

05/18/2007

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

RIGHT NUMBER: 63-32329

NAME AND ADDRESS: POEN LAND TRUST
C/O TYLER ROBERTS
9862 SLEEPY HOLLOW LN
BOISE ID 83714

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.180 CFS
40.50 AFY

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 11.15 CFS. COMBINED RIGHT NOS.: 63-7426,
63-7430A, 63-7430D, 63-31321, 63-31322, 63-31744, 63-32160, 63-32117,
63-32118, 63-32119, 63-32328, 63-32329.

PRIORITY DATE: 05/10/1971

POINT OF
DIVERSION:

T01N R01E S18 SESWSW Lot 4 Within ADA County
T01N R01E S19 NWNESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.180 CFS 40.50 AFY

The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION in ADA County

T01N R01E S18 Lot 4 SESW 9.00

9 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Property is also known as Lot 3, Blk 1, Esther Estates Subdivision.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

This right is a split from former right 63-32159 .

Egbert, Sandy

From: Meredith Taylor [mtaylor@srba.state.id.us]
Sent: Friday, May 18, 2007 10:50 AM
To: Shurte, Jan
Cc: Harvey, Becky; Egbert, Sandy
Subject: RE: Basin 63 Water Right Inquiries

Thank you, Jan. With regards to water right 63-32329, we will go ahead and delete the reference to domestic and issue a partial. With regards to water right 63-18188, please send us a letter with the acre foot per year limitation and we will do a Notice of Court's Intent.

Sincerely,

Meredith

From: Shurte, Jan [mailto:Jan.Shurte@idwr.idaho.gov]
Sent: Wednesday, May 16, 2007 1:53 PM
To: Meredith Taylor
Cc: Harvey, Becky; Egbert, Sandy
Subject: RE: Basin 63 Water Right Inquiries

Meredith,

The answers to your questions are:

1- No there should not be a limiter on this right. The claimant paid the appropriate fee for a large domestic and the 13,000 gpd limiter is only used on exempt domestic uses. This means we need to delete both the 13,000 gpd limiter and the remark that states "The quantity of water decreed for this right is not a determination of historical beneficial use". Then we will need to add an acre foot per annum amount as this is a large domestic groundwater right.

2- This right is a result of a right which was split in half five times. The domestic use code was on the original and left attached to this right, without any elements, in error. There is no domestic component that should be attached to this split of the original right.

I spoke with our paralegal, Becky Harvey, concerning how to handle these changes. She suggested that in order to change #1 we would need to create a corrected recommendation deleting the conditions and adding the acre foot amount which she would then send to the Court with a cover letter. For #2 we were hoping we could both omit the reference to domestic as it is a data entry error from the splitting of the water right. Would you need a corrected recommendation for this one also?

Thanks for notifying us of these errors. We would rather fix them now then later. Just let me know which direction you would like to take on the corrected recommendations.

Thank you,

Jan Shurte
Adjudication Supervisor
IDWR Western Regional Office
(208) 334-2190

-----Original Message-----

5/18/2007

From: Meredith Taylor [mailto:mtaylor@srba.state.id.us]

Sent: Monday, May 14, 2007 2:49 PM

To: Shurte, Jan

Cc: Eric Wildman

Subject: Basin 63 Water Right Iquiries

Dear Ms. Shurte,

Per the direction of my supervisor, I am contacting you to learn the following:

- 1) Should there be a 13,000 gallon/day limiter included on the Partial Degree for water right 63-18118?
- 2) What are the elements for the domestic component of water right 63-32329?

Please feel free to contact Eric Wildman, Staff Attorney at the SRBA, with any questions at (208) 736-3011.

Thank you for your time and attention to this matter.

Sincerely,

Meredith A. Taylor
SRBA, Law Clerk

5/18/2007

Egbert, Sandy

From: Shurte, Jan
Sent: Thursday, May 17, 2007 3:42 PM
To: Egbert, Sandy
Cc: Shurte, Jan
Subject: FW: Basin 63 Water Right Inquiries

Sandy - Would you please revise the recommendation for 63-18118 entitling it Corrected Recommended Water Rights Acquired State Law at the top of the Recommendation as described below. The acre foot amount could be computed using the 1.2 af per home if they have lawns. Then please remove the domestic use from 63-32329 with a comment. Since these have not been objected to I would suggest changing the Version 1's with comments for both. If you have any questions, please let me know. Thanks, Jan

-----Original Message-----

From: Harvey, Becky
Sent: Thursday, May 17, 2007 12:07 PM
To: Shurte, Jan
Subject: RE: Basin 63 Water Right Inquiries

Jan - could you email the revised rec over to me please? Thanks.

-----Original Message-----

From: Shurte, Jan
Sent: Wednesday, May 16, 2007 1:53 PM
To: 'Meredith Taylor'
Cc: Harvey, Becky; Egbert, Sandy
Subject: RE: Basin 63 Water Right Inquiries

Meredith,

The answers to your questions are:

1- No there should not be a limiter on this right. The claimant paid the appropriate fee for a large domestic and the 13,000 gpd limiter is only used on exempt domestic uses. This means we need to delete both the 13,000 gpd limiter and the remark that states "The quantity of water decreed for this right is not a determination of historical beneficial use". Then we will need to add an acre foot per annum amount as this is a large domestic groundwater right.

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Thank you,

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5/18/2007

Adjudication Supervisor
IDWR Western Regional Office
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SRBA, Law Clerk

5/18/2007

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

RIGHT NUMBER: 63-32329

NAME AND ADDRESS: POEN LAND TRUST
C/O TYLER ROBERTS
9862 SLEEPY HOLLOW LN
BOISE ID 83714

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.180 CFS
40.500 AFY

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 11.15 CFS. COMBINED RIGHT NOS.: 63-7426,
63-7430A, 63-7430D, 63-31321, 63-31322, 63-31744, 63-32160, 63-32117,
63-32118, 63-32119, 63-32328, 63-32329.

PRIORITY DATE: 05/10/1971

POINT OF DIVERSION:

T01N R01E S18 SESWSW Lot 4 Within ADA County

T01N R01E S19 NWNESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
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DOMESTIC

IRRIGATION	03/15 11/15	0.180 CFS 40.50 AFY
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The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within ADA County

T01N R01E S18 Lot 4 SESW 9.00

DOMESTIC same as IRRIGATION

9 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

This right is a split from former right 63-32159 .

**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- 32159 (Split)
	)	63-32328, 63-32329
Case No. 39576	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE
_____	)	PROCEEDING

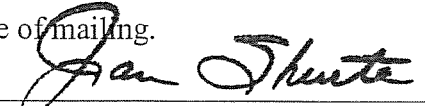
IDWR has completed the following administrative proceeding:

- ☐ 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: June 16, 2006



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on June 16, 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:

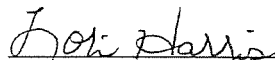
Clive Strong	☐ overnight mail
Off ice of the Attorney General	☒ regular mail
P.O. Box 44449	☐ hand-delivered
Boise, ID 83711-4449	☐ facsimile

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:

Wayne Craig	☐ overnight mail
Esther Craig	☒ regular mail
2200 Poen Rd	☐ hand-delivered
Kuna ID 83634	☐ facsimile

Poen Land Trust	☐ overnight mail
c/o Tyler Roberts	☒ regular mail
9862 Sleepy Hollow Ln	☐ hand-delivered
Boise ID 83714	☐ 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

June 16, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

POEN LAND TRUST
C/O TYLER ROBERTS
9862 SLEEPY HOLLOW LN
BOISE ID 83714

Re: Original Notice of Claim to a Water Right No. 63-32159
Renumbered to Notice of Claim to a Water Right No. 63-32329

Dear Sir or Madam:

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

cc: Scott King-SPF Water Engineering

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 63-32329
Date Received: 9/6/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

POEN LAND TRUST Phone: (208)859-8820
C/O TYLER ROBERTS
9862 SLEEPY HOLLOW LN
BOISE ID USA 83714

2. Date of Priority: 05/10/1971

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot				County	Type
01N	01E	18	SE	SW	SW	4	ADA	
01N	01E	19	NW	NE	SW		ADA	

5. Description of diverting works:

430 FT DEEP WELL, 20 INCH CASING WITH PUMP AND PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.18	40.5

7. Total Quantity Appropriated is:
0.18 C.F.S. and/or 40.5 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	01E	18	SE	SW 4	IRRIGATION	9
Section Acres						9
Total Acres						9

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:

14. Remarks:

This right is a split from former right 63-32159 .

Property is also known as Lot 3, Blk 1, Esther Estates Subdivision.

15. Basis of Claim: License

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

JUN 13 2006

WATER RESOURCES
WESTERN REGION

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
63-7430	63-32159	<u>X</u>			

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) Wayne W Craig and Ester Craig
2200 Poen Rd Kuna, ID 83634
4. New Owner/Claimant(s) Poen Land Trust c/o Tyler Roberts
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 9862 Sleepy Hollow Ln
- City, State and ZIP Code Boise, ID 83714
- New Telephone Number (208) 859-8820
5. Date you acquired the property 1/13/2006

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

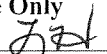
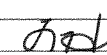
DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>63-32159</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.18 cfs / 40.5 afa</u>	<u>Irrigation. 9 acres</u>
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	<u>0.18 cfs / 40.5 afa</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT		
(If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s) 
(include title if applicable) Manager of Baro Enterprises, LLC ; Trustee of Paen Land Trust

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

For Office Use Only

Received by  Date 6-13-06 Fee N/A
 Receipted by _____ Date _____ Receipt No. _____
 Processed by  AJ Date 6-14-06 WR _____ Date _____

63-32159 SPLIT ANALYSIS

snk 6/4/2006

After Transfer

ACRES	% OF RT	CFS	ACRE-FT	OWNERSHIP
9	12%	0.18	40.5	Poen Land Trust (Roberts)
64.6	88%	1.31	290.7	Remainder
0	0%	-	-	
73.6	100%	1.49	331.2	TOTAL

WATER RIGHT ELEMENTS

CFS	1.49
ACRES	73.6
ACRE-FEET	331
CFS/ACRE	0.020
AF/ACRE	4.50



22.

2

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

BECKY BALDWIN/POEN LAND TRUST
P.O. BOX 140752
BOISE, ID 83714

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/26/06 11:37 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Title One

AMOUNT 6.00 2



106013078

5600341 JSA0735

Trustee's Sale No: 02-FFA-39898



TRUSTEE'S DEED

FIDELITY NATIONAL TITLE INSURANCE COMPANY, as Successor Trustee under the Deed of or Transfer in Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to POEN LAND TRUST, (herein called Grantee), whose address is P.O. BOX 140752, BOISE, ID 83714, all of the real property situate in the County of ADA, State of Idaho, described as follows:

LOT 3 IN BLOCK 1 OF ESTHER ESTATES SUBDIVISION, ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED IN BOOK 71 OF PLATS AT PAGES 7301 AND
7302, RECORDS OF ADA COUNTY, IDAHO

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between JAMES M. PATE AND PATRICIA ANN PATE, HUSBAND AND WIFE, as Grantor(s), to TRANSNATION TITLE & ESCROW, INC., as Trustee, in favor of FREMONT INVESTMENT & LOAN, as Beneficiary, dated 4/6/1999, recorded 4/13/1999, under Instrument No. 99036004, Mortgage records of ADA County, IDAHO, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

- (a) Default occurred in the obligations for which said Deed of Trust was given as security and the beneficiary made demand upon the said Trustee to sell said property pursuant to the terms of said Deed of Trust. Notice of Default was recorded as Instrument No. 105107791, ADA County, Idaho Mortgage Records and in the office of the Recorder of each other county in which the property described in said Deed of Trust, or any part thereof is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.
- (b) After recordation of said Notice of Default, Trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said real property, by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to date of sale as Instrument No. 105172713, Instrument No. 105172714, and Instrument No. 105172715, ADA County, Idaho Mortgage Records.
- (c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) supra and of the Affidavits referred to in paragraph (b) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.
- (d) All requirements of law regarding the mailing, personal service, posting, publication and recording of Notice of Default, and Notice of Sale, and of all other notices have been complied with.

- (e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of said property.
- (f) Trustee, at the time and place of sale fixed by said Notice, at public auction, in one parcel, struck off to Grantee, being the highest bidder therefor, the property herein described, for the \$ [REDACTED] subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, advances and costs.

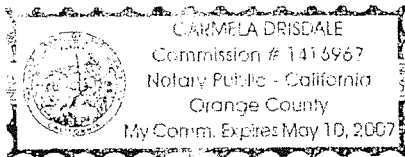
DATED: 1/13/2006.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
Trustee

By A. Fragassi
A. FRAGASSI VP
(Name) (Title)

STATE OF CA)
) ss.
COUNTY OF ORANGE)

1/25/
On 1/13/2006, before me a Notary Public in and for said State, personally appeared —
A. FRAGASSI, known and identified to me to be the —
of the corporation who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Carmela Drisdale
NOTARY PUBLIC in and for the State of CA
residing at: Orange
My commission expires: 5/10/07

DECLARATION OF TRUST

(1) PURPOSE OF THE LAND TRUST.

This Revocable Trust Agreement, dated January 13, 2006, known as the

"Poen Land Trust"

certifies that **Baro Enterprises, LLC.** with an address of 9862 W. Sleepy Hollow Ln., Boise, Idaho 83714 hereinafter referred to as "Trustee" and including all successor trustees, shall accept title subject to taxes, assessments, liens, charges and encumbrances of record for the real property listed by assessor's parcel number on Schedule "A", attached hereto and made a part hereof. When the Trustee takes title to any property conveyed, the Trustee shall hold it and any proceeds, profits, and avails thereof received, in trust, for the ultimate use and benefit of the Beneficiaries, as designated on attached Schedule "B", and their successors or assigns.

The power of direction as provided herein may be given to a person, corporation, or other legal entity, upon the written designation of a majority in interest of the Beneficiaries then entitled to direct the Trustee in the disposition of the trust properties, regardless of whether or not such recipient of the power of direction shall be a Beneficiary. The Trustee shall not be required to inquire into the propriety or purpose of direction.

The objects and purposes of this Trust shall be to hold title to the trust properties and to protect and conserve them until sale or liquidation. The Trustee shall not manage or operate the trust properties, nor undertake any activity not strictly necessary to the attainment of the foregoing objects and purposes; nor shall the Trustee transact business regarding trust properties which may be, or which may create or evidence the existence of a Massachusetts Business Trust; or a Corporation; or an Association between the Beneficiaries, or by and between the Trustee and the Beneficiaries.

(2) INITIAL DIRECTION

The first Situs or Domicile, and thereby the interpretational laws under which this Trust Organization shall be construed, shall be IDAHO, but may be changed by the Trustee to any other location as shall be deemed prudent, wise, necessary, or appropriate. The Trustee may also change the Trust Administration, at any time, from the current location of the properties.

The acceptance and signing of this Indenture by the First Trustee shall constitute the initial Trusteeship, and the signing and acknowledging of an addendum to this trust by any subsequently appointed Trustee shall constitute acceptance of the Indenture and the trust estate properties in the same manner as the First Trustee, and the assets and emoluments thereof shall immediately vest in any new Trustee, as a fiduciary, without further act or conveyance, except as may be required by local law.

(3) POWERS AND DUTIES OF THE TRUSTEE.

Initials: Grantor(s) (TR) Beneficiary(ies) (TR) Trustee (TR)
Poen Land Trust - Trust Agreement Page 1 of 11

The Trustee is the sole owner of record of real and/or other properties held hereunder, and as such is granted full power and authority with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time in possession or reversion by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 30 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

It is understood that the Trustee shall deal with said property only when authorized in writing to do so, and that notwithstanding any change in the Beneficiary hereunder, will, upon direction of a majority in interest of the Beneficiaries, or any successors in interest, perform any of the functions herein described. The Trustee shall not be required without its consent to enter into any personal obligation or liability in dealing with said trust properties, or to make itself liable for any damages, costs, expenses, fines, or penalties, unless such are paid for in advance by the Beneficiaries.

(4) RELIANCE BY THIRD PARTIES ON AUTHORITY OF THE TRUSTEE.

In no case shall any party dealing with said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of the delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust's conditions and limitations contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease mortgage or other instrument.

(5) REIMBURSEMENT AND INDEMNIFICATION OF THE TRUSTEE.

Initials: Grantor(s) (TR)() Beneficiary(ies) (TR)() Trustee (TR)
Poen Land Trust - Trust Agreement Page 2 of 11

In the event that the Trustee shall make any advance of money on account of this Trust or shall be made a party to any litigation on account of holding title to real estate in connection with this Trust, or in case the Trustee, either personally or as a Trustee, shall be compelled to pay any sum of money on account of this Trust or any properties included therein, whether on account of breach of contract, injury to personal property, fines, or penalties under any law or otherwise, the Beneficiaries, in accordance with their respective interests hereunder will, on demand, pay to the Trustee, with interest thereon at the rate of ten percent (10%) per year, all such disbursements, advances, or payments made by the Trustee, together with the Trustee's expenses, including reasonable attorney's fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred for any reason whatsoever as a result of this Agreement.

The Trustee shall not be required to advance or to pay any money on account of the Trust, or to commence or defend any legal proceedings involving this Trust or any properties of interest hereunder unless the Trustee shall be furnished with funds sufficient to be satisfactorily indemnified in respect thereto.

(6) COMPENSATION OF THE TRUSTEE.

The Trustee may receive reasonable compensation for services to this Trust and shall be entitled to reimbursement of expenses reasonable incurred. The specific amount, form, and manner of any compensation shall be reflected in Schedule "C", which, if applicable, is attached hereto as a part of this Agreement, which Schedule may be modified, upon occasion, by the approval of the Trustee and a majority in interest of the Beneficiaries, or any successors in interest. The Trustee is not obligated to advance any sums on behalf of the Trust, but may do so. All of the charges and fees of the Trustee shall be a lien upon the whole of the Trust Estate prior to any rights of the Beneficiaries; and the Trustee shall not be required to convey any rights of the Beneficiaries; and the Trustee shall not be required to convey any of the trust properties to any person whomsoever, nor shall the Trust terminate unless all indebtedness, including interest thereon, shall have been fully paid.

If said amount as required herein and as required in paragraph (5) are not paid within sixty (60) days after demand, the Trustee is authorized and directed, without further notice, to sell at public or private sale and to convey title on sufficient properties of the Trust to pay for said fees, expenses, and advances, including any additional charges and Trustee compensation which may arise as a result of the sale; and after such sale, to pay the balance thereof to the Beneficiaries in proportion to their respective interests.

(7) RESIGNATION AND REPLACEMENT OF THE TRUSTEE.

The Trustee may resign at any time by sending a notice of intention to do so by certified mail to each Beneficiary hereunder at his or her last known address. In the event of the Trustee's resignation, a successor Trustee shall be appointed by a majority in interest of the Beneficiaries then entitled to direct the Trustee. A trust minute shall be lodged with the trust records, and also with the resigning Trustee, and shall have written thereon the acceptance of such successor Trustee and the resignation of the resigning Trustee, and both shall sign as Co-Trustees with the date written thereon.

In the event no successor Trustee is appointed as provided within sixty (60) days from the date of such resignation, the resigning Trustee may convey the trust properties to the Beneficiaries in accordance with their respective interests, and this Trust shall terminate; or the Trustee may apply for appropriate relief in any court of competent jurisdiction.

Notwithstanding any thing herein contained to the contrary, in the event that the Trustee shall die or become incapacitated, OR shall undergo a merger, reorganization, or dissolution, or if the Trustee shall become unwilling or unable to act for any reason, the following, in order of their listing (provided the same shall be willing and able to act), shall be appointed as the successor Trustee with the same powers and duties as the predecessor Trustee:

1st Choice: (none)

In the event that the above is not available to serve as the successor Trustee, or in the event that no choices have been so designated herein, then a majority in interest of the Beneficiaries entitled to direct the Trustee may appoint a successor Trustee. A Beneficiary hereunder may be named as a successor Trustee. In the event that a successor Trustee is appointed, a copy of the trust minutes showing the new appointment and the resignation of the prior Trustee may be recorded in the county or counties wherein properties held are located; said recording shall include assessors parcel number and shall act to vest title in the successor Trustee, with all the same powers and duties as the prior Trustee, and all other provisions of the Trust shall remain in effect.

Notwithstanding the resignation or replacement of the Trustee, the former Trustee (and the Trustee's estate, if applicable) shall continue to have a lien on all trust properties, prior to any Beneficiary's rights for the unpaid costs and expenses, including reasonable attorney's fees, and for reasonable compensation as provided for in this Agreement. The Trustee shall be under no obligation to make any deed, mortgage, lease, or conveyance of the real estate, or to enter into any contractual obligation with respect to the real estate or any other trust properties, until its fees are paid and its expenses reimbursed, or until such fees and expenses are satisfactorily secured.

(8) NON-LIABILITY OF THE TRUSTEE.

Any obligation incurred by the Trustee shall be the obligation of the Trust only, and shall not under any circumstance be the individual obligation of the Trustee, unless said Trustee specifically consents in writing to such liability. No Beneficiary hereunder shall have any authority to contract for or in the name of the Trustee, or to bind the Trustee personally, unless consent thereto is first obtained in writing.

The Trustee shall not be called upon to do anything with respect to the management or control of trust properties, the payment of assessments, insurance, taxes, or litigation, except on written direction of the Beneficiary(ies) as provided herein, and only after the payment to the Trustee of all monies necessary to carry out said instructions.

(9) TAX RETURNS.

Initials: Grantor(s) (TR)() Beneficiary(ies) (TR)() Trustee (TR)
Poeh Land Trust - Trust Agreement Page 4 of 11

The Beneficiaries shall individually report and pay any and all taxes on the earnings, avails, and proceeds of the trust properties arising out of their respective interest hereunder. If it is necessary to file informational returns under the Internal Revenue Code, the Trustee shall not be obligated to prepare such returns, although the Trustee shall, if necessary, sign such informational returns.

(10) LIMITATION OF DISCLOSURE OF BENEFICIARIES.

The Trustee shall not disclose the identity of Beneficiaries of this Trust, nor shall any Beneficiary disclose the identity of any other Beneficiary of this Trust, except insofar as such disclosure may nor or hereafter be required by law or upon order of a court having competent jurisdiction over this Trust, or unless permission to disclose is received in writing from such Beneficiary. Any disclosing party shall be responsible to the identified party for any losses or damages sustained by the identified party as a result of such disclosure in contravention of this paragraph.

(11) INTEREST OF BENEFICIARIES AS PERSONALTY.

It is understood and agreed by and between the Trustee and any person or personas who have or may become entitled to any interests under this Trust, that the interests of any such Beneficiary hereunder shall consist solely of a power of direction to deal with title to the trust properties, and the right to receive or direct the disposition of the proceeds from the rentals and from the mortgages, sales, or other disposition of said premises, and the right to lease, manage, and control said property as provided.

No Beneficiary now has, or shall hereafter at any time have, any right, title, or interest in or to any proportion of said real estate as such, either legal or equitable, or in any other trust properties, but only an interest in the earnings, avails, and proceeds; it being the intention of this instrument to vest the full legal and equitable title to the trust properties in the Trustee. No Beneficiary shall have the right to require partition of trust properties.

The right in the avails and proceeds of the properties shall be deemed to be personal property and may be treated, assigned, and transferred as personal property, and will be so treated for all purposes. In case of the death of any Beneficiary hereunder during the existence of this Trust, such Beneficiary's right and interest shall be null and void, and the Trustee shall reconvey the Beneficial Assignment per instructions, or if none were given, then Assignment therein will be divided pro rata to any Heirs, or to other Beneficiaries at the Trustee's discretion.

(12) DEATH OF A BENEFICIARY.

The death of any individual Beneficiary, or the merger, reorganization, or dissolution of any Corporation, Partnership or other form of Beneficiary hereunder, shall not terminate the Trust nor in any manner affect the powers of the Trustee hereunder.

(13) NOTICE OF ASSIGNMENT OF BENEFICIAL INTEREST.

No assignments of interest hereunder by a Beneficiary shall be binding on the Trustee until the original or duplicate copy of any such assignment, in such form as the Trustee may approve, is delivered to the Trustee and Trustee's acceptance is indicated thereon. Any assignment not so

Initials: Grantor(s) (TR)() Beneficiary(ies) (TR)() Trustee (TR)
Poen Land Trust - Trust Agreement Page 5 of 11

delivered to the Trustee shall be void as to all subsequent assignees or purchasers without notice. The Trustee shall maintain a Beneficiary Name and Address List and will revise such list to reflect any changes in ownership.

No assignment of any interest that includes the power to direct the Trustee to convey or otherwise deal with trust properties shall be valid without the written approval of a majority in interest of the other Beneficiaries who possess such power of direction. Any person who is vested with such power of direction, but who is not a Beneficiary hereunder, shall not assign such power without the written consent of all of the Beneficiaries.

Assignments evidencing the interests of the Beneficiaries may be issued by the Trustee in such form as it may approve. In the event such an assignment of an interest shall be accomplished, it shall be valid only upon the prior surrender herewith of a valid document to the Trustee with a proper endorsement thereon, as may be required by the Trustee; however, the use of such document shall not be required herein, if such issuance or use would subject the Trust, the Trustee, or the Beneficiaries to state or federal securities regulations from which economical and non-restrictive exemptions from said regulations would not be readily obtainable

(14) RESTRICTIONS ON TRANSFERS OF BENEFICIAL INTEREST.

Any holder of a beneficial interest hereunder desiring to sell or dispose of said beneficial interest, or any portion thereof, at any time, must first offer to sell said interest to the other beneficial interest holders according to their respective proportionate beneficial interest. The beneficial interest must be offered at the same price as the highest written good faith offer by a third party to purchase such interest, or at another price mutually agreed upon by the parties. An option for the purchase of said interest shall be given to the remaining beneficial interest holders for a period of thirty (30) days.

If said option is not accepted within the thirty-day period, the beneficial interest may then be offered to any third party; provided that the other beneficial interest holders hereunder are given an option for an additional period of ten (10) days to meet the price and terms at which it is proposed to sell said interest to the third party. If the beneficial interest holders meet said price, the sale shall be made to them for a lump-sum payment in cash or upon other mutually agreeable terms, within ten (10) days after the exercise of the subsequent option.

This shall not interfere with the right of any beneficial interest holder to transfer a beneficial interest by will or by gift. The beneficial interest, however, shall be subject to this provision in the hands of all future beneficial interest holders, including heirs, executors, administrators, personal representatives, donees, successors, and assigns.

The terms of this provision respecting the transferability of beneficial interests hereunder may be modified, in writing, by agreement of all of the beneficial interest holders.

(15) ADDITION OF OTHER PROPERTY TO THE TRUST.

Additional properties may be conveyed to the Trustee, and such properties and the proceeds thereof shall be held, dealt with, and disposed of under the terms of this Agreement and in the same manner as the properties specifically described herein. The terms and conditions of the

Initials: Grantor(s) (TR)() Beneficiary(ies) (TR)() Trustee (TR)
Poen Land Trust - Trust Agreement Page 6 of 11

assignment or deed or other manner of transaction by which any properties are conveyed to the Trustee hereunder, shall constitute and be construed as a part of this Agreement. The Trustee shall maintain Schedule "A", attached hereto and made a part hereof, and which Schedule shall identify all properties held by this Trust.

(16) PROHIBITION AGAINST RECORDATION.

This Trust Agreement shall not be placed on record in the Recorder's office of the county in which the Trust property is situated or elsewhere. However, in the event that any such recording shall occur, said recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of the Trustee.

(17) AMENDMENT, MODIFICATION, OR TERMINATION OF AGREEMENT.

This Trust Agreement is expressly revocable but may not be amended or terminated except by a written agreement signed by the Trustee and all of the Beneficiaries or their designees, or by the termination which may result from the operation of the Paragraph following.

(18) TERMINATION OF THE TRUST.

If the trust properties or any part thereof remains in the Trust twenty-one (21) years after the date this Trust was executed, the Trustee shall give written notice to the Beneficiaries of the proposed termination of the Trust. In the event that an agreement extending the term of this Trust has not been agreed to by all parties within sixty (60) days from the date of such notification, the Beneficiaries in accordance with their respective interests hereunder; or the Trustee, upon written direction of a majority in interest of the Beneficiaries, or their successors in interest, shall then sell the properties at public sale on reasonable notice and divide the proceeds of the sale among all of the Beneficiaries in accordance with their respective interests hereunder.

(19) VALID NOTICE REQUIREMENTS.

Any notice in writing required or permitted to be given to the Settlers or the Beneficiaries by the Trustee or by another Beneficiary will be deemed to have been sufficiently given if personally delivered or mailed in an envelope addressed to such person at the address shown opposite that person's name in the Trustees List, or at such other address as such person may hereafter specify by written notice to the Trustee. Any notice in writing required or permitted to be given to the Trustee will be sufficiently given if delivered to the Trustee at its principal office or at such other address as the Trustee may hereafter specify.

(20) INSURANCE.

The Beneficiaries hereunder agree at all times to carry public liability insurance and such other liability insurance as the Trustee shall deem necessary or appropriate in the circumstances, insuring the Trustee in amounts and form acceptable to the Trustee. In the event of the failure to furnish such liability insurance, the Trustee, after reasonable notice, may procure such insurance, and the Beneficiaries hereunder do hereby jointly and severally agree that they will forthwith on demand pay the Trustee the amount of the premium on said insurance plus interest at the annual rate of ten (10%) percent.

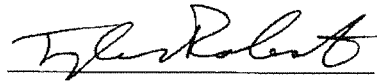
Initials: Grantor(s) (TR)() Beneficiary(ies) (TR)() Trustee (TR)
Poeh Land Trust - Trust Agreement Page 7 of 11

(21) GOVERNING LAW.

This Trust Indenture shall be Resident in and shall be construed and regulated and its validity and effect shall be determined by the laws and regulations of the State of Idaho as such laws may from time to time exist.

IN WITNESS WHEREOF, the undersigned parties have caused this Trust Indenture to be executed on this 13th day of January, 2006, and acknowledge the signing hereof to be a voluntary act and deed.

TRUSTEE:

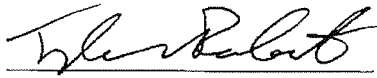


Baro Enterprises, LLC

Trustee of the Poen Land Trust

BY: Tyler Roberts, Manager

BENEFICIARIES:



Baro Enterprises, LLC

BY: Tyler Roberts, Manager

9862 W. Sleepy Hollow Ln.

Boise, ID 83714

GRANTOR(S):



Baro Enterprises, LLC

BY: Tyler Roberts, Manager

9862 W. Sleepy Hollow Ln.

Boise, ID 83714

SCHEDULE "A"

PROPERTY IN TRUST

Parcel Number: R2517270300

Address: 2286 E Poen Rd., Kuna, ID 83634

Legal Description: Lot 3, in Block 1 of Esther Estates Subdivision, according to the official plat thereof, filed in Book 71 of Plats at Page 7301 and 7302, records of Ada County, Idaho.

SCHEDULE "B"

**BENEFICIARIES OF THE
Poen Land Trust**

The initial Beneficiaries of the Poen Land Trust are:

Baro Enterprises, LLC, as to an undivided 100% interest

The undersigned parties have caused this Trust Indenture to be executed on this 13 day of January, 2006, and acknowledge the signing hereof to be a voluntary act and deed.

SIGNED BY:



Baro Enterprises, LLC
By: Tyler Roberts, Manager



APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

(Instructions on back of application)

FILL EFFECTIVE

2004 MAY 12 AM 9:23

STATE OF IDAHO

1. The name of the limited liability company is:

BARO ENTERPRISES, LLC

2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is:

BARO ENTERPRISES, LLC

3. The jurisdiction under whose laws the limited liability company is organized is: NEVADA
and the date of its formation was: SEPT 29, 2003

4. The name and address of the registered agent in Idaho is:

TYLER ROBERTS 962 E VALENCIA STREET BOISE, ID 83706

5. The address of the limited liability company's office in the jurisdiction under whose laws it is organized is:

618 IDAHO STREET, SUITE 2 ELKO, NV 89801

6. The address of the limited liability company's principal office, if other than the address in #5 above, is:

7. The address to which correspondence should be addressed is:

962 E VALENCIA STREET BOISE, ID 83706

8. Signature of a manager, if any, or a member if there are no managers.

Signature

Tyler Roberts

Typed Name

TYLER ROBERTS

Manager ☐ Member ☒

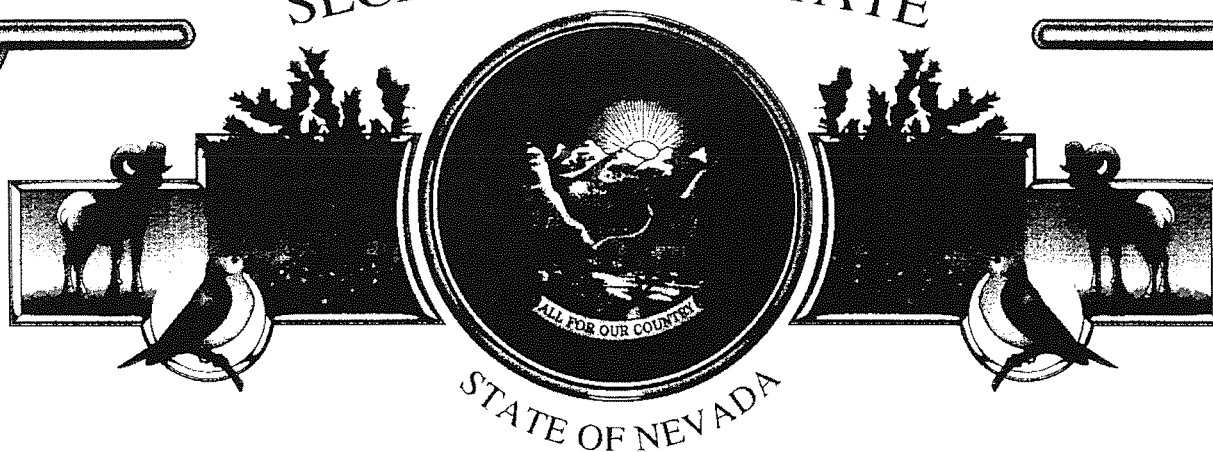
Secretary of State use only

g:\corporate\LLC format\pdp\regform\icm6
Revised 09/2002

IDAHO SECRETARY OF STATE
05/12/2004 05:00
CK: 1489 CT: 174370 BH: 744629
1 @ 100.00 = 100.00 REGFORGLLC # 2

630555

SECRETARY OF STATE

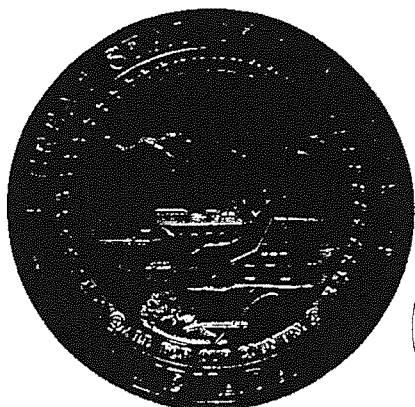


CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **BARO ENTERPRISES, LLC**, as a limited-liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since September 29, 2003, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the Great Seal of State, at my office, in
Carson City, Nevada, on April 13, 2004.



Dean Heller

DEAN HELLER
Secretary of State

By

acqueline urrut
Certification Clerk



RECEIVED

JUN 13 2006

WATER RESOURCES
WESTERN REGION

June 12, 2006

Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Attention: Jan Shurte

Subject: Ownership change for portion of 63-32159 (was 63-7430)

Dear Jan,

Enclosed on behalf of Poen Land Trust is a Notice of Change in Water Right Ownership for a 9-acre portion of water right 63-32159. We request that the right be split and ownership change occur soon so that this portion is decreed to the new owner. Baro Enterprises, LLC is Trustee of Poen Land Trust. Tyler Roberts is an authorized agent of Baro Enterprises LLC and has thus signed the ownership change form. The property can be identified as 2286 E Poen Road, Lot 3 Block 1 Esther Estates, Ada County Parcel R2517270300.

Under separate cover sent attention Steve Lester is an application for transfer of this right seeking to change the point of diversion to the well located on this parcel. Please contact me with any questions or requests for additional information.

Sincerely,

Scott N. King, P.E.
Senior Project Engineer

cc: Poen Land Trust / Tyler Roberts

File: 524.0010

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that Shirley M. Manson

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from March 15 to November 15	at 3.0 cfs and	675.0 acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____
	(both dates inclusive)		

Subject, however, to the condition that no more than 3.0 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 675.0 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 18; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 19; Twp. 1N, Rge. 1E in the County of Ada

Description and location of place of use:

Twp.	Range	Sec.	NEW				NW¼				SW¼				Totals	
			NW	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼		NE¼
1N	1E	19					40	37	33	40						150

Total number of acres irrigated 150

NO Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 4th day of

Director

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 63-32159
Date Received: 9/6/1989
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WAYNE W CRAIG Phone: (208) 922-0435
2200 POEN RD
KUNA ID USA 83634

ESTHER CRAIG Phone: (208) 922-0435
2200 POEN RD
KUNA ID USA 83634

2. Date of Priority: 05/10/1971

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01N	01E	18	SE SW SW 4	ADA	
01N	01E	19	NW NE SW	ADA	

5. Description of diverting works:

430 FT DEEP WELL, 20 INCH CASING WITH PUMP AND PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	1.49	331.2
DOMESTIC	01/01	12/31	0.02	1.2

7. Total Quantity Appropriated is:

1.49 C.F.S. and/or 331.2 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
01N	01E	18	NW	SW	3	IRRIGATION	29
			SW	SW	4	IRRIGATION	28
Section Acres							57
01N	01W	13	SE	SE	4	IRRIGATION	16.6
			Section Acres				
Total Acres							73.6

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:

14. Remarks:

This right is a split from former right 63-31743.

CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.

***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT CLAIMED.

**THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A63-07430B, FEE PAID UNDER RECEIPT NO.

W005499 SB 2/28/00

This claim has been split. See nos. 63-31269 and 63-31270. DB 7/23/2001

This claim is a result in split by ownership change of 63-31269, resulting in new claim nos. 63-31743 and 63-31744. SNK 7/30/2003.

This right is a split from former right 63-32116 .

15. Basis of Claim: License

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
63-32116					

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) Wayne & Esther Craig
2200 Poen Rd Kuna Id. 83634
4. New Owner/Claimant(s) Wayne W. Craig
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address 1556 Poen Road
- City, State and ZIP Code Kuna Id. 83634
- New Telephone Number (208) 283-5669
5. Date you acquired the property 1995

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	45 acre-feet	10 acres
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	45 acre-feet	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

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

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

CRAIG
63-32116
83.6 ACRES
1.69 CFS
376.2 AFY

CRAIG
63-32160
10 ACRES
.20 CFS
45.0 AFY

T1N R1W SEC 13

13

WAYNE CRAIG
10 ACRES

24

After Recording Return To:
 FLAGSTAR BANK, P.S.B.
 ATTN: FINAL DOCUMENTS, MAIL STOP W-530-3
 5151 CORPORATE DRIVE
 TROY, MI 48068

ADA COUNTY RECORDER J. DAVID NAVARRO
 BOISE IDAHO 01/14/04 04:27 PM
 DEPUTY Joanne Hooper
 RECORDED - REQUEST OF
 Transaction Title
 AMOUNT 30.00

10

104004616

Title Order No.: 03000010583
 Escrow No.: 03000010583 PJB
 LOAN #: 999665587

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1000525-9996655874-8

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 30, 2003, together with all Riders to this document.

(B) "Borrower" is WAYNE W CRAIG, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY.

Borrower is the trustor under this Security Instrument.
 (C) "Lender" is MOUNTAIN WEST MORTGAGE.

Lender is a CORPORATION,
 IDAHO.
 ROAD, BOISE, ID 83713.

organized and existing under the laws of
 Lender's address is 1110 NORTH FIVE MILE

(D) "Trustee" is TRANSNATION TITLE & ESCROW, INC.

(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 DECEMBER 30, 2003. The Note states that Borrower owes Lender *****TWO HUNDRED THIRTY NINE THOUSAND AND NO/100 ***** Dollars (U.S. \$239,000.00) 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, 2034.

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

(H) "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.

(I) "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	☐ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

(J) "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.

LOAN #: 999666587

(K) "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.

(L) "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.

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

(N) "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.

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

(P) "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.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(R) "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

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. 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]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

APN #: R5915710400

which currently has the address of 1556 POEN RD, Kuna,

[Street] [City]

Idaho 83634 ("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 foreclose 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 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

QUITCLAIM DEED - NOTARY ACKNOWLEDGMENT(S):

State of Idaho, County of Ada, ss.

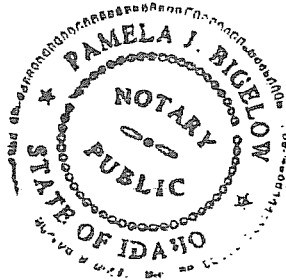
On this 31 day of December in the year of 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared JAYMI L. CRAIG known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Pamela J. Bigelow

Pamela J. Bigelow.

Residing at: Boise, ID

My commission expires: 1-12-06





LandAmerica
Transnation

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/14/04 04:27 PM
DEPUTY Joanne Hooper
RECORDED - REQUEST OF
Transnation Title
AMOUNT 6.00

2



104004615

Escrow No. 0300010583 *PJB*

QUITCLAIM DEED

FOR VALUE RECEIVED

Jaymi L. Craig, spouse of the grantee herein

do(es) hereby convey, release and forever quitclaim unto:

Wayne W. Craig, a married man as his sole and separate property

whose current address is: 1556 Poen Road, Kuna, ID 83634

the following described premises, to-wit:

Lot 4 in Block 1 of MUSTANG ESTATES SUBDIVISION, according to the official plat thereof, filed in Book 68 of Plats at Pages 6949 and 6950, records of Ada County, Idaho.

Date: December 30, 2003

Jaymi L. Craig
Jaymi L. Craig

Notary Acknowledgment - see page 2

95087408

THIS FORM FURNISHED COURTESY OF:

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

ALLIANCE TITLE

'95 NOV 26 PM 2 42

FEE 3.00 REC'D Navarro
RECORDED AT THE REQUEST OF

READ & APPROVED BY GRANTEE(S): _____

SPACE ABOVE THIS LINE FOR RECORDING DATA

{0400}

Order No.: 95057583-EBN-SG

WARRANTY DEED

FOR VALUE RECEIVED WILLIAM W. CRAIG, A MARRIED MAN 1948000115

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto WAYNE W. CRAIG
AND JAYMI L. CRAIG, HUSBAND AND WIFEGRANTEE(S), whose current address is: 1556 E. PCEN ROAD, KUNA, IDAHO 83634
the following described real property in ADA County, State of Idaho, more particularly
described as follows, to wit:Lot 4 in Block 1 of MUSTANG ESTATES SUBDIVISION, according
to the Official Plat thereof, filed in Book 68 of Plats at
Page(s) 6949 - 6950, 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), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from
all incumbrances, 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: November 28, 1995

William W. Craig

STATE OF IDAHO)
COUNTY OF ADA)On this 28th day of November, in the year of 1995, before me, the undersigned, a Notary
Public in and for said State, personally appeared WILLIAM W. CRAIGknown or identified to me 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.Signature: Sherri GrunderName: Sherri Grunder

(type or print)

Residing at: BOISE, ID

My Commission Expires: 06/02/00

9506707U

THIS FORM FURNISHED COURTESY OF:

STEWART TITLE

APR 01 RECORDER
J. DAVID NAVARRO
BOISE ID

STEWART TITLE

'95 SEP 15 PM 3 01

RECORDED AT THE REQUEST OF

READ & APPROVED BY GRANTEE(S):

{0400}

SPACE ABOVE THIS LINE FOR RECORDING DATA

Order No.: 95056236 SL/CS

WARRANTY DEED

1919001110

FOR VALUE RECEIVED WAYNE W. CRAIG and ESTHER M. CRAIG, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto WILLIAM W. CRAIG, a married man as his sole and separate property

GRANTEE(S), whose current address is:
the following described real property in
described as follows, to wit:

ADA

County, State of Idaho, more particularly

Lot 4 in Block 1 of MUSTANG ESTATES SUBDIVISION, according to the Official Plat thereof, filed in Book 68 of Plats at Page(s) 6949 - 6950, 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), 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: September 13, 1995

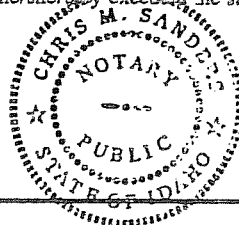
Wayne W. Craig
WAYNE W. CRAIG

Esther M. Craig
ESTHER M. CRAIG

STATE OF IDAHO)
COUNTY OF ADA)

On this 13th day of September, in the year of 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared WAYNE W. CRAIG and ESTHER M. CRAIG

known or identified to me 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.



Signature: Chris M. Sanders

Name: CHRIS M. SANDERS

(type or print)

Residing at: BOISE, ID

My Commission Expires: 09/14/96

C. 1/4 CORNER
SECTION 13
T. 1 N., R. 1 W. B. M.
(C.P.F. # 94109861)

UNPLATTED

E. 1/4 CORNER
SECTION 13
T. 1 N., R. 1 W. B. M.
(C.P.F. # 94109864)

LEGEND

- INDICATES A 1/2" IRON ROD
- INDICATES A 3/8" IRON ROD
- INDICATES A 1/4" IRON ROD
- INDICATES A 1/8" IRON ROD
- INDICATES A 1/16" IRON ROD
- INDICATES A 1/32" IRON ROD
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- INDICATES A 1/68056473384187695092755907115505702912" IRON ROD
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- INDICATES A 1/544451787073501560742047256924045623296" IRON ROD
- INDICATES A 1/1088903574147003121484094513848091246592" IRON ROD
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- INDICATES A 1/8920298079412249567971897454883563491688448" IRON ROD
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- INDICATES A 1/7136238463529799655895117963906850793350784" IRON ROD
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- INDICATES A 1/4417117718093143475525545941424760746542172228398649259677908992" IRON ROD
- INDICATES A 1/8834235436186286951051

Ask Sindy

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-32116 V1

WATER RIGHT NUMBER: 63-32116 V1

Owner Type Name and Address
Current Owner 17 → WAYNE W CRAIG
 2200 POEN RD
 KUNA, ID 83634
 (208)922-0435

Current Owner ESTHER CRAIG
 2200 POEN RD
 KUNA, ID 83634
 (208)922-0435

10 ac. for grandson

Wayne: 283-5669

Priority Date: 05/10/1971

Basis: License

Status: Active

Source Tributary
GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	1.670 CFS	376.20 AF
DOMESTIC	01/01 to 12/31	0.020 CFS	1.20 AF
	<u>Total Diversion:</u>	1.690 CFS	377.40 AF

Location of Point(s) of Diversion

GROUND WATER	L4 (SE1/4SW1/4SW1/4)	Sec. 18, Twp 01N, Rge 01E, B.M.
ADA County		
GROUND WATER	NW1/4NE1/4SW1/4	Sec. 19, Twp 01N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	18										29.0	28.0						57.0
												L 3	L 4						
01N	01W	13															26.6		26.6
																	L 4		

Total Acres: 83.6

DOMESTIC same as IRRIGATION

Conditions of Approval:

1. E52 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 11.15 CFS. COMBINED RIGHT NOS.: 63-7426, 63-7430A, 63-7430D, 63-31321, 63-31322, 63-31744, 63-32117, 63-32118 AND 63-32119.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-32116 V1

2. S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
3. C18 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.
4. This right is a split from former right 63-31743 .

Remarks:Comments:Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal:
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Summary			05/24/2005	lharris	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31743

WATER RIGHT NUMBER: 63-31743

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WAYNE W CRAIG 2200 POEN RD KUNA, ID 83634 (208)922-0435
Current Owner	ESTHER CRAIG 2200 POEN RD KUNA, ID 83634 (208)922-0435

Priority Date: 05/10/1971

Basis: License

Status: Parent

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	2.270 CFS	511.20 AF
DOMESTIC	01/01 to 12/31	0.020 CFS	1.20 AF
	<u>Total Diversion:</u>	2.290 CFS	512.40 AF

Location of Point(s) of Diversion

GROUND WATER	L4 (SE1/4SW1/4SW1/4)	Sec. 18, Twp 01N, Rge 01E, B.M.
ADA County		
GROUND WATER	NW1/4NE1/4SW1/4	Sec. 19, Twp 01N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	18									29.0	38.0	20.0						87.0
											L 3	L 4							
01N	01W	13																26.6	26.6
																		L 4	

Total Acres: 113.6

DOMESTIC same as IRRIGATIONConditions of Approval:

1. P22 Split right: See Right Nos. 63-32116, 63-32117, 63-32118 and 63-32119.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31743

2. CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.
 ***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT CLAIMED.
 **THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A63-07430B, FEE PAID UNDER RECEIPT NO. W005499 SB 2/28/00
 This claim has been split. See nos. 63-31269 and 63-31270. DB 7/23/2001
 This claim is a result in split by ownership change of 63-31269, resulting in new claim nos. 63-31743 and 63-31744. SNK 7/30/2003.

Remarks:Comments:Dates and Other Information:

Claim Received Date: 9/6/1989
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31269 V1

WATER RIGHT NUMBER: 63-31269 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	JOHN MUSSELL
	, ID
Original Owner	SHIRLEY M MANSON
	RT 1
	POEN RD
	KUNA, ID 83634
Current Owner	WAYNE W CRAIG
	2200 POEN RD
	KUNA, ID 83634
	(208)922-0435
Current Owner	ESTHER CRAIG
	2200 POEN RD
	KUNA, ID 83634
	(208)922-0435

Priority Date: 05/10/1971

Basis: License

Status: Parent

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	2.480 CFS	556.20 AF
DOMESTIC	01/01 to 12/31	0.020 CFS	1.20 AF
	<u>Total Diversion:</u>	2.500 CFS	557.40 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4NE1/4SW1/4	Sec. 19, Twp 01N, Rge 01E, B.M.
ADA County		
GROUND WATER	L4 (SE1/4SW1/4SW1/4)	Sec. 18, Twp 01N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	18																	
01N	01W	13																	

Total Acres: 123.6

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-31269 V1

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	01E	18											X						

Conditions of Approval:

1. S39 THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 1 PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MARCH 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
2. C18 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.
3. E52 USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 11.15 CFS. COMBINED RIGHT NOS.: 63-7426, 63-7430A, 63-7430D, 63-31269, 63-31321, 63-31322.
4. F06 THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINTS OF DIVERSION DESCRIBED ABOVE: 63-7426, 63-7430A, 63-31269, 36-31321, 36-31322.

Remarks:Comments:

1. dbuffing 7/23/2001 Ownership

Comment: This claim is the result of a split due to change in ownership for a portion of 63-7430C

2. sking 1/14/2003 prior comments

Comment: CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.

***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT CLAIMED.

split into 63-31743 & 63-31744

Water Supply Bank:

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: A63-07430C
Date Received: 9/ 6/1989
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: WAYNE W CRAIG 208-922-0435
Address: 2200 POEN RD
KUNA ID 83634
OR
Name: ESTHER CRAIG 208-922-0435
Address: 2200 POEN RD
KUNA ID 83634

2. Date of Priority: MAY 10, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	01E	18		SE	SW		ADA
		19		NE	NW		ADA

5. Description of diverting works:
430' DEEP WELL, 20" CASING WITH PUMP & PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.880		646.20
DOMESTIC	01/01	12/31	0.020		1.20

7. Total Quantity Appropriated is:
2.900 C.F.S. (and/or) 647.40 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC USE FOR 1 HOME.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	01E	18	NW	SW	3	IRR	39.0
			SW	SW		DOMEST	
			SW	SW	4	IRR	38.0
			SE	SW		IRR	40.0
						Section Acres	117.0
	01W	13	SE	SE		IRR	26.6
						Section Acres	26.6
						Total Acres	143.6

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:
NONE.

14. Remarks:

CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.
 ***AMENDED PER "A" CLAIM. M.M. HAD ALREADY DONE A FIELD EXAM ON
 THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5
 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT
 FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY
 BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT CLAIMED.
 **THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A
 PORTION OF CLAIM NO. A63-07430B, FEE PAID UNDER RECEIPT NO.
 W005499 SB 2/28/00

15. Basis of Claim: LICENSE

See

63-07430B

For Field exam

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WAYNE W CRAIG	05/10/1971	IRRIGATION	03-15 11-15	2.880 CFS	646.20 AFA
C	ESTHER CRAIG		DOMESTIC	01-01 12-31	0.020 CFS	1.20 AFA
	2200 POEN RD					
	KUNA ID 83634					
	(208) 922-0435					
				TOTAL DIVERSION:	2.900 CFS	647.40 AFA

Water Source: GROUNDWATER

Tributary to:

Point(s) of Diversion: T01N R01E S18 S19

Stage: LICENSE

ADA County

ADA County

Place of use Legal Description for: IRRIGATION									
NE									
		NW		SW		SE			
NENE NWNE SWNE SENE		NENW NWNW SWNW SENW		NESW NWSW SWSW SESW		NESE NWESE SWSE SESE			
T	R S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
---	---	---	---	---	---	---	---	---	---
01N 01E 18	:	:	:	:	:	:	:	:	117.0
01N 01W 13	:	:	:	03-39 04-38	40	:	:	:	26.6
TOTAL ACRES									143.6

Place of use Legal Description for: DOMESTIC									
NE									
		NW		SW		SE			
NENE NWNE SWNE SENE		NENW NWNW SWNW SENW		NESW NWSW SWSW SESW		NESE NWESE SWSE SESE			
T	R S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	
---	---	---	---	---	---	---	---	---	
01N 01E 18	:	:	:	:	:	:	:	:	
01N 01W 13	:	:	:	:	:	:	:	:	

POU County: ADA

Non-Irrigation Uses: DOMESTIC USE FOR 1 HOME.

Other Rights: NONE.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

63-50450 A63-07430A A63-30450 R63-07430C

Other Water Rights Listing Overlapping Place(s) of Use:

A63-07430B R63-07430B R63-07430C

Remarks: GEN CLAIM AMENDED PER TRANSFER NO. 5604 APPROVED ON 2/22/00 SB.

***AMENDED PER "A" CLAIM. M.N. HAD ALREADY DONE A FIELD EXAM ON THIS RIGHT AND HER RECOMMENDATION WAS TO REDUCE THE CLAIM BY 2.5 ACRES. BASED ON OUR CURRENT METHOD OF FIELD EXAMS, THIS AMOUNT FALLS WITH THE +/- 5% RULE, SO RECOMMENDATION WOULD MOST LIKELY BE AS CLAIMED, THEREFORE TRASFER BASED ON AMOUNT CLAIMED.

***THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION OF CLAIM NO. A63-07430B, FEE PAID UNDER RECEIPT NO. W005499 SB 2/28/00

AJ5809NP
No. A63-07430C

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 06/29/00
PAGE: 115

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:	
Audit:	02/28/00 SBOOK	Presumption Flag:	

Adjudication Recommendation Report 63-7430B V1

WATER RIGHT NUMBER: 63-7430B V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	SHIRLEY M MANSON RT 1 POEN RD KUNA, ID 83634
Original Owner	JOHN MUSSELL , ID
Original Owner	WAYNE W CRAIG 2200 POEN RD KUNA, ID 83634 (208)922-0435
Original Owner	ESTHER CRAIG 2200 POEN RD KUNA, ID 83634 (208)922-0435

Priority Date: 05/10/1971

Basis:

Status: Parent

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	3.030 CFS	681.75 AF
DOMESTIC	1/01 to 12/31	0.020 CFS	1.20 AF
	Total Diversion:	3.050 CFS	682.95 AF

Location of Point(s) of Diversion

GROUND WATER ADA County	L4 (SE1/4SW1/4SW1/4)	Sec. 18, Twp 01N, Rge 01E, B.M.
GROUND WATER ADA County	NW1/4NE1/4SW1/4	Sec. 19, Twp 01N, Rge 01E, B.M.

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	
01N	01E	18										38.0	39.0	37.0					114.0
											L 3	L 4							
01N	01W	13												3.0			34.5	37.5	
														L 3			L 4		

Total Acres: 151.5

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7430B V1

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
01N	01E	18											X						
												L 4							

Conditions of Approval:

1. THIS CLAIM HAS BEEN SPLIT INTO 63-07430C & 63-07430D BY APPROVED TRANSFER NO 5604

Remarks:Comments:

1. MMINICUC 3/29/1996 POD'S

Comment: THE WELL IN S. 18 WAS LOCATED IN S. 18 SESWSW IN THE B/U EXAM BUT WAS LICENSED IN THE SESW. THE B/U EXAM SHOWS IT CLEARLY IN THE SESWSW, AND THE LOCATION WAS CONFIRMED ON THE NAPP AND THE ASCS. THIS WELL APPEARS TO BE USED FOR DOM. USE ONLY. THE IRRIGATION WELL IS LOCATED IN S. 19, NWNESW, AS CONFIRMED BY THE B/U EXAM FOR 63-07426 (SEE SYSTEM DESCR. IN THIS FILE). THE BU/EXAM FOR 63-07430 ALSO INDICATES THE WELL IS LOCATED IN NWNESW, BUT WAS LICENSED IN NENW. PERMIT WAS AMENDED ONCE FOR POD'S, BUT IDWR WAS UNABLE TO FIND THE PERMIT HOLDER AT THE TIME OF LICENSING AND THE PERMIT WAS NOT AMENDED AGAIN TO REFLECT THE ACUTAL POD'S. THEY WERE LICENSED AS PERMITTED AND NO TRANSFERS WERE EVER FILED TO CORRECT THE LOCATIONS. ACRES THE ACRES WERE DETERMINED USING LASICO PLANIMETER MODEL NO. 42 P ON THE 1987 ASCS MAP. IT APPEARS THAT THERE ARE ACRES IRRIGATED IN THE NESE S. 13 WHICH WERE NOT LICENSED. THE B/U EXAM SEEMS TO SHOW THESE ACRES BUT THE ISSUE OF THEIR LOCATION WAS NOT ADDRESSED AT THE TIME. THE ADA COUNTY ASSESSOR'S OFFICE INDICATES THAT THE ACRES IN S. 13 NESE (G.L. 3) ARE OWNED UNDER THE NAME OF MUSTANGE ESTATES, WHICH IN TURN IS OWNED BY THE CRAIGS. SINCE THE IRRIGATION IN THIS QQ CAN BE VERIFIED IN 1980, THE ACRES CAN BE RECOMMENDED AS AN ACCOMPLISHED TRANSFER. NO INCREASE IN LICENSED ACREAGE, CFS, OR VOLUME. 04/01/1996 MM.

2. MMINICUC 4/1/1996 DESERT LAND ENTRY

Comment: AKA A PORTION OF DLE SERIAL NO. I-3911, GRANTED IN 1971.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7430B V1

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
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Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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Water Supply Bank:

Page 1 of 1

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5604

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant ALLAN W BURTON Phone 922 2006
Post Office address 1458 POEN Rd. KUNA IDAHO

1. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other SPLIT PORTION OF WATER RIGHT
2. Describe the reason for the proposed changes INTO MY NAME

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
63-074308	5-10-71	.200 CFS	IND	3-15- to 11-15
				to
				to
				to

2. Total amount of water being transferred 0.208 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Ground water tributary to N/A

4. Point(s) of Diversion:

[illegible]

5. Lands irrigated or place of use:

[illegible]

PART 1

6. General Information:

a. Description of diversion system IN GROUND SPRINKLER SYSTEM

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? X Yes ~~W~~ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

NO CHANGE IN PLACE OF USE
JUST Adding A Point of Diversion
AND SPLITTING WATER Right ownership

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19____.

(If the entire right is to be changed by the applicant, omit part B and C.)

- | Twp. | Rge. | Sec. | NE ¼ | | | | NW ¼ | | | | SW ¼ | | | | SE ¼ | | | | Totals |
|--------|
| | | | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | NE ¼ | NW ¼ | SW ¼ | SE ¼ | |
| 1N | 1E | 18 | | | | | | | | | | | | | | | | | |
| 1N | 1W | 13 | | | | | | | | | | | | | | | | | 117 |
| | | | | | | | | | | | | | | | | | | | 27 |
| |
| |

3 of 6
WR5809NP
No. 63-07430B

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 10/06/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SHIRLEY M. MANSON RT. 1 POEN RD. KUNA ID 83634	05/10/1971	IRRIGATION DOMESTIC	03/15 11/15 01/01 12/31	3.080 CFS 0.020 CFS	693.00 AFA 1.20 AFA
TOTAL DIVERSION:					3.100 CFS	694.20 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T01N R01E S18 SESW
S19 NENW

ADA County
ADA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
T	R	S		T	R	S		T	R	S		T	R	S		SUM
01N	01E	18	:	:	:	:	:	03-39	04-38	40	:	:	:	:	:	117.0
01N	01W	13	:	:	:	:	:	:	:	:	:	:	:	:	37	37.0
TOTAL ACRES															154.0	

Place of use Legal Description for: DOMESTIC

01N 01E 18 : : : : D : : :

Pou County: ADA

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-07430A

Remarks: GEN CURRENT OWNERS ARE:
WAYNE & ESTHER M. CRAIG, RT. 1, POEN RD., KUNA, ID.

Dates: App. Received: Priority Date: 05/10/1971
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date: 05/09/1983

Misc: Water District Number: Field Exam Fee:

Audit: 06/03/85 05/01/88 CONVERT

pg 5 of 6

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

See Att MAP.

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Alan W. Burton

(Signature of Applicant)

Subscribed and sworn to before me this 6 day of OCT, 19 99.

Ron Lowerton

(Notary Public)

My commission expires _____

2000

FOR DEPARTMENT USE ONLYTransfer contains 6 pages and 2 attachmentsReceived by D. A. N. Date 10-6-1999 Protest filed by _____Prelim. check by ly Fee 100.00 W 025795

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

E. 1/4 CORNER
SECTION 13
T. 1 N., R. 1 W. B.M.
(C.P. & F. # 94109804)

INDICATES A 1/2" IRON ROD
PLACED IN/ YELLOW PLASTIC
FOR MARKED P.I. 5 788

INDICATES A 3/8" IRON ROD
PLACED W/ YELLOW PLASTIC
CAP MARKED D1A

INDICATES A 5/8" IRON ROD
PLACED W/ 3" A.C.H.D. BRACES

INDICATES UTILITY EASEMENT

INDICATES LOT LINES

INDICATE BOUNDARY LINES

INDICATES SECTION / CENTER LINE

INDICATES A 2" X 26" GALVANIZED
PIPE MARKED P.L.3. 7828
INITIAL POINT.

NOTES

1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF ADA COUNTY.

2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION

3. THIS DEVELOPMENT RECOGNIZES SECTION 21-4303 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATIONS OR AN

APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER THE DATE

BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED,

THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENCE OPERATION OF ANY AGRICULTURAL OPERATION OR ADJUTANT

4. THIS SUBDIVISION DOES NOT FALL WITHIN A PRESCRIBED IRRIGATION DISTRICT THEREFORE ANY ADDITIONAL OPERATION OR MAINTENANCE TO IT."

6. TREATMENT OF DOMESTIC WASTE WILL BE PROVIDED BY INDIVIDUAL SEPTIC TANKS AND DRAINAGE.

INDIVIDUAL SEPTIC TANKS AND DRAINFIELDS
CONSTRUCTED IN ACCORDANCE WITH THE CENTRAL
DISTRICT HEALTH DEPARTMENT RULES AND
REGULATIONS.

6. DOMESTIC WATER WILL BE PROVIDED BY INDIVIDUAL WELLS CONSTRUCTED IN ACCORDANCE WITH THE IDAHO WELL CONSTRUCTION STANDARDS.

S. 1/4 CORNER
SECTION 13
T. 1 N. R. 1 W. B. M.
(C.P. & F. # 94109862)

E. POEN RD.

INITIAL POINT

1

10

UNPLATTED

SHEET 1 of 2

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: A63-07430B
Date Received: 9/06/1989
Receipt No: 2005499
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WAYNE W. CRAIG 208-922-0435
Address: 2200 POEN RD.
KUNA, ID 83634
OR
Name: ESTHER CRAIG 208-922-0435
Address: 2200 POEN RD.
KUNA, ID 83634

2. Date of Priority: MAY 10, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	01E	18	SE	SW			ADA
		19	NE	NW			ADA

5. Description of diverting works:
430' DEEP WELL, 20" CASING WITH PUMP & PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.080		693.00
DOMESTIC	01/01	12/31	0.020		1.20

7. Total Quantity Appropriated is:
3.100 C.F.S. (and/or) 694.20 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC USE FOR 1 HOME.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	01E	18	NW	SW	3	IRR	39.0
			SW	SW		DOMEST	
			SW	SW	4	IRR	38.0
			SE	SW		IRR	40.0
						Section Acres	117.0
	01W	13	SE	SE		IRR	37.0
						Section Acres	37.0
						Total Acres	154.0

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:
NONE.

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: 2

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): Wayne Daig Date: 9/6/89
Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 6th day
of September 19 89
Seal Jan Shulte
Notary Public

Residing at Meridian ID
My Commission Expires 9-14-94

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that Shirley M. Manson
of Kuna, Idaho, has complied with the terms and conditions of Permit
No. 63-7430 B issued pursuant to Application for Permit dated May 10, 1971,
and has submitted proof to the Department of Water Resources on June 2, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 7.47 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Subject, however, to the condition that no more than 3.10 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 694.2 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 18, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 19; Twp. 1N, Rge. 1E in the County of Ada

[illegible]

Director

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: A63-07430B
Date Received: 9/06/1989
Receipt No: 2005499
Received By: *[Signature]*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WAYNE W. CRAIG 208-922-0435
Address: 2200 POEN RD.
KUNA, ID 83634
OR
Name: ESTHER CRAIG 208-922-0435
Address: 2200 POEN RD.
KUNA, ID 83634

2. Date of Priority: MAY 10, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	01E	18	SE	SW			ADA
		19	NE	NW			ADA

5. Description of diverting works:
430' DEEP WELL, 20" CASING WITH PUMP & PIPELINE FOR SPRINKLING.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.080		693.00
DOMESTIC	01/01	12/31	0.020		1.20

7. Total Quantity Appropriated is:
3.100 C.F.S. (and/or) 694.20 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC USE FOR 1 HOME.

A63-07430B

Page 1

Date: 09/06/89

MICROFILMED
AUG 21 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01N	01E	18	NW		SW	3	IRR	39.0
			SW		SW		DOMEST	
			SW		SW	4	IRR	38.0
			SE		SW		IRR	40.0
							Section Acres	117.0
	01W	13	SE		SE		IRR	37.0
							Section Acres	37.0
							Total Acres	154.0

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:
NONE.

14. Remarks:

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: 2

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): Wayne Daig Date: 9/6/89
Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 6th day
of September 19 89 Jan Shulte
Notary Public

Seal

Residing at Meridian ID
My Commission Expires 9-14-94