

.. 1999 APR 26 PM 3: 24

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

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) NOTICE OF COMPLETED
Case No. 39576) ADMINISTRATIVE PROCEEDINGS
)
) Water Right 47-13492

IDWR has completed the following Administrative Proceeding:

-	Change of Address
X	Substitution of Party
-	I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☒ No

Water Right(s): 47-13492

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
4/12/1999

47-13492

PAGE 1

From (Claimant/Seller):

Name of Claimant: DEBBIE HANSEN
Address: 5903 LATIGO
BOISE ID 83301
Phone: (208) 362-0453

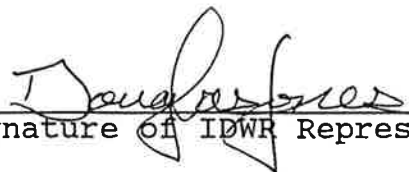
To (Claimant/Purchaser):

Name of Claimant: JAY L LEEDOM
VERA J REAY
Address: 2755 N 3000 E
TWIN FALLS ID 83301
Phone: (208) 655-4153

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 Reports for said water rights. 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 Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 4/22/99



Signature of IDWR Representative

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
4/12/1999

47-13492

PAGE 2

COBY

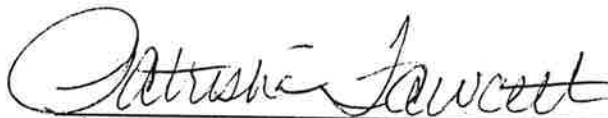
CERTIFICATE OF MAILING

I certify that on 4/26/99 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

DEBBIE HANSEN
5903 LATIGO
BOISE ID 83301
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

JAY L LEEDOM
VERA J REAY
2755 N 3000 E
TWIN FALLS ID 83301
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724



Signature of person or attorney mailing the form

AJ5856NP

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

DATE: APR-20-1999

PAGE: A-1

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 47-13492

NAME & ADDRESS: JAY L LEEDOM
VERA J REAY
2755 N 3000 E
TWIN FALLS ID 83301

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 10/29/1980

POINT OF DIVERSION: T12S R17E S09 SENENE Within TWIN FALLS County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOUSE	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within TWIN FALLS County
T12S R17E S09 NENE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
RP 12S17E090010



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
APR 08 1999
Department of Water Resources
Southern Region

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 12S Range 17 E B M
Section 9, SE 1/4 of NE 1/4 of NE 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: 47-13492
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Debbie Hansen
5903 LATIGO
Boise, Idaho 83301
- ☐ New Owner/Claimant (Purchaser): Jay L. Leedom or Vera J. Reay
- ☐ New Mailing Address: 2755 N 3000 E.
Twin Falls, Idaho 83301
- ☐ New Telephone Number: (208) 685 - 4153
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: _____

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

- ☐ Signature of New Owner/Claimant(s) J. Leedom Date 4-8-99
- ☐ Signature of Former Owner/Claimant(s) Debbie (Hansen) Nelson Date 10-2-98

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: _____ By: _____

Further Action Needed:

Further Action Taken
Date: _____ By: _____

Final Review and Data-Entry
Date: _____ By: _____

Claim Numbers of Split, if any:

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

COPY

RETURN TO: GMAC Mortgage Corp.
100 Witmer Road
Horsham, PA 19044-0963
ATTN: Capital Markets

LOAN NO: 169032109

[Space Above This Line For Recording Data]

State of Idaho

DEED OF TRUST

FHA Case Number

121-172203-6-703

THIS DEED OF TRUST ("Security Instrument") is made on March 30, 1999. The grantor is JAY L. LEEDOM, an unmarried person, and VERA J. REAY, an unmarried person.

("Borrower"). The trustee is TitleFact, Inc.

("Trustee"). The beneficiary is GMAC Mortgage Corporation

which is organized and existing under the laws of Pennsylvania, and whose address is 100 Witmer Road, P.O. Box 963, Horsham, PA 19044

("Lender"). Borrower owes Lender the principal sum of One Hundred Twelve Thousand Eight Hundred Twenty Six and 00/100 Dollars (U.S. \$ 112,826.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Twin Falls County, Idaho:

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

which has the address of 2755 N 3000 East, Twin Falls
Idaho 83301 ("Property Address");
[Zip Code]

[Street, City],

FHA IDAHO DEED OF TRUST - 10/95

GMACM - FMS.0277.ID (9603)

EXHIBIT "A"

Township 12 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 9: A parcel of land more particularly described as follows:

COMMENCING at the Northeast corner of said Section 9;

THENCE South $00^{\circ}44'$ East along the East boundary of Section 9 for a distance of 749.57 feet to the TRUE POINT OF BEGINNING;

THENCE South $89^{\circ}16'$ West for a distance of 622.29 feet;

THENCE South $00^{\circ}44'$ East parallel to the East boundary of Section 9 for a distance of 495.89 feet;

THENCE South $88^{\circ}00'35''$ East for a distance of 622.98 feet to a point on the East boundary of Section 9, said point being North $00^{\circ}44'$ West, 1409.99 feet from the East 1/4 corner of Section 9;

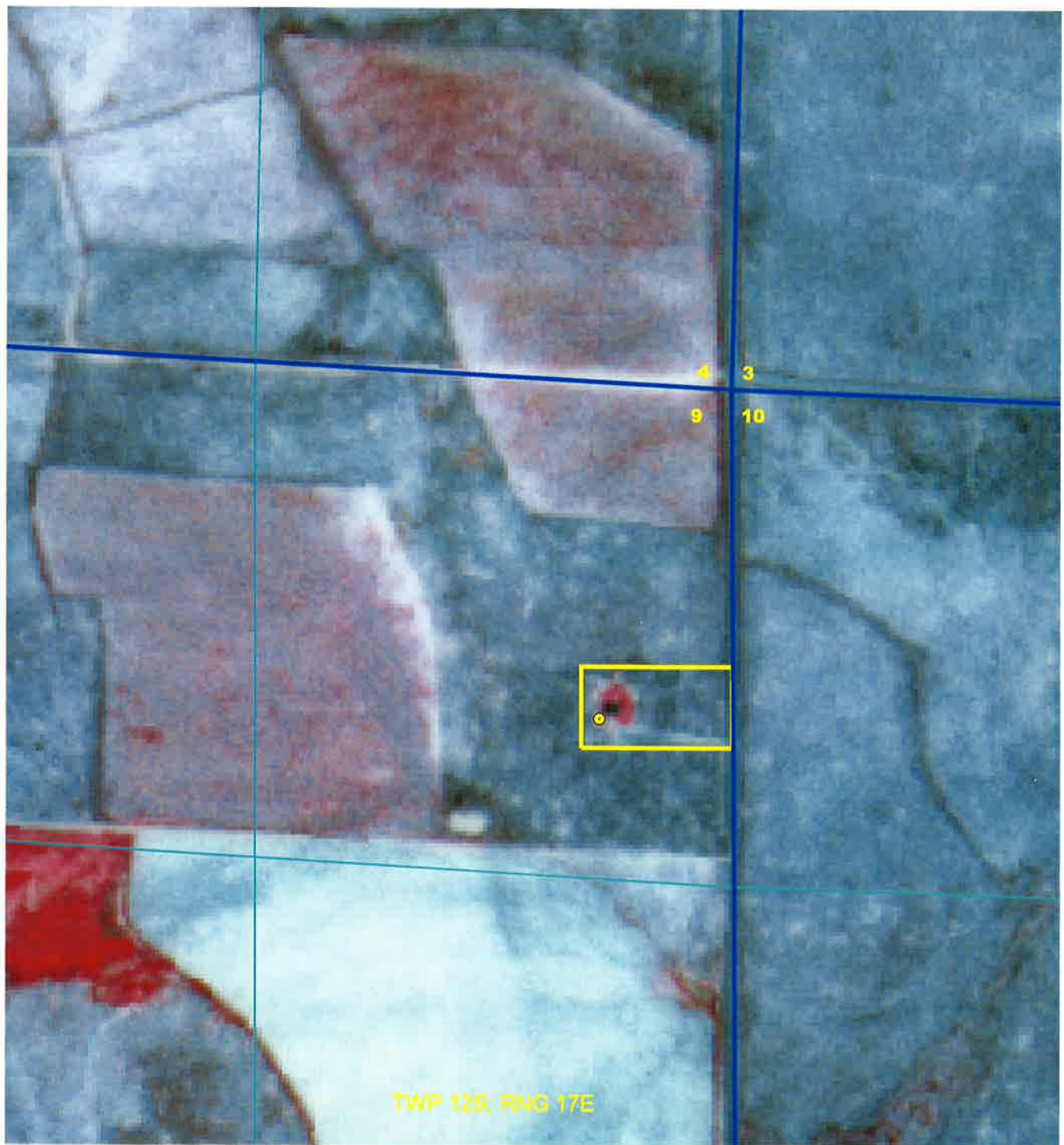
THENCE North $00^{\circ}44'$ West along the East boundary of Section 9 for a distance of 525.49 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO: A 25.0 foot county road right of way along the Easterly boundary thereof. —

J.L.L.

VJR

**PLACE OF USE FOR
47-13492**



0 1320 Feet

-  PLACE OF USE
-  SECTION LINES
-  QUARTER QUARTER LINES
-  POINT OF DIVERSIONS

**DATA ENTRY ON
4-8-99**



**GIS PLACE OF USE PRESENTATION
1987 OR 1988 NAPP PHOTOGRAPHY
DATA ENTRY BY KELLY K CHRISTENSEN**

LETTER OF CLOSING INSTRUCTIONS
TO
TITLEFACT, INC.

42843fc

March 31, 1999

We, the undersigned, hereby instruct **TitleFact, Inc.**, hereinafter referred to as "Closing Agent," when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information:

The parties have entered into a contract for the purchase and sale of subject property entitled Real Estate Purchase and Sale Agreement dated February 25, 1999, hereinafter referred to as the contract. The closing agent is hereby instructed to close the transaction in accordance with the terms of the contract as well as these instructions. HOWEVER, in the event the terms of the Contract and the Terms of these instructions shall conflict, the Terms of these instructions shall control.

Property: 2755 North 3000 East
Twin Falls, Idaho 83301

BUYER: JAY L. LEEDOM, a single man and VERA J. REAY, a single woman

SELLER: LARRY NESBIT AND BERTA DAWN NESBIT, husband and wife

TERMS

Sale Price \$ 113,000.00, payable as follows:
Earnest Money Deposit \$ 500.00 held by Nelson Realty
Loan \$ 112,826.00 from GMAC MORTGAGE CORPORATION, its successors and/or assigns
Cash at Closing \$ 0.00(Plus Costs)

PRORATION DATE: April 1, 1999

CLOSING DATE: April 1, 1999

The closing agent is instructed to prorate all items to be prorated as of above date with the Seller being responsible for all such items to and including the date of proration and the Buyer being responsible for such items from and after said date of proration.

The property taxes for 1999 shall be prorated on the basis of the 1998 taxes assessed in the amount of \$1,187.68. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203 and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of Taxes by the Board of Commissioners," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes may be levied. The parties hereto agree to hold the Closing Agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The Closing Agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS

*The following items shall be paid by: BUYER (B); SELLER (S); DIVIDED EVENLY BETWEEN BUYER AND SELLER UNLESS OTHERWISE STATED (D); or PAID OUTSIDE OF CLOSING (POC):

D Closing Fee
S Title Insurance, Owners Policy
B Title Insurance, Loan Policy
S Real Estate Commission of 3.0% to Gem State Realty
S Real Estate Commission of 3.0% to Nelson Realty

TITLE INSURANCE

Insurer - Lawyers Title Insurance Corporation

(S) std (I) ext coverage owners/purchasers policy Amt. \$113,000.00
(I) std (B) ext coverage loan policy Amt. \$112,826.00

HAZARD INSURANCE

NEW AGENT: Farmers Insurance, Diana Sweet

Paid: \$278.76

492.82

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to Exceptions as No. 1 through 9 as shown in Commitment dated March 15, 1999, their usual printed exceptions, and any documents recorded in connection with this transaction, the closing agent is hereby authorized and instructed to record or file all the closing documents and disburse funds deposited in accordance with the amount shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee and/or title insurance cancellation fee not to exceed one-half of the normal fee for either; and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the Broker's trust account for his disposition herewith, the closing agent shall be entitled to retain as much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

Although Titlefact, Inc., may be required to pay off existing loans, debts, or liens in the process of complying with the contract, Titlefact, Inc., shall not in any way be liable for determining the validity or accuracy of payoff statements secured for this purpose.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of The United States or the State of Idaho, nor any governmental regulations including but not limited to zoning and subdivision ordinances, or Chapter 25, Title 55, Idaho Code, "The Property Condition Disclosure Act".

It is agreed by the parties hereto, that TitleFact, Inc., an Idaho corporation, its officers, employees or escrow agent have provided no advice in connection with or respect to the above laws, ordinances or regulations, and any questions relative to the above should be referred to legal counsel for advice.

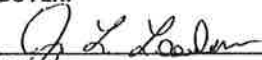
The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

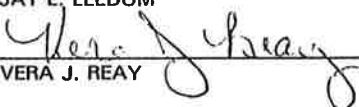
BY EXECUTION OF INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative or advocate of either party.
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights of interests in those documents may differ.
- 3) The GROSS SALES PRICE will be reported by TitleFact, Inc., to the Internal Revenue Service, as required by law.
- 4) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel.
- 5) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent.
- 6) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:

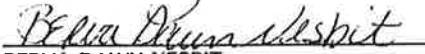


JAY L. LEEDOM


VERA J. REAY

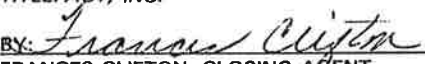
SELLER:



LARRY NESBIT


BERVA DAWN NESBIT

TITLEFACT, INC.



BY: FRANCES CLIFTON, CLOSING AGENT

AJ5856NP

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

DATE: SEP-2-1997
PAGE: A-2815

RIGHT NUMBER: 47-13492

NAME & ADDRESS: DEBBIE HANSEN
5903 LATIGO
BOISE ID 83301

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 10/29/1980

POINT OF DIVERSION: T12S R17E S09 SENENE Within TWIN FALLS County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOUSE	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within TWIN FALLS County
T12S R17E S09 NENE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
RP 12S17E090010

D 4-25-98

Claim proofread by: KT

Date: 9-15

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: A47-13492
Date Received: 2/01/1989
Receipt No: S005219
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DEBBIE HANSEN 208-362-0453
Address: 5903 LATIGO
BOISE, ID 83301
2. Date of Priority: OCT 29, 1980
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
12S	17E	9	SE	NE	NE		TWIN FALLS
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 HOUSE
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	17E	9	NE	NE		DOMEST	
11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: 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 Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED
MAR 14 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 447-13492
Date Received _____
Receipt Number 5005219 SCC

NOTICE OF CLAIM
TO A
WATER RIGHT

RECEIVED

DEC 22 1988

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

Department of Water Resources
Southern Region Office
Please type or print clearly

1. Name of Claimant (s) Debbie Hansen Phone (208) 362-0453
Mailing Address 5903 Katigo Boise Idaho Zip 83709
2. Date of Priority (Only one (1) per claim) 10/29/80
3. Source of water supply (a) Groundwater
which is tributary to (b) _____
4. Location of point of diversion is: Township 12ⁿ Range 17^e BM
Section 09 SE 1/4 of 4^{NE} 1/4 of 5^{NE} 1/4, Govt. Lot _____, B.M.,
County of TF
Additional points of diversion if any: _____
5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. well + pump
6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)
(Both dates are inclusive) (cfs)
For Dom purposes from 1/1 to 12/31 amount .04
For _____ purposes from _____ to _____ amount _____
7. Total quantity claimed .04 (cfs)
8. Total consumptive use claimed is de minimus
9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) D/I house

MICROFILMED

MAR 14 1993

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

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4
122	17	09	7															

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

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

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

14. Remarks: _____

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

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

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) X Debbie Hanse (Chaffin) Date 12-10-88
_____ Date _____

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

of _____ Title _____
Organization _____, that I have signed the foregoing

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

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

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

Subscribed and sworn (or affirmed) before me this 10 day of Dec 19 88

SEAL

Notary Public Lois White

Residing at TF **MICROFILMED**

My Commission Expires 8/94 **MAR 14 1993**

Last Name _____ Ident No. _____ *Copies White-State, Yellow-Claimant*