

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 37-208F
Date Received: 12/20/1988
Receipt No: X999999
Received By:

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name of Claimant(s)

GREG FERRIS
PO BOX 885
KETCHUM ID USA 83340

Phone: (208)578-0809

LEE ANN FERRIS
PO BOX 885
KETCHUM ID USA 83340

Phone: (208)578-0809

2. Date of Priority: 06/01/1880

3. Source: CROY CREEK

Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	17E	35	NW NE	BLAINE	

5. Description of diverting works:

PIPED TO POND AND PUMPED TO WHEEL LINES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	10/31	0.43	65.5
STOCKWATER	01/01	12/31	0.01	0.4

7. Total Quantity Appropriated is:
0.43 C.F.S. and/or 65.5 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
----------	-------	---------	----------------	-----	-------

02N	17E	35	NW	NE	IRRIGATION	19.6
			NW	NE	STOCKWATER	
					Section Acres	19.6
					Total Acres	19.6

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

CLAIM AMENDED PER APPROVED TRANSFER #5473

Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

OWNERSHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO BRUNETTO/WEBER. THEY THEN SPLIT THE TWO LOTS. A37-00208F GOES TO BRUNETTO/WEBER WITH 19.6 ACRES (.83 CFS) ON 1A. DOLLAR/LINDSEY HAS A37-00208G WITH 18.4 ACRES (.77 CFS) ON 1B. OWNERSHIP CHANGE WITH WARRANTY DEEDS AND QUITCLAIM DEEDS. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO. TLB 11/28/95

***** OWNERSHIP CHANGE MADE 1/9/96 BY TLB.
***** 6/4/98 tf;
CORRECTED SPELLING OF CURRENT OWNERS NAMES.

Place of use is located within Lot 1A, Croy Creek Meadows Subdivision.

15. Basis of Claim: Decreed

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: A37-00208F
Date Received: 12/20/1988
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: GREG RICHARD FERRIS 208-726-7360
Address: PO BOX 1068
KETCHUM ID 83340
AND/OR
Name: LEE ANN GODDARD FERRIS 208-726-7360
Address: PO BOX 1068
KETCHUM ID 83340

2. Date of Priority: JUN 1, 1880

3. Source: CROY CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	17E	34	SE	SE	NE		BLAINE
		35	SE	NW	NE		BLAINE
			SE	NE	NW		BLAINE

5. Description of diverting works:
EARTH FILLED HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.830		
STOCKWATER	01/01	12/31	0.010		

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

8. Total consumptive use is 49.4 Acre Feet Per Annum.

9. Non-irrigation uses:
S/20 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	17E	35	NW	NE		IRR	19.6
			NW	NE		STOCK	
					Section Acres		19.6
					Total Acres		19.6

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-12753

14. Remarks:

OWNERSHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO BRUNETTO/WEBER. THEY THEN SPLIT THE TWO LOTS. A37-00208F GOES TO BRUNETTO/WEBER WITH 19.6 ACRES (.83 CFS) ON 1A. DOLLAR/LINDSEY HAS A37-00208G WITH 18.4 ACRES (.77 CFS) ON 1B. OWNERSHIP CHANGE WITH WARRANTY DEEDS AND QUITCLAIM DEEDS. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO. TLB 11/28/95

OWNERSHIP CHANGE MADE 1/9/96 BY TLB.

6/4/98 tf; CORRECTED SPELLING OF CURRENT OWNERS NAMES.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MC ATEE

Decree Plaintiff

FAULKNER/BUTER

vs

Decree Defendant

Order No. 21417

WARRANTY DEED

FOR VALUE RECEIVED

Garry A. Weber, an unmarried man, and Michael Brunetto, an unmarried man

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

Greg Richard Ferris and Lee Ann Goddard Ferris, husband and wife

GRANTEE(s) whose address is: P. O. Box 1068, Ketchum, ID 83340

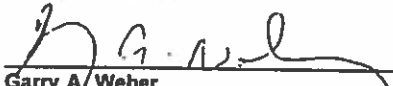
the following described real property in Blaine County, Idaho, to wit:

Lot 1A of the REPLAT OF LOTS 1A AND 1B OF THE REPLAT OF LOTS 1A AND 1B, CROY CREEK MEADOWS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 358648, records of Blaine County, Idaho.

Subject To: Taxes, easements, restrictions and encumbrances of record.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 21, 1995


Garry A. Weber


Michael Brunetto

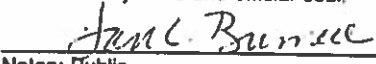
State of Idaho

County of Blaine

ss.

On this 27th day of December, in the year 1995, before me, the undersigned, personally appeared Garry A. Weber and Michael Brunetto, 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.

WITNESS my hand and official seal.


Notary Public

Residing at

Commission Expires: 2-15-98

J. Burrell Notary



BLAINE CO. REQUEST
OF **SANJOOTH TITLE**
95 DEC 29 PM 2 07
MARY GREEN, CLERK
FEES \$3.00

385637

Acad

Order No. 21417

385640

QUITCLAIM DEED

BLAINE CO. REQUEST

FOR VALUE RECEIVED

SAWTOOTH-TITLE

Garry A. Weber, an unmarried man, and Michael Brunetto, an unmarried man,
do hereby CONVEY, RELEASE, REMISE and FOREVER quit claim unto

95 DEC 29 PM 2 09

Greg Richard Ferris and Lee Ann Goddard Ferris, husband and wife

MARY GREEN, CLERK

whose address is: P. O. Box 1068, Ketchum, ID 83340

FILES \$12.00

the following described premises situated in Blaine County, Idaho, to wit:

Conveying without warranty water rights described on Exhibit "A" attached hereto and made a part hereof,
and appurtenant to the following described property.

Lot 1A of the REPLAT OF LOTS 1A AND 1B OF THE REPLAT OF LOTS 1A AND 1B, CROY CREEK
MEADOWS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 358648, records
of Blaine County, Idaho.

together with their appurtenances.

Dated: December 21, 1995

Garry A. Weber
Garry A. Weber

Michael Brunetto
Michael Brunetto

State of Idaho

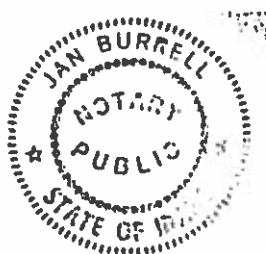
County of Blaine

} ss.

On this 21st day of December, in the year 1995, before me, the undersigned,
personally appeared Garry A. Weber and Michael Brunetto, 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.

WITNESS my hand and official seal.

Jan. Brunell
Notary Public
Residing at Harley - 12-28
Commission Expires:



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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A37-00208F

Date Received: 12/20/1988

Receipt No: X777777

Received By: *OJC HLB*

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: GREY RICHARD FERRIS 208-726-7360
Address: PO BOX 1068
KETCHUM ID 83340
AND/OR
Name: LEE ANN GOODDARD FERRIS 208-726-7360
Address: PO BOX 1068
KETCHUM ID 83340

2. Date of Priority: JUN 1, 1880

3. Source: CROY CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	17E	34	SE	SE	NE		BLAINE
		35	SE	NW	NE		BLAINE
			SE	NE	NW		BLAINE

5. Description of diverting works:
EARTH FILLED HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.830		
STOCKWATER	01/01	12/31	0.010		

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

8. Total consumptive use is 49.4 Acre Feet Per Annum.

9. Non-irrigation uses:
S/20 HORSES

MICROFILMED
NOV 22 1996

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	17E	35	NW	NE		IRR	19.6
			NW	NE		STOCK	
Section Acres							19.6
Total Acres							19.6

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-12753

14. Remarks:

OWNERSHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO BRUNETTO/WEBER. THEY THEN SPLIT THE TWO LOTS. A37-00208F GOES TO BRUNETTO/WEBER WITH 19.6 ACRES (.83 CFS) ON 1A. DOLLAR/LINDSEY HAS A37-00208G WITH 18.4 ACRES (.77 CFS) ON 1B. OWNERSHIP CHANGE WITH WARRANTY DEEDS AND QUITCLAIM DEEDS. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO. TLB 11/28/95

OWNERSHIP CHANGE MADE 1/9/96 BY TLB.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MC ATEE

Decree Plaintiff

FAULKNER/BUTER

vs

Decree Defendant

MICROFILMED
NOV 22 1996

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

RECEIVED

JAN 04 1996

Department of Water Resources

Department of Water Resources
RECEIVED
1996

JAN 08 1996

Department of Water Resources
Southern Region

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

MICROFILMED
NOV 22 1996

Order No. 21417

QUITCLAIM DEED

RECEIVED

JAN 04 1996

FOR VALUE RECEIVED

Department of Water Resources

Garry A. Weber, an unmarried man, and Michael Brunetto, an unmarried man

do hereby CONVEY, RELEASE, REMISE and FOREVER quit claim unto

Greg Richard Ferris and Lee Ann Goddard Ferris, husband and wife

whose address is: P. O. Box 1068, Ketchum, ID 83340

the following described premises situated in Blaine County, Idaho, to wit:

Conveying without warranty water rights described on Exhibit "A" attached hereto and made a part hereof, and appurtenant to the following described property.

Lot 1A of the REPLAT OF LOTS 1A AND 1B OF THE REPLAT OF LOTS 1A AND 1B, CROY CREEK MEADOWS SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 358648, records of Blaine County, Idaho.

together with their appurtenances.

Dated: December 21, 1995

Garry A. Weber
Garry A. Weber

Michael Brunetto
Michael Brunetto

State of Idaho

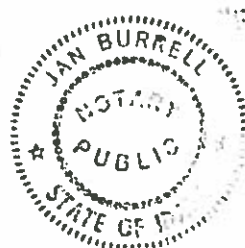
County of Blaine

} ss.

On this 27th day of December, in the year 1995, before me, the undersigned, personally appeared Garry A. Weber and Michael Brunetto, 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.

WITNESS my hand and official seal.

Jan. Burrell
Notary Public
Residing at Hailey - 12-98
Commission Expires:



MICROFILMED
NOV 22 1996

JAN 04 1996

Department of Water Resources

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: A37-00208F
Date Received: 12/20/1988
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILED

208-726-9619

1. Name: MICHAEL BRUNETTO
Address: PO BOX 561
KETCHUM ID

83340

AND/OR

Name: GARY WEBER
Address: PO BOX 561
KETCHUM ID

83340

208-726-9619

2. Date of Priority: JUN 1, 1980

3. Source: CROY CREEK

Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	17E	34	SE	SE	NE		BLAINE
		35	SE	NW	NE		BLAINE
			SE	NE	NW		BLAINE

5. Description of diverting works:
EARTH FILLED HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.830		
STOCKWATER	01/01	12/31	0.010		

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

A.F.A.

8. Total consumptive use is

49.4 Acre Feet Per Annum.

9. Non-irrigation uses:
8/20 HORSES

A37-00208F

Page 1

Date: 11/28/95

MICROFILMED
NOV 22 1996

WZ

NOV-28-'95 TUE 11:55

FBI LABORATORY

RECEIVED

JAN 04 1996

Department of Water Resources

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	17E	35	NW NE	NE NE	IRR STOCK	19.6
Section Acres						19.6
Total Acres						19.6

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-12753

14. Remarks:

OWNERSHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO BRUNETTO/WEBER. THEY THEN SPLIT THE TWO LOTS. A37-00208F GOES TO BRUNETTO/WEBER WITH 19.6 ACRES (.83 CFS) ON 1A. DOLLAR/LINDSEY HAS A37-00208G WITH 18.4 ACRES (.77 CFS) ON 1B. OWNERSHIP CHANGE WITH WARRANTY DEEDS AND QUITCLAIM DEEDS. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO. TLB 11/28/95

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MC ATER

Decree Plaintiff

FAULKNER/BUTER

vs

Decree Defendant

A37-00208F

Page 2

Date: 11/28/95

*MB*MICROFILMED
NOV 22 1996

RECEIVED

JAN 04 1996

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

A.F.A.

Department of Water Resources

8. Total consumptive use is

49.4 Acre Feet Per Annum.

9. Non-irrigation uses:
8/20 HORSES

A37-00208F

Page 1

Date: 11/28/95

W.B.

MICROFILMED
NOV 22 1996

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A37-00208F

Date Received: 12/20/1988

Receipt No: X777777

Received By: *OK*
ALB

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: MICHAEL BRUNETTO

208-726-9619

Address: PO BOX 561

KETCHUM ID

83340

AND/OR

Name: GARY WEBER

208-726-9619

Address: PO BOX 561

KETCHUM ID

83340

2. Date of Priority: JUN 1, 1880

3. Source: CROY CREEK

Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	17E	34	SE	SE	NE		BLAINE
		35	SE	NW	NE		BLAINE
			SE	NE	NW		BLAINE

5. Description of diverting works:
EARTH FILLED HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.830		
STOCKWATER	01/01	12/31	0.010		

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

A.F.A.

8. Total consumptive use is

49.4 Acre Feet Per Annum.

9. Non-irrigation uses:
S/20 HORSES

MICROFILMED
NOV 22 1996

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	17E	35	NW	NE		IRR	19.6
			NW	NE		STOCK	
						Section Acres	19.6
						Total Acres	19.6

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-12753

14. Remarks:

OWNERSHIP CHANGE RESULTED IN A SPLIT. BUTLER FIRST SOLD TO BRUNETTO/WEBER. THEY THEN SPLIT THE TWO LOTS. A37-00208F GOES TO BRUNETTO/WEBER WITH 19.6 ACRES (.83 CFS) ON 1A. DOLLAR/LINDSEY HAS A37-00208G WITH 18.4 ACRES (.77 CFS) ON 1B. OWNERSHIP CHANGE WITH WARRANTY DEEDS AND QUITCLAIM DEEDS. THIS WAS ALSO CONFIRMED BY A PHONE CONVERSATION WITH MR. BRUNETTO. TLB 11/28/95

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MC ATEE

Decree Plaintiff

FAULKNER/BUTER

vs Decree Defendant

MICROFILMED
NOV 22 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

DATE OF CLOSING: April 1994

LEGAL DESCRIPTION OF PROPERTY: Township 2N Range 17E
Section 35, 1/4 of 1/4 of 1/4, Govt. Lot NOV BM. 1995
Lot 1A, Block, Subdivision/Townsite

If you have additional legal descriptions, please attach separate sheet. * Department of Water Resources
Southern Region

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s)
Assigned by IDWR: A37-00208 E

[] Name and Address of Former
Owner/Claimant(s)(Seller): Bruce Butler
P.O. box 478
Hailey ID 83333

[] New Owner/Claimant
(Purchaser): Michael Brunetta/Garry Weber

[] New Mailing Address: P.O. box 561
Ketchum ID 83340

[] New Telephone Number: (208) 726 - 9619

[] Does the change in ownership result in a splitting of the water right owned/claimed? ☒ yes ☐ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

1/2 Everything

[] Attach proof of
ownership, describe
proof attached:

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[] Signature of New
Owner/Claimant(s) [Signature] Date 11-10-95

[] Signature of Former
Owner/Claimant(s): [Signature] Date 11-17-95

Date 11-20-95

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: 11-28-95 By: HALB

Claim Numbers of Split, if any:

A37-00208E + A37-00208F

MICROFILMED

NOV 22 1996

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



WARRANTY DEED

For Value Received **BRUCE T. BUTLER AND KIM BUTLER, HUSBAND AND WIFE,**

the Grantor hereby grants, bargains, sells, conveys and warrants unto **GARRY WEBER, A SINGLE PERSON,**

the Grantee whose current address is: **1525 ELM STREET, STE. 1800, DALLAS, TX 75201**

the following described premises, to-wit:

Lot 1A of a Replat of Lots 1A & 1B of AMENDED CROY CREEK MEADOWS, Blaine County, Idaho, according to the official plat thereof, recorded October 30, 1992 as Instrument No. 346568, records of Blaine County, Idaho.

Together with all water rights appurtenant thereto, including water rights evidenced by Idaho Department of Water Resources Decree #37-0208 for Eighty (80) miner's inches of water from Croy Creek with a priority date of June 1, 1880.

BLAINE CO. REQUEST
OF BLAINE COUNTY TITLE

1992 NOV -5 P 3:57

MARY GREEN, CLERK
FEES \$3⁰⁰

346793
Dead

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 30, 1992

BRUCE T. BUTLER

KIM BUTLER

State of IDAHO

ss.

County of BLAINE

On this 4th day of November, 1992, before me, the undersigned, a Notary Public, in and for said State, personally appeared BRUCE T. BUTLER AND KIM BUTLER

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
Residing at: CARRY
Commission Expires: 10/18/97



MICROFILMED
NOV 22 1996



For Value Received **BRUCE T. BUTLER AND KIM BUTLER, HUSBAND AND WIFE,**

the Grantor hereby grants, bargains, sells, conveys and warrants unto GARRY WEBER, A SINGLE PERSON,

the Grantee whose current address is: 1525 ELM STREET, STE. 1800, DALLAS, TX 75201

the following described premises, to-wit:

Lot 1B of a Replat of Lots 1A & 1B of AMENDED CROY CREEK MEADOWS,
Blaine County, Idaho, according to the official plat thereof, recorded
October 30, 1992 as Instrument No. 346568, records of Blaine County, Idaho.

NAME OF REQUEST

BLAINE COUNTY TITLE

1992 NOV -5 P 3: 56

346792

L. E. N. CLERK

Deed

2235 3^{1/2}

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 30, 1992

BRUCE T. BUTLER

KIM BUTLER

State of IDAHO

33.

County of **BLAINE**

On this 4th day of November, 1992, before me, the undersigned, a Notary Public, in and for said State, personally appeared BRUCE T. BUTLER AND KIM BUTLER known to me and/or identified to me on the basis of

BUTLER _____, known to me, and/or identified to me on the basis of
satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me
that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

Notary Public

Residing at: **CAREY**

Commission Expires: 10/18/97

MICROFILMED
NOV 22 1996



Order No. 19935236
This form furnished by
Blaine County Title Associates

QUITCLAIM DEED

THIS INDENTURE, Made this 22nd day of April

in the year of our Lord one thousand nine hundred and ninety four
GARRY WEBER, AN UNMARRIED MAN

between

as Grantor and

GARRY WEBER, AN UNMARRIED MAN AND MICHAEL BRUNETTO, AN UNMARRIED
MAN

as Grantee

whose current address is 1525 ELM STREET, STE. 1800, DALLAS, TEXAS 75201

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows; to-wit:

Lot 1A of a Replat of Lots 1A & 1B of AMENDED CROY CREEK MEADOWS, Blaine County, Idaho, according to the official plat thereof, recorded November 3, 1993, as Instrument No. 358648, records of Blaine County, Idaho.

BLAINE CO. REQUEST

OF BLAINE COUNTY TITLE

1994 APR 28 P 3:35

365250

MARY GREEN, CLERK *mg*

Deal

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year first above written.

Garry Weber by Michael P. Brunetto
GARRY WEBER

attx in fact

State of IDAHO

County of BLAINE

On this 22nd day of April, 1994, before me, the undersigned, a Notary Public, in and for said State, personally appeared

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

MICROFILMED
(SEAL)
NOV 22 1996

Notary Public
Residing at: BELLEVUE
Commission Expires 12/31/94

Order No. 19935236
This form furnished by
Blaine County Title Associates

State of IDAHO

County of BLAINE

On this 22nd day of April, 1994, before me, the undersigned, a Notary Public, in and for said State, personally appeared MICHAEL BRUNETTO

known to me to be the person whose name is subscribed as the Attorney-in-fact of GARY WEBER and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same on behalf of him.

WITNESS MY HAND AND OFFICIAL SEAL.

Marla G. Mink

Notary Public
Residing at: BELLEVUE
Commission Expires: 12/01/94

(Acknowledgment - Power of Attorney)



MICROFILMED
NOV 22 1996



Order No. 19935459
This form furnished by
Blaine County Title Associates

QUITCLAIM DEED

THIS INDENTURE, Made this 31st day of March

in the year of our Lord one thousand nine hundred and ninety four
GARRY WEBER, AN UNMARRIED MAN

between

as Grantor and

MICHAEL BRUNETTO, AN UNMARRIED MAN AND GARRY A. WEBER, AN UNMARRIED
MAN

as Grantee

whose current address is BOX 561, KETCHUM, IDAHO 83340

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land, situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

Lot 1B of A REPLAT OF LOTS 1A AND 1B OF REPLAT OF LOTS 1A AND 1B OF CROY CREEK MEADOWS, according to the official plat thereof, recorded November 3, 1993, as Instrument No. 358648, records of Blaine County, Idaho.

BLAINE CO. REQUEST
OF BLAINE COUNTY TITLE

1994 APR 28 P 3:34

365247

MARY GREEN, CLERK *mg*
FEES \$ 3.00

Deed

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereunto set his hand and seal the day and year first above written.

Garry Weber by Michael Brunetto
GARRY WEBER *Att in Fact*

State of IDAHO

ss.

County of BLAINE

On this 22nd day of April, 1994, before me, the undersigned, a Notary Public, in and for said State, personally appeared MICHAEL BRUNETTO

known to me to be the person whose name is subscribed as the Attorney-in-fact of GARRY A. WEBER and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same on behalf of him.

WITNESS MY HAND AND OFFICIAL SEAL.

Marla G. Mink

Notary Public
Residing at: BELLEVUE
Commission Expires: 12/01/94

(Acknowledgment - Power of Attorney)





BCT#19935230

RETURN TO:

AMERICAN RESIDENTIAL MORTGAGE CORPORATION
5295 SOUTH 320 WEST, STE. 100
SALT LAKE CITY, UTAH 84107

[Space Above This Line For Recording Data]

DEED OF TRUST

LOAN NO. 930-903299

THIS DEED OF TRUST ("Security Instrument") is made on **APRIL 19, 1994**. The grantor is
MICHAEL BRUNETTO, UNMARRIED MAN AND GARRY WEBER, UNMARRIED MAN

("Borrower"). The trustee is **BOISE TITLE AND ESCROW, INC. OF IDAHO**

("Trustee"). The beneficiary is **AMERICAN RESIDENTIAL MORTGAGE CORPORATION, A CALIFORNIA CORPORATION**

which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and whose
address is **11119 N. TORREY PINES ROAD, LA JOLLA, CALIFORNIA 92037-1009**

NINETY THOUSAND AND 00/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ **90,000.00**).

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 **MAY 01, 2024**.

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 Trustee, in trust, with power of
sale, the following described property located in **BLAINE** County, Idaho:

**LOT 1A OF A REPLAT OF LOTS 1A & 1B OF AMENDED CROY CREEK MEADOWS
BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF,
RECORDED NOVEMBER 3, 1993, AS INSTRUMENT NO. 358948, RECORDS OF
BLAINE COUNTY, IDAHO.**

which has the address of **551 CROY CREEK ROAD, BLAINE COUNTY**
Idaho 83333 ("Property Address");

(Zip Code)

**MICROFILMED
NOV 22 1996**

[Street, City],

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

12/10 - 6R(1D) (8105)

VMP MORTGAGE FORMS - (313)283-8100 - (800)821-7281

Page 1 of 8

Form 3013 9/80
Amended 5/81



199IDBA8000903299

m B + G W by m B

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

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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.

NOV 22 1996

m B 6 64 67 m B

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. 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 and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the 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, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

m B & G W by m B

MICROFILMED
NOV 22 1990

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for 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 successors 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 17. 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. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **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 other 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.

15. **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.

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

u B & G W by u B

MICROFILMED
NOV 22 1996

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. 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 Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 20, "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:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, 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 a 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

Form 3013 9/90

NOV 22 1996

W B to GW by W B

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.

22. 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.

23. 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.

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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ V.A. Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

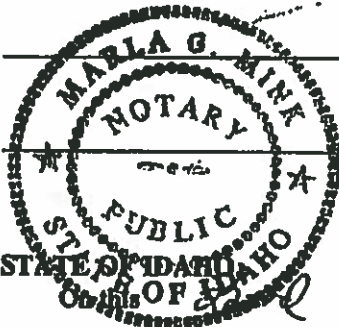
- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

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

Witnesses:

Michael Brunetto (Seal)
 MICHAEL BRUNETTO -Borrower

Garry Weber by Michael Brunetto (Seal)
 GARRY WEBER his atty in fact -Borrower



(Seal)
 -Borrower

(Seal)
 -Borrower

day of April

Blaine County ss:
 1994, before me, Maria G Mink
 , a Notary Public in and for said county and state, personally appeared

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

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

Maria G Mink
 Notary Public residing at: Bellevue
 Commission Expires 12/1/94

State of IDAHO

ss.

County of BLAINE

On this 22nd day of April, 1994, before me, the undersigned, a Notary Public, in and for said State, personally appeared MICHAEL BRUNETTO

_____, known to me to be the person whose name is subscribed as the Attorney-in-fact of GARRY WEBER and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same on behalf of him.

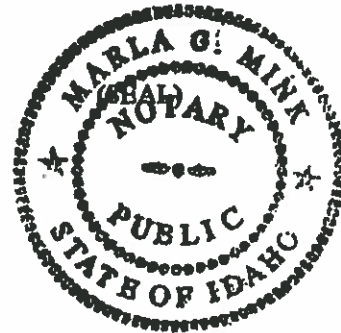
WITNESS MY HAND AND OFFICIAL SEAL.

Marla G. Mink

Notary Public

Residing at: BELLEVUE

Commission Expires: 12/01/94



(Acknowledgment - Power of Attorney)

MICROFILMED
NOV 22 1996

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A37-00208E
Date Received: 10/25/1988
Receipt No: C004212
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: BRUCE T. BUTLER 208-788-4379
Address: P.O. BOX 478
HAILEY, ID 83333
AND
Name: LINDA BUTLER 208-788-4379
Address: P.O. BOX 478
HAILEY, ID 83333

2. Date of Priority: JUN 01, 1880

3. Source: CROY CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	17E	34	SE	SE	NE		BLAINE
		35	SE	NW	NE		BLAINE
			SE	NE	NW		BLAINE

5. Description of diverting works:
EARTH FILLED HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is 95.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/20 HORSES

A37-00208E

Page 1

Date: 04/06/89

MICROFILMED
FEB 22 1983

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	17E	35	NW	NE		IRR	38.0
			NW	NE		STOCK	

Section Acres 38.0

Total Acres 38.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-12753

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

MC ATEE

Decree Plaintiff

vs

FAULKNER/BUTER

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

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

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

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

CIVIL CASE NUMBER: 39356 3-17-89
Ident. Number A37-00208E AMENDED
Date Received 3-8-89
Receipt Number C004212

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

AMENDED

MAR 17 1989

470 # enclosed H24
Department of Water Resource

Please type or print clearly

1. Name of Claimant (s) Butler, Bruce T. and Linda Phone (208) 788-4379
Mailing Address P.O. Box 478, Hailey, Idaho Zip 83333
2. Date of Priority (Only one (1) per claim) 06-01-1880
3. Source of water supply (a) Croy Creek
which is tributary to (b) Big Wood River
4. a. Location of existing point of diversion is: Township 02N Range 17E Section 34,
se 1/4 of SE 1/4 of NE 1/4, Govt. Lot, B.M., County of Blaine
Additional points of diversion if any: Sec. 35, SE 1/4 NW 1/4 NE 1/4, Sec. 35, SE 1/4 NE 1/4 NW 1/4
- 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. Earth filled headgates

COPY

MICROFILMED
FEB 22 1983

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 04/01 to 11/01 amount 1.6 or _____

For Stockwater purposes from 01/01 to 12/31 amount 0.02 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.6 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 95 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Stockwater for 20 horses

10. Description of place of use:

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

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

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
02N	17E	35		S38															38

Total number of acres irrigated 38

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

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

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

Domestic beneficial use A37-12753

or None ()

14. Remarks:

This amended claim only adds stockwater as a use.

COPY

MICROFILMED
FEB 22 1993

Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) ☐ Official Use ☐ Posted Notice ☐ License ☐ Permit ☒ Decree
If applicable provide IDWR Water Right Number 37-00208A E
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) Bruce T. Butler Date 3-8-89
Anda N. Butler Date 3-16-89

For Organizations: I do solemnly swear or affirm that I am _____ Title _____ of _____, that I have signed the foregoing document in the space below as _____ of _____ and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____
Title and Organization _____ Date _____

State of Idaho/or _____)
County of Ada) SS.
Bruce T. Butler

Subscribed and sworn (or affirmed) before me this 8th day of March 19 89

SEAL

Notary Public Carter Fritschle
Residing at _____

My Commission Expires Carter Fritschle, Notary Public
Residing at Eagle, Idaho
Please Print Name My Commission Expires March 21, 1994

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 _____

MICROFILMED
FEB 22 1993
COPY

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

STATE OF IDAHO, COUNTY OF BLAINE

On this 16th day of March 1989, before me, a notary public
in and for said State, personally appeared

Linda D. Butler

known to me to be the person whose name subscribed to the within
instrument, and acknowledged to me that Julia C. Tozier
executed the same.

Residing at Hailey, Idaho

Comm. Expires Oct. 15, 1992

MICROFILMED
FEB 22 1993

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: 39356

Ident. Number

A37-00208#E *mt*

Date Received

10-25-88

Receipt Number

C004212

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

OCT 25 1988

Department of Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) Bruce T and Linda Butler Phone (208) 788-4379
Mailing Address P.O. Box 478 Hailey, Idaho Zip 83333
2. Date of Priority (Only one (1) per claim) 6-01-1880
3. Source of water supply (a) Croy Creek/Red Elephant
which is tributary to (b) Snake River/Big Wood River
4. a. Location of existing point of diversion is: Township 2N Range 17E Section 35,
SE 1/4 of NW 1/4 of NE 1/4, Govt. Lot, _____ B.M., County of Blaine
Additional points of diversion if any: SE 1/4 NE 1/4 NW 1/4 Section 35
SE 1/4 SE 1/4 NE 1/4 Section 34
b. If instream flow, beginning point of claimed instream flow is:
Township 2N Range 17E Section 4, _____ 1/4 of SE 1/4 of NW 1/4,
Govt. Lot _____ B.M., County of Blaine
ending point is: Township 2N Range 17E Section 35, _____ SW 1/4 of NE 1/4 of
NE 1/4, Govt. Lot _____ B.M., County of Blaine
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. Earth filled Headgates

MICROFILMED
FEB 22 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from April 1 to Nov. 1 amount 1.60 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.60 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 666 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Stockwater 0.50 C.F.S January 1 to December 31 Domestic 1 Home .04 C.F.S 1986
Well

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	
2N	17E	35		38															38

Total number of acres irrigated 38

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.

or None ()

14. Remarks:

MICROFILMED
FEB 22 1993

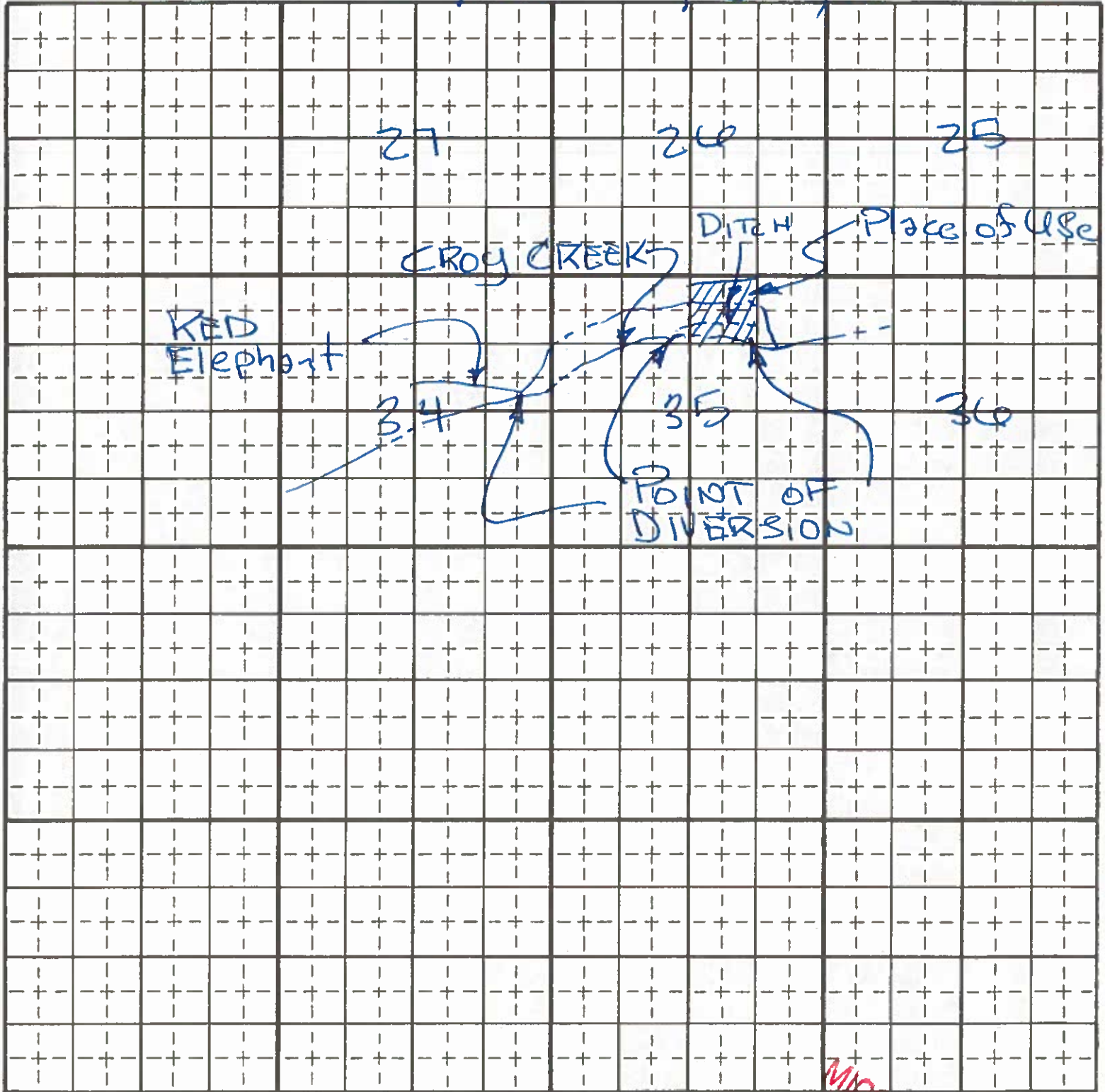
Last Name Butler Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

S. 35 T. 2 N., R. 17 E., B.M., Blaine Co.



Last Name

Butler

Ident No.

Copies: White-State, Yellow-Claimant

MICROFILMED
FEB 22 1993

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

Decree x

If applicable provide IDWR Water Right Number 37-00208A

Court 1987 Idaho Supreme Case Number 16491 Decree Date 6-1-1880

Plaintiff vs Defendant McAtee vs. Faulkner/Butler

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)

Linda J. Butler

Date 10-25-88

Date 10-25-88

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 _____

Title

of _____

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 Idaho)

County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 25th day of October 19 88

SEAL

Notary Public

Julia C. Tozier

Residing at

Hailey, Idaho

My Commission Expires

Oct. 15, 1992

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 Butler Ident. Number _____

Copies White-State, Yellow-Claimant

MICROFILMED
FEB 22 1993

Water Resources
ation Bureau
Box 83720
83720-0098

ADDRESS SERVICE
REQUESTED

FIRST CLASS



UNITED STATES POSTAL SERVICE
02 1A
000431 0839 NOV 22 2006
\$ 00.87⁰
MAILED FROM ZIP CODE 83702

RECEIVED

NOV 27 2003

DEPARTMENT OF
WATER RESOURCES

Bx17

37-208F



NOT DELIVERABLE
AS ADDRESSED,
UNABLE TO FORWARD

GREG FERRIS

LEE ANN FERRIS
PO BOX 885
KETCHUM ID 83340

09/22/2006

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

RIGHT NUMBER: 37-208F

NAME AND ADDRESS: GREG FERRIS
PO BOX 885
KETCHUM ID 83340

LEE ANN FERRIS
PO BOX 885
KETCHUM ID 83340

SOURCE: CROY CREEK

TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.280 CFS
42.000 AFY

This right when combined with all other rights shall provide no more than 3.5
afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 06/01/1880

POINT OF DIVERSION: T02N R17E S35 NWNE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	0.280 CFS 42.00 AFY
STOCKWATER	01/01 12/31	0.010 CFS 0.40 AFY

PLACE OF USE: IRRIGATION Within BLAINE County

T02N R17E S35 NWNE 12.00

STOCKWATER Within BLAINE County

T02N R17E S35 NWNE

12 ACRES TOTAL

Place of use is located within Lot 1A, Croy Creek Meadows Subdivision.

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 - Decreed

Failure of the right holder to comply with the conditions of this transfer is
cause for the Director to rescind approval of the transfer.

Use of water under this water right will be regulated by the watermaster of
State Water District No. 37.

The right holder shall maintain a measuring device and lockable controlling
works of a type approved by the Department in a manner that will provide
the watermaster suitable control of the diversion.

The right holder shall accomplish the change authorized by this transfer
within one (1) year of the date of this approval.



Idaho Department of Water Resources

SRBA Recommendation:

37-208F

(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



R17E

26

NENW

NWNE

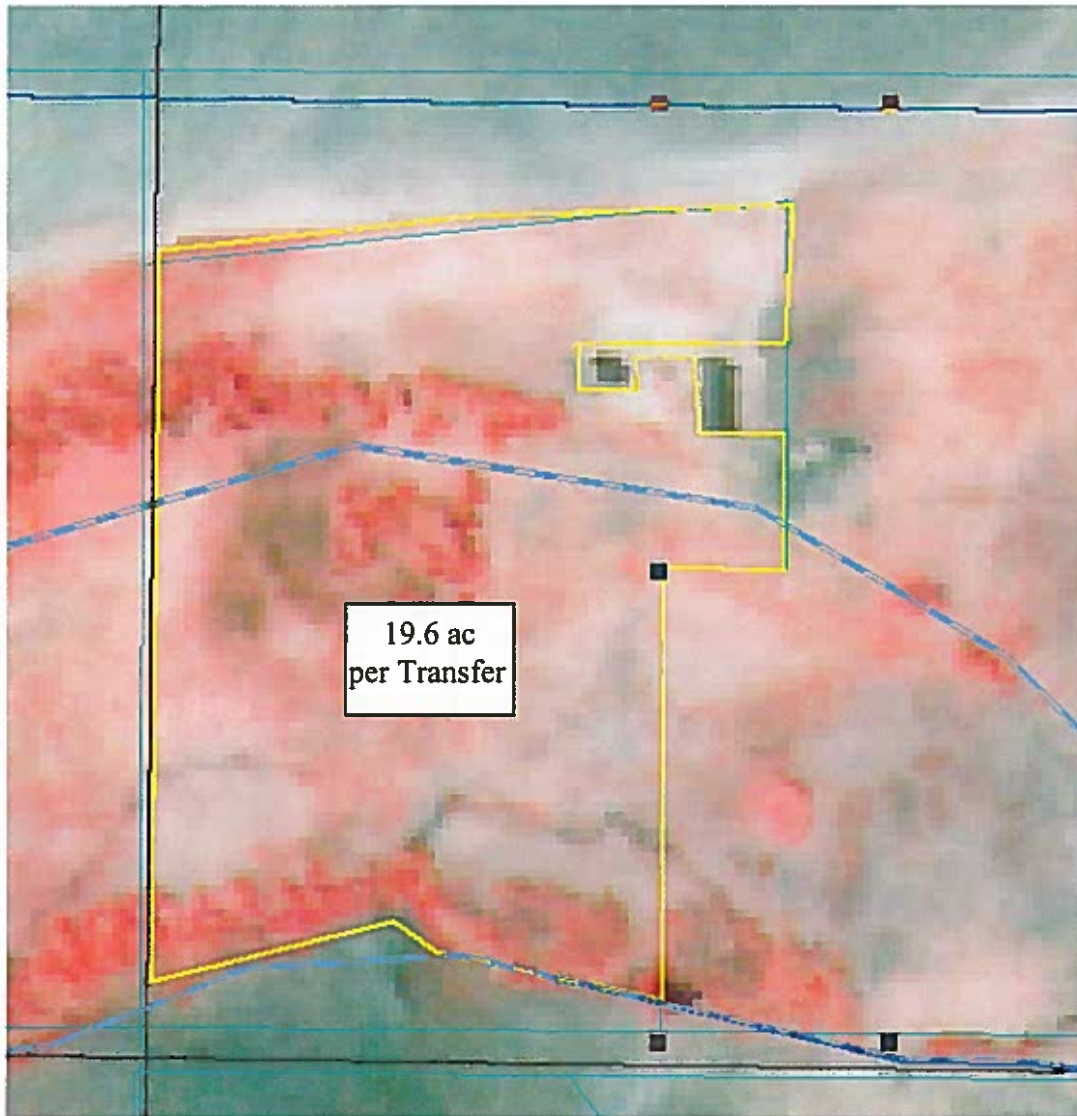
35

T02N

0 0.1 0.2 Miles

Prepared by E. NORQUES
On Tuesday, September 26, 2006
1987/88 Aerial Photography

Greg Ferris
37-208F T-5473





STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

RETURN SERVICE REQUESTED

37-208F

578-0809



U.S. POSTAGE
1170
3301 \$00.370 SEP 10 2004
2262 MAILED FROM ZIP CODE 83301

POSTNET
FEB 05
PO BOX 185
KETCHUM ID 83340
UNDELIVERABLE AS ADDRESSED
RETURNING ORDER EXPIRED.

RECEIVED

SEP 20 2004

Department of Water Resources
Southern Region



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5473
WATER RIGHT NO. 37-00208F

This is to certify that: GREG FERRIS
LEE ANN FERRIS
PO BOX 885
KETCHUM ID 83340

RECEIVED
MAR 23 2000
Department of Water Resources
Southern Region

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/31	0.43 CFS	65.5 AF
STOCKWATER	01/01 to 12/31	0.01 CFS	0.4 AF
	Totals	0.43 CFS	65.5 AF

<u>SOURCE</u>	<u>TRIBUTARY OF</u>
CROY CREEK	BIG WOOD RIVER

Priority: 06/01/1880

LOCATION OF POINT(S) OF DIVERSION: NWNE , Sec. 35, Township 02N, Range 17E
BLAINE County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
02N	17E	35	NWNE	18.7		18.7
Total number of acres irrigated:						18.7

PLACE OF USE: STOCKWATER, same as IRRIGATION use

CONDITIONS OF APPROVAL AND REMARKS

1. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
2. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

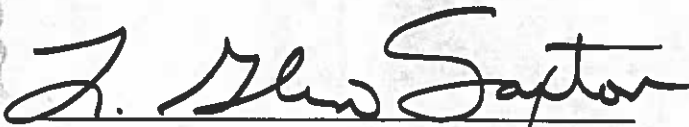
TRANSFER NO. 5473
WATER RIGHT NO. 37-00208F

CONDITIONS OF APPROVAL AND REMARKS

4. Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
5. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
6. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
7. Place of use is located within Lot 1A, Croy Creek Meadows Subdivision.

Dated this 20th day of

March, 2000


Chief, Water Allocation Bureau

D
W
R

MEMO TO THE FILE

FROM: Georgia Satterlee
DATE: 26 August 1999
RE: Transfers 4257, 5439, 5473

All three transfers are located in the Croy Creek Meadows Subdivision and are portions of water right, 37-00208. First, a brief history of the last eight months regarding my association with the three transfers. Minna Casser and LeeAnn Ferris came in the office December 1998. Both ladies wanted to file the same applications for transfer, which is, to move the existing point(s) of diversion, to a diversion point from the creek adjacent to their property. Minna Casser got her information together and filed an application for transfer in March 1999. LeeAnn Ferris was a couple months behind her.

While doing the research, I found the protest per T#4257 in the name of Leslie Clarke still pending. In addition to staffing the Casser application, I began the process of contacting the protestant to find out if there was a resolution or a continuation of their protest. The protest was withdrawn in May 1999.

Because the water rights are claimed for more than 1 miner's inch/acre, an excess flow analysis was performed to justify on-field diversion requirements.

The soil present on the site is Carey Lake Loam and Marshdale Bruneel Loam, according to the SCS soil data publication for Blaine County. Crop ET data was taken from Allen and Brockway (1983) for the Hailey Ranger Station. Only pasture crop was analyzed.

Historically, the land appears to have been flood irrigated from ditches on the north portion of the land. The land slopes southerly, towards Croy Creek.

The furrow spacing of 2.5 feet and a slope equally to the average field slope were assumed. A set time of 10 and 12 hours was used. The efficiency was above the 70 percent allowed. Therefore, 70 percent was used. The field irrigation requirement has been determined to be 0.015 cfs/acre, and the recommendation will be 0.02 cfs/acre.

The location of the "field headgate" for T#4257 is located 2,100 feet westerly of Clarke's place of use. Using the Worstall program, a conveyance loss of 0.05 cfs will be added to the field requirement.

Because Casser and Ferris will be diverting at their property, no ditch conveyance loss will be incorporated. Also their diversion rate will decrease according to the furrow program analysis.

Transfer #4257 37-00208D

The application for transfer, in the name of Leslie Clarke, requests a change in diversion point, from the ditch, via Croy Creek, also the applicant is requesting to drill a well for a supplemental irrigation diversion point.

The original adjudication claim A37-00208D filed on October 26, 1988, shows a rate of 0.40 cfs to irrigate 20 acres. The application for transfer shows irrigation of 13 acres. Using GIS, there are 16.3 acres delineated. The recommended rate for 37-00208D will be 0.33cfs plus the ditch conveyance loss of 0.05 cfs, for a total diversion rate of 0.38 cfs for the irrigation of 16.3 acres.

Transfer #4257 37-00208D continue

NO WELL WILL BE RECOMMENDED FOR IRRIGATION of acres associated with 37-00208D.

Transfer #5439 37-00208G

The application for transfer, in the name of Conrad and Minna Casser, is moving the existing point of diversion to a diversion point that is approximately 4,000 feet downstream. They will pump directly out of the creek at their property, which is the most easterly lot in the subdivision. The Casser lot contains approximately 20 acres, however, a portion of their lot is on the north side of Croy Creek Road and has not been historically irrigated.

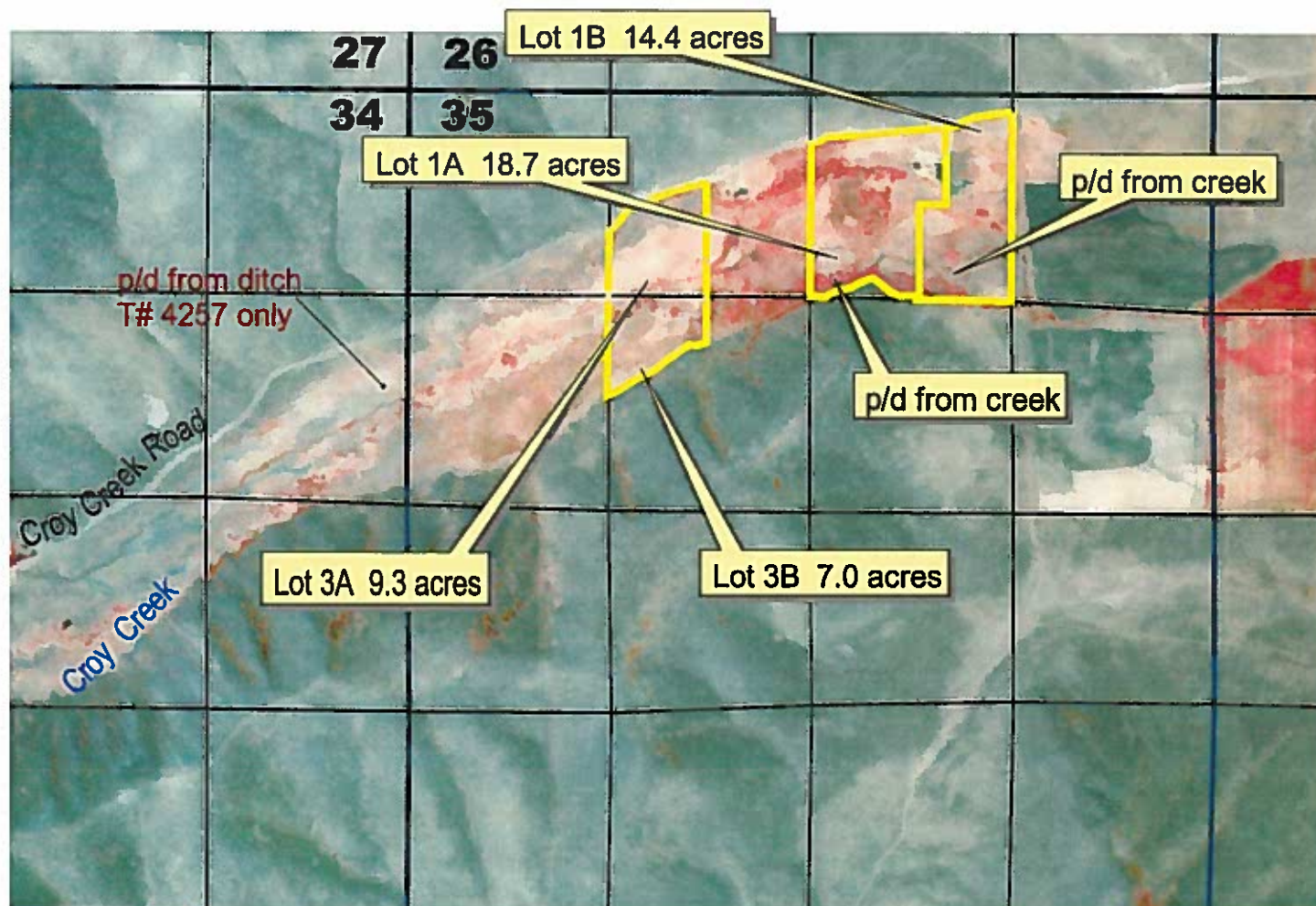
The diversion rate of an 1 inch/acre has been justified using the furrow program, which decreases the claimed amount from 0.77 cfs to 0.29 cfs for 14.4 acres. The delineated acres were verified using GIS. The incidental stockwater will be included with the recommendation, without an increase in diversion rate.

Transfer #5473 37-00208F

The application for transfer, in the name of Greg and LeeAnn Ferris, is requesting to move the existing point of diversion. Similar to the Casser's, the Ferris' will pump directly out of the creek at their property. The Ferris' lot contains approximately 20 acres, all of the land being on the south side of Croy Creek Road. Using GIS, the actual irrigation will be recommended as 18.7 acres with a justified diversion rate of 0.37 cfs (see furrow program output included with transfer). Like the Casser's, the incidental stockwater will be included without an increase of the diversion rate.

IDAHO DEPARTMENT OF WATER RESOURCES

Clarke, Leslie T#4257
Casser, Minna & Conrad T#5439
Ferris, Greg & LeeAnn T#5473



T02N, R17E

Croy Creek Meadows Subdivision

Clarke 37-00208D Lots 3A & 3B

Ferris 37-00208F Lot 1A

Casser 37-00208G Lot 1B

GIS PLACE OF USE PRESENTATION
1987 NAPP PHOTOGRAPHY
DATA ENTRY BY G. SATTERLEE





State of Idaho
DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

PHILIP E. BATT
Governor

KARL J. DREHER
Director

JANUARY 9, 1996

GREY & LEE ANN FERRIS
PO BOX 1068
KETCHUM, ID 83340

RE: SRBA CLAIM(S) A37-00208F
BRUNETTO/WEBER

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S). WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. **THIS COPY IS FOR YOUR RECORDS. PLEASE REVIEW THESE RECORDS FOR ACCURACY.**

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB
ENCLOSURES

MICROFILMED
NOV 22 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

PHILIP E. BATT
Governor

KARL J. DREHER
Director

NOVEMBER 28, 1995

MICHAEL BRUNETTO
GARY WEBER
PO BOX 561
KETCHUM, ID 83340

RE: SRBA CLAIM(S) A37-00208E SPLIT (BUTLER)
A37-00208F & A37-00208G
BRUNETTO/WEBER DOLLAR/LINDSEY

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S). WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. THIS COPY IS FOR YOUR RECORDS. PLEASE REVIEW THESE RECORDS FOR ACCURACY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/TLB
ENCLOSURES

MICROFILMED

NOV 22 1996



Photo looking SLY
house @ 554 Gray Crk Rd.

A37-00208 F

Barn @ Gray Ck Rd.
549 Gray



Photo looking N'ly
Ft separates Lot 2A - Lot 1A
Gray Creek - Mdws Subd.

Photo depicting
irr. acreage
associated w/
A37-00208F

A37-00208F



LOT 1A

@ bank of Gray Creek
looking N'ly

↑
LOT 1B
@ FW

A37-00208F

TOWN, RITE

522

26|25
35|36

LOT 4

CROY CREEK MEADOWS SUBDIVISION

RANCHO CIELO SUBDIVISION

RANCHO CIELO RD

20 10

CIELO DRIVE

549

A37-002086
Casser

551

A37-002085
Ferris

O.S.

556

A37-002087
Bergdahl

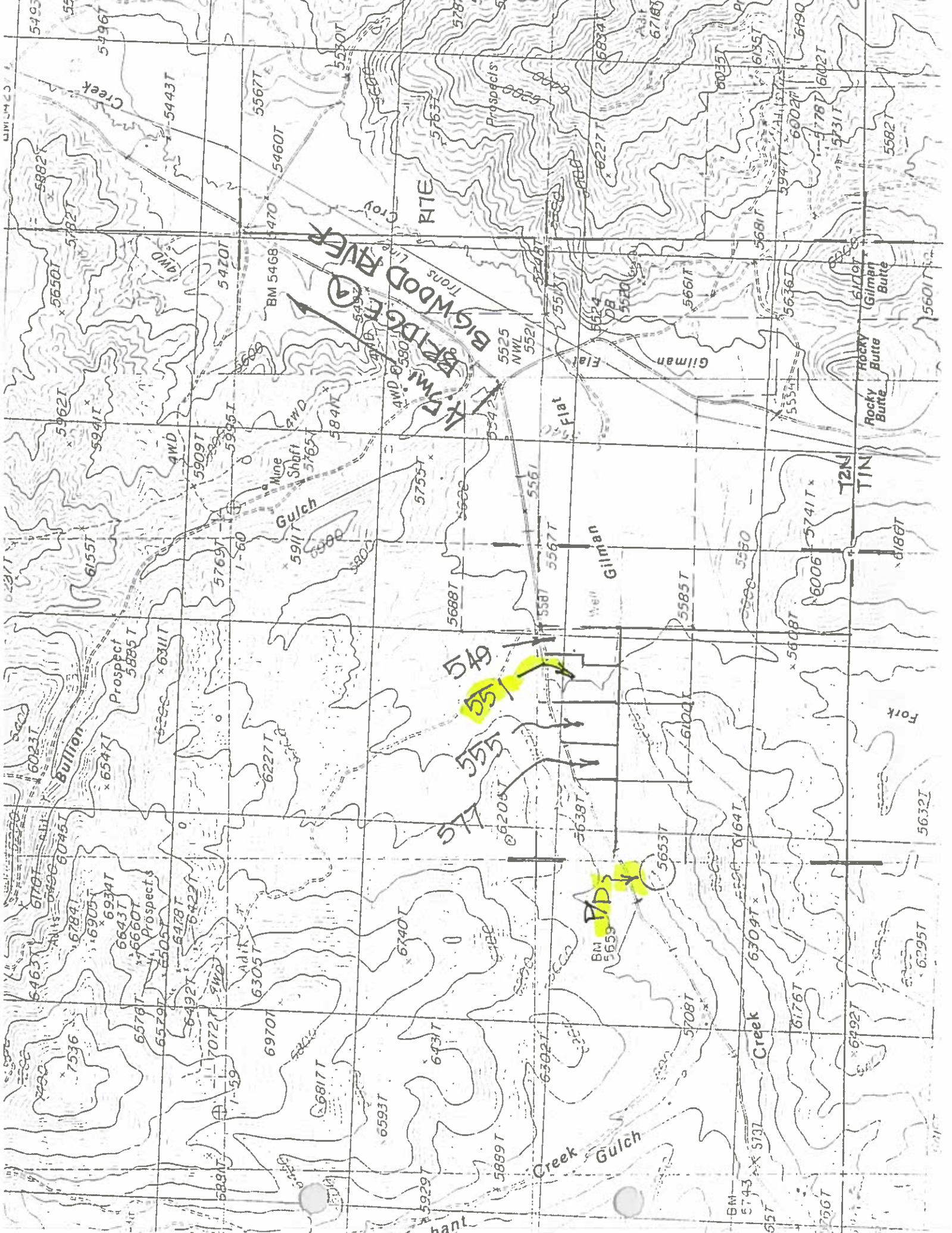
577

Clarke
A37-002087

3A 2A
3B 2B

CROY CREEK ROAD

SCALE 1" = 500'





State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

March 14, 1989

Mr. and Mrs. Bruce T. Butler
P. O. Box 478
Hailey, ID 83333

RE: Snake River Basin Adjudication
A37-00208E

Dear Mr. and Mrs. Butler:

Thank you for visiting the state office on March 8, 1989 to amend your Notice of Claim to a Water Right for your property in Blaine County. Unfortunately, I did not notice that the claimants were identified as Butler, Bruce T. and Linda. The presence of the "and" between the names requires that both parties sign the claim, and have their signatures verified by a notary public. Therefore, I am returning the amended claim to allow Linda to sign in Item #16, and have her signature verified by a notary public.

I am sorry for the inconvenience this has caused. If you have any questions, please this office.

Sincerely,

Carter Fritschle
Senior Water Rights Agent

CF:db
Enclosures
A37-00208E

MICROFILMED
FEB 22 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

February 3, 1989

Blaine

Mr. and Mrs. Bruce T. Butler
P. O. Box 478
Hailey, Idaho 83333

RE: Notice of Claim to a Water Right
Blaine County

Dear Mr. and Mrs. Butler:

We received two Notices of Claim in October, 1988. One claim was for the irrigation of 38 acres and based on a decreed right, 37-00208. We have processed that claim and the identification number is A37-00208E.

The second claim, for domestic and stockwater uses, appears to be two separate claims based on the diversion works. You stated "earth headgate for stockwater and deep well for domestic". Since these are two separate sources and systems, they can not be filed as a single claim. However, based on the information on the second claim, it appears that the stockwater is a part of the decreed right.

Therefore, we are enclosing an amended claim for the irrigation use and adding the stockwater. Please complete Item 6, listing an amount of water for the stockwater use. On your original claim, you listed .50 cfs; this is equivalent to approximately 224 gallons per minute. A suggested amount would be .02 cfs. However, you may list what is actually used.

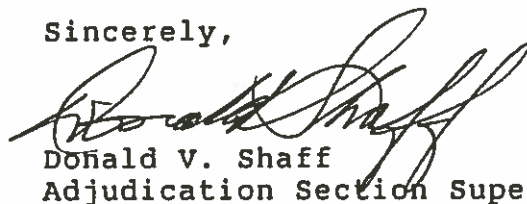
MICROFILMED
FEB 22 1993

Mr. and Mrs. Bruce T. Butler
February 3, 1989
Page 2

Also enclosed is a separate claim for the groundwater used for domestic purposes.

Please review these claims and complete the necessary items, returning them prior to March 3, 1989. You will need to both sign the forms and have the signatures notarized. There is no additional fee. Please contact Helen Harrington at 334-7900 if you have any questions or need assistance.

Sincerely,



Donald V. Shaff
Adjudication Section Supervisor

DVS:HH:db
Enclosures

Computerized A37-12753
Computerized A37-00208E Amended
A37-00208E
Rec. #C004212

MICROFILMED
FEB 22 1993

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

A37-12752

Date Received

10-25-88

Receipt Number

C004212

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$200

RECEIVED

OCT 25 1988

Department of Water Resources
Snake River Basin

Please type or print clearly

1. Name of Claimant (s) Bruce T. Butler and Linda Butler Phone (208) 788-4379Mailing Address P.O. Box 478 Hailey, Idaho Zip 833332. Date of Priority (Only one (1) per claim) 6/01/18803. Source of water supply (a) Croy Creek
which is tributary to (b) Snake River/Big Wood River4. Location of point of diversion is: Township 2N Range 17ESection 35, SE 1/4 of NW 1/4 of NE 1/4, Govt. Lot _____, B.M.,County of BlaineAdditional points of diversion if any: SE 1/4 NE 1/4 NW 1/4 S. 355. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate 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. Earth Headgate for Stockwater and
Deep Well for Domestic6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)
(Both dates are inclusive) (cfs)
For Stockwater purposes from January 1 to December 31 amount .50
For Domestic purposes from January 1 to December 31 amount .047. Total quantity claimed .54 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) In addition to Irrigation/stockwater for 20 horsesMICROFILMED
FEB 22 1993

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place use below.

[illegible]

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.
Irrigation NW 1/4 NE 1/4 or None ()

14. Remarks:

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

If applicable provide IDWR Water Right Number 37-0208

Court Supreme

Case Number 16491

Decree Date June 1, 1880

Plaintiff vs Defendant McAtee Vs. Faulkner, Butler

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)

Date 10-25-20

Date 10-25-88

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

of _____, that I have signed the foregoing

document in the space below as _____ Title _____ of _____ Organization _____

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

Signature of Authorized Agent

Title and Organization

State of Idaho/or Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this

SEAL

Notary Public

Residing at

My Commission Expires

12511100 Butler

Ident No.

Copies White State, Yellow Claimant

DATE

State--	Zip--
---------	-------

Stream Index (Blank if no Index Code)

3.800

(13) BLAINE
(13) BLAINE
(13) BLAINE
(13) BLAINE

+ - - Diversion Means -	- - - Remarks -	- - - +
+ - - Non-Irrigation Use -		
+ - - Other Rights for Same Use -		
+ - - -		
	TRANS. 3231.	
	R.T. HAS NOT BEEN USED FOR MANY YEARS ACCORDING TO TRANSFER.	
+ - - -		
	No Conditions of Approval found.	
+ - - Plaintiff		
S. CROSBY ET AL.		
	Decree Defendant	+
	ALTURAS WATER COMPANY, ET. AL.	+
		Decree Date
		12/13/1909

MICROFILMED
 FEB 22 1993

Water right number -	37-00208A	Adj. flag translation:	Standard Water Right Number
----------------------	-----------	------------------------	-----------------------------

+ - - Microfilm Rolls -

+ - - Audit Fields - 03/24/87

05/28/88 CONVERT

[illegible]

Proof Due Date	- 00/00/0000
Approved/Denied	- 00/00/0000
Proof Made Date	- 00/00/0000
Start Work Date	- 00/00/0000
Order Show Cause	- 00/00/0000
Licensed Date	- 00/00/0000
Decree Date	- 12/13/1909

Field Exam Made	-	00/00/0000
Protested Date	-	00/00/0000
Hearing Date	-	00/00/0000
Verified Date	-	03/24/1987
Receipt Number	-	
Appl Received	-	00/00/0000

Field Exam Fee	-
Swan Falls	-
Temporary Right	- p
DLE/Carey Act	-
Water District	- 37
Transfer/Amended	- p

MICROFILMED
FEB 22 1993

0/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

LAIMANT'S NAME Butler CLAIM IL T. NO. A37-00208E

ATE RECEIVED 10/25/88 CK # 0004212 AMOUNT \$ _____

	YES	NO
Is the name and address complete with zip code?	☒	☐
Is a priority date entered?	☐	☐
Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued? A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.		
(a) Is a source entered?	☐	☐
(b) Is a tributary to entered? (if required)	☐	☐
Is the legal description of the p.d. sufficient?	☐	☐
Is there a description of the diverting works?	☐	☐
Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.	☐	☐
Is the period of use included?	☐	☐
Is a quantity claimed for each use?	☐	☐
Is a total quantity claimed entered?	☐	☐
If required is a consumptive use entered?	☐	☐
Is the consumptive use correct?	☐	☐
Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.	☐	☐
0. Is (are) the place(s) of use and purpose(s) indicated?	☐	☐
1. Is (are) the county(ies) entered?	☐	☐
2. Is the ownership of p.u. checked?	☐	☐
3. Are other water rights listed or "none" indicated?	☐	☐
4. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)	☐	☐
5. Is the basis of the claim indicated?	☐	☐
6. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?)	☐	☐
Has the claim been signed, sealed, and dated by a notary?	☐	☐
Was this claim filed on time, or was an extension granted?	☐	☐
Is the fee enclosed correct?	☐	☐
If this claim is based on an existing water right, has the identification number been entered?	☐	☐
Should this claim be receipted and data entered?	☒	☐

MICROFILMED
FEB 22 1993

Claim checked by: Kor

Comments: _____