

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

RETURN
TO
SENDER
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BY ORDER 5/10/07

ADDRESS SERVICE
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FIRST CLASS

UNITED STATES POSTAL SERVICE
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000431 0839 NOV 21 2006
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RECEIVED

NOV 24 2006

11:00 AM

NDE
WR # 67-4166

co-claimant is Russell Chastain
He is listed as owner in taxlot
need more work to determine
comment in Quicklook
mub 6/13/2007

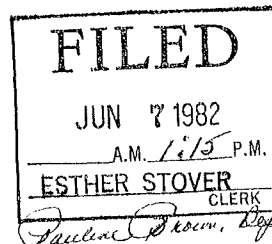
address for Vivian Silva

VIVIAN SILVA
1496 SHAW LN
COUNCIL ID 83642

SCANNED
FEB 27 2007



Lary C. Walker
LARY C. WALKER LAW OFFICE
Post Office Box 828
Weiser, Idaho 83672
(208) 549-0390



IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

* * * * *

GILBERT SHAW,	)	Case No. 2104
	)	
Plaintiff,	)	
	)	
vs.	)	JUDGMENT AND DECREE
	)	
ALVIN YANTIS and	)	
ALDEN WILSON,	)	
	)	
Defendants.	)	

* * * * *

Pursuant to the Order dated the 23rd day of December, 1980, wherein it was orally stipulated in Court on the 1st day of December, 1980, that a certain document entitled Stipulation for Entry of Judgment, a copy of which was filed with the Court, was to be entered by the Court as a final judgment and decree if written signatures were not obtained from the parties within ninety (90) days of the date of such stipulation on the 1st day of December, 1980. The ninety (90) days having passed and the parties having stipulated as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That that certain Stipulation for Entry of Judgment attached hereto marked

1-jw JUDGMENT & DECREE

1 Exhibit "A" and incorporated herein as if set out in full, be
2 entered as the final judgment and decree in this matter in
3 accordance with the terms, conditions and provisions of said
4 Stipulation for Entry of Judgment. That said Stipulation resolves
5 all differences and disputes between the parties hereto and IT IS
6 THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED That the same be
7 made as a final judgment in the above case with the parties being
8 required to comply with all terms and provisions therein
9 provided.

10 DATED This 24th day of May, 1982.

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14 Lloyd C. McClintick
District Judge
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2-jw JUDGMENT & DECREE

Lary C. Walker
WALKER & SANDERS
P.O. Box 828
Weiser, ID 83672
(208) 549-0390

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADAMS

GILBERT SHAW,	)	Case No. 2104
	)	
Plaintiff,	)	
	)	
-vs-	)	STIPULATION FOR ENTRY
	)	OF JUDGMENT
ALVIN YANTIS and	)	
ALDEN WILSON,	)	
	)	
Defendants.	)	

COMES NOW the parties respectively, Gilbert Shaw, Plaintiff,
by and through his attorney, Lary C. Walker, and the Defendants,
Alvin Yantis and Alden Wilson, by and through their attorney,
Phillip H. Gordon, and jointly stipulate to the entry of Judgment
in the captioned action as follows:

1. The Plaintiff agrees to install, at his own expense, a
weir on the ditch which is the subject of the present litigation,
said weir to be installed at a point on the ditch immediately down
stream or below the last turnout of the Defendant Yantis, at a
point which is on the land of the Defendant Yantis. The Plaintiff
agrees that he will contact the Defendant Yantis prior to install-
ation of the said weir and inform him of the anticipated date and
time for installing the said weir and afford the Defendant Yantis
an opportunity to be present at the installation thereof. The
Plaintiff agrees that, in installing the said weir, he will make
every effort not to disturb, injure or damage the said ditch or
any turnouts or laterals therefrom on the land of the Defendant
Yantis.

1 The Defendant Yantis specifically agrees that the Plaintiff,
2 and his heirs, successors and assigns, may come upon such portions
3 of the Yantis property as are necessary to the maintenance of the
4 weir and those portions of the ditch situated downstream and below
5 the weir and on the land of the Defendant Yantis. The Plaintiff
6 agrees that he, and his heirs, successors and assigns, will maintain
7 at his sole expense, the portions of the ditch which are below the
8 weir, whether the same be on the land of the Defendant Yantis or
9 on the Plaintiff's own land.

10 2. The Defendants guarantee that they will attempt, in the
11 exercise of the utmost good faith, to guarantee to the Plaintiff
12 that all water to which he is entitled under the laws of the
13 State of Idaho, reaches his weir. The Defendants agree that
14 they will take no act or acts of an intentional, malicious or
15 spiteful nature to interfere with the flowage of water to the
16 Plaintiff's weir.

17 That the parties hereto understand and agree that the Plaintiff
18 has a decreed water right of five (5) miners inches with a priority
19 of May 1, 1905, and a subsequent flood water right of fifty (50)
20 miners inches under claim of use and pursuant to a claim filed
21 with the Department of Water Administration for flood water.

22 PROVIDED, HOWEVER, that nothing agreed to herein shall be
23 construed to enlarge the Plaintiff's now existing water right,
24 and nothing provided herein shall be construed to hold the Defendants
25 responsible for reduced availability of water due to drought
26 conditions, other acts of God, or reductions in the quantity of
27 water available to the Plaintiff pursuant to a directive of the
28 water master or other responsible parties.

29 It is understood and acknowledged that the ditch, which is the
30 subject of this litigation, is an unlined earth ditch of approximately
31 2½ miles in length, and that the Plaintiff is the last
32 party on the ditch.

2-CS STIP. FOR ENTRY OF JUDGMENT
(Shaw-Yantis/Wilson)

1 3. That, subject to the carrying capacity of the ditch, and
2 the flood water rights of all parties on the ditch, having valid
3 rights in and to the ditch which is the subject of this litigation,
4 each party shall take flood water in pro-rata proportions according
5 to the land that each irrigates out of available flood water.

6 4. That the Plaintiff shall be allowed to, at his option
7 and in his discretion, join and become a member of any ditch
8 company and/or water users' association heretofore formed by the
9 Defendants and/or which may hereafter be formed by them involving
10 the use of the ditch which is the subject of this litigation.
11 It is agreed that all parties who are members of such company or
12 association will abide by the rules thereof and that the Defendants
13 shall take no action as majority water users or stockholders to
14 jeopardize the water rights of any minority water user in said
15 association and further to abide by all laws of the association
16 and the State of Idaho.

17 5. The parties hereto understand that it is the desire of
18 Defendant Yantis to perform all repair and maintenance work on his
19 property above the weir. It is further agreed that Plaintiff will
20 not enter onto Defendant's property above the weir for purposes of
21 maintaining or repairing the ditch without first obtaining written
22 consent from the Defendant Yantis. The parties further understand
23 that Plaintiff Shaw shall repair and perform all maintenance work
24 on the ditch below the weir located on the Yantis property. Any
25 other maintenance or repair work to be done by the Plaintiff Shaw
26 shall be done either individually or as a member of the ditch assoc
27 iation above Yantis' property.

28 6. That, in full satisfaction of any and all of Plaintiff's
29 claims and items of relief prayed for in his Complaint, the Defen-
30 dants will perform twenty-five hours of work on the ditch which is
31 the subject of this litigation with the caterpillar tractor of the
32 Defendant Yantis, such work to be performed at the Defendants'

1 sole expense, and such work to be in addition to and not in lieu
2 of any work which Defendants, or one of them, are required to per-
3 form pursuant to their share as a ditch user or to any duly and
4 lawfully arrived at decision of any ditch company and/or water
5 users association. It is specifically agreed that this twenty-
6 five hours of cat work may be performed, as needed, and that
7 it is not necessary for all such work to be performed, during
8 the calendar year 1979.

9 7. All parties hereto agree to cooperate to their mutual
10 benefit and the use and enjoyment of the ditch which is the subject
11 of this litigation and the water which flows therethrough and the
12 parties additionally agree to make every good faith effort to
13 avoid friction, recrimination, angry words and bad feelings towards
14 one another.

15 8. That the above and foregoing terms represent a full,
16 complete, and satisfactory resolution of all matters and issues
17 raised by all parties in the captioned litigation.

18 9. The parties hereto understand and agree that the Court
19 shall enter an order in conformity with this stipulation which
20 order shall incorporate the terms of this stipulation and shall
21 be binding upon the parties as per the terms and conditions
22 hereof. It is further understood that this stipulation and order
23 shall be recorded in a similar fashion to a deed in Adams County
24 so as to become binding on the parties hereto, their heirs and
25 assigns, and shall pass with the land owned by each of the parties
26 hereto.

27 DATED this _____ day of November, 1979.

28
29 Gilbert Shaw, Plaintiff

Alvin Yantis, Defendant

30
31 Larry C. Walker, Attorney
32 For Plaintiff

Alvin Wilson, Defendant

ORDER FOR JUDGMENT

The Court having read the within and foregoing Stipulation, being fully advised in the premises, and believing that the said stipulation represents a fair, complete and equitable resolution of the differences between the parties and further that it presents a framework for cooperation to the mutual benefit to all parties, does hereby ORDER, ADJUDGE, AND DECREE that a Judgment be entered in accordance with the within and foregoing Stipulation, and that the said Stipulation, and all the terms thereof, be made, and the same hereby are made the terms of the Judgment entered herein.

DATED this 21st day of ^{May} ~~November~~, 1979, ^{82 (PM)}


Judge Lloyd C. McClintick

2009 FEB 19 PM 03:57
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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	)	ORDER SETTING STATUS
	)	CONFERENCE
Case No. 39576	)	
_____	)	SUBCASE NO: 67-04166

Please be advised that Special Master THEODORE R. BOOTH
has set a Status Conference in the above subcase(s)
as follows:

TUESDAY, APRIL 28, 2009 at 11:00 AM (MT)

SRBA
253 - 3RD AVENUE NORTH
TWIN FALLS, ID

Parties may participate by telephone by dialing the number
225-383-1099 and when prompted entering the code 675342.

IT IS SO ORDERED.

Dated: FEBRUARY 19, 2009



THEODORE R. BOOTH
Special Master
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I Certify that a true and correct copy of the ORDER SETTING STATUS CONFERENCE was mailed on FEBRUARY 19, 2009, with sufficient first-class postage to the following:

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

RUSSELL L CHASTAIN
PO BOX 870
COUNCIL, ID 83612
Phone: 208-253-0030

VIVIAN SILVA
1496 SHAW LN
COUNCIL, ID 83612

RUSSELL L CHASTAIN
1496 SHAW LN
PO BOX 870
COUNCIL, ID 83612
Phone: 208-253-0030

10/24/2008

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

RIGHT NUMBER: 67-4166

NAME AND ADDRESS: RUSSELL L CHASTAIN
PO BOX 870
COUNCIL ID 83612

VIVIAN SILVA
1496 SHAW LN
COUNCIL ID 83612

SOURCE: MIDDLE FORK WEISER RIVER

TRIBUTARY: WEISER RIVER

QUANTITY: 0.100 CFS

PRIORITY DATE: 03/15/1942

POINT OF
DIVERSION:

T15N R01W S10 NWNW Within ADAMS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 10/31

0.100 CFS

PLACE OF USE:

IRRIGATION in ADAMS County

T15N R01W S09

NENE

1.00

T15N R01W S10

NWNW

2.70

3.7 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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

66 3-4-09

Russell Chastain

PO Box 870

Council ID

83612

I sent Russell a copy of

Decree, 67-4166 stat claim

67-4071 stat claim

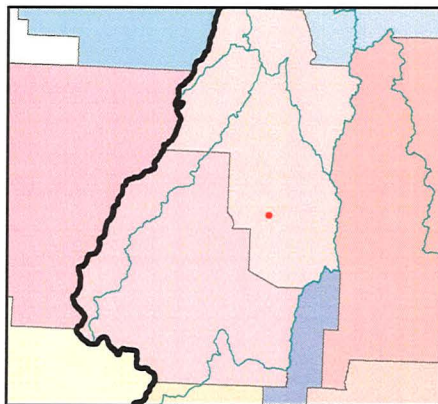


Idaho Department of Water Resources

SRBA Recommendation
67-4166
(IRRIGATION)

Legend

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



Adams County
IDWR Basin 67

Prepared by Craig Saxton
On October 24, 2008
2004 Aerial Photography



0 0.0375 0.075 0.15 Miles

Field Exam Notes

Date: October 14, 2008

To: File 67-4166

From: Craig L. Saxton

Subject: Field Exam for 67-4166

I met with Russell Chastain on 10-2-08 at 10 am. Also with us for part of the exam was Norma J Ratcliff (253-0025) and Alvin Yantis.

According to Ms. Ratcliff, Mr Chastain's home was the Shaws original homestead and the house was built in 1904 or 1905.

Norma J Ratcliff told me that she was 70 years old and that she could remember what is now Mr. Chastain's property being irrigated by flood irrigation when she was just a child...4 to 5 years old. Per her statement, I could support a beneficial use water right on the property dating back to 1942. $(2008-70 \text{ years})+(4 \text{ years})=1942$

What I was told was that the water never could make it to this property through the diversion point that feeds Alvin Yantis' ditch, or the ditch spoke about in the 1982 court case.

Right now, there is only about 3 acres that could be irrigated on the south side of the river which would include Mr. Chastain's property. Mr. Chastain and Norma Ratcliff stated that there was a lot more ground that could have historically been irrigated on the south side of the river because the river has moved. And it was because of the historical location of the river that the POU was described to be in the NWNWNW of section 10.

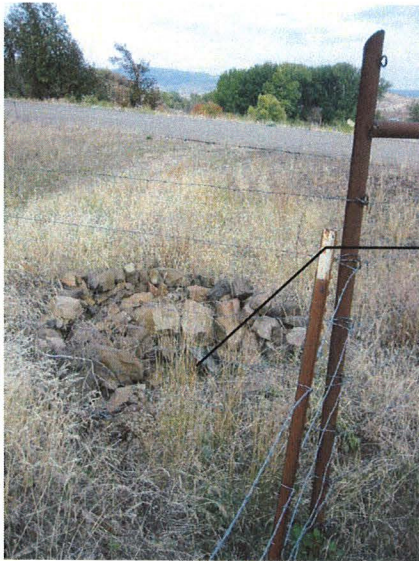
I am not sure when exactly the river moved, but I think it was the result of building the new highway in the 1970's. They argue that there was a POD the diverted water on the south side of the river. That POD was located about half way between the old highway and the new highway. The old highway is about 200 yards east of the new highway. However, Mr. Chastain and Ms. Ratcliff could not show me where the old point of diversion was, and there was no sign of a historical ditch. I am told that the POD and ditch had been covered up or ~~lost~~ through time.

Currently, the only way to irrigate Mr. Chastain's property is by a pump placed in the river. I did not actually see the pump, but I do not question that is how the system works.

Despite that I did not see any evidence that decreed right 67-92 was diverted from a POD on the south side of the river, I would not say that it couldn't have been done in the past.

I did not see anything that showed me that decreed right 67-92 is applicable to Mr. Chastain's property.

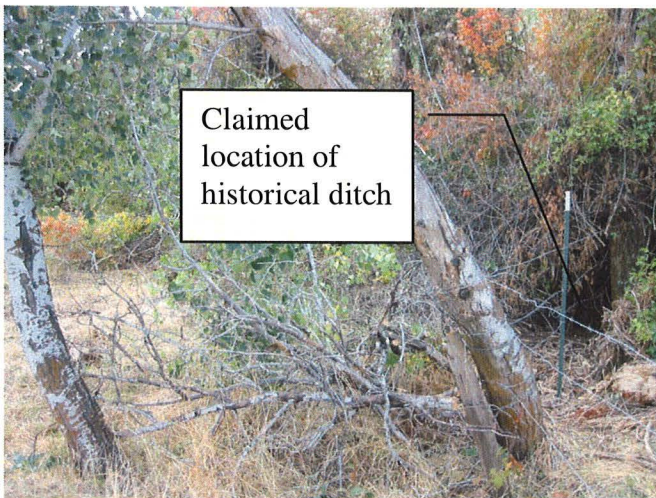
Field Exam: Russell Chastain: 67-4166 (Hutchison: 67-92) 10-2-08



Culvert

10-2-08 (csaxton):

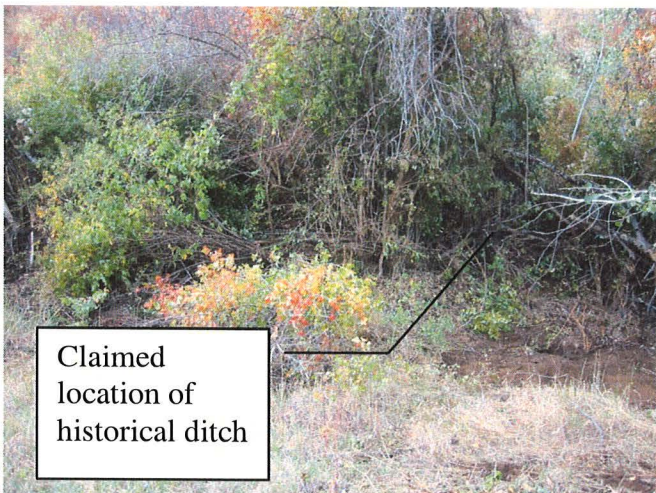
Looking west at a culvert under the old highway that carries water from the west side of Chastain's property to the west side of the road.



Claimed location of historical ditch

10-2-08 (csaxton):

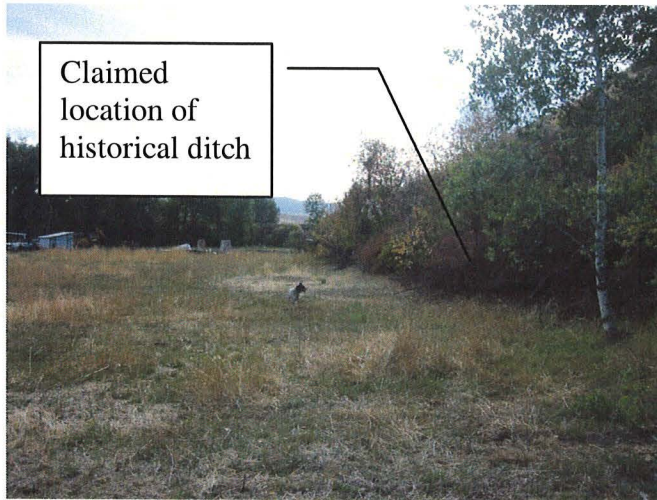
Looking at the south or back of Mr. Chastain's pasture where I am told an old ditch carried water from the river via flood irrigation. This is meant to show that there was a diversion that put decreed water on the south side of the river.



Claimed location of historical ditch

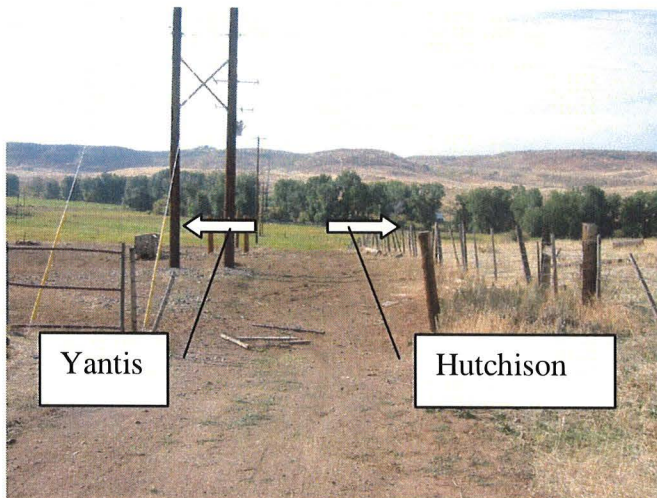
10-2-08 (csaxton):

Looking at the south or back of Mr. Chastain's pasture where I am told an old ditch carried water from the river via flood irrigation. This is meant to show that there was a diversion that put decreed water on the south side of the river. Mr. Chastain said the ditch was filled in.



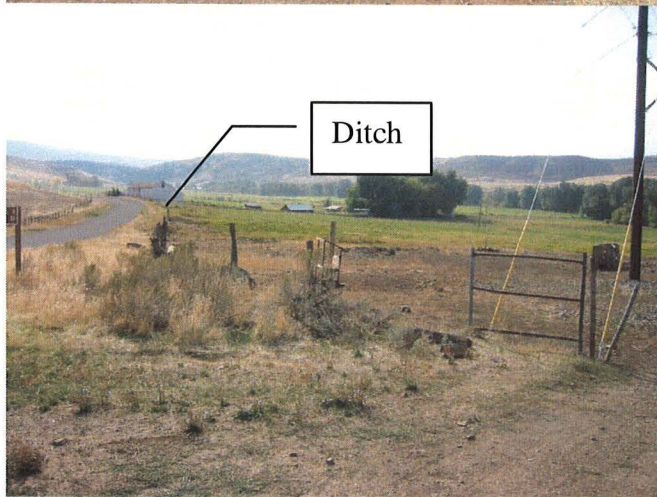
10-2-08 (csaxton):

Looking East toward the Little Weiser River and the claimed historical POD for water right 67-92. Mr. Chastain claims the water flowed in a ditch that ran at the base of the hill to the left of the picture.



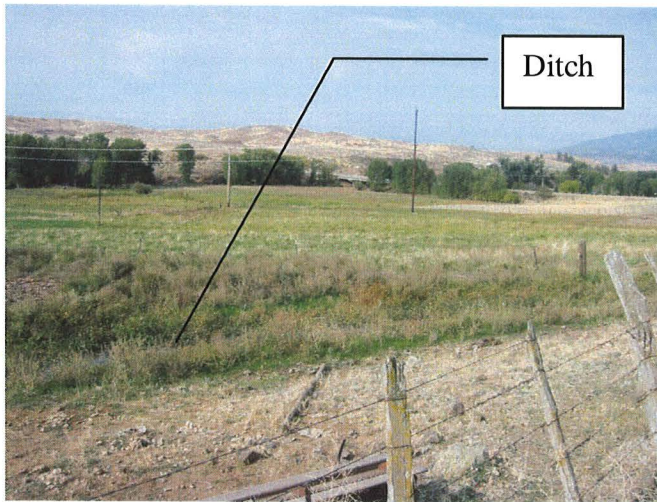
10-2-08 (csaxton):

Looking down at Yantis and Hutchison property. Tree line is the Little Wieser River.



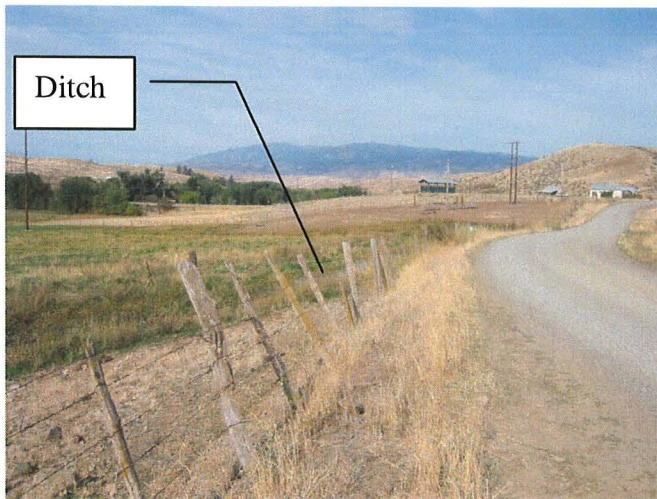
10-2-08 (csaxton):

Standing about at the boundary between Yantis and Hutchison property. Looking East at Yantis property. Ditch runs along the road seen to the left of the picture.



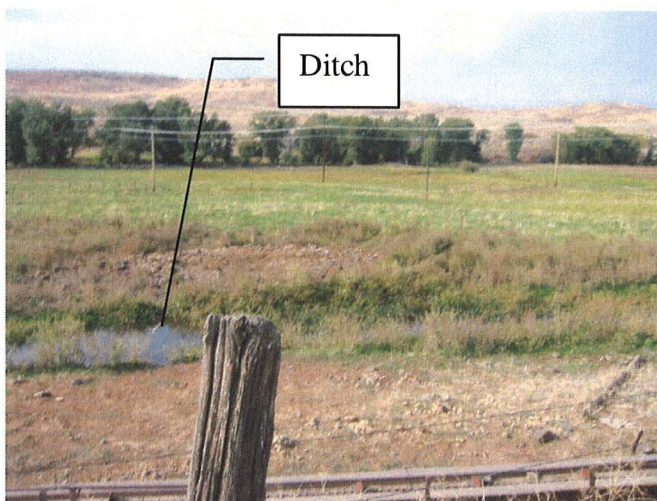
10-2-08 (csaxton):

Looking west at Hutchison ground. According to Alvin Yantis, this ground is irrigated with waste water from his field.



10-2-08 (csaxton):

Standing at the top of Yantis' field looking along what I think to be the old ditch that would flood irrigate the Hutchison ground. Note that the brown hill in the distance is Hutchison property that is not thought to have been historically irrigated and currently is not.



10-2-08 (csaxton):

Looking south a Yantis property that is flood irrigated from the ditch in the foreground. This ditch is thought to have delivered water to Hutchison's ground.

Review Memo

Date: September 25, 2008

To: File 67-4166

From: Craig L. Saxton

Subject: Reviewing Recommendation for 67-4166

On September 23, 2008, I received an amended claim 67-4166 as well as documentation showing that the when decreed right 67-92 was decreed to David Dupree in 1918, the POU for 67-92 was described as the NWNWNW of Section 10, T15N, R1W.

After reviewing the new and old evidence, my conclusion is that Mr. Chastain's water right is not part of 67-92.

POU discussion:

Mr. Chastain submitted a copy of the property description for David Dupree. This property description appears to have come from the Muir v. Allison decree and identifies David Dupree's property as being the NW quarter of the NW quarter of the NW quarter (NWNWNW) of Section 10, T15N, R1W.

- The 1915 deed from Charles Barbour to David Duree describes his property as being the entire NWNW of S.10, excepting a small 3 acre parcel situated in the SENWNW of section 10. Although Mr. Durees deed does not specifically say the parcel is 3 acres, the previous deed from Nancy Barbour to Charles Barbour identifies the 3 acres.
 - So at the time of the decree, Mr. Duree's property contained 37 acres more or less which at this time would have included what is now Ms. Hutchinsons property within the NWNW on the East side of the river.
- Mr. Chastain's property primarily lies in the NWNWNW of Section 10, T15N, R1W. However, part of what appears to be irrigated ground by Mr. Chastain is located in T15N, R1W, S9 NENENE and if the NWNW of section 10 divided into QQQ's or 10 acre tracts, part of Ms. Hutchinson property would fall in the NWNWNW of Section 10 as well.
 - Mr. Chastain and Ms. Hutchinson both appear to claim irrigated ground in the NWNWNW of Section 10.

Analysis:

- The May 5, 1982 judgment over use of a ditch to carry water through Alvin Yantis property to Gilbert Shaws property identified that Mr. Shaw had 5 minors inches with a priority date of May 1, 1905 along with 50 minors inches of flood water.
 - The 5 minors inches with a priority date of May 1, 1905 fit the elements of decreed right 67-92.
 - The 50 minors inches of flood water spoke about in the 1982 judgment appear to be represented in statutory claim 67-4071 filed by Gilbert Shaw in June of 1974.
 - **In 1982, 67-92 was delivered via flood irrigation through the “Yantis” ditch**
- Between 1966 and 1975, the new highway went in and split the Shaw property lying East of the River.
 - When the highway split the Shaw property, it split part of the POU that could have been flood irrigated by the Yantis ditch. Approximately 1 acre is west of the highway and east of the river. In other words, only approx 1 acre of the ground that might have been flood irrigated from the Yantis ditch, could not longer be flood irrigated. (Available aerial photography does not show irrigation on that parcel.)
- In 1984, Erma Shaw, now widowed, sells all property to the West of the new highway to Chitwood.
 - Of the ground sold to Chitwood, the currently claimed POU can not and could not have been flood irrigated from the Yantis ditch as it falls on the west side of the River.
 - Chitwoods deed states that the property includes 0.10 cfs of Little Weiser water, but does not state a priority date or a water right number.
 - However, in 1976, Gilbert Shaw filed statutory claim 67-4166 for 0.10 cfs on 5 acres of ground. The POD was identified as being a pump in the river. The POU is only described to be within the NWNW.
 - In 1989, Chitwood filed an SRBA claim on 67-4166. He did not file for any of the 67-92 decreed water.
 - Chitwood sold to Mansor and Mansor sold to Mr. Chastain.

Summary:

My analysis indicates that 67-4166 was filed for the ground on the East side of the river now owned by Mr. Chastain because that is the ground that would have been irrigated by a pump from the river. There is no need for 67-4166 to have been applicable to the property on the West side of the river because that was being irrigated through the Yantis Ditch with 67-4071 and 67-92.

Because 67-92 was delivered by flood irrigation in 1982, it could not have made it to Mr. Chastains property to irrigate.

The 0.10 cfs described in the Chitwood deed appears to be the 0.10 cfs described in 67-4166.

Date	Grantor	Grantee	Desc		
12/6/1998	Mansor, Arlo & Helen	Chastain, Russell	All NWNW lying West of US HWY 95 S10		
11/6/1991	Chitwood, Calvin & Charlotte	Mansor, Arlo & Helen	All NWNW lying West of US HWY 95 S10		
1/12/1984	Shaw, Erma	Chitwood, Calvin & Charlotte	All NWNW lying West of US HWY 95 S10	With 0.10 CFS	
5/21/1982	Gilbert Shaw identified with 0.10 cfs of 5/1/1905 water (67-92)				
?	New Highway went in Splitting the original parcel.				
7/6/1966	Shaw, John & Essie	Shaw, Gilbert & Erma	NWNW S10 excluding 3 ac parcel in SENWNW and more....		
11/9/1920	Austin, Edward & Catherine	Shaw, John M	NWNW S10 excluding 3 ac parcel in SENWNW and more....		
7/28/1919	Duree, David & Ella	Austin, Edward	NWNW S10 excluding 3 ac parcel in SENWNW		
9/28/1915	Barbour, Charles A	David Duree	NWNW S10 excluding 3 ac parcel in SENWNW		
11/30/1915	Barbour, Nancy	Barbour, Charles A	SENE S9, NWSW S10, SWNW S10, NWNW S10 Excluding 3 ac parcel in SENWNW		
9/28/1906	Shaw, Henry	Barbour, C.A.	NWNW S10 excluding 3 ac parcel in SENWNW		
7/22/1902	Conway, Warne & Charles	Shaw, Henry	40 ac: NWNW S10		
7/22/1902	Conway, Warne & Charles	Shaw, Henry	40 ac: NWNW S10		
4/1/1902	Brewster, John & Martha	New England Mortgage Security Co	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		
9/2/1901	New England Mortgage Security Co	Conway, Warne & Charles	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		
10-5-1895	Brewster, John & Martha	New England Mortgage Security Co	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		
5-3-1895	Arbuckle, Joseph & Margret	Brewster, John & Martha	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		
2/7/1894	State of Idaho	Brewster, John & Martha	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		
1/16/1893	Logan, Daniel & Allie	Arbuckle, Joseph & Margret	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		
4/28/1892	United States of America	Billings, William	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		
9/8/1890	Billings, William	Logan, Daniel & Allie	S1/2SE S4, NENE S9, NWNW S10 : 160 ac		

Conversation Memorandum

Date: September 8, 2008

To: File 67-4166

From: Craig L. Saxton

Re: Conversation Memo

I called Russ Chastain this morning to talk a little about the hearing that was held on Friday 9-5-08 regarding his water right objections.

The hearing was an initial hearing for the objection to 67-92 and also the hearing regarding his motion to file a late objection for 67-4166.

During the hearing the court granted the motion to file a late objection to 67-4166 and encouraged Russ to make an oral motion to file a late amendment for claim 67-4166 and he did. The motion was granted.

I called Russ to talk about a couple of things:

- 1) I told him I would be sending him an amended claim for his review.
- 2) I told him that I did not think he wanted to withdraw his objection to 67-92 because he was, in essence, claiming that water right and if he succeeds in proving that 67-4166 is really all or a portion of 67-92, it will require reduction of the recommended right under 67-92.
- 3) Discussed that he had provided me with a deed trail in 2007 and he did not need to duplicate that research. He said he was going to look at an old water right book. I just didn't want him to go through all the work he already did to find the same stuff I already have.
- 4) I wanted to inform him that I was in the process of re-reviewing the deed packet he sent in 2007 and would let him know the results of what I found.
- 5) Informed him that with the new objection to 67-4166, I felt at a minimum I thought I could change the recommendation for 67-4166 from disallowed to active with a 1966 priority date.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

July 13, 2007

RUSSELL L CHASTAIN
1496 SHAW LN
COUNCIL ID 83612

1/000 - 224
Dec 29th Dec 2007 Rejected

RE: Recommendation of 67-4166

Dear Russ,

Enclosed is the objection form we spoke about on the phone. I thought I would re-cap a little of what we spoke about on the phone.

Why file and Objection:

Even if you do not find anything that supports you pursuing the 1905 decreed water right 67-92, you might want to file an objection to the "disallowed" recommendation of your water right claim. I feel that with the information you submitted, I could support a priority date of July 6, 1966. However, I cannot change the recommendation at this point without going through the objection process.

I wanted to reiterate that if you object and all goes well with changing the recommendation and the court decrees it. You will have a valid decreed "Water Right". I think I might not have explained that fully. That allows you to divert water for beneficial use when water is available.

Below is a summary of my research into ownership of decreed right 67-92 sometimes referred to as the "1905 water". Bullet points in blue italic are shared by both Ms. Hutchison and yourself:

Ms. Hutchison's claim:

Items supporting ownership of decreed right 67-92 (1905 water):

- The water master delivery records show delivery of this right to Ms. Hutchison
- When Ms. Hutchison was using water, I was told it was delivered through the Yantis ditch which appears to be the ditch spoke about in 1982 judgment.
- *The claimed place of use (POU) is within the 40 acre decreed POU described for 67-92.*
- *Chain of title for Ms. Hutchison's current property leads back to Gilbert Shaw which was known to have ownership of 67-92.*

Items NOT supporting ownership of decreed right 67-92 (1905 water):

- When Ms. Hutchinson and Ms. Shaw originally filed SRBA claims, they did not claim the water right as 67-92. She claimed a statutory claim for **the same priority date as 67-92**, but with more diversion rate.

Mr. Chastain's claim:

Items supporting ownership of 67-92:

- Deed trail shows conveyance of 0.10 cfs, which is decreed diversion rate for 67-92.
- 0.10 cfs conveyed in deed does not define if that water is decreed water or flood water (could be good or bad)
- *Claimed place of use (POU) is within the 40 acre decreed POU described for 67-92.*
- *Chain of title for your property leads back to Gilbert Shaw, which was known to have ownership of 67-92.*

Items NOT supporting ownership of 67-92:

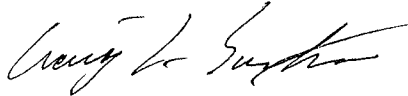
- Water master records do not show delivery of water to Mr. Chastain
- The original statutory claim 67-4166 is for 0.10 cfs as conveyed in the deed from Shaw to Chitwood. Thus could be used to support the argument that the 0.10 cfs spoke about in the deed referred to 67-4166 and not decreed right 67-92.
- The 0.10 cfs conveyed in deed does not define if that water is decreed water or flood water (could be good or bad)
- Chitwood filed the original SRBA claiming 67-4166 with a 1946 priority date, not 1905, thus indicating he was not intending to claim the decreed right 67-92.
- Delivery of water shown on 67-4166 is not through the Yantis ditch spoke about in 1982 judgment. My understanding is at the time of the 1982 judgment, the road separating your property and Ms. Hutchison's property was in place. So when the judgment is speaking of delivery of the 1905 right through a 2.5 mile ditch, it would appear, the 1905 water was not being used on your property.

Take a look at the information and as always, I will be happy to go over any of this stuff with you. I do want to make it clear that I am not the final word on this. You have every right to pursue ownership of 67-92. If you choose to do so, you will need to file an

objection to Ms. Hutchison's SRBA recommendation in addition to your own. Her SRBA claim number you would be objecting to is 67-92.

Please feel free to contact me with any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig L. Saxton". The signature is fluid and cursive, with the first name "Craig" being the most prominent.

Craig L. Saxton
Water Rights Supervisor
Adjudication Bureau

Enclosure(s)

% Margaret Merk- BOX 10
FRUITVALE, IDAHO -83620

WARRANTY DEED

For Value Received, We, JOHN H. SHAW and ESSIE G. SHAW, husband and wife, of Council, Idaho, the grantees, do hereby grant, bargain, sell and convey unto GILBERT W. SHAW and ERNA L. SHAW, husband and wife, of Indian Valley, Idaho, the grantees, the following described premises situate in Adams County, Idaho, to-wit:

Township 15 North, Range 1 West, Boise Meridian:

In Section 9: All that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying East of the east line of the right of way of the North and South (U.S. 95) Highway as the same is now located, upon and across such subdivision.

In Section 10: The NW $\frac{1}{4}$ NW $\frac{1}{4}$ excepting that part lying east of the E. line of the old county road running from Council to Mesa and Indian Valley; and also excepting a tract of land described as commencing on the south boundary line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ where the West boundary line of the County Road leading across Middle Fork of the Weiser River (known as the Council-Indian Valley Road) intersects the boundary line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence West on said south boundary line 3 rods; thence North at right angles 15 rods to a point where the same intersects Middle Fork of the Weiser River; thence East 3 rods; thence South 15 rods to the place of beginning.

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, All that part of the S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the east line of the Old County Road.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: July 6th, 1966.

John H. Shaw

Essie G. Shaw

STATE OF IDAHO)

ss.

County of Adams)

On this 6th day of July, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN H. SHAW and ESSIE G. SHAW, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 6th day of July, 1966.



Fred Muller

Notary Public for Idaho, residing at Council, Idaho.

1966 FOP

INSTRUMENT NO. 53169

WARRANTY DEED

John H. and Essie G. Shaw

to

Gilbert W. and Erma L. Shaw

STATE OF IDAHO

COUNTY OF ADAMS

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

Gilbert Shaw

at 48 minutes past 2

o'clock P.M. this 13th

day of November, 1974

in my office and duly recorded

in Book 30 M of

Deeds on page

273

Esther Stover

Recorder

By Martina Lomen

Deputy

Fee \$ 1.00

THIS INDENTURE, made this Ninth day of November in the year of our Lord
 nineteen hundred and twenty, between EDWARD AUSTIN and CATHERINE R. AUSTIN his wife
 of Council, County of Adams, State of Idaho the parties of the first part, and JOHN H.
 SHAW of Council, County of Adams State of Idaho the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration
 of the sum of THIRTY-FIVE HUNDRED DOLLARS lawful money of the United States of
 America, to them in hand paid by the said party of the second part, the receipt whereof
 is hereby acknowledged, have granted, bargained and sold, and by these presents do
 grant, bargain, sell, convey and confirm unto the said party of the second part, and to
 his heirs, and assigns forever, all the following described real estate, situated in
 Adams County, State of Idaho, to-wit:

The Northwest Quarter of the Northwest Quarter of Section Ten, Township
 Fifteen North Range One West, R.M., except a strip of land bounded as fol-
 lows: Commencing at the S.E. corner of NW 1/4 NW 1/4 Sec. 10, Tp. 15 N. R. 1 W. 1 N.
 running thence North along the East line of said quarter to a point where
 said east line crosses the eastern boundary of the County road running
 from Indian Valley to Council, Idaho, thence in a southeasterly direction
 along the eastern boundary of said road to the point where said boundary
 intersects the southern boundary of said NW 1/4 NW 1/4 Sec. 10, thence east
 along said southern boundary line to place of beginning. Also excepting
 a piece of land three rods by fifteen rods, more particularly described in
 Quit Claim Deed to Charles Barbour, dated September 14th, 1920, also except-
 ing a piece of land for right of way for tramway across above described
 lands deeded to David W. VanHousen and Charles P. Seymour, and more parti-
 cularly described in book 7 of Deeds page 396, Adams County, Idaho.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances
 thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder
 and remainders, rents, issues and profits thereof, and all estate, right, title and in-
 terest in and to the said property as well in law as in equity of the said parties
 of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises
 together with the appurtenances, unto the party of the second part, and to his heirs
 and assigns forever. And the said parties of the first part, and their heirs, the said
 premises in the quiet and peaceable possession of the said party of the second part,
 their heirs and assigns, against the said parties of the first part, and their heirs, and
 against all and every person and persons whomsoever, lawfully claiming or to claim the
 same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
 hands and seals the day and year above written.
 Signed, Sealed and Delivered
 In Presence of -----
 J. R. 23-50 (Sealed)

Edward Austin (SEAL)
 Catherine R. Austin (SEAL)

STATE OF IDAHO)
) ss.
 County of Adams) On this 9th day of November in the year 1920, before me J.A. Carr
 a Notary Public in and for said State, personally appeared Edward Austin and Catherine R.
 Austin known to me to be the persons whose names are subscribed to the within instrument,
 and acknowledged to me that 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.

(SEAL)
 J.A. CARR
 NOTARY PUBLIC
 STATE OF IDAHO

J.A. Carr Notary public,
 residing at Council, Idaho.

Recorded at the request of J.A. Carr at 50 minutes past 3 o'clock P.M., this
 17th day of December A.D. 1920.
 Foss 61-20

Matilda Moser, Ex-Officio Recorder

THIS INDENTURE, Made this twenty eighth day of July in the year of our Lord nineteen hundred and nineteen, between DAVID DUREE AND ELLA DUREE, his wife, of Council, County of Adams, State of Idaho, the parties of the first part, and EDWARD AUSTIN, of Council, County of Adams, State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TWENTY FIVE HUNDRED and NO/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs, and assigns forever, all the following described real estate, situated in Adams County, State of Idaho, to wit:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TEN, TOWNSHIP FIFTEEN, NORTH OF RANGE ONE WEST, B. M. , excepting therefrom THAT PORTION THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:- COMMENCING THEREFOR AT THE SOUTH-EAST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TEN, said TOWNSHIP AND RANGE, RUNNING THENCE NORTH ALONG THE EAST SIDE OF SAID QUARTER TO A POINT WHERE SAID EAST LINE INTERSECTS THE EASTERN BOUNDARY OF THE COUNTY ROAD RUNNING FROM INDIAN VALLEY TO COUNCIL, IDAHO, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE EASTERN BOUNDARY OF SAID ROAD TO A POINT WHERE SAID BOUNDARY LINE OF SAID ROAD INTERSECTS THE SOUTH BOUNDARY LINE OF OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TEN, SAID TOWNSHIP AND RANGE, THENCE EAST ALONG SAID BOUNDARY LINE OF SAID QUARTER TO THE PLACE OF BEGINNING, TOGETHER with all waters, water rights, dams, ditches, flumes and irrigating works of whatever nature, used upon, belonging to or in anywise appertaining to said lands hereby conveyed.

It is understood and agreed that second party assumes a certain mortgage from David Duree and Ella Duree, his wife, to the State of Idaho, bearing date November 16, 1917, for the sum of \$1000.00 due five years after date, interest at 6% per annum.

TOGETHER, With all and singular the tenements, herditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described, premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever. AND the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs, and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have
hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

in the Presence of _____

DAVID DUREE. (SEAL)

ELLA DUREE. (SEAL)

6/18/28

I. R. \$1.50 attached and cancelled

STATE OF IDAHO

COUNTY OF ADAMS

SS

On this day 28th of July, in the year 1919, before me J. A. Carr,
a Notary Public in and for said State, personally appeared David Duree
and Ella Duree, his wife, known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that 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.

SEAL
J. A. Carr
Notary Public
State of Idaho.

J. A. Carr, Notary Public
residing at Council, Idaho.

Recorded at the request of Edward Austin at 4 o'clock P. M.
this 28th day of July A. D. 1919.

Fees \$1.20

Matilda Moser,

Ex-Officio Recorder.

QUIT CLAIM DEED.

THIS INDENTURE, Made this twenty-eighth day of September, in the year of our Lord one thousand nine hundred and fifteen between Nancy M. Barbour, divorcee and unmarried woman, of Council, County of Adams, State of Idaho, the party of the first part and Charles A. Barbour, of Council, County of Adams, State of Idaho, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States of America, to her receipt whereof is hereby acknowledged, in hand paid by the said party of the second part, release and forever QUIT CLAIM, unto the said party of the second part, and to his heirs and assigns, all that certain real estate situate, lying and being in the County of Adams, State of Idaho, bounded and particularly described as follows, to-wit:-

The South-east Quarter of the North-east Quarter of Section Nine (9); the North-west Quarter of the South-west Quarter, the South-west Quarter of the North-west Quarter, and the North-west Quarter of the North-west Quarter of Section Ten, (10), all in Township Fifteen (15) North of Range One (1) West of Boise Meridian, in Idaho; EXCEPTING therefrom a parcel of land being a portion of the said North-west Quarter of the North-west Quarter of said Section Ten, (10) said Township and range, bounded and described as follows, to-wit:- Commencing therefor at the South-east Corner of the said North-west Quarter of the North-west Quarter of said Section Ten, (10), said Township and range, running thence North along the East line of said Quarter to a point where said East line intersects the eastern boundary of the county road running from Indian Valley to Council, Idaho, thence in a south-westerly direction along the eastern boundary line of said road, to a point where said boundary line of said road intersects the South boundary line of North-west Quarter of the North-west Quarter of said Section Ten (10), said Township and range, thence East along said South Boundary line to the point and place of beginning; there also being conveyed hereby together with said land, all waters, water-rights, dams, ditches, flumes and irrigating works of whatever nature, used upon, connected with or in any wise appertaining to said lands hereby conveyed,

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

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal, the day and year first above written.

Nancy M. Barbour (SEAL)

State of Idaho)
(ss.
County of Canyon)

On this 30th day of September, 1915, before me, the undersigned, a Notary Public in and for the said County and State personally appeared Nancy M. Barbour, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate written.

(SEAL)
Martin O. Luther
Notary Public
Canyon County, Idaho.

Martin O. Luther

Notary Public

Residing at Payette, Idaho.

I. R. \$1.00 Can.

Recorded at the request of C. A. Barbour at 45 minutes past 2 o'clock P. M.,
this 6th day of Oct., A. D. 1915.

Fees, \$1.40

C. W. Holmes Ex-Officio Recorder

5 pg 84485

INSTRUMENT NO. 4740.

WARRANTY DEED.

THIS INDENTURE, Made this 27th day of September, in the year of our Lord one thousand nine hundred and fifteen between Charles A. Barbour, also known as C. A. Barbour, divorced and unmarried man, of Council, County of Adams, State of Idaho, the party of the first part, and DAVID BUREN of Council, County of Adams, State of Idaho, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWENTY-FIVE HUNDRED DOLLARS, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all the following described real estate situated in the County of Adams, State of Idaho, and described as follows, to-wit:-

The North-west Quarter of the North-west Quarter of Section Ten (10), Township Fifteen (15) North of Range One (1) West of Boise Meridian; EXCEPTING THEREFROM, that portion thereof bounded and described as follows,- Commencing therefor at the South-east corner of the said North-west Quarter of the North-west Quarter of said Section Ten (10) said Township and range, running thence North along the East side of said Quarter to a point where said East line intersects the Eastern boundary of the County Road running from Indian Valley to Council, Idaho, thence in a South-westerly direction along the Eastern boundary of said road to a point where said boundary line of said road intersects the South Boundary line of said North-west Quarter of the North-west Quarter of said Section Ten (10), said Township and Range, thence East along said South boundary line of said Quarter to the place of beginning. Together with all waters, water-rights, dams, ditches, flumes, and irrigating works of whatever nature used upon, belonging to or in anywise appertaining to the said lands hereby conveyed,

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversions, remainder and remainders, rents, issues and profits thereof, and all the right, title and interest in and to said property, as well in law as in equity, of the said party of the first part,

This conveyance is made subject to one certain mortgage on said premises for the sum of Six Hundred Dollars, (\$600.00) held by Emily A. Bramblee, dated April 20th, 1914, due five years after date, with interest at ten per cent. per annum, and also subject to the taxes on said premises for the year 1915, which said mortgage and its interest and said taxes the said party of the second part hereby assumes and agrees to pay.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT and by these premises forever DEFEND, except as against the said mortgage and interest thereon and taxes hereinbefore mentioned.

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

I. R. \$2.00 Canceled.

Charles A. Barbour (SEAL)

State of Idaho)
) ss.
County of Adams)

On this 6th day of October, 1915, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Charles A. Barbour, also known as C. A. Barbour, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate written.

(SEAL)
P. A. McCallum
Notary Public
Adams County, Idaho.

P. A. McCallum
Notary Public
Residing at Council, Idaho.

Recorded at the request of Dave Durea at 47 minutes past 2 o'clock P. M., this 6th day of Oct., A. D. 1915.

Fees, \$1.40

C. W. Holmes Ex-Officio Recorder

W. M. C.

This Indenture, made this 21st day of September in the year of our Lord, One Thousand Nine Hundred and Six, between Henry Shaw a widower of Council, County of Washington, State of Idaho, the party of the first part and C. A. Barbour of Council, County of Washington, State of Idaho, the party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Six Hundred Dollars (\$600.00) lawful money of the United States, of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all the following described real estate situate in the County of Washington, State of Idaho to wit:

The North West Quarter of the North West Quarter of Section Ten (10) Township Fifteen (15) North, of Range One (1) West B. M. containing forty acres (40) less a strip off the same heretofore deeded by the grantor herein to George Shaw on the 26th day of May 1906 which strip is bounded and described as follows to wit:

Commencing for the same at the south east corner of the North West Quarter of the North West Quarter of Section Ten(10) Township Fifteen (15) North of Range One (1) West B. M. running thence north along the east line of said quarter to the point where said east line crosses the eastern boundary of the County road running from Indian Valley to Council Idaho, thence in a south westerly direction along the eastern boundary of of said road to the point where said boundary line intersects the southern boundary of said North West Quarter of the North West Quarter of Section Ten (10), thence east along said southern boundary line to the place of beginning, containing three (3) acres more or less; also all waters, water rights, dams, ditches, flumes and irrigating works of whatever nature used upon, belonging to or appurtenant to said lands.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right title and interest in and to the said property as well in law as in equity of the said party of the first part.

To Have and to Hold all and singular the above mentioned and describe premises, together with the appurtenances unto the party of the second part and to his heirs and assigns forever.

And the said party of the first part and his heirs the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part and his heirs and against all and every person and person whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered

Henry Shaw (Seal)

In the presence of

A. L. Freehafer

State of Idaho)
County of Washington) ss

On this 21st day of September in the year 1906 before me A. L. Freehafer a Notary Public in and for said County, personally appeared Henry Shaw a widower known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same,

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

(Notarial)
(Seal)

A. L. Freehafer

Notary Public

My commission expires July 4, 1908.

Filed for record at request of A. L. Freehafer at 2:30, o'clock P. M. September 28, 1906.

Frank E. Smith

Ex Officio Recorder

3 ac Exception

THIS DEED OF BARGAIN AND SALE made and Executed this 31st day of August 1901
by and between Charles W Conway, and Warren H Conway, of the County of Washington, and the
State of Idaho, parties of the first part, and Henry Shaw, of the County of Washington and
the State of Idaho, party of the second part,

WITNESSETH That the said party of the first part, for and in consideration of the
sum of One Hundred and Fifty Dollars, in hand paid by the said party of the second part, the
receipt whereof is hereby acknowledged, has granted, and sold and by these presents grant,
bargain, sell, convey and confirm unto the said party of the second part and his heirs and
assigns forever, the real estate in the County of Washington and State of Idaho, described
as follows, to-wit:-

The North west quarter of the North west quarter of Section Ten (10) Township
Fifteen (15) North of Range One (1) West of the Boise Meridian and containing Forty (40)
acres, more or less, the intention being to convey hereby an absolute title in fee to said
real estate.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances there-
to belonging, unto the said second party, his heirs and assigns forever; the said Charles W
Conway and Warren H Conway, hereby covenanting for themselves and their successors and as -
signs, that the above described premises are free from any incumbrances; that they have full
right and power and authority to sell the same and that they will warrant and defend the
title unto the said second party, his heirs and assigns, against the claims of all persons
whomsoever lawfully claiming the same, excepting taxes of 1901 and subsequent years.

IN WITNESS WHEREOF the said parties of the first part has hereinto set their hands
and seals the day and year first above written.

Witnesses:

E B Conway

Charles W Conway (Seal)

H Frank Hubbard

Warren H Conway (Seal)

State of Idaho)
County of Washington) ss

On this 31st day of August 1901 before me H Frank Hubbard, a Notary Public in and
for said County, came Charles W Conway, and Warren H Conway, to me personally known to be
the identical persons who executed the foregoing deed, and who, being by me duly sworn, and
they acknowledged to me that 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:

H Frank Hubbard

(S E A L)

Notary Public

Filed at request of Henry Shaw at 9 o'clock A M this 22nd day of July A D 1902

Fees \$1.25

I F Smith, Ex Officio Recorder

(Deeds 12-231)

THIS INDENTURE made and executed this 24 day of Oct A D 1901 by and between John F F Brewster and Martha C Brewster his wife, of the County of Suffolk, and State of Massachusetts, parties of the first part, and the New England Mortgage Security Company of the County of Windham, and State of Connecticut, party of the second part, Witnesseth:

That the said parties of the first part for and in consideration of the sum of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, do forever quit claim unto the said party of the second part and its successors and assigns all their interest, claim or demand in and to the following described real estate situated in the County of Washington and State of Idaho, to-wit:-

The South half of the South East quarter of Section Four (4) and the North East quarter of the North east quarter of Section Nine (9) and the North west quarter of the North west quarter of Section Ten (10) all in Township Fifteen (15) North of Range ^{One} (1) West of the Boise Meridian, together with all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises and privileges upon, leading to connected with or usually had or enjoyed in connection with said premises and every part and parcel thereof, containing one hundred and sixty (160) acres more or less according to the United States Government Survey.

TO HAVE AND TO HOLD THE SAME, With all the appurtenances thereto belonging, unto the said party of the second part and its successors and assigns forever.

And the said Martha C Brewster hereby relinquishes all her right of dower in and to the above described premises.

This deed is made to correct an error which exists in the acknowledgment of a former deed made by the parties of the first part to the party of the second part ^{and} dated October 5th, 1895

IN TESTIMONY WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written

Witnesses:
Minnie Harron
Joseph E Mooney

John F F Brewster
Martha C Brewster

State of Massachusetts } ss
Suffolk County

On this 25th day of October in the year Nineteen Hundred and One, before me, Joseph E Mooney, a Notary Public in and for said County, personally appeared John F F Brewster known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same; and on this 25th day of October in the year nineteen hundred and one, before me, the officer above described, personally appeared Martha C Brewster, known to me to be the person whose name is subscribed to the within instrument, described as a married woman and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me, that she executed the same and that she does not wish to retract such execution.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(S E A L)

Joseph E Mooney, Notary Public

Filed April 1st 1902 at 9 o'clock A M This 1st day of April A D at request of New England Mortgage Security Company.

Fees \$1.25

I F Smith, Ex-Officio Recorder

(Deeds 12-37)

THIS DEED OF BARGAIN AND SALE made and Executed this 31st day of August 1901 by and between Charles W Conway, and Warren H Conway, of the County of Washington, and the State of Idaho, parties of the first part, and Henry Shaw, of the County of Washington and the State of Idaho, party of the second part,

WITNESSETH That the said party of the first part, for and in consideration of the sum of One Hundred and Fifty Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, and sold and by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and his heirs and assigns forever, the real estate in the County of Washington and State of Idaho, described as follows, to-wit:-

The North west quarter of the North west quarter of Section Ten (10) Township Fifteen (15) North of Range One (1) West of the Boise Meridian and containing Forty (40) acres, more or less, the intention being to convey hereby an absolute title in fee to said real estate.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances there to belonging, unto the said second party, his heirs and assigns forever; the said Charles W Conway and Warren H Conway, hereby covenanting for themselves and their successors and assigns, that the above described premises are free from any incumbrances; that they have full right and power and authority to sell the same and that they will warrant and defend the title unto the said second party, his heirs and assigns, against the claims of all persons whomsoever lawfully claiming the same, excepting taxes of 1901 and subsequent years.

IN WITNESS WHEREOF the said parties of the first part has hereinto set their hands and seals the day and year first above written.

Witnesses:

E B Conway

Charles W Conway (Seal)

H Frank Hubbard

Warren H Conway (Seal)

State of Idaho)
County of Washington) ss

On this 31st day of August 1901 before me H Frank Hubbard, a Notary Public in and for said County, came Charles W Conway, and Warren H Conway, to me personally known to be the identical persons who executed the foregoing deed, and who, being by me duly sworn, and they acknowledged to me that 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:

H Frank Hubbard

(S E A L)

Notary Public

Filed at request of Henry Shaw at 9 o'clock A M this 22nd day of July A D 1902

Fees \$1.25

I F Smith, Ex Officio Recorder

(Deeds 12-231)

THIS DEED OF BARGAIN AND SALE made and executed the 15th day of June A. D. 1901, between the New England Mortgage Security of the County of Windham, State of Connecticut, party of the first part, and Charles W. Conway, and Warren^HA Conway, of the County of Washington, State of Idaho, the parties of the second part.

WITNESSETH that the said party of the first part for and in consideration of the sum of Four Hundred Dollars, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, and sold, and by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part and to their heirs and assigns forever the real estate in the County of Washington and State of Idaho, described as follows, to-wit:

The South half of the South east quarter of Section Four and the North east quarter of the North east quarter of Section nine and the North west quarter of the North west quarter of Section Ten, Township fifteen North of range One West of the Boise Meridian and containing one hundred and sixty acres more or less, together with all water rights appertaining.

The intention being to convey hereby an absolute title in fee to said real estate.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances, thereto belonging, unto the said second parties their heirs and assigns forever. The said New England Mortgage Security Company, hereby covenanting for its self and its successors and assigns, that the above described premises are free from any encumbrance; and has full right power and authority to sell the same; and that it will warrant and defend the title unto the said party of the second part, their heirs and assigns, against the claims of all persons whomsoever lawfully claiming or to claim the same, excepting taxes of 1899 and subsequent years.

IN WITNESS WHEREOF the said party of the first part has hereunto set its hand and affixed its corporate seal the day and year first above written.

Witnesses: A N Henn)
Herbert P Dodge) (SEAL) THE NEW ENGLAND MORTGAGE SECURITY COMPANY
By W. G. Bosworth, President.

State of New York,)
New York County) I. R. 50 cts cancelled

On this 15th day of June, 1901, before me, M. L. Seamans, a Notary Public in and for said County, came the New England Mortgage Security Company, by W G Bosworth, its President, to me personally known to be the identical person who executed the foregoing deed, and who, being by me duly sworn, did say that he is the President of the New England Mortgage Security Company and that the seal attached to the above deed is the corporate seal of said Company and that said deed was signed and sealed in behalf of said Company, under the authority conferred upon him by its Board of Directors, and said W G Bosworth acknowledged the execution of the deed to be the voluntary act and deed of said corporation by him voluntarily done and executed for the purposes therein mentioned.

WITNESS my hand and official seal the 15th day of June 1901

(S E A L)

M. L. Seamans,
Notary Public, Kings County.
Certificate filed in New York County.

Filed at the request of Chas W Conway this 2nd day of September 1901 at 9 o'clock A.M.

Fees \$1.45

I, F. Smith

Recorder

(Deeds 11-342)

This Indenture, made and executed this 5th day of October A. D. 1895 by and between John F. F. Brewster and Martha C. Brewster his wife of the County of Suffolk and State of Massachusetts, parties of the first part and The New England Mortgage Security Company, of the County of Windham and State of Connecticut, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar & other valuable considerations the receipt whereof is hereby acknowledged do forever quit claim unto the said party of the second part and its successors and assigns all their interest, claim or demand in and to the following described real estate, situated in the County of Washington and State of Idaho, to wit:

The South Half of the South East Quarter of Section Four (4) & the North East Quarter of the North East of Section Nine (9) and the North West Quarter of the of the North West Quarter of Section Ten (10) all in Township Fifteen (15) North Range One (1) West of the Boise Meridian, together with all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises & privileges upon, leading to, connected with or usually had and enjoyed in connection with said premises & and every part and parcel thereof, containing one hundred & sixty (160) acres more or less according to the United States Government Survey.

To Have and to Hold the Same, with all the appurtenances thereto belonging unto the said party of the second part and its successors and assigns forever.

And the said Martha C. Brewster hereby relinquishes all her right of dower in the above described premises.

In Testimony Whereof the said parties of the first part have hereunto set their hand _ the day and year first above written.

Witnesses

Herbert B. Dodge

Herbert R. Coe

John F. F. Brewster ()

Martha C. Brewster ()

State of Massachusetts }
Suffolk County } ss

Be it remembered that on the 5th day of October A. D. 1895 before the undersigned a Notary Public in and for said County, personally appeared John F. F. Brewster & Martha C. Brewster his wife to me personally known to be the identical persons whose names are subscribed to the foregoing deed as grators and acknowledged the instrument to be their voluntary act and deed and that the executed the same for the purposes therein mentioned.

Witness my hand and seal the day and year last above written.

(Seal)

{ U. S. Rev
10 cts
I. F. Smith
Nov, 23, 1898 }

John P. R. Sherman

Notary Public

Recorded Nov. 22nd 1898 at 2, o'clock P. M.

Fees \$1.25

I. F. Smith

Recorder

(Deeds 8 - 628)

This Indenture, made this third day of May in the year of our Lord, One Thousand Eight Hundred and Ninety Five between Joseph W. Arbuckle and Margaret Arbuckle husband and wife of the County of Washington, State of Idaho, of the first part and John F. F. Brewster of Boston, County of Suffolk, State of Massachusetts of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of "One Dollar" in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom, have granted, bargained, sold, remised, released, alienated and confirmed and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part and to his heirs and assigns forever, all the following described lot piece or parcel of land, situated in the County of Washington and State of Idaho and known and described as follows to wit:

The South Half of the South East Quarter of Section Four (4) and the North East Quarter of the North East Quarter of Section Nine (9) and the North West Quarter of the North West Quarter of Section Ten (10) all in Township Fifteen (15) North of Range One (1) West of the Boise Meridian containing one hundred and sixty (160) acres more or less, according to the United States Government Survey, together with all water, water rights, irrigating ditches, aqueducts, canals, appropriations, franchises and privileges upon, leading to, connected with or usually had and enjoyed in connection with said premises and every part and parcel thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said parties of the first part, either in law or equity of, in and to the above bargained premises with the hereditaments and appurtenances.

To Have and to Hold the said premises above described described with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above conveyed as of a good, sure, perfect, absolute, and indefeasible estate of inheritance in law in fee simple and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, that the same are free and clear of all former or other grants, bargains, sale, liens, assessments and incumbrances of what kind or nature soever except one certain mortgage for \$800/00 dated April 19" 1892 given by Allie Logan in her own right and Daniel M. Logan wife and husband to John F. F. Brewster recorded in Book 2 of Mortgages Page 757 of records of said Washington County.

And the above bargained premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person and persons lawfully claiming or to claim the same or any part thereof the said parties of the first part shall warrant and defend,

In Witness Whereof the said parties of the first part have hereunto set ~~the~~ their hands and seals the day and year first above written.

Signed, Sealed and Delivered

Joseph W. Arbuckle (Seal)

In presence of

Margaret Arbuckle (Seal)

J. W. Wilson

Martin Hannan

State of Idaho)
) ss
County of Washington)

On this third day of May in the year 1895, before me, S. R. Denney a Justice of the Peace in and for said County and State, personally appeared Joseph W. Arbuckle and Margaret Arbuckle husband and wife known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same. And on this third day of May in the year 1895, before me S. R. Denney a Justice of the Peace, personally appeared Margaret Arbuckle the wife of the above named Joseph Arbuckle known to me to be the person whose name is subscribed to the within and foregoing instrument described as a married woman and upon an examination without the hearing of her husband I made her acquainted with the contents of the instrument and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution.

In Witness Whereof I have hereunto set my hand and official seal the date last above written.

S. R. Denney

Justice of the Peace

Filed 13th May 1895 at 11, o'clock A. M. at request of O. M. Harvey

I. F. Smith

Fee \$1.75

Ex Officio Recorder

This Indenture, made and entered into this 16th day of March in the year of our Lord One Thousand Eight Hundred Ninety Five, between David Allison, Assessor and Ex Officio Tax Collector of the County of Washington, in the State of Idaho, party hereto of the first part, and John F. F. Brewster of the City of Boston, State of Massachusetts party hereto of the second part,

Witnesseth, That, Whereas F. M. Hubbard at the time of the sale hereinafter spoken of as Assessor and Ex Officio Tax Collector of said County of Washington, by virtue of and in conformity with an Act of the Legislature of the Territory of Idaho, entitled "An Act to regulate the manner of collecting Territorial and County Revenue in Idaho Territory" approved January 15, 1875, and all acts amendatory thereof or supplementary thereto, did, on the third Monday of December A. D. 1893, deliver to the Auditor of said County a complete delinquent list of all persons and property then owing taxes thereon in said County and to said County and State, which said delinquent list did include the property first hereinafter described and thereafter did duly levy upon said property described as above-said for taxes due the State of Idaho and to the County of Washington, together with the costs and charges due thereon.

That said property was duly assessed for the year 1893 for County and State taxes at \$930/00 to J. W. Arbuckle and the same was liable and subject to taxation, that said taxes were not and had not been paid and at the time of the sale hereinafter mentioned still remained due and unpaid. That publication of the intention to sell for the said delinquent taxes was made as provided by law, that in said publication was given the name of the owner (when known) of all real estate, of all the improvements, together with such condensed description of the property that it might be easily known and also a similar condensed description of any real estate or improvements, assessed to unknown owners, and also the name of every party delinquent for any tax on personal and also opposite each name or description was given the amount of taxes, including the costs as provided by law due from each delinquent person or property, the said publication was made by one insertion one time a week for three successive weeks in the Welser Signal, a newspaper published in said County of Washington.

That said insertions were made and published one on the 21st day of December A. D. 1893, one on the 28th day of December A. D. 1893, one on the 4th day of January A. D. 1894: That said publication did designate the time and place of commencing the sale, which time was not less than forty two nor more than fifty days from the first appearance of said publication, and the place so designated was in front of the court house of said County of Washington; That the property assessed, levied upon and advertised, situate, lying and being within said County of Washington and described thus:

South $\frac{1}{2}$ of South East $\frac{1}{4}$ of Section 4 and North East $\frac{1}{4}$ of North East $\frac{1}{4}$ of Section 9 and North West $\frac{1}{4}$ of North West $\frac{1}{4}$ of Section 10 all in Township 15, North of Range 1 West of Boise Meridian, containing 160 acres .

Was by the said F. M. Hubbard, Assessor and Ex Officio Tax Collector of said County of Washington, on the seventh day of February A. D. 1894 in accordance with law, offered for sale to pay said taxes, with the costs and charges due thereon, at public auction in front of the County Court House in said County, That at said auction A. W. Ocobock was the bidder, who was willing to take the least quantity or smallest part of the said property and pay the taxes and costs due thereon (including One Dollar for this certificate of sale) which taxes, costs and certificate amount to Thirty Five and 69/100 Dollars, that the said least quantity or smallest part of the said property as hereinafter described to wit:

All of the above described real estate, was by the said F. M. Hubbard, Assessor and Ex Officio Tax Collector as aforesaid, sold and struck off to the said A. W. Ocobock subject to redemption pursuant to law, who paid the full amount of said taxes, costs and charges and thereupon became the purchaser of the last described property, and whereas no person has redeemed the property so sold, during the time allowed by law for its redemption, and stated in the certificate of sale therefor, and whereas the said A. W. Ocobock has duly assigned his certificate of sale and all his rights thereunder unto the said party of the second part as appears from said certificate of sale and assignment thereof now on file in the Tax Collectors Office in said County.

Now, Therefore, This Indenture, Witnesseth, That I, David Allison, Assessor and Ex Officio Tax Collector as aforesaid by virtue and in pursuance of the Statutes in such cases made and provided for and in consideration of the sum of Thirty Five and 69/100 Dollars to me in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed and by these presents do grant, bargain, sell, convey and confirm unto the aforesaid John F. F. Brewster and to his heirs and assigns forever the said property as fully and absolutely as I David Allison, Assessor and Ex Officio Tax Collector as aforesaid, may or can lawfully sell and and convey the same, that is to say, all and singular the property above and last described in this deed.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, possession and claim as well in law as in equity of the said J. W. Arbuckle of Washington County, Idaho and of all owners and claimants thereof and of all owners or claimants of any interest present or future therein or any lien upon, in or to the above described property and every part and parcel thereof with the appurtenances or which said owners or claimants had or possessed on the day of said levy or assessment.

This Indenture, made this fourth (4) day of January A. D. 1893 between Allie Logan and Daniel M. Logan, her husband of Washington County, in the State of Idaho, of the first part and Joseph Arbuckle of Washington County in the State of Idaho of the second part,

Witnesseth, That said parties of the first part in consideration of the sum of Seventeen Hundred (1700/00) Dollars, lawful money of the United States of America to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged do, by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns forever all the following described real estate, situated in the County of Washington and State of Idaho bounded and particularly described as follows to wit:

The South Half (1/2) of South East Quarter (1/4) of Section Four (4) and North East Quarter (1/4) of North East Quarter (1/4) of Section Nine (9) and North West Quarter (1/4) of North West Quarter Section Ten (10) all in Township Fifteen (15) North of Range One (1) West, containing one hundred and sixty (160) acres.

The title thereto and the possession thereof by the party of the second part, the parties of the first part will forever warrant and defend. This conveyance is made subject to a certain mortgage and note of \$800/00 dated April 1, 1892 given by said Allie and Daniel M. Logan to the New England Mortgage Security Company and secured by said property which mortgage and note the said Joseph Arbuckle hereby assumes and agrees to pay.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever and the reversion and reversions, remainder and remainders, rents, issues and profits forever.

To Have and to Hold all and singular the said premises, together with the appurtenances unto said party of the second part and to his heirs and assigns forever. The grantee herein pays all taxes for the year 1892.

In Witness Whereof the said parties of the first part have hereunto set their hand and seals the day and year first above written.

Witness:

Mrs Allie Logan (Seal)

M. A. Hayes

Daniel M. Logan (Seal)

Robt L. Winter

State of Missouri }
County of Jackson } ss

On this 4th day of January A. D. 1893, personally appeared before me, Robert L. Winter, Notary Public in & for said County, Allie Logan and Daniel M. Logan, her husband, known to me to be the identical persons described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

And the said Allie Logan having been by me first made acquainted with the contents of said instrument acknowledges to me on examination, apart from and without the hearing of her husband that she subscribed to the same freely and voluntarily without fear or compulsion or undue influence of her husband and that she has no wish to retract the execution of 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,

Robert L. Winter

(Seal)

Notary Public

Filed and recorded at the request of Joseph Arbuckle January 16, 1893 at 12 M.

I. F. Smith

Fee 1/75

Ex Officio County Recorder

The United States of America

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Certificate No. 1148

WHEREAS, William W Billings of Washington County, Idaho has deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the LAND OFFICE at Boise, Idaho, whereby it appears that full payment has been made by the said William W Billings according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto, for the

South half of the south east quarter of section four, the North east quarter of the North east quarter of Section nine and the North west quarter of the North west quarter of Section ten in Township fifteen North of Range one West of Boise Meridian in Idaho, containing one hundred and sixty acres,

according to the Official Plat of the Survey of the said lands, returned to the GENERAL LAND OFFICE by the Surveyor General, which said Tract has been purchased by the said William W. Billings

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said William W Billings and to his heirs, the said Tract above described;

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said William W Billings and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof I, Benjamin Harrison President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the eleventh day of December, in the year of our Lord One thousand eight hundred and ninety one and of the Independence of the United States the one hundred and sixteenth

By the President: Benjamin Harrison

By M McKean

Secretary

D P Roberts Recorder of the General Land Office.

Recorded Vol 4 page 80

Filed for record at the request of O M Harvey, April 28th 1892 at 11:45 A M

I F Smith,

County Recorder

Fees \$1.50

(Deeds 5-197)

This Indenture, made the sixteenth day of August in the year of our Lord One Thousand Eight Hundred and Ninety between William Billings and Sarah R. Billings, his wife, parties of the first and Allie Logan, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eighteen Hundred Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second party of the second part, the receipt whereof is hereby acknowledged doth by these presents bargain, sell, convey & confirm unto the said party of the second part and to her heirs and assigns forever all that certain lot, piece or parcel of land, situated Washington County of Idaho State and bounded and particularly described as follows to wit:

The South Half (S²) of (S. E) South East Quarter of Section (4) Four and North East Quarter (N. E.⁴) of North East Quarter (N. E.⁴) Section Nine (9) & North West Quarter (N.W.⁴) of (N. W.⁴) North Quarter Section (10) Ten all in Township (15) Fifteen North of Range One (1) West, containing 160 acres, the title thereto and the possession thereof by the party of the second part, the party of part will forever warrant and defend.

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

To Have and to Hold all and singular the said premises, together with the appurtenances unto said party of the second part and to her heirs and assigns forever.

In Witness Whereof the said partys of the first part has hereunto their hands and seals the day and year first above written.

Signed, Sealed and Delivered

William Billings

In the presence of

Sarah R. Billings

R. E. Wilson

E. R. Harrington

Territory of Idaho }
County of Washington } ss

On this sixteenth day of August A. D. 1890, personally appeared before R. E. Wilson Notary Public in and for said County William Billings and Sarah R. Billings known to me to be the identical persons described in and who executed the foregoing instrument and who acknowledges to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

And the said Sarah R. Billings having been by me first made acquainted with the contents of said instrument acknowledged to me on examination apart from and without the hearing of her husband and that she subscribed to the same freely and voluntarily and without fear or compulsion or undue influence of her husband and that she has no wish to retract the execution of the same.

In Witness Whereof, I have set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

R. E. Wilson

Notary Public

Recorded at the request of B. W. Watlington, Sept 8th 1890 at 5 minutes past nine o'clock A. M.

O. M. Harvey

Recorder

(Deeds 4 - 227)

By W. W. Eckles

Deputy



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 30, 2005

67-4166

Russell L & Vivian Chastain

PO BOX 870

COUNCIL, ID 83612

RESPONSE DEADLINE
SEPTEMBER 16, 2005

Re: Evidence of Priority Date

Dear Claimant:

The Notice of Claim to a Water Right (claim) identified with the number(s) shown above your name has been filed in the Snake River Basin Adjudication (SRBA). The claim indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historic use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed. **Proof must be provided by the claimant supporting the priority date claimed and the historic use of the water.**

Enclosed you will find a computer printout of your claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. A map of the general area stated in your claim is also enclosed. If you irrigate, please outline the location of lands irrigated based on your claim, as well as the location of any points of diversion, if possible. If you have a claim other than irrigation, please outline the location of your place of use (i.e. house) and note the location of wells or other points of diversion. Please submit the completed map along with your evidence of priority. This will assist me in making a more accurate recommendation of your claim(s).

PLEASE NOTE: If no evidence is submitted, IDWR will recommend the SRBA Court decree the claim be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement should be in the form of a notarized affidavit.

Please submit the required evidence supporting the priority date and the historic use by the date shown above, referencing all documents with the corresponding claim number. Send the documents in the enclosed envelope to assure it arrives at the correct location. If you have questions not covered by this letter or the enclosed pamphlet, please contact this office. You can contact the Basin 67 team via e-mail at B67questions@IDWR.idaho.gov. If you wish to call, our toll free number is 1-800-451-4129.

If you no longer own the property to which the claim is appurtenant, please forward this correspondence to the present owner, or return it to Idaho Department of Water Resources (IDWR). If you have received this correspondence from the previous owner of the property, it is recommended that you file a Change of Ownership form with IDWR in order to receive future mailings and to participate in the Adjudication.

Sincerely,

Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau

Enclosures

WARRANTY DEED

For Value Received, ARLO J. MANSOR and HELEN M. MANSOR, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto
RUSSELL L. CHASTAIN, an unmarried man, and VIVIAN SILVA, an unmarried woman, joint tenants

the grantees, whose current address is, P.O. Box 870, Council, ID 83612
~~10665 Wilton Road, Elk Grove, CA 95624~~

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

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees
their heirs and assigns forever. And the said Grantors do hereby covenant to and with
the said Grantees, that they are the owners in fee simple of said premises; that
they are free from all encumbrances excepting for all easements of record, rights of way,
matters visible, and all matters of record and title.

and that they will warranty and defend the same from all lawful claims whatsoever.

Date: December 6, 1996

Arlo J. Mansor
ARLO J. MANSOR

Helen M. Mansor
HELEN M. MANSOR

STATE OF Idaho)
) ss
COUNTY OF Adams

On this 6th day of Dec, in the year of 1996, before me
a Notary Public, personally appeared
ARLO J. MANSOR & HELEN M. MANSOR
known or identified to me to be the persons whose names
are subscribed to the within instrument, and acknowledged
to me that they executed the same

STATE OF IDAHO, COUNTY OF ADAMS
I hereby certify that this instrument was filed for record
at the request of Timberline Title & Escrow

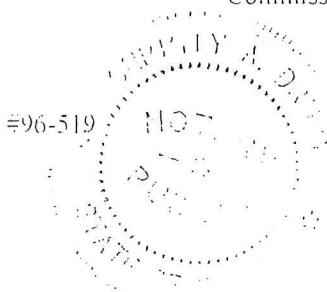
at 20 minutes past 2 o'clock PM.
this 10 day of Dec, 19 96 in my
office, and duly recorded in Book
of Deeds at page

Christy A. Pausy
Notary Public
Residing at Franklin, Idaho
Commission expires: 8/4/98

MICHAEL FISK
Ex-Officio Recorder

By: Leahy Pinal
Deputy

Fees \$ 6.00
Mail to: Timberline Title & Escrow



Township 15 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 10: All that part of the NW1/4NW1/4 lying West of U.S. Highway 95 (Highway Survey Project No. FS112-21) as established January 12, 1984, and South of the former U.S. Highway 95, now a County Road, running from Council to Mesa, as established January 12, 1984.

SUBJECT TO THE FOLLOWING:

UNPATENTED MINING CLAIMS, water rights, claims or title to water.

RESERVATIONS contained in United States Patent Certificate No. 1148 recorded April 28, 1892 in Book of Cash Entries page 27.

POWER LINE EASEMENT granted to IDAHO POWER COMPANY recorded November 6, 1946 in Book 4M Misc. page 464.

RIGHT-OF-WAY for aerial tramway granted to DAVID W. VAN HOESEN and CHARLES P. SEYMOUR recorded August 14, 1919 in Book 7 Deeds pages 393 and 394.

RESERVATIONS in Deed granted to COUNTY OF ADAMS recorded November 7, 1940 in Book 17 Deeds page 133.

ANY RIGHTS, INTERESTS OR EASEMENTS in favor of the public which exist or are claimed to exist over any part of said land covered by the Middle Fork Weiser River.

ANY CLAIM arising from the difference in the mean high water line of the Middle Fork Weiser River and the meander line as shown by the original government survey.

WARRANTY DEED

For Value Received CALVIN D. CHITWOOD AND CHARLOTTE J. CHITWOOD,
husband and wife

the grantor s, do hereby grant, bargain, sell and convey unto

ARLO J. MANSOR and HELEN M. MANSOR,
husband and wife
the grantee s, whose current address is 1496 Shaw Lane, Council, Idaho 83612

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

Township 15 North, Range 1 West, Boise Meridian,

Section 10: A parcel of land in said Section and more particularly described as being all that part of the NW1/4NW1/4 Lying West of U.S. Highway 95 (Highway Survey Project No. F3112-21) as established January 12, 1984, and South of the former U.S. Highway 95, now a County Road, running from Council to Mesa, as established January 12, 1984.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they the owners in fee simple of said premises; that they are free from all incumbrances except for all easements of record, rights of way, matters visible, and all matters of record and title.

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

Dated: November 6, 1991

Calvin D. Chitwood
Calvin D. Chitwood

Charlotte J. Chitwood
Charlotte J. Chitwood

STATE OF IDAHO

COUNTY OF Adams

ss

On this 6th day of November, in the year 1991, before me, a Notary Public, personally appeared CALVIN D. CHITWOOD and CHARLOTTE J. CHITWOOD known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Ernest E. Fisk
Notary Public
Residing at Council, Idaho.
Commission expires: 10/7/94

STATE OF IDAHO, COUNTY OF ADAMS

I hereby certify that this instrument was filed for record at the request of Timberline Title & Escrow

at 40 minutes past 8 o'clock A.M.,
this 8 day of November
19 91, in my office, and duly recorded in Book 43M
of Deeds at page 492

Michael Fisk

Ex-Officio Recorder

By Janice D. Fisk Deputy

Fees \$ 3.00

Mail to:

INSTRUMENT NO.

81179

Chicago Title Insurance
Company of Idaho



1/26/07

TAX MASTER INQUIRY - ADAMS COUNTY

PMPKEY: RP 15N01W090060 A YEAR 2006

BILL# 4405

TXPKEY: RP15N01W090060A

BILLED TO: CHASTAIN, RUSSELL L & VIVIAN

NAME CHASTAIN, RUSSELL L & VIVIAN

CODE AREA 14-0000

ACCT TYP

BANK

FLB

OWNER GP

PUP

ADDRESS PO BOX 870

MARKET VALUE

662

HARDSHIP

HOMEOWNER

NET MARKET

662

TAX AMOUNT

4.50

LEGAL T15N R1W SEC 9

LESS: CIRCUIT

PT NE4NE4 S & W OF OLD HWY 95

PLUS: SPECIALS

11.00 AC

NET TAX BILLED

4.50

TAX PAYMENTS

4.50

TAX CANCELLED

SPEC CANCELLED

REMAINING TAX DUE

NEXT PARCEL# RP _____ A OR NEXT BILL# RP _____ 2006

F3=EXIT F14=OTHER TAXES F2=PRT SCREEN F5=PAYMNTS F6=TRANSACTIONS F24=MORE

F4=TAX COMMENTS

TIMBERLINE TITLE AND ESCROW, INC.
P. O. Box 6, Council, Idaho 83612
Phone: 208-253-6886
FAX: 208-253-6887

INVOICE

Russ Chastain

DATE: 3-6-07
OUR NO:
YOUR NO.:
NAME:

Property owner search	\$50.00
-----------------------	---------

Thank you!

NOTE: PLEASE REFERENCE OUR ORDER NUMBER AND THE BILLING DATE TO
RECEIVE PROPER CREDIT FOR YOUR PAYMENT. THANK YOU.

WARRANTY DEED

For Value Received

ERMA L. SHAW, a Widow

The grantor, do es hereby grant, bargain, sell and convey unto

Calvin D. Chitwood and Charlotte J. Chitwood,
the grantee s, whose current address is Box 436 - Council, Idaho 83612

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

Township 15 North, Range 1 West, Boise Meridian
Section 10: A parcel of land in said Section and more particularly described as being all that part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of U.S. Highway 95 (Highway Survey Project No. F3112-21) as now established, and South of the former U.S. Highway⁴⁵, now a county road, running from Council to Mesa, as now established.

Together with 0.1 cfs of the Middle Fork Weiser River, tributary to the Weiser River.

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

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

Dated: January 12, 1984

Erma L Shaw

STATE OF IDAHO, COUNTY OF Adams

On this 12th day of January, 1984, before me, a notary public in and for the said State, personally appeared

Erma L. Shaw

Known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Residing at Council, Idaho
Comm. Expires 11/1984

STATE OF IDAHO, COUNTY OF Adams

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

at 16 minutes past 2 o'clock p.m., this 12th day of January 1984 in my office, and duly recorded in Book 37M of Deeds at Page 135.

Michael Fisk

Ex-Officio Recorder

By *Cheryl Ringer* Deputy.

Fees \$ 2.00
Mail to:

INSTRUMENT NO. 67448

Conversation Memo

Date: July 2, 2007

To: 67-4166

From: Craig L. Saxton

Re: Disallowal of 67-4166

Russ Chastain called wanted to know what was going on with the recommendation on 67-4166.

67-4166 was claimed as a statutory claim and when evidence of priority was requested, Mr. Chastain submitted an affidavit stating that the claim was actually based on a decreed right and that information was found in the Council Court House on Book 2 Page 111. He did not include that in the mailing though. So it was disallowed based on no EOP.

I told him this and he told me he did a title search and has all the documentation on his property going back to the late 1800's. He is going to send that information for my review.

He asked that I copy it and send the originals back to him and I agreed.

We also briefly discussed the objection process.

11/13/2006

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

RIGHT NUMBER: 67-4166

NAME AND ADDRESS: RUSSELL L CHASTAIN
PO BOX 870
COUNCIL ID 83612

VIVIAN SILVA
1496 SHAW LN
COUNCIL ID 83612

SOURCE: MIDDLE FORK WEISER RIVER

TRIBUTARY: WEISER RIVER

QUANTITY: 0.100 CFS

PRIORITY DATE: 06/01/1946

POINT OF DIVERSION:

T15N R01W S10 NWNW Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	5/01 10/31	0.100 CFS

PLACE OF USE: IRRIGATION in ADAMS County

T15N R01W S10 NWNW 5.00

5 ACRES TOTAL

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

No beneficial use found.

EXPLANATORY MATERIAL: BASIS OF CLAIM -

No beneficial use found: This is included for a claim based on beneficial use that is proposed to be disallowed because beneficial use of water was not confirmed by IDWRs field examination or by other evidence submitted by the claimant.

Need divorce decree to remove
ex from claim

Is this actually a decreed
claim? 67-92 has same P.D.

Evidence of Priority letter sent 9-2-05

Would you please Remove
VIVIAN SILVA Chastain From
this document. We have
Been Divorced Since 2001.
The court Awarded me
Russell L. Chastain the property
At 1496 Shaw Ln. Documents
Are on file At Council
Court House

Thank you

RECEIVED

Russ Chastain

SEP 13 2005

Department of Water Resources

no POC
shape in Rec
Disallow -
no evidence of
priority

SCANNED

SEP 13 2005

IN THE MATTER OF)
NOTICE OF CLAIM TO)
A WATER RIGHT NO.(S))

67-4166)

)

)

State of Idaho)
County of Adams)

AFFIDAVIT

RECEIVED

SEP 13 2005

Department of Water Resources

_____ being first duly sworn,
deposes and says: This is not a Statutory Claim

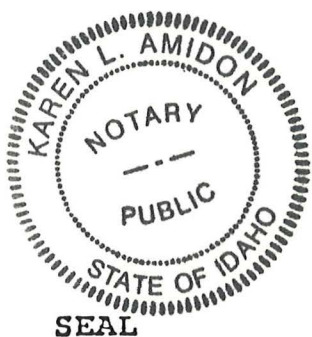
Priority Date 5-1-05

Basic Decreed Right 10A in NW4 NW4

See 10 15N-1W: Dave Duvee

Book 2 Page 111 of Court Decree

Council Court House



Russell L. Chastain
(Signature)

Subscribed and sworn to before me this
day 9th of September, 19 2005.

Karen L. Amidon
(Notary Public)

Residing at Cambridge, ID.

My Commission Expires 6/26/2009.

SCANNED

SEP 13 2005

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 67-4166

WATER RIGHT NUMBER: 67-4166

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RUSSELL L CHASTAIN PO BOX 870 COUNCIL, ID 83612 (208)253-0030
Current Owner	VIVIAN SILVA 1496 SHAW LN COUNCIL, ID 83612

Priority Date: ~~06/01/1946~~

Basis: Statutory Claim

Status: Active

1905 Book 2 Page 111 of court Decree
Council Court House

Source
MIDDLE FORK WEISER RIVER

Tributary
WEISER RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	5/01 to 10/31	0.100 CFS	
	<u>Total Diversion:</u>	0.100 CFS	

Location of Point(s) of Diversion

MIDDLE FORK WEISER RIVER	NW1/4NW1/4	Sec. 10, Twp 15N, Rge 01W, B.M.
ADAMS County		

Place of Use

IRRIGATION Within ADAMS County

T15N R01W S10 NWNW 5.0

Total Acres: 5

Conditions of Approval:

1. OWNERSHIP CHANGED BY LH 8/29/94.
OWNERSHIP CHANGED BY LH 4/7/97.

Remarks:

SCANNED

SEP 13 2005

Snake River Basin Adjudication
Change in Address of Notice of Claim

RECEIVED

AUG 18 2004

DEPARTMENT OF
WATER RESOURCES

Claim Number(s):

67-4166

Previous Mailing Address:

1496 Shaw Ln.

New Mailing Address:

Russ Chastain
PO Box 870
Council Id. 83612

Telephone Number:

(208) 253-0030

Signature of Claimant(s):

Russ Chastain

Please return this completed form to:

Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400

Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037

Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177

SCANNED

AUG 20 2004

67-4166
Record modified
8-20-04
/ps

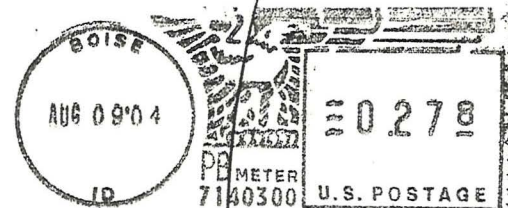
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

~~Return Service Requested~~

ADDRESS SERVICE
REQUESTED

PRESORTED
FIRST CLASS

RUSSELL L CHASTAIN
1496 SHAW LN
COUNCIL ID 83612



xx
PO 870

1496 SHAW LN
COUNCIL ID 83612

SCANNED
AUG 20 2004



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

April 8, 1997

Re: Notice of Claim to a Water Right No. A67-04166

RUSSELL L CHASTAIN
VIVIAN SILVA
1496 SHAW LANE
COUNCIL ID 83612

Dear Mr. Chastain & Ms. Silva:

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

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.

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 "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:1

Enclosure

SCANNED
APR 08 2004



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

August 31, 1994

Re: Notice of Claim to a Water Right No. A67-04166

Arlo J. Mansor
Helen Mansor
1496 Shawn Lane
Council, ID 83612

Mr. & Mrs. Mansor:

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

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.

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

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office
(208) 334-2190

LH:1

cc: Calvin & Charlotte Chitwood

MICROFILMED

OCT 23 1996

Claim No. 69-4008
67-4166

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Section 42-225a, Idaho Code

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. The filing of this claim does not confirm the water right but will serve for information purposes only. It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that Gilbert Shaw &/or Erma Shaw
(name of claimant)

of Goodrich Route, Council, ID
(mailing address)

the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) Middle Fork Weiser River
tributary to, Weiser River

- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Amount 0.1 cfs Use Irrigation Period of Use: From May 1 To Oct 31
Amount _____ Use _____ Period of Use: From _____ To _____
Amount _____ Use _____ Period of Use: From _____ To _____
(cfs, gpm (dom., irri., stock, etc.) (both dates inclusive)
or a/f)

- (3) Total quantity of water claimed: 0.1 cubic feet per second, or _____ acre feet
per annum, and/or _____ gallons per minute.

- (4) Priority claimed: (the date water was first applied to beneficial use) 1946

A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
NW ¼ NW ¼, Sec. 10 Twp. 15N Rge. 1W B.M. County of Adams
Additional points of diversion: _____

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. pump & Sprinkler system

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
15N	1W	10					5												5

Total No. of acres 5

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: _____

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

Hand-drawn map on grid paper showing a river system. The river is labeled "Middle" at the top left, "Fork" in the middle, and "River" at the bottom right. A point on the river is labeled "P.O. + Vse". A distance of "10" is marked between two points on the river. The text "T. 15 N." is written in the top right, and "R. 1 W. B. M." is written at the bottom center.

Received by <u>R.W.H.</u>	Date <u>12-22-76</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>R.W.H.</u>	Date <u>12-22-76</u>		claimant by:	
\$10.00 fee received by <u>CS</u>	Date <u>12-22-76</u>	#6145		
Approved for publication by <u>if</u>	<u>1-17-77</u>			
Published in <u>Adams County Recorder</u>				
Dates <u>Jan 6, 1977 + Jan 13, 1977</u>				

RECEIVED

SEP 23 2008

DEPARTMENT OF
WATER RESOURCES

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 67-4166
Date Received: 12/19/1989
Receipt No: W007197
Received By:

AMENDED

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

RUSSELL L CHASTAIN Phone: (208)253-0030

PO BOX 870
COUNCIL ID USA 83612

VIVIAN SILVA Phone:

1496 SHAW LN
COUNCIL ID USA 83612

2. Date of Priority: 05/01/1905

3. Source: WEISER RIVER MIDDLE FORK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
15N	01W	10	NW NW	ADAMS	

5. Description of diverting works:

PUMP, 2 HP PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	10/31	0.1	

7. Total Quantity Appropriated is:
0.1 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

SCANNED

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15N	01W	10	NW	NW	IRRIGATION	5
					Section Acres	5
					Total Acres	5

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:

14. Remarks:

This claims elements of decreed right 67-92

15. Basis of Claim: Decreed

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 X 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 under penalty of perjury, that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Russell L. Chastain Date: 9/19/08
 _____ Date: _____

61-T100

SWSE

SESW

3

SWSW



NWNE

NEEW

SWNE

SENW

SWNW



Point of diversion

NENE

SESE

4



SWSE

9

SENE

SWNE

SCANNED
SEP 23 2008

of the Southeast Quarter of Section 10; the North half, the East half of the Northeast Quarter of the Southeast Quarter of Section 21, the South half, the North half of the Northeast Quarter and the North half of the Northwest Quarter of Section 16, the Southwest Quarter, the South half and the West half of the Northwest Quarter of Section 9; the East half; the North half of the Southwest Quarter of Section 8; the east half of the Southwest Quarter, the South half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 17; all of Section 20; the West half of the Southeast Quarter and the West half of the Northeast Quarter of Section 19; all in Township 15 North, Range 1 West, Boise Meridian, the West half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, and the West half of the Southeast Quarter of the Southwest Quarter of Section 14; the Northwest Quarter of the Northwest Quarter of Section 23; the North half of the Northeast Quarter, the North half of the Southwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 22; the South half, the Northwest Quarter, the South half of the Northeast Quarter, and the South half of the Northwest Quarter of the Northeast Quarter of Section 15, all in Township 15 North, Range 2 West Boise Meridian.

W. L. BACCHUS: The South half of the Southeast Quarter of Section 4, Township 15 North, Range 1 West Boise Meridian.

CATHERINE AUSTIN: The Southwest Quarter of Section 4, and the Northeast Quarter of the Southeast Quarter of Section 5, Township 15 North, Range 1 West Boise Meridian.

BEN WOODEN: The Northeast Quarter of Section Thirteen, the North half of the Northwest Quarter of Section 15, the Northeast Quarter of the Northeast Quarter of Section 14, and the Northwest Quarter of the Northeast Quarter of Section 14, Township 15 North, Range 1 West Boise Meridian.

HENRY HEINISOTH: The North half of the Northwest Quarter of Section 14, the South half of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 11, Township 15 North, Range 1 West Boise Meridian.

GEORGE SHAW: The Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 10 and the East half of the Southwest Quarter of Section 3, all in Township 15 North, Range 1 West Boise Meridian.

WILLIAM B. SHAW: The Northwest Quarter of the Northwest Quarter of Section 11, the Southwest Quarter of the Southwest Quarter of Section 2, the North half of the Southeast Quarter of Section 10, the South half of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 10, all in Township 15 North, Range 1 West Boise Meridian.

JOHN SWEARINGEN: The South half of the Southwest Quarter and the West half of the Southeast Quarter of Section 5, Township 15 North, Range 1 West Boise Meridian.

DAVE DUKE: The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 10, Township 15 North, Range 1 West Boise Meridian.

C. E. ROYER: The East half of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 12, Township 15 North, Range 1 West Boise Meridian.

OSCAR GILBERT: South half, Northeast Quarter and Northwest Quarter, Southeast Quarter, Section 25, Township 15 North, Range 1 West and Southeast Quarter, Northwest Quarter, Section 30, Township 15 North, Range 1 East Boise Meridian (FW)

SCANNED

SEP 23 2008

E R Windes	135	May 1, 1908
	20	May 18, 1910
First Bank of Council	5	May 18, 1910
	8	May 25, 1910

Biggerstaff Ditches.

T B Biggerstaff	45	June 1, 1890
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Middle Fork Weiser River.

Orchards Water Company	3500	Sept 11, 1909
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Lost Creek Storage

	6250	May 27, 1910
--	------	--------------

A L Freehafer Lost Creek Storage	360 A Ft	May 27, 1910
J A Carr Lost Creek Storage	300 A Ft	May 27, 1910
W M Baccus	14	May 1, 1891

Catherine Austin	24	May 1, 1891
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	24	May 1, 1901
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Ben Wooden	30	May 1, 1894
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Henry Heimsoth	13	May 1, 1900
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George Shaw	21	May 1, 1900
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William B Shaw	44	May 1, 1903
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John Sweeting	6	May 1, 1903
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Dave Duree	5	May 1, 1905
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C E Roper	7 1/2	May 1, 1911
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Fall Creek.

James Harrell (Steward Ditch)	120	July 1, 1883
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Jacob Cornett (Steward Ditch)	90	July 1, 1883
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John Cornett	58	Dec 30, 1907
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Oscar Gilbert (Steward Ditch)	40	May 1, 1899
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Jesse Buzzard (Steward Ditch)	26	June 1, 1895
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Hattie Gilbert Sub., for

Oscar Gilbert, sub for A E Beigh	74	Dec 30, 1907
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John Roberts	125	Dec 30, 1907
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S L Goddwin	62 1/2	Dec 30, 1907
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William M Woods (Wood-Cornett Ditch)	17 1/2	July 1, 1883
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Samuel Woods (Steward Ditch)	93	June 1, 1883
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East Fork Weiser River.

Tomlinson Yantis Ditch.

Mary E Tomlinson	50	June 13, 1905
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E W Tomlinson	55	June 13, 1905
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Sarah Yantis	40	June 13, 1905
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L A Spira	10	June 13, 1905
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Ralph Yantis	8	Dec 31, 1908
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East Fork Ditch.

Frank E Brown	70	July 1, 1905
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George H Bliss	35	July 1, 1905
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J A Carr	15	July 1, 1905
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SCANNED

SEP 23 2008

7 pg 373 & 374

THIS INDENTURE, Made this twenty eighth day of July in the year of our Lord nineteen hundred and nineteen, between DAVID DUREE AND ELLA DUREE, his wife, of Council, County of Adams, State of Idaho, the parties of the first part, and EDWARD AUSTIN, of Council, County of Adams, State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TWENTY FIVE HUNDRED and NO/100 DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs, and assigns forever, all the following described real estate, situated in Adams County, State of Idaho, to wit:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION TEN, TOWNSHIP FIFTEEN, NORTH OF RANGE ONE WEST, B. M., excepting therefrom THAT PORTION THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:- COMMENCING THEREFOR AT THE SOUTH-EAST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TEN, said TOWNSHIP AND RANGE, RUNNING THENCE NORTH ALONG THE EAST SIDE OF SAID QUARTER TO A POINT WHERE SAID EAST LINE INTERSECTS THE EASTERN BOUNDARY OF THE COUNTY ROAD RUNNING FROM INDIAN VALLEY TO COUNCIL, IDAHO, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE EASTERN BOUNDARY OF SAID ROAD TO A POINT WHERE SAID BOUNDARY LINE OF SAID ROAD INTERSECTS THE SOUTH BOUNDARY LINE OF OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TEN, SAID TOWNSHIP AND RANGE, THENCE EAST ALONG SAID BOUNDARY LINE OF SAID QUARTER TO THE PLACE OF BEGINNING, TOGETHER with all waters, water rights, dams, ditches, flumes and irrigating works of whatever nature, used upon, belonging to or in anywise appertaining to said lands hereby conveyed.

It is understood and agreed that second party assumes a certain mortgage from David Duree and Ella Duree, his wife, to the State of Idaho, bearing date November 16, 1917, for the sum of \$1000.00 due five years after date, interest at 6% per annum.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described, premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever. AND the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his his heirs, and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

SCANNED

SEP 23 2008

IN WITNESS WHEREOF, The said parties of the first part have
hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

in the Presence of _____.

6/18/23

I. R. \$1.50 attached and cancelled

DAVID DUREE. (SEAL)

ELLA DUREE. (SEAL)

STATE OF IDAHO

COUNTY OF ADAMS

SS

On this day 28th of July, in the year 1919, before me J. A. Carr,
a Notary Public in and for said State, personally appeared David Duree
and Ella Duree, his wife, known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that 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.

SEAL
J. A. Carr
Notary Public
State of Idaho.

J. A. Carr, Notary Public
residing at Council, Idaho.

Recorded at the request of Edward Austin at 4 o'clock P. M.,
this 28th day of July A. D. 1919.

Fees \$1.20

Matilda Moser,

Ex-Officio Recorder.

SCANNED

SEP 23 2008

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: **A67-04166**
Date Received: 12/19/1989
Receipt No: W007197
Received By: _____

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

1. Name: RUSSELL L CHASTAIN
Address: 1496 SHAW LANE
COUNCIL ID 83612

OR

Name: VIVIAN SILVA
Address: 1496 SHAW LANE
COUNCIL ID 83612

2. Date of Priority: JUN 1, 1946

3. Source: WEISER RIVER, MIDDLE FORK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	01W	10	NW	NW			ADAMS

5. Description of diverting works:
PUMP, 2 HP PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	10/31	0.100		

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

8. Total consumptive use is 15.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15N	01W	10	NW	NW		IRR	5.0

SCANNED
APR 08 2004

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	5.0
					Total Acres	5.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP CHANGED BY LH 8/29/94.
OWNERSHIP CHANGED BY LH 4/7/97.

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): _____ Date: _____
_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

RECEIVED

JAN 06 1997

WATER RESOURCES
WESTERN REGION

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) A67-04166
Adjudication Claim Number(s) _____

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 on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Helen Mansor & Arlo J. Mansor
1496 Shaw Lane, Council, ID 83612

4. New Owner/Claimant(s) Russell L. Chastain or Vivian Silva
Name connector (Check one): [] AND, [X] OR, [] AND/OR
New Mailing Address 1496 Shaw Lane
City, State and ZIP Code Council, ID 83612
New Telephone Number () -

5. Date you acquired the property 12/10/96

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.
N/A
Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
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/Claimant(s) Russell L. Chastain Date 12/9/96
Vivian Silva Date 12/9/96

8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

WARRANTY DEED

For Value Received, ARLO J. MANSOR and HELEN M. MANSOR, husband and wife

the grantors , do hereby grant, bargain, sell and convey unto
RUSSELL L. CHASTAIN, an unmarried man, and VIVIAN SILVA, an unmarried woman, joint tenants

the grantees, whose current address is, P.O. Box 870, Council, ID 83612
~~10665 Wilton Road, Elk Grove, CA 95624~~

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

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees
their heirs and assigns forever. And the said Grantors do hereby covenant to and with
the said Grantees, that they are the owners in fee simple of said premises; that
they are free from all encumbrances excepting for all easements of record, rights of way,
matters visible, and all matters of record and title.

and that they will warranty and defend the same from all lawful claims whatsoever.

Date: December 6, 1996

Arlo J. Mansor
ARLO J. MANSOR

Helen M. Mansor
HELEN M. MANSOR

STATE OF Idaho)
) ss

COUNTY OF Adams

On this 6th day of Dec, in the year of 1996, before me
a Notary Public, personally appeared
ARLO J. MANSOR & HELEN M. MANSOR
known or identified to me to be the persons whose names
are subscribed to the within instrument, and acknowledged
to me that they executed the same

STATE OF IDAHO, COUNTY OF ADAMS

I hereby certify that this instrument was filed for record
at the request of Timberline Title & Escrow

at 20 minutes past 2 o'clock PM.
this 10 day of Dec, 19 96 in my
office, and duly recorded in Book
of Deeds at page

Christy A. Pardy
Notary Public
Residing at Fruitvale, Idaho
Commission expires: 8/4/98

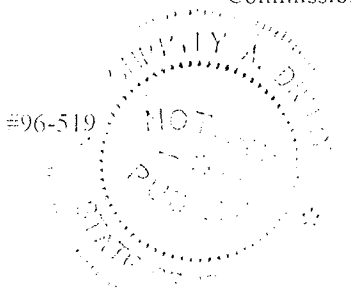
MICHAEL FISK

Ex-Officio Recorder

By: Leahy Pinal
Deputy

Fees \$ 6.00

Mail to: Timberline Title & Escrow



RECEIVED

JAN 06 1997

WATER RESOURCES
WESTERN REGION

Township 15 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 10: All that part of the NW1/4NW1/4 lying West of U.S. Highway 95 (Highway Survey Project No. FS112-21) as established January 12, 1984, and South of the former U.S. Highway 95, now a County Road, running from Council to Mesa, as established January 12, 1984.

SUBJECT TO THE FOLLOWING:

UNPATENTED MINING CLAIMS, water rights, claims or title to water.

RESERVATIONS contained in United States Patent Certificate No. 1148 recorded April 28, 1892 in Book of Cash Entries page 27.

POWER LINE EASEMENT granted to IDAHO POWER COMPANY recorded November 6, 1946 in Book 4M Misc. page 464.

RIGHT-OF-WAY for aerial tramway granted to DAVID W. VAN HOESEN and CHARLES P. SEYMOUR recorded August 14, 1919 in Book 7 Deeds pages 393 and 394.

RESERVATIONS in Deed granted to COUNTY OF ADAMS recorded November 7, 1940 in Book 17 Deeds page 133.

ANY RIGHTS, INTERESTS OR EASEMENTS in favor of the public which exist or are claimed to exist over any part of said land covered by the Middle Fork Weiser River.

ANY CLAIM arising from the difference in the mean high water line of the Middle Fork Weiser River and the meander line as shown by the original government survey.

RECEIVED

JAN 06 1997

WATER RESOURCES
WESTERN REGION

N



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: **A67-04166**
Date Received: 12/19/1989
Receipt No: W007197
Received By: _____

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

1. Name: ARLO J MANSOR 208-253-6971
Address: 1496 SHAW LANE
COUNCIL ID 83612

AND

Name: HELEN MANSOR 208-253-6971
Address: 1496 SHAW LANE
COUNCIL ID 83612

2. Date of Priority: JUN 1, 1946

3. Source: WEISER RIVER, MIDDLE FORK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	01W	10	NW	NW			ADAMS

5. Description of diverting works:
PUMP, 2 HP PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	10/31	0.100		

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

8. Total consumptive use is 15.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15N	01W	10	NW	NW		IRR	5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	5.0
					Total Acres	5.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP CHANGED BY LH 8/29/94.

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): _____ Date: _____
_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

Please print or type

(see instructions on back of page)

AUG 11 1994

DATE OF CLOSING: NOV/6/1991WATER RESOURCES
WESTERN REGION

LEGAL DESCRIPTION OF PROPERTY: Township 15N Range 1W
 Section 10, 1/4 of NW 1/4 of NW 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: A67-04166
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Chitwood
- ☐ New Owner/Claimant (Purchaser): ARLO J + HELEN MANSOR
- ☐ New Mailing Address: 1496 SHAW LANE
COUNCIL, IDAHO - 83612
- ☐ New Telephone Number: (208) 253-6971
- ☐ 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: Deed of Trust

(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): Arlo J Mansor Date 8/9/94
Helen A Mansor Date 8/9/94
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 8-25-94 By: JD

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 8-25-94 By: JD

Claim Numbers of Split, if any:

DEPARTMENT OF WATER RESOURCES
 WESTERN REGION
 2735 AIRPORT WAY
 BOISE, ID 83705-5082

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

MICROFILMED

OCT 23 1994

RECEIVED

AUG 11 1994

WATER RESOURCES
WESTERN REGION

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on NOVEMBER 6, 1991

The grantor is ARLO J. MANSOR AND HELEN M. MANSOR, HUSBAND AND WIFE

PIONEER TITLE COMPANY OF ADA COUNTY

("Borrower"). The trustee is

ROCKY MOUNTAIN MORTGAGE, INC.

("Trustee"). The beneficiary is

which is organized and existing under the laws of THE STATE OF IDAHO
410 S. ORCHARD, SUITE 184, BOISE, IDAHO 83705

, and whose address is

--FORTY-SIX THOUSAND FIVE HUNDRED AND NO/100--
("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ --46,500.00--). 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 DECEMBER 1, 2021. 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

ADAMS

County, Idaho:

TOWNSHIP 15 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADAMS COUNTY, IDAHO
SECTION 10: A PARCEL OF LAND IN SAID SECTION AND MORE PARTICULARLY
DESCRIBED AS BEING ALL THAT PART OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ LYING WEST OF
U.S. HIGHWAY 95 (HIWAY SURVEY PROJECT NO. F3112-21) AS ESTABLISHED
JANUARY 12, 1984, AND SOUTH OF THE FORMER U.S. HIGHWAY 95, NOW A
COUNTY ROAD, RUNNING FROM COUNCIL TO MESA, AS ESTABLISHED JANUARY 12, 1984.

which has the address of 1496 SHAW LANE
[Street]

Idaho 83612 [Zip Code] ("Property Address");

COUNCIL

[City]

MICROFILMED

OCT 23 1996

Form 3013 9/90 (page 1 of 6 pages)

IDAHO -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1873 (9012)

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-9393 □ FAX 616-791-1131

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: A67-04166
Date Received: 12/19/1989
Receipt No: W007197
Received By: LU

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CHARLOTTE CHITWOOD 208-253-4376
Address: PO BOX 436
COUNCIL, ID 83612

OR

Name: CALVIN CHITWOOD 208-253-4376
Address: PO BOX 436
COUNCIL, ID 83612

2. Date of Priority: JUN 01, 1946

3. Source: WEISER RIVER, MIDDLE FORK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	01W	10	NW	NW			ADAMS

5. Description of diverting works:
PUMP, 2 HP PUMP, SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	10/31	0.100		

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

8. Total consumptive use is 15.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15N	01W	10	NW	NW	IRR	5.0
Section Acres						5.0
Total Acres						5.0

11. Place of use in counties: ADAMS

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: 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: 1

For Individuals:

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

Signature of Claimant(s): X *Charlotte Guitierrez* Date: X 12-19-89

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 19 day
of Dec 19 89 *Linda Werner*
Notary Public

Seal

Linda A. Werner
Residing at Residing at Boise, Idaho
My Commission Expires December 8, 1994



542 27' 30" AG7-4166 544
545 SCALE 1:24,000 546
547 T15N, RW, Sec. 10, NW, NW
548 R. I. W. R