

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: **A63-05078**
Date Received: 1/ 9/1990
Receipt No: W007477
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: DONALD C AYERS 208-454-1729
Address: 15516 S MONTANA AVE
CALDWELL ID 83607
OR
Name: CAROLEE AYERS 208-454-1729
Address: 15516 S MONTANA AVE
CALDWELL ID 83607
2. Date of Priority: APR 1, 1940
3. Source: WASTE WATER Trib. to: WALTERS BUTTE LATERAL
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	02W	11	NE	SE			CANYON
5. Description of diverting works:
HEADGATE & DITCH, GRAVITY FLOWS
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.120		
7. Total Quantity Appropriated is:
0.120 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	02W	11	NE	SE	IRR	6.0
Section Acres						6.0
Total Acres						6.0

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:
BOISE-KUNA IRRIG.

14. Remarks:
4 CONC. HEADGATES IN DITCH AND CANVAS TYPE DAMS IN P/D NESE.
ADDRESS CHANGED PER CLAIMANT NOTIFICATION. DB 5/15/2000.

15. Basis of Claim: STATUTORY CLAIM

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 15 2000

WATER RESOURCES
WESTERN REGION

CHANGE IN ADDRESS OF NOTICE OF CLAIM

[] Water Right Number(s):

63 27219

Al03-05078

[] Claimant Name(s):

DONALD C. AYERS

CAROLEE AYERS

[] Old Mailing Address:

15516 S. MONTANA AVE.

CALDWELL ID. 83605

[] New Mailing Address:

15516 S. MONTANA AVE.

CALDWELL, ID. 83607

Telephone Number:

(208) 454-1729

[] Signature of Claimant(s):

Donald C. Ayers Carolee Ayers

Date: 5-13-2000

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IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
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Date Received: 1/09/1990
Receipt No: W007477
Received By: Rch

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DONALD C. AYERS
Address: 328 HOLLAND DR.
NAMPA, ID 83651 208-466-0134
OR
Name: CAROLEE AYERS
Address: 328 HOLLAND DR.
NAMPA, ID 83651 208-466-0134
2. Date of Priority: APR 01, 1940
3. Source: WASTE WATER Trib. to: WALTERS BUTTE LATERAL
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	02W	11	NE	SE			CANYON
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8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
NONE

A63-05078

Page 1

Date: 01/09/90

MICROFILMED

AUG 20 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	02W	11	NE	SE		IRR	6.0
Section Acres							6.0
Total Acres							6.0

11. Place of use in counties: CANYON

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

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BOISE-KUNA IRRIG.

14. Remarks:
4 CONC. HEADGATES IN DITCH AND CANVAS TYPE DAMS IN P/D NESE.

15. Basis of Claim: STATUTORY CLAIM

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): Donald C. Byers Date: 1-9-90

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 9th day
of JAN 19 90

Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
My Commission Expires Residing at Boise, Idaho
My Commission Expires December 8, 1994

RECEIVED

AUG 23 2006

Department of Water Resources
Adjudication Bureau

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

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

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

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
	63-5078				

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

Donald C. & Carollee Ayers
15516 S MONTANA AVE, Caldwell 83607

4. New Owner/Claimant(s)

Kelly Sauer

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

1687 Canyon Rd S

City, State and ZIP Code

Melba ID 83641

New Telephone Number

208 495-2038

5. Date you acquired the property

January 1999

SCANNED

AUG 13 2006

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable) _____

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____



Washington Mutual

Loan No. 02-0692-001356734-2
PIONEER TITLE COMPANY OF CANYON COUNTY PN
61725
AFTER RECORDING, MAIL TO:

Washington Mutual Bank fsb
C/O ACS IMAGE SOLUTIONS
19031 33RD AVE WEST - MS116DPWA
LYNNWOOD, WA 98036

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 29, 2001. The grantor is
KELLY SAUREY AND DEBBIE SAUREY, HUSBAND AND WIFE

("Borrower"). The trustee is PIONEER TITLE COMPANY OF CANYON COUNTY, a Idaho corporation
("Trustee"). The beneficiary is Washington Mutual Bank fsb
, which is organized and existing under the laws of USA, and whose address is
1201 Third Avenue Seattle, WA 98101 ("Lender"). Borrower owes Lender the
principal sum of Two Hundred Thirty Thousand & 00/100
Dollars (U.S. \$ 230,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2031. 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 Canyon
County, Idaho:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 1687 CANYON ROAD SOUTH, MELBA
(Street) (City)
Idaho, 83641 ("Property Address");
(Zip Code)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

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

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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

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

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

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

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

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

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs.

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

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

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

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ Other(s) [specify]

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider

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

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

X
 KELLY SAUREY

X Debbie Saurey
 DEBBIE SAUREY

STATE OF IDAHO,

County of Canyon

) ss:

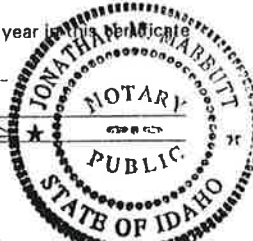
On this 29th day of JANUARY, before me, Jonathan M. A. Abbott, a Notary Public in and for said county and state, personally appeared KELLY SAUREY and DEBBIE SAUREY

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

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

My Commission expires: 4-25-2006

Notary Public residing at: Meridian, ID



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

DATED: _____

By _____

Mail reconveyance to _____

Order No. PN61725

SELLER OR BORROWER AFFIDAVIT

State of Idaho
County of Canyon

Subject Property:

Exhibit "A"

The Northeast Quarter of the Southeast Quarter of Section 11, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho.

Excepting therefrom:

The East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 11, Township 1 South, Range 2 West of the Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of Section 11, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho and running

North 00° 00' 48" West 1,322.48 feet along the Easterly boundary of said Section 11 to the Southeast corner of the Northeast Quarter of the Southeast Quarter, said Section 11; thence

North 00° 00' 27" West 661.51 feet along said Easterly boundary of Section 11 to the Southeast corner of the North half of the Northeast Quarter of the Southeast Quarter, said Section 11, said point being the TRUE POINT OF BEGINNING; thence continuing

North 00° 00' 27" West 661.51 feet along said Easterly boundary of Section 11 to the Northeast corner of the said Northeast Quarter of the Southeast Quarter, said Section 11; thence

North 89° 44' 17" West 40.00 feet along the Northerly boundary of the said Northeast Quarter of the Southeast Quarter of Section 11 to a 5/8 inch iron pin; thence continuing

North 89° 44' 17" West 297.52 feet along said Northerly boundary of the Northeast Quarter of the Southeast Quarter, Section 11 to the Northwest corner of the East half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 11 said point marked by a 5/8 inch iron pin; thence

South 00° 09' 17" West 661.47 feet along the Westerly boundary of the said East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 11 to the Southwest corner thereof; thence

South 89° 43' 55" East 299.39 feet along the Southerly boundary of the North Half of the Northeast Quarter of the Southeast Quarter, said Section 11 a 5/8 inch iron pin; thence continuing

South 89° 43' 55" East 40.00 feet along said Southerly boundary of the North Half of the Northeast Quarter of the Southeast Quarter, Section 11 to the TRUE POINT OF BEGINNING.

SCANNED

AUG 23 2006

The undersigned deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity he/she represents and, if it applies, that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No liens (including State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) have been filed against the affiants at the Secretary of State's Office of the State of Idaho except as noted:

Agency

Approximate Amount

None

2. All labor and material used in the construction of improvements or repairs on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied except as follows:

Laborer or Material Supplier

Approximate Amount owed

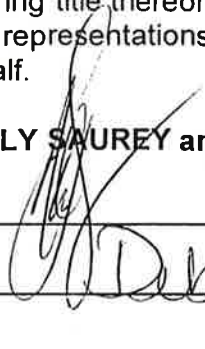
None

3. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance for indigent care has been made in the last 31 days, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

INDEMNITY: I agree to pay on demand to the purchasers/lender and/or First American Title Insurance Company in this transaction, their successors and assigns, all amount secured by any and all liens not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser/lender and/or First American Title Insurance Company in this transaction are relying on the representations contained herein purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

KELLY SAUREY and DEBBIE SAUREY, husband and wife

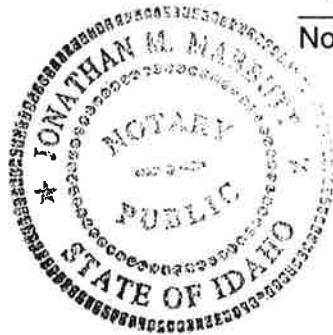


SCANNED

AUG 23 2008

Sworn to and subscribed before me this 29th day of , 2007

Jonathan M. Marsip
Notary Public



SCANNED

AUG 23 2006

63-5078

RECEIVED

OCT 26 2006

Department of Water Resources
Adjudication Bureau

October 18, 2006

Regarding approximate dates of water use for 1545 and 1547 Canyon Road S. in Melba, ID.

My in-laws, Karl and Dorothy Seeger, purchased the 40 acre farm, then route #1 and later changed to 1545 and 1547 Canyon Road S., from a Mr. and Mrs. Workman. Date of that purchase is unknown to me.

The irrigation and diversion ditches were in place in 1950 and water was used constantly. I sold out in 1998.

Donald. C Ayers

Donald C. Ayers

State of Idaho
County of Canyon

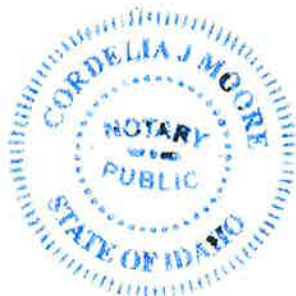
On this 19 day of October, 2006, personally appeared before me, Donald C Ayers whose identity I proved on the basis of Drivers license, Id to be the signer of the above document, and he/she acknowledged that he/she signed it.

Cordeia J Moore
Notary Public

Residing at

My Commission expires

Sept 30, 2012



SCANNED

OCT 30 2006

12/10/2006

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

RECEIVED
DEC 12 2006
DEPARTMENT OF
WATER RESOURCES

RIGHT NUMBER: 63-5078

NAME AND ADDRESS: KELLY SAUREY
1687 CANYON RD S
MELBA ID 83641

SOURCE: WASTE WATER

TRIBUTARY: WALTERS BUTTE LATERAL

QUANTITY: 0.120 CFS

PRIORITY DATE: 04/01/1950

POINT OF

DIVERSION: T01S R02W S11 NESE Within CANYON County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

3/1 11/15

0.120 CFS

PLACE OF USE: IRRIGATION in CANYON County

T01S R02W S11

NESE

6.00

6 ACRES TOTAL

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

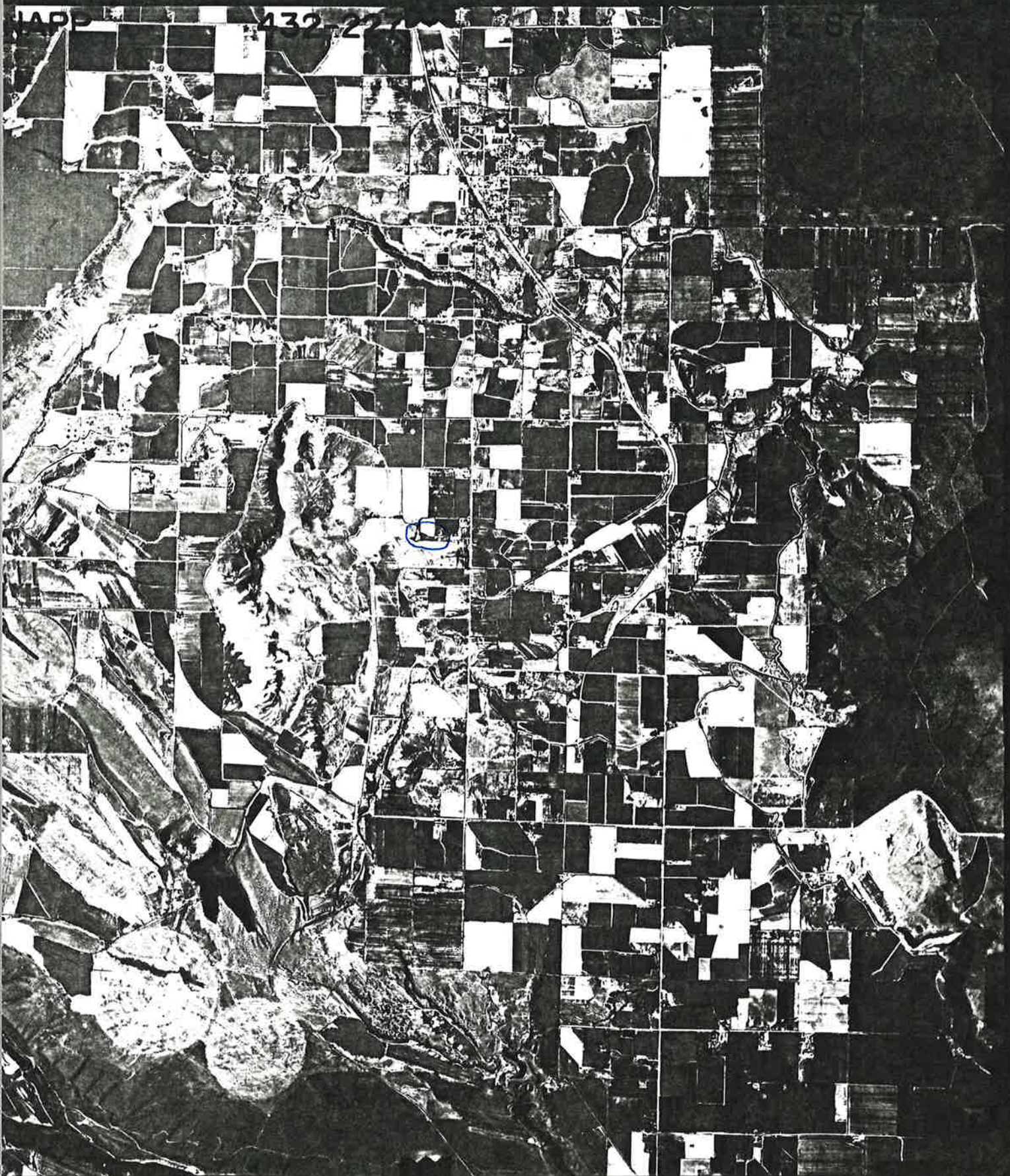
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

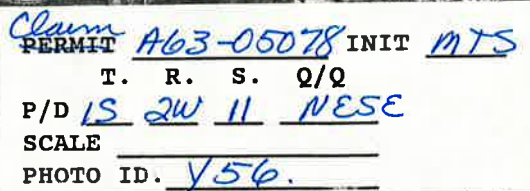
Use of this right is combined with water from Boise-Kuna Irrigation District.

A63-05048 Y56 NE



7.5 MINUTE SERIES (C)

12



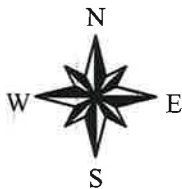
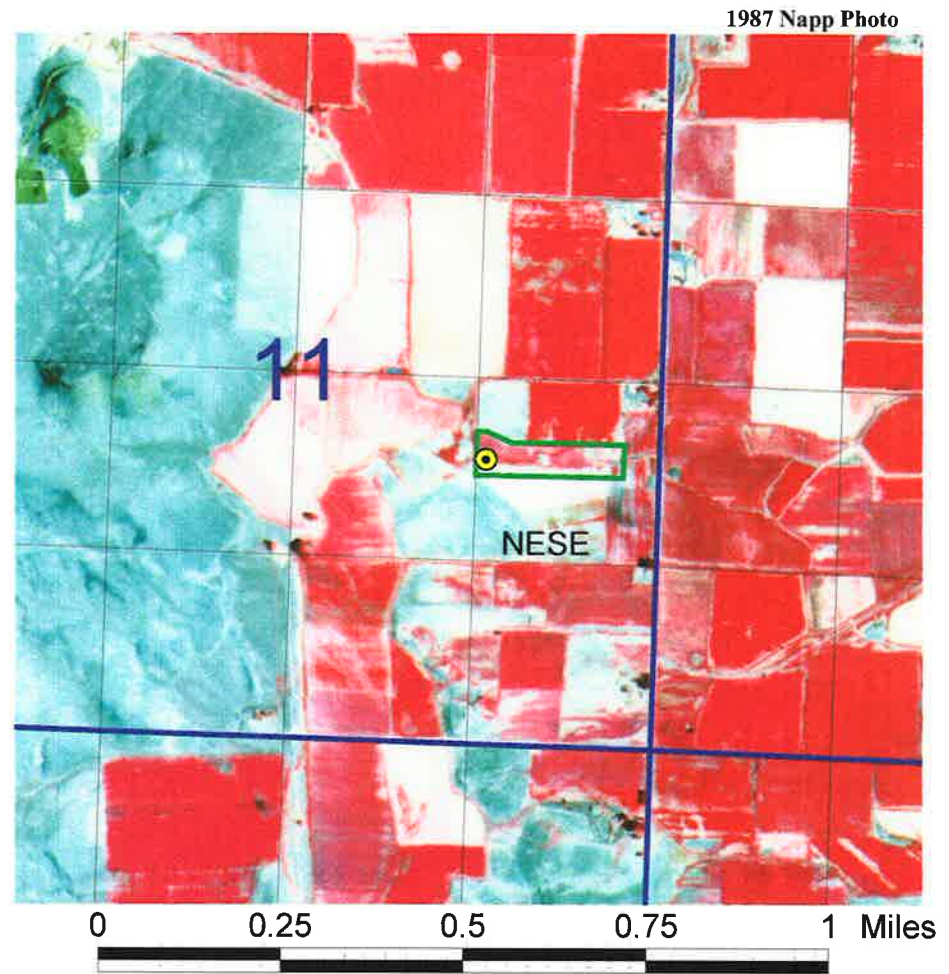
Idaho Department of Water Resources

Claim Number: 63-05078

Legal: T01S, R02W, S11

Reviewed By:

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



IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID #: 63-05078

Date: 1-22-01

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	18	24	11													6				6
GIS																6				6
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Total Claimed Acres: 6

Total GIS Acres: 6

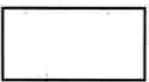
Overlapping POU Claim #'s: _____

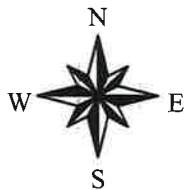
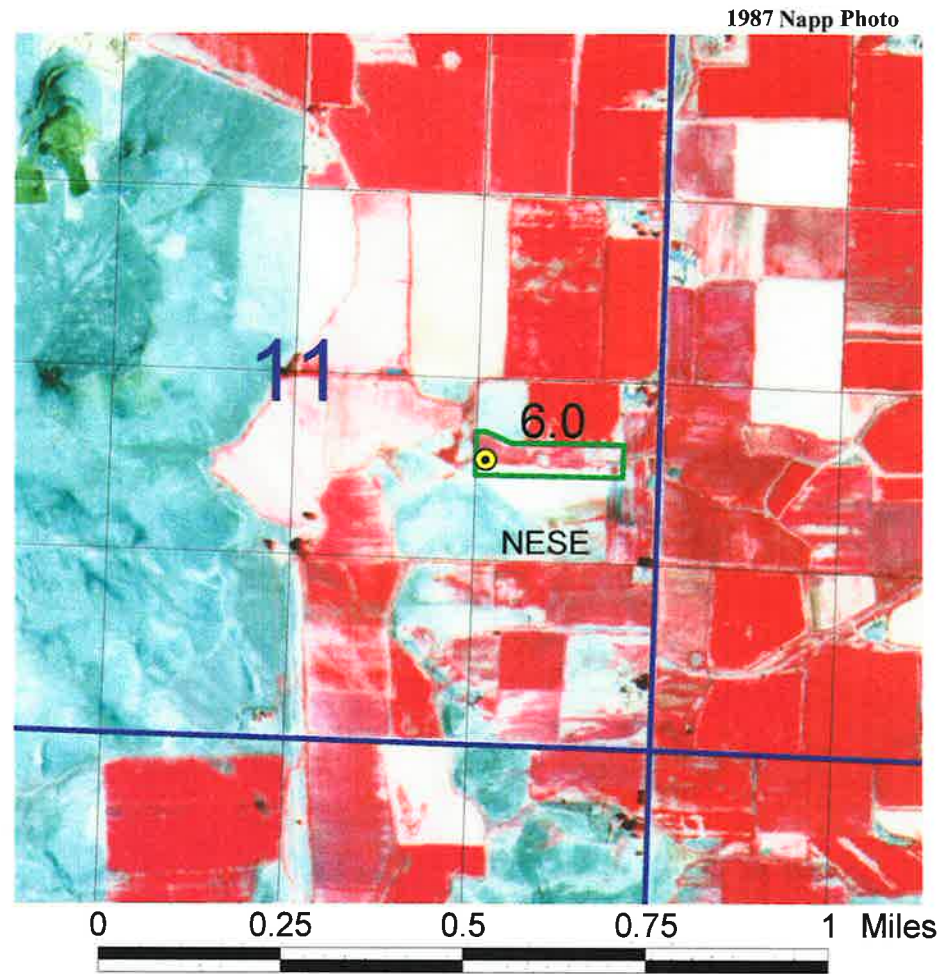
COMMENTS:

really had to stretch this to get 6 ac.

Idaho Department of Water Resources

Claim Number: 63-05078
Legal: T01S, R02W, S11
Reviewed By:

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



AJ5809NP
No. A63-05078

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 11/13/00
PAGE: 103

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	DONALD C AYERS	04/01/1940	IRRIGATION	04-01 11-01	0.120 CFS	
C	CAROLEE AYERS 15516 S MONTANA AVE CALDWELL ID 83607 (208) 454-1729					
TOTAL DIVERSION:					0.120 CFS	

Water Source: WASTE WATER

Tributary to: WALTERS BUTTE LATERAL

Stage: STATUTORY CLAIM

Point(s) of Diversion: T01S R02W S11 NESE

CANYON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
01S	02W	11	:																	:	6.0
																			TOTAL ACRES	6.0	

POU County: CANYON

Non-Irrigation Uses: NONE

Other Rights: BOISE-KUNA IRRIG.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
63-20201 63-20202 A63-20201 A63-20202

Remarks: GEN 4 CONC. HEADGATES IN DITCH AND CANVAS TYPE DAMS IN P/D NESE.
ADDRESS CHANGED PER CLAIMANT NOTIFICATION. DB 5/15/2000.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

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

Audit: 01/09/90 HOWERTON 03/30/95 POST-STD 05/15/00 DBUFFING

Water Right Number - A63-05078

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
AYERS

DONALD C

1 - 328 HOLLAND DR

2 -

3 -

City- NAMPA

State- ID Zip- 83651

Phone - 208-466-0134

AYERS

CAROLEE

1 - 328 HOLLAND DR

2 -

3 -

City- NAMPA

State- ID Zip- 83651

Phone - 208-466-0134

*** O - ORIGINAL OWNER ***
AYERS

DONALD C

1 - RT 1 BOX 96

2 -

3 -

City- MELBA

State- ID Zip- 83641

Phone - 208-000-0000

AYERS

MARGERY M

1 - RT 1 BOX 96

2 -

3 -

City- MELBA

State- ID Zip- 83641

Phone - 208-000-0000

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
04/01/1940 14 WESTERN S - STATUTORY CLAIM+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
WASTE WATER WALTERS BUTTE LATERAL+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Diversion Name
01S 02W 11 NE SE (27) CANYON+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 11/01 0.120+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
0.120 0.0+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
01S 02W 11 NE SE 6.0 01 IRRIGATION (27) CANYON

Total Acres: 6.0

+ - - Diversion Means - HEADGATE & DITCH, GRAVITY FLOWS

Prefix Translation: ADJUDICATION CLAIM

+ - - Non-Irrigation Use - NONE

+ - - Other Rights for Same Use - BOISE-KUNA IRRIG.

+		- Remarks	+
	4 CONC. HEADGATES IN DITCH AND CANVAS TYPE DAMS IN P/D NESE.		

```
+-----+-----+ Old Water Right Numbers -----+
                        No Old Water Right Numbers found.
```

```

+-----+-----+-----+-----+-----+-----+-----+-----+-----+-----+
- Conditions of Approval - - - - -
No Conditions of Approval found.

```

+ - - - Decree Plaintiff - - - +	+ - - - Decree Defendant - - - +	+ - Decree Date - + 00/00/0000
----------------------------------	----------------------------------	-----------------------------------

+ - - Audit Fields - 01/09/90 HOWERTON 03/30/95 POST-STD

+-----+
-Comments-
No Comments Found

+ - - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	-	00/00/0000	Field Inspection Made	-	00/00/0000	Civil Case Number	-	39576
Objection Filed Date	-	00/00/0000	Field Inspection Flag	-		Old Case Number	-	
Response Filed Date	-	00/00/0000	Verified Date	-	00/00/0000	Old Judicial District	-	
Claim Received Date	-	01/09/1990	Last Amended Date	-	00/00/0000	Temporary Right	-	P
Proof Due Date	-	00/00/0000	Proof Made Date	-	00/00/0000	Water District	-	
Licensed Date	-	00/00/0000	Receipt Number	-	W007477	Federal/State Indicator	-	S
Claims Tape Error Flg	-		POU Ownership Flag	-	Y	Presumption Flag	-	
Fee Exempt Flag	-		Name Connector	-	OR	Notice of Error Flag	-	

Water Right Number - 63-05078

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***

AYERS

DONALD C.

1 - RT. 1 BOX 96

2 -

3 -

City- MELBA

State- ID Zip- 83641

Phone -

AYERS

MARGERY M.

1 - RT. 1 BOX 96

2 -

3 -

City- MELBA

State- ID Zip- 83641

Phone -

+ - - Priority Date - - +

04/01/1940

+ - - Region - - - +

14 WESTERN

+ - - Stage - - - +

S - STATUTORY CLAIM

+ - - Status - - - +

+ - - - - Source - - - - - +

WASTE WATER

+ - - - - Tributary - - - - - +

WALTERS BUTTE LATERAL

+ - - - - Point of Diversion - - - - - +

TwN Rng Sec Tract Lot RFlg County Diversion Name Diversion Rate Diversion No.

01S 02W 11 NE SE (27) CANYON

+ - - - - Water Use - - - - - +

Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 04/01 11/01 1.000

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +

1.000

+ - - - - Place of Use - - - - - +

TwN Rng Sec Tract Lot Acres Code Description County

01S 02W 11 NE SE 6.0 01 IRRIGATION (27) CANYON

Total Acres: 6.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +

No Remarks found.

+ - - - - Old Water Right Numbers - - - - - +

No Old Water Right Numbers found.

WR5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

07/06/95 15:59:28
Page 2

Water right number - 63-05078

Prefix Translation: WATER RIGHT

+ - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - Decree Plaintiff - - - +

+ - - - Decree Defendant - - - +

+ - Decree Date - +

00/00/0000

+ - - - - Comments - - - - -
No Comments Found

+ - - Audit Fields - 07/05/83 05/01/88

+ - - - - Water Rights Dates and Flags Area - - - - -

Proof Due Date - 00/00/0000	Field Exam Made - 00/00/0000	Field Exam Fee -
Approved/Denied - 00/00/0000	Protested Date - 00/00/0000	Swan Falls -
Proof Made Date - 00/00/0000	Hearing Date - 00/00/0000	Temporary Right - P
Exam to S.O. Date - 00/00/0000	Verified Date - 00/00/0000	DLE/Carey Act -
Order Show Cause - 00/00/0000	Receipt Number -	Water District -
Licensed Date - 00/00/0000	Appl Received - 00/00/0000	Transfer/Amended -
Decree Date - 00/00/0000	Name Connector -	POU Ownership Flag -
Presumption Flag -		



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

May 16, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

DONALD C AYERS
CAROLEE AYERS
15516 S MONTANA AVE
CALDWELL ID 83607

Re: Notice of Claim to a Water Right No. A63-05078

Dear Claimants:

Enclosed is a copy of the above referenced claim, which reflects your change in address.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

Also note, the zip code has been corrected on water right number 63-27219, which has been decreed by the SRBA Court.

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

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region Office

DB:db

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

July 19, 1995

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Mr. Tom Strain
1547 S. Canyon
Melba ID 83641

Dear Mr. Strain:

We were notified by Donald Ayers that you are the current owner of the property subject to the water right claim they filed in the Snake River Basin Adjudication. Enclosed is a change of ownership form that needs to be completed and returned to transfer ownership of the claim to you. Please complete the form and return it to my attention at the address above. If you can provide us with a copy of proof of ownership (Deed, etc.) we need only your signature on the form. If not then we need both yours and the Ayers signature on the form.

Also enclosed is a copy of a letter mailed to Mr & Mrs Ayers dated July 7, 1995 requesting evidence to proof the priority date they claimed. If you have any questions concerning the information requested in the letter please call me at 208-334-2190.

Sincerely,

A handwritten signature in cursive script that reads "Mel Schulte".

Mel Schulte
ADJUDICATION BUREAU
Department of Water Resources
Western Region Office
(208) 334-2190

Enc.
OwnerA6305078



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 7, 1995

Re: Claim No(s) A63-05078

A63-05078
DONALD C AYERS
CAROLEE AYERS
328 HOLLAND DR
NAMPA

ID 83651

Dear Claimant(s):

In the past, you submitted the above referenced claim(s) in the Snake River Basin Adjudication. Enclosed is a computer generated print-out of the claim(s) for your reference only; this print-out is NOT to be returned or re-filed. You have indicated when this claim was filed that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by the historical use of water for a beneficial 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 claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is under a legal requirement to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water. Any other claims you may have filed, that are not listed above, do not require evidence of priority be submitted at this time.

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. If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the Court for decree. This could jeopardize your water use under this right(s), if water availability problems arise in the future. It is our goal to decree the historical water rights within the Snake River Basin as accurately as possible. Field exams to verify claims in this area are now being conducted by Department personnel. Please contact this office as soon as possible to schedule a field exam appointment convenient for you.

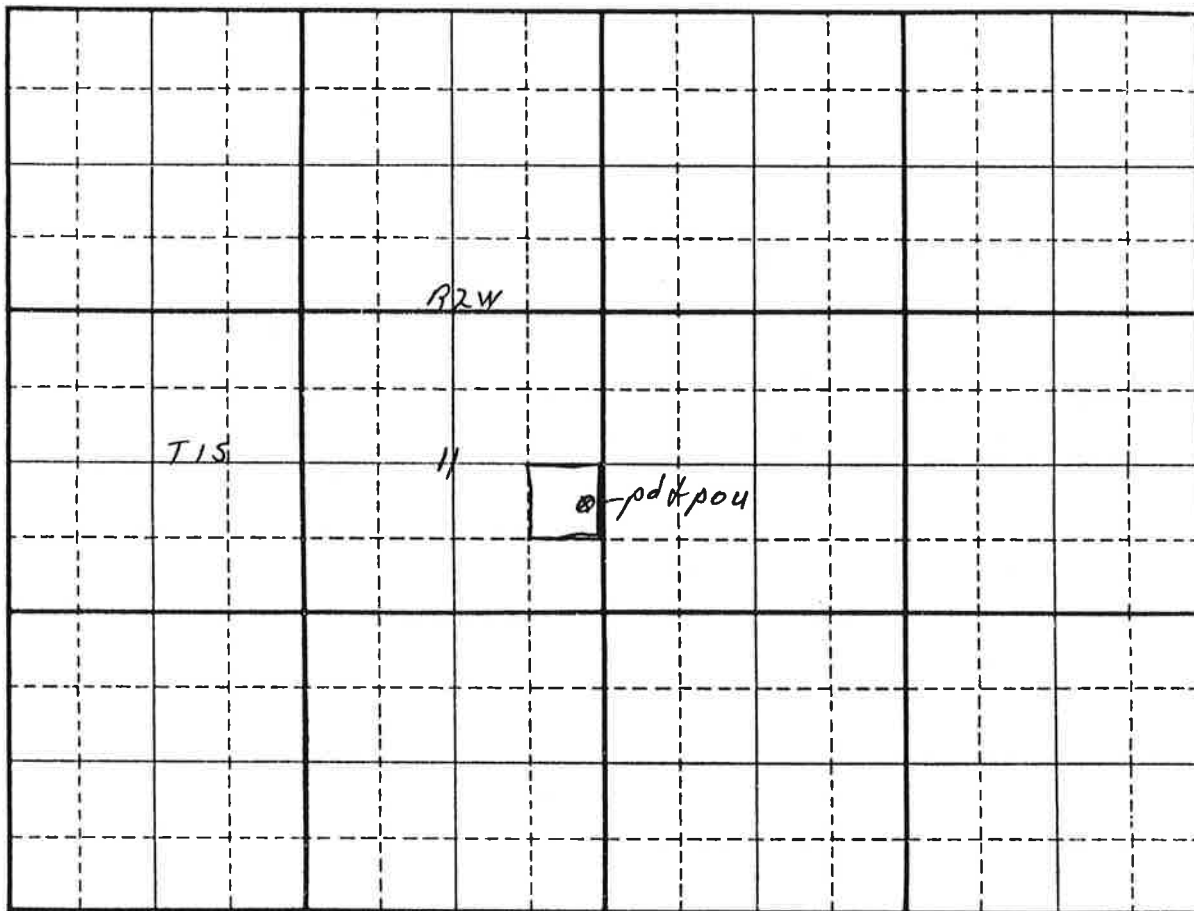
The required evidence supporting the priority date(s) must be submitted by September 1 1995, referencing all documents with the corresponding claim number(s). If you have any questions not covered by this letter, or the enclosed pamphlet, please call the Western Region office shown above.

Adjudication Section
Department of Water Resources
Western Region Office

lh
Enclosures

(7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Ada) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 15 day of June, 1983.

x Donald C. Ayers
(Claimant)

Nancy M. Hathway
Notary Public
Residing at Bose

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by GLS Date 6/15/83 Exception filed by: _____ Date _____
Prelim. check by GLS Date 6/20/83
\$30.00 fee received by GLS Date 6/15/83 # 31030
Published in Idaho Press Tribune
Dates 6/30, 7/7/83

Forwarded to
claimant by: _____