

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 63-31226
Date Received: 3/26/2001
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

COLLEEN WILLIAMS Phone: (208)454-5659
2415 SAND HOLLOW RD
CALDWELL ID USA 83607

FLOYD L. WILLIAMS Phone: (208)454-5659
2415 SAND HOLLOW RD
CALDWELL ID USA 83607

2. Date of Priority: 04/15/1957

3. Source: WASTE WATER Trib. to: SAND HOLLOW CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
06N	04W	13	NE NW	PAYETTE	

5. Description of diverting works:

Pump and sprinklers.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/01	11/15	0.06	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06N	04W	13	NE	NW	IRRIGATION	2
Section Acres						2
Total Acres						2

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

CHANGE IN OWNERSHIP LG 10-16-2006 REVIEWED BY D. NELSON

15. Basis of Claim: Beneficial Use

RECEIVED

JUN 09 2006
WATER RESOURCES
WESTERN REGION

Form 42-246(42-1409(6)) July, 2000

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
63-31226					

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)

4. New Owner/Claimant(s)

New Mailing Address

City, State and ZIP Code

New Telephone Number

5. Date you acquired the property

Catherine Williams
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

2415 Sandhollow Rd

Baldwell Id 83607

208 454-5659

OCT 2001

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	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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)

Robert Williams

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 _____



T9N R04W S13 NENW

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

Prepared By:
CINDY KOCH

200603005

[Space Above This Line For Recording Date]

ID1212291873703
[Case #]

WILLIAMS
[Escrow/Closing #]

00012669118703006
[Doc ID #]

State of Idaho

DEED OF TRUST

FHA Case No.

ID1212291873703

MIN 1000157-0006414208-2

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 15, 2006 . The Grantor is FLOYD L WILLIAMS, AND COLLEEN R WILLIAMS, HUSBAND AND WIFE

("Borrower"). The trustee is
FIDELITY NATIONAL TITLE INSURANCE CO.

P.O. BOX 32695, PHOENIX, AZ 85064

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). 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.

COUNTRYWIDE HOME LOANS, INC.

("Lender") is organized and existing under the laws of NEW YORK , and has an address of 4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

Borrower owes Lender the principal sum of

ONE HUNDRED FIFTY THREE THOUSAND NINE HUNDRED NINETY SIX and 00/100

Dollars (U.S. \$ 153,996.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2036 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in PAYETTE County, Idaho:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 0001060000

FHA Idaho Deed of Trust with MERS- 4/96

VMP-4N(ID) (03/05)

CHL (09/05)(d)

Page 1 of 5

VMP Mortgage Solutions, Inc. (800)521-7291

Amended 2/99



* 2 3 9 9 1 *



* 1 2 6 6 9 1 1 8 7 0 0 0 0 2 0 0 4 N *

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which has the address of

DOC ID #: 00012669118703006

2415 SAND HOLLOW RD, CALDWELL

[Street, City]

Idaho 83607-8562 ("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 or canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the

Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

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(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Area and Location of Property. Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- | | | |
|---|--|--|
| ☐ Condominium Rider | ☐ Growing Equity Rider | ☐ Other [specify] |
| ☐ Planned Unit Development Rider | ☐ Graduated Payment Rider | |

CASE #: ID1212291873703

DOC ID #: 00012669118703006

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Floyd L. Williams (Seal)
FLOYD L. WILLIAMS -Borrower

Colleen R. Williams (Seal)
COLLEEN R. WILLIAMS -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF IDAHO

On this 15th day of March Canyon County ss:
The undersigned, a Notary Public in and for said county and state,
personally appeared Floyd L. Williams and Colleen R. Williams

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public residing at:

Prepared by: GINDY KOCH

COUNTRYWIDE HOME LOANS, INC.

Branch #: 0001177
8618 OVERLAND ROAD
BOISE, ID 83709
Phone: (208) 373-5900
Ex Fax No.: (208) 373-7606

DATE: 03/15/2006
CASE #: ID1212291873703
DOC ID #: 00012669118703006
BORROWER: FLOYD L. WILLIAMS
PROPERTY ADDRESS: 2415 SAND HOLLOW RD
CALDWELL, ID 83607-8562

LEGAL DESCRIPTION EXHIBIT A

A parcel of land in the Northeast Quarter of the Northwest Quarter of Section 13, Township 6 North, Range 4 West of the Boise Meridian, County of Payette, State of Idaho more particularly described as follows:

Beginning at the Northwest 1/16 corner of said Sec.;

thence Northerly along the West 1/16 line of said Sec., N.00°10'09" W. 639.47 feet to a certain fence;

thence Easterly along said fence line N. 89°58'35" E. 321.66 feet, to the Westerly right of way of U.S. Highway 30;

thence 815.58 feet along a curve on said right-of-way, having a radius of 5779.47 feet, a central angle of 08°05'07", and being subtended by a chord which bears S. 38°53'29" E. 814.90 feet, to a point on the North 1/16 line of said Sec. 13.;

thence Westerly along said North 1/16 line, S. 89°37'58" W. 831.42 feet, to the POINT OF BEGINNING.

CKW
FLW

FHA/VA/CONV
Legal Description Exhibit A
2C404-XX (04/03)(d)



* 2 3 9 9 1 *



* 1 2 8 8 9 1 1 8 7 0 0 0 0 2 0 0 4 N *

WARRANTY DEED

Order No: AT-4060301735

Instrument # 313486

FOR VALUE RECEIVED

PAYETTE COUNTY

2003-10-14

04:45:00 No. of Pages: 1

Recorded for: ALLIANCE TITLE & ESCROW

BETTY J DRESSEN

Fee: 3.00

Ex-Office Recorder Deputy

Deeds

Nelson D. Brant, an unmarried person,

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Floyd L. Williams and Colleen H. Williams, Husband and Wife,

whose current address is

2415 Sand Hollow Road, Caldwell, ID 83605

the grantee(s), the following described premises, in Payette County, Idaho, TO WIT:

Land in Township 6 North, Range 4 West, Boise Meridian, Payette County, Idaho;
In Section 13:

A parcel of land in the NE1/4NW1/4 of said Section more particularly described as follows:

Beginning at the Northwest 1/16 Corner of said Section, thence Northerly along the West 1/16 Line of said Section North 00°10'09" West, 639.47 feet to a certain fence;

Thence Easterly along said fence line, North 89°58'35" East, 321.66 feet, to the Westerly right-of-way of U.S. Highway 30;

Thence 815.58 feet along a curve on said right-of-way, having a radius of 5779.47 feet, a central angle of 08°05'07", and being subtended by a chord which bears South 38°53'29" East, 814.90 feet, to a point on the North 1/16 Line of said Section 13;

Thence Westerly along said North 1/16 Line, South 89°37'58" West, 831.42 feet, to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 10, 2003

Nelson D. Brant
Nelson D. Brant

State of Idaho

County of Payette

On this 10 day of October, 2003, before me, a Notary Public in and for said state, personally appeared Nelson D. Brant

known or identified to me to be the person(s) who are subscribed to the within instrument and acknowledged to me that they executed same FOR WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Shirley Roberts
Notary Public for the State of Idaho

Residing at: Nampa

Commission Expires: 07-14-04

313486



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

JAMES E. RISCH
Governor

KARL J. DREHER
Director

September 22, 2006

Colleen R Williams
2415 Sandhollow Rd
Caldwell, ID 83607

RE: Notice of Change of Water Right Ownership 63-31226

Dear Claimant(s):

Enclosed is a copy of a Notice of Change of Water Right Ownership form that was previously submitted to our office. However, the Homestead Documents submitted are not sufficient proof of ownership. We require a **Warranty Deed** with a legal description of the property by township range and $\frac{1}{4}$ $\frac{1}{4}$ to process any changes in ownership.

Please return the Change of ownership with the requested information to the Department of Water Resources, Western Region Office, 2735 Airport Way, Boise, ID 83705. If we do not hear from you within 14 days, the claim upon which this form was filed (if one exists), will remain in the original owner's name.

Feel free to contact this office if you have any further questions.

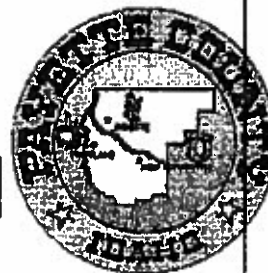
Sincerely,

Adjudication Section
Western Region
(208) 334-2190

LG: lg

Enclosures

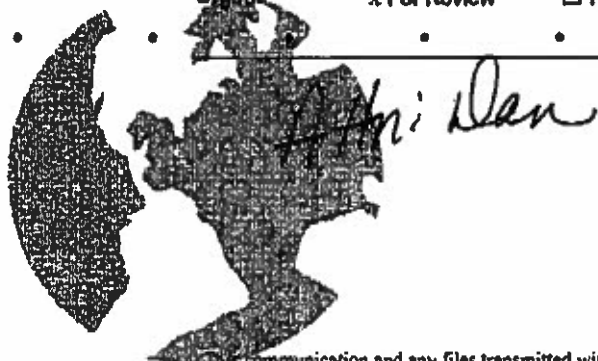
Payette County Clerk's Office
1130 3rd Avenue North
Payette, Idaho 83661
642-6800
642-6011 Fax



Facsimile Transmitted

To: Water Resources Fax: 334 2348
From: Payette County Date: 10/10/06
Fax: Pages: 2 INCLUDING THIS ONE
Phone:

Urgent ☒ For Review ☐ Please Comment Please Reply ☐ Please Recycle



This communication and any files transmitted with it contain information, which is confidential and may be privileged and exempt from disclosure under applicable law. It is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender. Thank you for your cooperation. --

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 63-31226
Date Received: 3/26/01
Receipt No: W027491

Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

NELSON D BRANT Phone: (208)454-0720

2415 SANDHOLLOW RD
CALDWELL ID USA 83609

2. Date of Priority: 04/15/1957

3. Source: WASTE WATER Trib. to: SAND HOLLOW CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
06N	04W	13	NE NW	PAYETTE	

5. Description of diverting works:

Pump and sprinklers.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/01	11/15	0.06	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06N	04W	13	NE	NW	IRRIGATION	2
Section Acres						2
Total Acres						2

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Beneficial Use

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

Alc 3-31226

Date Received

3/26/01

Receipt Number

W027491

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) NELSON BRANT Phone (208) 454-0720

Mailing Address 2415 SANDHOLLOW RD CALDWELL Zip 83609

2. Date of Priority (Only one (1) per claim) 4/15/1957

3. Source of water supply (a) WASTEWATER
which is tributary to (b) SAND HOLLOW CR

4. a. Location of existing point of diversion is: Township 6N Range 4W Section 13,
1/4 of NE 1/4 of NW 1/4, Govt. Lot, _____ B.M., County of PAYETTE

Additional points of diversion if any: _____

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

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. pump, sprinklers

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 3/1 to 11/15 amount .06 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .06 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

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

10. Description of place of use:

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

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

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>6N</u>	<u>4W</u>	<u>13</u>					<u>2</u>												<u>2</u>

Total number of acres irrigated 2

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

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

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

14. Remarks:

Last Name _____ Ident No. _____

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) *John V. Brant* Date 5-10-01

Date _____

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

of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

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

Subscribed and sworn (or affirmed) before me this 10th day of May 192001



Notary Public *Lori Graven*

Residing at Boise

My Commission Expires 6/18/04

Please Print Name

17. Notice of Appearance:

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

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

T6N
R4W
S13
NW4

T919

POU

T920

South 1/2 NW 1/4
Pasture #1

H-10
F-11A

Not to Scale

1996

JSD 675
Nelson Brant



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

April 27, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Nelson D. Brandt
2415 Sandhollow Rd
Caldwell ID 83607

Dear Mr. Brandt:

You recently filed water right application no. 63-31217 with the Idaho Department of Water Resources (IDWR), proposing the diversion of wastewater for irrigation purposes. IDWR understands the proposed place of use has been irrigated in the past with surface water delivered by the Black Canyon Irrigation District (Black Canyon), but you may not be able to irrigate these lands in the future because the lands are not Bureau of Reclamation project lands. IDWR also understands the wastewater sought for appropriation may be Black Canyon surface water that has been delivered to other project lands you irrigate. Representatives for Black Canyon have questioned whether the water you seek to appropriate is waste water or whether it is actually Black Canyon "live" water. State law allows appropriation of unappropriated waste water, but IDWR is not authorized to issue a permit for use of Black Canyon "live" water. Because of this distinction, it is necessary for IDWR to understand the nature of the water you are seeking to appropriate.

The term "wastewater" may be used in several different contexts. For instance, a water right holder may capture water "wasting" from the end of his fields and reapply the water to the lands from which the water right authorizing the use of water is appurtenant. The recapture of this water does not authorize application of the water to lands that are not described as a place of use under the water right authorizing the original use.

The term "wastewater" may also describe a source of water for appropriation. For purposes of appropriation, the source "wastewater" refers to water flowing in a waste way or channel (i.e. a waste drain or a waste ditch). In order for the wastewater to be available for further appropriation, the original wateruser must have discontinued exercising control over the water. A wateruser receiving Black Canyon live water acts as an agent for the use of Black Canyon water while it is in the possession of the wateruser. If the wateruser continues to control the surface water before it leaves his property, or the water will be recaptured by Black Canyon for delivery to downstream waterusers, the water retains its original character as Black Canyon live water.

Prior to further processing of application for water right no. 63-31217 you must demonstrate that the water you seek to appropriate is flowing in a waste way or channel, has not commingled with other water in a natural stream, and that both you and Black Canyon have

Nelson D. Brandt

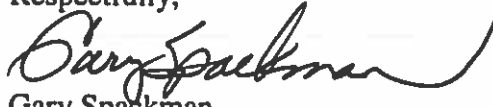
April 27, 2001

Page -2-

discontinued control of the water as live water. IDWR will continue to process the application once you have submitted the above information. If you propose to divert from a waste channel owned or controlled by Black Canyon, you must also show you have a right of way to divert water from the channel.

Please submit the requested information within thirty (30) days of the date of this letter. Failure to submit the information is cause for IDWR to void your application.

Respectfully,

A handwritten signature in black ink, appearing to read "Gary Spackman", with a stylized, flowing script.

Gary Spackman

cc. Chas. McDevitt
Roy Orr, Black Canyon Irrigation District
Ruth Page, Bureau of Reclamation

5-7-2007

Gary Spackman

In response to your letter of 4-27-2001
in regards to my wastewater application
I plan to divert the waste water from
Richard Aldisa property that I have no control.
The waste ditch runs across the bottom of
my property & can be diverted with out
comingling with other other water.
The waste ditch currently crosses the road
into a pond East of my property. The
pond water seeps & over irrigated.

Nelson Brant

PS. I have talked with Fay Orr
Mgr. of Black Canyon Irrigation and
he has no problem with the mentioned
water use.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

**WITHDRAWAL
OF
APPLICATION FOR PERMIT**

I, NELSON BRANT hereby withdraw my Application for
(Name)

Permit to Appropriate the Public Waters of the State of Idaho, No. 63 - 31217.

Signed this 10th day of May, 20 01.

Nelson Brant
Signature of Applicant(s)



H-10
F-11A

1996

Not to Scale

ISO 675
Nelson Brant

05/10/2001

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

WATER RIGHT NO. 63-30316

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KAREN KERSEY
Current Owner	ROBERT G KERSEY
	2465 SAND HOLLOW RD
	CALDWELL, ID 83605
	(208)459-8960

Priority Date: 04/15/1957
Basis: Beneficial Use
Status: Active

<u>Source</u>	<u>Tributary to</u>
WASTEWATER	SAND HOLLOW CREEK

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	3/15	11/15	0.06 CPS		

Total Diversion	0.06 CPS
-----------------	----------

Location of Point(s) of Diversion:

WASTEWATER	NENW	Sec. 13	Township 06N	Range 04W	PAYETTE County
------------	------	---------	--------------	-----------	----------------

IRRIGATION Use:
Acre Limit: 2

Place(s) of use:

Place of Use Legal Description: IRRIGATION	PAYETTE County
--	----------------

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	04W	13		NENW	2									

Total Acres: 2

Remarks:

1. General PROPERTY IS OWNED BY CLAIMANT AND CLIFFORD KERSEY

Dates:

Licensed Date:
Claim Received Date:
Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:

Other Information:

Receipt Number(s): C034628
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate per Acre:

Water Right 63-30316

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

MEMORANDUM

DATE: 5/11/2001

FROM: Lori Graves

TO: SRBA Staff

RE: Brant Wastewater Claim

Nelson Brant filed an application for permit no. 63-31217 March 26, 2001 for wastewater within Black Canyon Irrigation District. SRBA wastewater claim A63-30316 was discovered during the overlap review, which was filed by Nelson's neighbors, the Kerseys. The Kerseys sold Nelson his property. Both properties have used the same wastewater since 1957 (Kersey's claimed priority date). As a result, Nelson withdrew the application and filed this claim with the same priority as Kersey's claim. Part of the application fee paid per receipt W027491 will be applied to the claim instead.

MEMORANDUM

DATE: 5/11/01

FROM: Lori Graves ☺ 3

TO: Nancy Curry

RE: Refund

Hi Nancy, please apply \$52 paid per receipt #W027491 to the SRBA fund and then refund the remaining \$48 to:

Nelson Brant.
2415 Sandhollow Rd
Caldwell ID 83609

Nelson has withdrawn his application and has filed an SRBA claim instead.

Thank you.

12/10/2006

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

RIGHT NUMBER: 63-31226

NAME AND ADDRESS: FLOYD L. WILLIAMS
2415 SAND HOLLOW RD
CALDWELL ID 83607

COLLEEN WILLIAMS
2415 SAND HOLLOW RD
CALDWELL ID 83607

SOURCE: WASTE WATER

TRIBUTARY: SAND HOLLOW CREEK

QUANTITY: 0.060 CFS

PRIORITY DATE: 04/15/1957

POINT OF

DIVERSION: T06N R04W S13 NENW Within PAYETTE County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.060 CFS

PLACE OF USE: IRRIGATION in PAYETTE County

T06N R04W S13

NENW

2.00

2 ACRES TOTAL

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

This right remains subject to the right of the original appropriator, in good faith and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from Black Canyon Irrigation District.

This right when combined with all other rights shall provide no more than .03 cfs per acre.

WARRANTY DEED

Order No.: AT-4060301735

FOR VALUE RECEIVED

Nelson D. Brant, an unmarried person,

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Floyd L. Williams and Colleen R. Williams, Husband and Wife,

whose current address is

2415 Sand Hollow Road, Caldwell, ID 83605

the grantee(s), the following described premises, in Payette County, Idaho, TO WIT:

Land in Township 6 North, Range 4 West, Boise Meridian, Payette County, Idaho;
In Section 13:

A parcel of land in the NE1/4NW1/4 of said Section more particularly described as follows:

Beginning at the Northwest 1/16 Corner of said Section, thence Northerly along the West 1/16

Line of said Section North 00°10'09" West, 639.47 feet to a certain fence;

Thence Easterly along said fence line, North 89°58'35" East, 321.66 feet, to the Westerly right-of-way of U.S. Highway 30;

Thence 815.58 feet along a curve on said right-of-way, having a radius of 5779.47 feet, a central angle of 08°05'07", and being subtended by a chord which bears South 38°53'29" East, 814.90 feet, to a point on the North 1/16 Line of said Section 13;

Thence Westerly along said North 1/16 Line, South 89°37'58" West, 831.42 feet, to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises, that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

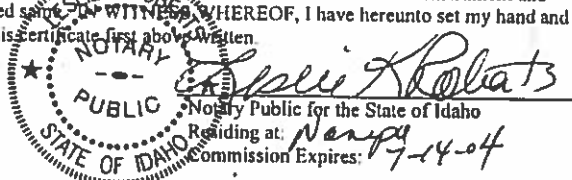
And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 10, 2003


Nelson D. Brant

State of Idaho)
County of Payette) ss

On this 10 day of October, 2003, before me, a Notary Public in and for said state, personally appeared Nelson D. Brant known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged to me that they executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



RECEIVED

JUL 25 2006

WATER RESOURCES
WESTERN REGION

313486

RECEIVED

09/29/2006

NOTICE OF ERROR

NOV 01 2006

REPLY

WATER RESOURCES
WESTERN REGION

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: October 31, 2006

Water right number: 63-31226

NELSON D BRANT
2415 SANDHOLLOW RD
CALDWELL ID 83609
Telephone Number: (208)454-0720

Floyd L. Williams

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10-28-06 SIGNATURE: Floyd L. Williams
Please print your name: FLOYD L. WILLIAMS

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

October 16, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

Colleen and Floyd Williams
2415 Sand Hollow Road
Caldwell, ID 83705

Notice of Claim to a Water Right No. 63-31226

Dear Claimant(s):

Enclosed is a copy of the above referenced claim(s), which reflect the change in ownership of the land and appurtenant water rights, covered under the original filing.

Please note that the enclosed Notice of Claim to a Water Right is not a final determination of your water right. This claim was filed during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience and cooperation, as we have had several water right changes to process. If you have any questions concerning the enclosed information, please feel free to contact this office.

Sincerely,

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region Office

LG: lg

Enclosure

10/16/2006

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

RIGHT NUMBER: 63-31226

NAME AND ADDRESS: FLOYD L. WILLIAMS
2415 SAND HOLLOW RD
CALDWELL ID 83607

COLLEEN WILLIAMS
2415 SAND HOLLOW RD
CALDWELL ID 83607

SOURCE: WASTE WATER

TRIBUTARY: SAND HOLLOW CREEK

QUANTITY: 0.060 CFS

PRIORITY DATE: 04/15/1957

POINT OF DIVERSION:

T06N R04W S13 NENW Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.060 CFS

PLACE OF USE: IRRIGATION Within PAYETTE County

T06N R04W S13 NENW 2.00

2 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from Black Canyon Irrigation District.

This right when combined with all other rights shall provide no more than .03 cfs per acre.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31226

WATER RIGHT NUMBER: 63-31226

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NELSON D BRANT 2415 SANDHOLLOW RD CALDWELL, ID 83609 (208)454-0720

Priority Date: 04/15/1957
 Basis: Beneficial Use
 Status: Active

<u>Source</u>	<u>Tributary</u>
WASTE WATER	SAND HOLLOW CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.060 CFS	
<u>Total Diversion:</u>		0.060 CFS	

Location of Point(s) of Diversion

WASTE WATER	NE1/4NW1/4	Sec. 13, Twp 06N, Rge 04W, B.M.
PAYETTE County		

Place of Use

IRRIGATION																	
Twp	Rge	Sec															
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW
06N	04W	13															
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW
							2.0										
																	Totals
																	2.0

Total Acres: 2

Conditions of Approval:Remarks:Comments:Dates and Other Information:

Claim Received Date: 3/26/2001
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector:
 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:

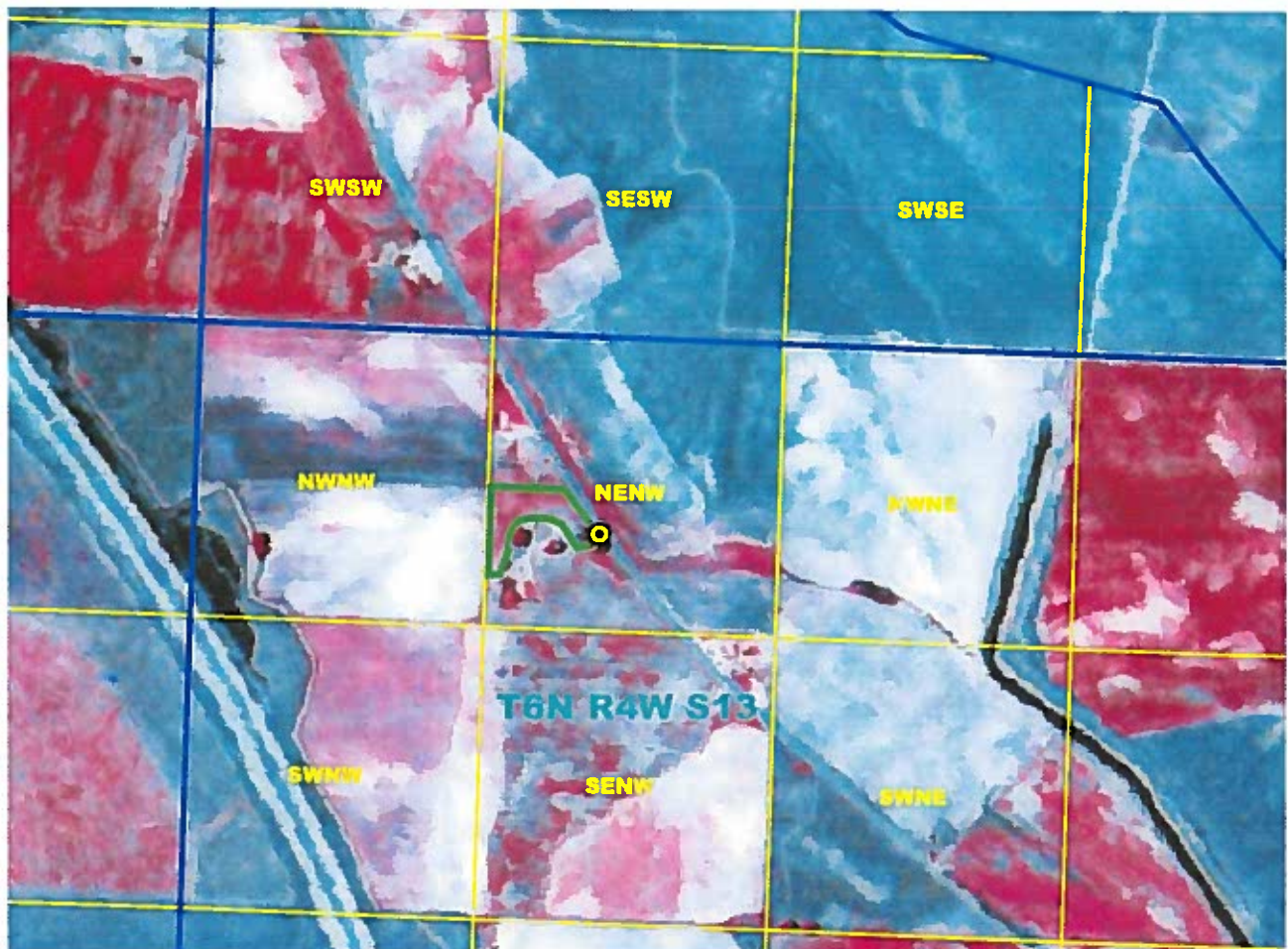
IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

This right when combined with all other rights shall provide no more than .03 cfs per acre.



**State of Idaho
Idaho Department of Water Resources
Western Region**

**T6N R4W SECTION(S) 13
WATER RIGHT(S) : 63-31226**



0.5 0 0.5 1 Miles

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

Total Irrigated Acres = 2 acre(s)

**GIS Place of Use Illustration
1987 NAPP Photography
Prepared by: Dan Nelson
Date: September 2006**



MEMORANDUM

TO: ADJUDICATION FILES 63-31226

FROM: DANIEL A. NELSON

DATE: 9/20/06

SUBJECT: CLAIM REVIEW

This claim was filed as a beneficial use claim. The original owner filed an application for permit for this use, but decided to withdraw the permit and file this claim instead. Current processing of many new applications for permit for wastewater are being protested by local and federal agencies holding the water rights resulting in the wastewater. The original owner found that he could file this adjudication claim, because the use had started in 1957.

The original owner has since sold the property to new owners, and they are in the process of changing the water right ownership into their names. The new owners supplied letters from the previous owner who stated that the wastewater was being used in 1957, which is suitable to recommend the priority date requested in this claim. The new owners also returned a map showing that their entire property was being irrigated with this wastewater. However, the original claim was only for the 2-acre field north of the home. This is the only field that be irrigated from the wastewater using gravity irrigation, so it is the only acres that can be recommended under this water right. The remainder of the right is irrigated with Black Canyon Irrigation District water. The field being irrigated can also be irrigated with Black Canyon water, so this claim should recognize the Black Canyon Irrigation District water use and limit the total irrigation of this use to the 0.03 cfs standard for lands under 5 acres or a total of 0.06 cfs.

Everything else in the claim appears to be correct and will be recommended as claimed.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31226 V1

WATER RIGHT NUMBER: 63-31226 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NELSON D BRANT 2415 SANDHOLLOW RD CALDWELL, ID 83609 (208)454-0720

Priority Date: 04/15/1957
 Basis: Beneficial Use
 Status: Active

<u>Source</u>	<u>Tributary</u>
WASTE WATER	SAND HOLLOW CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.060 CFS	
	<u>Total Diversion:</u>	0.060 CFS	

Location of Point(s) of Diversion

WASTE WATER	NE1/4NW1/4	Sec. 13, Twp 06N, Rge 04W, B.M.
PAYETTE 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	
06N	04W	13					2.0												2.0

Total Acres: 2

Conditions of Approval:

1. W14 Use of this right is combined with water from Black Canyon Irrigation District.
2. This right when combined with all other rights shall provide no more than .03 cfs per acre.
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.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31226 V1

Comments:

1. dnelson 9/20/2006 Claim Review

Comment: This claim was filed as a beneficial use claim. The original owner filed an application for permit for this use, but decided to withdraw the permit and file this claim instead. Current processing of many new applications for permit for wastewater are being protested by local and federal agencies holding the water rights resulting in the wastewater. The original owner found that he could file this adjudication claim, because the use had started in 1957.

The original owner has since sold the property to new owners, and they are in the process of changing the water right ownership into their names. The new owners supplied letters from the previous owner who stated that the wastewater was being used in 1957, which is suitable to recommend the priority date requested in this claim. The new owners also returned a map showing that their entire property was being irrigated with this wastewater. However, the original claim was only for the 2-acre field north of the home. This is the only field that be irrigated from the wastewater using gravity irrigation, so it is the only acres that can be recommended under this water right. The remainder of the right is irrigated with Black Canyon Irrigation District water. The field being irrigated can also be irrigated with Black Canyon water, so this claim should recognize the Black Canyon Irrigation District water use and limit the total irrigation of this use to the 0.03 cfs standard for lands under 5 acres or a total of 0.06 cfs.

Everything else in the claim appears to be correct and will be recommended as claimed.

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:

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			04/04/2006	scurtis	Active
Contacts	9/20/2006 7:35:36 AM	dnelson			Active
Priority Date	9/20/2006 7:36:32 AM	dnelson			Active
POD	9/20/2006 7:37:15 AM	dnelson			Active
Source	9/20/2006 7:37:52 AM	dnelson			Active
POU	9/20/2006 7:38:52 AM	dnelson			Active
Use	9/20/2006 7:40:00 AM	dnelson			Active
Season	9/20/2006 7:40:28 AM	dnelson			Active
Quantity	9/20/2006 7:41:13 AM	dnelson			Active
Summary			09/20/2006	dnelson	Active

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-31226 V1

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Summary	4/4/2006 6:29:00 AM	scurtis	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed?
Contacts	9/20/2006 7:35:36 AM	dnelson	(No) 1. Do you want to schedule an appointment? Comment for 1: Use is below the threshold requiring a field exam of 0.21 cfs.
General	9/20/2006 7:36:32 AM	dnelson	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (No) 7. Is the basis of claim a Application or Permit? (No) 8. Is the basis of claim a posted notice? (No) 9. Is the Priority Date of this water use after the date a permit is required for the source and the water use? (Yes) 12. Does the claim file contain sufficient evidence of Priority Date? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required? Description for Question 12/13 - Letter from former owner and current neighbor.
POD	9/20/2006 7:37:03 AM	dnelson	Updated shape
POD	9/20/2006 7:37:16 AM	dnelson	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
Source	9/20/2006 7:37:53 AM	dnelson	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim an Application or Permit? (No) 6. Is the basis of claim a Posted Notice? (No) 7. Is there evidence that there has been a change in the source? (Yes) 10. Does the file contain all the necessary information to verify the source? (No) 11. Is a Source remark and/or condition required? Description for Question 10 - Maps from file and new owners.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31226 V1

POU	9/20/2006 7:38:52 AM	dnelson	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 13 - Maps in file and from new owners.
POU	9/20/2006 7:38:43 AM	dnelson	Updated shape for Active POU
Use	9/20/2006 7:40:00 AM	dnelson	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Purpose of Use? (Yes) 11. Does the file contain all the necessary information to verify the Water Use? (No) 13. Is a Purpose of Use remark and/or condition required? Description for Question 10,11,12 - Claim submitted by previous owner, current owner information, and letter from former owner/neighbor.
Season	9/20/2006 7:40:28 AM	dnelson	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
Quantity	9/20/2006 7:41:14 AM	dnelson	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is the basis of claim a posted notice? (No) 7. Is a flow measurement required? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (Yes) 12. Is a Quantity remark or condition required? Description for Question 7 - This claim is below the 0.21 cfs threshold requiring a measurement.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31226 V1

Summary	9/20/2006 7:45:04 AM	dnelson	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (No) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
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Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-31226

WATER RIGHT NUMBER: 63-31226

Owner Type Name and Address
 Current Owner NELSON D BRANT
 2415 SANDHOLLOW RD
 CALDWELL, ID 83609
 (208)454-0720

Priority Date: 04/15/1957

Basis: Beneficial Use

Status: Active

Source

WASTE WATER

Tributary

SAND HOLLOW CREEK

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.060 CFS	

Total Diversion: 0.060 CFS

Location of Point(s) of Diversion

WASTE WATER

PAYETTE County

NE1/4NW1/4

Sec. 13, Twp 06N, Rge 04W, B.M.

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	
06N	04W	13					2.0												2.0

Total Acres: 2

Conditions of Approval:Remarks:Comments:Dates and Other Information:

Claim Received Date: 3/26/2001

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal:

Owner Name Connector:

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:

OK less Than 5 acres.

OK

OK

OK

new owner's showed more acres, but this is a gravity KLOW SYSTEM; NORTH Fied ~~W~~ BLACK CANYON is all that can be irrigated.

W - BLACK CANYON

E - 0.02 CFS LIMITER.

To whom it may concern.

The water has run over the place at 2415 Sandhollow since the date mentioned (April, 15, 1957). The waste water is running downhill and into a ditch, and over the ditch. This is a on going flow of water on to this property. We also have water rights for this Property

Clifford Kersey

To whom it may concern:

Nelson Braut sold us this property with all the water rights. We also have waste water permits available.

The waste water flows from the back neighbors field on to our property.

Mr Kersey was the original owner of ~~of~~ all this land and the water has been flowing this way (downhill) since the above date you inquired about. April, 15, 1957.

Clifford Kersey



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 18, 2006

FLOYD AND COLLEEN WILLIAMS
2415 SANDHOLLOW RD
CALDWELL ID 83607

RE: CHANGE OF OWNERSHIP FORM

Dear Mr. and Ms. Williams:

Enclosed is a copy of the change of ownership form you requested. I have also extended the deadline to provide proof of priority mentioned in by 4/25/2006 letter until June 5, 2006. If you have any questions or concerns please contact me at the above address.

Respectfully,

A handwritten signature in black ink, appearing to read 'Daniel A. Nelson', with a long, sweeping horizontal line extending to the right.

Daniel A. Nelson
Sr. Water Right Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 25, 2006

FLOYD OR COLLEEN WILLIAMS
2415 SAND HOLLOW RD
CALDWELL ID 83609

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM 63-31226

Dear Mr. and Ms. Williams:

Nelson D Brant on 3/26/2001 filed the above-mentioned Snake River Basin Adjudication (SRBA) claim. Apparently, Mr. Brant has sold this property to you. Since a water right is appurtenant to the land, this water right could now belong to you. If this is the case, then you will want to file a change of ownership form, and supply the information listed in my 4/19/2006 letter. I have enclosed a copy of my 4/19/2006 letter to Mr. Brant and a change of ownership form for your records.

If you have any questions or concerns please contact me at the above address. If you are no longer interested in using this water right, then you can send me a letter asking that I disallow the claim.

In order to get this information in time to process this claim, please contact me by 5/17/2006. Thank you for your time and effort.

Respectfully,

Daniel A. Nelson
Sr. Water Right Agent

enclosures: April 19th letter to Nelson D. Brant
Change of Ownership Form
Evidence of Priority Pamphlet
Notice of Claim A63-31226
2004 Aerial Photo



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

May 18, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

FLOYD AND COLLEEN WILLIAMS
2415 SANDHOLLOW RD
CALDWELL ID 83607

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Respectfully,

A handwritten signature in black ink, appearing to read 'Daniel A. Nelson'.

Daniel A. Nelson
Sr. Water Right Agent

MEMORANDUM

TO: ADJUDICATION CLAIM FILE A63-31226

FROM: DANIEL A. NELSON

DATE: 4/25/06

SUBJECT: TELEPHONE CONVERSATION WITH PAYETTE COUNTY
ASSESSOR

On the above date, I received a return letter in the mail that was sent to Nelson D. Brant. I called the Payette County assessor, and discovered that their records show the current owner as:

Floyd and Colleen Williams
2415 Sandhollow RD
Caldwell ID 83609

← 83607 per Williams

I sent out another letter out to these individuals on this date.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 25, 2006

FLOYD OR COLLEEN WILLIAMS
2415 SAND HOLLOW RD
CALDWELL ID 83609 83607

RE: SNAKE RIVER BASIN ADJUDICATION CLAIM 63-31226

Dear Mr. and Ms. Williams:

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Respectfully,

Daniel A. Nelson
Sr. Water Right Agent

enclosures: April 19th letter to Nelson D. Brant
Change of Ownership Form
Evidence of Priority Pamphlet
Notice of Claim A63-31226
2004 Aerial Photo



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

April 19, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

NELSON D BRANT
2415 SAND HOLLOW RD
CALDWELL ID 83609

RE: EVIDENCE OF PRIORITY

Snake River Basin Adjudication Claim No(s): A63-31226

Dear Claimants,

In the past, you submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated printout of the claim(s) for your reference only, it is not necessary to return this printout. You indicated, when this claim was filed, that the water right(s) was based on a "Statutory Claim" or "Beneficial Use" of the water.

Water rights of this type are established by historical beneficial use of the water, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources, since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "Evidence of Priority" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled. "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date."

It is important that each element of the Notice of Claim be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

Page 2
Brant

In addition, since it is our goal to decree the historical water right within the Snake River Basin as accurately as possible, I will need an accurate location of the well used for irrigation under this water right. Please carefully mark on the enclosed aerial photo the exact location of the well for this right.

The required evidence supporting the priority date(s) requested and the aerial photo needs to be returned to me by May 12, 2006. Please let me know if you may not be able to submit proof of priority or have any questions not covered by this letter and the enclosed pamphlet, by the date indicated above.

If you have any questions or concerns, please contact me at the above address.

Respectfully,



Daniel A. Nelson
Senior Agent
Western Region Office - IDWR

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim A63-31226
2004 aerial photo

NOTE: If you no longer own the property upon which this claim was filed, please contact this office immediately. Idaho State law requires that the Department be notified of a change of owner or address on a water right.

Idaho Dept. of Water Resources

Place of Use Comparison Report

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESWSE	NWSE	SWSE	SESE	Total
Rec	63 2878	BLACK CANYON IRRIGATION DIST.	ELIJAH DRAIN, WILSON DRAIN	06N04W13	X	X	X	X	X	X	X	X	X				X	X	X	X	0
Rec	63 2322	UNITED STATES OF AMERICA ACTING THROUGH,	ELIJAH SLOUGH, WILSON SLOUGH	06N04W13	X	X	X	X	X	X	X	X	X				X	X	X	X	0
Claim	63 29888	MEXETTA R GARDNER,	GROUND WATER	06N04W13					X							X					0
Claim	63 29888	MEXETTA R GARDNER,	GROUND WATER	06N04W13					X												0
Claim	63 8094	DAVID E NUERENBERG,	GROUND WATER	06N04W13	38	3	1	13													55
Claim	63 9103E	LEONARD K HAYDEN,	GROUND WATER	06N04W13					1		6										7
Permit	63 31375	JERRY L WILSON, PAMELA A WILSON,	GROUND WATER	06N04W13										7							7
Rec	63 29888	MEXETTA R GARDNER,	GROUND WATER	06N04W13					X												0
Rec	63 29888	MEXETTA R GARDNER,	GROUND WATER	06N04W13					X												0
Right	63 20544	ALMON H TAYLOR, GLENNA J TAYLOR,	GROUND WATER	06N04W13												X					0
Right	63 20544	GLENNA J TAYLOR,	GROUND WATER	06N04W13												X					0
Right	63 28497	A G SMITH, MARGARET SMITH,	GROUND WATER	06N04W13								X									0
Right	63 28786	NELSON D BRANT,	GROUND WATER	06N04W13					X												0
Right	63 28786	NELSON D BRANT,	GROUND WATER	06N04W13					X												0
Right	63 30317	KAREN KERSEY, ROBERT G KERSEY,	GROUND WATER	06N04W13																	0
Right	63 30340	JOHN KELLEHER, NAIDA KELLEHER,	GROUND WATER	06N04W13															X		0
Right	63 7096	ESTATE OF EDNA L MC VEY,	GROUND WATER	06N04W13																2	2
Right	63 8094	ESTHER H TAYLOR, AL TAYLOR,	GROUND WATER	06N04W13																	65
Right	63 9103A	LEONARD K HAYDEN,	GROUND WATER	06N04W13																	7
Rec	65 2433	UNITED STATES OF AMERICA ACTING THROUGH,	PAYETTE RIVER	06N04W13																	0
Claim	65 2900	BLACK CANYON IRRIGATION DIST,	TUNNEL NO 2 DRAIN	06N04W13																	0
Rec	65 2900	BLACK CANYON IRRIGATION DIST,	TUNNEL NO 2 DRAIN	06N04W13																	0
Claim	63 8093	DON P HELSLEY,	UNNAMED DRAIN	06N04W13																	31

Nothing found
on Canyon Co.
website

4/4/2006

Idaho Dept. of Water Resources
Place of Use Comparison Report

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