

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A63-20807
Date Received: 2/09/1990
Receipt No: M005819
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DONNA WARD 208-585-2713
Address: 13498 PURPLE SAGE RD.
CALDWELL, ID 83605
OR
Name: BERNETTA HASTINGS 208-888-3874
Address: 2910 E. VICTORY
MERIDIAN, ID 83642
OR
Name: DUEANE SPENCER
Address: ROYAL CITY, WA 00000
OR
Name: LA VAR SPENCER
Address: KAYSVILLE, UT 00000

2. Date of Priority: APR 15, 1949

3. Source: UNNAMED DRAIN Trib. to: EAST HARTLEY DRAIN

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	03W	25	NE	NW	SW		CANYON

5. Description of diverting works:
CHECK DAM AND DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.000		

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

A63-20807

Page 1

Date: 02/09/90

MICROFILMED

SEP 03 1992

8. Total consumptive use is 45.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	03W	25	NW	SW		IRR	11.0
			SW	SW		IRR	2.0
					Section Acres		13.0
					Total Acres		13.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
BLACK CANYON IRRIGATION DISTRICT

14. Remarks:
THE BLACK CANYON IRRIGATION DISTRICT WATER IS SELDOM USED ON THIS LAND.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: -1-

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): Donna Ward Date: 2-9-90
_____ Date: _____

State of Idaho)
County of Canyon) SS.

Subscribed and sworn (or affirmed) before me this 9th day
of February 19 90 Carter Fritschle
Notary Public

Seal

Residing at _____

My Commission Expires _____

• Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My commission Expires March 21, 1994

A63-20807
TSN R3W

R3W R2W

CALDWELL QUADRANGLE

IDAHO

7.5-MINUTE SERIES (ORTHOPHOTOQUAD)



MICROFILMED

SFP 0 3 1992

30"

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

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

In Re SRBA
Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 63-20807

APR 22 2009

By _____ Clerk
Deputy Clerk

NAME AND ADDRESS: CHRIS SPENCER
NEAL SPENCER
12776 PURPLE SAGE RD
MIDDLETON, ID 83644

SOURCE: UNNAMED DRAIN TRIBUTARY: EAST HARTLEY DRAIN

QUANTITY: 0.26 CFS

PRIORITY DATE: 04/15/1949

POINT OF DIVERSION: T05N R03W S25 NWSW Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-01 TO 11-15	0.26 CFS

PLACE OF USE: Irrigation T05N R03W S25 NWSW 12.0 Within Canyon County
13.0 Acres Total SWSW 1.0

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

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

RECOMMENDATION
APR 22 2009
SPECIAL MASTER

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

RIGHT NUMBER: 63-20807

NAME AND ADDRESS: NEAL SPENCER
12776 PURPLE SAGE RD
MIDDLETON ID 83644

CHRIS SPENCER
12776 PURPLE SAGE RD
MIDDLETON ID 83644

~~DUEANE SPENCER~~
~~ROYAL CITY WA~~

~~BERNETTA HASTINGS~~
~~2910 E VICTORY~~
~~MERIDIAN ID 83642~~

~~DONNA C WARD~~
~~13498 PURPLE SAGE RD~~
~~CALDWELL ID 83605~~

~~LA VAR SPENCER~~
~~KAYSVILLE UT~~

SOURCE: UNNAMED DRAIN

TRIBUTARY: EAST HARTLEY DRAIN

QUANTITY: 0.260 CFS

PRIORITY DATE: 04/15/1949

POINT OF DIVERSION:

T05N R03W S25 NWSW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.260 CFS

PLACE OF USE: IRRIGATION in CANYON County

T05N R03W S25	NWSW	12.00	T05N R03W S25	SWSW	1.00
---------------	------	-------	---------------	------	------

13 ACRES TOTAL

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

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

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

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

In Re SRBA

Case No. 39576

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)
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)

Water Rights: 63-4224A, 63-20807

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

IDWR has completed the following administrative proceeding:

☐ Address change

XX Substitution of Party

☐ IC § 42-222 transfer

☐ Point of diversion

☐ Place of use

☐ Period of use

☐ Nature of use

☐ Split of water right

☐ Change in ownership

☐ Other

☐ IC § 42-219 license

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

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

DATED: March 4, 2009



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 4, 2009, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

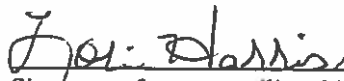
☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

3. Copies to all parties to the subcase:

Neal Spencer
Chris Spencer
12776 Purple Sage Rd.
Middleton ID 83644

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

☐ overnight mail
☐ regular mail
☐ hand-delivered
☐ facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

March 4, 2009

NEAL SPENCER
CHRIS SPENCER
12776 PURPLE SAGE RD
MIDDLETON ID 83644

Re: Water Right Nos. 63-4224A, 63-20807

Dear Mr. & Mrs. Spencer:

Enclosed are copies of the above referenced water rights, which reflect the change in ownership of the land and appurtenant water rights, covered under the original filings. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist 2
Adjudication Section
Western Region Office

LH:l
Enclosures

RECEIVED

FEB 04 2009

WATER RESOURCES
WESTERN REGION

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
63-4224A	63-4224A				
63-20807	63-20807				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *No fee required. Still in adjudication process. jmh*
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

Donna Ward
13498 Purple Sage Rd
Caldwell Id 83607

4. New Owner/Claimant(s)

NEAL & Chrin SPENCER
Name Connector (Check one): ☐ and, ☒ or, ☐ and/or

New Mailing Address

12776 Purple Sage Rd

City, State and ZIP Code

Middleton Idaho 83644

New Telephone Number

(208) 585-2736 -Email- cell 989-3035

WARRANTY DEED

GRANTOR, DEUANE SPENCER, Box 461, Royal City, Washington, 99357; dealing with his sole and separate property, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto NEAL SPENCER and CHRISTINE SPENCER, husband and wife, whose current address is 12726 Purple Sage, Middleton, County of Canyon, State of Idaho, as GRANTEE, and to Grantee's heirs and assigns forever, all of his interest in the following described real estate located in Canyon County, Idaho:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

Said tract of land including all water rights including waste water rights and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way or easements of record or in use.

TOGETHER with all improvements and appurtenances thereto.

Subject to such rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

Grantor, for itself, its heirs and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the Grantee, its heirs and assigns forever against the lawful claims of all persons.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribe its name to this instrument this 18th day of MARCH, 1992.


DEUANE SPENCER

STATE OF ~~IDAHO~~ WASHINGTON
County of GRANT) ss.

On this 18th day of MARCH, 1992, before me, the undersigned, a Notary Public for said State, personally appeared DEUANE SPENCER, known to me to be the person whose name is subscribed to 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.

Karen J. Pratt
Notary Public for Idaho
Residing at Royal City
My Commission Expires 6-1-95

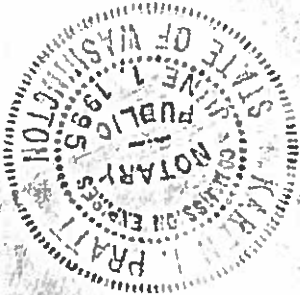


EXHIBIT "A"

The West Half of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, the INITIAL POINT OF THIS DESCRIPTION; thence

North 89° 56' 30" East 1,145 feet along the North line of the said Northwest Quarter of the Southwest Quarter; thence
 South 30° 08' 30" West 318.93 feet; thence
 South 68° 14' 30" West 387.25 feet; thence
 South 33° 53' 30" West 408.47 feet; thence
 South 52° 39' West 449.62 feet; thence
 North 90° 00' West 40 feet to a point on the West line of the said Northwest Quarter of the Southwest Quarter; thence
 North 0° 00' East 1,030 feet along the said West line to the INITIAL POINT OF THIS DESCRIPTION.

ALSO LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Southeast corner of said Southwest Quarter of the Southwest Quarter (West 1/16 corner); thence

South 89° 56' 11" West 485.48 feet along the South boundary of said Southwest Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence continuing

South 89° 56' 11" West 350 feet along the South boundary of said Southwest Quarter of the Southwest Quarter; thence

North 0° 03' 49" West 522.83 feet; thence

North 89° 56' 11" East 350 feet; thence

South 0° 03' 49" East 522.83 feet to the POINT OF BEGINNING.

ALSO LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Southeast corner of said Southwest Quarter of the Southwest Quarter (West 1/16 corner); thence

South 89° 56' 11" West 485.48 feet along the South boundary of said Southwest Quarter of the Southwest Quarter; thence

North 0° 03' 49" West 522.83 feet; thence

North 89° 56' 11" East 485.48 feet to a point on the East boundary of said Southwest Quarter of the Southwest Quarter; thence

South 0° 03' 49" East 522.83 feet along said Easterly boundary to the POINT OF BEGINNING.

REQUEST PIONEER - CALDWELL
 TYPE *Handwritten* FEB 9 1992

BY *Handwritten*
 NED J. KERR
 CANYON CNTY RECORDER

92 MAR 20 PM 4 31

RECORDED

9206061

PC04474
INSTRUMENT NO. 9206062

WARRANTY DEED

GRANTOR, LaVAR SPENCER, 831 Shannon, Kaysville, Utah, 84037; dealing with his sole and separate property, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto NEAL SPENCER and CHRISTINE SPENCER, husband and wife, whose current address is 12726 Purple Sage, Middleton, County of Canyon, State of Idaho, as GRANTEE, and to Grantee's heirs and assigns forever, all of his interest in the following described real estate located in Canyon County, Idaho:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

Said tract of land including all water rights including waste water rights and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way or easements of record or in use.

TOGETHER with all improvements and appurtenances thereto.

Subject to such rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

Grantor, for itself, its heirs and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the Grantee, its heirs and assigns forever against the lawful claims of all persons.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribe its name to this instrument this 14th day of March, 1992.


LaVAR SPENCER

STATE OF Utah IDAHO)
County of DAVIS) ss.

On this 17th day of MARCH, 1992, before me, the undersigned, a Notary Public for said State, personally appeared LAVAR SPENCER, known to me to be the person whose name is subscribed to 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.

James H. Brough
Notary Public for Idaho
Residing at Paysonville, Utah

My Commission Expires 1-2-95

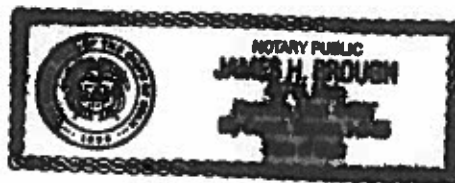


EXHIBIT "A"

The West Half of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, the INITIAL POINT OF THIS DESCRIPTION; thence

North 89° 56' 30" East 1,145 feet along the North line of the said Northwest Quarter of the Southwest Quarter; thence
 South 30° 08' 30" West 318.93 feet; thence
 South 68° 14' 30" West 387.25 feet; thence
 South 33° 53' 30" West 408.47 feet; thence
 South 52° 39' West 449.62 feet; thence
 North 90° 00' West 40 feet to a point on the West line of the said Northwest Quarter of the Southwest Quarter; thence
 North 0° 00' East 1,030 feet along the said West line to the INITIAL POINT OF THIS DESCRIPTION.

ALSO LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Southeast corner of said Southwest Quarter of the Southwest Quarter (West 1/16 corner); thence

South 89° 56' 11" West 485.48 feet along the South boundary of said Southwest Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence continuing

South 89° 56' 11" West 350 feet along the South boundary of said Southwest Quarter of the Southwest Quarter; thence

North 0° 03' 49" West 522.83 feet; thence

North 89° 56' 11" East 350 feet; thence

South 0° 03' 49" East 522.83 feet to the POINT OF BEGINNING.

ALSO LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Southeast corner of said Southwest Quarter of the Southwest Quarter (West 1/16 corner); thence

South 89° 56' 11" West 485.48 feet along the South boundary of said Southwest Quarter of the Southwest Quarter; thence

North 0° 03' 49" West 522.83 feet; thence

North 89° 56' 11" East 485.48 feet to a point on the East boundary of said Southwest Quarter of the Southwest Quarter; thence

South 0° 03' 49" East 522.83 feet along said Easterly boundary to the POINT OF BEGINNING.

REQUEST
 TYPE *Deed*
 BY *C. J. Kerr*
 PRINTER - CALDWELL
 FEB 24

92 MAR 20 PM 4 31
 NED J. KERR
 CANYON CNTY RECORDER

RECORDED

9206062

WARRANTY DEED

GRANTOR, VERNETTA HASTINGS 2910 E. Victory Road, Meridian, Idaho, 83642; dealing with her sole and separate property, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto NEAL SPENCER and CHRISTINE SPENCER, husband and wife, whose current address is 12726 Purple Sage, Middleton, County of Canyon, State of Idaho, as GRANTEE, and to Grantee's heirs and assigns forever, all of her interest in the following described real estate located in Canyon County, Idaho:

See Exhibit A which is attached hereto and incorporated herein by reference as if set out in full.

Said tract of land including all water rights including waste water rights and ditch rights appurtenant to or used in connection with the properties conveyed hereby.

Said tract of land subject to rights of way or easements of record or in use.

TOGETHER with all improvements and appurtenances thereto.

Subject to such rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

Grantor, for itself, its heirs and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the Grantee, its heirs and assigns forever against the lawful claims of all persons.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribe its name to this instrument this 20th day of March, 1992.


VERNETTA HASTINGS

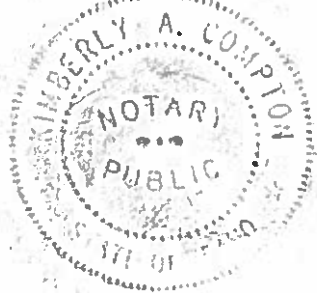
STATE OF IDAHO)

County of Canyon)

ss.

On this 20th day of March, 1992, before me, the undersigned, a Notary Public for said State, personally appeared VERNETTA HASTINGS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.



Kimberly A. Compton

Notary Public for Idaho

Residing at Cardwell

My Commission Expires 1-27-93

EXHIBIT "A"

The West Half of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, the INITIAL POINT OF THIS DESCRIPTION; thence

North 89° 56' 30" East 1,145 feet along the North line of the said Northwest Quarter of the Southwest Quarter; thence
 South 30° 08' 30" West 318.93 feet; thence
 South 68° 14' 30" West 387.25 feet; thence
 South 33° 53' 30" West 408.47 feet; thence
 South 52° 39' West 449.62 feet; thence
 North 90° 00' West 40 feet to a point on the West line of the said Northwest Quarter of the Southwest Quarter; thence
 North 0° 00' East 1,030 feet along the said West line to the INITIAL POINT OF THIS DESCRIPTION.

ALSO LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Southeast corner of said Southwest Quarter of the Southwest Quarter (West 1/16 corner); thence

South 89° 56' 11" West 485.48 feet along the South boundary of said Southwest Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence continuing

South 89° 56' 11" West 350 feet along the South boundary of said Southwest Quarter of the Southwest Quarter; thence

North 0° 03' 49" West 522.83 feet; thence

North 89° 56' 11" East 350 feet; thence

South 0° 03' 49" East 522.83 feet to the POINT OF BEGINNING.

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North 89° 56' 11" East 485.48 feet to a point on the East boundary of said Southwest Quarter of the Southwest Quarter; thence

South 0° 03' 49" East 522.83 feet along said Easterly boundary to the POINT OF BEGINNING.

REQUEST PIONEER - CALDWELL
 TYPE *Hand* FEE *9.00*

BY *C. J. Kerr*
 NED J. KERR
 CANYON CNTY RECORDER

92 MAR 20 PM 4 31

RECORDED

9206063

WARRANTY DEED

GRANTOR, DONNA^{C.} WARD, 13498 Purple Sage, Caldwell, Idaho 83605; dealing with her sole and separate property, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto NEAL SPENCER and CHRISTINE SPENCER, husband and wife, whose current address is 12726 Purple Sage, Middleton, County of Canyon, State of Idaho, as GRANTEE, and to Grantee's heirs and assigns forever, all of her interest in the following described real estate located in Canyon County, Idaho:

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Said tract of land subject to rights of way or easements of record or in use.

TOGETHER with all improvements and appurtenances thereto.

Subject to such rights of way, easements, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

Grantor, for itself, its heirs and assigns does hereby covenant, warrant and shall defend the quiet and peaceable possession of said premises by the Grantee, its heirs and assigns forever against the lawful claims of all persons.

In construing this deed and where the context so requires, the singular includes the plural and the masculine, feminine and the neuter.

IN WITNESS WHEREOF, GRANTOR has hereunto subscribe its name to this instrument this 20th day of March, 1992.

Donna E Ward
DONNA WARD
C.

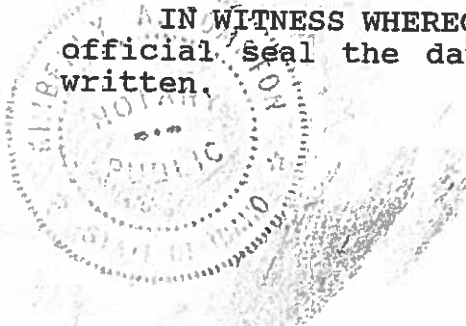
STATE OF IDAHO)

County of Canyon)

ss.

On this 20th day of March, 1992, before me, the undersigned, a Notary Public for said State, personally appeared DONNA WARD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.



Lothe A. Campbell

Notary Public for Idaho
Residing at Calderwell

My Commission Expires 1-27-93

EXHIBIT "A"

The West Half of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho.

LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 25, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, the INITIAL POINT OF THIS DESCRIPTION; thence

North 89° 56' 30" East 1,145 feet along the North line of the said Northwest Quarter of the Southwest Quarter; thence
 South 30° 08' 30" West 318.93 feet; thence
 South 68° 14' 30" West 387.25 feet; thence
 South 33° 53' 30" West 408.47 feet; thence
 South 52° 39' West 449.62 feet; thence
 North 90° 00' West 40 feet to a point on the West line of the said Northwest Quarter of the Southwest Quarter; thence
 North 0° 00' East 1,030 feet along the said West line to the INITIAL POINT OF THIS DESCRIPTION.

ALSO LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Southeast corner of said Southwest Quarter of the Southwest Quarter (West 1/16 corner); thence

South 89° 56' 11" West 485.48 feet along the South boundary of said Southwest Quarter of the Southwest Quarter to the POINT OF BEGINNING; thence continuing

South 89° 56' 11" West 350 feet along the South boundary of said Southwest Quarter of the Southwest Quarter; thence

North 0° 03' 49" West 522.83 feet; thence

North 89° 56' 11" East 350 feet; thence

South 0° 03' 49" East 522.83 feet to the POINT OF BEGINNING.

ALSO LESS THE FOLLOWING DESCRIBED PROPERTY

COMMENCING at the Southeast corner of said Southwest Quarter of the Southwest Quarter (West 1/16 corner); thence

South 89° 56' 11" West 485.48 feet along the South boundary of said Southwest Quarter of the Southwest Quarter; thence

North 0° 03' 49" West 522.83 feet; thence

North 89° 56' 11" East 485.48 feet to a point on the East boundary of said Southwest Quarter of the Southwest Quarter; thence

South 0° 03' 49" East 522.83 feet along said Easterly boundary to the POINT OF BEGINNING.

REQUEST PIONEER - CALDWELL
 TYPE *Shed* FEE *90*

BY *C. J. Kerr*
 CANYON CNTY RECORDER

'92 MAR 20 PM 4 31

RECORDED

9206064

DEED OF TRUST

THIS DEED OF TRUST, Made this 15th day of January, 1992 BETWEEN Neal W. Spencer and Christine Spencer, husband and wife herein called GRANTOR, whose address is 12776 Purple Sage Rd., Caldwell, ID-83605. *Middletown Id 83644 C.S. 145*

PIONEER TITLE COMPANY OF CANYON COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 423 SOUTH KIMBALL AVENUE, Caldwell, Idaho 83605, and Donna C. Ward, a married woman as her sole and separate property; LaVar Spencer, a married man as his sole and separate property; Vernetta Hastings, an unmarried person and Deuane Spencer, a married man as his sole and separate property herein called BENEFICIARY, whose address is Caldwell.

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon State of Idaho, described as follows, and containing not more than twenty acres:

See attached Exhibit "A", which by this reference is made a part hereof and is comprised of one (1) page.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of FIFTY TWO THOUSAND & NO/100 Dollars, (\$ 52,000.00) final payment due January 21, 2012 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as a continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of paid property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note

to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust, of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of an indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

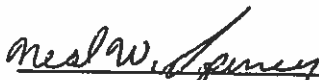
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledges thereof. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

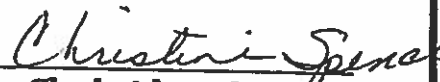
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

DATED: January 15, 1992

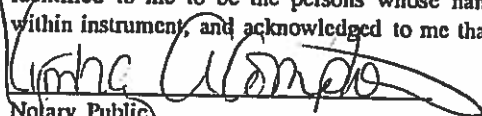

Neal W. Spencer


Christine Spencer

STATE OF IDAHO

COUNTY OF CANYON

On this 21st day of January in the year 1992, before me, a Notary Public, personally appeared Neal W. Spencer and Christine Spencer known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Notary Public
Residing at Caldwell
My commission expires 1-27-93



Spencer exceptions
(in black)

12/10/2006

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

RIGHT NUMBER: 63-20807
NAME AND ADDRESS: DUEANE SPENCER
ROYAL CITY WA

BERNETTA HASTINGS
2910 E VICTORY
MERIDIAN ID 83642

DONNA C WARD
13498 PURPLE SAGE RD
CALDWELL ID 83605

LA VAR SPENCER
KAYSVILLE UT

SOURCE: UNNAMED DRAIN TRIBUTARY: EAST HARTLEY DRAIN

QUANTITY: 0.260 CFS

PRIORITY DATE: 04/15/1949

POINT OF
DIVERSION: T05N R03W S25 NWSW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.260 CFS

PLACE OF USE: IRRIGATION in CANYON County

T05N R03W S25	NWSW	12.00	T05N R03W S25	SWSW	1.00
---------------	------	-------	---------------	------	------

13 ACRES TOTAL

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

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

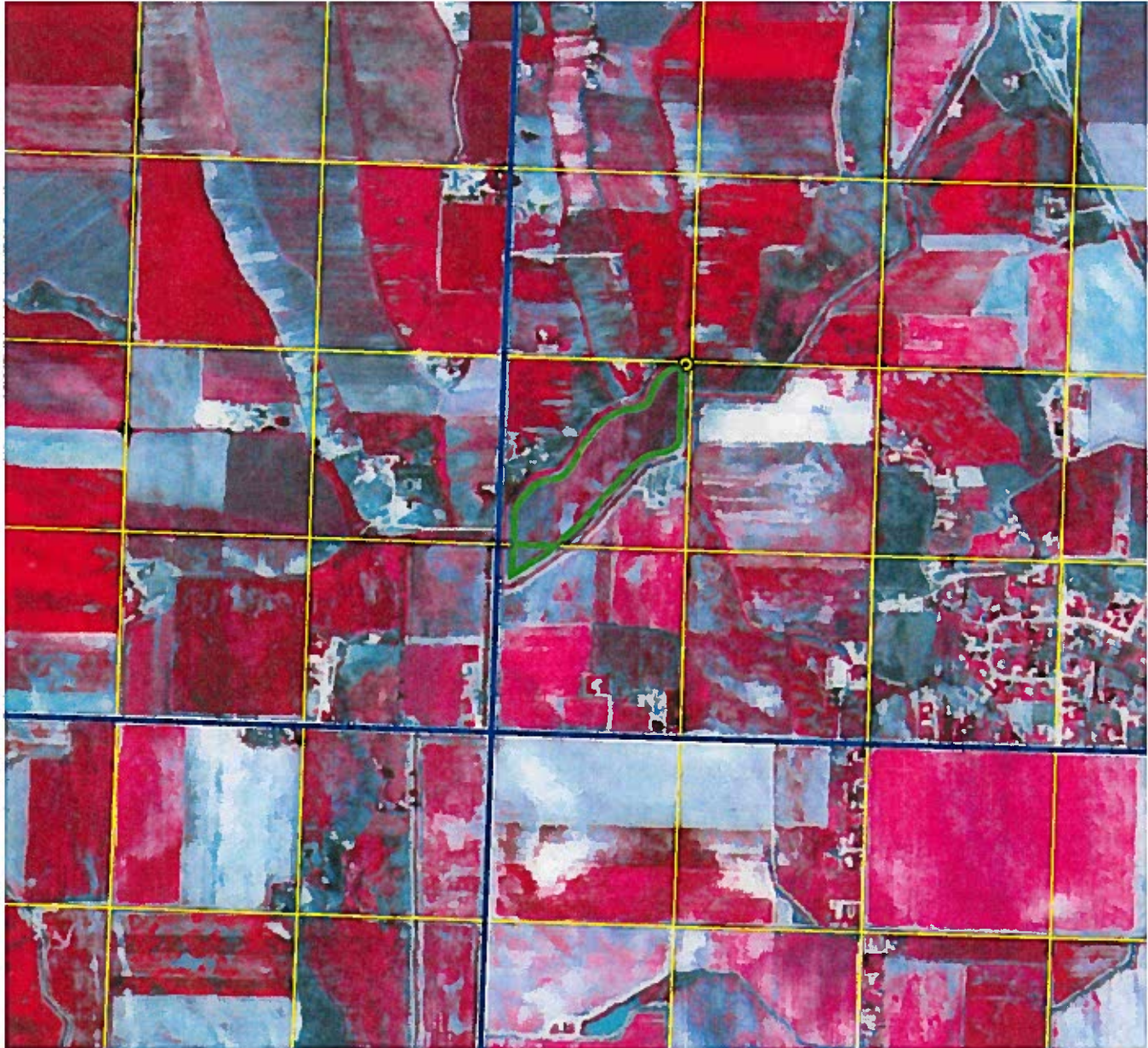
Use of this right is combined with water from Black Canyon Irrigation District.



Idaho Department of Water Resources

63-20807

05N 03W S25



-  POU
-  POD
-  Sections
-  Quarter/Quarter

Total Irrigated
Acres: 13.0

700 0 700 Feet



IDWR
Prepared by: Lori Graves
Date: 09-18-06
1986-87 Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-20807 V1

WATER RIGHT NUMBER: 63-20807 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DUEANE SPENCER
	ROYAL CITY, WA
Current Owner	BERNETTA HASTINGS
	2910 E VICTORY
	MERIDIAN, ID 83642
	(208)888-3874
Current Owner	DONNA C WARD
	13498 PURPLE SAGE RD
	CALDWELL, ID 83605
	(208)585-2713
Current Owner	LA VAR SPENCER
	KAYSVILLE, UT

Priority Date: 04/15/1949

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED DRAIN	EAST HARTLEY DRAIN

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.260 CFS	
	<u>Total Diversion:</u>	0.260 CFS	

Location of Point(s) of Diversion

UNNAMED DRAIN	NW1/4SW1/4	Sec. 25, Twp 05N, Rge 03W, B.M.
CANYON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
05N	03W	25									12.0	1.0							13.0

Total Acres: 13

Conditions of Approval:

1. W14 Use of this right is combined with water from Black Canyon Irrigation District.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-20807 V1

2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:Comments:

1. Igraves 9/18/2006 Parcel no.

Comment: Irrigation is within Parcel No. R3800500000.

2. Igraves 9/18/2006 Flow Rate

Comment: Flow rate was measured at .73 cfs on the diversion ditch that feeds the gravity irrigation system.

3. Igraves 9/18/2006 Current Owners

Comment: Current owners are Neal and Chris Spencer, who are related to the owners listed on the claim. They were notified 4/3/06 to file a change in ownership.

4. Igraves 9/18/2006 Surface Water

Comment: The field report indicated that water from Black Canyon Irrigation District (BCID) has not been used on the 13 acres since 1978. Neal Spencer told the examiner that the BCID delivery ditch was removed when a subdivision was developed just north of the acres. Neal stated that he would resume use of the surface water if made available again.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector: OR

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:Water Supply Bank:

MEMORANDUM

TO: ADJUDICATION FILES 63-4224A and 63-20807

FROM: DANIEL A. NELSON

DATE: 9/11/06

SUBJECT: FIELD EXAMINATION

I performed a field exam on the above right on 8/29/2006. Although the same person owns both rights they are separate systems, so each needs to be discussed separately.

63-4224A

This right is generally a supplemental right to Black Canyon Irrigation District water. The water for this right is pumped from a drain in the NWSW into a gated pipe that travels in a southerly direction to irrigate the fields on the west side of the property. A ditch comes off of the gated pipe that travels to the east to irrigate the fields on the east side of the property. This is a very flat farm, so water can be run either direction in the ditches. The water from Black Canyon Irrigation District comes from a headgate on the road running along the southern boundary of the property and travels north into the same ditch system. The drain water can irrigate all of the ground south of the drain.

According to the owner, the pump broke a shaft at the end of last irrigation season. The pump did seem to have been broken and recently repaired. The pump is a portable type pump that goes on the back of a tractor. The owner has used two tractors, a 45 Hp and a 80 Hp tractor, but he generally can't run the 80 Hp tractor at full speed. It is very difficult to determine the flow rate of this system without the pump operating, but I did perform a theoretical based on the 45 Hp tractor. I calculated a flow rate of 1.42 cfs, which seems a bit high. However, I am convinced that this pump can provide the 0.02 cfs or inch per acre for the 35 acres under this claim. Therefore, I suggest that this claim be recommended as follows:

Source – East Hartley Gulch Drain in the NWSW S25 T5N R3W

0.70 cfs and 157.5 afa for irrigation from 3/1 to 11/15

5 acres in the NWSW and 30 Acres in the SWSW for a total of 35 acres

63-20807

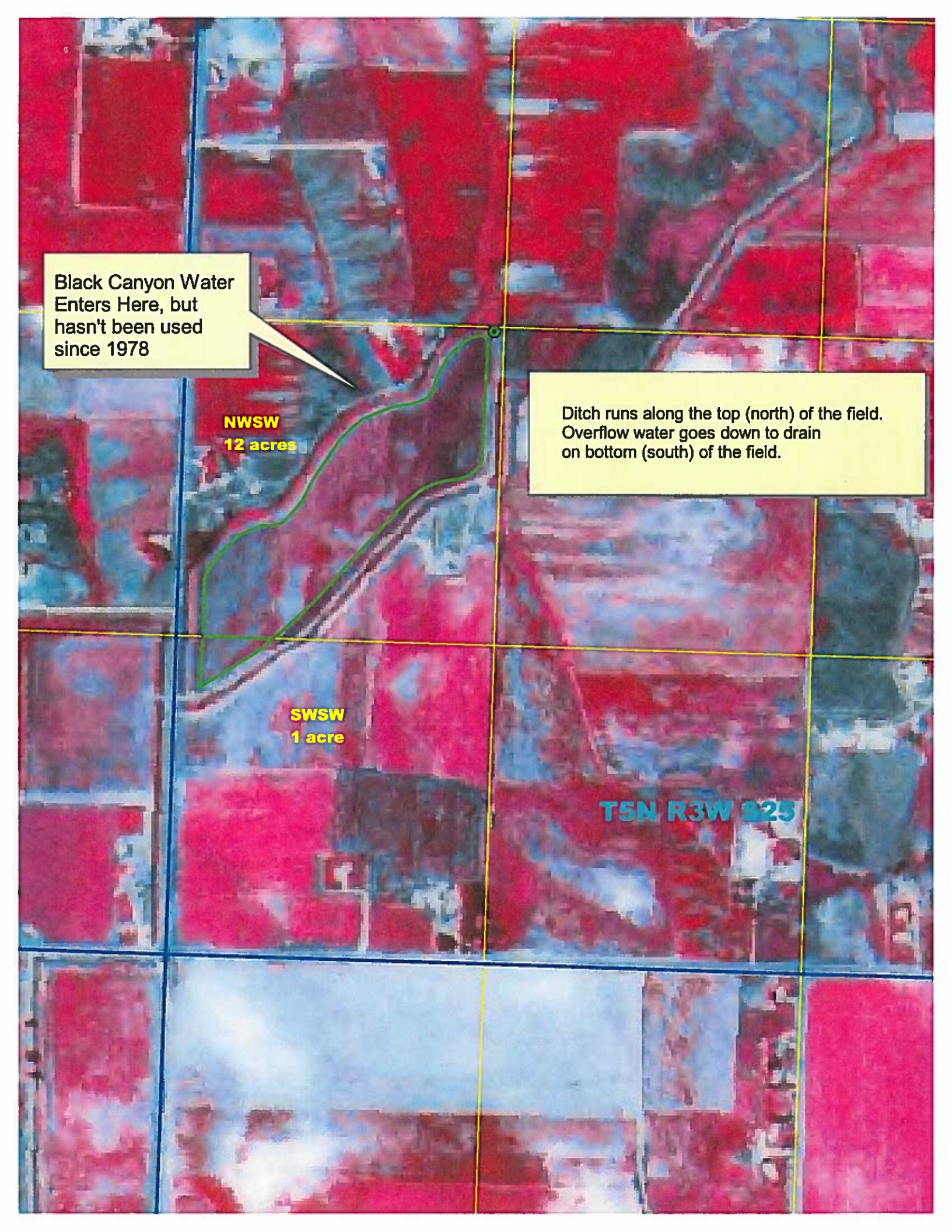
The water for this claim comes from an unnamed drain that diverts into the East Hartley Gulch Drain. The water gravity flows under a farm lane and is diverted by canvas dam into the irrigation ditch. Any water not diverted flows over and goes down to the drain. The irrigation ditch travels in a southwesterly direction and the entire ground is gravity irrigated.

I measured the water in the irrigation ditch at 0.73 cfs. There is only 13 acres being irrigated on this system, so the claim should be limited to the standard inch or 0.02 cfs per acre for a total of 0.26 cfs. I would suggest that this claim be recommended as follows:

Source – Unnamed Drain Tributary to the East Hartley Gulch Drain in the NWSW S25 T5N R3W

0.26 cfs and 58.5 afa for irrigation from 3/1 to 11/15

12 acres in the NWSW and 1 Acres in the SWSW for a total of 13 acres



Black Canyon Water
Enters Here, but
hasn't been used
since 1978

NWSW
12 acres

SWSW
1 acre

Ditch runs along the top (north) of the field.
Overflow water goes down to drain
on bottom (south) of the field.

T5N R3W S25

GAGE ID#, 0
 DATE, 8/29/06
 TRANSECT, 3
 USER ID#, 0
 STAFF HEIGHT, 0.00
 GAGE HEIGHT, 0.00
 METER ID#, 0
 AQUACALC ID#, 0
 METER TYPE, Pygmy ST2
 METER CONST. C1, 0.9604
 METER CONST. C2, 0.0312
 METER CONST. C3, 0.9604
 METER CONST. C4, 0.0312
 METER CONST. C5, 1.0000
 MEAS. SYSTEM, S.A.E. (English)
 TOTAL STATIONS, 5
 TOTAL WIDTH, 1.40
 TOTAL AREA, 0.37
 TOTAL DISCHARGE, 0.7305
 MEAN VELOCITY, 1.97

ST. Q)	,DIST	,DEPTH	,REVS	,TIME	,COS:VF	,LOC	,CLOCK	,VEL	,AREA	,FLOW(
1, 00,	1.4,	0.00,	0,	0.0,	1.00,	.6,	0:00,	0.000,	0.000,	0.00
2, 48,	1.8,	0.30,	67,	40.4,	1.00,	.6,	13:40,	1.624,	0.120,	0.19
3, 68,	2.2,	0.40,	89,	40.0,	1.00,	.6,	13:41,	2.168,	0.160,	0.34
4, 89,	2.6,	0.30,	87,	40.4,	1.00,	.6,	13:42,	2.099,	0.090,	0.18
5, 00,	2.8,	0.00,	0,	0.0,	1.00,	.6,	0:00,	0.000,	0.000,	0.00

PHOTOGRAPHER AND DATE OF PHOTOS DANIEL A NELSON 8/29/2006

FILE NUMBER 63-20807



The photos above show where the unnamed drain crosses under the dirt lane at the corner of the property and goes into the irrigation ditch. The photo below shows the drain being dammed so the water can go down the irrigation ditch.



The photo below shows the place of use for this claim.



ADDITIONAL INFORMATION NEEDED FOR IRRIGATION FIELD EXAMS

Field Examiners, please complete the following checklist. Mark "unknown" or N/A if information doesn't apply or information is unavailable.

IF CURRENT OWNER DOES NOT MATCH PROOF REPORT PLEASE GIVE NEW OWNER CHANGE OF OWNERSHIP FORM TO COMPLETE.

1.) Pump information:

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
n o pump					

2.) Lift (distance from pump to water) _____

3.) How was lift determined (well log, measurement, owner)? _____

4.) Pressure against pump (this is checked using the owner's psi gauge, your gauge, or an estimate by owner) _____

5.) Was a measurement made? _____ If no can a measurement be made at a latter time? _____

6.) What type of measurement device was used? _____

7.) Is there a pump curve available for pump? _____

8.) Please fill out the following:

Number of sprinklers _____

Sprinkler nozzle size _____

Number of Pivots (include gpm rating for each pivot) _____

Gravity

9.) Please outline all acres irrigated on attached aerial photo. _____ DONE

10.) Please clearly mark all points of diversion on map and GPS. _____ DONE

11.) Please clearly mark all mainlines, ditches, and other conveyances.
_____ DONE

12.) Pictures taken of place of use and point of diversion. _____ DONE

13.) Please show where and how water from other sources are diverted into the irrigation system.

FIELD EXAMINERS NOTES (descriptions, other uses, questions, ect.)

GRAVITY DITCH
TO FURROW

DATE EXAM CONDUCTED 8-29-06

FIELD EXAMINER Don Miller

Has 17
Been used since 1978
↓
Canal
Water

NWSW

T5N R3W S25

SWSW

FIELD EXAM MEMO

DATE: 7/26/2006

TO: Dan Nelson

FR: Lori Graves

RE: A63-4224A, 63-20807

63-4224A is diverted from East Hartley Drain for irrigation of acres south of the drain.
63-20807 is diverted from an unnamed drain (north of East Hartley drain) for irrigation of acres between the unnamed drain and East Hartley Drain (per the claim maps).

The claim files need the following:

1. Acres irrigated as of 1987
2. P/d locations and measurements
3. System diagrams

The claims indicate that water from Black Canyon Irrigation District is also used.

Contact for the exam is Neal Spencer at 585-2738. He and his wife Chris are the current owners.

Neal's cell # : 439-3035

RECEIVED

JUL 25 2006

WATER RESOURCES
WESTERN REGION

IN THE MATTER OF)
NOTICE OF CLAIM TO)
A WATER RIGHT NO.(S))
63-20807)
63-4224A)
State of Idaho)
County of _____)

AFFIDAVIT

deposes and says:

In 1949 Raymond Spencer and Neal
Spencer set up the water right #
63-20807 to use the water out of
the ditch for crops at that time.
Neal still uses it to this day.
Also water right # 63-4224A was
set up with a portable pump in
the ditch and Neal has used it
off & on from this date

Neal Spencer
(Signature)

Neal Spencer

I know the Stamen is true
Dorina Ward



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 3, 2006

Neal & Chris Spencer
12776 Purple Sage Rd
Middleton ID 83644

RE: NOTICE OF CLAIM NOS: A63-4224A, A63-20807

Dear Property Owners:

We are currently preparing the Notices of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Enclosed is a computer printout of the claims for your reference. Our research indicates there may have been a change in the ownership for the above claims. Idaho Department of Water Resources (IDWR) records currently show the following names and addresses as the owners of the claims listed above:

**DONNA WARD
13498 PURPLE SAGE RD
CALDWELL ID 83605**

**VERNETTA HASTINGS
2910 E VICTORY RD
MERIDIAN ID 83642**

**DUEANE SPENCER
LA VAR SPENCER**

The Idaho statutes require that (IDWR) be informed of a change in water right ownership within 120 days of the property transaction. If you purchased the property referenced in this letter, please fill out the change in ownership form and send it with the required documentation to my attention at 2735 Airport Way, Boise ID 83705. If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address of the original claimant shown above. Please call me at (208) 334-2190 if you have questions.

Sincerely,

Lori Graves

Sr. Water Resource Agent

Enclosures

CONVERSATION MEMO

Date: 4/3/2006

Agent: Lori Graves

With: Donna Ward

Subject: Beneficial Use

Claim Nos: 63-4224A, 63-20807

Donna stated she no longer owns the property, but is still financially involved. When she did own the property, water from BCID was primarily used. She stated that she and her husband purchased the property in 1965 and started using water from East Hartley Drain. Water from the unnamed drain had been used prior to their purchase.

Donna said that when she filed the claim, she was the owner and the others listed were only contacts. She also stated that Bernetta (Vernetta) had passed away.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

April 3, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

DONNA WARD
13498 PURPLE SAGE RD
CALDWELL ID 83605

RE: EVIDENCE OF PRIORITY

Snake River Basin Claim Nos: A63-4224A & A63-20807

Dear Claimant,

In the past, you submitted the above referenced claims during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated print-out of the claims for your reference only, it is not necessary to return this print-out. It appears that you no longer own the property, however, because the department has not received a change in ownership for the claims, you are still listed as the current owner of record, which is why you are receiving this notice.

You indicated, when this claims were filed, that the water rights were based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. Your claims have not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

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

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

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

In addition, since it is our goal to decree the historical water right within the Snake River Basin as accurately as possible, an accurate location of your pump(s) and acres irrigated needs to be identified on the attached aerial photo. If more information is needed, you will be receiving a call from us in order to set-up an appointment for a field exam.

Page 2

The required evidence supporting the priority dates requested and clearly marked aerial photo needs to be submitted by April 25, 2006. Please let me know if you may not be able to submit proof of priority or have any questions not covered by this letter and the enclosed pamphlet, by the date indicated above.

Respectfully,

A handwritten signature in cursive script, appearing to read "Lori Graves".

Lori Graves
Sr. Water Resource Agent

Enclosure: "Evidence of Priority" Pamphlet/Affidavit
Notice of Claims A63-422A & A63-20807
Aerial Photo

Cc: Neal & Chris Spencer
12776 Purple Sage Rd
Middleton ID 83644

Idaho Dept. of Water Resources
Place of Use Comparison Report[illegible]

Idaho Dept. of Water Resources
Place of Use Comparison Report[illegible]

Idaho Dept. of Water Resources Place of Use Comparison Report

[illegible]

REAL PROPERTY INQUIRY

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+++++
01 6R38005-000- -0 031-00 SCH134+ 01 39,400 48.00
+++++
05 100 2.50
SPENCER, NEAL + 19 5.01
& SPENCER, CHRISTINE H/W +
+
+
+
12776 PURPLE SAGE RD +
MIDDLETON ID 83644 +
+++++
25-5N-3W SW + TOTAL 39,500 55.51
W1/2 SW LS TX 6, 14, 16 & 24 +++++
+ SURVEY INST 9206061
+ DRAIN DR VALUE APPR DYW
+ CLASS REAP 05 MAN UNIT 0
PURPLE SAGE RD, CA + PARCEL 6R05N03W255405 H/O N C/B N
+ PRIOR ACCOUNT 5R38005-000- -0
SEE R38005-011 + 02 MH on Property NO
+ 03 Traits 04 Companion Sheet

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MODE:F ACTION: PRESS {01 RETURN} TO VIEW ANOTHER ACCOUNT TRQK101

System User- IDWRR Date 04/03/2006 Time 14:59

REAL PROPERTY INQUIRY

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+++++
01 6R38005-011- -0 031-00 SCH134+ 01 4,700 4.83
+++++
10 30,000 1.00
SPENCER, NEAL W + 31 62,100
& SPENCER, CHRISTINE H/W + 32 1,700
+
+
+
12776 PURPLE SAGE RD +
MIDDLETON ID 83644 +
+++++
25-5N-3W SW + TOTAL 98,500 5.83
TX 24 IN SWSW +++++
+ SURVEY INST 9201429
+ DRAIN DR VALUE APPR DYW
+ CLASS 2 REAP 05 MAN 04 UNIT 1
12776 PURPLE SAGE RD, MI + PARCEL 6R05N03W256450 H/O N C/B N
+ PRIOR ACCOUNT 5R38005-011- -0
SEE R38005 + 02 MH on Property NO
+ 03 Traits 04 Companion Sheet

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Receipt Details for ID M005819

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
2/9/1990 12:45:59 PM	2/9/1990	Mobile	\$173.00	Check
Payer		SPENCER, (DONNA WARD)		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1001			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$173.00	ADJUDICATION FEE	410162	9337	0	0	6490

Refund(s):

Amount	Payee	Date	Document Number
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Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	4224	A	\$85.00	Claim
63	20807		\$63.00	Claim
63	20808		\$25.00	Claim

Print Report