OR LESS.

WAYNE K. BARBER,

P.L.S. 8444

#12

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

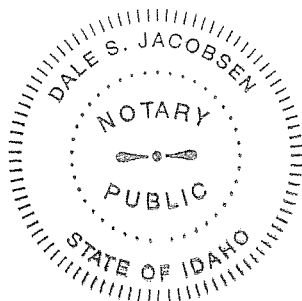
DATED this 14 day of August, 2006.

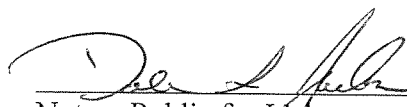
Ross Ely


STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 14 day of August, ~~1997~~²⁰⁰⁶, before the undersigned notary public in and for the said state, personally appeared Ross James Ely, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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




Notary Public for Idaho
Residing at: Nampa
My Commission Expires: 4-9-2008



PIONEER TITLE COMPANY
OF ADA COUNTY

821 West State Street • Boise, Idaho 83702
(208) 336-6700

888 North Cole Road • Boise, Idaho 83704
(208) 377-2700

P 108685 SO/EBN

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED WESLEY W. MCPHERSON and VIOLET E. MCPHERSON, Husband and
Wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto

STEPHEN Y. DICK and KATHERINE PENNISI, Husband and Wife

GRANTEE(S), whose current address is: 6303 USTICK ROAD, BOISE, ID
the following described real property in ADA County, State of Idaho,
more particularly described as follows, to wit:

LOT 13 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED IN
BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: January 07, 1992

WESLEY W. MCPHERSON

VIOLET E. MCPHERSON

STATE OF Idaho, County of Ada, ss.

On this January day of January, 1992, before me
Sharlot Oien, a notary public,
personally appeared Wesley W. McPherson and Violet E. McPherson
known or identified to me to be the person (s) whose name (s) are subscribed to the within
instrument, and acknowledged to me that he y executed the same.

Notary Public:

Residing at: Meridian, ID

My Commission Expires: 6/23/95

#13

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

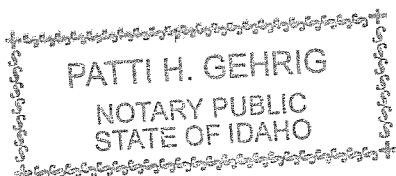
DATED this 21 day of August, 2006.

Stephen Dick
Patti Gehrig

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 21 day of August, ~~1997~~ ^{2006 SD}, before the undersigned notary public in and for the said state, personally appeared Stephen Dick, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Patti H Gehrig
Notary Public for Idaho
Residing at: Meridian
My Commission Expires: 05/02/09

WARRANTY DEED

(INDIVIDUAL)

FOR VALUE RECEIVED WESLEY W. MCPHERSON and VIOLET E. MCPHERSON, Husband and Wife, as to an Undivided 85.61% and ROBERT J. HANSON and ELSIE V. HANSON, Husband and Wife as to the remainder

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto COURTNEY D. NIELSON and STEPHANIE L. NIELSON, Husband and Wife

GRANTEE(S), whose current address is: 1823 Raintree Drive, Boise, ID
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:
LOT 14 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF FILED IN
BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY, IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (includes irrigation and utility assessments, (if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 10, 1991

Wesley W. McPherson

Violet E. McPherson

Robert J. Hanson

Elsie V. Hanson

STATE OF Idaho, County of Ada, ss.

On this 10th day of April, in the year of 1991, before me
Sharlot Oien, a notary public,

personally appeared Wesley W. McPherson, Violet E. McPherson, Robert J. Hanson, Elsie V. Hanson, known or identified to me to be the person (s) whose name (s) are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

Notary Public:

Residing at:

My Commission Expires:

Meridian, ID

6/23/95

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

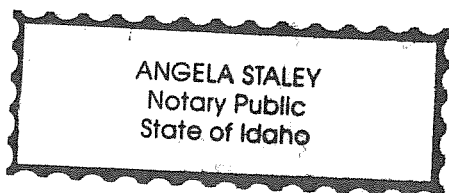
DATED this 11 day of September, 2006.

Stephan L. Nelson
Carol Nelson

STATE OF IDAHO)
: ss.
COUNTY OF ADA)

On this 11 day of September, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared Stephan L. Nelson & Courtney D. Nelson, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Angela Staley
Notary Public for Idaho
Residing at: Edgemoor, ID
My Commission Expires: 11-2-2010

15

QUITCLAIM DEED

FOR VALUE RECEIVED, N/A, Grantor, does hereby convey, release, remise and forever quit claim unto the Buckskin Homeowners Association, Grantee, the following described property located in Ada County, State of Idaho, as follows:

All of my interests in Water Right Nos. 63-2963; 63-2284 and 63-18591 including any rights to the diversion system used to deliver these water rights.

DATED this 8 day of September, 2006.

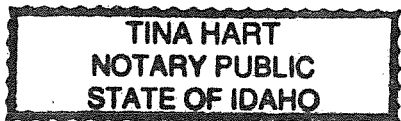
Thomas E Goodwin

Kristin Goodwin

STATE OF IDAHO)
 : ss.
COUNTY OF ADA)

On this 8 day of September, ²⁰⁰⁶~~1997~~, before the undersigned notary public in and for the said state, personally appeared Thomas Goodwin and Kristin Goodwin, known or identified to me to be the person(s) who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

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



Tina Hart
Notary Public for Idaho
Residing at: Ada County
My Commission Expires: 12/12/2011

Return To:
WASHINGTON TRUST BANK
HOME LOAN CENTER
PO BOX 2127, SPOKANE, WA
99210 2127

Prepared By:

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated October 5, 2004, together with all Riders to this document.
- (B) "Borrower" is THOMAS E GOODWIN and KRISTIN L GOODWIN, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WASHINGTON TRUST BANK

Lender is a BANKING CORPORATION
organized and existing under the laws of

WASHINGTON

IDAHO-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3013 1/01

 -6(ID) (0005)

Page 1 of 15 MW 05/00

Initials: 

VMP MORTGAGE FORMS - (800)521-7291



to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
COUNTY of ADA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 15 IN BLOCK 1 OF BUCKSKIN SUBDIVISION ACCORDING TO THE PLAT THEREOF
FILED IN BOOK 58 OF PLATS AT PAGES 5484 AND 5485, RECORDS OF ADA COUNTY,
IDAHO.

Parcel ID Number: 270-R1141740150
3325 N SADDLEMAN PL
EAGLE
("Property Address"):

which currently has the address of
[Street]
[City], Idaho 83616 [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

[Handwritten signature]
[Handwritten signature]

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-18591
Date Received: 9/07/1989
Receipt No: CO11144
Received By: DS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT J. HANSON 208-939-6341
Address: 2452 EAST BEACON LIGHT ROAD
EAGLE, ID 83616

OR

Name: ELSIE V. HANSON 208-939-6341
Address: 2452 EAST BEACON LIGHT ROAD
EAGLE, ID 83616

2. Date of Priority: JUL 31, 1905

3. Source: DRY CREEK Trib. to: BOISE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	01E	34	SE	SE	SW		ADA
			SW	NE	SE		ADA

5. Description of diverting works:
SMALL DIV.W/PUMP, PIPELINE, & SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.800		

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

8. Total consumptive use is 140.0 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

A63-18591

Page 1

Date: 09/07/89

MICROFILMED

SEP 01 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01E	34	SE	SW		IRR	40.0
Section Acres							40.0
Total Acres							40.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

A63-02963 G.W.RIGHT CLAIMED.DITCH RIGHTS-CAPITOL VIEW IRR.DIST.

14. Remarks:

THIS RIGHT IS BEING CLAIMED IN LIEU OF LICENSE 63-2284, COPY OF WHICH IS ATTACHED. THE PRIORITY DATE FOR THE CLAIM IS BASED UPON THE INFORMATION CONTAINED IN THE COURT DOCUMENTS, COPIES OF WHICH ARE ATTACHED, REGARDING A RIGHT FROM DRY CREEK WHICH PRECEDED THE PRIORITY OF THE LICENSE. CLAIMANT IS OBTAINING A COPY OF THE RIGHT FROM THE COURTHOUSE, FROM BOOK 1, PAGE 178 OF WATER RIGHTS, WHEN AND IF AVAILABLE.

15. Basis of Claim: BENEFICIAL USE

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 34

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): Elvie V. Hansen Date: 9-7-89

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of SEPTEMBER 19 89
Howard D. Smith
Notary Public

Seal

Residing at Boise, ID
My Commission Expires 11/08/1994

27	2
34	3

27
34

5623

30.2

B610
1-2

579

P.U. =
1RR 40AC

P.D.

16.3

33	34
4	3

B 88

P.D.

MICROFILMED
SEP 01 1992

22
34

$$\begin{array}{r|l} 8 & 27 \\ \hline 3 & 34 \end{array}$$

5623

30.2

B610
1-2

P.O.

33	34
4	3

B 88
A
11.0

P.D.

State of Idaho

License and Certificate of Water Right

Water License No. 12032

Amount 0.8 sec. ft.

Water District No. 12a

Priority 3-25-16

THIS IS TO CERTIFY that Herman Andregg and Frank Roark of Boise, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated March 25, 19 16; that Permit No. 12032 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 1.6 second feet, was issued thereunder on April 22, 19 18, showing that said works were completed on the 5th day of April, 19 18; and that on the 29th day of March, 1920,

Herman Andregg

of Boise, State of Idaho, made proof to the satisfaction of the Commissioner of Reclamation of Idaho, of a right to the use of the waters of Dry Creek a tributary of Boise River, for the purpose of irrigation and domestic use under Use Permit No. 12032 of the Commissioner of Reclamation waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Engineer of Idaho and entered of record in Volume 5 of Licenses, at page 2565, on the 26th day of May, 19 20;

The right hereby confirmed dates from March 25, 19 16;

The Point of Diversion is located in the NE ¼ of SE ¼, Sec. 34, Tp. 5 N, R. 1 E, B. M. County of Ada

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 0.8 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
<u>5 N</u>	<u>1 E</u>	<u>34</u>	<u>SE ¼ SW ¼</u>	<u>40</u>	<u>40</u>

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the Commissioner of Reclamation State Engineer, affixed at Boise, Idaho, this 26th day of May, 1920

W. G. SWENDESEN

Commissioner of Reclamation

State Engineer.

(SEAL)

63 2234

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPROVED

APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

1. Name of Right Holder ROBERT J. HANSON
Post office address Route #1 Boise, Idaho
2. Right obtained by:
 - a. Decree to _____ in Case of _____
(Name)
vs. _____, Dated _____ in _____
(Name of Court)
Court. County of _____.
 - b. License No. 63-2284 issued by the State of Idaho, Department of Reclamation.
3. Source of water Dry Creek tributary to Boise River
(Name of stream or source)
4. Date of Priority 3/25/16
5. Amount of water a. .8 c.f.s. and/or
b. _____ acre feet/annum
6. Water is used for Crops from 3/15 to 11/1
(Month, Day) (Month, Day)
7. Original location of point of diversion is NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34,
Township 5N, Range 1E, B.M., in Ada County;
Additional points of diversion, if any _____

8. Lands presently irrigated or place of use:

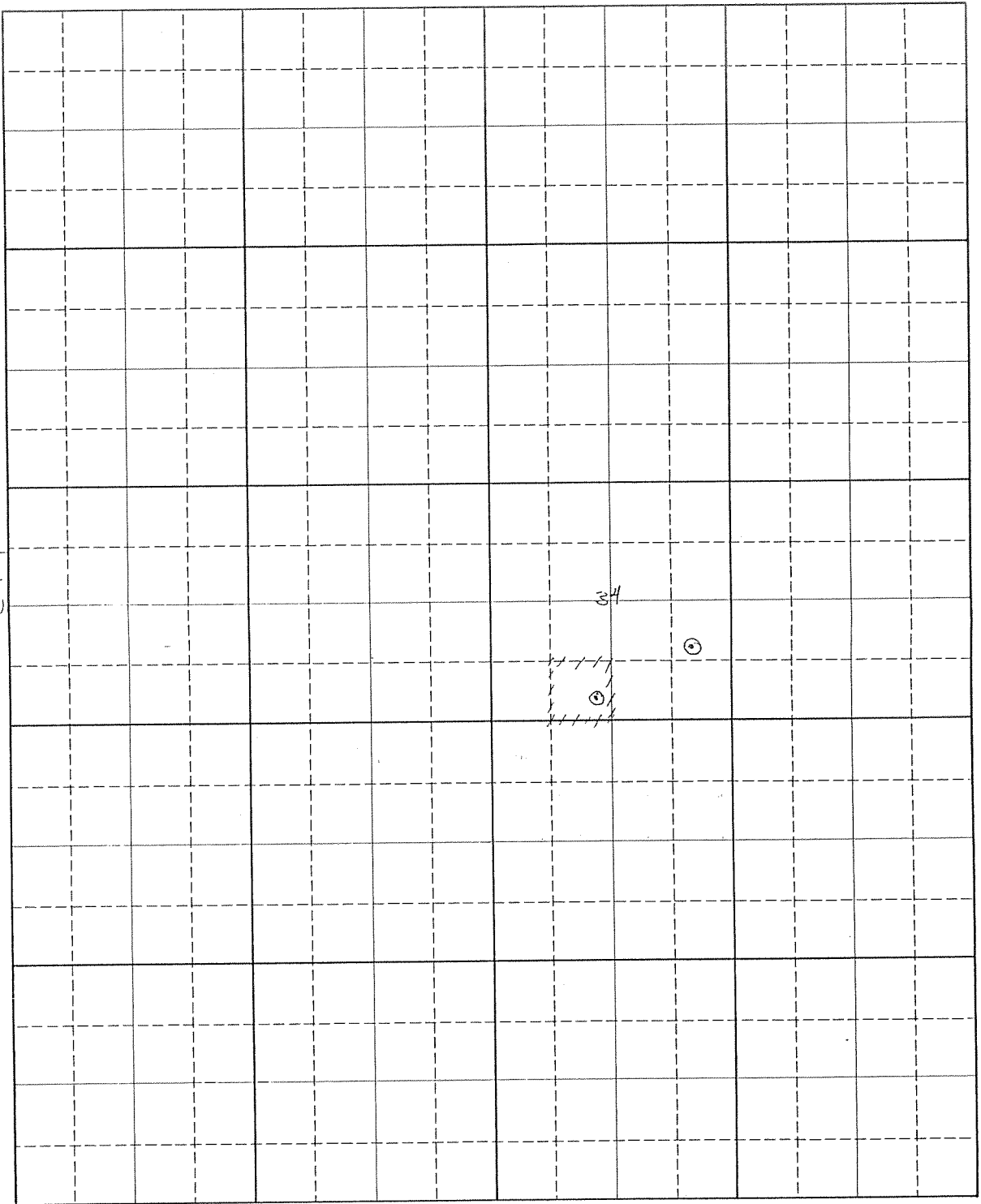
TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5N	1E	34												40					40

Total number of acres presently irrigated 40

63 2284

R 1 E

T 5 N



SCALE: 2 Inches Equal 1 Mile. Draw Plan in Ink.

10. CHANGE IN POINT OF DIVERSION

- a. Quantity to be diverted at new point: .8 c.f.s. and/or _____ acre feet
NE SE
- b. New point of diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 34, Township 5N
_____, Range 1E, B.M.
- c. Description of method of diversion and conveyance from new points of diversion: pump

- d. Is water to be conveyed to the lands previously irrigated? Yes X No _____.
If not, the place of use should be changed below.
- e. Describe the reasons for applying for a change in the point of diversion:
During periods of low water (after april 1) the applicant uses a pump at the
new point of diversion to divert the water. At other times the water is divert
ed at the original point of diversion.

- f. Do you intend to make the transfer permanent? YES
- g. Do you intend to abandon completely the old point of diversion? NO

- h. Indicate on the above plat the new point of diversion and lands to be irrigated.

11. CHANGE IN PLACE OF USE

- a. Describe the new lands on which you wish to use your right.

[illegible]

Total number of acres to be irrigated _____

b. Do you intend to make the transfer permanent? _____

c. Are you completely abandoning the lands previously irrigated by this right? If not, explain your plans:

d. Describe any other water rights that you claim for the new ground upon which you wish to transfer this right: _____

e. Indicate on the above plat the new land to be irrigated and the point of diversion.

I hereby assert that no one will be injured by such transfer and that the change will be made at my own risk. The information contained in this application is true to the best of my knowledge.

x Robert J. Hamon
 (signature of applicant)

Subscribed and sworn to before me this 1 day of June, 19 73

Larry J. Page
 (notary public)

My commission expires 7/29/1975.

ACTION OF STATE RECLAMATION ENGINEER AND CERTIFICATE OF TRANSFER

This is to certify that I have examined Application for Transfer of Water Rights No. 63-2284,
and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

A measuring device of a type approved by this Department shall be
permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 6th day of June, 19 73.

R. Kirk Higin
 Director

FOR DEPARTMENT USE ONLY

Received by FEB Date 1 May 73

Protest filed by: _____ Date _____

Prelim. check by FEB Date 1 May 73
LET# 10447

Fee received by KSS Date 5-1-73 Fee \$ 30.00

Approved for publication by _____

Published in the Standard Dates 5-10 & 5-17-73

No. Case **6489**

CIVIL

Motion No. **Judge Redlock** Trial No.

IN THE
DISTRICT COURT

Third Judicial District
ADA COUNTY, IDAHO

Henry Edelbrock

Plaintiff

Norman Anderson

Defendant

Action for

Register **16** Page **459**

S. J. Tipton

Attorney for Plaintiff

J. G. Canaway

Attorney for Defendant

Dismissed

MAY 1 1948

See file May 31 1948

STATE OF IDAHO IN AND FOR ADA COUNTY

COMPLAINT

The plaintiff complains and alleges.

Let

That he is the owner and in the possession of the following described real property situate and being in Ada County Idaho, to wit, the West half of the South East Quarter of Section 34 Township 6 North, Range 12 East of the Boise Meridian, together with a three fourths interest and to that certain Water Right, hereinafter described.

2nd.

that prior to February 14, 1911 the plaintiff was the owner of the following described real property to wit, the South East Quarter of the South West Quarter of Section 34 Township 6 North Range one East of the Boise Meridian and all of the Water Right hereinafter described.

Ar d.

That all of the above described lands are arid in character and will not produce agricultural crops without water being conducted thereon by artificial means.

444

That on or about the 10th day of February 1911, the plaintiff sold and conveyed by deed of conveyance, all of the last above described lands together with a one fourth interest in and to the Water Right herein described to A. J. McConnell

5th

but prior to and at the time of the conveyance of the said one fourth interest in and to the Water Right, to A.C. McConnell, the plaintiff was the owner of the certain Water Right, being the right to use the waters

of Dry Creek to the extent of 120 inches of water, which said Water Right is recorded in Book one at page 176 of Water Rights, of the records of Ada County Idaho, and at all the times herein mentioned, of Dry Creek appropriated under said Water Right, have been by the plaintiff, diverted by means of a ditch, of sufficient capacity, to carry 200 or more inches of water to the lands herein described and that said waters are now used for the past 11 years on said lands for the irrigation, cultivation and growing agricultural crops and that said Water Right is appurtenant to said lands.

6th,

That the defendant is now the owner of the South East Quarter of the South East Quarter of said Section 34 Township 5 North Range one East of the Boise Meridian, together with the said one fourth interest in and to the said Water Right herein described, being the successor in interest of the said J. J. Macdonald.

7th,

That Dry Creek, the source from which the plaintiff and the defendant divert the waters under the herein described Water Right, is a mountain stream, and it varies in the flow of water flowing therein during the different seasons of each year.

8th,

That during the irrigating season, the plaintiff, defendant and the said ~~predecessor~~ predecessor in interest, diverted by means of the said ditch the said 200 inches of water or more and used the waters so diverted, under the said Water Right, upon the lands herein described, in irrigating and cultivating the same.

9th,

That beginning with the month of June, and continuing throughout the balance of the irrigating season of each year, the flow of water flowing in said Dry Creek, diminishes in volume to twenty or less inches of water and during that period of the irrigating season the, the plaintiff and the defendant can now in at times get twenty inches of water under the said Water Right, to use upon their said lands for domestic and agricultural purposes,

10th

That during the said low water season of said Dry Creek, the plaintiff defendant and defendants predecessor in interest, [^]rotated the use of said waters appropriated under the said water right and used the waters as so related in the cultivation of their said lands and for domestic uses.

11th,

That at the time the plaintiff sold and conveyed, the property herein described to A.F. McConnell, they employed one Wm. Messersmith, a real estate agent and a Notary Public, to draw a deed of conveyance, therein conveying to the said A.F. McConnell the South East Quarter of the South West Quarter of Section 34 Township 6 North Range one East Boise Meridian, together with a one fourth interest in and to the aforesaid water right and they at that time explained to the said Messersmith, that said water right was subject to a great variation in the amount of water available during the irrigation seasons and desired the deed read and describe said water right so as to convey to the said A.F. McConnell a one fourth of said water right, subject to the variation of the flow of the waters of said Dry Creek during the ~~xxx~~ irrigating seasons.

12th

That the said Wm. Messersmith drew the said deed of conveyance and described the ~~water right~~ the interest in the water right as follows "40/100 of 200 inches of water out of Dry Creek, same which is of record in the Office of the recorder's office of Ada County Idaho.

13th

That after the said Messersmith had drawn said deed of conveyance and prior to the execution and delivery thereof to the said A.F. McConnell the plaintiff and the said A.F. McConnell asked the said Messersmith, whether the description of said water right as so described in said deed conveyed a one fourth interest in and to said water right and that said one fourth interest would be a one fourth ~~interest~~ of whatever waters of said water right ~~that~~ might be available during the irrigating seasons

14th

that the said Messersmith informed the plaintiff and the said A.F. McConnell

that under the description of said water right as written in said deed but a ~~one~~ fourth interest was conveyed of said water right, and as the waters ran low the said McConnell would have one fourth of the waters of said water right whenever they might be during the irrigating seasons

15th

That the plaintiff believed said statement as made to him by the said Messersmith, that by said conveyance plaintiff was conveying a one fourth interest in said water right, ^{and relying} relying on said statement the plaintiff executed and delivered the said deed of conveyance as so drawn by the said Messersmith, to said A.F. McConnell.

16th,

That thereafter the said A.F. McConnell entered into possession of said lands and water right so conveyed to her and used the waters on said ~~land~~ lands in the manner hereinafter described.

17th

That the plaintiff and said A.F. McConnell rotated with each other the use of the waters of said water right during the low waters in each irrigation season, while the said A.F. McConnell owned the said lands and interest in said water right.

17th

That the defendant at the time and prior to his purchase of the said property from the said A.F. McConnell well knew that the said water right as described aforesaid in said deed were rotated in their use, on said lands by the plaintiff and the said McConnell, when the waters of Dry Creek were low during the irrigating seasons, and the defendant then well knew that the said A.F. McConnell owned but a one fourth interest in said water right.

18th

That the said A.F. McConnell in her deed of conveyance to the defendant conveyed to the defendant the South East Quarter of the South East quarter of Section 34 Township 5 North Range one East Boise Meridian "together with 40/160 inches of water out of Dry Creek the same as is now used to water said lands".

19th

19th

That the defendant now claims under his said deed of conveyance from the said A/V. McConnell that he is the owner and as such owner entitled to the prior right to use the of 50 inches of water of said water right regardless of the flow of the waters in Dry Creek during the irrigating seasons

20th,

That of the waters now flowing in the said Dry Creek that can be obtained and diverted under said water right do not exceed 50 inches of water as the waters now flowing in the said Dry Creek, past the point where the plaintiff and defendant diverts said waters do not exceed 50 inches of water

21st,

That the defendant has appropriated and is now appropriating and threatens to continue to appropriate to his own use all of the waters of said water right, when the same are 50 inches or less of water, and will continue to do so unless enjoined, by this court.

22nd

That the plaintiff has planted and is now growing on his said lands a garden comprising of vegetables, berries, fruit trees and other agricultural crops, which are wholly dependent upon said water right to irrigate and cultivate the same to maturity, and for other domestic purposes.

23rd,

That the plaintiff has no other source of water supply from which to secure water to cultivate his said lands and to deprive the plaintiff of the aforesaid waters his said garden and agricultural crops will be a total loss to plaintiff and will cause plaintiff great and irreparable damage and injury.

Therefore the plaintiff prays that the defendant be enjoined from taking away all of the waters of the said water right and that it be adjudged and decreed that the plaintiff is the owner of a three fourths interest in and to said water right diverted from Dry Creek through the ditch of the plaintiff for costs of suit and for such other and further relief as to this court may seem equitable.

L. L. Linton
Attorney for the plaintiff residing at
Boise Idaho.

State of Idaho ()
County of Ada () SS

Henry Endellbrook being first duly sworn deposes and says that he is the plaintiff in the above entitled action that he has read the foregoing complaint and knows the contents thereof and believes that the facts stated in said complaint to be true.

Henry Endellbrook
Subscribed and sworn to before me this 3rd day of July 1916

M. L. Wood
Notary Public

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Henry Erdelbrock,

Plaintiff,

vs

Herman Andregg,

Defendant.

ANSWER.

Comes now the defendant in the above entitled cause of action, and in answer to plaintiff's complaint on file herein, admits, denies and alleges:

I

Defendant does not have sufficient knowledge of the facts alleged in paragraph one of plaintiff's complaint upon which to deny the same, but upon information and belief, and basing the denial upon that ground, denies that said plaintiff is the owner and in possession of the following described real property situated and being in Ada County, Idaho, to-wit: The West Half of the South-East Quarter of Section 34, Township 5 North, Range 1 East Boise Meridian, and said defendant specifically denies that said plaintiff is the owner of, or has any right whatever or at all in and to a three-fourths interest, or any interest whatever or at all to any water right whatever or at all in Dry Creek as in said complaint described, or otherwise or at all.

II

Admits that plaintiff was prior to February, 1911, the owner of the real property described in paragraph Two of said complaint, and any and all water or water rights used upon the said property and appurtenant thereto.

III

Admits the allegations in Paragraph Three of said complaint.

IV

In answer to paragraph Four of said complaint, defendant denies that on or about the 10th day of February, 1911, the said plaintiff sold by deed of conveyance the Southeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East Boise Meridian to one A. F. McConnell, and denies that said plaintiff sold a one-fourth interest, or any interest whatever or at all, in and to the water right therein described, or to any water right whatever or at all, save and except 40/160's of 200 inches, or 50 inches of water out of Dry Creek.

V

In answer to Paragraph Five of said complaint, defendant denies that prior to or at the time of the conveyance of the said one-fourth interest, or at any other time or at all, or of any interest whatever or at all, in and to the water right, or any water right whatever or at all, to the said A. F. McConnell the plaintiff was the owner of the certain water right, being the right to use the water of Dry Creek to the extent of 200 inches of water, which said water right is recorded in Book 1 at page 178 of Water Rights of the records of Ada County, Idaho, or any water right whatever or at all. Defendant denies that at all of the times mentioned in said complaint, or at any other time whatever or at all, said waters of Dry Creek appropriated under said water right, or any right whatever or at all, have been by plaintiff, or any other person whatever or at all, diverted by means of a ditch, or any ditch whatever or at all, of sufficient capacity to carry 200 or more inches of water to the land described in the said complaint, or any other amount whatever or at all. Defendant denies that said water is now used and has been used continuously for the

past eleven years, or any other time or at all, on the said lands, or any lands whatever or at all, for the irrigation, cultivation and growing of agricultural crops, save and except as in this answer all red, and said defendant denies that said water right or any water right whatever or at all is appurtenant to said land, save and except as in this answer set out.

VI

In answer to paragraph Six of said complaint, said defendant admits the allegations therein contained, save and except that defendant denies that he received only a one-fourth interest in and to the said water right described in said complaint as the successor in interest of the said A. F. McConnell, but alleges the facts to be that by reason of a certain deed of conveyance made, executed and delivered by the said A. F. McConnell and Elmer McConnell, her husband, on the 7th day of February, 1914, to the defendant herein, the said defendant is now and has been ever since said time, the owner and in possession and entitled to the possession and use of fifty miners' inches of water from said Dry Creek for use upon the lands of the said defendant hereinafter described.

VII

In answer to paragraph Seven of said complaint, defendant admits that Dry Creek, the source from which plaintiff and defendant obtain the waters in controversy in this action is a mountain stream and varies in the flow of water flowing therein during the irrigation season of each year.

VIII

In answer to paragraph Eight of said complaint, defendant denies that up to June of each irrigating season, or any other time or at all, the said plaintiff and defendant and defendant's predecessors in interest or predecessors in interest, diverted by means of the aforesaid ditch, or any other ditch or at all, the said 200 inches, or any other number of inches, or at all, of water.

Defendant denies that they used the water so diverted, or any other water whatever or at all under the said water right, or any other water right whatever or at all save and except as in this answer alleged, upon the lands herein described, or any other lands whatever or at all in irrigating and cultivating the same.

IX

In answer to paragraph Nine of said complaint, defendant denies that beginning with the month of June and continuing throughout the balance of the irrigating season of each year the flow of water flowing in said Dry Creek diminishes in volume to twenty or less inches of water. Defendant denies that during that period, or any other period or at all, of the irrigating season plaintiff and defendant can obtain at times but twenty inches of water under the said water right, or any other water right whatever or at all, to use upon their said land for domestic or agricultural purposes.

X

In answer to paragraph Ten of said complaint, defendant denies that during the said low water season of said Dry Creek, or at any other time whatever or at all, the said plaintiff and defendant and defendant's predecessors in interest rotated the use of said waters, or any waters whatever or at all, appropriated under said water right, or any water right whatever or at all. Defendant denies that they used the waters, or any other waters whatever or at all as so rotated, or rotated in any other manner whatever or at all, in the cultivation of said lands, or any lands whatever or at all, and for domestic use, or any other use whatever or at all.

XI

In answer to paragraph Eleven, of said complaint, defendant denies that at the time plaintiff sold and conveyed, or at any other time or at all, the property herein described to A. F. McConnel, they employed one William Messersmith, a real estate agent and

Notary Public, to draw a deed of conveyance therein conveying to the said A. F. McConnell the Southeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East Boise Meridian, together with a one-fourth interest, or any interest whatever or at all, in and to the aforesaid water right, or any other water right whatever or at all, save and except as in this answer alleged, and the said defendant denies that the said plaintiff and the said A. F. McConnell at that time, or any other time or at all, explained to the said William Messersmith, or any other person or at all, that the said water right, or any other water right whatever or at all was subject to a great variation in amount of water available during the irrigation season. Defendant denies that the said plaintiff and said A. F. McConnell desired the deed to read and describe said water right so as to convey to the said A. F. McConnell a one-fourth of the said water right, or any water right whatever or at all, subject to the variations of the flow of the waters of said Dry Creek during the irrigating season, or at any other time or at all.

XII

In answer to paragraph Twelve of said complaint, defendant denies that said William Messersmith drew the said deed of conveyance and described the interest in the water right, or any water right or at all, as follows: "40/160's of 200 inches of water out of Dry Creek, same which is of record in the office of the Recorder's Office of Ada County, Idaho."

XIII

In answer to paragraph Thirteen, defendant denies that after the said Messersmith had drawn said deed of conveyance, and prior to the execution and delivery thereof to the said A. F. McConnell, and plaintiff and the said A. F. McConnell asked the said Messersmith whether the description of the said water right as so described in said deed conveyed a one-fourth interest in and to

said water right, and that the said one-fourth interest would be one-fourth of whatever waters of said water right that might be available during the irrigating season.

XIV

In answer to paragraph Fourteen of said complaint, defendant denies that the said Messersmith, or any other person, informed the plaintiff and the said A. F. McConnell that under the description of the said water right as written in said deed but a one-fourth interest of the said water right was conveyed, and as the water got low, the said McConnell would have one-fourth of the waters of said water right whatever they might be during the irrigation season.

XV

In answer to paragraph Fifteen of said complaint, defendant denies that plaintiff believed the said statements, or any statements whatever or at all, made to the said plaintiff by the said Messersmith that by the said conveyance plaintiff was conveying a one-fourth interest in the said water right and no more. Defendant denies that plaintiff relying on said statements, the said plaintiff executed and delivered the said deed of conveyance as so drawn by the said Messersmith to the said A. F. McConnell.

XVI

In answer to paragraph Sixteen, of said complaint, defendant admits that the said A. F. McConnell entered into possession on the 14th day of December, 1911, of the Southeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 2 East Boise Meridian, and Fifty miners inches of water out of Dry Creek for the irrigation of the said land, and that the said A. F. McConnell and her grantees have ever since said date continued to use and are now using the said fifty miners inches of water for the cultivation of the said lands.

XVII

In answer to paragraph Seventeen of said complaint, said defendant denies that the said plaintiff and the said A. F. McConnell rotated with each other, or with any other person or at all, the use

of the waters, or any waters whatever or at all, of the said water right or any water right or at all during the low waters in each irrigation season, or any irrigation season or at all, while the said A. F. McConnell owned the said land and interest in said water right.

Further answering paragraph Seventeen, defendant denies that defendant at the time, or any time or at all, prior to his purchase of the said property from the said A. F. McConnell, then well knew, or knew at any other time or at all, that the said water right as described in said deed, or any water right whatever or at all, was rotated in its use on said lands, or any lands whatever or at all, by plaintiff and the said McConnell, or any other person or persons whatever or at all, when the waters of Dry Creek were low during the irrigating season, or at any other time or at all. Defendant denies that defendant when well knew, or knew at any other time or at all that the said A. F. McConnell owned by a one-fourth interest in said water right, but alleges the facts to be that at all of the times herein mentioned, and that at all of the times mentioned in said paragraph Seventeen, said defendant was led to believe and did believe that the said A. F. McConnell owned a water right to fifty miners inches of water out of Dry Creek for use upon said land.

XVIII

In answer to paragraph eighteen of said complaint, said defendant admits that said A. F. McConnell conveyed to the said defendant by warranty deed, the southeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East Boise Meridian together with the said fifty ^{miners} inches of water out of Dry Creek.

XIX

In answer to paragraph Nineteen of said complaint, defendant admits that defendant now claims under the said deed of conveyance from the said A. F. McConnell that he is the owner of, and as such owner is entitled to the prior right to the use of fifty miners inches

of water out of the said Dry Creek for use upon his said lands hereinbefore described, regardless of the flow of waters in said Dry Creek during the irrigating seasons.

XX

In answer to paragraph Twenty of said complaint, said defendant alleges the facts to be that at all of the times during the irrigating season of each year the flow of water in said Dry Creek is in excess of fifty miners inches of water at the points where the said plaintiff and said defendant divert water for use upon their respective lands.

XXI

In answer to paragraph Twenty-one of plaintiff's complaint, defendant alleges that he is now appropriating and will continue to appropriate to his own use and benefit, fifty miners inches of water from the said Dry Creek during the irrigating season for the irrigating of his said land hereinbefore described, and that said amount of water is necessary to produce beneficial crops upon the said premises.

XXII

In answer to paragraph Twenty-two of said complaint, defendant denies that plaintiff has planted and is now growing on his said lands, or any other lands or at all, a garden comprising vegetables, berries, fruit trees, and other agricultural crops which are wholly dependent upon the said water right, or any water right or at all to irrigate and cultivate the same to maturity, and for other domestic purposes, or other purposes or at all.

XXIII

In answer to paragraph Twenty-three of said complaint, defendant alleges that plaintiff has ample means to procure water from other sources and can by the expenditure of a nominal sum of money procure water by other means for the purpose of irrigating said garden and said premises, and plaintiff has not and will not suffer any damage whatever or at all by reason of said defendant appropriating and using the said fifty miners inches of water out of said Dry Creek.

Further answering the said plaintiff's complaint on file herein, and by way of separate defense thereto, said defendant admits and alleges:

I

Admits that said plaintiff claims title to and the right to the use of water and water right claimed by said defendant herein referred to, but alleges that said claim is without any right whatever or at all, and that the same is barred by Sections 4036 and 4037 of the Idaho Revised Codes.

II

That on or about the 7th day of February, 1914, said defendant Herman F. Andregg and Violet H. Andregg, his wife, entered into possession of the Southeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East Boise Meridian containing forty acres, together with the right to the use of 50 miners inches of water out of Dry Creek for the irrigating of the said premises under and by virtue of a certain warranty deed, then and there executed and delivered to the said Herman F. Andregg and wife by one A. F. McConnell and Elmer McConnell, her husband, and said defendant and wife ever since have been and now are in possession of and entitled to the possession of the above described premises and to the water right for the use of 50 miners inches of water out of Dry Creek adverse to the said plaintiff, and to all other persons.

III

That said plaintiff, his grantors or predecessors are not, nor were any of them seized or possessed of the said water or water right at any time within five years immediately preceding the commencement of this action.

IV

That said defendant and wife claim title to the said water right hereinbefore mentioned by reason of that certain warranty deed made and delivered by the said A. F. McConnell and Elmer McConnell

on or about the 7th day of February, 1914, to the said defendants herein, and that said defendants every since said date have been and now are in possession and occupation of the said water right and have ever since said date cultivated and improved the premises described in the said deed, and used the water and water right therein described upon the said premises and appropriated the said to a beneficial use, and that said defendants have cultivated the said premises and grown crops thereon each and every year from and after about the 7th day of February 1914, up to the present time, and have fenced and enclosed the said premises upon which the water has been so used, and said defendants have every since said date paid all the taxes both county and state levied and assessed upon the said premises and water and water right up to and including the date hereof.

Further answering plaintiff's said complaint on file herein and by way of cross complaint, said defendant Herman F. Andregg ^{et al} alleges.

I

That on or about the 14th day of December, 1911, said plaintiff Henry Erdelbrock and Mary M. Erdelbrock, his wife, executed and delivered to one A. F. McConnell a warranty deed for the Southeast Quarter of the Southwest Quarter of Section 24, Township Five North, Range One East Boise Meridian, together with 50 miners inches of water out of Dry Creek which had been appropriated for use upon the said land.

II

That on or about the 7th day of February, 1914, the said A. F. McConnell and Elmer McConnell, her husband, executed and delivered to the said Herman F. Andregg and Violet M. Andregg, a warranty deed to the said property described in Paragraph 2 hereof, together with 50 miners inches of water out of Dry Creek.

III

That said Herman F. Andregg and Violet M. Andregg, ever since said last above mentioned date have been and now are in

possession of and entitled to the possession of the hereinbefore described lands and the hereinbefore described water right, and to the use of 50 miners inches of water out of Dry Creek diverted from and out of the said Dry Creek by means of a ditch of sufficient capacity to hold the said water and to convey the same to and upon the lands hereinbefore described at a point situated _____

for the irrigating of the above described lands and for domestic purposes.

IV

That said plaintiff herein ~~claims~~ the right to the use of the said water right hereinbefore described, but that said claim is without any right.

Wherefore defendants pray that plaintiff take nothing by said cause of action and that title to Fifty miners inches of water out of said Dry Creek ^{be} ~~by~~ quieted in said defendants Herman F. Andregg and Violet M. Andregg, and that this court decree that said plaintiff has no right, title or interest in or to the said water right, and that said defendants have and recover their costs in this action, and for such other and further relief as to the Court shall seem just.

H. J. Gannon
Attorneys for Defendants,
Residing at Boise, Idaho.

State of Idaho)
) ss
)

Herman F. Andregg, being first duly sworn, upon his oath swears and says that he is the defendant in the above entitled case and that he has read the above and foregoing answer and cross complaint, and that he believes the facts therein alleged to be true.

Herman F. Andregg
Subscribed and sworn to before me this 3rd day of May, 1918

[Signature]
Notary Public in and for the State

No. Case 4948

CIVIL

Motion No. _____

✓ Trial No. _____

IN THE
DISTRICT COURT

Third Judicial District
ADA COUNTY, IDAHO

Herman F. Andress

Plaintiff

VS.

*Henry Edelbrock + A. J.
McConnell*

Defendant

Action for _____

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J. E. Cavanaugh

Attorney for Plaintiff

*Barber + Davison
D. L. Hipton*

Attorney for Defendant

March 24/1916 Mordick left.

IN SENIOR DISTRICT COURT OF THE UNITED STATES OF AMERICA
SOUTHERN DISTRICT OF CALIFORNIA, IN AND FOR THE COUNTY OF ADA.

Arthur F. Andross,	)	
Plaintiff,	)	
vs	)	COMPLAINT.
Henry Erdelbrock and	)	
A. F. McConnell,	)	
Defendants.	)	

Comes now the plaintiff in the above entitled
cause of action and complains of the defendants, and alleges:

I

That the defendant A. F. McConnell is and was at
all times herein mentioned, the wife of Elmer McConnell.

II

That on or about the 14th day of December, 1911,
at Boise, Ada County, Idaho, the said defendant Henry
Erdelbrock was seized and possessed of a certain lot, piece,
parcel of land situate in the said Ada County and described
as follows, to-wit: The South-east quarter (S.E. $\frac{1}{4}$) of the
South-west quarter (S.W. $\frac{1}{4}$) of Section Thirty-four (34) in
Township Five (5) North, Range One (1) East of Boise Meridian,
containing Forty (40) acres more or less, according to
the Government Survey thereof, together with a water right for
fifty (50) inches of water out of Dry Creek in Ada County,
Idaho, the same being necessary for the irrigation of said
land, and that on the said date

the said defendant, Henry Hrdelbrock, for the sum of Four thousand (\$4000.00) Dollars, to him in hand paid by the said A. F. McConnell, conveyed to the said A. F. McConnell, as her sole and separate property, by then and there executing and delivering to the said A. F. McConnell a warranty deed to the said land hereinbefore mentioned, and to the said water right.

III

That on or about the 7th day of February, 1914, at Boise, Ada County, Idaho, the said defendant, A. F. McConnell being then and there seized and possessed of the said real property hereinbefore mentioned, and the said water right hereinbefore described in paragraph two of this complaint, for the sum of Ten (\$10.00) Dollars and other valuable consideration to her in hand paid by the said plaintiff, conveyed to the said plaintiff herein by then and there executing and delivering to the said plaintiff, a warranty deed to said land mentioned in said paragraph two hereof, and the said water right.

IV

That in and by said deeds hereinbefore mentioned, and as part thereof, said defendants covenanted and warranted, among other things, to grant, bargain, and sell, and did then and there by the said deeds, grant, bargain, sell, convey, and confirm unto said plaintiff herein the said land mentioned therein, together with said water right hereinbefore mentioned, and did then and there agree to warrant and forever defend the title to said land and to the said water right.

V

That the said plaintiff, upon the execution and delivery of the said deed to the said land aforesaid on the said 7th day of February, 1914, entered into and was in sole possession thereof up to the present time, and is now in

possession thereof and has cultivated said land and made valuable improvements thereon with the assurance and belief, and relying upon the said warranty in the said deed that the said water right was available for the irrigation of said land heretofore mentioned.

VI

That said plaintiff performed all of the conditions on its part to be performed, and has at diverse times prior to the filing of this suit, demanded of the said defendants, and each of them, to furnish the said water heretofore mentioned to said plaintiff, and has requested especially said defendants to perform their covenants and warranty heretofore mentioned, and to furnish said plaintiff with the said water to irrigate the said land hereinbefore mentioned, but that said defendants have failed and refused, and ever since have refused and still refuse so to do.

VII

That said plaintiff, in reliance upon the said warranty made by the said defendants to the said land and the said water right hereinbefore mentioned, and the covenants herein contained, said plaintiff prepared and cultivated said land and planted crops thereon in the seasons of 1914 and 1915, but on account of the failure, neglect, and refusal of the said defendants to furnish said water and said water right to said plaintiff to irrigate said crops in the seasons of 1914 and 1915, said crops were destroyed by drought and did not mature, to plaintiff's damage in the sum of ten thousand (\$10000.00) dollars.

VIII

Plaintiff further avers that by reason of the breach of the covenants and warranty contained in said deeds hereinbefore mentioned, to furnish and convey the said fifty acre burden of water, and by the failure to specifically

perform the said contract on the part of the said defendants,
said plaintiff has suffered damages in the sum of Ten thousand
(\$10,000.00) dollars.

Wherefore said plaintiff demands judgment against the
said defendants, jointly and severally, for the sum of Twelve
thousand (\$12,000.00) dollars damages, together with costs of
suit.

H. E. Cavanoy
Attorney for Plaintiff
Residing at Boise, Idaho.

ATTEST:)
 : ss
 :)

Herman F. Andregg, being first duly sworn, deposes
and says: That he is the Plaintiff in the above entitled action,
and that the facts therein set forth are true and correct to the best of
his knowledge and belief.

Herman F. Andregg

Subscribed and sworn to before me this 29th day
of April, 1915.

H. E. Cavanoy
Notary Public.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Hermon F. Andregg,	)	
	)	
Plaintiff.	)	
	)	
vs	)	ASSUMED COMPLAINT.
	)	
Henry Erdelbrock,	)	
A. F. McConnell, and	)	
Elmer McConnell,	)	
Defendants.	)	

Comes now the plaintiff in the above entitled cause of
action and complains of the defendants, and alleges:

I

That the defendants Elmer McConnell and A. F. McConnell
are and were at all times herein mentioned, husband and wife.

II

That on the 14th day of December, 1911, at Boise, Ada
County, Idaho, the defendant Elmer McConnell executed a certain
deed of said date, duly executed in consideration of \$4000.00,
sold and conveyed in fee simple to the said defendant, A. F.
McConnell and her assigns, a certain lot, piece, or parcel of
land, together with 40/160 of 200 inches of water out of Dry
Creek, situate in Ada County, State of Idaho, and more particularly
described as follows, to-wit:

The South-east quarter (S.E. $\frac{1}{4}$) of the South-west quarter
(S.W. $\frac{1}{4}$) of Section Thirty-four (34) in Township Five (5) North,
Range One (1) East of Boise Meridian, Idaho, containing Forty (40)
acres more or less according to the Government Survey thereof.

Together with 40/160 of 200 inches of water out of Dry
Creek, same which is of record in the office of the County
recorders office of Ada County, Idaho.

III

That the said defendant, Henry Erdelbrook, by said deed covenanted and warranted as follows, to-wit:

"All and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

To have and to hold, All and singular, the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to her heirs and assigns forever. And the said parties of the first part, and their heirs the said premises in the quiet and peaceful possession of the said party of the second part, her heirs and assigns, against the said parties of the first part, and their heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever BIND."

IV

That the said defendant, A. F. McConnel, and the said Mary McConnel, her husband, on the 7th day of February, 1914, at Boise, Ada County, Idaho, by their warranty deed duly executed in consideration of the sum of \$10.00 and other valuable consideration, sold and conveyed in fee simple the said above described premises, together with the said above described 40/160 of 200 inches of water in the above described creek, to the said plaintiff herein, and said plaintiff is now and has been ever since said date, the lawful owner and holder of the title in fee simple to said property.

V

That said plaintiff herein on the 7th day of February, 1914, entered into and was possessed of the said above described

premises and water.

IV

That Bernard Lemp, David Clemmens, and David S. Potter and diverse other persons situated on or near the said Dry Creek on the said 14th day of December, 1911, and prior thereto, and at all times mentioned in this amended complaint, had lawful right and paramount title to the said above described water and the said water right and to the use of same for irrigation and domestic purposes; and that by virtue thereof, after the execution of the said deed by the said defendant, Henry Erdelbrock, and after plaintiff had been possessed of the said above described premises and water and water right, entered upon the possession of the said water and water right and ousted and dispossessed the said plaintiff of same, and rightfully and lawfully kept and still keeps the plaintiff from the possession of same, and that by reason thereof plaintiff has suffered damages in this; that plaintiff has expended large sums of money, many months of his time in tilling and cultivating the above described land and preparing the same for the planting of crops in the years 1914 and 1915, and in constructing and repairing irrigating ditches, and in making valuable improvements thereon during the time that said plaintiff has been possessed of said land, but by reason of the breach of the covenants in said deeds hereinbefore mentioned by the said defendants, said crops did not mature in said seasons, and the said money expended, and the improvements made thereon and the labor done has been a total loss to the said plaintiff to his damage in the sum of Two Thousand (\$2000.00) Dollars.

VII

That by reason of the breach of the covenants of the warranty deeds hereinbefore alleged, plaintiff has been compelled

to lay out and expend large sums of money in litigation affecting the above described premises and has been compelled to employ an attorney to protect his rights in the above described premises and has agreed to pay for said services the sum of Five Hundred (\$500.00) Dollars, which is a reasonable attorney's fee in said proceeding.

VIII

That by reason of the breach of the covenants of the defendants as hereinbefore alleged, plaintiff has been damaged in the sum of Eight Thousand (\$8000.00) Dollars.

Wherefore plaintiff demands judgment against the said defendants:

First: For the sum of Ten Thousand (\$10,000.00) Dollars damages, together with interest thereon from the 7th day of February, 1914, to date.

Second: For Five Hundred (\$500.00) Dollars attorney's fees and costs of suit.



Attorney for Plaintiff
residing at Boise, Idaho.

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA.

Herman F. Andregg,
Plaintiff,

vs.

A. F. McConnel and
Elmer McConnel, husband
and wife, and Henry
Erdelbrock,
Defendants,

J U D G M E N T.

This cause having heretofore come on for trial and the plaintiff appearing in proper person and by Messrs. P. E. Cavaney and John Jackson, his attorneys, and the defendants appearing in proper person and by Messrs. S. L. Tipton and Barber & Davison, their attorneys, and a jury of eight good and lawful men having been impaneled from the body of Ada County, pursuant to a stipulation of the parties hereto to try said cause to a jury of eight qualified men; and the issues all and singular having been to said jury submitted, and the jury having heard the evidence and the instructions of the court and having retired to consider their verdict and having returned into the court their verdict in words and figures the following:

"We the jury in the above entitled cause find for the defendant"

It is therefore considered and adjudged that plaintiff take nothing by his said action and that the defendants be discharged and permitted to go hence without day, and that the defendants have and recover from the plaintiff their costs and disbursements in this behalf laid out and expended, and taxed in the sum of \$ 3/00.

This the 30th day of March, 1916.

Barclay Davison
Judge of said court.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	01E	34	SE	SW		IRR	40.0
Section Acres							40.0
Total Acres							40.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

A63-02963 G.W.RIGHT CLAIMED.DITCH RIGHTS-CAPITOL VIEW IRR.DIST.

14. Remarks:

THIS RIGHT IS BEING CLAIMED IN LIEU OF LICENSE 63-2284, COPY OF WHICH IS ATTACHED. THE PRIORITY DATE FOR THE CLAIM IS BASED UPON THE INFORMATION CONTAINED IN THE COURT DOCUMENTS, COPIES OF WHICH ARE ATTACHED, REGARDING A RIGHT FROM DRY CREEK WHICH PRECEDED THE PRIORITY OF THE LICENSE. CLAIMANT IS OBTAINING A COPY OF THE RIGHT FROM THE COURTHOUSE, FROM BOOK 1, PAGE 178 OF WATER RIGHTS, WHEN AND IF AVAILABLE.

15. Basis of Claim: BENEFICIAL USE

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): Elaine V. Hanson Date: 9-7-89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of SEPTEMBER 19 89
James E. Sully
Notary Public

Seal

Residing at BOISE, ID
My Commission Expires 11/08/1994

Receipt Details for ID C011144

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
9/7/1989 12:12:16 PM	9/7/1989	State	\$50.00	Check
Payer	HANSON,ROBERT OR ELSIE			

Account Information:

Check #	Account #	Credit Card Name	Authorization #
5435			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE**Fee Detail:**

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$50.00	ADJUDICATION FEE	410162	9337	0	0	6490

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	18591		\$50.00	Claim

[Print Report](#)

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

RIGHT NUMBER: 63-32588

NAME AND ADDRESS: BUCKSKIN SUBDIVISON HOMEOWNERS ASSOCIATION
3300 N SADDLEMAN PL
EAGLE ID 83616

SOURCE: DRY CREEK

TRIBUTARY: BOISE RIVER

QUANTITY: 0.700 CFS

Use of this right with Right No. 63-32586 is limited to a total combined diversion rate of .9 cfs.

PRIORITY DATE: 07/31/1905

POINT OF DIVERSION:

T05N R01E S34 SESW Within ADA County

T05N R01E S34 NESE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.700 CFS

PLACE OF USE:

IRRIGATION in ADA County

T05N R01E S34 SESW 35.00

35 ACRES TOTAL

Use of this right with Right No. 63-32586 is limited to the irrigation of a combined total of 45 acres in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

This right is a split from former right 63-18591 .

Use of this right is combined with water from Capital View Irrigation Inc.

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	)	Water Rights: 63-18591 (Split)
	)	63-32588, 63-32589
Case No. 39576	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE
_____	)	PROCEEDING

IDWR has completed the following administrative proceeding:

- ☐ Address change
- XX Substitution of Party
- ☐ IC § 42-222 transfer
- | | |
|---|--|
| ☐ Point of diversion | ☐ Place of use |
| ☐ Period of use | ☐ Nature of use |
| ☐ Split of water right | ☐ Change in ownership |
| ☐ Other | |
- ☐ IC § 42-219 license

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 Report(s)* for said water right(s). 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: December 21, 2006



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on December 21, 2006, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court	☐	overnight mail
Snake River Basin Adjudication	☒	regular mail
P.O. Box 2707	☐	hand-delivered
Twin Falls, ID 83303-2707	☐	facsimile

2. Copies to:

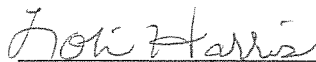
Clive Strong	☐	overnight mail
Off ice of the Attorney General	☒	regular mail
P.O. Box 44449	☐	hand-delivered
Boise, ID 83711-4449	☐	facsimile

United States Dept of Justice	☐	overnight mail
Environment & Natural Resource Div	☒	regular mail
550 West Fort Street MSC 033	☐	hand-delivered
Boise ID 83724	☐	facsimile

3. Copies to all parties to the subcase:

Buckskin Subdivision Homeowners Assoc.	☐	overnight mail
3300 N Saddleman Pl	☒	regular mail
Eagle ID 83616	☐	hand-delivered
	☐	facsimile

Gary Davis	☐	overnight mail
Dee Davis	☒	regular mail
2452 E Beacon Light Rd	☐	hand-delivered
Eagle ID 83616	☐	facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

December 21, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

BUCKSKIN SUBDIVISION HOMEOWNERS ASSOCIATION
3300 N SADDLEMAN PL
EAGLE ID 83616

Re: Original Notice of Claim to a Water Right No. 63-2963, 63-18591
Renumbered to Notice of Claim to a Water Right No. 63-32586, 63-32588

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of your Claim to a Water Right Number as referenced above. This change of ownership resulted in a split of the original claim.

When a portion of the original water right claim has been conveyed to another and the original right has been split, then the original claim number is renumbered by issuing a new water right number to represent each split. Each split contains only the portion of the original right for each separate owner. The above referenced new claim number reflects your remaining portion of the original claim after the change of ownership. Enclosed is a copy of this new water right for your records. Please refer to your new claim number when corresponding with our office.

Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning this ownership change, or the enclosed information, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH: lh
Enclosures

Idaho Department of Water Resources

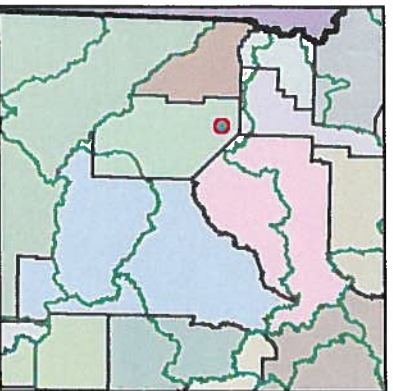


SRBA Recommendation:

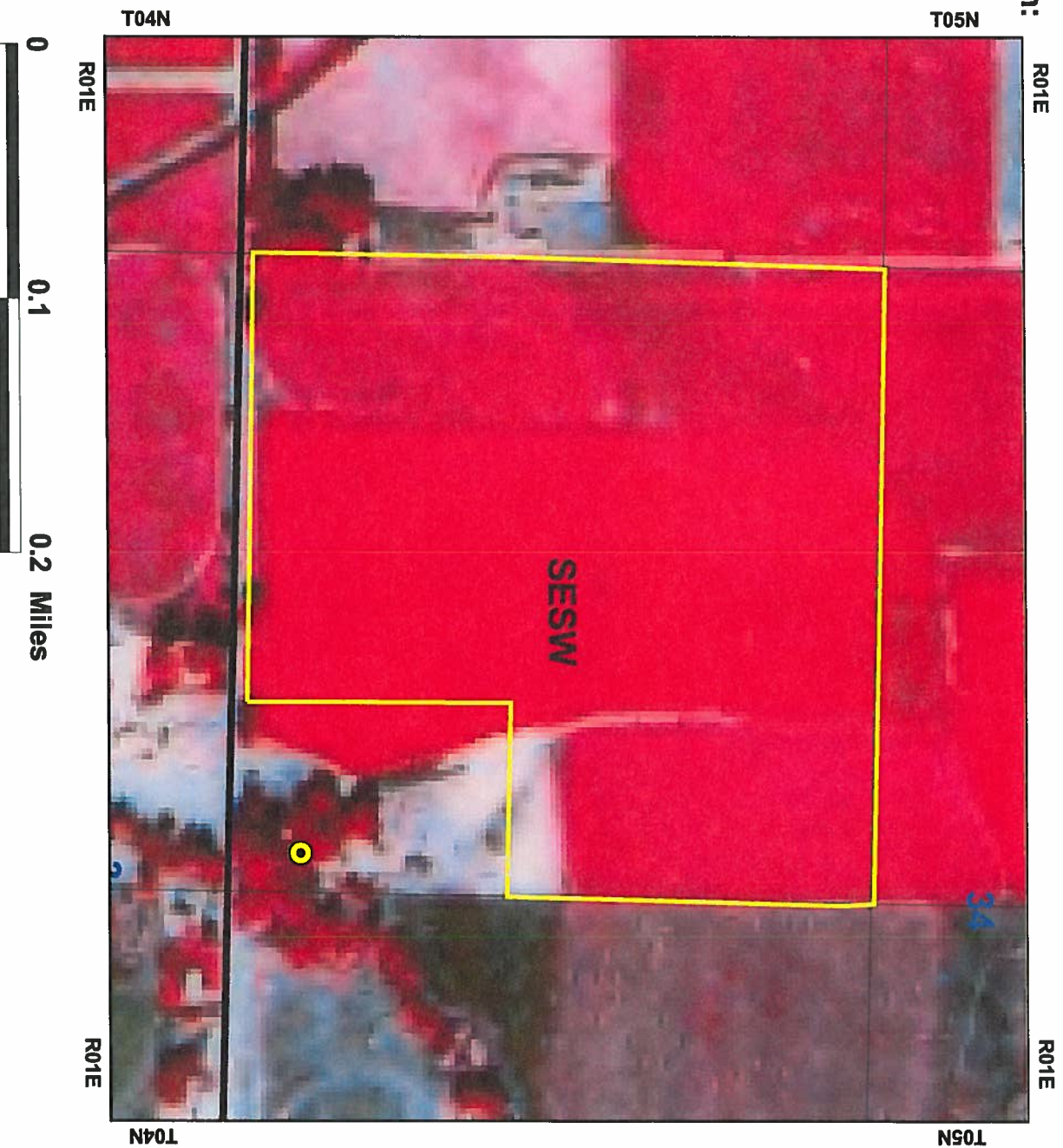
63-32588
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Ada County
IDWR Basin 63



Prepared by V. Music
On Friday, March 23, 2007
1987/88 Aerial Photography