



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

March 23, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JEFFREY E WRIGHT
380 W 200 S #604
SALT LAKE CITY UT 84101

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-12326

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without the required information listed under item 2 of the ownership change form. Specifically, we need a copy of your warranty deed, title policy or contract of sale (with attached legal description) along with a plat or survey map.

Enclosed is your original ownership change form. Please attach the required information and return the entire packet in the enclosed self-addressed envelope. As soon as this information is received, our records will be updated and you will be notified by mail that the change has been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Cheryl E Timm
Clerical Specialist SRBA
enc.

380 W. 200 S. #604
SLL UT 84101



RECEIVED
MAR 18 1999
Department of Water Resources
Southern Region

State of Idaho
Department of water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380
ATTN: Cheryl Timm

83301+3380



RECEIVED

MAR 18 1999

Department of Water Resources
Southern Region

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: A37-12326
Date Received: 12/16/1988
Receipt No: C004008
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: HENDER 1993 REVOCABLE INTER VIVOS TRUST 208-725-0117
Address: DAVID HAMILTON HENDER AND
ANN MAY HENDER TRUSTEES
PO BOX 6671
KETCHUM ID 83340

2. Date of Priority: JUL 17, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	18E	32	SW	SW	SW		BLAINE

5. Description of diverting works:
WELL & PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSEHOLD

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	18E	32	SW	SW		DOMEST	

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:
NONE

14. Remarks:

P/U ON LOT 14 , GIMLET NO. 2 SUBDIV. WITH STREET ADDRESS OF
101 DEER RUN LANE.

1-9-98: CHANGE OF OWNERSHIP PER NOTICE REC'D 8-19-97 GRAVES TO
HARTMAN - VH

3-26-98: CHANGE OF OWNERSHIP PER NOTICE REC'D 3-23-98 HARTMAN TO
HENDER TRUST - VH

15. Basis of Claim: BENEFICIAL USE

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

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HENDER TRUST - VH

15. Basis of Claim: BENEFICIAL USE

AJ0749NP
No. R37-12326

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 01/12/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HENDER 1993 REVOCABLE INTER VIVOS TRUST DAVID HAMILTON HENDER AND ANN MAY HENDER TRUSTEES PO BOX 6671 KETCHUM ID 83340 (208) 725-0117	07/17/1977	DOMESTIC	01-01 12-31	0.040 CFS	
				TOTAL DIVERSION:	0.040 CFS	

Water Source: GROUNDWATER Tributary to: Stage: BENEFICIAL USE
Point(s) of Diversion: T04N R18E S32 SWSW BLAINE County

Place of use Legal Description for: DOMESTIC

	NE				NW				SW				SE			
T R S	: Lt Ac	Lt Ac	Lt Ac	SENE	: Lt Ac	Lt Ac	Lt Ac	SENE	: Lt Ac	Lt Ac	Lt Ac	SENE	: Lt Ac	Lt Ac	Lt Ac	SENE
04N 18E 32	:				:				:				:			
	:				:				:				:			

POU County: BLAINE

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP00195000014A

Dates: Exam Made Date: Verified Date: 01/12/1999 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

OK
See
2/1/99



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

November 6, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

DAVID & ANN MAY HENDER
REVOCABLE TRUST
PO BOX 6671
KETCHUM ID 83340

*ms Hender called
11/12/98
they sold to
ms. Wright.*

Re: Snake River Basin Adjudication (SRBA)
Water Right No. 37-12326

Dear Claimant(s):

We have been advised you maybe the new owner(s) of the property with the water right referenced above.

Before we can modify our records to reflect your new ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please return the form, documentation and proof of domestic use to my attention at this office as soon as possible.

Please call this office toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Judy
Judy Givens
Clerical Specialist

/jg

Enc: Form 42-248-42-1409(6)
Water Right Profile Report

AJ5856NP

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

DATE: SEP-19-1997

PAGE: A-166

RIGHT NUMBER: 37-12326

NAME & ADDRESS: THE DONALD H GRAVES LIVING TRUST
% DONALD H GRAVES TRUSTEE
PO BOX 2400
SUN VALLEY ID 83353

David & Ann May Hender
Box 66 71
Ketchum 83340
Revocable Trust

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 07/17/1977

POINT OF DIVERSION: T04N R18E S32

SWSW

Within BLAINE County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

DOMESTIC D/ 1 HOUSEHOLD

PERIOD OF USE

01-01 12-31

QUANTITY

0.04 CFS

PLACE OF USE:

DOMESTIC

Within BLAINE County

T04N R18E S32

SWSW

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

P/U ON LOT 14, GIMLET NO. 2 SUBDIV. WITH STREET ADDRESS OF
101 DEER RUN LANE. ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 00195000014A

Verified by

Duf

Date:

10/5/98

Verification Source:

City Parcel Map & map



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

March 26, 1998

HENDER 1993 REVOCABLE INTER VIVOS TRUST
David H. Hender and Ann M. Hender, Trustees
PO Box 6671
Ketchum, Idaho 83340

RE: Snake River Basin Adjudication (SRBA)
Claim No.(s): A37-12326
Change of Ownership Notification

Dear Claimant(s):

We have been notified that you have purchased property with the above referenced Snake River Basin Adjudication claim(s), and our records have been changed, accordingly. The enclosed copies are for your records, please review these documents for accuracy in all respects. If you have any questions, please contact me at this office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Vikie Hancock'.

Vikie Hancock
S.R.B.A. Records Clerk

ENCLOSURES

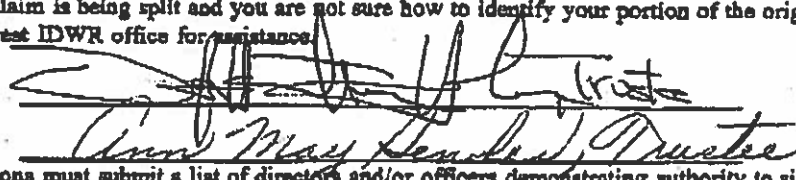
STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

MAR 23 1998

Please print or type. Attach pages with additional information. Instructions are on the back of this form. Incomplete forms will be returned. Department of Water Resources
Southern Region

1. Water Right No(s): 37-08436
Adjudication Claim No(s): A37-12326
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant RUTH HARTMAN
11248 OLD HARBOUR ROAD N. PALM BEACH, FL 33408
4. New Owner/Claimant(s) DAVID HAMILTON HENDER AND ANN MAY HENDER, TRUSTEES
Name Connector (Check one): ☒ I and ☐ or ☐ and/or
New Mailing Address OF THE HENDER REVOCABLE INTERVIVOS TRUST DATED
City, State and ZIP Code JULY 10, 1993 PO BOX 6671 KETCHUM, ID 83340
New Telephone Number (208) 725-0117
5. Date you acquired the property 8-21-97
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 1.5 Number and type of stock 0
Diversion rate in CFS 0.04 Number of homes 1 Other uses N/A
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) 
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

Order No 23226

WARRANTY DEED

FOR VALUE RECEIVED

RUTH HARTMAN, a single woman

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

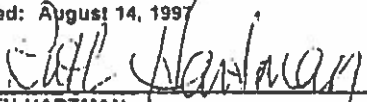
DAVID HAMILTON HENDER and ANN MAY HENDER, Trustees of The Hender 1993 Revocable Inter Vivos Trust
Dated July 10, 1993

GRANTEE(s) whose address is: P.O. Box 6671, Ketchum, ID 83340

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

Lot 14A of GIMLET SUBD. NO. 2; LOTS 14A and 15B, according to the official plat thereof, recorded as
Instrument No. 403338, records of Blaine County, Idaho.Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights
reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning
regulations and ordinances of any governmental unit.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.

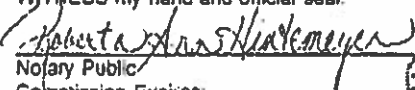
Dated: August 14, 1997


RUTH HARTMAN

State of Florida

County of Palm BeachOn this 18th day of August in the year 1997 before me, the undersigned, personally
appeared RUTH HARTMAN, 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
Commission Expires:Roberta Ann Hirtmeyer
MY COMMISSION # 00851410 EXPIRES
July 8, 2001
BONDED THROUGH THE FARM INSURANCE, INC.

I have signed this instrument

READ AND APPROVED READ AND APPROVED 

DAVID H. AND ANN M. HENDER
P.O. Box 6671
Ketchum, Idaho 83340
208-725-0117

February 6, 1998

State of Idaho
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

RECEIVED

MAR 23 1998

Department of Water Resources
Southern Region

ATTN: Vikie Hancock, SRBA Records Clerk
IN RE: Claim No. A37-12326

Dear Vikie:

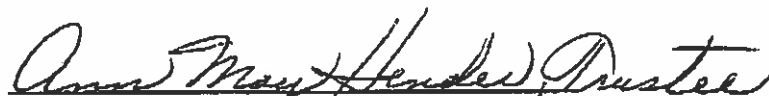
Enclosed is the completed "Notice of Change of Water Right Ownership" and supporting documents verifying our purchase of the subject property, which legal description is indicated on the attached forms.

Please proceed with the transfer of the water rights into the name of our Trust, as stated on the Warranty Deed attached.

Thank you.

Sincerely,


David Hamilton Hender, Trustee


Ann May Hender, Trustee

March 26, 1998

NOTE TO FILE

FROM: V.Hancock

CLAIM NO: >A37-12326

Just a small heads up.

In investigating the ownership change from Hartman to Hender I noticed that there had been a change in the lot in question. After talking to G.Satterlee, who had done a field exam for WR #37-08436, I determined that it didn't effect the POU and went ahead with the ownership change.

Mar. 23 1998 12:53PM P3

PHONE NO. : 2087260003

FROM :

GIMLET SUBD. NO 2 : LOTS 14A and 15B

Within: SECTIONS 31 & 32, T4N, R18E, B.M.
BLAINE COUNTY IDAHO

AUGUST 1996

SHEET 1 OF 2 SHEETS

This map is a photographic reproduction of that on file in either the Recorder's or the Surveyor's Office. The company assumes no liability for variation, if any, with another or re-survey.
Courtesy Of:
Sawtooth Title Co.
Box 155
Ketchum, Idaho 83340
208-838-1111

A lot line shift between Lot 14, Gimlet Sub. No. 2 AND Lot 15A, as depicted within the plat of:
Gimlet Sub. 2, Lots 15 & 21 and Gimlet Sub. 9, Lot 9 as recorded under Instrument No. 376554.

LEGEND

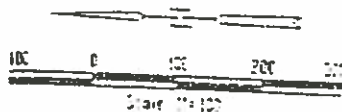
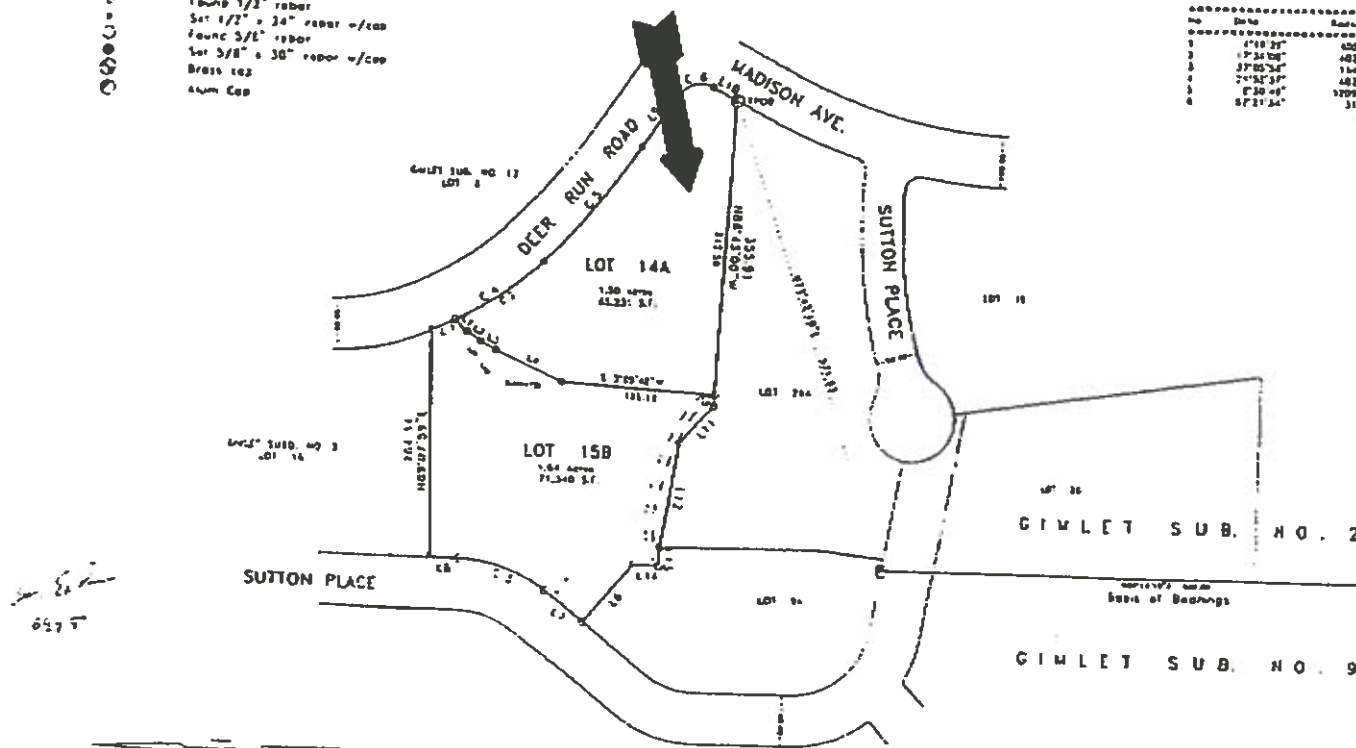
- Lot Line
- Lot Line Eliminated
- Drainage Easement
- Found 1/2" rebar
- Set 1/2" x 34" rebar w/cap
- Found 3/8" rebar
- Set 3/8" x 38" rebar w/cap
- Brass tag
- Survey Cap

CURVE TABLE

No.	Delta	Radius	Chord	Length	Angle	Curve
1	6°18'37"	402.14	36.33	13.49	30.46	37°34'37"
2	1°34'02"	483.94	121.31	12.14	122.43	130°34'11"
3	3°05'34"	134.11	104.38	36.07	184.23	109°25'46"
4	7°35'35"	482.94	153.46	77.34	151.71	125°27'57"
5	6°30'49"	1709.83	178.14	96.84	178.27	147°48'52"
6	6°21'34"	31.77	43.87	37.79	41.44	117°57'46"

LINE TABLE

No.	Bearing	Length
1	S47°15'21"W	16.95
2	S30°14'42"W	19.23
3	S27°32'35"W	19.81
4	S2°09'14"W	64.34
5	N6°04'15"W	13.32
6	N48°17'50"W	97.36
7	N37°39'00"E	57.30
8	N0°30'45"E	34.28
9	S0°00'52"E	33.21
10	S28°18'30"W	51.00
11	N47°30'33"W	34.38
12	N08°17'19"W	123.75
13	N48°17'03"W	33.75
14	N08°14'12"E	34.72



NOTES

1. Easements are recorded under instrument No. 131881 January 1996.
2. Easements are recorded under instrument No. 137428 April 25 1996.
3. Easements are recorded under instrument No. 137428 April 25 1996.

HEALTH CERTIFICATE

Surveyor's certificate as required by Idaho Code Title 20, Chapter 12, and as amended. Surveyor's certificate may be returned, if accompanied with Idaho Code Title 20, Chapter 12, Section 20-1225 by the recorder of a certificate of incorporation.

Dated 12-3-96
Robert L. Carlson
Surveyor General, State of Idaho

PREPARED BY : BENCHMARK ASSOCIATES : KETCHUM, IDAHO

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
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YOUR FILES

1. Name: RUTH HARTMAN
Address: 11248 OLD HARBOUR ROAD
NORTH PALM BEACH FL 33408 561-625-3886

2. Date of Priority: JUL 17, 1977

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

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HARTMAN - VH

15. Basis of Claim: BENEFICIAL USE



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

January 9, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Ruth Hartman
11248 Old Harbour Road
North Palm Beach, Florida 33208

RE: Snake River Basin Adjudication (SRBA)
Claim No.: **A37-12326**
Change of Ownership Notification

Dear Claimant(s):

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Sincerely,

A handwritten signature in cursive script, appearing to read 'Vikie'.

Vikie Hancock
S.R.B.A. Records Clerk

ENCLOSURES

HUNT

ID:208-726-1088

AUG 19'97 12:54 No.002 P.02

Form 42-24d/42-1409(0) February 3, 1997

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

AUG 19 1997

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Adjudication Claim No(s): A37-12326
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 - ☒ A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - ☒ B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR
 - ☒ C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: The Donald H. Graves Living Trust Donald H. Graves, Trustee
PO Box 2400, Sun Valley, ID. 83353
4. New Owner/Claimant(s): Ruth Hartman
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
Now Mailing Address: 11248 OLD HARBOUR ROAD
City, State and ZIP Code: NORTH PALM BEACH, FLORIDA 33408
New Telephone Number: (561) 625-3886
5. Date you acquired the property: 9/95
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 1.5 Number and type of stock _____
Diversion rate in CFS 0.04 Number of homes 1 Other uses n/a
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s): Ruth Hartman
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

DO NOT RECORD

THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND PROVISIONS 1 TO 6 INCLUSIVE OF PART B WHICH ARE INCORPORATED BY REFERENCE IN THE DEED OF TRUST APPEARING ON THE REVERSE SIDE HEREOF.

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 workable manner any building which may be constructed, damaged or destroyed thereon; and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereon; 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 action or proceeding 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, 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 the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any 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 in 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 process, 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 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 or to declare default for failure to pay.
3. At any time or 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: recover any or all part of said 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 his fees, Trustee shall recover, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust or any matters or facts shall be conclusive proof of the truthfulness thereof. The grantor in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby agrees 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, receiving unto Grantor the right, prior to any default by Grantor in payment of any 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, say not 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 secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legations, 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 pledgee 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.

**DEED OF TRUST
WITH POWER OF SALE**

GRANTOR

Sun Valley Title Company, Inc.

TRUSTEE

BENEFICIARY

Dated

19

**Chicago Title Insurance
Company of Idaho**

**Sun Valley Title Company, Inc.
P.O. Drawer 2365
Ketchum, Idaho 83340**

To SUN VALLEY TITLE COMPANY, INC., Trustee

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

KEHLE, III Trust dated June 16, 1993, does hereby bargain, sell, convey, release, remise and forever Quit/Claim unto

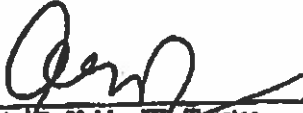
RUTH HARTMAN, a single woman

whose current address is: 11248 Old Harbour Road, North Palm Beach, Florida 33408

all the right, title, interest, claim and demand which the said Individual and TRUST has in and to the following described lot, piece or parcel of land and improvements thereon:

Lot 14, GIMLET SUBDIVISION NO. 2, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded in Book 5 of Plats, Page 13, Records of Blaine County, Idaho.

together with their appurtenances.


A. G. Kehle, III, Trustee
of the A. G. Kehle Trust dated
June 16, 1993

Date: 8/10/95


A. G. Kehle, III, Individually

Date: 8/10/95

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of August, 1995 by A.G. KEHLE, III, Individually and as Trustee of the A.G. Kehle, III Trust dated June 16, 1993, and he confirmed before me his individual identity and his authority to execute this document on behalf of the trust, and said A. G. Kehle, III is personally known to me or ☒ who has produced a driver's license as identification and was not ~~an agent or employee of the trust~~.

By: 

Print Name: Rebecca Iglesias
Notary Public-State of Florida
My Commission Expires:



REBECA IGLESIAS
COMMISSION #OC370107
EXPIRES APR 10, 1998
BONDED THRU
SUN VALLEY CO. INC.

Comm No. 22-10732

Loan No.

THIS DEED OF TRUST, Made this 19th day of July, 19 91,
BETWEEN Anthony G. Kehle, III and Ruth H. Kehle, husband and wife
 herein called **GRANTOR**,

whose address is Box 1272, Sun Valley, ID 83353

Sun Valley Title Company, Inc., an Idaho corporation, herein called **TRUSTEE**, and
 Cynthia Jean Graves, Irrevocable Successor Trustee to Donald H. Graves, Trustee
 of The Donald H. Graves Living Trust, D.O.T. 7/1/88, Box 571117, Tazana, CA 91357

herein called **BENEFICIARY**, **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 Blaine
 State of Idaho, described as follows and containing not more than twenty acres:

Lot 14, GIMLET SUBDIVISION NO. 2, BLAINE COUNTY, IDAHO, according
 to the official plat thereof recorded in Book 5 of Plats, Page
 13, records of Blaine County, Idaho.

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

Two Hundred Thousand and No/100

Dollars (\$200,000.00)

Final payment due July 19, 1992

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 in-
 tent of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together
 with interest thereon.

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

By the execution of this deed of trust and the note secured thereby, there are hereby incorporated and made an integral
 part hereof, for all purposes as though set forth herein at length, the provisions 1 to 6, inclusive, of Part A and provisions 1 to 9,
 inclusive, of Part B of either of the deeds of trust, which provisions are identical in each, wherein SUN VALLEY TITLE COMPANY
 was Trustee which was recorded in the mortgage records in the office of the county recorder of the following County on the
 respective date and under instrument number hereinafter designated:

County
 Blaine

Instrument No.
 224261

Recording Date
 March 2, 1992

Receipt 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.

Anthony G. Kehle, III

Ruth H. Kehle

STATE OF IDAHO, COUNTY OF: Blaine

On this 19th day of July, 19 91,
 before me a Notary Public in and for said State, personally
 appeared

Anthony G. Kehle, III and
 Ruth H. Kehle

known to me to be the persons whose names are
 subscribed to the within instrument, and acknowledged to
 me that they executed the same.

Marla G. Mink
 Notary Public.

Residing at Billings
 Ann. 12-1-91, Idaho

STATE OF IDAHO, COUNTY OF:

I HEREBY CERTIFY That this instrument was filed for
 record at the request of
 at _____ minutes past _____ o'clock M.,
 this _____ day of _____, 19 ____
 in my office, and duly recorded in Book _____
 of Mortgages at page _____

Ex-officio Recorder.

Deputy.

Fees: \$

Mails: \$

(Use for Real Estate in Blaine County, Idaho ONLY)

22-10732

WARRANTY DEED

For Value Received Cynthia Jean Graves, Irrevocable Successor Trustee to Donald H. Graves, Trustee of The Donald H. Graves Living Trust, D.O.T. 7/1/88.

the grantor, do hereby grant, bargain, sell and convey unto,
Anthony G. Kehle, III and Ruth H. Kehle, husband and wife

the grantees, whose current address is P.O. Box 1272 Sun Valley, ID 83353

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

Lot 14, GIMLET SUBDIVISION NO. 2, BLAINE COUNTY, IDAHO, according to the official plat thereof recorded in Book 5 of Plats, Page 13, records of Blaine County, Idaho.

SUBJECT TO: Taxes, Easements, Restrictions, Reservations, Assessments and Encumbrances as shown of record, if any.

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

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

Dated July 19, 1991

Cynthia Jean Graves, Irrevocable Successor Trustee
Cynthia Jean Graves, Irrevocable Successor Trustee

STATE OF IDAHO
COUNTY OF Blaine

On this 19th day of July, in the year 1991, before me, a Notary Public, personally appeared Cynthia Jean Graves, Irrevocable Successor Trustee known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity as Irrevocable Successor Trustee

Mark G. Mink
Notary Public
Residing at Bellevue, Idaho.

Comm. Expires 12-1-94

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy

Fees \$
Mail to:

INSTRUMENT NO.

Chicago Title Insurance Company of Idaho

GIMLET SUBDIVISION · NO. 2

SEC. 32, T4N, R18E, B.M.
BLAINE COUNTY, IDAHO

BOARD OF COUNTY COMMISSIONER'S APPROVAL

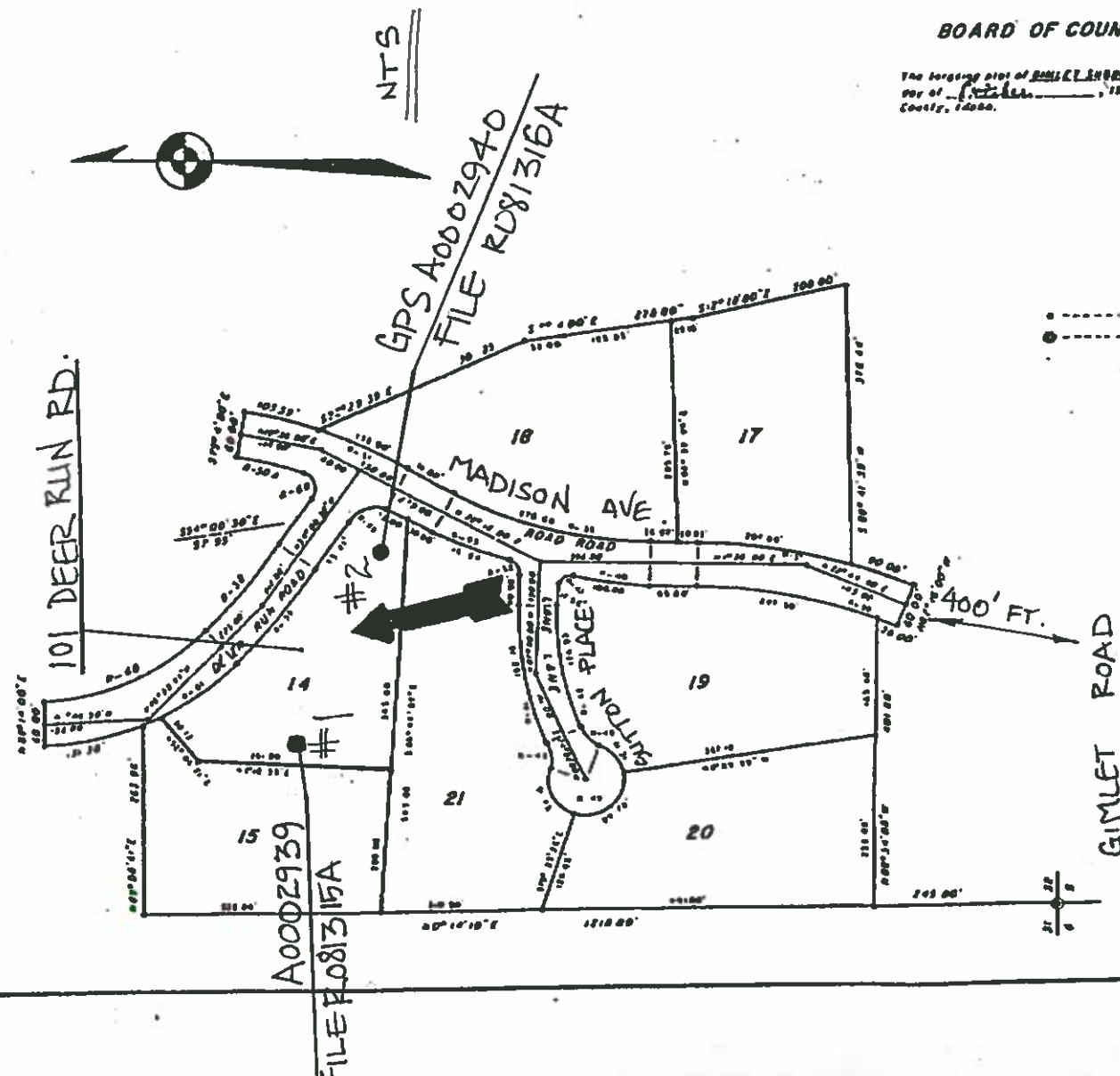
The largest plot of SINGLE INMIGRATION was removed and occupied this 22nd of February, 1970, by the Board of County Commissioners of Glenn County, Idaho.

cc: CE [signature]
[signature]

Hartman, Ruth
13 August 1997 1000 hrs.
Examiner: G.Satterlee

A37-12326

37-08436



LEGEND

- 1/2" Dia 36" Maxima vert.
8000-cps load.

CURVE DATA

Суды	А	Т	В	С
В-17	24 02 00	000 00	00 00	24 02 00
В-18	24 02 00	100 00	00 00	24 02 00
В-19	24 02 00	120 00	00 00	24 02 00
В-20	24 02 00	140 00	00 00	24 02 00
В-21	24 02 00	160 00	00 00	24 02 00
В-22	24 02 00	180 00	00 00	24 02 00
В-23	24 02 00	200 00	00 00	24 02 00
В-24	24 02 00	220 00	00 00	24 02 00
В-25	24 02 00	240 00	00 00	24 02 00
В-26	24 02 00	260 00	00 00	24 02 00
В-27	24 02 00	280 00	00 00	24 02 00
В-28	24 02 00	300 00	00 00	24 02 00
В-29	24 02 00	320 00	00 00	24 02 00
В-30	24 02 00	340 00	00 00	24 02 00
В-31	24 02 00	360 00	00 00	24 02 00
В-32	24 02 00	380 00	00 00	24 02 00
В-33	24 02 00	400 00	00 00	24 02 00
В-34	24 02 00	420 00	00 00	24 02 00
В-35	24 02 00	440 00	00 00	24 02 00
В-36	24 02 00	460 00	00 00	24 02 00
В-37	24 02 00	480 00	00 00	24 02 00
В-38	24 02 00	500 00	00 00	24 02 00
В-39	24 02 00	520 00	00 00	24 02 00
В-40	24 02 00	540 00	00 00	24 02 00
В-41	24 02 00	560 00	00 00	24 02 00
В-42	24 02 00	580 00	00 00	24 02 00
В-43	24 02 00	600 00	00 00	24 02 00
В-44	24 02 00	620 00	00 00	24 02 00
В-45	24 02 00	640 00	00 00	24 02 00
В-46	24 02 00	660 00	00 00	24 02 00
В-47	24 02 00	680 00	00 00	24 02 00
В-48	24 02 00	700 00	00 00	24 02 00
В-49	24 02 00	720 00	00 00	24 02 00
В-50	24 02 00	740 00	00 00	24 02 00
В-51	24 02 00	760 00	00 00	24 02 00
В-52	24 02 00	780 00	00 00	24 02 00
В-53	24 02 00	800 00	00 00	24 02 00
В-54	24 02 00	820 00	00 00	24 02 00
В-55	24 02 00	840 00	00 00	24 02 00
В-56	24 02 00	860 00	00 00	24 02 00
В-57	24 02 00	880 00	00 00	24 02 00
В-58	24 02 00	900 00	00 00	24 02 00
В-59	24 02 00	920 00	00 00	24 02 00
В-60	24 02 00	940 00	00 00	24 02 00
В-61	24 02 00	960 00	00 00	24 02 00
В-62	24 02 00	980 00	00 00	24 02 00
В-63	24 02 00	1000 00	00 00	24 02 00

SAWTOOTH TITLE CO., INC.

While this is a photographic reproduction of the recorded plot, the Company assumes no liability for variations, if any, with a re-survey.

08/19/1997 14:19 2087363037

IDWR SOUTHERN REGION

PAGE 01

COMMUNICATION DOCUMENTATION

IDWR Employee/Agent Georgia Satterlee

DATE
August 19, 1997 1:48pm

CUSTOMER
Hender, Dave

SUBJECT: 37-08436

phone call (x) walk-in (.)

Home Phone: 725-0117

He owns the lot next door to Lot 14 Gimlet Subd. No. 2.
He is interested in buying the lot however he wanted to know the status of the chain of ownership and if there is anything he needs to be aware of before he purchases the lot.
After discussing the permit situation with Allen Merritt and Shelley Keen, it seems the examination will be licensed in the existing owner's name. Once it is licensed (6-12 months), Mr. Hender will need to complete a Change of Ownership with no cost to Mr. Hender.

Allen Merritt Southern Region 736-3033
Shelley Keen Boise State Office 327-7946

Post-It® Fax Note	7671	Date	19 AUG	# of pages	1
To	PEGGY WAYNE	From	GLS		
Co./Dept.		Co.	IDWR		
Phone #	726-0003	Phone #	736-3033		
Fax #		Fax #			

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-08436

Priority: October 24, 1988

Maximum Diversion Rate:

0.05 CFS

Maximum Diversion Volume:

4.1 AF

This is to certify, that DONALD H GRAVES LIVING TRUST

C/O JAMES P SPECK

PO BOX 987

KETCHUM ID 83340

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated October 24, 1988; and has submitted Proof of Beneficial Use on June 30, 1989. An examination indicates that the works have a diversion capacity of 0.050 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	0.03 CFS	3.5 AF
DOMESTIC	01/01 to 12/31	0.02 CFS	0.6 AF
	Totals	0.05 CFS	4.1 AF

LOCATION OF POINT(S) OF DIVERSION:

SWSW , Sec. 32, Township 04N, Range 18E
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>
04N	18E	32	SWSW	1		1

Total number of acres irrigated: 1

PLACE OF USE:

DOMESTIC, same as IRRIGATION use

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. Irrigation use under this right is authorized only in connection with a domestic use.

PAGE 2

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 37-08436

CONDITIONS OF APPROVAL AND REMARKS

6. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
7. Two points of diversion located in SWSW, S32, T4N, R18E.
8. Point of diversion and place of use located in Lot 14, Gimlet Subdivision No. 2.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 17th day of FEBRUARY, 1998.

Acting for

KARL J. DREHER, Director



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-8370
Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED

FEB 20 1998

SPECK & AANESTAD

February 18, 1998

PHILIP E. BATT
GOVERNORKARL J. DREHER
DIRECTOR

DONALD H GRAVES LIVING TRUST
C/O JAMES P SPECK
PO BOX 987
KETCHUM ID 83340

RE: WATER RIGHT NO. 37-08436

Dear Water Right Holder(s):

The Department of Water Resources (the Department) has issued the enclosed license confirming that a water right has been established in accordance with the permit referenced above. The license is a preliminary order issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department unless a party petitions for reconsideration or files an exception and/or brief as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the Department within fourteen (14) days of the service date of this order. The Department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3), Idaho Code.

EXCEPTIONS AND BRIEFS

Within twenty-one (21) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding. Otherwise, this preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

RECEIVED

FEB 20 1998

ORAL ARGUMENT

If the Department grants a petition to review the preliminary order, the Department shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Department in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Department may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The Department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

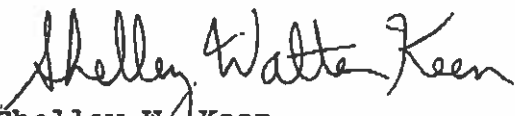
Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

If you have any questions, please call me at 208-327-7946.

Sincerely,



Shelley W. Keen
Water Rights Supervisor

SK:klt

Enclosure

FROM :

PHONE NO. : 2087260003

Mar. 23 1998 12:58PM P14

RECEIVED

FEB 20 1998

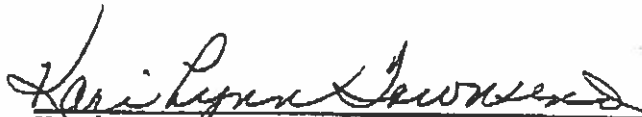
CERTIFICATE OF MAILING

SPECK & AANESTAD

I hereby certify that on the 18th day of February, 1998, I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved License) to the person(s) listed below:

Water Right No. 37-08436

DONALD H GRAVES LIVING TRUST
C/O JAMES P SPECK
PO BOX 987
KETCHUM ID 83340


Kari Lynn Townsend
Secretary

E. NARRATIVE/REMARKS/COMMENTS

FROM: Georgia Satterlee
DATE: 19 August 1997
RE: 37-08436, A37-12326

At 0930 hrs. on 13 August 1997, I met with Michelle Jessee to perform a field examination regarding the above permit number. In addition to the permit 37-08436, there is an adjudication claim, A37-12326. The adjudication was filed as a beneficial use for domestic only.

Proof of Beneficial Use was received June 1989. In 1991, Cynthia Jean Graves, Trustee for Donald Graves, sold the property to Mr. and Mrs. Kehle. Through a divorce, Mrs. Kehle was granted the property. She changed her last name back to her maiden name, Hartman. Michelle Jessee and Peggy Wayne are the realtors associated with Ruth Hartman and the party interested in buying Lot 14 of Gimlet Subdivision No. 2, Mr. and Mrs. David Hender. The Henders' own Lot 15 (the lot west of the subject property).

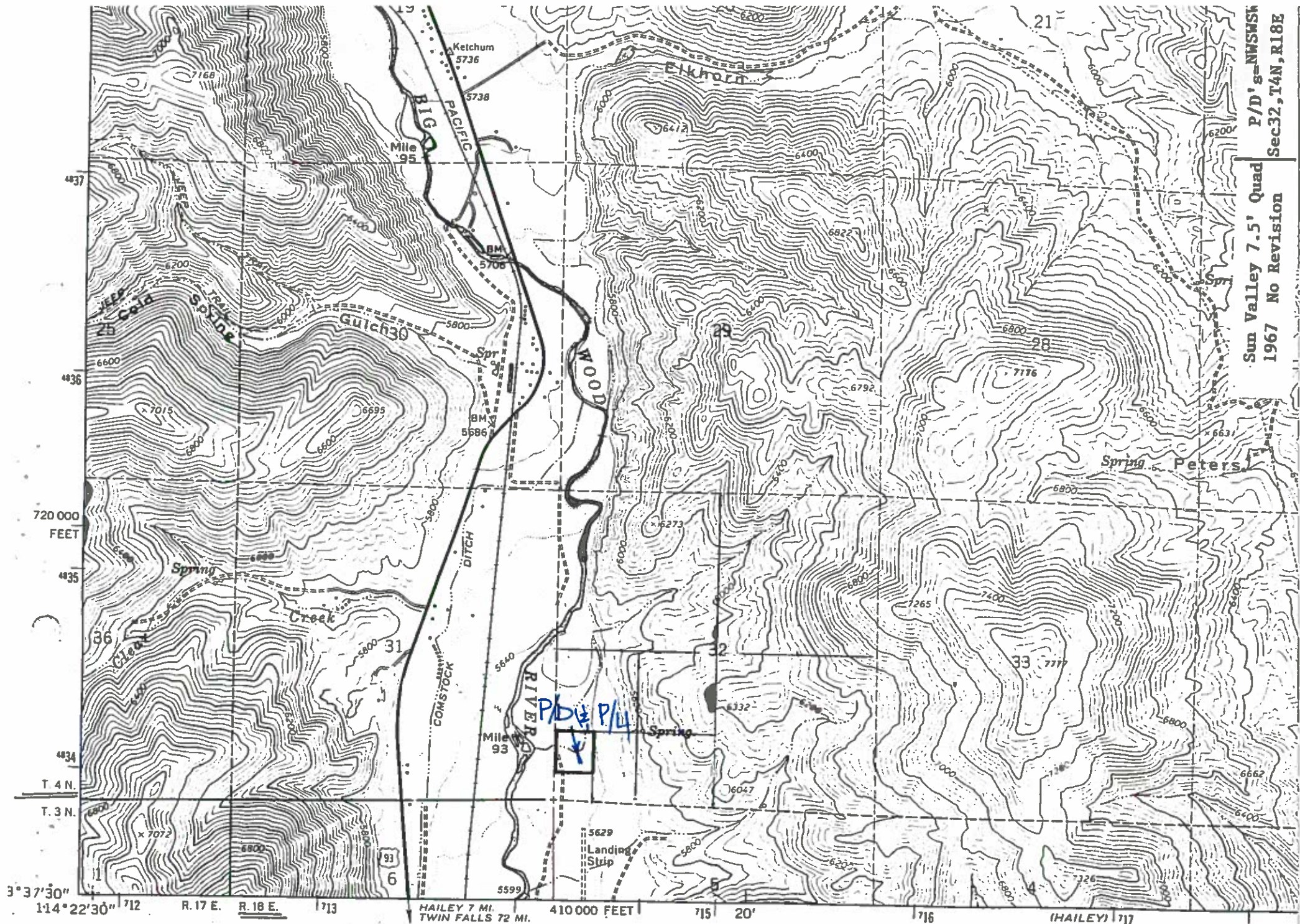
According to Mr. and Mrs. Hender and Peggy Wayne, the elements of the permit have always been beneficially used.

The first well is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, T04N, R18E. The well is approximately 10 ft. E'ly of the westerly lot line of Lot 14 in Gimlet Subdivision No. 2.

The second well is also located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, T04N, R18E. The second well is approximately 75 ft. south of Deer Run Rd. and 75 ft. west of Madison Avenue.

Per phone conversation on 15 August 1997 with Ken Smith of Wood River Drilling, he verified that the well near the west boundary lot line of Lot 14 is for irrigation and the second well is for domestic use. The wells are not tied together.

The place of use is approximately 1.5 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec 32, T04N, R18E. The recommendation for irrigation will be for 1.0 acre only. The other 0.5 acre is excepted out to allow for the house, garage, and driveway. Also, I do not recommend the adjudication claim because both uses are sufficiently claimed in 37-08436.



Sun Valley 7.5' Quad
1967 No Revision
P/D's=NWSWSN
Sec32,T4N,R18E

Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS

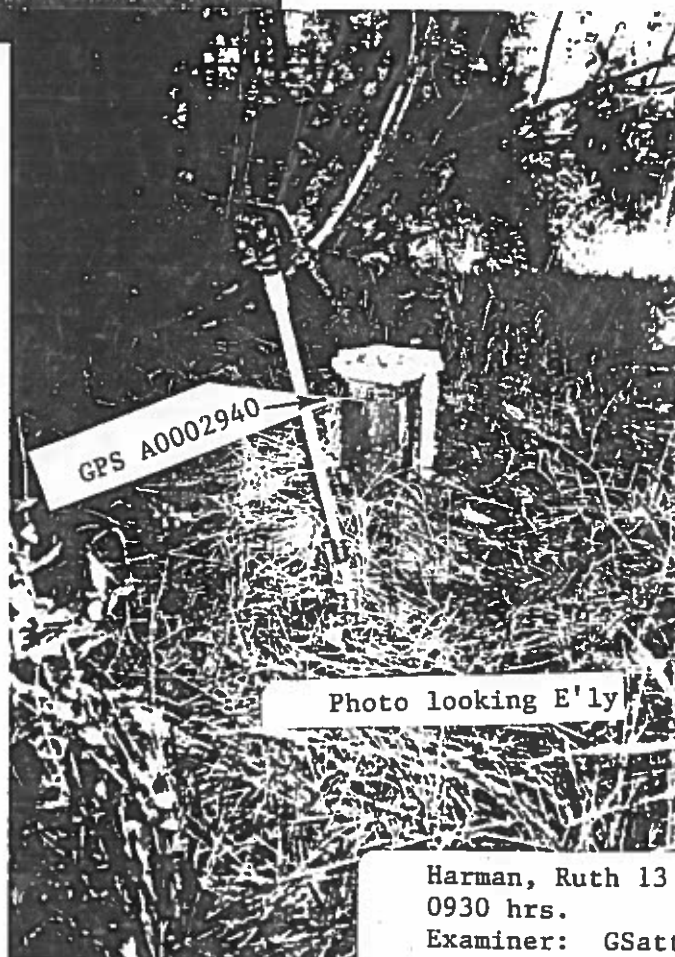
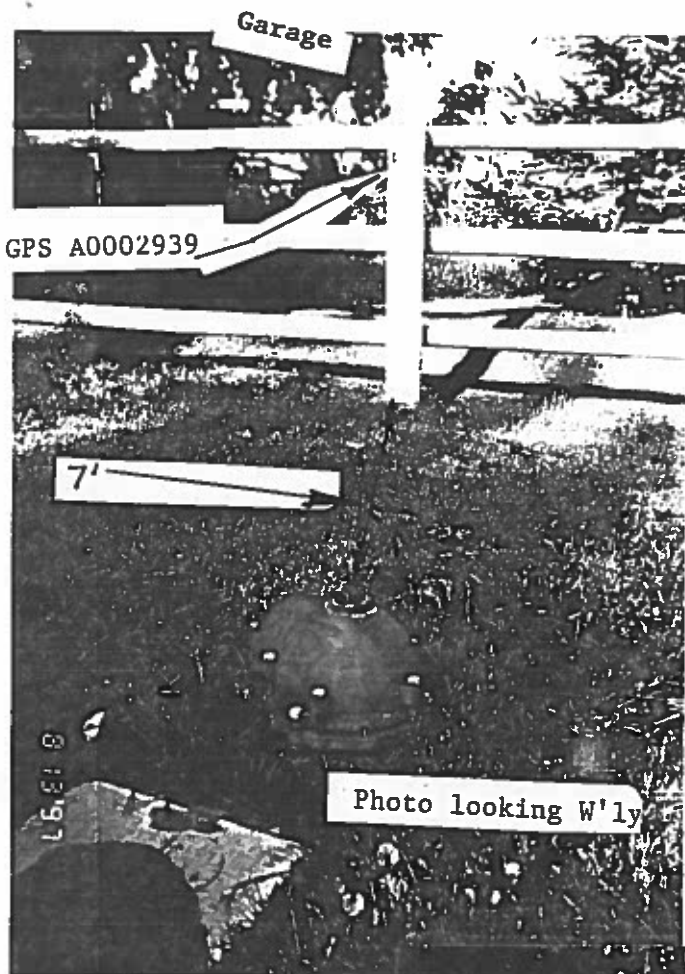
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SCALE 1:24 000

1/2



Harman, Ruth 13 Aug 1997
0930 hrs.
Examiner: GSatterlee

37-08436

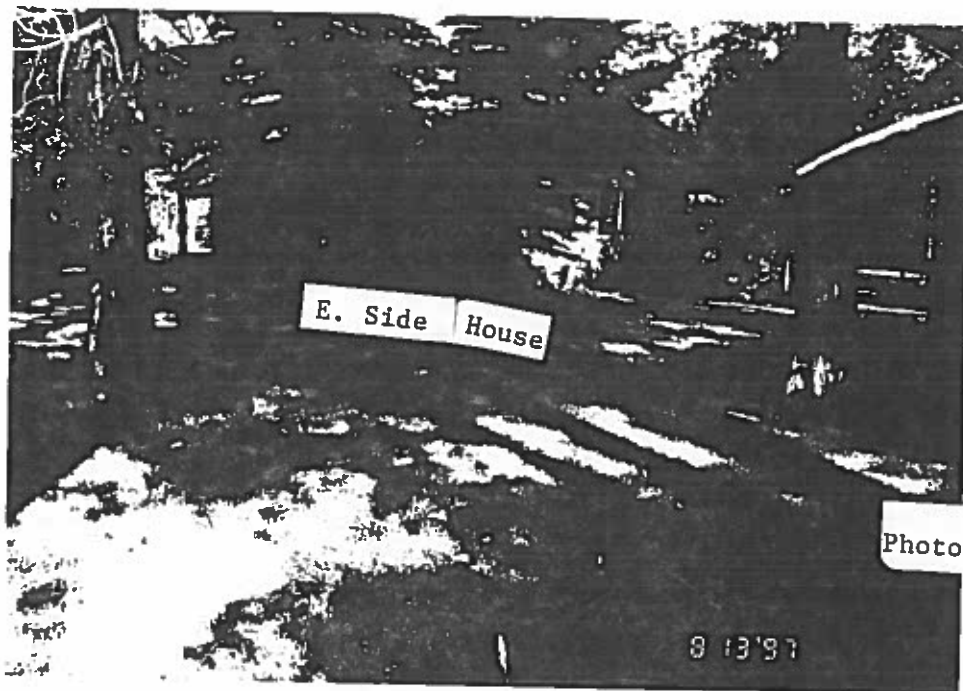


Photo looking W'ly

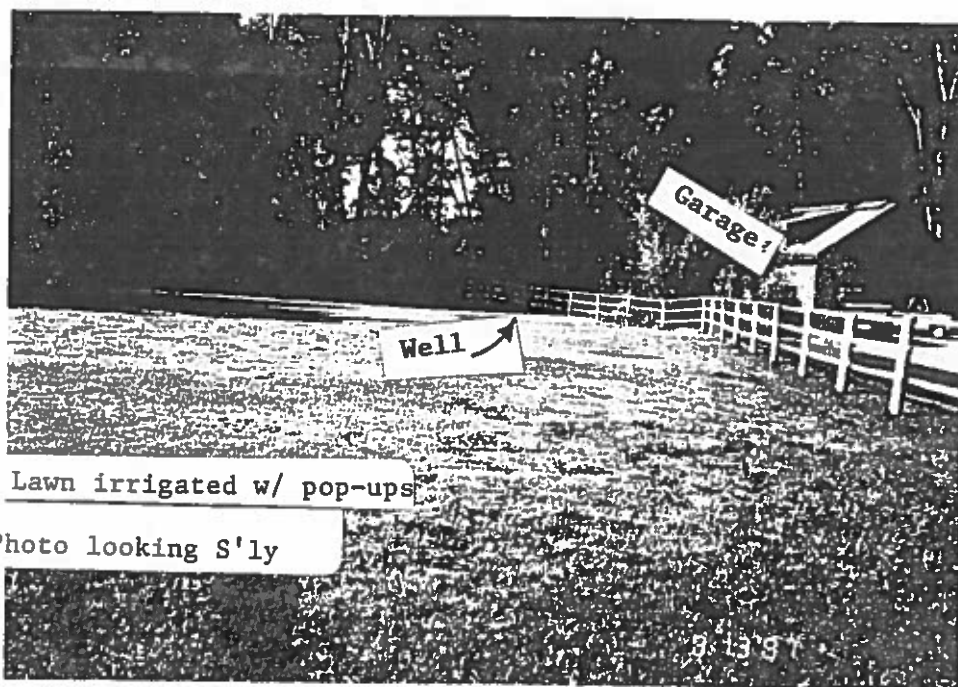


Photo looking S'ly

Hartman, Ruth 13 Aug 1997
0930 hrs.
Examiner: G.Satterlee



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

August 4, 1997

Peggy Wayne
PO Box 2311
Ketchum, ID
83340

RE: Water Permit 37-08436, Donald H. Graves Living Trust
Snake River Basin Adjudication Claim A37-12326

Dear Ms. Wayne;

Per your request, enclosed is a profile report of the above-referenced permit. Also enclosed is an assignment form by which the permit holder can assign this permit to the new owner. There is a \$25. processing fee for assignments. A property deed signed by Mr. Graves could be used instead of the assignment form, but only if the permit is mentioned by number on the deed; deeds are usually not that specific, however. If a deed is submitted to IDWR, the processing fee is still required.

Also enclosed is a copy of SRBA Claim A37-12326, and a change of ownership form. This form can be signed by the new owner of the property, and there is no processing fee. As we discussed, a chain of title going from Mr. Graves to the new owner should accompany the form.

Regards,

James E. Stanton
Sr. Water Resource Agent

cc: Georgia Satterlee, IDWR

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: A37-12326
Date Received: 1/25/1989
Receipt No: C004008
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: THE DONALD H. GRAVES LIVING TRUST 208-726-7111
Address: % DONALD H. GRAVES, TRUSTEE
P.O. BOX 2400
SUN VALLEY, ID 83353

2. Date of Priority: JUL 17, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	18E	32	SW	SW			BLAINE

5. Description of diverting works:
WELL & PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSEHOLD

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	18E	32	SW	SW		DOMEST	

11. Place of use in counties: BLAINE

A37-12326

Page 1

Date: 01/25/89

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FBI

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

13. Other Water Rights Used:
NONE

14. Remarks:

P/U ON LOT 14 , GIMLET NO. 2 SUBDIV. WITH STREET ADDRESS OF
101 DEER RUN LANE.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ 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)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

HOGUE, SPECK & AANESTAD

A PROFESSIONAL ASSOCIATION

OF

ATTORNEYS

120 EAST AVENUE

POST OFFICE BOX 987

KETCHUM, IDAHO 83340

(208) 726-4421

TELECOPIER (208) 726-0752

TERRY G. HOGUE
JAMES P. SPECK
DOUGLAS J. AANESTAD
J. STEPHEN CRABTREE
TRACY DUNLAP

HAILEY OFFICE:
16 WEST CROY STREET
SUITE K
POST OFFICE BOX 460
HAILEY, IDAHO 83333
(208) 788-3567

October 21, 1988

RECEIVED

OCT 24 1988

CERTIFIED MAIL

Idaho Department of Water Resources
2148 4th Ave. East
Twin Falls, Idaho 83301
Attn: Jim Stanton

Department of Water Resources
Southern Region Office

RE: Donald H. Graves, trustee for The Donald H.
Graves Living Trust - Snake River Basin Adjudication

Dear Jim:

Enclosed you will find a Notice of Claim To A Water
Right for The Donald H. Graves Living Trust and a check in the
sum of \$25.00 as the filing fee. Also enclosed is an Application
for Permit for The Donald H. Graves Living Trust and a check in
the sum of \$30.00 as the filing fee.

Thank you.

Sincerely yours,

HOGUE, SPECK & AANESTAD

James P. Speck

JPS/rlk
encl.

MICROFILMED

FEB 26 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 1437-12226
Date Received _____
Receipt Number c004008

RECEIVED

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

OCT 24 1989

Department of Water Resources
Southern Region Office

For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

1. Name of Claimant(s): Donald H. Graves, trustee for The Donald H. Graves Living Trust, dated July 1, 1988
Phone: (208) 726-7111
Mailing Address: P.O. Box 2400
Sun Valley, ID 83353
2. Date of Priority: July 17, 1977
3. Source of water supply: (a) Groundwater
which is tributary to: (b)
4. Location of point of diversion is:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>1/4</u>	<u>Lot</u>	<u>County</u>
4N	18E	32	SW	SW			Blaine

Additional points of diversion if any: None.

5. Description of diversion works: Well and pump.
6. Water is claimed for following purposes:

<u>Purpose</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Domestic	January 1	December 31	0.04 cfs

7. Total Quantity Claimed: 0.04 cfs
8. Total consumptive use claimed is de minimus

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FEB 26 1993

9. Non-irrigation uses: Domestic - one (1) household.

10. Place of use:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4</u>	<u>1/4</u>	<u>Use</u>
4N	18E	32	SW	SW	D

11. Place of use is located in Blaine County.

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

13. Describe other water rights used? None.

14. Remarks: Well and home located on Lot 14, Gimlet No. 2 Subdivision, with street address of 101 Deer Run Lane.

15. Basis of Claim: Beneficial use.

IDWR Water Right Number: N/A

Court: Case Number:

Decree Date:

Plaintiff v. 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 not wish to receive and pay a small annual fee for monthly copies of the docket sheet. Number of attachments - none.

[For Organizations] I do solemnly swear or affirm that I am the trustee of the Donald H. Graves Living Trust, dated July 1, 1988, that I have signed the foregoing document in the space below as trustee of said Trust and that the statements contained in the foregoing document are true and correct.

Signature of Trustee:

Donald H. Graves, trustee

Date:

10/19/88

Title of Organization: The Donald H. Graves Living Trust, dated July 1, 1988

State of Idaho)

County of Blaine) ss.

Subscribed and sworn before me this 19th day of October, 1988.

Notary Public [Signature]

Residing at Footlock RD

Commission Expires 1/22/91

Last Name: Graves

Ident No.:

a:\graves.clm

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FEB 26 1993