DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED
2004 APR 16 PM 4 40

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	)	**AMENDED SPECIAL MASTER'S REPORT**
Case No. 39576	)	**For Water Right: 65-22329**

A ***Special Master's Report and Recommendation*** was issued on April 13, 2004, for water right 65-22329. The ***Special Master's Report*** incorrectly stated the "Quantity" and "Place of Use" elements as reported in the ***Amended Director's Report*** filed with this Court on May 21, 2003.

Therefore, based on the file and record herein and the ***Amended Director's Report***, IT IS RECOMMENDED that water right 65-22329 be decreed with the elements as set forth in the attached ***Amended Partial Decree Pursuant to I.R.C.P. 54(b).***

DATED April 15, 2004.

THOMAS R. CUSHMAN
Special Master
Snake River Basin Adjudication

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)
) PARTIAL DECREE PURSUANT TO
Case No. 39576) I.R.C.P. 54(b) FOR
) Water Right 65-22329

NAME AND ADDRESS: GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND, ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.16 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION: T07N R02E S12 NWSE Within Boise County
R03E S07 LOT 2 (SWNW)

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	04-01 TO 11-01	0.16 CFS
Stockwater	01-01 TO 12-31	0.03 CFS

PLACE OF USE: Irrigation Within Boise County
T07N R02E S12 SWSW 0.8
S13 NWNW 7.0
7.8 Acres Total

Stockwater Within Boise County
Same as Irrigation

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

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

Basin 65 General Provisions No. 3, the Separate Streams General Provision, does not apply to appropriations of water after October 18, 1977.

This water right shall be administered as being from a separate source pursuant to Basin 65 General Provision No. 3. If the holder of this right seeks to change the right pursuant to Idaho Code Section 42-222 or successor statute, nothing in this general provision shall preclude any other person or entity from demonstrating that such change in use would cause injury to its water right or from receiving any relief provided by law in the event of injury.

Stockwater use is for 100 range cattle.

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

RULE 54(b) CERTIFICATE

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

AMENDED
RECOMMENDATION
APR 15 2004
SPECIAL MASTER

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

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

2004 APR 15 PM 4 40

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

In Re SRBA Case No. 39576	NOTICE OF ISSUANCE OF SPECIAL MASTER'S RECOMMENDATION Water Right(s): 65-22329

On April 15, 2004, Special Master JOHN M MELANSON issued a SPECIAL MASTER'S RECOMMENDATION for the above subcase(s) pursuant to SRBA Administrative Order 1 (AO1), Section 13a.

Pursuant to SRBA Administrative Order 1, Section 13a, any party to the adjudication including parties to the subcase, may file a Motion to Alter or Amend on or before the 28th day of the next month.

Failure of any party in the adjudication to pursue or participate in a Motion to Alter or Amend the SPECIAL MASTER'S RECOMMENDATION shall constitute a waiver of the right to challenge it before the Presiding Judge.

DATED April 15, 2004.

Julie Murphy
JULIE MURPHY
Deputy Clerk

DISTRICT COURT-SRBA
TWIN FALLS CO.,IDAHO
FILED
2004 APR 15 PM 4 40

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

In Re SRBA)
)
Case No. 39576)
)

CERTIFICATE OF MAILING

Water Right(s): 65-22329

CERTIFICATE OF MAILING

I certify that a true and correct copy of the SPECIAL MASTER'S REPORT, SPECIAL MASTER'S RECOMMENDATION FOR PARTIAL DECREE and NOTICE OF ISSUANCE OF SPECIAL MASTER'S REPORT AND RECOMMENDATION were mailed on April 15, 2004, with sufficient first-class postage prepaid to the following:

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

UNITED STATES OF AMERICA
Represented by:
DAVID W GEHLERT
US DEPARTMENT OF JUSTICE
ENVIRONMENT & NATRUAL RESOURCE
550 WEST FORT STREET, MSC 033
BOISE, ID 83724

GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND, ID 83629

Julie Murphy
JULIE MURPHY
Deputy Clerk

ARCVIEW UPDATED JL

IDAHO DEPARTMENT OF WATER RESOURCES

AMENDED RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-22329

NAME AND ADDRESS: GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: ~~0.28 CFS~~ 0.160 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12 NWSE Within BOISE County Source: PORTER CREEK

T07N R03E S7 SWNW Lot 2 Within BOISE County Source: PORTER CREEK

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 11/01	~~0.28~~ 0.160 CFS
STOCKWATER	01/01 12/31	0.030 CFS

PLACE OF USE: IRRIGATION Within BOISE County

~~T07N R02E S13~~	~~NENW~~	~~11.0~~	~~T07N R02E S13~~	~~NWNW~~	~~3.0~~
T07N R02E S12	SWSW	0.8	T07N R02E S13	NWNW	7.0

STOCKWATER same as IRRIGATION

~~14 ACRES TOTAL~~ 7.8 ACRES TOTAL

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

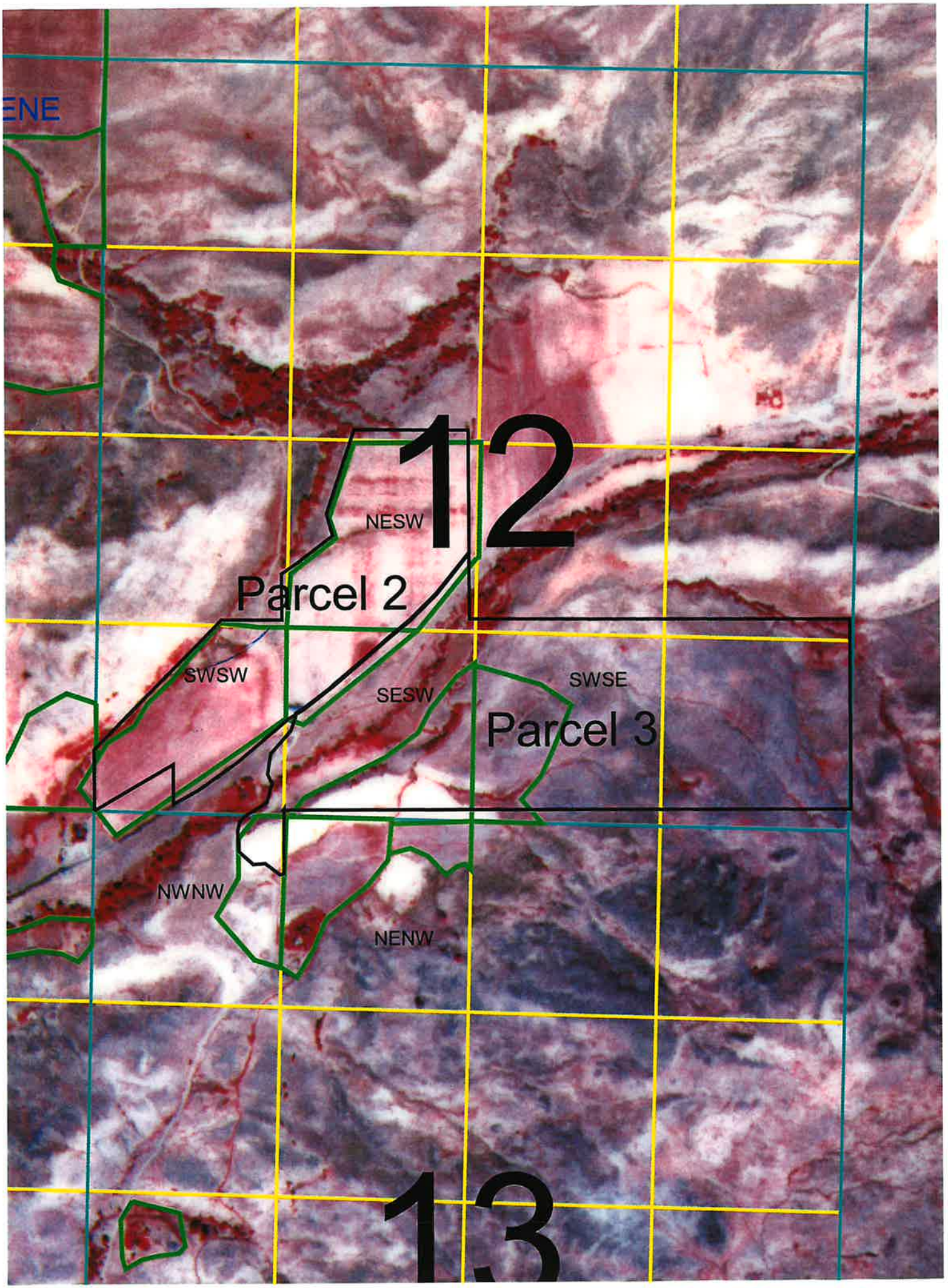
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

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

STOCKWATER USE IS FOR 100 RANGE CATTLE.

EXPLANATORY MATERIAL: Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.


ENE
12
NESW
Parcel 2
SWSW
SESW
SWSE
Parcel 3
NWNW
NENW
13

Idaho Dept. of Water Resources

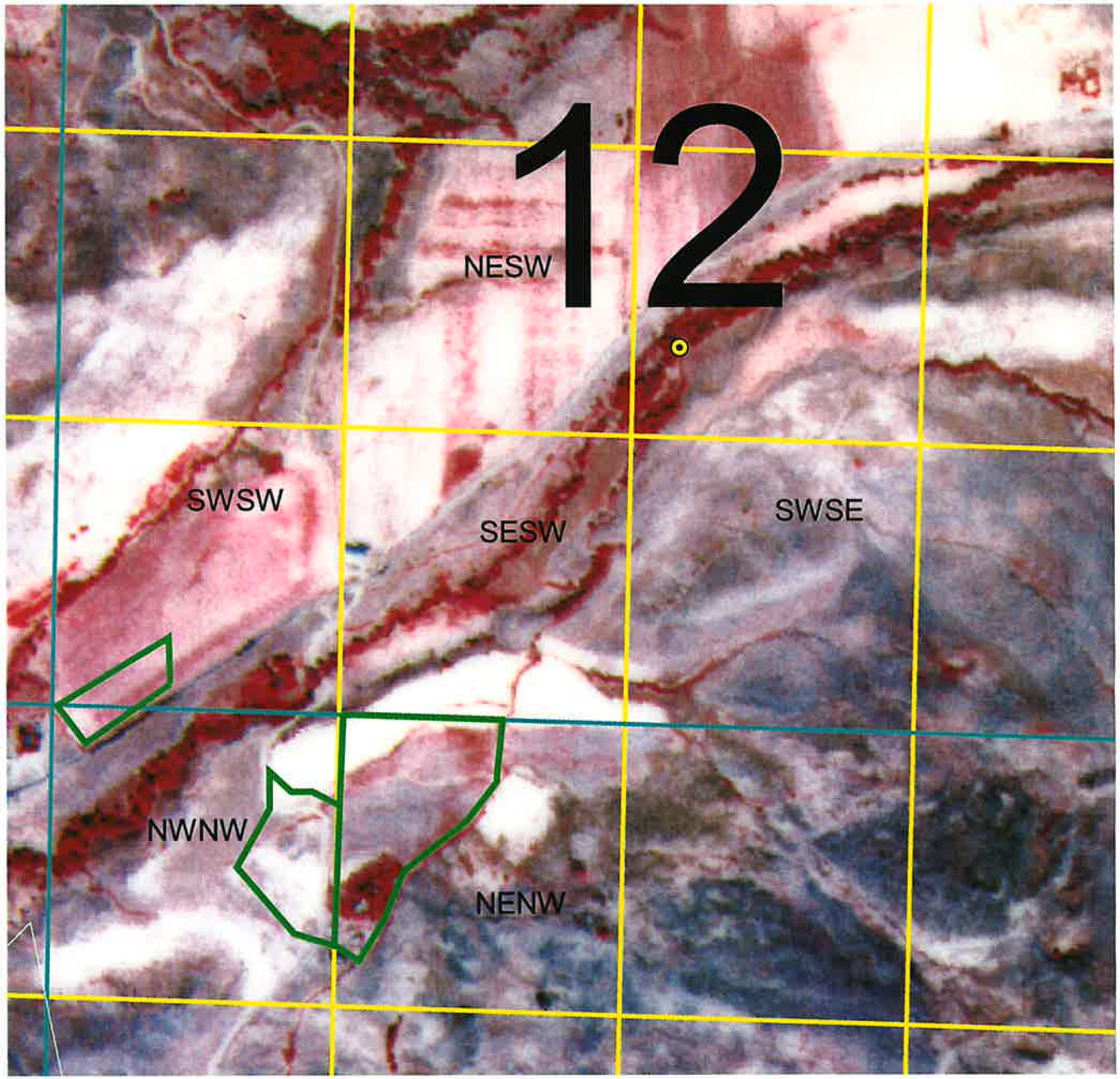
Claim No(s): 65-22327
65-22329
T7N, R2E,S 12, 13
Prepared by: Sue Bock
Date: 2/01/2001

Place of Use

Point of Diversion

Section lines

1/4 1/4 lines



1987 NAPP Photo

Idaho Dept. of Water Resources

Claim No(s): 65-22329
T7N, R2E, S 12, 13
Prepared by: Sue Bock
Date: 8/2/2002

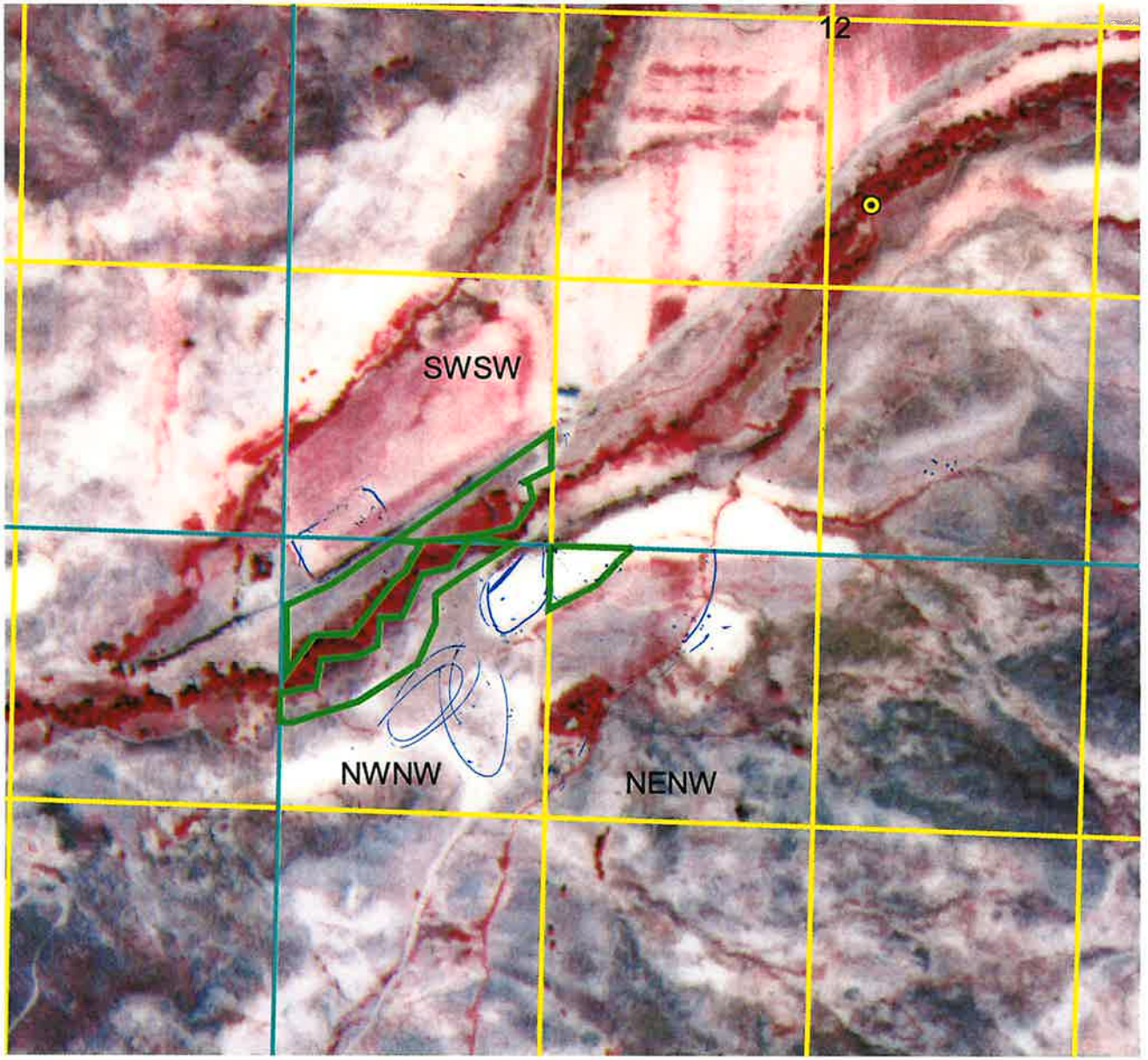
Place of Use

Point of Diversion

Section lines

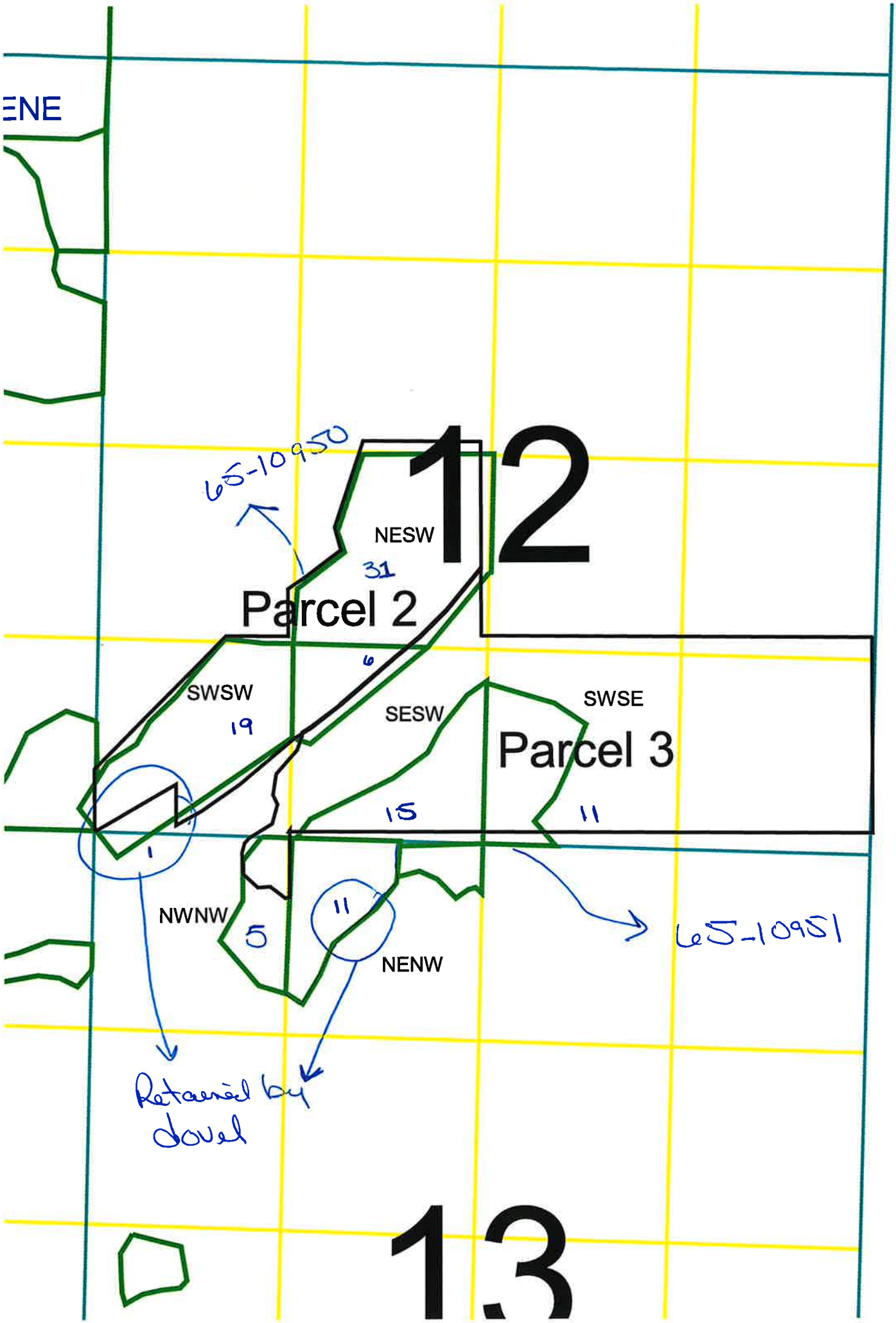
1/4 1/4 lines





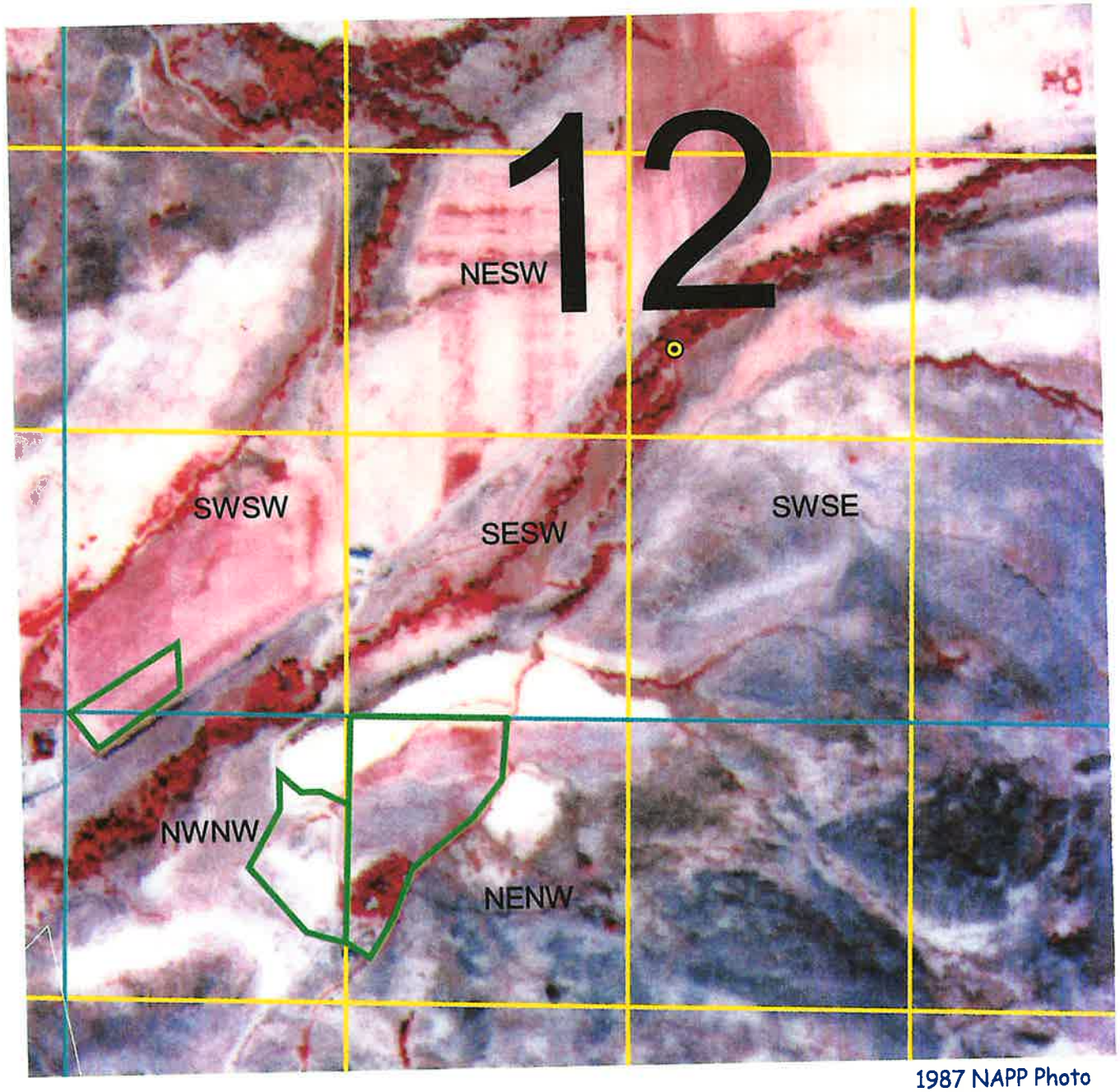
1987 NAPP Photo

700 0 700 1400 Feet


ENE
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65-10950
NESW
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Parcel 2
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SWSW
19
SESW
SWSE
Parcel 3
15
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NWNW
5
11
NENW
65-10951
Retained by
Duval
13

Idaho Dept. of Water Resources

Claim No(s): 65-22327
65-22329
T7N, R2E,S 12, 13
Prepared by: Sue Bock
Date: 2/01/2001



1987 NAPP Photo

Place of Use

Point of Diversion

Section lines

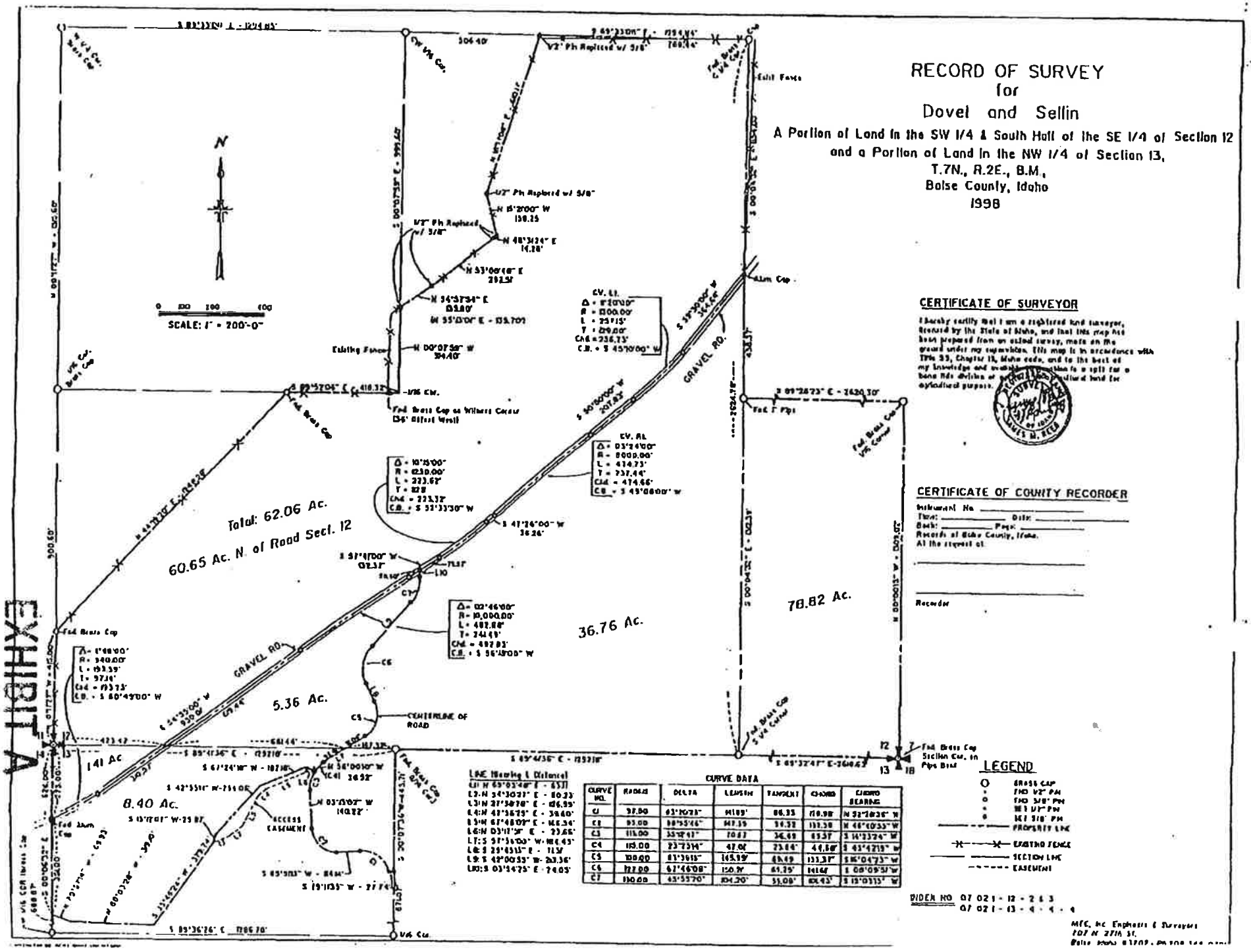
1/4 1/4 lines

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09/17/98 15:20 ☎2084664498 EISMANN LAW OFF. 010

RECORD OF SURVEY
for
Dovel and Sellin

A Portion of Land in the SW 1/4 & South Half of the SE 1/4 of Section 12
and a Portion of Land in the NW 1/4 of Section 13,
T.7N., R.2E., B.M.,
Boise County, Idaho
1998



CERTIFICATE OF SURVEYOR

I hereby certify that I am a registered land surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey, made on the ground under my supervision. This map is in accordance with Title 55, Chapter 19, Idaho code, and to the best of my knowledge and belief, it is a split for a bona fide division of unsubdivided land for agricultural purposes.

JAMES M. REES

CERTIFICATE OF COUNTY RECORDER

Instrument No. _____
Time: _____ Date: _____
Book: _____ Page: _____
Records of Boise County, Idaho.
At the request of:

_____

_____
Recorder

CURVE DATA

CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	97.50	63°20'28"	161.89'	88.35	170.98	N 32°26'36" W
C2	93.00	88°55'46"	147.39	93.32	133.38	N 46°10'33" W
C3	115.00	35°58'41"	72.23	36.99	69.37	S 14°33'24" W
C4	185.00	23°73'54"	47.06	23.66	46.88	S 43°47'19" W
C5	100.00	81°30'15"	145.99'	89.49	133.31'	S 16°04'13" W
C6	127.00	62°46'08"	130.99'	69.39'	124.64'	S 08°09'51" W
C7	100.00	45°55'20"	80.20'	33.09'	78.43'	S 19°03'15" W

LINE Bearing & Distance

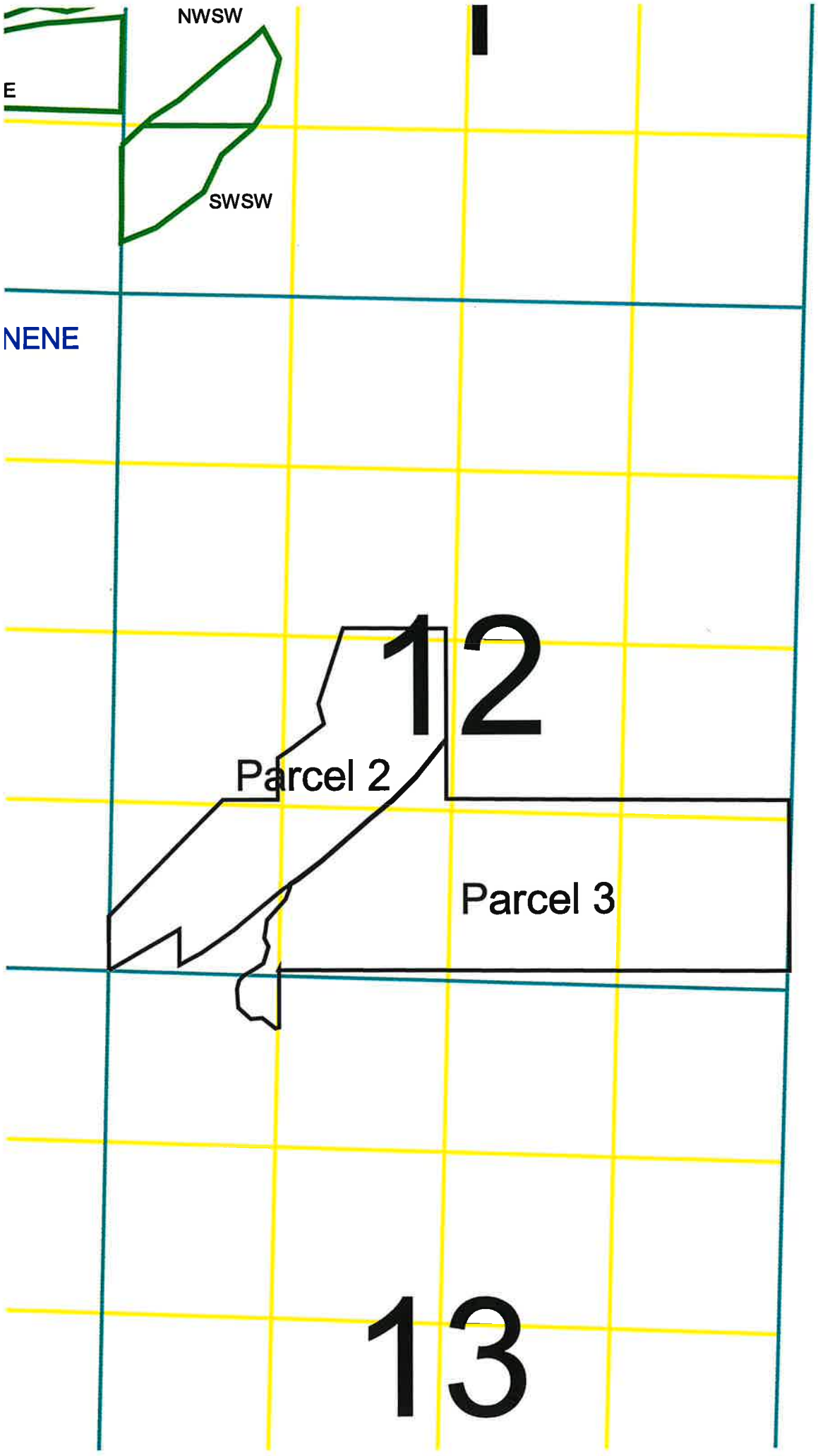
L1: N 63°03'48" E - 65.31	
L2: N 34°30'21" E - 80.23	
L3: N 21°38'28" E - 126.99	
L4: N 41°36'29" E - 38.40	
L5: N 61°48'09" E - 168.36	
L6: N 03°11'29" E - 23.66	
L7: S 51°34'00" W - 88.45	
L8: S 25°45'15" E - 71.59	
L9: S 49°00'53" W - 243.36	
L10: S 03°54'25" E - 74.05	

LEGEND

- O BRASS CAP
- • FND 1/2" PIN
- • FND 5/8" PIN
- • SET 1/2" PIN
- • SET 5/8" PIN
- PROPERTY LINE
- EXISTING FENCE
- SECTION LINE
- EASEMENT

VIDEN NO. 07 02 1 - 12 - 2 & 3
07 02 1 - 13 - 4 - 1 - 4

MEC, Inc. Engineers & Surveyors
707 N. 27th St.
Boise, Idaho 83702 - (208) 336-4646


NWSW
E
SWSW
NENE
12
Parcel 2
Parcel 3
13

IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-22329

NAME AND ADDRESS: GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.280 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12 NWSE Within BOISE County Source: PORTER CREEK

T07N R03E S7 SWNW Lot 2 Within BOISE County Source: PORTER CREEK

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 11/01	0.280 CFS
STOCKWATER	01/01 12/31	0.030 CFS

PLACE OF USE: IRRIGATION Within BOISE County

T07N R02E S12 NENW 11.0 T07N R02E S13 NWNW 3.0

STOCKWATER same as IRRIGATION

14.0 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.

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

STOCKWATER USE IS FOR 100 RANGE CATTLE.

EXPLANATORY MATERIAL: Decreed

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 16, 2003

GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND ID 83629

RE: Water Right No. 65-22327 & 65-22329

Dear Property Owner(s):

Enclosed is a copy of the above referenced water right(s), which reflects the necessary name change for the land and appurtenant water rights, covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

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

Sincerely,

Denise Hatfield

Denise Hatfield
Office Specialist 1
Adjudication Section
Western Region

DH: dh

Enclosures

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	)	**Water Rights: 65-22327 & 65-22329**
	)	
	)	
Case No. 39576	)	**NOTICE OF COMPLETED ADMINISTRATIVE PROCEEDING**
	)	
	)	

IDWR has completed the following administrative proceeding:

☐ Address change

☒ Substitution of Party – *Name Removal*

☐ IC § 42-222 transfer

- ☐ Point of diversion
- ☐ Place of use
- ☐ Period of use
- ☐ Nature of use
- ☐ Split of water right
- ☐ Change in ownership
- ☐ Other

☐ IC § 42-219 license

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

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

DATED: April 15, 2003

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 16, 2003, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court Snake River Basin Adjudication P.O. Box 2707 Twin Falls, ID 83303-2707	___ overnight mail _X_ regular mail ___ hand-delivered ___ facsimile

2. Copies to:

Clive Strong Office of the Attorney General Statehouse Mail Boise, ID 83720-0010	___ overnight mail _X_ regular mail ___ hand-delivered ___ facsimile
United States Dept of Justice Environment & Natural Resource Div 550 West Fort Street MSC 033 Boise ID 83724	___ overnight mail _X_ regular mail ___ hand-delivered ___ facsimile

3. Copies to all parties to the subcase:

Elisabeth Wallace ***(Former Owner)*** Rt 1 Box 61 Horseshoe Bend ID 83629	___ overnight mail _X_ regular mail ___ hand-delivered ___ facsimile
George Dovel ***(Current Owner)*** 434 Pioneer Rd Horseshoe Bend ID 83629	___ overnight mail _X_ regular mail ___ hand-delivered ___ facsimile

Denise Hatfield

Signature of person mailing this document

Attached Paperwork:

Elisabeth Wallace deeds to Wallace Corporation. w/ articles of Wallace Corp attached.

Wallace Corp deeds to Dovel.

Wallace death certificate.

Power of attorney puts Dovel in charge.

Dovel deeds (on behalf of Wallace) to Dovel Soley.

RECEIVED

APR 0 1 2003

WATER RESOURCES
WESTERN REGION

Form 42-248/42-1409(6) July, 2000

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	65-22327				
	65-22329				

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

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

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

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

OR

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

3. Name and Address of Former Owner/Claimant(s): George Dovel (½ int.) Elisabeth V. Wallace (½ int)

4. New Owner/Claimant(s): George Dovel
Name Connector (Check one): [ ] and, [ ] or, [ ] and/or

New Mailing Address: 434 Pioneer Road

City, State and ZIP Code: Horseshoe Bend, ID 83629

New Telephone Number: (208) 793-2768

5. Date you acquired the property: 4-5-82 (½) 4-17-98 (all)

RECEIVED
APR 0 1 2003
WATER RESOURCES
WESTERN REGION

To: Jan Shurte, IDWR Western Region
From: George Dovel
Date: April 1, 2003
Subject: Notice of Change in Water Right Ownership

Hand Delivered

The attached proofs of chain of title include the following:

1. General (Durable) Power of Attorney from Elisabeth V. Wallace to George Dovel, dated October 31, 1989 and recorded in Boise County on 11/1/89.
2. Articles of Incorporation for Wallace Corporation, dated and recorded January 18, 1990, a sole corporation formed by George Dovel to administer the affairs of Elisabeth V. Wallace after she was declared incapable of handling her affairs.
3. Bargain and Sale deed by George Dovel, Attorney in Fact for Elisabeth V. Wallace, dated January 18, 1990, recorded 1/22/90, transferring her undivided ½ interest in the subject property and water rights to Wallace Corporation.
4. February 8, 1996 Idaho Certificate of Death certifying that Elisabeth V. Wallace died on February 7, 1996.
5. Bargain and Sale Deed, dated April 17, 1998, transferring title of ½ interest in subject property, and water rights from Wallace Corporation to George Dovel. This instrument was recorded jointly with the following Bargain and Sale deed on October 23, 1998.
6. Bargain and Sale Deed, dated October 15, 1998, transferring subject property and water rights from George Dovel, personal representative of Elisabeth V. Wallace decedent to George Dovel. This (apparently unnecessary) instrument was requested by Mountain View Title Company prior to the sale of a portion of the property and water rights to Randy and Amy Heffner and was recorded jointly with the foregoing April 17, 1998 deed to George Dovel on October 23, 1988.

Transfers of ownership:

1. April 5, 1982 - Elisabeth V. Wallace and George Dovel purchase original property and water rights from Angel and Rosa I. Madarieta (see IDWR records).
2. November 15, 1989 - Elisabeth V. Wallace and George Dovel transfer portion of original property, but no water rights, to Angel and Rosa I. Madarieta (see SRBA file).
3. January 18, 1990 - Elisabeth V. Wallace ½ interest to Wallace Corporation.
4. April 17, 1998 – Wallace Corporation ½ interest to George Dovel.
5. October 15, 1998 - Portion of property and water rights transferred from George (and Patti) Dovel to Randy and Amy Heffner. George Dovel retained the 13.76 acres and the water rights described in said warranty deed (see SRBA file).

If you have any questions or need additional information, please call 793-2768 or email gdovel@mindspring.com

Thank you.

P1666899

RECEIVED
APR 0 1 2003
WATER RESOURCES
WESTERN REGION

BARGAIN AND SALE DEED

THE GRANTOR is **George Dovel**, the personal representative of the **Estate of Elisabeth Virginia Wallace, decedent**, having been duly appointed as such on the date of October 7, 1997, by order of the Magistrate's Division of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, (herein called grantor) whose current address is 434 Pioneer Road, Horseshoe Bend, ID 83629.

THE GRANTEE is **George Dovel**, a married man dealing with his sole and separate property, (herein called grantee) whose current address is 434 Pioneer Road, Horseshoe Bend, ID 83629.

FOR VALUE RECEIVED, the grantor hereby bargains, sells and conveys unto the grantee **AN UNDIVIDED ONE-HALF INTEREST** in those premises situated in Boise County, Idaho, and described in Exhibit A which is attached hereto and by this reference incorporated herein and made a part hereof.

TOGETHER with all water rights, ditch rights, rights of way, improvements, fixtures, tenements, hereditaments and appurtenances thereto belonging or used in connection therewith.

SUBJECT to the following: all current taxes and assessments of every kind whatsoever; all patent and state deed reservations; the bonded debt of all taxing units; all repayment contracts between any irrigation district in which the premises may be situated and the United States; and all rights of way over the premises regardless of how evidenced or acquired and whether the same appear of record or not.

TO HAVE AND TO HOLD the premises and its appurtenances unto the grantee and the grantee's successors and assigns forever.

INTERPRETATION: The date this deed is dated immediately below is the date on which it will take effect.

DATED: OCT 15 1998

INST# 170741
REQUEST Mtn View
98 OCT 23 PM 3:57
BOISE COUNTY RECORDER
BY JWilliston
TYPE Deed FEE 12.00/ck

SIGNED BY THE GRANTOR: 170741

ESTATE OF ELISABETH VIRGINIA WALLACE, decedent

4 pgs

By George Dovel
George Dovel, personal representative

Dovel (as personal rep. for Wallace) Deeds to Dovel Solely.

STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared **GEORGE DOVEL,** known to me to be the person whose name is subscribed to the within instrument as the personal representative of the Estate of Elisabeth Virginia Wallace, and acknowledged to me that he executed the same as such personal representative.

WITNESS my hand and seal on OCT 15 1998.

Janice L. Sargent Notary Public.

JANICE L. SARGENT
Notary Public - State of Idaho

The E½SW¼, S½SE¼, SW¼SW¼, Section 12, and NW¼NW¼, Section 13, Township 7 North, Range 2 East, B.M., excepting therefrom the following described lands:

EXCEPTION NO. 1:

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING.

EXHIBIT A

EXCEPTION NO. 2:

A triangular tract of land located in the Northwest Corner of the Southwest Quarter of the Southwest Quarter, Section 12, Township 7 North, Range 2 East, of the Boise Meridian, Boise, described as follows:

Commencing at the Southwest Corner of said Section 12, thence North 6.41 chains to the place of beginning; thence North 13.60 chains; thence East 13.44 chains; thence Southwesterly 19.12 chains to the point of beginning.

EXHIBIT A

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

NAME
STREET ADDRESS
CITY
STATE
ZIP

Boise County Idaho ss
Request of George Dovel
Time 1:52 M.T
Date 11/1/89
134502
Arlene C. Kolar
By Nola Dyer Deputy
Fee $3.00

9003499

Ada County, Idaho
Request of George Dovel
TIME 8:21 P
DATE 1-19-90
JOHN BASTIDA
RECORDER
By

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

POWER OF ATTORNEY — GENERAL [includes optional DURABLE POWER OF ATTORNEY]

KNOW ALL PERSONS BY THESE PRESENTS: That I, Elisabeth V. Wallace of San Juan Capistrano, County of Orange, California

the undersigned (jointly or severally, if more than one) hereby make, constitute and appoint George Dovel of Horseshoe Bend, County of Boise, Idaho

my true and lawful Attorney for me and in my name, place and stead and for my use and benefit:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand;

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto, to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(c) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same, and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security, and to loan money and receive negotiable or non-negotiable notes therefor with such security as he/she shall deem proper;

(e) To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein I am or may be trustor or beneficiary; to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, note, debenture or other security, to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof;

(f) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises;

(g) [Strike if not applicable.] This Power of Attorney shall not be affected by subsequent incapacity of the principal [and shall remain effective for a period of _____ years after the disability or incapacity occurs];

(h) [Strike if not applicable.] ~~This power of attorney shall become effective upon the incapacity of the principal [and shall remain effective for a period of _____ years after the disability or incapacity occurs].~~

(i) If (g) and/or (h) are not stricken, the following warning applies - **WARNING TO PERSON EXECUTING THIS DOCUMENT:**

This is an important legal document. It creates a durable power of attorney. Before executing this document, you should know these important facts:

1. This document may provide the person you designate as your attorney in fact with broad powers to manage, dispose, sell, and convey your real and personal property and to borrow money using your property as security for the loan.

2. These powers will exist for an indefinite period of time unless you limit their duration in this document. These powers will continue to exist notwithstanding your subsequent disability or incapacity.

3. You have the right to revoke or terminate this power of attorney.

4. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situate.

My said Attorney is empowered hereby to determine in his/her sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him/her pursuant hereto; and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 31st day of October, 1989

Elisabeth V. Wallace
ELISABETH V. WALLACE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On this 31st day of OCTOBER, in the year 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared ELISABETH V. WALLACE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed it.

WITNESS my hand and official seal.

Susan Wernet
Notary Public in and for said State.

OFFICIAL SEAL
SUSAN WERNET
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My comm. expires MAY 14, 1993

POWER OF ATTORNEY-GENERAL-[includes optional DURABLE POWER OF ATTORNEY]
WOLCOTTS FORM 1400—Rev. 12-86
©1986 WOLCOTTS, INC (price class 3)

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

Power of Atty Dovel for Wallace

Wallace

death cert.

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE ~~CENTER FOR HEALTH STATISTICS~~

FEB - 8 1996

State of Idaho
CERTIFICATE OF DEATH

679

State File No.

Local Reg. No.

ONLY A COPY OF THIS DOCUMENT, CERTIFIED BY THE STATE REGISTRAR, WITH THE SEAL OF HEALTH & WELFARE RAISED SEAL, SHALL BE USED AS PRIMA FACIE EVIDENCE OF THIS DEATH UNDER IDAHO CODE 39-270 & 39-271

DECEDENT

TYPE OR PRINT IN PERMANENT BLACK INK. DO NOT USE FELT TIP PEN.

1. DECEDENT — NAME: First: ELISABETH; Middle: VIRGINIA; Last: WALLACE
2. SEX: FEMALE
3. DATE OF DEATH (Month, Day, Year): FEBUARY 7, 1996
4. SOCIAL SECURITY NUMBER: 523-34-4425
5. AGE - Last Birthday (Yrs.): 73
6. UNDER 1 YEAR: Months / Days
7. UNDER 1 DAY: Hours / Mins.
8. DATE OF BIRTH (Month, Day, Year): APRIL 25, 1922
9. BIRTHPLACE (City and State or Foreign Country): HARRISONBURG, VA
10. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No
11. PLACE OF DEATH (Check only one): HOSPITAL (1) ☐ Inpatient (2) ☐ ER/Outpatient (3) ☐ DOA; OTHER (4) ☐ Long-Term Care Facility (5) ☒ Own Residence (6) ☐ Other Private Residence (7) ☐ Other (Specify)
12. FACILITY NAME AND ADDRESS (If not a hospital, enter name of place, street and number): 739 E. PARKCENTER BLVD.
13. CITY, TOWN OR LOCATION OF DEATH: BOISE
14. COUNTY OF DEATH: ADA
15. MARITAL STATUS — Married, Never Married, Widowed, Divorced (Specify): WIDOWED
16. SURVIVING SPOUSE (If wife, give maiden name):
17. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.): PROGRAM SUPERVISOR (A.I.D.)
18. KIND OF BUSINESS / INDUSTRY: U.S. STATE DEPT.
19. RESIDENCE STATE: IDAHO
20. COUNTY: ADA
21. CITY, TOWN OR LOCATION: BOISE
22. STREET AND NUMBER: 739 E. PARKCENTER BLVD.
23. ZIP CODE: 83706
24. INSIDE CITY LIMITS? ☒ Yes ☐ No
25. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes — If yes, specify Cuban, Mexican, Puerto Rican, etc.): ☐ Yes ☒ No (Specify):
26. RACE — American Indian, Black, Japanese, White, etc. (Specify): WHITE
27. DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): 12; College (1-4 or 5+): —0—

PARENTS

28. FATHER — NAME: ROBERT AUSTIN DOVEL
29. BIRTHPLACE: VIRGINIA
30. MOTHER — FULL MAIDEN NAME: ALICE AHL SHIFFLETT
31. BIRTHPLACE: MARYLAND

INFORMANT

32. INFORMANT'S NAME (Type/Print): GEORGE DOVEL
33. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): RT. 1 BOX 61, HORSESHOE BEND, IDAHO 83629

DISPOSITION

34. METHOD OF DISPOSITION: ☐ Burial ☐ Cremation ☒ Removal from Idaho ☐ Donation ☐ Other (Specify)
35. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): WOODBIND CEMETERY
36. LOCATION — City or Town, State: HARRISONBURG, VIRGINIA
37. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: [signature]
38. LICENSE NUMBER (If Licensee): M-749
39. NAME AND ADDRESS OF FACILITY: RELYEA FUNERAL CHAPEL, BOISE, IDAHO

40. TIME OF DEATH: 7:00 pm
41. DATE PRONOUNCED DEAD (Month, Day, Year): FEB. 7, 1996
42. WAS CASE REFERRED TO CORONER? ☒ Yes ☐ No
43. MANNER OF DEATH (Check One): ☒ Natural ☐ Homicide ☐ Suicide ☐ Accident ☐ Pending Investigation ☐ Could Not Be Determined

CAUSE OF DEATH

44. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.

IMMEDIATE CAUSE (Final disease or condition resulting in death): a. IMMEDIATE CAUSE: Atherosclerotic cardio vascular disease, probable — Approximate Interval Between Onset and Death: ---

DUE TO (or as a consequence of):

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST: b. DUE TO (or as a consequence of):

c. DUE TO (or as a consequence of):

d.

45. PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I: Hypertension

46. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No

47. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ Yes ☐ No

CERTIFIER

IF DEATH WAS DUE TO OTHER THAN NATURAL CAUSES, THE CORONER MUST COMPLETE AND SIGN THE CERTIFICATE

CERTIFIER (Check only one)

☐ PHYSICIAN — To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.

☒ CORONER — On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner as stated.

48. SIGNATURE AND TITLE OF CERTIFIER: [signature] Chief Deputy
49. LICENSE NUMBER: ---
50. DATE SIGNED (Month, Day, Year): 2-8-96
51. NAME AND ADDRESS OF CERTIFIER (Type/Print): ADA COUNTY CORONER 6169 CLINTON ST. , BOISE IDAHO 83704

TO BE USED FOR EXTERNAL CAUSES ONLY

52. DATE OF INJURY (Mo., Day, Yr.):
53. HOUR OF INJURY:
54. DESCRIBE HOW INJURY OCCURRED:
55. INJURY AT WORK? ☐ Yes ☐ No
56. IF TRANSPORTATION ACCIDENT, Specify: ☐ Driver ☑ Passenger ☐ Pedestrian ☐ Other
57. PLACE OF INJURY — At home, farm, street, factory, office building, etc. (Specify):
58. LOCATION (Street or Route Number, City/Town, or County; and State):

CORONER'S REVIEW AREA

59. CORONER'S ACTION (Check One): (1) ☐ Reviewed Only (2) ☐ Reviewed and/or Amended, and Certified
60. CORONER'S SIGNATURE:
61. DATE SIGNED (Month, Day, Year):

REGISTRAR

62. REGISTRAR'S SIGNATURE: [signature], asst
63. DATE FILED (Month, Day, Year): FEB - 8 1996

I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

DATE ISSUED: FEB 0 8 1996

JANE S. SMITH
State Registrar

P11616899

RECEIVED
APR 0 1 2003
WATER RESOURCES
WESTERN REGION

BARGAIN AND SALE DEED

THE GRANTOR is **Wallace Corporation**, an Idaho corporation, (herein called grantor).

THE GRANTEE is **George Dovel**, the personal representative of the **Estate of Elisabeth Virginia Wallace, decedent**, having been duly appointed as such on the date of October 7, 1997, by order of the Magistrate's Division of the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, (herein called grantee) whose current address is 434 Pioneer Road, Horseshoe Bend, ID 83629.

FOR VALUE RECEIVED, the grantor hereby bargains, sells and conveys unto the grantee **AN UNDIVIDED ONE-HALF INTEREST** in those premises situated in Boise County, Idaho, and described in Exhibit A which is attached hereto and by this reference incorporated herein and made a part hereof.

TOGETHER with all water rights, ditch rights, rights of way, improvements, fixtures, tenements, hereditaments and appurtenances thereto belonging or used in connection therewith.

SUBJECT to the following: all current taxes and assessments of every kind whatsoever; all patent and state deed reservations; the bonded debt of all taxing units; all repayment contracts between any irrigation district in which the premises may be situated and the United States; and all rights of way over the premises regardless of how evidenced or acquired and whether the same appear of record or not.

TO HAVE AND TO HOLD the premises and its appurtenances unto the grantee and the grantee's successors and assigns forever.

INTERPRETATION: The date this deed is dated immediately below is the date on which it will take effect.

DATED: April 17, 1998

SIGNED BY THE GRANTOR:

170742

WALLACE CORPORATION

By George Dovel
George Dovel, President

INST# 170742
REQUEST Mtn View
98 OCT 23 PM 3:59
BOISE COUNTY RECORDER
BY Dewellington
TYPE Deed FEE 12.00/ck
4 pge

Wallace Corp to George Dovel

STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared **GEORGE DOVEL**, known to me to be the president of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

WITNESS my hand and seal on APR 17 1998.

Janice L Sargent Notary Public.

JANICE L. SARGENT
Notary Public - State of Idaho

The E½SW¼, S½SE¼, SW¼SW¼, Section 12, and NW¼NW¼, Section 13, Township 7 North, Range 2 East, B.M., excepting therefrom the following described lands:

EXCEPTION NO. 1:

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

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South 67°24'18" West 187.18 feet to an iron pin; thence
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EXHIBIT A

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Commencing at the Southwest Corner of said Section 12, thence North 6.41 chains to the place of beginning; thence North 13.60 chains; thence East 13.44 chains; thence Southwesterly 19.12 chains to the point of beginning.

EXHIBIT A

Articles of Wallace Corp

RECEIVED
APR 0 1 2003
WATER RESOURCES
WESTERN REGION

COPY
ORIGINAL

JAN 18 3 53 PM '90

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

WALLACE CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, being a natural person of full age, in order to form a corporation for the purposes hereinafter stated under and pursuant to the provisions of the Idaho Business Corporation Act and acts amendatory thereof and supplementary thereto, do hereby certify as follows:

FIRST: The name of this corporation is "**WALLAC CORPORATION**".

SECOND: The purposes and objects for which this corporatio is formed are as follows:

a. To engage in any commercial, industrial, mining an agricultural enterprise permitted under all applicable law and to transact all lawful business for which corporations ma be incorporated under the Idaho Business Corporation Act.

b. To buy, contract to buy, lease, receive, manufacture, produce, or otherwise acquire; to hold, own, lease, operate, manage, improve, develop, or otherwise use; to mortgage, pledge or otherwise encumber; to assign, sell, contract to sell, exchange, give or otherwise dispose of; and to import, export, distribute or otherwise deal in and with personal property of every kind, whether now known or hereafter to be discovered or invented.

c. To buy, contract to buy, lease, receive, or otherwise acquire; to hold, own, occupy, operate, manage, improve, develop, or otherwise use; to mortgage, pledge, or otherwise encumber; and to convey, sell, contract to sell, exchange, give or otherwise dispose of and deal in real property including its appurtenances and each and every right, interest or estate therein.

d. To buy, contract to buy, receive, or otherwise acquire; to hold, own, manage, vote or otherwise use; to assign as security, pledge or otherwise encumber; and to sell, contract to sell, exchange, assign, endorse, give or otherwise dispose of and deal in all kinds of stocks, bonds, securities, negotiable instruments, contracts, mortgages or other evidence of indebtedness.

EISMANN LAW OFFICES
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6416
(208) 467-3100

EISMANN LAW OFFICES
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6416
(208) 467-3100

e. To make, perform and carry out contracts of every kind for any lawful purpose and for any amount with any person, firm, association or corporation, either public or private, or with any city, county, state or government or any agency thereof.

f. To arrange credit and borrow money from any private, commercial or government source; to evidence such borrowings by issuing negotiable and non-negotiable contracts, bonds, debentures, promissory notes or other evidence of indebtedness; and to secure such borrowings, contracts or any of the obligations of the corporation or of any other person, firm, association or corporation by issuing assignments for security, pledges, mortgages, trust deeds or any other forms of encumbrances upon all or any part of the assets of the corporation.

g. To evidence, guarantee or otherwise become liable or responsible for the debts or performance of any person, firm, association or corporation, and to loan money and extend credit in any amount, with or without security, to any person, firm, association or corporation.

h. To act as agent, factor, broker, middleman, forwarder or in any other capacity for any person, firm, association or corporation.

i. To employ employees, agents, brokers, salesmen or persons, firms, associations or corporations in any other capacity for carrying on any business of the corporation.

j. To buy, acquire, hold, sell, exchange, re-issue or cancel any shares of its own capital stock but the shares of its own capital stock belonging to the corporation shall not be voted directly or indirectly.

k. To organize and become a member of a partnership; and to organize, incorporate and reorganize subsidiary corporations, joint stock companies and associations for any purpose permitted by law.

l. To have and to exercise any and all powers and privileges now or hereafter conferred by the laws of the State of Idaho upon corporations formed under any of the general corporation laws of the State of Idaho, or under any acts amendatory thereof or supplementary thereto or substituted therefor.

m. To exercise all of the powers and purposes provided in these articles by and through its Board of Directors without

EISMANN LAW OFFICES
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6416
(208) 467-3100

the necessity of securing the authorization of the shareholders.

The purposes specified herein shall be construed as purposes and powers and shall not be limited or restricted by reference to or inference from the terms of any other clause in this or any other article. The purposes and powers specified in each of the clauses herein shall be regarded as independent purposes and powers and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any manner the meaning of general terms or of the general powers of the corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature not expressed.

THIRD: This corporation is to have perpetual existence.

FOURTH: The location of and post office address of the registered office of this corporation is Route 1, Box 61, Horseshoe Bend, Idaho 83629 and the name of the registered agent at that address is George Dovel.

FIFTH: The corporation shall have authority to issue in the aggregate 1,000 shares of common stock of one class only and all such shares shall be without par value.

SIXTH: The name and post office address of each incorporator is as follows:

George Dove whose address is Route 1, Box 61
Horseshoe Bend, ID 83629

SEVENTH: One director shall constitute the initial board of directors and the name and post office address of such initial director who is to serve until the first annual meeting of the shareholders or until a successor is elected and qualifies is as follows:

George Dove whose address is Route 1, Box 61
Horseshoe Bend, ID 83629

EIGHTH: The private property of the shareholders shall not be subject to the payment of corporate debts to any extent whatsoever, and the shares of this corporation shall not be subject to the assessments for the purpose of paying expenses, conducting business or paying debts of this corporation.

NINTH: The number of directors of this corporation shall be as specified in the by-laws and such number may be increased

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or decreased in such manner as may be provided by the by-laws but the number of directors shall not be less than one.

TENTH: Shareholders shall have the preemptive right provided by the laws of the State of Idaho to acquire unissued or treasury shares or securities convertible into such shares or carrying a right to subscribe to or acquire shares of this corporation.

ELEVENTH: At each election for directors each shareholder shall have the right of cumulative voting.

TWELFTH: The power to adopt, alter, amend or repeal by-laws or adopt new by-laws, subject to repeal or change by action of the shareholders, is vested in the board of directors, except that the board of directors shall have no power to alter, amend, repeal or change a by-law adopted by the shareholders.

THIRTEENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in these articles of incorporation in the manner now or hereafter provided by law by the affirmative vote in person or by proxy of the holders of two-thirds of the shares entitled to vote thereon at any annual meeting of the shareholders or any special meeting duly called for the purpose, except where the laws of the State of Idaho provide otherwise.

DATED: January 18, 1990

George Dovel

George Dovel, Incorporator.

STATE OF IDAHO, County of Canyon) ss

On this day, before me the undersigned notary public for such state, personally appeared **GEORGE DOVEL** known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and seal on JAN 18 1990.

Janice L. Sargent

Notary Public.

JANICE L. SARGENT
Notary Public - State of Idaho

Telephone (208) 467-3100
Facsimile (208) 466-4498

EISMANN LAW OFFICES
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6416

RICHARD B. EISMANN
JACK D. SWAFFORD

RECEIVED
APR 0 1 2003
WATER RESOURCES
WESTERN REGION

January 19, 1990

Boise County Recorder
Boise County Courthouse
Idaho City, ID 83631

Re: Elisabeth V. Wallace/Wallace Corporation

Dear Recorder:

Enclosed please find the following:

1. Original Bargain and Sale Deed together with our check in the amount of $9.00 in payment of the recording fee.

2. Six copies of Power of Attorney recorded November 1, 1989, as Instrument No. 134502 together with our check in the amount of $9.00 in payment of the certification fee.

Please record the deed, certify the six copies of the Power of Attorney and return all documents to me in the envelope provided.

If you have any questions, please give me a call.

Thank you very much.

Very truly yours,

Richard B. Eismann
RBE/js/4
Enclosures

CLT: Mr. George Dovel

BARGAIN AND SALE DEED

THE GRANTOR is ELISABETH V. WALLACE, a single woman, (herein called grantor).

THE GRANTEE is WALLACE CORPORATION, an Idaho corporation, (herein called grantee) whose current address is Route 1, Box 61, Horseshoe Bend, ID 83629.

FOR VALUE RECEIVED, the grantor hereby bargains, sells and conveys unto the grantee **AN UNDIVIDED ONE-HALF INTEREST** in those premises situated in Boise County, Idaho, and described in Exhibit A which is attached hereto and by this reference incorporated herein and made a part hereof.

TOGETHER with all water rights, ditch rights, rights of way, improvements, fixtures, tenements, hereditaments and appurtenances thereto belonging or used in connection therewith.

SUBJECT to the following: all current taxes and assessments of every kind whatsoever; all patent and state deed reservations; the bonded debt of all taxing units; all repayment contracts between any irrigation district in which the premises may be situated and the United States; and all rights of way over the premises regardless of how evidenced or acquired and whether the same appear of record or not.

TO HAVE AND TO HOLD the premises and its appurtenances unto the grantee and the grantee's successors and assigns forever.

INTERPRETATION: The date this deed is dated immediately below is the date on which it will take effect.

DATED: JAN 18 1990.

GRANTOR: Elisabeth V. Wallace
Elisabeth V. Wallace, Principal

by George Dovel
George Dovel, Attorney in Fact

STATE OF IDAHO, County of Canyon) ss

On this date, before me, the undersigned notary public for such state, personally appeared GEORGE DOVEL, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of ELISABETH V. WALLACE, and acknowledged to me that he subscribed the name of ELISABETH V. WALLACE thereto as principal, and his own name as attorney in fact.

WITNESS my hand and seal on JAN 18 1990.

Janice L. Sargent Notary Public.

JANICE L. SARGENT
Notary Public - State of Idaho

Elizabeth Wallace to Wallace Corp

The E½SW¼, S½SE¼, SW¼SW¼, Section 12, and NW¼NW¼, Section 13, Township 7 North, Range 2 East, B.M., excepting therefrom the following described lands:

EXCEPTION NO. 1:

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING.

EXHIBIT A

EXCEPTION NO. 2:

A triangular tract of land located in the Northwest Corner of the Southwest Quarter of the Southwest Quarter, Section 12, Township 7 North, Range 2 East, of the Boise Meridian, Boise, described as follows:

Commencing at the Southwest Corner of said Section 12, thence North 6.41 chains to the place of beginning; thence North 13.60 chains; thence East 13.44 chains; thence Southwesterly 19.12 chains to the point of beginning.

Boise County Idaho ss
Request of
Eismann Law
Time 9:00 M.T.
Date 11/22/90

135533

Arlene C. Kolar
By Dale Yonker Deputy
Fee 9.00

EXHIBIT A

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 65-10951

WATER RIGHT NUMBER: 65-10951

Owner Type	Name and Address
Original Owner	ANGEL MADARIETA , ID
Original Owner	ROSE I MADARIETA , ID
Original Owner	AMY R DOVEL RT 1 BOX 61 HORSESHOE BEND, ID 83629
Original Owner	ELISABETH V WALLACE RT 1 BOX 61 HORSESHOE BEND, ID 83629 (208)793-2768
Original Owner	GEORGE DOVEL 434 PIONEER RD HORSESHOE BEND, ID 83629

Priority Date: 06/01/1912

Basis: Beneficial Use

Status: Parent

Source	Tributary
PORTER CREEK	PAYETTE RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	4/01 to 11/01	0.840 CFS	
STOCKWATER	1/01 to 12/31	0.030 CFS	
	Total Diversion:	0.840 CFS	

Location of Point(s) of Diversion

PORTER CREEK BOISE County	NW1/4SE1/4	Sec. 12,	Twp 07N,	Rge 02E, B.M.
PORTER CREEK BOISE County	L2 (SW1/4NW1/4)	Sec. 7,	Twp 07N,	Rge 03E, B.M.

Place of Use

IRRIGATION Within BOISE County

T07N R02E S12	SESW	15.0	T07N R02E S12	SWSE	11.0
T07N R02E S13	NENW	11.0	T07N R02E S13	NWNW	5.0

Total Acres: 42

STOCKWATER same as IRRIGATION

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 65-10951

Remarks:

1. SEE ATTACHED MAP. THIS CLAIM IS BASED ON DECREED RIGHTS WITH CORRECTION (SEE ATTACHMENTS).
CLAIM AMENDED PER TRANSFER #3728 APPROVED 8-31-90.
CONDITIONS OF APPROVAL ON TRANSFER ARE AS FOLLOWS: 1- USE OF WATER UNDER THIS RIGHT IS SUBJECT TO CONTROL BY THE WATERMASTER OF STATE WATER DISTRICT NO. 65-B, PORTER CREEK.
2- THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.
3- FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.
THIS TRANSFER AMENDED THE PRIORITY DATE BACK TO THE DATE OF THE ORIGINAL DECREE.
This claim has been split. See nos. 65-22329 and 65-22330. DB 1/31/2001.

Comments:

Dates and Other Information:

Claim Received Date: 5/19/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status

Verification Log:

Element	Date Time Stamp	Reviewer	Log text

RECEIVED
APR - 1 2003
Department of Water Resources

Garrick L. Baxter
IDWR Deputy Attorney General
1301 N. Orchard
Boise, ID

Faxed to 327-5400

Dear Mr. Baxter:

The following affidavit and enclosures substantiate the clerical error which resulted in 11 of 26 acres in the NW1/4, NW1/4 of S13, T7N, R2E, irrigated by water right 65-10951 (now 65-22329), inadvertently being adjudicated as being in the NE1/4, NW1/4 of S13 in the PRBA.

03-26-2003 A F F I D A V I T

I, George Dovel, of 434 Pioneer Road, Horseshoe Bend, Boise County, Idaho, hereby swear or affirm that the following statements are true and correct to the best of my knowledge and belief:

In April of 1982 when we purchased and took possession of the Madarieta Ranch on Porter Creek, in what later became Water District 65B, we irrigated each of the alfalfa and pasture fields previously described to us by the seller. These included the two long, irregular shaped fields lying on each side of Porter Creek totaling 10.8 acres, shown in the 3-13-03 IDWR photo-map by Jan Shurte as the place of use in the recommendation for my SRBA Claim Nos. 65-22327 and 65-22329.

The IDWR photograph used to plot the acres was apparently taken in the same year (1987) as the Payette River Basin Adjudication water right decree was issued so the acres plotted are assumed to be reasonably accurate for that period in time. We have irrigated these two parcels with Porter Creek water every irrigation season from 1982 through 2002.

In 1983, ASCS soil conservationist Greg Painter completed a Conservation Plan for the entire George Dovel Ranch. This included the enclosed CPM (Conservation Plan Map) of irrigated fields numbered 1 through 9, dated 11-11-83.

The 7.5 acre irrigated field plotted by IDWR Water Rights Supervisor Jan Shurte on the northwest side of Porter Creek in S. 12 and S. 13 was designated Field # 5 containing 9 irrigated acres in the CPM. At that time (1983), most of Field #5 was irrigated from the illustrated 5-inch mainline running under Porter Creek Road using 3-inch handlines. The northwest corner was flood and sub irrigated from my ditch running through the westernmost culvert under that road.

The 3.3 acre plotted field on the southeast side of Porter Creek in S. 13 is part of what was then ASCS Field #6 containing about 25 irrigated acres on the CPM. At that time, all of it was irrigated by handlines from the mainline in Field #7, which ran under both Porter Creek Road and Pioneer Road. Beginning in May1985, all of fields #5 and #6 were irrigated by 5-inch mainline and 3-inch handlines running from the 8" Porter Creek mainline valve designated "V2" in the enclosed map portion. From May, 1985 through October, 2002, both fields designated by Ms Shurte have been irrigated each season by three-inch handlines connected to 4"-6" mainlines connected to the eight-inch mainline at V2.

Although the irrigated portions of the two fields in the NW1/4 of the NW1/4 of S13 totaled approximately 21 acres South of Porter Creek and 5 acres north of Porter Creek, only 15 acres were adjudicated to Madarieta in that quarter section due to a clerical error. Due to that same clerical error, the 11 additional acres were inadvertently adjudicated to Madarieta in the NE1/4 of the NW1/4 of S13.

Neither Dovel nor Madarieta nor their predecessors in interest ever owned land in the NE1/4 of the NW1/4 of S13 and only about two acres, under Madarieta/Dovel fence, was ever irrigated in that quarter quarter. The former owner of that land, Arlie L. Woods, advised IDWR that the subject 11 acre field had never been irrigated. The present owner, Cliff Bledsoe, recently told IDWR Adjudication Agent Sue Bock that the field has never been irrigated.

Since the Water District was first formed, Water Rights Supervisor Steve Lester has always instructed the watermaster to deliver the water for the 26 acres to Dovel for use in the NW1/4 of the NW1/4 of S 13. Both the several watermasters and Mr. Lester can verify that the water has not been used to irrigate the 9-acre dry fenced field owned by Woods in the NE1/4, NW1/4.

In November, 1989, I agreed to transfer a portion of the land in the NW1/4 of the NW1/4 of S13 back to Angel Madarieta along with the enclosed signed agreement that no existing or future Porter Creek water right would ever accompany the land he received. On November 21, 1989, I filed the enclosed water transfer application with IDWR, receipted by then Western Region Manager David R. Tuthill, to transfer 10 of the 26 acres of water right to the SW1/4 of the SE1/4 of S12.

In that transfer application, prepared by IDWR Western Region staff, it was clearly my intention to transfer eight of the 11 acres listed in the NENW of S13 leaving only three irrigated acres in the NENW of S13 under Dovel fence which was done. However, instead of transferring only the two additional acres from the NWNW of S13 as I intended, the IDWR application would have transferred all 10 acres, leaving only five irrigated acres instead of 13 in the NWNW of S13.

This erroneous transfer application would have transferred eighteen acres of irrigated ground to only 10 acres of ground, thereby reducing the total adjudicated right 10951 from 42 acres to only 34 acres.

The color coded map prepared by me on Page 5 of the transfer application, clearly defined my intent to continue to irrigate the 5 acres in the NWNW of S13 northwest of Porter Creek, and the ~5 acres in the same quarter-quarter southeast of Porter Creek with water right 65-10951.

That transfer application was later voided by IDWR and I signed another one prepared by Steve Lester on January 22, 1990 in which he left the full 11 acres of Dovel water right appurtenant to two irrigated acres under Dovel fence and nine non-irrigated acres belonging to Arlie Woods, all in the NE1/4 of the NW1/4 of S13. At that time, I objected to leaving the right on the wrong ground and Mr. Lester explained to me that I would continue to receive the water for use in the NW1/4 of the NW1/4 but the error would have to be corrected in the SRBA. The copies of billings for the watermaster district verify that my initial prorated billing included delivery of the 11 acres (.22 cfs) of water in the total 42 acre (.84 cfs) #7 priority Porter Creek right whenever it has been available for delivery.

The enclosed copies of IDWR instructions to the watermasters verify that they have been instructed to deliver the full .84 cfs #7 priority water right for me to irrigate 42 acres during the 16 years of the Water District's existence.

Page 2 and Exhibit B of the enclosed Contract of Sale between Dovel, Seller and Heffner, Buyer, clearly defines the 0.12 cfs of #6 Porter Creek water right 65-10950 that was retained by Dovel to irrigate approximately 3 acres in the SWSW of S12, and the 0.22 cfs of #7 Porter Creek water right that was retained by seller to irrigate approximately 11 acres in the NWNW of S13. The subsequent Record of Survey in Exhibit A clearly shows three of 5.6 acres that would continue to be irrigated by Dovel in S12 and 8.4 acres that would continue to be irrigated by Dovel in S13.

The enclosed map, prepared by Dovel, was provided to Heffner prior to closing to depict the acres in the NWNW of S13 that would be irrigated using 0.22 cfs of 65-10951(now 65-22329), and the 5.4 acres in the SWSW of S12 of which three acres would be irrigated using 0.12 cfs of 65-10950 (now 65-22327).

That map also showed Heffner the small triangular irrigated Parcel A in the NE1/4 of the NW1/4 of S13, which was inside Dovel's fence but outside of the legal property boundary; and Parcel B which was inside Woods' fence but part of the Dovel property in the NWNW of S13. There is evidence indicating that the historical irrigation of the less than two acres in Parcel A by Dovel's predecessors may have contributed to the IDWR clerical error that caused the full 11 acres to be adjudicated in the wrong quarter quarter in the PRBA.

Finally, the enclosed copy of my 2001 Boise County Tax Assessment Notice clearly shows a year 2000 assessed value of $6,294 for 12.76 acres of irrigated agricultural land in the SWSW of S12 and the NWNW of S13 plus a one-acre homesite for a total of 13.76 acres. This same notice shows an increased assessed value of $7,299 for the same 12.76 irrigated acres in 2001. Because I irrigated the fruit trees and berry crop adjacent to the stream, the County Assessor included that extra ~acre in her assessment.

Correction in the SRBA of this PRBA clerical error will not change the historical quantity of water delivered as the #7 priority Porter Creek right, when it has been/is available, or the historical place of use. The information contained in this affidavit is true to the best of my knowledge.

George Dovel

George Dovel

Subscribed and sworn before me this 26th day of March, 2003:

Sandra Seibel

(Notary Public)

SANDRA SEIBEL NOTARY PUBLIC STATE OF IDAHO

My commission expires 2/10/04

Idaho Department of Water Resources

T07N R02E
S 12 & 13

1987 NAPP

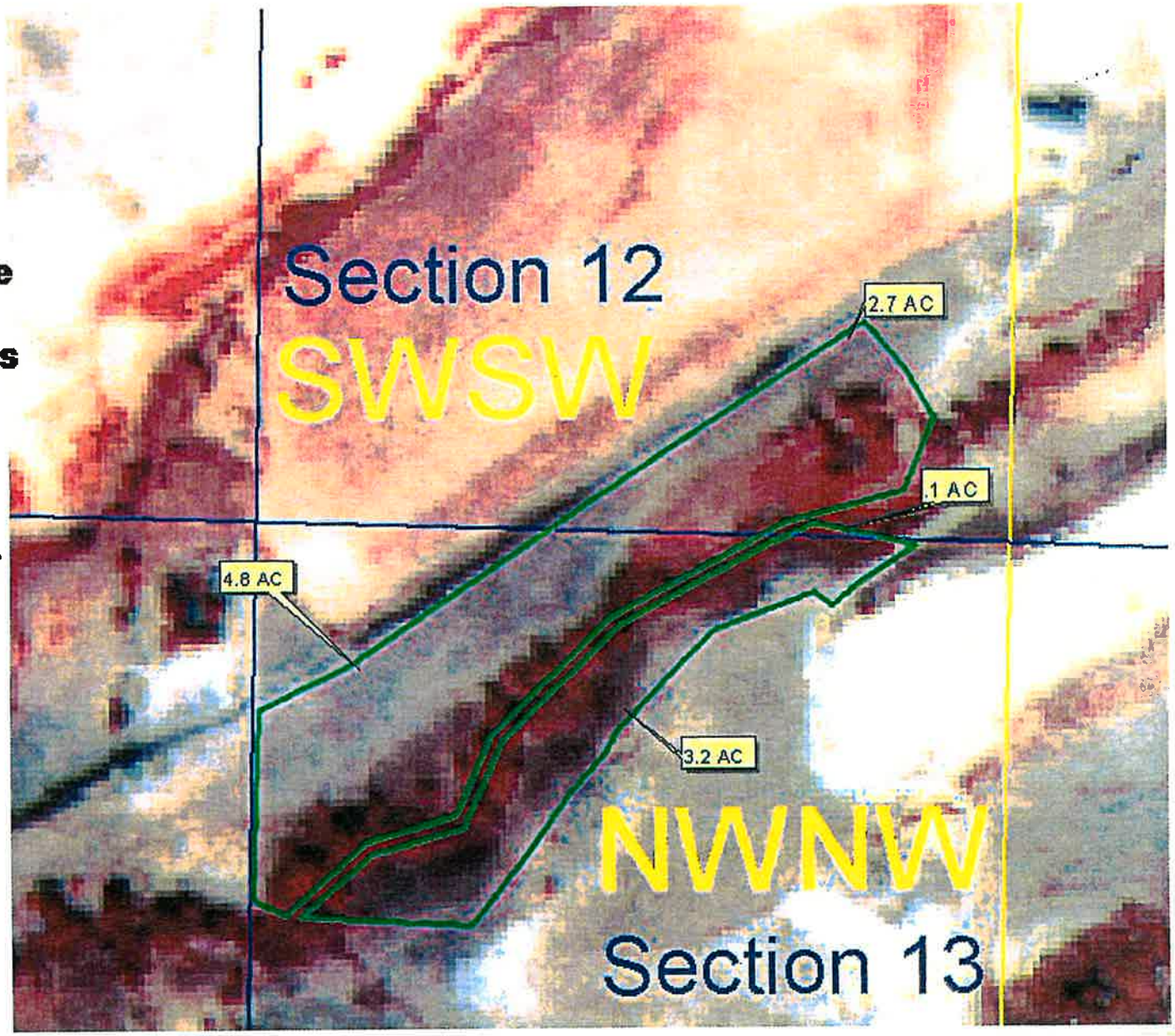
Place of Use

Section Lines

1/41/4

Claim No(s): 65-22327 & 22329
Owners: Dovel
Prepared by:
Jan Shurte
Date: 3-13-03
Total - 10.8 AC





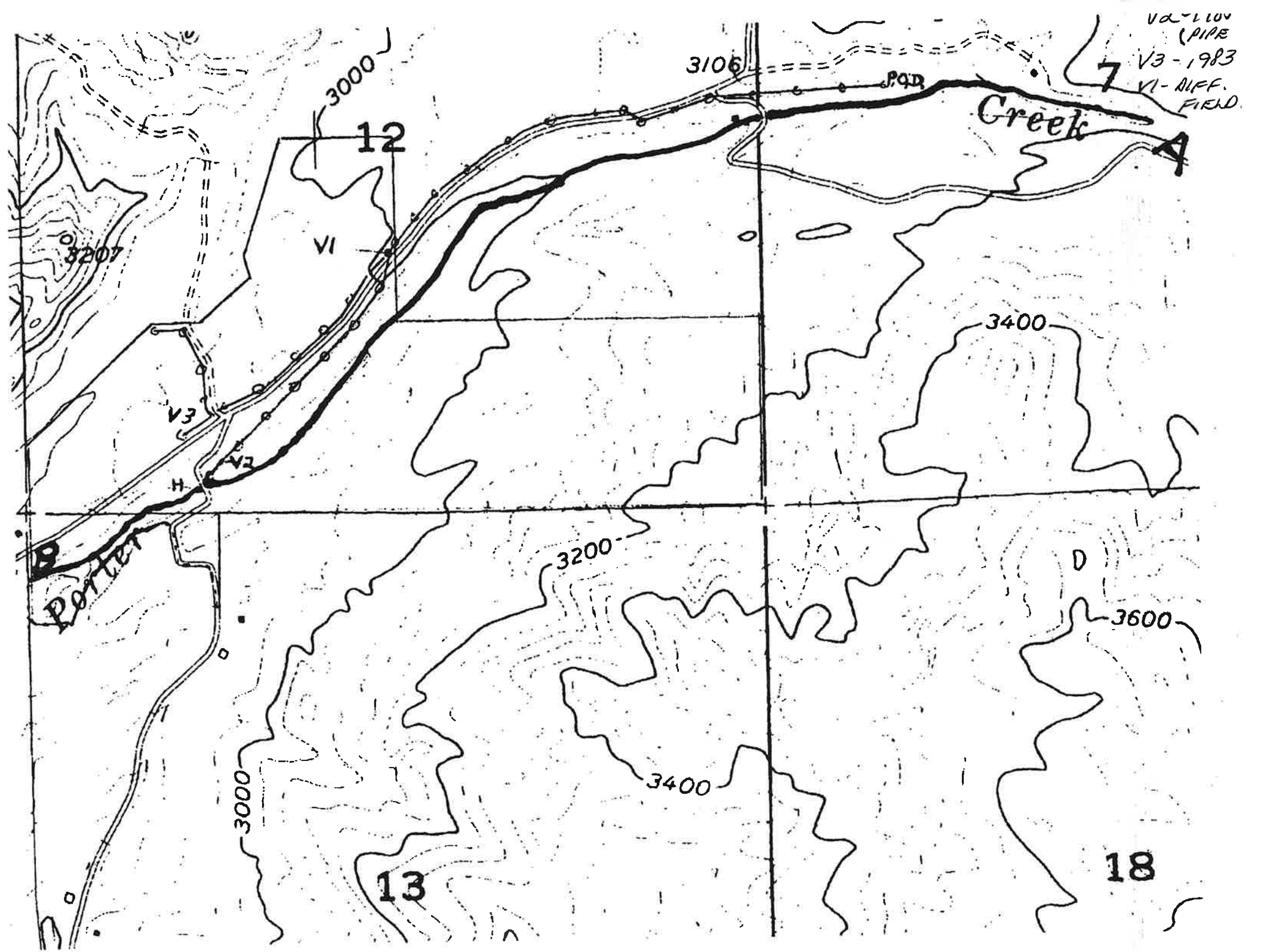
SCS-CONS-16
OCTOBER 1974

CONSERVATION PLAN MAP

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Owner George Dowel Operator [illegible] Dowel
County Boise State Idaho Date 11-16-73
Approximate acres 700 Approximate scale 8" = 1 mile
Cooperating with Squaw Creek [illegible] Conservation District
N
Plan identification Photo number
Assisted by Greg Painter USDA Soil Conservation Service




3000
12
3106
POD
7
Creek
A
V1
3207
3400
V3
V2
H
B
Potter
3200
D
3600
3000
3400
13
18

Form 222
1-87

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

VOID

Name of applicant George Davelor Elisabeth V. Wallace Phone 793-2768

Post Office address Rt. 1, Box 61, Horseshoe Bend, ID 83629

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
   ☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes ~~To irri~~ Ceasing irrigation of 10 Acres in the S½, NW¼, NW¼, Section 13 and commencing to irrigate 10 Acres in the SW¼, SE¼, Section 12 - All in T 7N, R2E

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1.

Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	
A65-10951	June 1, 1878	0.84 cfs	Irrigation	4-1	to 11-1
A65-10951	June 1, 1878	0.03 cfs	Stockwater	1-1	to 12-31
					to
					to

2. Total amount of water being transferred 0.84 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Porter Creek tributary to Payette River

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	12	7N	2E	Boise	
		SW	NW	7	7N	3E	Boise	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
7N	2E	12												15			11		3626
		13					3	5											8

MICROFILMED SEP 18 1990

ORIGINAL TRANSFER APPLICATION, PROVISIONS NEEDED

Total acres 34

Transfer No. _____

PART 1

6. General Information:

a. Description of diversion system Headgate + gravity ditch. Dam, culvert to concrete boxes

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ✓ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. Mortgagee is Angel & Rosa Madarieta

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

The portion of land in the NW¼, NW¼, Section 13, T 7N, R2E (10 Acres) will no longer be irrigated

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

MICROFILMED
SEP 18 1990

Witness my hand this _____ day of _____, 19____.

_____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
   a. Decree No. 65-10951 Decreed to ~~Devel, George or Amy~~; Madarieta, Angelar Rose
      in case of A + C Corp, Et. Al vs. State of Idaho
      dated Jan. 21, 1986 in 3rd Judicial District county of Gem
   b. License No. _____ issued by the Idaho Department of Water Resources.
   c. Claim No. _____ on file with the Idaho Department of Water Resources.
   d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
   ☐ Tax Notice ☐ Warranty Deed ☐ Other _____
3. Source of water Porter Cr. tributary to Payette River
4. Date or priority June 1, 1878
5. Water is used for the following purpose:
   amount 0.84 cfs (cfs/ac-ft) for Irrigation purposes from 4-1 to 11-1
   amount 0.03 cfs (cfs/ac-ft) for Stockwater purposes from 1-1 to 12-31
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
6. Total amount of water under right 0.84 cubic feet per second and/or _____ acre-feet per annum.
7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	12	7N	2E	Boise	
		SW	NW	7	7N	3E	Boise	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
7N	2E	12												15			1		16
		13					3	15											18

SEP 18 1990

Total acres 34

9. Describe any other water rights used for the same purpose as described above None

PART 2

Transfer No. _____

10: To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

RECEIVED
SEP 18 1990

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

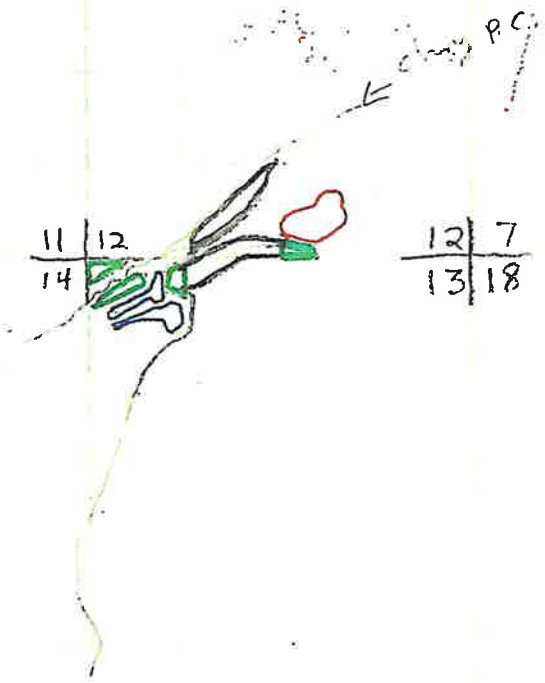
Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

N a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described art 1. Clearly depict the land by section, township and range number.



No change
Transferred from
Transferred To

MICROFILMED
SEP 18 1990

See attached orthophoto
SL 12/19/89

inches equal 1 mile. Draw plan in ink.

 Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
			_____ to _____
			_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

George Dovel
(Signature of Applicant)

Subscribed and sworn to before me this 21 day of Nov., 19 89.

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

Linda Werner
(Notary Public)

My commission expires _____

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments

Received by DMT Date 11/22/1989 Protest filed by _____

Prelim. check by _____ Fee $50.00 # W006773

Receipted by DMT Date 11/22/1989

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

MICROFILMED
SEP 18 1990

ITEMS TO CHECK WHEN DELIVERING WATER

6-17-91

Always remember that water is available for other users whenever the Watermaster (WM) closes and locks a senior headgate. The water users must notify the WM in order to receive a specified amount of water. Users should also let the WM know when use is completed.

Some waste will occur in normal irrigation practices (acceptable). The WM checks for excessive and ongoing waste (unacceptable) at the points defined in this outline. The WM should not intrude into the users' activities and practices beyond the limits defined in this outline.

Do not deliver water to Double Diamond, Oliver/Dobson, or Dovel unless:

1) headgate can be locked with WM lock - no private locks allowed;

2) delivered water can be clearly measured.

It may take some checking between headgates and measuring points to accurately deliver flows. With weirs, remember that the weir pool should stabilize before a measurement occurs.

Use the 1' staff gauge at the center of the weir crest with the gauge turned at a 45 degree angle to the flow of water to make a measurement. Measure the feet of head to the nearest 1/100.

DAILY RECORD

Always try to make deliveries in the morning. Past records indicate that creek flows may fluctuate up to about 30% within a day, with higher flows in the morning hours.

Record deliveries in cfs in the small "daily record" books. Enter the water right number (ok to use rank # such as #1 instead of actual water right # such as 65-03103) and the measured cfs, which is shown in the appropriate day column.

It's a good idea to sum the cfs delivered for a day at the bottom of the day column. This gives you a quick ckeck for anticipated amounts for the next visit.

Also, keep a brief journal of each visit in the "Field Visit Log". Record daily miles driven on WM visits.

MONITOR POINTS & RELATED ITEMS

#1 RIGHT, DOUBLE DIAMOND

1) During every visit, check overflow pipe at north side of Jackass Creek to see if waste occurs. If overflow is found, check #1 place of use to see why. Perhaps lines are being changed or other routine maintenance is occurring. If not, contact Cleo Cockrum and determine the reason for overflow. If no acceptable reason exists, close and lock #1 headgate (wasting water).

copy of
w/ instructions

2) Always lock the field valve in NWSE S. 26 when deliver water to #1. Be sure that Cleo closes the valve first. Always unlock the valve when #1 does not receive water.

3) Monitor the repair work at the pipeline at south side of Jackass Creek. If a major leak occurs again, give Cleo a warning that #1 will be shut down the next day if leak is not controlled.

#2 RIGHT, OLIVER/DOBSON

1) Always lock the field valve along the bluff in NWNE S. 11 when deliver water to #2. Be sure that an Oliver/Dobson employee closes the valve. Always unlock the valve when #2 does not receive water.

2) After #2 delivered and field valve locked, check the diversion dam. Little or no water should flow past the dam. A few inches of water can go downstream to #5 for courtesy water. This is the most downstream control point on the creek. Do not be concerned about flows in the creek past the Oliver/Dobson dam.

3) About every second or third visit to the district, monitor the diversion box at the end of O/D ditch in SENE S. 11. Water should not be flowing out of the west side of the box, or other significant wasting should not occur, unless a valid reason can be found (similar to Double Diamond checkpoint at pipe crossing Jackass Creek). Proceed in the same manner as outlined in right #1.

#4 RIGHT, DOUBLE DIAMOND

1) A booster pump is used with the #4 (& #15) right, and the pump is by the Porter Creek road in SENE S. 12. Do not turn the pump on or off! Always let Cleo know whenever water is delivered to the headgate (common diversion point with Dovel) or whenever the headgate is closed. Advance notice will allow Cleo to protect the pump.

#6,7,11 RIGHTS, DOVEL

1) 6 & 7 are irrigation and 11 is domestic. To deliver #11 as courtesy water when 6 & 7 are not allowed to receive water, open the headgate 3 complete turns. Lock it open in this position. This is the maximum delivery for courtesy use.

REMEMBER: WHEN IN DOUBT, CONTACT STEVE LESTER (OR DAVE TUTHILL IF S.L. NOT AVAILABLE) BEFORE TAKING ACTION. CALL 334-2190.

SUMMARY OF PORTER CREEK RIGHTS DELIVERED BY WATERMASTER

RIGHT NUMBER	OWNER	CFS	MAXIMUM AMOUNT TO DELIVER INCHES	MEASURED AS
1	DOUBLE DIAMOND	2.79	139.5	0.43' HEAD ON 3' CIPOLLETTI WEIR
2	OLIVER/DOBSON	1.60	80	0.385' HEAD ON 2' CIPOLLETTI WEIR
4	DOUBLE DIAMOND	0.90	45	45 INCHES ON FLOWMETER
5	WOODS	0.04	2	COURTESY WATER NOT MEASURED, RECORD .04 CFS
6	DOVEL	1.61	80.5	723 GPM ON FLOWMETER
7	DOVEL	.84	42	377 GPM ON FLOWMETER
11	DOVEL	.04	2	COURTESY WATER, 3 REVOLUTIONS OF HEADGATE VALVE, RECORD .04 CFS

NOTE: NORMALLY #1 = 3.82 CFS BUT REDUCED AS LONG AS GRAVEL PIT IN USE (NO IRRIGATION BENEFICIAL USE ON THOSE ACRES).

* * * * * * * * * * * * *

CONVERSION FACTORS

1 MINER'S INCH = .02 CFS = 9 GPM

1 CFS = 50" = 448.8 GPM

$$\frac{\text{GPM}}{448.8} = \text{CFS}$$

DELIVERY INFO
PORTER CREEK

8/25/93

Right - Owner - Contact	max cfs	max. Reading	Comments
#1 DBL Diamond Glen Cuckian 793-2609	3.39	.485' Ld. 3' Cip. Weir	Deliverable flow reduced due to gravel pit. When Deliver - Glen close Field Valve South of gravel pit, put own lock on it. - turn re-activate Jurkovi Ck Recorder.
2A Glenn - Dobson Steve Dobson 793-2694 2B Jeff Dooms 793-2624	1.53 .87	.385' Ld. 2' Cip. Weir	2B deliverable if 2A in use 2A - have Steve close Field Valve (Bluff or gulch valve), put own lock on it. Split ownership per recent sale.
#4 DBL Diamond SEE #1	.90	45" miners inches Flowmeter	Be sure Repaired Flowmeter works. Use Restricted to 45 Acre plw west of blue Flagging on fenceline (Flags west of diesel pump on north side Porter Ck. Road)
#5 Arlie Woods 793-2411	.32	SEE Comments	Has small homemade weir that approximates a nonstandard Cip. weir. Just uses .04 cfs; actually do not need to visit old. Own records .04 cfs for this Right. This is for use of plane on north side of creek west of Dovel's home - not at Arlie's home on #1 DBL Diamond ditch
#6/7 George Dovel 793-2768 Contact person Kurt Broom 793-2448 operates small all Dovel's place	#6 1.61 #7 .84 total 2.45	723 gpm 377 gpm 1100 gpm Flowmeter	Typically requests @ 55" (494 gpm or closest reading of 500 gpm on meters. IF NO Irrigation water Available: Close headgate & then open 2½-3 Revolutions on valve to deliver Expansion claim (replaces Cemetery water). Lock in place.

NOTE: #3 not deliverable by own at this time.

Hank Beanstem 365-4020 (Emmett)

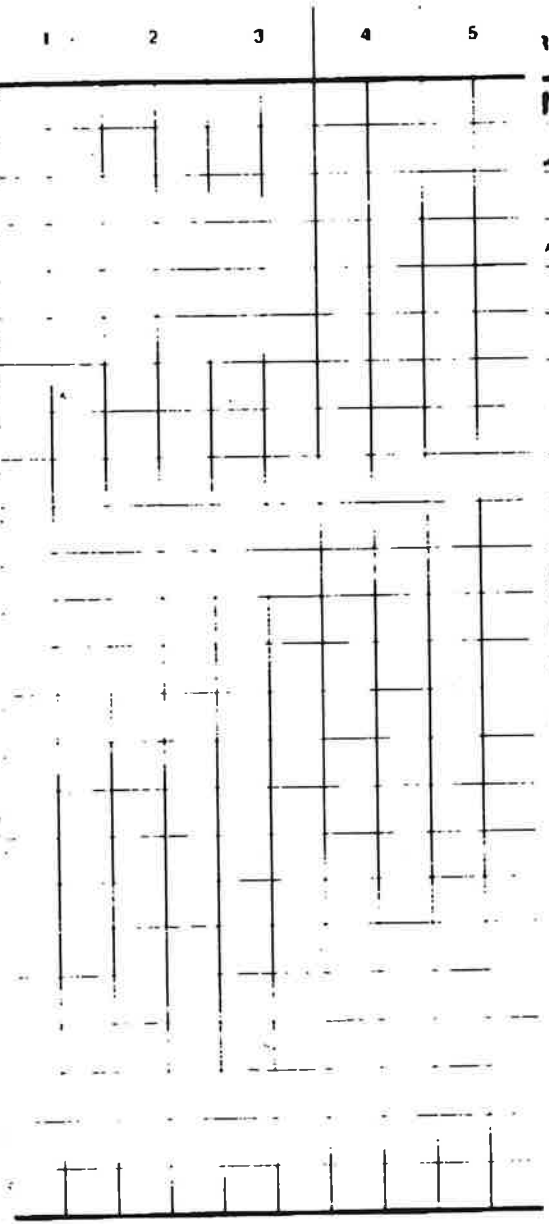
Jan-08-03 10:29A

P.06

Month of Aug † 19 3

NOTE: Figures to be given in cubic feet per second for 24 hour periods or 24 hour second feet. Give name of owner of water rights, not tenant

Name of Present Owner	WATER RIGHT IDENTIFICATION NO.	Amount Second Feet (cfs)
Double Diamond (1)	65-03103	3.82
MAXIMUM DELIVERABLE →		3.39
Olivin-Dobson (2)	65-03104	1.60
(Billing: show part A & part B)		
Double Diamond (4)	65-10773	.92
Arlie Woods (5)	65-10771	.32
George Duval (6)	65-10950	1.61
(7)	65-10951	.84



IKS

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Lake & Stove
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Region Offic)
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until demand
, no deliveries
'93 -BL

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3

Jan-08-03 10:29A P.07

Month of August 19 93

NOTE — Figures to be given in cubic feet per second for 24 hour periods or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Pre Owner	26	27	28	29	30	31	Total in 24-hour Sec. Feet	REMARKS
Double Diamond MAX Olivier - Dobson (Billing: Show Double Diamond							46 35	① MEAS. BY HANK B.; WM check RATE SET DID NOT ADJUST KEYS witnessed by Tim Luke & Steve LESTER of IDWR. 8/10/93
							4 932	
Dalia Wood.							9 20	
George Davel							14 59	⑥ & ⑦ DELIVERED & MEASURED BY IDWR (Tim Luke - State Office Steve Lester - Region Office) to HANK B. medical situation. Had left district & turned over his WM keys to IDWR at approx 2:00 p.m. - this delivery made at approx 4:00 p.m. 8/10/93
								Regulation halted until demand exceeds supply so no deliveries in use 8/24/93 -BL

2 8

Jan-08-03 10:29A P.08

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

June 9, 1995

TO: WATERMASTER, WATER DISTRICT 65-B

BY: STEVE LESTER, WATER RIGHTS SUPERVISOR

RE: **REVISED DELIVERY GUIDELINES**

ATTACHED IS UPDATED INFORMATION OUTLINING THE WATER RIGHTS THAT CAN BE DELIVERED IN THE DISTRICT WHEN WATER SHORTAGES OCCUR. THE MATERIAL INCLUDES A DELIVERY TABLE AND 3 PAGES OF SPECIFIC INFORMATION.

THIS INFORMATION REPLACES PREVIOUS GUIDELINES PROVIDED BY THE DEPARTMENT.

1995 fill cup

PORTER CREEK DELIVERABLE RIGHTS
REVISED JUNE 6, 1995

		MAXIMUM AMOUNT TO DELIVER		
RIGHT	OWNER	CFS	INCHES	MEASUREMENT AND REMARKS
1	DOUBLE DIAMOND	3.82	191.0	.53' HEAD ON 3' CIP WEIR; SEE TRANSFER 4159 & NEW MAP
2A	OLIVER/ DOBSON	1.53	76.5	.385' HEAD ON 2' CIP WEIR; SPLIT OWNERSHIP, DELIVER B ONLY WITH A;
2B	DOOMS	.07	3.5	TOTAL FOR BOTH 1.60 CFS (80")
4	DOUBLE DIAMOND	.90	45.0	45 MINER'S INCHES ON FLOW METER; ACRES WEST OF FLAG LINE
5	WOODS	.32	16.0	TYPICALLY @ .04 CFS (2") ON SMALL NON-STANDARD WEIR FOR STOCK USE
6	DOVEL	1.61	80.5	723 ON GPM FLOW METER
7	DOVEL	.84	42.0	377 ON SAME FLOW METER
9	WOODS	.07	3.5	USES #1 DITCH, MEASURE WITH #1
11	DOVEL	.04	2.0	18 GPM (@3 REVS.) SAME FLOW METER AS #6 & 7; DOMESTIC USE @ HOME/YARD
12	DOUBLE DIAMOND	.44	22.0	.125' HEAD AT #1 DITCH; SEE TRANSFER 4159; NON-IRRIGATION AT POND ONLY
15	DOUBLE DIAMOND	.31	15.5	15.5 MINER'S INCHES ON SAME FLOW METER AS #4; ACRES EAST OF FLAG
16	OLIVER/ DOBSON	.84	42.0	.25' HEAD AT #2 WEIR; ACRES BELOW & WEST OF BLUFF

CONVERSIONS

1 MINER'S INCH = .02 CFS = 9 GPM = NORMAL MAXIMUM PER ACRE

1 CFS = 50 MINER'S INCHES = 448.8 GPM

$$\frac{\text{GPM}}{448.8} = \text{CFS}$$

NOTE: NO COURTESY WATER OR OTHER DELIVERIES EXCEPT AS ABOVE.

ALL DELIVERIES MUST BE IN PRIORITY ORDER (#1, 2, 4 ETC.)

WATERMASTER ITEMS TO CHECK
REVISED JUNE 6, 1995

Water users should notify Watermaster (WM) when want specified amount of water. Should also notify WM when done with use so can turn this water over to next water user in priority order.

Some waste will occur due to normal irrigation practices (acceptable). WM will check for excessive and ongoing waste (not acceptable) at points defined by this outline.

ANY DELIVERY MUST MEET FOLLOWING CONDITIONS:

* RIGHT IS DECREE, LICENSE, OR PERMIT.
* CURRENT YEAR ASSESSMENT PAID.
* POINT OF DIVERSION IN CORRECT 1/4-1/4 LOCATION.
* DIVERSION LOCKABLE WITH WM LOCK.
* DIVERSION MEASURABLE WITH STANDARD MEASURING DEVICE.
* DELIVERED WATER CAN REACH PLACE OF USE & BENEFICIAL USE CAN OCCUR.

ALL RIGHTS WHERE WM DELIVERS WATER SHOULD:

* REASONABLY MINIMIZE LEAKAGE @ POINT OF DIVERSION.
* REASONABLY MINIMIZE WASTING OF WATER THROUGHOUT SYSTEM.
* DAMS, PIPES ETC. SHOULD BE IN REASONABLY GOOD CONDITION.

MONITOR POINTS FOR SPECIFIC RIGHTS

#1 DOUBLE DIAMOND - SEE TRANSFER 4159 FOR NEW INFORMATION

* Minimal leaks at diversion dam especially if #2 or #5 not diverting.
* Check overflow pipe at Jackass Creek to see that only acceptable wasting occurs - anything else is a problem that must be addressed.
* Lock field valve at south end of #1 field - be sure that D.D. closes valve first.
* Lock headgate on Drake culvert along #1 ditch @ "Little J.A. Creek".
* No courtesy uses from ditch allowed - only deliverable water rights.
* Proper control in south field for #12 (water to gravel pit pond site).

#2 OLIVER-DOBSON

* Minimal leaks at diversion dam especially if #5 not diverting.
* Lock one of the two field valves to control where water goes.
* This is most downstream point of control[1] if #5 not diverting.
* Ditch replaced by pipeline for 1995 - check control box area where ditch had ended to see that unacceptable waste cannot occur.

#4 DOUBLE DIAMOND

* Do not turn booster pump at Porter Creek Road on/off - only D.D. staff should control pump.
* Be sure flowmeter can be easily read.
* Always let D.D. know if headgate is closed so can protect pump.
* Only for acres *west* of flag line found on fence.

#5 WOODS

* Can deliver if water will reach Arlie's son's house north of creek and west of Dovel's #6 acres.
* Is most downstream point of control when diverting.
* Typically, #1 and/or #2 will let minor flows go to #5 headgate.

#6,7, 11 DOVEL

* 6 and 7 are irrigation but 11 is domestic (which includes up to 1/2 acre yard by home).
* If delivering #11 but not 6 or 7, open headgate @ 3 turns for .04 cfs.

#9 WOODS

* Diverted via #1 headgate and withdrawn from #1 ditch for 3 acres next to Arlie's home.
* Can only be delivered if #1 is delivered.
* Deliverable only in priority order call as any other right would be.
* Typically not delivered by WM since not enough water to fill.

---

[1] *Point of control* - the *most downstream diversion that WM delivers to* is the point of control on the creek. Creek flows past this point must be minimized, otherwise represents water available for delivery. WM does not have to be concerned about return flows or other water source inputs to the creek (such as a spring) downstream from point of control. *Typically, point of control is #2 if #5 is closed or is #5 when latter is diverting.*

#11 DOVEL

* See #6 & 7, same diversion.
* Domestic use up to .04 cfs (3 turns on headgate valve).
* Typically not delivered by WM since not enough water to fill.

#12 DOUBLE DIAMOND - SEE TRANSFER 4159 FOR NEW INFORMATION

* Same diversion point as #1.
* Only for water to gravel pit pond, no irrigation.
* Need WM controls on field mainline(s) to control this right.
* Typically not delivered by WM since not enough water to fill.

#15 DOUBLE DIAMOND

* Same diversion point as #4.
* For acres *east* of flag line.
* Typically not delivered by WM since not enough water to fill.

#16 OLIVER-DOBSON

* Same diversion point as #2.
* For acres west of and below bluff.
* Typically not delivered by WM since not enough water to fill.

ONLY THOSE DECREE, LICENSE, OR PERMIT WATER RIGHTS WITH PROPERLY CONTROLLED AND MEASURABLE DIVERSION POINTS WHICH ARE IN CORRECT LOCATIONS ACCORDING TO THE WATER RIGHTS ARE LISTED HERE. THESE RIGHTS BUT NO OTHERS ARE ELIGIBLE FOR WM DELIVERIES BASED ON AVAILABILITY OF WATER AND PRIORITY OF RIGHTS.

NO COURTESY WATER OR ANY OTHER DELIVERIES OTHER THAN ABOVE ARE AUTHORIZED IN #65-B WATER DISTRICT.

WM QUESTIONS -- CONTACT IDWR: STEVE LESTER OR DAVE TUTHILL AT 334-2190.

EISMANN LAW OFFICES
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6416
(208) 467-3100

CONTRACT OF SALE OF PREMISES

cash sale with closing agent

between

Dovel, seller --- Heffner, buyer

THE PARTIES to ***this contract*** are the following:

George Dovel and **Patricia Ann Dovel**, husband and wife (herein called "***seller***"); and

Randy Heffner and **Amy Heffner**, husband and wife (herein called "***buyer***").

THE AGREEMENT: The parties hereby enter into this agreement (herein called "***this contract***") and hereby mutually agree as follows:

EFFECTIVE DATE: October 9, 1998: The "***effective date of this contract***" is the date set forth in the introduction to this paragraph and this is the date on which ***this contract*** shall take effect regardless of whether the parties sign ***this contract*** before or after that date.

EXHIBITS IDENTIFIED AND DESCRIBED. Each exhibit which is attached to ***this contract*** is a copy of the original thereof and is by this reference incorporated in and made a part of ***this contract***. Each such exhibit is identified and described in the next to the last underlined paragraph heading of ***this contract***.

SALE OF PREMISES. The ***seller*** shall sell and the ***buyer*** shall buy that real property (herein called "***premises***" which term includes all buildings, improvements, and fixtures now on such real property) situated in Boise County, Idaho, and described in the ***Title Commitment*** attached hereto as **Exhibit A**.

Together with all water rights, ditch rights, rights of way, tenements, hereditaments, and appurtenances thereto belonging or used in connection therewith.

FIXTURES INCLUDED IN SALE OF PREMISES. The fixtures which shall be part of the ***premises*** and included in the term "***premises***" are described as follows: hay shed, 2 granaries, all of the main line, all laterals, all valves, all valve openers, and all fittings used to irrigate the premises bearing the brand names Wade Rain, Redi-Rain, Rain For Rent, Pierce and Wyss; and the cattle squeeze chute.

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(208) 467-3100

WATER RIGHTS. The ***seller*** shall transfer to the ***buyer*** those water rights and shall retain for the use of the ***seller*** those water rights following:

Decreed Water Right				Transfer to buyer		Retained by seller	
Number	Source	cfs	Acres or use	cfs	Acres or use	cfs	Acres or use
65-10950	Porter Cr.	1.61	57	1.49	54	0.12	3
65-10950	Porter Cr.	0.03	Stock	0.03	Stock	Auto	Minimum
65-10951	Porter Cr.	0.84	42	.62	31	0.22	11
65-10951	Porter Cr.	0.03	Stock	0.03	Stock	Auto	Minimum
65-10952	Spring	0.04	Domestic	N/A		0.04	Domestic
65-10953	Porter Cr.	0.04	Domestic	N/A		0.04	Domestic
65-19641	Porter Cr.	0.04	Irrig., Dom.	N/A		0.04	Irrig., Dom.

The ***seller*** and the ***buyer*** shall each fully cooperate to timely effect such transfers of such water rights to the ***buyer***.

EASEMENTS RESERVED TO SELLER. The parties agree upon the terms and conditions reserving an easement to the ***seller*** set forth in the ***Subject Deed*** which is attached hereto as **Exhibit B**.

PURCHASE PRICE - DOWN PAYMENT, ETC. The ***buyer*** shall pay to the ***seller*** for the ***premises*** the purchase price of $295,000.00 as follows:

$5,000.00, (herein called the "***down payment***"), shall be paid upon the signing of ***this contract*** and the ***seller*** acknowledges receipt thereof.

$290,000.00 (herein called the "***deferred portion of the purchase price***") shall be paid to the ***closing agent*** at the ***time and date of closing***.

EXCLUDED PROPERTY RETAINED BY SELLER. The ***seller*** expressly excludes certain property from the sale of the ***premises*** under ***this contract*** and shall remove such excluded property on or before the date of January 10, 1999. If such property is not removed by such date, then such excluded property shall be included in the sale of the ***premises*** and shall become subject to all of the provisions of ***this contract***. Such excluded property is described as follows: the miscellaneous irrigation fittings, valves and valve openers of various brands not used to irrigate the premises; the grain in the granary; the hay in the hay

shed; all personal property in the second granary and machine shed and the two wooden storage sheds; and all farm machinery and equipment.

BUYER ACCEPTS PREMISES - AS IS. The ***buyer*** has inspected the ***premises*** and agrees to accept the ***premises*** "AS IS" in their present condition and the ***buyer*** hereby waives all implied warranties of every kind including, but not limited to, an implied warranty as to the condition or state of repair or habitability of the ***premises*** or the suitability of the ***premises*** for any purpose. The ***buyer*** agrees that the ***seller*** has made no representation or warranty relating to the ***premises*** other than those set forth in ***this contract***. This provision is subject to the provision of ***this contract*** entitled "**Hazardous Substances, Etc.**"

POSSESSION WITH OCCUPANCY. The ***seller*** shall deliver and the ***buyer*** shall accept possession and occupancy of the ***premises*** in as good a condition as it now exists, ordinary wear and tear excepted, on the ***time and date of closing*** or on the date when the ***deferred portion of the purchase price*** is paid in full, whichever date is later; except as herein provided relating to the excluded property.

RISK OF LOSS. The ***seller*** shall bear the risk of loss or damage to the ***premises*** until possession thereof has been delivered to the ***buyer*** and the ***buyer*** shall bear such risk of loss or damage thereafter.

LIENS ON SELLER'S INTEREST BY BUYER PROHIBITED. The ***buyer*** shall keep the ***seller's*** interest in the ***premises*** free from all liens of every kind except those which occur by the act or default of the ***seller***.

ALL TAXES - PRORATED - DATE. The term "***taxes***" when used in ***this contract*** means all general and special ***taxes*** levied against the ***premises*** and the improvements and fixtures thereon by any taxing unit for any purpose and includes, but is not limited to, those for bonds and special improvements, but excludes those for which other provisions are herein expressly made. All ***taxes***, whether paid or unpaid, shall be prorated between the ***seller*** and the ***buyer*** on a time basis as of the ***time and date of closing***. The ***seller*** shall pay before delinquency all ***taxes*** prorated for the period of time before such date and the ***buyer*** shall pay before delinquency all ***taxes*** prorated for the period of time of and after such date. Any payments due from one party to the other hereto under this provision shall be paid on the ***time and date of closing***.

ALL IRRIGATION CHARGES - PRORATED - IRRIGATION SEASON. The term "***irrigation charges***" when used in ***this contract*** means all general and special ***taxes*** and assessments levied against the ***premises*** by any irrigation or drainage unit for any purpose and includes but is not limited to bonds, construction charges, special improvements, irrigation, and drainage. For the purposes of prorating ***irrigation charges***, the irrigation season shall be deemed to be the calendar year. The ***seller*** shall pay before delinquency all ***irrigation***

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(208) 467-3100

charges levied for the irrigation season of 1998 and all irrigation seasons prior thereto. The ***buyer*** shall pay before delinquency all ***irrigation charges*** levied for the irrigation season of 1999 and all irrigation seasons subsequent thereto. Any payments due from one party to the other hereto under this provision shall be paid on the ***time and date of closing***. All ***irrigation charges*** for the irrigation season of 1999 and each irrigation season thereafter shall be prorated between the parties based upon the water rights transferred to the ***buyer*** and the water rights retained by the ***seller***.

HAZARDOUS SUBSTANCES, ETC. (hazardous substance provision) The agreements of the parties with respect to ***hazardous substances*** are set forth in this hazardous substance provision and are as follows:

(1) When used in this hazardous substance provision, the terms following shall have the meanings follows:

--- "***environmental laws***" means all federal, state, county, city or other ***environmental laws***, ordinances and regulations now existing or hereafter from time to time amended or supplemented or newly enacted (including but not limited to the Resource, Conservation Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act), which are now or which are hereafter from time to time applicable to the ***premises*** or any part thereof.

--- "***hazardous substances***" means all ***hazardous substances*** or hazardous wastes as defined by the ***environmental laws*** and include but are not limited to all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or "***hazardous substances***" and includes but is not limited to asbestos, polychlorobiphenyls ("PCBs") and petroleum.

--- "***damages***" means all ***damages***, claims, liabilities, losses, expenses incurred in the clean up of ***hazardous substances***, fines, penalties, judgments and costs including, but not limited to, all sums paid for attorney's fees, consultant fees, expert fees and settlement of claims.

(2) The ***buyer*** understands that the ***seller*** has not conducted any tests or environmental assessments on or in or under the ***premises*** to determine the existence or nonexistence of ***hazardous substances***.

(3) The ***buyer*** acknowledges that the ***buyer*** has elected not to inspect and test the ***premises*** to determine whether or not there are any ***hazardous substances*** on or in or under the ***premises***.

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(4) The ***seller*** represents and warrants to the ***buyer*** that the ***seller*** has no knowledge of any ***hazardous substances*** on or in or under the ***premises*** and further that the ***seller*** has no knowledge or any information which would cause a reasonable person to further investigate to determine whether there are any ***hazardous substances*** on or in or under the ***premises***.

(5) The ***buyer*** agrees that the ***seller*** shall have no liability to the ***buyer*** for any ***hazardous substances*** existing on or in or under the ***premises*** before or after the ***effective date of this contract***. If any ***hazardous substances*** are found to exist on or in or under the ***premises*** after the ***effective date of this contract***, then the ***buyer*** shall at the sole expense of the ***buyer*** perform all tests and obtain all environmental assessments and perform all work necessary to comply with all ***environmental laws*** and further shall pay all ***damages*** incurred in connection therewith.

(6) The ***buyer*** agrees to indemnify and to hold the ***seller*** absolutely harmless from all claims and all ***damages*** incurred by the ***seller*** because the ***buyer*** fails to perform any of the provisions of this hazardous substance provision to be performed by the ***buyer***.

(7) All of the terms and conditions of this hazardous substance provision shall survive the delivery of the ***Subject Deed*** to the ***buyer*** by the ***closing agent***.

CONDITION OF TITLE TO PREMISES: The ***seller*** warrants that the ***seller*** is vested with a merchantable, unencumbered, insurable, fee simple title to the ***premises***, subject only to the following:

(Taxes to be paid by buyer) All ***taxes*** herein expressly agreed to be paid by the ***buyer***.

(Irrigation charges herein agreed to be paid by buyer) All ***irrigation charges*** herein expressly agreed to be paid by the ***buyer***.

(Patents or state grants) All reservations in patents or state grants or in the laws authorizing the issuance thereof.

(Bonded debt of taxing units) The bonded debt of all taxing units.

(Local improvements) Any ***taxes*** for local improvements not now completed.

(Zoning requirements, etc.) All zoning requirements and restrictions imposed by any governmental unit.

(Building codes, etc.) All requirements and restrictions provided by any fire, building, plumbing, electrical, and other similar codes imposed by any governmental unit.

(Restrictions, etc. of record) All restrictions, covenants, servitudes, limitations, conditions, and prohibitions of record or provided by law.

(All rights of way) All rights of way under, over, and across the ***premises*** regardless of how evidenced or acquired and whether the same are or are not recorded in the recorder's office of the county in which the ***premises*** are situated.

(Title Commitment exceptions) Each exception set forth in the ***Title Commitment*** following:

Schedule B - Section 2: B General exceptions (2) and (5); and C. Special exceptions 3, 4, 5, 6, 7 and 8.

NO WARRANTY CONCERNING OUTSIDE BOUNDARIES. The seller DOES NOT WARRANT that the monuments (meaning fences, ditches, roads, markers, structures or other reference points) along or now used to designate the outside boundaries of the premises are on the true property line of the premises and the seller shall have no liability for any state of facts relating thereto which an accurate survey of the premises would now disclose including but not limited to the situation where such monuments enclose lands to which title is recorded in another and the situation where such monuments exclude a portion of the premises title to which is vested in or claimed by another. The buyer accepts the premises subject to such conditions, if any, as they now exist. This provision shall survive the delivery of the deed herein provided to be given.

TITLE COMMITMENT - TITLE POLICY: (title provision) The agreements of the ***seller*** and the ***buyer*** relating to the issuance of the ***Title Policy*** are as follows:

(1) The ***buyer*** hereby approves the form and content of the ***Title Commitment*** attached hereto and agrees to accept the ***Title Policy*** issued according to the ***Title Commitment*** provided:

(a) That all ***taxes*** shall be prorated and paid as provided in ***this contract***.

(b) That all irrigation charges shall be prorated and paid as provided in ***this contract***.

(c) That no new exceptions are added to or included in the ***Title Policy*** when issued.

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(d) That the ***seller*** has corrected or made provision to correct satisfactory to the ***closing agent*** before the ***time and date of closing*** each exception following:

Schedule B - Section 2: C. Special Exceptions 1, 2, 9, 10 and 11.

(2) Within ten (10) days after the ***time and date of closing***, the ***seller*** shall cause the ***Title Policy*** to be issued in the sum of the purchase price of the ***premises*** according to the ***Title Commitment*** and as provided in this title provision and shall cause the ***Title Policy*** to be delivered to the ***buyer*** and a copy of the ***Title Policy*** to be delivered to the ***seller***.

CLOSING AGENT. The closing agent for each of the parties to close this sale (herein called "***closing agent***") shall be:

Name: Pioneer Title Company of Ada County
Address: 8151 W. Rifleman St.
Boise, ID 83704
Phone: 208-373-3657
Fax: 208-373-3644

The above address shall be the service address of the ***closing agent*** for the purpose of the notice provision of ***this contract***.

THE CLOSING. (closing provision) This sale shall be closed as hereinafter provided in this closing provision.

(Time and date of closing) The time and date of closing this sale (herein called "***time and date of closing***") shall be at 2:00 P.M. on the date of October 15, 1998.

(Place of closing) The place of closing this sale (herein called "***place of closing***") shall be at the offices of the ***closing agent***.

(The closing) The phrase "***the closing***" means the ***time and date of closing*** and the ***place of closing***.

(Changing time and date of closing and place of closing) The parties and the ***closing agent*** may change the ***time and date of closing*** or the ***place of closing*** or both by an agreement in writing signed by the parties and the ***closing agent***.

(Closing documents prepared by closing agent) The ***closing agent*** shall prepare the usual ***closing documents*** (herein called "***closing documents***") prepared or filled in by the ***closing agent*** to close sales which are substantially the same as or similar to the sale provided in ***this contract***.

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(a) The ***closing agent*** shall make copies of the ***closing documents*** available to each party to pick up at the office of the ***closing agent*** at least five (5) days (excluding Saturdays, Sundays, and legal holidays) before the ***time and date of closing*** so that each party shall have an opportunity to review the ***closing documents*** before the ***time and date of closing***. A party has the right to require the ***closing agent*** to fax copies of the ***closing documents*** to such party but the reasonable costs incurred by the ***closing agent*** in such faxing shall be paid to the ***closing agent*** by the party so requiring.

(b) If a conflict exists between the provisions of ***this contract*** and the provisions of the ***closing documents***, then the provisions of the ***closing documents*** shall control as between the ***closing agent*** and the parties but the provisions of ***this contract*** shall control as between the parties.

(c) At ***the closing***, each party shall set forth in writing in reasonable detail each objection which that party has to the ***closing documents*** and each such objection shall be resolved between the parties and the ***closing agent*** at ***the closing***. If an objection cannot be resolved at ***the closing***, then:

(i) if such objection can be preserved for future determination in a manner agreeable to the parties and the ***closing agent*** in a written agreement signed by the parties and the ***closing agent***, this sale shall be closed in a manner preserving such objection.

(ii) If such objection cannot be preserved for future determination in a manner agreeable to the parties and the ***closing agent***, ***the closing*** of this sale shall be postponed until such objection is resolved by the order or judgment of a court of competent jurisdiction in an appropriate legal proceedings initiated by a party or by the ***closing agent***.

(Parties to be present at the closing) Each party shall be present in person or by a duly authorized representative at ***the closing*** so that all matters provided for in ***this contract*** can be finally settled and this sale closed at ***the closing***.

(Title insurance premium - payment) The premium on the ***Title Policy*** to be provided by the ***seller*** to the ***buyer*** shall be paid at ***the closing*** by the ***seller***.

(Recording fees - payment) Recording fees incurred in closing shall be paid as follows: the ***seller*** shall pay all recording fees incurred to clear title to the ***premises*** to meet the requirements of the title provision; and the ***buyer*** shall pay all recording fees incurred to record the ***Subject Deed*** provided in ***this contract*** to be given by the ***seller*** to the ***buyer***.

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(Other closing costs) If other closing costs are incurred for which no provision is made in ***this contract***, such closing costs shall be paid one-half by the ***buyer*** and one-half by the ***seller***.

(Subject Deed delivered to closing agent) The ***seller*** shall sign, have notarized and deliver to the ***closing agent*** the original of the ***Subject Deed*** attached hereto when hereinafter provided.

(Bill of Sale delivered to closing agent) The ***seller*** shall sign, have notarized and deliver to the ***closing agent*** the original of the ***Bill of Sale*** attached hereto when hereinafter provided.

(Parties to deposit documents and money with closing agent) Anything to the contrary contained in ***this contract*** not withstanding:

(1) On or before ***the closing***, the ***seller*** shall deliver or cause to be delivered to the ***closing agent*** the following:

(a) The ***Subject Deed***.

(b) The ***Subject Bill of Sale***.

(c) All money which the ***seller*** is required to pay to close this sale after the ***deferred portion of the purchase price*** has been applied to close this sale.

(d) All information relating to this sale requested by the ***closing agent*** which the ***closing agent*** reasonably needs to close this sale.

(2) On or before ***the closing***, the ***buyer*** shall delivery or cause to be delivered to the ***closing agent*** the following:

(a) The ***deferred portion of the purchase price*** of $290,000.00.

(b) All money which the ***buyer*** is required to pay to close this sale.

(c) All information relating to this sale requested by the ***closing agent*** which the ***closing agent*** reasonably needs to close this sale.

(Form of payment - personal check) All money herein provided to be paid by a party to the ***closing agent*** shall be paid in the form of a personal check.

(Use of purchase price to close) The purchase price shall be used by the ***closing agent*** to the extent necessary at ***the closing***:

(a) to clear the ***premises*** of all liens, encumbrances, and ***taxes*** herein provided to be paid by the ***seller***;

(b) to pay the ***seller's*** portion of all items herein provided to be prorated between the ***seller*** and the ***buyer***; and

(c) to pay all expenses and closing costs herein provided to be paid by the ***seller***.

(Prorating) Each item provided in ***this contract*** to be prorated shall be prorated as of the date specified in ***this contract*** for the proration thereof but if no date is specified for the proration of an item then that item shall be prorated as of the ***time and date of closing***. If ***the closing*** of this sale shall occur before the ***taxes*** for the current year are known, then the proration of ***taxes*** shall be based on the ***taxes*** for the preceding year and each party accepts such basis of proration as final.

(Closing statement) The ***closing agent*** shall provide the ***seller*** and the ***buyer*** with a complete and accurate closing statement on this sale at ***the closing***.

(Sequence in closing by closing agent and the closing) In closing this sale, the ***closing agent*** shall proceed in a sequence so that:

1. The ***buyer*** signs the ***Subject Deed***.

2. Each objection to the ***closing documents*** is resolved or is preserved in writing for future determination as provided in ***this contract***.

3. All money required to be paid by the ***buyer*** and to be paid by the ***seller*** to close this sale is on deposit with the ***closing agent*** or adequate provisions to insure payment on or before the ***time and date of closing*** have been made, all before the ***Subject Deed*** from the ***seller*** to the ***buyer*** is recorded.

4. The ***Title Policy*** is issued in compliance with the provisions of ***this contract*** or adequate provision has been made for the issuance thereof in compliance with the title provision, all before any of the money deposited with the ***closing agent*** by the ***buyer*** or by the ***seller*** is disbursed for any purpose. All liens against the ***premises*** shall be paid and released before recording the ***Subject Deed***.

When subparagraphs 1, 2, 3 and 4 above have been completed, the ***closing agent*** shall forthwith proceed to close this sale by

(a) recording the ***Subject Deed***;

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(b) obtaining the ***Title Policy***; and

(c) disbursing all funds to each party and each third person entitled thereto as provided in ***this contract***.

This sale shall be deemed closed on the day following the date on which the ***Subject Deed*** is recorded.

(Signing other documents at or after closing) At ***the closing*** or at any time after ***the closing*** and within fourteen days after service by one party ("requesting party" herein) on the other party ("noticed party" herein) of a notice so requesting, the noticed party shall forthwith sign, have notarized as indicated and return to the requesting party each document accompanying such notice which is necessary or convenient to release any apparent right or title or interest in or to effect and complete the transfer of all property transferred or contracted to be transferred to or to be retained by the requesting party under the provisions of ***this contract***.

No document submitted under this provision to the noticed party for signature shall contain and this provision does not require the noticed party to sign any document (i) which contains any covenant or warranty or other provision of any kind which creates any new liability or enlarges any existing liability of the noticed party to a party to ***this contract*** or to a third party or (ii) which impairs or modifies or extinguishes any right or benefit of the noticed party under the provisions of ***this contract*** as to a party to ***this contract*** or as to any third party.

(Buyer's remedies for seller's default) If the ***seller*** defaults in performing any of the provisions of ***this contract*** to be performed by the ***seller*** at ***the closing***, the ***buyer*** may without notice pursue any remedy now or hereafter provided by law for such default including but not limited to: (1) permitting the ***closing agent*** to close this sale to the extent possible without waiving any right of action against the ***seller*** for any relief applicable including specific performance or damage or both; or (2) declaring ***this contract*** terminated in which case the ***buyer*** shall be released from all liability to buy the ***premises*** from the ***seller*** and shall be entitled to an immediate refund of all money paid by the ***buyer*** to the ***seller*** under ***this contract*** and all money deposited with the ***closing agent*** by the ***buyer*** under ***this contract***.

(Seller's remedies for buyer's default) If the ***buyer*** defaults in performing any of the provisions of ***this contract*** to be performed by the ***buyer*** at ***the closing***, the ***seller*** may without notice pursue any remedy now or hereafter provided by law for such default including but not limited to: (1) permitting the ***closing agent*** to close this sale to the extent possible without waiving any right of action against the ***buyer*** for any relief applicable including specific performance or ***damages*** or both; or (2) declaring ***this contract*** terminated in which case the ***seller*** shall be released from all liability to sell the ***premises*** to the ***buyer*** and shall have the right to retain all money paid by the ***buyer*** to the ***seller*** under ***this contract***.

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(Interest during default -- compounded monthly) If one party fails to pay any money which is due to the other party or which was to be paid by such one party but was assumed by or paid by such other party to close this sale, such money shall be immediately due and shall bear interest from the date such money became due until it is paid at the maximum interest rate per annum permitted by law or the rate of twelve percent (12%) per annum, whichever is less, compounded monthly.

(Closing agent's remedies) If this sale is not closed on or before the ***time and date of closing*** as the same may be changed by the parties and the ***closing agent***, or if a party objects to the ***closing documents*** and each such objection is not resolved as provided in ***this contract***, or if the parties dispute any matter pertaining to ***the closing***, the ***closing agent*** may without liability to either or both of the parties: (1) refuse to take any action until the parties mutually agree thereto or until the parties resolve the dispute by mutual agreement in writing or by legal proceedings; or (2) resign, interplead the parties in any appropriate legal proceedings, and be discharged from further responsibility hereunder; or (3) pursue both (1) and (2). The parties jointly and severally agree to pay to the ***closing agent*** all costs and reasonable attorney's fees incurred by the ***closing agent*** in pursuing (1) or (2) or (3) above.

(Limitations on liability of closing agent) The ***closing agent*** shall have no liability for the legal sufficiency of ***this contract*** or of any of the legal instruments used in closing this sale or for the failure of this transaction or for the failure of either the ***seller*** or the ***buyer*** to comply with any federal or state laws or regulations including, but not limited to, those pertaining to truth in lending or consumer credit or consumer protection.

(Successor closing agent) If the ***closing agent*** named above or any successor ***closing agent*** fails to accept or having accepted resigns from the office of ***closing agent***, the office of ***closing agent*** shall be vacant and a successor ***closing agent*** shall forthwith be selected by the parties, or if the parties are unable to agree thereon within ten (10) days after such vacancy occurs, then by any court of competent jurisdiction upon the application of any party. Each successor ***closing agent*** shall be a title company authorized to do business in Idaho. If a successor ***closing agent*** acts hereunder, then: the term "***closing agent***" as used herein includes each successor ***closing agent***; the ***place of closing*** shall be at the offices of the successor ***closing agent*** or at such other place as the parties and the successor ***closing agent*** may hereafter designate by mutual agreement in writing deposited with the successor ***closing agent***; and the ***time and date of closing*** and the time for performance of the provisions of ***this contract*** by each party is extended one day for each day that the office of the ***closing agent*** is vacant but if such extended ***time and date of closing*** falls on a Saturday or a Sunday or a legal holiday, then the ***time and date of closing*** shall be the first day following such extended ***time and date of closing*** which is not a Saturday or a Sunday or a legal holiday.

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SERVICE OF NOTICES, ETC.: (notice provision) Each notice (the term "notice" means each notice, communication, and document) required or permitted by ***this contract*** to be served by one party on the another party or on or by the ***closing agent*** shall not be effective for any purpose unless such notice is in writing and is served either by delivery or by mail as provided in this notice provision.

(Service by delivery) Service by delivery shall be made by delivering such notice personally to the party to be served and shall be complete when such notice is delivered.

(Service by mail) Service by mail shall be made by mailing such notice by United States certified or registered mail, return receipt requested, with postage prepaid thereon to the party to be served at the service address of such party and shall be complete the first day which is not a Saturday or a Sunday or a legal holiday after the day such notice is mailed if it is mailed at any United States Post Office located in Ada or Boise or Canyon Counties, Idaho; provided that if such notice is mailed at a United States Post Office located in any other county then service by mail shall be complete when such notice is actually received by the party to be served.

(Service address) The service address of each party is the address set forth under the signature of that party in ***this contract*** until changed when it shall be the service address stated in the last notice changing the service address served by that party as provided in this notice provision.

(Change of service address) A party may from time to time change the service address of such party by serving a notice on the other party as provided in this notice provision stating such new service address.

(Service of notice on or by the closing agent) If a party serves a notice on another party, the party serving such notice shall at the same time serve a copy of such notice on the ***closing agent*** in the manner provided in this notice provision. If the ***closing agent*** elects to serve a notice on one party, the ***closing agent*** shall at the same time serve such notice on every party in the manner provided in this notice provision.

TITLE TO PREMISES RESERVED. Title to the ***premises*** is hereby reserved in the ***seller*** until the ***deferred portion of the purchase price*** and all interest are paid in full.

TIME OF ESSENCE. Time and prompt performance of each provision of ***this contract*** is of the essence.

RECORDING THIS CONTRACT PROHIBITED. Neither party shall record or file ***this contract*** in any public records without the prior written consent of the other party. Any violation of the provisions of this paragraph by a party shall constitute a default by that party.

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ENFORCEMENT EXPENSE OF THE PARTIES: (enforcement expense provision) The party who is not the prevailing party in any legal proceedings relating to ***this contract*** shall pay to the party who is a prevailing party in such legal proceedings all reasonable attorney's fees incurred in such legal proceedings by such prevailing party in addition to all costs allowed by law. This enforcement expense provision is independent of all other provisions of ***this contract*** and shall survive the foreclosure of, the rescission of, the forfeiture of and the termination of ***this contract***.

FINAL AGREEMENT. All oral and written representations, warranties, leases, options, agreements, and contracts discussed or entered into by the parties or their representatives before the ***effective date of this contract*** relating directly or indirectly to the transactions set forth in ***this contract*** are merged into and superseded by ***this contract*** and ***this contract*** constitutes the sole and the entire contract between the parties relating to the transactions set forth in ***this contract***.

WAIVER. A waiver by one party of one or several defaults in performance of any provision of ***this contract*** to be performed by any other party shall not be construed as being a waiver of such provision itself or any subsequent default in performance thereof or of this provision.

ALL CONSENTS, AMENDMENTS AND WAIVERS MUST BE IN WRITING, ETC. The parties specifically agree as follows:

(1) No consent by a party to anything provided in ***this contract*** requiring the prior consent of such party shall be effective for any purpose unless such consent is in writing and signed by the party whose consent is required.

(2) No amendment of ***this contract*** shall be effective for any purpose unless such amendment is in writing and signed by the parties.

(3) No waiver of any provision of ***this contract*** and no waiver of a default in performing any provision of ***this contract*** shall be effective for any purpose unless such waiver is in writing and signed by the parties.

(4) No delay by a party in enforcing any provision of ***this contract*** shall be effective as a waiver of any default in performing such provision or constitute a waiver of that provision itself unless such waiver is in writing and signed by the parties.

(5) The requirement that each consent, each amendment and each waiver shall be in writing signed by the parties is an essential provision of ***this contract*** designed to maintain clear agreements and to avoid disputes and litigation and no party shall claim for any purpose or in any legal proceedings: (a) that an oral consent or an oral amendment or an oral waiver is

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effective; (b) that such required writing signed by the parties was waived by words or conduct or by the passage of time; or (c) that such required writing signed by the parties is deemed dispensed with by any form of estoppel.

TRANSFER OF INTEREST IN THIS CONTRACT AND THE PREMISES PROHIBITED. (transfer provision) The ***buyer*** shall not transfer ("transfer" meaning sell or contract to sell or assign or contract to assign or otherwise transfer or hypothecate or assign as security or pledge or otherwise encumber) the ***buyer's*** interest in ***this contract*** or the ***premises*** or any part thereof without first obtaining the written consent of the ***seller*** which consent shall not be unreasonably withheld. Any violation of the provisions of this paragraph by the ***buyer*** shall render each such attempted transfer null and void.

LEGAL SERVICES IN PREPARING THIS CONTRACT, ETC. Legal ethics do not permit an attorney to represent both parties to a transaction for the reason, among others, that the parties thereto usually have conflicting interests and each party should have independent legal advice as to the interests of that party. ***This contract*** and the related documents in this transaction were prepared by the attorney for the ***seller***.

EACH PARTY REPRESENTED BY INDEPENDENT COUNSEL. Each party acknowledges that such party has been represented by independent counsel of that party's own choosing throughout all of the negotiations that preceded the signing of ***this contract*** and each such party has signed ***this contract*** with the consent of and on the advice of that party's independent legal counsel.

EXPRESS DISCLAIMER BY THE WIFE OF THE SELLER. Express disclaimer of all interest in the premises is hereby made by Patricia Ann Dovel, the wife of the seller, George Dovel, who hereby acknowledges and represents that the premises are the sole and separate property of the seller, George Dovel, and that she has never had or claimed any right or title or interest in the premises whatsoever. The parties and Patricia Ann Dovel agree that Patricia Ann Dovel has signed this contract of sale for the sole purpose of setting forth the foregoing disclaimer in writing and that she shall have no liability to the buyer for breach of any provisions contained in this contract of sale.

INTERPRETATION, ETC. ***This contract*** shall be interpreted as provided in this provision.

(Paragraph headings) The paragraph headings used herein are for convenience only, are not a part of ***this contract***, and shall not be used in interpreting it.

(Sale entire - not severable) The sale which is the subject of ***this contract*** is entire and in no respects severable.

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(No third person benefited) ***This contract*** is entered into for the sole protection and benefit of the parties and no third person shall have any right to make any claim under or right of action to enforce any of the provisions of ***this contract***.

(Governing law) ***This contract*** shall be interpreted and governed by the laws of the State of Idaho.

(Singular terms) Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

(Plural terms) The plural of a singular term defined herein shall have the same meaning or make the same reference as that singular term but in the plural.

(Duplicate originals) Several duplicate originals of ***this contract*** shall be signed and each such signed duplicate original shall be an original for all purposes.

(Definitions) When used in ***this contract***, the terms following shall have the meanings following:

--- **"party"** refers to a party to ***this contract***.

--- **"person"** refers to a natural person and a legal entity.

--- **"third person"** refers to a person who is not a party to ***this contract***.

--- **"legal entity"** means every entity known to or recognized by or created pursuant to any state or federal law now or hereafter in force and includes, but is not limited to, every kind of partnership, corporation, limited liability company, trust, estate and governmental unit but does not mean a natural person.

--- **"representative"** refers to each person acting on behalf of the party or the third person designated.

--- "***interest in this contract***" means all or any part of any legal or equitable or security interest in or any lien on ***this contract*** or the ***premises*** or both or on any benefit provided in or any proceeds of ***this contract***.

--- "**transfer**" means in the broadest sense every transaction or event whereby an ***interest in this contract*** is assigned or granted or inherited or passed from one person to another person and includes, but is not limited to, transactions or events which occur voluntarily or involuntarily or by operation of law.

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--- **"successor"** refers to each personal representative, executor, administrator, heir, devisee, legatee, assignee, transferee, and any other successor of a party.

--- **"provision"** refers to and includes all of the terms, conditions and agreements set forth in the paragraphs and subparagraphs below an underlined heading in ***this contract*** and such provision is referred to by the phrase in brackets following the underlined heading of such provision.

--- **"legal proceedings" and "legal proceedings relating to *this contract*"** each mean in the broadest sense every kind of court action, bankruptcy proceeding and appeal in all trial and appellate courts involving any controversy or claim or cause of action in any way connected with ***this contract*** on any legal theory including those based on contract or on tort or on statute or on legal precedent. Such legal proceedings include but are not limited to: (i) those brought to interpret or to enforce or to recover ***damages*** for the breach of or to rescind or to terminate ***this contract***; (ii) those brought to protect the validity of or enforceability of or the priority of or a party's rights provided in ***this contract***; and (iii) those brought by a party alleging fraud or misrepresentation or breach of an express or implied warranty.

EXHIBITS IDENTIFIED AND REFERENCES DEFINED. Each exhibit attached to ***this contract*** is identified and described as follows:

EXHIBIT A	**"*Title Commitment*"** refers to the commitment for title insurance issued on the ***premises***. **"*Title Policy*"** refers to the title insurance policy to be provided by the ***seller*** to the ***buyer***. It is not an exhibit attached hereto.
EXHIBIT B	**"*Subject Deed*"** refers to the deed to be delivered by the ***seller*** to the ***buyer***.
EXHIBIT C	**"*Bill of Sale*"** refers to the bill of sale to be delivered by the ***seller*** to the ***buyer***.

BINDING EFFECT. Each and all of the terms, conditions, agreements and provisions of ***this contract*** apply to and bind each successor of each party.

SIGNED BY THE SELLER:

George Dovel — October 9, 1998
Date Signed

Name: George Dovel
Address: 434 Pioneer Road
Horseshoe Bend, ID 83629
Fax No.: 208-793-2768

Patricia Ann Dovel — 10-9-98
Date Signed

Name: Patricia Ann Dovel
Address: 434 Pioneer Road
Horseshoe Bend, ID 83629
Fax No.: 208-793-2768

SIGNED BY THE BUYER:

Oct 9, 1998
Date Signed

Name: Randy Heffner
Address: 749 Rustic Lane
Mountain View, CA 94040
Fax No.: 408-326-5959

10-9-98
Date Signed

Name: Amy Heffner
Address: 749 Rustic Lane
Mountain View, CA 94040
Fax No.: 408-326-5959

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(208) 467-3100

STATE OF IDAHO, County of ~~Canyon~~ Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **George Dovel** and **Patricia Ann Dovel**, 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.

WITNESS my hand and seal on October 9, 1998.

Brock G Condie Notary Public for Idaho.

BROCK G. CONDIE NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO, County of Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **Randy Heffner** and **Amy Heffner**, 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.

WITNESS my hand and seal on October 9, 1998.

Brock G Condie Notary Public for Idaho.

BROCK G. CONDIE NOTARY PUBLIC STATE OF IDAHO

EISMANN LAW OFFICES
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6416
(208) 467-3100

Commitment To Insure

ALTA Commitment - 1970 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed Insured to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ *President*

Attest _____ *Secretary*

_____
Authorized Signatory

EXHIBIT A

ORT Form 2526

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

OLD REPUBLIC
National Title Insurance Company

Commitment To Insure

Issued through the Office of:

EXHIBIT A

COMMITMENT FOR TITLE INSURANCE
PIONEER TITLE COMPANY OF ADA COUNTY (208) 373-3700
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE A
SECOND AMENDED REPORT

File No.
P166899

1. Effective Date:
August 28, 1998 at 7:30 A.M.

PIONEER TITLE COMPANY OF ADA COUNTY
8151 W. RIFLEMAN
BOISE, ID 83704
ATTN: PENNY COMBS
Ph: 208-373-3626 Fx: 208-373-3610

Copies to:
RICHARD B. EISMANN
ATTORNEY AT LAW
3016 CALDWELL BLVD.
NAMPA, IDAHO 83651-6413
PH: 208-467-3100 FX: 208-466-4498

Escrow Inquiries should be directed to:
PENNY COMBS
ESCROW OFFICER (373-3626)
8151 W. RIFLEMAN
BOISE, ID 83704

Title Inquiries should be directed to:
PAULA PAULSON
TITLE OFFICER (PHONE 208-373-3676)
8151 W. RIFLEMAN
BOISE, ID 83704
FAX: 208-373-3644

2. Policy or Policies to be issued:

(A) Owner's Standard Coverage

	Amount	Premium
	$295,000.00	$1,140.00
HANDLING FEE		$25.00

Proposed Insured: RANDY HEFFNER AND AMY HEFFNER

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   FEE SIMPLE

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

   GEORGE W. DOVEL, AS SEPARATE ESTATE AND WALLACE CORPORATION, AN IDAHO CORPORATION
   PHONE NUMBER: 793-2768

5. The land referred to in this Commitment is described as follows:

   SEE SCHEDULE C

EXHIBIT A

File Number: P166899

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. **General Exceptions:**

(1) Rights or claims of parties in possession not shown by the public records.

(2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.

(3) Easements, or claims or easements, not shown by the public records.

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

(5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

(6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

*PARAGRAPHS 1,2,3,4,5 AND 6 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION 2.

EXHIBIT A

File Number: P166899

C. **Special Exceptions:**

1. GENERAL TAXES FOR THE YEAR 1997, WHICH ARE LIENS, ARE NOW DELINQUENT, PLUS PENALTY AND INTEREST.

PARCEL NO.	AMOUNT
RP07N02E124836A	$390.90
SAID TAXES AFFECT A PORTION OF PREMISES.	
RP07N02E129100A	$522.00
SAID TAXES AFFECT A PORTION OF PREMISES.	
RP07N02E133200A	$7.56
SAID TAXES AFFECT A PORTION OF PREMISES.	
RP07N02E132400A	$58.64
SAID TAXES AFFECT A PORTION OF PREMISES.	

GENERAL TAXES FOR THE YEAR 1996, WHICH ARE LIENS, ARE NOW DELINQUENT, PLUS PENALTY AND INTEREST.

PARCEL NO.	AMOUNT
RP07N02E124836A	$364.26
SAID TAXES AFFECT A PORTION OF PREMISES.	
RP07N02E129100A	$487.36
SAID TAXES AFFECT A PORTION OF PREMISES.	
RP07N02E133200A	$7.02
SAID TAXES AFFECT A PORTION OF PREMISES.	
RP07N02E132400A	$54.60
SAID TAXES AFFECT A PORTION OF PREMISES.	

2. GENERAL TAXES FOR THE YEAR 1998, WHICH ARE LIENS, ARE NOT YET DUE AND PAYABLE.

3. ANY, RIGHT OR INTEREST IN ANY MINERAL, MINERAL RIGHTS, OR RELATED MATTERS, INCLUDING BUT NOT LIMITED TO OIL, GAS, COAL, AND OTHER HYDROCARBONS.

4. MATTERS DISCLOSED BY RECORD OF SURVEY
RECORDED: APRIL 5, 1982
INSTRUMENT NO.: 104291

5. DECLARATION OF COVENANT REGARDING WATER RIGHTS EXECUTED BY AND BETWEEN THE PARTIES HEREIN NAMED UPON THE TERMS, CONDITIONS AND PROVISIONS THEREIN PROVIDED.
BETWEEN: ANGEL AND ROSA I. MADARIETA AND GEORGE DOVEL
DATED: NOVEMBER 15, 1989
RECORDED: NOVEMBER 15, 1989
INSTRUMENT NO.: 134948

6. AN EASEMENT CONTAINING CERTAIN TERMS, CONDITIONS AND PROVISIONS AFFECTING A PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN
FOR: INGRESS AND EGRESS, OVER, ALONG AND ACROSS THE SOUTH 50 FEET OF THE EAST 50 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST
IN FAVOR OF: ADJACENT PROPERTY OWNER
RECORDED: JANUARY 22, 1991
INSTRUMENT NO.: 138854

CONTINUED

EXHIBIT A

7. AN EASEMENT CONTAINING CERTAIN TERMS, CONDITIONS AND PROVISIONS AFFECTING A PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN
FOR: POWER LINE EASEMENT
IN FAVOR OF: IDAHO POWER COMPANY
RECORDED: DECEMBER 30, 1992
INSTRUMENT NO.: 146092
AFFECTS: A STRIP OF LAND 10.0 FEET WIDE, BEING 5.0 FEET ON EACH SIDE OF SURVEY LINE LYING OVER AND ACROSS THE NW1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 06'32" EAST 911.89 FEET; THENCE NORTH 87 DEGREES 00'11" EAST 646.11 FEET; THENCE NORTH 51 DEGREES 25'42" EAST 759.54 FEET; THENCE NORTH 23 DEGREES 50'00" EAST 184 FEET MORE OR LESS TO A POINT BEING THE REAL POINT OF BEGINNING; THENCE SOUTH 55 DEGREES 04' WEST 100 FEET MORE OR LESS TO THE END OF EASEMENT.

8. AN EASEMENT CONTAINING CERTAIN TERMS, CONDITIONS AND PROVISIONS AFFECTING A PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN
FOR: POWER LINE EASEMENT
IN FAVOR OF: IDAHO POWER COMPANY
RECORDED: DECEMBER 30, 1992
INSTRUMENT NO.: 146106
AFFECTS: A STRIP OF LAND 10 FEET WIDE BEING 5 FEET ON EACH SIDE OF SURVEY LINE, LYING OVER AND ACROSS THE NW1/4 OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 06'32" EAST 911.89 FEET; THENCE NORTH 87 DEGREES 00'11" EAST 646.11 FEET; THENCE NORTH 51 DEGREES 25'42" EAST 759.54 FEET; THENCE NORTH 23 DEGREES 50'00" EAST 184 FEET MORE OR LESS; THENCE SOUTH 55 DEGREES 04' WEST 100 FEET MORE OR LESS TO A POINT BEING THE REAL POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 04' WEST 125 FEET MORE OR LESS TO THE END OF EASEMENT.

9. A MORTGAGE TO SECURE AN INDEBTEDNESS OF $ 31,000.00, AND ANY OTHER AMOUNTS AS THEREIN PROVIDED, PAYABLE UNDER THE TERMS, CONDITIONS, PROVISIONS AND STIPULATIONS THEREOF.
DATED: NOVEMBER 15, 1989
MORTGAGOR: GEORGE DOVEL,A SINGLE MAN DEALING WITH HIS SOLE AND SEPARATE PROPERTY, AND ELISABETH V. WALLACE, A SINGLE WOMAN DEALING WITH HER SOLE AND SEPARATE PROPERTY
MORTGAGEE: ANGEL MADARIETA AND ROSA I. MADARIETA, HUSBAND AND WIFE
RECORDED: NOVEMBER 15, 1989
INSTRUMENT NO.: 134945

10. THE CORPORATION HEREAFTER NAMED FORFEITED ITS CHARTER TO DO BUSINESS IN THE STATE OF IDAHO. A CERTIFICATE OF REINSTATEMENT SHOULD BE OBTAINED FROM THE SECRETARY OF STATE INACCORDANCE WITH THE STATUTE.
CORPORATION: WALLACE CORPORATION

CONTINUED

EXHIBIT A

11. IF THE VESTED OWNER MENTIONED IN SCHEDULE A, PARAGRAPH 4 IS PRESENTLY MARRIED,
THE SPOUSE MUST EXECUTE ANY CONVEYANCE OR ENCUMBRANCE OF THE SUBJECT PROPERTY PURSUANT TO REQUIREMENTS OF CHAPTER 10, TITLE 55, IDAHO CODE, RELATING TO HOMESTEADS OR WE MUST BE FURNISHED SATISFACTORY PROOF THAT:
    1. THE SUBJECT PROPERTY IS NOT VESTEES OR VESTEE'S SPOUSE'S PRINCIPALS RESIDENCE
    OR
    2. PROOF THAT THE VESTED OWNER IS NOT MARRIED.

END OF EXCEPTIONS

NOTE:
WE NOTE A RECORD OF SURVEY OF THE SUBJECT PROPERTY.
REFERENCE TO THE RECORD IS MADE FOR FULL PARTICULARS.
RECORDED: JUNE 6, 1991
INSTRUMENT NO.: 139879

NOTE:
WE NOTE A RECORD OF SURVEY OF THE SUBJECT PROPERTY.
REFERENCE TO THE RECORD IS MADE FOR FULL PARTICULARS.
RECORDED: DECEMBER 26, 1991
INSTRUMENT NO.: 142296
REVISED: DECEMBER 18, 1991

NOTE:
WE NOTE A RECORD OF SURVEY OF THE SUBJECT PROPERTY.
REFERENCE TO THE RECORD IS MADE FOR FULL PARTICULARS.
RECORDED: APRIL 9, 1990
INSTRUMENT NO.: 136083

NOTE:
WE NOTE A RECORD OF SURVEY OF THE SUBJECT PROPERTY.
REFERENCE TO THE RECORD IS MADE FOR FULL PARTICULARS.
RECORDED: FEBRUARY 3, 1995
INSTRUMENT NO.: 154925

NOTE: THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.

NOTE:
THERE IS NO NOTICE OF RECORD AND THEREFORE NO SEARCH HAS BEEN MADE FOR ANY UNPAID ASSESSMENTS, CHARGES OR FEES FOR SEWER, WATER, GARBAGE, IRRIGATION AND OTHER POSSIBLE UTILITY SERVICES.

NOTE:
IF THE PROPOSED INSURED UNDER THE POLICY TO ISSUE HAS ANY QUESTIONS CONCERNING THE COVERAGE OR EXCLUSIONS FROM COVERAGE, THE COMPANY WILL BE PLEASED TO PROVIDE AN EXPLANATION.

CONTINUED

EXHIBIT A

File Number: P166899

NOTE:
PURSUANT TO THE STATE OF IDAHO INSURANCE REGULATIONS, A CANCELLATION FEE IS TO BE CHARGED ON ALL CANCELLED ORDERS. UNLESS OTHERWISE ADVISED, ORDERS WILL BE CONSIDERED CANCELLED SIX MONTHS AFTER THE EFFECTIVE DATED ON THE COMMITMENT. THE AMOUNT OF THE FEE ASSESS SHALL BE IN ACCORDANCE WITH OUR RATE FILING WITH THE IDAHO DEPARTMENT OF INSURANCE.

EXHIBIT A

File Number: P166899

SCHEDULE C

The land referred to in this Commitment is described as follows:

PARCEL NO. II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12 AND NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE, MERIDIAN, BOISE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 11, 12, 13, AND 14, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
NORTH 00 DEGREE 11'27" WEST, 415 FEET ALONG THE WEST LINE OF SAID SECTION 12 TO A BRASS CAP; THENCE
LEAVING SAID SECTION LINE NORTH 44 DEGREES 19'20" EAST, 1,248.28 FEET TO A BRASS CAP; THENCE
SOUTH 89 DEGREES 52'06" EAST, 418.32 FEET TO THE SOUTHWEST 1/16 CORNER FROM WHICH A BRASS CAP WITNESS CORNER LIES NORTH 89 DEGREES 52'06" EAST, 36.00 FEET; THENCE
NORTH 00 DEGREE 07'59" WEST ALONG THE CENTER WEST 1/16 LINE, 314.40 FEET TO AN IRON PIN; THENCE
LEAVING SAID 1/16 LINE NORTH 54 DEGREES 57'54" EAST, 135.80 FEET (RECORD NORTH 55 DEGREES 13'01" EAST, 135.70 FEET) TO AN IRON PIN; THENCE
NORTH 53 DEGREES 00'48" EAST, 292.51 FEET AN INCH IRON PIN; THENCE
NORTH 48 DEGREES 31'24" EAST, 14.28 FEET TO AN IRON PIN; THENCE
NORTH 15 DEGREES 21'00" WEST, 158.25 FEET TO AN IRON PIN; THENCE
NORTH 18 DEGREES 11'08" EAST, 610.11 FEET TO AN IRON PIN ON THE CENTER SECTION LINE; THENCE
SOUTH 89 DEGREES 33'08" EAST ALONG SAID CENTER SECTION LINE, 788.44 FEET TO A BRASS CAP MARKING THE CENTER SECTION CORNER OF SAID SECTION 12; THENCE
SOUTH 00 DEGREE 04'32" EAST ALONG THE CENTER SECTION LINE OF SAID SECTION, 854.03 FEET TO AN ALUMINUM CAP ON THE CENTER LINE OF A COUNTY ROAD; THENCE ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON PIN, A POINT OF CURVATURE; THENCE
257.15 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 20'00", A RADIUS OF 1,300.00 FEET, AND A CHORD WHICH BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO AN IRON PIN; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
474.73 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 03 DEGREES 24'00", AND A RADIUS OF 8,000.00 FEET AND A CHORD WHICH BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO AN IRON PIN; THENCE
SOUTH 47 DEGREES 26'00" WEST, 36.26 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
223.62 FEET ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 10 DEGREES 15'00", A RADIUS OF 1,250.00 FEET AND A CHORD WHICH BEARS SOUTH 52 DEGREES 33'30" WEST, 223.62 FEET TO AN IRON PIN; THENCE
SOUTH 57 DEGREES 41'00" WEST, 132.37 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE

LEGAL CONTINUED

EXHIBIT A

File Number: P166899

PARCEL NO. II (CONT.)
482.88 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 02 DEGREES 46'00", A RADIUS OF 10,000.00 FEET, AND A CHORD WHICH BEARS SOUTH 50 DEGREES 18'00" WEST, 482.83 FEET TO AN IRON PIN; THENCE
SOUTH 54 DEGREES 55'00" WEST, 310.57 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
193.59 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 48'00", A RADIUS OF 940.00 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES 49'00" WEST, 193.25 FEET TO AN ALUMINUM CAP ON THE WEST LINE OF SECTION 13; THENCE
LEAVING SAID COUNTY ROAD NORTH 00 DEGREE 06'32" WEST ALONG THE WEST LINE OF SAID SECTION, 275.00 FEET TO THE **REAL POINT OF BEGINNING.**

PARCEL III

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP MARKING THE 1/16 CORNER, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP, MARKING SOUTH QUARTER CORNER OF SECTION 12; THENCE
SOUTH 89 DEGREES 32'47" EAST, 2,618.63 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
NORTH 00 DEGREE 00'15" WEST ALONG THE EAST SECTION LINE OF SAID SECTION 1,309.02 FEET TO A BRASS CAP MARKING THE 1.16 CORNER OF SAID SECTION 12; THENCE
LEAVING SAID SECTION LINE NORTH 89 DEGREES 28'23" WEST, 2,620.30 FEET TO A 1/16 CORNER, MARKED BY A 1 INCH PIPE; THENCE
NORTH 00 DEGREES 04'32" WEST, 458.37 FEET TO A 5/8 INCH IRON BAR AND ALUMINUM CAP LOCATED IN THE CENTER OF COUNTY ROAD; THENCE
SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON BAR AT BEGINNING OF CURVE IN CENTER OF SAID COUNTY ROAD; THENCE
257.15 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 11 DEGREES 20'00", WHOSE RADIUS IS 1,300.00 FEET, WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO A 5/8 INCH IRON BAR ON THE CENTERLINE OF COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET ALONG THE CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
474.73 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 03 DEGREES 24'00", WHOSE RADIUS IF 8,000.00 FEET, WHOSE LONG CHORD BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 47 DEGREES 24'20" WEST, 36.26 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
223.62 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 10 DEGREES 15'00", WHOSE RADIUS IS 1,250.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 33'30" WEST, 223.32 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE

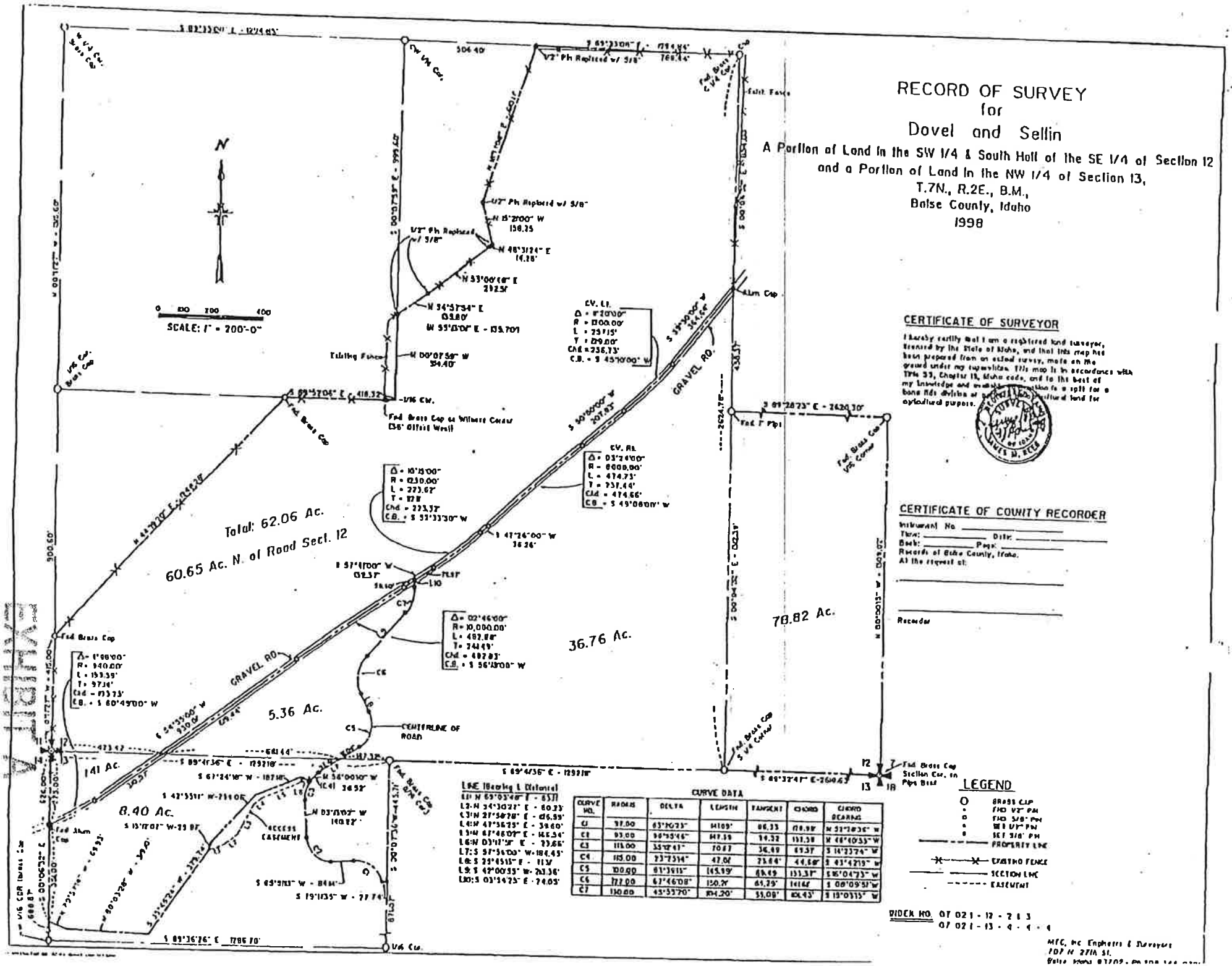
LEGAL CONTINUED

EXHIBIT A

09/17/98 15:20 ☎2084664496 EISMANN LAW OFF. 010

RECORD OF SURVEY
for
Dovel and Sellin

A Portion of Land in the SW 1/4 & South Half of the SE 1/4 of Section 12
and a Portion of Land in the NW 1/4 of Section 13,
T.7N., R.2E., B.M.,
Boise County, Idaho
1998



CERTIFICATE OF SURVEYOR

I hereby certify that I am a registered land surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey, made on the ground under my supervision. This map is in accordance with Title 55, Chapter 19, Idaho code, and to the best of my knowledge and belief, it is a split for a bona fide division of agricultural land for agricultural purposes.

CERTIFICATE OF COUNTY RECORDER

Instrument No. _____
Time: _____ Date: _____
Book: _____ Page: _____
Records of Boise County, Idaho.
At the request of:

_____

_____
Recorder

LEGEND

- O BRASS CAP
- • FND 1/2" PH
- ⊙ FND 5/8" PH
- ▲ SET 1/2" PH
- ■ SET 5/8" PH
- PROPERTY LINE
- EXISTING FENCE
- SECTION LINE
- EASEMENT

LINE (Bearing & Distance)
L1: N 69°03'46" E - 85.11'
L2: N 34°30'27" E - 80.23'
L3: N 21°56'28" E - 126.93'
L4: N 47°36'23" E - 39.60'
L5: N 61°46'07" E - 145.36'
L6: N 03°11'31" E - 73.65'
L7: S 57°56'00" W - 184.45'
L8: S 25°45'55" E - 11.14'
L9: S 42°00'55" W - 263.36'
L10: S 03°34'25" E - 74.05'

CURVE DATA

CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	97.00	63°30'23"	84.09'	46.33	79.84'	N 33°28'36" W
C2	93.00	30°55'46"	50.19	25.72	49.58'	N 48°40'33" W
C3	115.00	35°12'41"	70.67	36.69	69.57'	S 14°23'24" W
C4	115.00	23°23'14"	47.01	23.84	46.68'	S 43°42'19" W
C5	100.00	61°39'15"	107.59'	59.49	102.51'	S 85°04'23" W
C6	177.00	67°46'08"	130.21	74.29	122.78'	S 08°09'51" W
C7	130.00	45°53'20"	104.20'	55.08'	101.43'	S 19°03'15" W

PARCEL NO. 07 021 - 12 - 2 & 3
07 021 - 13 - 4 - 1 - 1

MFG, Inc. Engineers & Surveyors
107 N. 27th St.
Boise, Idaho 83702 - PH 208 344-3506

WARRANTY DEED

THE GRANTOR is **George Dovel**, a married man dealing with his sole and separate property (herein called grantor) and whose wife is Patricia Ann Dovel.

THE GRANTEE is **Randy Heffner** and **Amy Heffner**, husband and wife (herein called grantee) whose current address is 749 Rustic Lane, Mountain View, CA 94040.

FOR VALUE RECEIVED, the grantor and the grantee hereby agree to the provisions of this deed and the grantor hereby grants, bargains, sells and conveys unto the grantee those lands (herein called "premises") situated in Boise County, Idaho, and described in **Exhibit A** which is attached hereto and by this reference incorporated herein.

TOGETHER with all rights of way, improvements, fixtures, tenements, hereditaments and appurtenances thereto belonging or used in connection therewith.

WATER RIGHTS: Together with those water rights hereafter designated to be transferred to the grantee but excluding those water rights hereafter designated to be retained by the grantor.

Decreed Water Right				**Transfer to grantee**		**Retained by grantor**	
Number	Source	cfs	Acres or use	cfs	Acres or use	cfs	Acres or use
65-10950	Porter Cr.	1.61	57	1.49	54	0.12	3
65-10950	Porter Cr.	0.03	Stock	0.03	Stock	Auto	Minimum
65-10951	Porter Cr.	0.84	42	.62	31	0.22	11
65-10951	Porter Cr.	0.03	Stock	0.03	Stock	Auto	Minimum
65-10952	Spring	0.04	Domestic	N/A		0.04	Domestic
65-10953	Porter Cr.	0.04	Domestic	N/A		0.04	Domestic
65-19641	Porter Cr.	0.04	Irrig., Dom.	N/A		0.04	Irrig., Dom.

CONDITION OF TITLE: Subject to each of the following:

(Taxes prorated by date) All taxes, both general and special, levied against the premises by any taxing unit for any purpose including but not limited to bonds and special improvements prorated for the period of time of and after the date of October 15, 1998, with the grantor to pay before delinquency all such taxes prorated for the period of time before such date and the grantee to pay before delinquency all such taxes for the period of time after such date.

(Irrigation charges prorated by irrigation season) All irrigation charges, both general and special, levied against the premises by any irrigation or drainage unit for any purpose (including but not limited to bonds, construction charges, special improvements, irrigation and drainage) for the irrigation season

EXHIBIT B

(Maintenance defined, etc.) When used in this easement provision, the term "maintenance" means and includes maintenance, repair and reconstruction and the term "maintaining" means and includes maintaining, repairing and reconstructing.

(Subject easement) The grantor reserves an easement 14 feet in width which is 7 feet on each side of the center of the subject pipeline as now constructed for the purposes of maintaining the subject pipeline and for the purposes of conveying the water provided by each water right from Porter Creek used for or on the adjoining lands through the subject pipeline to the adjoining lands. If the location of the subject pipeline or any portion thereof is relocated in the future, then the location of the subject easement shall change to conform to the relocation of the subject pipeline or portion of the subject pipeline.

(Duration of subject easement) The grantor shall have and hold the subject easement forever.

(Nonexclusive use of subject easement) The grantor and the grantee shall each have the nonexclusive use of the subject easement and the subject pipeline and each shall use the subject easement and the subject pipeline so as not to unreasonably interfere with the use thereof by the other.

(Maintenance and costs of maintenance) The parties shall keep the subject pipeline in good operating condition at all times. The costs of maintaining the subject pipeline shall be paid as follows:

(1) If such maintenance is caused by the negligence of or any act or failure to act by the grantor or any agent, employee, tenant, licensee, permitee or guest of the grantor, then the grantor shall pay all of the costs of such maintenance.

(2) If such maintenance is caused by the negligence of or any act or failure to act by the grantee or any agent, employee, tenant, licensee, permitee or guest of the grantee, then the grantee shall pay all of the costs of such maintenance.

(3) If subparagrahs (1) and (2) above do not apply and if maintenance is required to keep the subject pipeline in good operating condition, then the grantor shall pay 15% and the grantee shall pay 85% of the costs of such maintenance.

(4) All maintenance shall be performed as soon as possible after such maintenance becomes necessary, time being of the essence thereof, to keep the subject pipeline operating so as to avoid loss of water supply to either or both the grantor or the grantee.

(5) By written notice of termination signed and notarized by the grantor and personally served upon the grantee and recorded in the office of the recorder for Boise County, Idaho, the grantor may terminate the grantor's interest in the subject easement and the subject pipeline in which case the subject easement shall immediately terminate and the grantor shall have no further liability for any of the costs of maintaining the subject pipeline from causes occurring after service of such notice.

(6) By written notice signed and notarized by the grantee and served upon the grantor and recorded in the office of the recorder for Boise County, Idaho, the grantee may terminate the grantee's right to use the subject pipeline in which case the grantee shall have no further liability

EXHIBIT B

DATED: October 9, 1998

George Dovel

George Dovel, Grantor

Patricia Ann Dovel

Patricia Ann Dovel, wife of the Grantor

Randy Heffner, Grantee

Amy Heffner, Grantee

STATE OF IDAHO, County of ~~Canyon~~ Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **George Dovel** and **Patricia Ann Dovel**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on October 9, 1998

Brock G Condie Notary Public.

BROCK G. CONDIE NOTARY PUBLIC STATE OF IDAHO

STATE OF IDAHO, County of Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **Randy Heffner** and **Amy Heffner**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on October 9, 1998

Brock G Condie Notary Public.

BROCK G. CONDIE NOTARY PUBLIC STATE OF IDAHO

EXHIBIT B

PARCEL NO. II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12 AND NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE, MERIDIAN, BOISE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 11, 12, 13, AND 14, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
NORTH 00 DEGREE 11'27" WEST, 415 FEET ALONG THE WEST LINE OF SAID SECTION 12 TO A BRASS CAP; THENCE
LEAVING SAID SECTION LINE NORTH 44 DEGREES 19'20" EAST, 1,248.28 FEET TO A BRASS CAP; THENCE
SOUTH 89 DEGREES 52'06" EAST, 418.32 FEET TO THE SOUTHWEST 1/16 CORNER FROM WHICH A BRASS CAP WITNESS CORNER LIES NORTH 89 DEGREES 52'06" EAST, 36.00 FEET; THENCE
NORTH 00 DEGREE 07'59" WEST ALONG THE CENTER WEST 1/16 LINE, 314.40 FEET TO AN IRON PIN; THENCE
LEAVING SAID 1/16 LINE NORTH 54 DEGREES 57'54" EAST, 135.80 FEET (RECORD NORTH 55 DEGREES 13'01" EAST, 135.70 FEET) TO AN IRON PIN; THENCE
NORTH 53 DEGREES 00'48" EAST, 292.51 FEET AN INCH IRON PIN; THENCE
NORTH 48 DEGREES 31'24" EAST, 14.28 FEET TO AN IRON PIN; THENCE
NORTH 15 DEGREES 21'00" WEST, 158.25 FEET TO AN IRON PIN; THENCE
NORTH 18 DEGREES 11'08" EAST, 610.11 FEET TO AN IRON PIN ON THE CENTER SECTION LINE; THENCE
SOUTH 89 DEGREES 33'08" EAST ALONG SAID CENTER SECTION LINE, 788.44 FEET TO A BRASS CAP MARKING THE CENTER SECTION CORNER OF SAID SECTION 12; THENCE
SOUTH 00 DEGREE 04'32" EAST ALONG THE CENTER SECTION LINE OF SAID SECTION, 854.03 FEET TO AN ALUMINUM CAP ON THE CENTER LINE OF A COUNTY ROAD; THENCE
ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON PIN, A POINT OF CURVATURE; THENCE
257.15 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 20'00", A RADIUS OF 1,300.00 FEET, AND A CHORD WHICH BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO AN IRON PIN; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
474.73 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 03 DEGREES 24'00", AND A RADIUS OF 8,000.00 FEET AND A CHORD WHICH BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO AN IRON PIN; THENCE
SOUTH 47 DEGREES 26'00" WEST, 36.26 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
223.62 FEET ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 10 DEGREES 15'00", A RADIUS OF 1,250.00 FEET AND A CHORD WHICH BEARS SOUTH 52 DEGREES 33'30" WEST, 223.62 FEET TO AN IRON PIN; THENCE
SOUTH 57 DEGREES 41'00" WEST, 132.37 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE

LEGAL CONTINUED

EXHIBIT A
EXHIBIT B

PARCEL NO. II (CONT.)
482.88 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 02 DEGREES 46'00", A RADIUS OF 10,000.00 FEET, AND A CHORD WHICH BEARS SOUTH 50 DEGREES 18'00" WEST, 482.83 FEET TO AN IRON PIN; THENCE
SOUTH 54 DEGREES 55'00" WEST, 310.57 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
193.59 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 48'00", A RADIUS OF 940.00 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES 49'00" WEST, 193.25 FEET TO AN ALUMINUM CAP ON THE WEST LINE OF SECTION 13; THENCE
LEAVING SAID COUNTY ROAD NORTH 00 DEGREE 06'32" WEST ALONG THE WEST LINE OF SAID SECTION, 275.00 FEET TO THE **REAL POINT OF BEGINNING.**

PARCEL III

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP MARKING THE 1/16 CORNER, SAID CORNER BEING THE **REAL POINT OF BEGINNING;** THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP, MARKING SOUTH QUARTER CORNER OF SECTION 12; THENCE
SOUTH 89 DEGREES 32'47" EAST, 2,618.63 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
NORTH 00 DEGREE 00'15" WEST ALONG THE EAST SECTION LINE OF SAID SECTION 1,309.02 FEET TO A BRASS CAP MARKING THE 1.16 CORNER OF SAID SECTION 12; THENCE
LEAVING SAID SECTION LINE NORTH 89 DEGREES 28'23" WEST, 2,620.30 FEET TO A 1/16 CORNER, MARKED BY A 1 INCH PIPE; THENCE
NORTH 00 DEGREES 04'32" WEST, 458.37 FEET TO A 5/8 INCH IRON BAR AND ALUMINUM CAP LOCATED IN THE CENTER OF COUNTY ROAD; THENCE
SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON BAR AT BEGINNING OF CURVE IN CENTER OF SAID COUNTY ROAD; THENCE
257.15 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 11 DEGREES 20'00", WHOSE RADIUS IS 1,300.00 FEET, WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO A 5/8 INCH IRON BAR ON THE CENTERLINE OF COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET ALONG THE CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
474.73 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 03 DEGREES 24'00", WHOSE RADIUS IF 8,000.00 FEET, WHOSE LONG CHORD BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 47 DEGREES 24'20" WEST, 36.26 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
223.62 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 10 DEGREES 15'00", WHOSE RADIUS IS 1,250.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 33'30" WEST, 223.32 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE

LEGAL CONTINUED

EXHIBIT A
EXHIBIT B

PARCEL NO. III (CONT.)
SOUTH 57 DEGREES 41'00" WEST, 72.97 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTY ROADS INTERSECTION; THENCE
SOUTH 03 DEGREES 54'25" EAST, 24.05 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTRY ROAD MARKING POINT OF CURVE; THENCE
104.20 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IF 45 DEGREES 55'20", WHOSE RADIUS IS 130.00 FEET, WHOSE LONG CHORD BEARS SOUTH 19 DEGREES 03'15" WEST, 101.43 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 42 DEGREES 00'55" WEST, 213.36 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
150.21 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 67 DEGREES 46'08", WHOSE RADIUS IS 127.00 FEET, WHOSE LONG CHORD BEARS SOUTH 08 DEGREES 09'51" WEST, 141.61 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 25 DEGREES 45'13" EAST, 71.31 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
145.99 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 39'13", WHOSE RADIUS IS 100.00 FEET, WHOSE LONG CHORD BEARS SOUTH 16 DEGREES 04'23" WEST, 133.37 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD MARKING A POINT OF TANGENT; THENCE
SOUTH 57 DEGREES 54'00" WEST, 91.04 FEET ALONG CENTER OF SAID COUNTY ROAD TO A POINT ON SECTION LINE; THENCE
SOUTH 57 DEGREES 54'00" WEST 93.41 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE IN SECTION 13; THENCE
47.01 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 23 DEGREES 25'14", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 43 DEGREES 423'19" WEST, 44.68 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD MARKING POINT OF CURVE; THENCE
70.67 FEET ON THE ARC OF SAME CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 35 DEGREES 12'47", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 14 DEGREES 23'24" WEST, 69.57 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 03 DEGREES 13'02" EAST, 140.22 FEET LONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE; THENCE
147.59 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 90 DEGREES 55'46", WHOSE RADIUS IS 93.00 FEET, WHOSE LONG CHORD BEARS SOUTH 48 DEGREES 40'55" EAST, 132.58 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
NORTH 85 DEGREES 51'13" EAST, 84.14 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
141.09 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 20'23", WHOSE RADIUS IS 97.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 28'36" EAST, 128.98 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
LEAVING COUNTY ROAD NORTH 79 DEGREES 11'35" EAST, 27.74 FEET TO A 5/8 INCH IRON PIN; THENCE
NORTH 00 DEGREES 07'36" EAST, 445.72 FEET TO THE **REAL POINT OF BEGINNING.**

END OF LEGAL DESCRIPTION

EXHIBIT A

EXHIBIT B

MTC
ENGINEERS - SURVEYORS
McCARTER • TULLER • CHRONIC, INCORPORATED
707 N. 27TH ST. BOISE, IDAHO 83702 (208) 345-0780 FAX (208) 343-8967

Legal Description
for
George Dovel (DOVEL HOME)

Parcel No. 1

A parcel of land located in the Southwest ¼ of Section 12 and Northwest ¼ of Section 13, T.7N., R.2E., B.M., Boise County, Idaho described as follows:

Commencing at a brass cap, marking the Southwest corner of Section 12; thence South 89°41'36" East along the South line of said section, 423.42 feet to a point on the centerline of a County Road, said point being the REAL POINT OF BEGINNING;

thence North 54°55'00" East, 619.44 feet to a point of curve;

thence 482.87 feet along said curve to the right, whose central angle is 02°46'00", whose radius is 10,000.00 feet, whose length is 482.87 feet, whose long chord bears North 56°18'00" East, 482.83 feet to a point of tangent;

thence North 57°41'00" East, 59.40 feet to a point in intersection of County Roads;

thence South 03°54'25" East, 24.05 feet along centerline of County Road to a point of curve;

thence 104.20 feet along said curve to the right, whose central angle is 45°55'20", whose radius is 130.00 feet; whose long chord bears South 19°03'15" West, 101.43 feet to a point of tangent;

thence South 42°00'55" West, 213.36 feet along centerline of County Road to a point of curve;

thence 150.21 feet along said curve to the left, whose central angle is 67°46'08", whose radius is 127.00 feet, whose long chord bears South 08°09'51" West, 141.61 feet to a point of tangent;

thence South 25°45'13" East, 71.31 feet along the centerline of County Road to a point of curve;

thence 145.99 feet along said curve to the right, whose central angle is 83°39'13", whose radius is 100.00 feet, whose long chord bears South 16°04'23" West, 133.37 feet to a point of tangent;

EXHIBIT B

thence South 57°54'00" West, 184.45 feet along the centerline of County Road to a point of curve;

thence 47.01 feet along said curve to the left whose central angle is 23°25'14", whose radius is 115.00 feet, whose long chord bears South 43°42'19" West, 44.68 feet to a point;

thence leaving the County Road North 58°00'10" West, 38.52 feet to a point;

thence South 67°24'18" West, 187.18 feet to a point;

thence South 42°55'11" West, 254.06 feet to a point;

thence South 15°12'07" West, 25.87 feet to a point;

thence South 35°46'24" West, 379.74 feet to a point;

thence North 88°00'57" West, 318.64 feet to a point;

thence North 70°57'14" West, 69.93 feet to a point;

thence North 00°06'32" West, 351.00 feet to a point of beginning of curve;

thence 193.59 feet along said curve to the left, whose central angle is 11°48'00", whose radius is 940.00 feet, whose long chord bears North 60°48'00" East, 193.25 feet to a point of tangent;

thence North 54°55'00" East, 310.57 feet along the centerline of County Road to the **REAL POINT OF BEGINNING.**

Said parcel contains a calculated area of 13.76 acres, subject to County Road right-of-way.

Saving and accepting all easements of record or in use.

Also an ingress and egress easement over the following described parcel:

Commencing at a brass cap marking the Northwest corner of Section 13, T.7N., R.2E., B.M., Boise County, Idaho; thence South 89°41'36" East along the North line of said section, 1,104.86 feet to a point on the centerline of a County Road; thence South 57°54'00" West along said road 93.41 feet to a point of curve; thence 47.01 feet along said curve to the left whose central angle is 23°25'14", whose radius is 115.00 feet, whose long chord bears South 43°42'19" West, 44.68 feet to a point; thence leaving the County Road North 58°00'10" West, 38.52 feet to a point, said point being the **REAL POINT OF BEGINNING.**

thence South 05°20'58" West, 23.66 feet to a point;

thence South 67°46'02" West, 166.54 feet to a point;

thence South 47°56'25" West, 39.60 feet to a point;

EXHIBIT B

thence South 47°58'28" West, 126.99 feet to a point;

thence South 54°30'27" West, 60.23 feet to a point;

thence South 69°14'20" West, 63.11 feet to a point;

thence North 15°12'07" East, 25.87 feet to a point;

thence North 42°55'11" East, 254.06 feet to a point;

thence North 67°24'18" East, 187.18 feet to the REAL POINT OF BEGINNING.

Said parcel contains a calculated area of 0.30 acres.



EXHIBIT B

BILL OF SALE

THE PARTIES hereto are **George Dovel**, a married man dealing with his sole and separate property (herein called seller) and whose wife is Patricia Ann Dovel, and **Randy Heffner** and **Amy Heffner**, husband and wife, (herein called buyer).

FOR VALUE RECEIVED, the seller hereby sells, assigns and transfers unto the buyer that personal property (herein called personal property) described as follows: hay shed, 2 granaries, all of the main line, all laterals, all valves, all valve openers, and all fittings bearing the brand names Wade Rain, Redi-Rain, Rain For Rent, Pierce and Wyss; and the cattle squeeze chute located on those lands situated in Boise County, Idaho, and described in Exhibit A attached hereto and by this reference incorporated herein.

SUBJECT to the following: all taxes and assessments levied or assessed thereon prorated for the period on and after the date of October 15, 1998; the acceptance of the personal property by the buyer "as is" in the present condition thereof.

TO HAVE AND TO HOLD the personal property unto the buyer and the buyer's successors and assigns forever and the seller covenants to and with the buyer as follows: that the seller is the lawful owner of the personal property; that the personal property is free and clear of all encumbrances; except those described above to which this bill of sale is expressly made subject; that the seller has a good right to sell the personal property; and that the seller will warrant and defend the title to and right to possession of the personal property against all lawful claims and demands whatsoever. Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

DATED: October 9, 1998

George Dovel

George Dovel, Seller

Patricia Ann Dovel

Patricia Ann Dovel, wife of the Seller

EXHIBIT C

STATE OF IDAHO, County of ~~Canyon~~ Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **George Dovel** and **Patricia Ann Dovel**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on October 9, 1998.

Brock G Condie Notary Public.

BROCK G. CONDIE NOTARY PUBLIC STATE OF IDAHO

EXHIBIT C

PARCEL NO. II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12 AND NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE, MERIDIAN, BOISE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 11, 12, 13, AND 14, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
NORTH 00 DEGREE 11'27" WEST, 415 FEET ALONG THE WEST LINE OF SAID SECTION 12 TO A BRASS CAP; THENCE
LEAVING SAID SECTION LINE NORTH 44 DEGREES 19'20" EAST, 1,248.28 FEET TO A BRASS CAP; THENCE
SOUTH 89 DEGREES 52'06" EAST, 418.32 FEET TO THE SOUTHWEST 1/16 CORNER FROM WHICH A BRASS CAP WITNESS CORNER LIES NORTH 89 DEGREES 52'06" EAST, 36.00 FEET; THENCE
NORTH 00 DEGREE 07'59" WEST ALONG THE CENTER WEST 1/16 LINE, 314.40 FEET TO AN IRON PIN; THENCE
LEAVING SAID 1/16 LINE NORTH 54 DEGREES 57'54" EAST, 135.80 FEET (RECORD NORTH 55 DEGREES 13'01" EAST, 135.70 FEET) TO AN IRON PIN; THENCE
NORTH 53 DEGREES 00'48" EAST, 292.51 FEET AN INCH IRON PIN; THENCE
NORTH 48 DEGREES 31'24" EAST, 14.28 FEET TO AN IRON PIN; THENCE
NORTH 15 DEGREES 21'00" WEST, 158.25 FEET TO AN IRON PIN; THENCE
NORTH 18 DEGREES 11'08" EAST, 610.11 FEET TO AN IRON PIN ON THE CENTER SECTION LINE; THENCE
SOUTH 89 DEGREES 33'08" EAST ALONG SAID CENTER SECTION LINE, 788.44 FEET TO A BRASS CAP MARKING THE CENTER SECTION CORNER OF SAID SECTION 12; THENCE
SOUTH 00 DEGREE 04'32" EAST ALONG THE CENTER SECTION LINE OF SAID SECTION, 854.03 FEET TO AN ALUMINUM CAP ON THE CENTER LINE OF A COUNTY ROAD; THENCE
ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON PIN, A POINT OF CURVATURE; THENCE
257.15 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 20'00", A RADIUS OF 1,300.00 FEET, AND A CHORD WHICH BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO AN IRON PIN; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
474.73 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 03 DEGREES 24'00", AND A RADIUS OF 8,000.00 FEET AND A CHORD WHICH BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO AN IRON PIN; THENCE
SOUTH 47 DEGREES 26'00" WEST, 36.26 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
223.62 FEET ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 10 DEGREES 15'00", A RADIUS OF 1,250.00 FEET AND A CHORD WHICH BEARS SOUTH 52 DEGREES 33'30" WEST, 223.62 FEET TO AN IRON PIN; THENCE
SOUTH 57 DEGREES 41'00" WEST, 132.37 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE

LEGAL CONTINUED

EXHIBIT A
EXHIBIT C

PARCEL NO. II (CONT.)
482.88 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 02 DEGREES 46'00", A RADIUS OF 10,000.00 FEET, AND A CHORD WHICH BEARS SOUTH 50 DEGREES 18'00" WEST, 482.83 FEET TO AN IRON PIN; THENCE
SOUTH 54 DEGREES 55'00" WEST, 310.57 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
193.59 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 48'00", A RADIUS OF 940.00 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES 49'00" WEST, 193.25 FEET TO AN ALUMINUM CAP ON THE WEST LINE OF SECTION 13; THENCE
LEAVING SAID COUNTY ROAD NORTH 00 DEGREE 06'32" WEST ALONG THE WEST LINE OF SAID SECTION, 275.00 FEET TO THE **REAL POINT OF BEGINNING.**

PARCEL III

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP MARKING THE 1/16 CORNER, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP, MARKING SOUTH QUARTER CORNER OF SECTION 12; THENCE
SOUTH 89 DEGREES 32'47" EAST, 2,618.63 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
NORTH 00 DEGREE 00'15" WEST ALONG THE EAST SECTION LINE OF SAID SECTION 1,309.02 FEET TO A BRASS CAP MARKING THE 1.16 CORNER OF SAID SECTION 12; THENCE
LEAVING SAID SECTION LINE NORTH 89 DEGREES 28'23" WEST, 2,620.30 FEET TO A 1/16 CORNER, MARKED BY A 1 INCH PIPE; THENCE
NORTH 00 DEGREES 04'32" WEST, 458.37 FEET TO A 5/8 INCH IRON BAR AND ALUMINUM CAP LOCATED IN THE CENTER OF COUNTY ROAD; THENCE
SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON BAR AT BEGINNING OF CURVE IN CENTER OF SAID COUNTY ROAD; THENCE
257.15 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 11 DEGREES 20'00", WHOSE RADIUS IS 1,300.00 FEET, WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO A 5/8 INCH IRON BAR ON THE CENTERLINE OF COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET ALONG THE CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
474.73 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 03 DEGREES 24'00", WHOSE RADIUS IF 8,000.00 FEET, WHOSE LONG CHORD BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 47 DEGREES 24'20" WEST, 36.26 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
223.62 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 10 DEGREES 15'00", WHOSE RADIUS IS 1,250.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 33'30" WEST, 223.32 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE

EXHIBIT A
EXHIBIT C

PARCEL NO. III (CONT.)
SOUTH 57 DEGREES 41'00" WEST, 72.97 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTY ROADS INTERSECTION; THENCE
SOUTH 03 DEGREES 54'25" EAST, 24.05 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTRY ROAD MARKING POINT OF CURVE; THENCE
104.20 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IF 45 DEGREES 55'20", WHOSE RADIUS IS 130.00 FEET, WHOSE LONG CHORD BEARS SOUTH 19 DEGREES 03'15" WEST, 101.43 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 42 DEGREES 00'55" WEST, 213.36 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
150.21 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 67 DEGREES 46'08", WHOSE RADIUS IS 127.00 FEET, WHOSE LONG CHORD BEARS SOUTH 08 DEGREES 09'51" WEST, 141.61 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 25 DEGREES 45'13" EAST, 71.31 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
145.99 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 39'13", WHOSE RADIUS IS 100.00 FEET, WHOSE LONG CHORD BEARS SOUTH 16 DEGREES 04'23" WEST, 133.37 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD MARKING A POINT OF TANGENT; THENCE
SOUTH 57 DEGREES 54'00" WEST, 91.04 FEET ALONG CENTER OF SAID COUNTY ROAD TO A POINT ON SECTION LINE; THENCE
SOUTH 57 DEGREES 54'00" WEST 93.41 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE IN SECTION 13; THENCE
47.01 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 23 DEGREES 25'14", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 43 DEGREES 423'19" WEST, 44.68 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD MARKING POINT OF CURVE; THENCE
70.67 FEET ON THE ARC OF SAME CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 35 DEGREES 12'47", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 14 DEGREES 23'24" WEST, 69.57 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 03 DEGREES 13'02" EAST, 140.22 FEET LONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE; THENCE
147.59 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 90 DEGREES 55'46", WHOSE RADIUS IS 93.00 FEET, WHOSE LONG CHORD BEARS SOUTH 48 DEGREES 40'55" EAST, 132.58 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
NORTH 85 DEGREES 51'13" EAST, 84.14 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
141.09 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 20'23", WHOSE RADIUS IS 97.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 28'36" EAST, 128.98 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
LEAVING COUNTY ROAD NORTH 79 DEGREES 11'35" EAST, 27.74 FEET TO A 5/8 INCH IRON PIN; THENCE
NORTH 00 DEGREES 07'36" EAST, 445.72 FEET TO THE **REAL POINT OF BEGINNING.**

END OF LEGAL DESCRIPTION

EXHIBIT A
EXHIBIT C

RECEIVED
DEC 29 1989
Department of Water Resources
Western Regional Office

DEED

This indenture made this 15th day of November, 1989 between ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, the Grantors, and GEORGE DOVEL, a single man, whose current address is Route 1, Box 61, Horseshoe Bend, Idaho 83629 and ELISABETH V. WALLACE, a single woman, whose current address is P.O. Box 357, San Juan Capistrano, California 92693, the Grantees.

WITNESSETH:

FOR VALUABLE CONSIDERATION the Grantors do hereby grant, bargain, sell and convey unto the Grantees the following described real property situate in Boise County, State of Idaho, to wit:

[Described on EXHIBIT A attached hereto and made a part hereof.]

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO a mortgage of even date herewith in the sum of $31,000 from Grantees to Grantors recorded on 11-15-1989, 1989 as Instrument No. 134945, records of Boise County, Idaho.

TO HAVE AND TO HOLD the said premises, together with their appurtenances, unto the Grantees and their heirs, devisees, personal representatives, successors and assigns forever.

MICROFILMED
SEP 18 1990

Attachment A

IN WITNESS WHEREOF, the Grantors have duly executed this instrument as of the day and year first above written.

Angel Madarieta
Angel Madarieta

Rosa I. Madarieta
Rosa I. Madarieta

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Jeanne Cole, a Notary Public in and for said state, personally appeared ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, 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.

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

Jeanne Cole
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8/29, 1993

JEANNE COLE NOTARY PUBLIC STATE OF IDAHO

MICROFILMED
SEP 18 1990

The E½SW¼, S½SE¼, SW¼SW¼, Section 12, and NW¼NW¼, Section 13, Township 7 North, Range 2 East, B.M., excepting therefrom the following described lands:

A parcel of land located in the southwest quarter of Section 12, and the northwest quarter of Section 13, T.7N., R.2E., B.M., Boise County, Idaho, more particularly described as follows:

Beginning at the southwest corner of said Section 12, marked by a 2-inch iron pipe with brass cap, thence N.0°11'27"W., 415.00 feet on the west line of said Section 12 to a 1-inch iron pipe with brass cap; thence N.44°19'20"E., 1248.28 feet along a fence on the southeasterly side of a creek to a 1-inch iron pipe with brass cap; thence S.89°52'06"E., 418.32 feet to the southwest 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence N.0°07'59"W., 1314.00 feet to the center west 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence S.89°33'08"E., 1294.84 feet to the center of said Section 12, marked by a 2-inch iron pipe with brass cap; thence S.0°04'32"E., 854.02 feet on the centerline of said Section 12 to a 5/8-inch bar at the center of a county road; thence along the centerline of said road the following courses and distances: S.39°30'00"W., 364.64 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1300 feet in radius, the chord of said arc running S.45°10'00"W., 256.73 feet to a 5/8-inch iron bar; thence S.50°50'00"W., 207.83 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 8000 feet in radius, the chord of said arc running S.49°08'00"W., 474.66 feet to a 5/8-inch iron bar; thence S.47°26'00"W., 36.26 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1250 feet in radius, the chord of said arc running S.52°33'30"W., 223.32 feet to a 5/8-inch iron bar; thence S.57°41'00"W., 132.37 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 10,000 feet in radius, the chord of said arc running S.56°18'00"W., 482.83 feet to a 5/8-inch iron bar; thence S.54°55'00"W., 619.44 feet to a point on the south line of said Section 12; thence continuing S.54°55'00"W., 310.57 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 940 feet in radius, the chord of said arc running S.60°49'00"W., 193.25 feet to the west line of Section 13, marked by a 5/8-inch iron bar; thence leaving said county road centerline, N.0°06'52"W., 275.00 feet on the west line of said Section 13 to the point of beginning. Said parcel contains 69.82 acres, subject to county road right-of-way.

MICROFILMED
SEP 18 1990

EXHIBIT A
PAGE 1 OF 2

Boise County Idaho ss
Request of
Time 14:2
Date 11/15/89
134946
Arlene C. Kolar
By Deputy
Fee $2.00

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING,

MICROFILMED
SEP 18 1990

EXHIBIT A
PAGE 2 OF 2

DECLARATION OF COVENANT RE WATER RIGHTS

This instrument made effective this 15th day of November, 1989, by and between ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, whose current address is 4104 Catalina Road, Boise, Idaho 83705, hereinafter called "Covenantors," and GEORGE DOVEL, a single man, whose current address is Route 1, Box 61, Horseshoe Bend, Idaho 83629, and ELISABETH V. WALLACE, a single woman, whose current address is P.O. Box 357, San Juan Capistrano, California 92693, hereinafter called "Covenantees."

WITNESSETH:

FOR VALUABLE CONSIDERATION, Covenantors for themselves and for their heirs, devisees, personal representatives, successors and assigns, do hereby covenant with Covenantees for themselves and for their heirs, devisees, personal representatives, successors and assigns that:

1. Covenantors have transferred or have agreed to transfer or consent to the transfer of all irrigation water rights appurtenant to or used in connection with Covenantors' lands in the NW¼NW¼, Section 13, Township 7 North, Range 2 East, BM, Boise County, Idaho particularly described on EXHIBIT B-1 attached hereto and made a part hereof, to or for the benefit of Covenantees' lands, particularly described on EXHIBIT A attached hereto and made a part hereof.

MICROFILMED
SEP 18 1990

Attachment B

2. Covenantors do hereby covenant and agree that they will never apply for the appropriation of any irrigation water rights from Porter Creek to be appurtenant to or to be used in connection with their said lands described on EXHIBIT B-1 attached hereto; provided, however, that nothing contained herein shall be construed to refer to instream livestock water rights nor to affect the right of Covenantors to water livestock in Porter Creek where it crosses said lands of Covenantors described in attached EXHIBIT B-1.

3. The covenants herein from Covenantors to Covenantees shall bind and run with Covenantors' lands described on EXHIBIT B-1 attached hereto, and shall benefit and run with Covenantees' lands described on attached EXHIBIT A.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

Angel Madarieta

Angel Madarieta

Rosa I. Madarieta

Rosa I. Madarieta

George Dovel

George Dovel

Elisabeth V. Wallace

Elisabeth V. Wallace

George Dovel

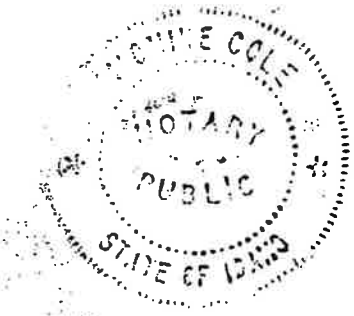
George Dovel
Her Attorney in Fact

MICROFILMED
SEP 18 1990

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Maxine Cole, a Notary Public in and for said state, personally appeared ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, 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.

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

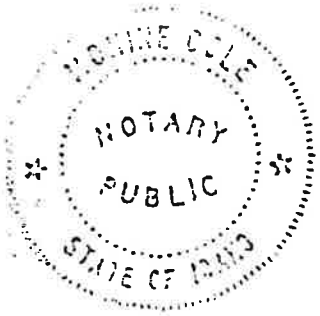


Maxine Cole
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8-24, 1992

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Maxine Cole, the undersigned, a Notary Public in and for said State, personally appeared GEORGE DOVEL, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Maxine Cole
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires

MICROFILMED
SEP 18 1990

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Maxine Cole, the undersigned, a Notary Public in and for said State, personally appeared GEORGE DOVEL, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact for ELISABETH V. WALLACE, a single woman, and acknowledged to me that he subscribed the name of Elisabeth V. Wallace thereto as principal, and his own name as attorney in fact.

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

NOTARY PUBLIC STATE OF IDAHO

Maxine Cole
Notary Public for Boise Idaho
Residing at Boise, Idaho
My commission expires 8-29, 1992

MICROFILMED
SEP 18 1990

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING,

MICROFILMED
SEP 18 1990

EXHIBIT B-1
PAGE 1 OF 1

The E½SW¼, S½SE¼, SW¼SW¼, Section 12, and NW¼NW¼, Section 13, Township 7 North, Range 2 East, B.M., excepting therefrom the following described lands:

A parcel of land located in the southwest quarter of Section 12, and the northwest quarter of Section 13, T.7N., R.2E., B.M., Boise County, Idaho, more particularly described as follows:

Beginning at the southwest corner of said Section 12, marked by a 2-inch iron pipe with brass cap, thence N.0°11'27"W., 415.00 feet on the west line of said Section 12 to a 1-inch iron pipe with brass cap; thence N.44°19'20"E., 1248.28 feet along a fence on the southeasterly side of a creek to a 1-inch iron pipe with brass cap; thence S.89°52'06"E., 418.32 feet to the southwest 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence N.0°07'59"W., 1314.00 feet to the center west 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence S.89°33'08"E., 1294.84 feet to the center of said Section 12, marked by a 2-inch iron pipe with brass cap; thence S.0°04'32"E., 854.02 feet on the centerline of said Section 12 to a 5/8-inch bar at the center of a county road; thence along the centerline of said road the following courses and distances: S.39°30'00"W., 364.64 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1300 feet in radius, the chord of said arc running S.45°10'00"W., 256.73 feet to a 5/8-inch iron bar; thence S.50°50'00"W., 207.83 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 8000 feet in radius, the chord of said arc running S.49°08'00"W., 474.66 feet to a 5/8-inch iron bar; thence S.47°26'00"W., 36.26 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1250 feet in radius, the chord of said arc running S.52°33'30"W., 223.32 feet to a 5/8-inch iron bar; thence S.57°41'00"W., 132.37 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 10,000 feet in radius, the chord of said arc running S.56°18'00"W., 482.83 feet to a 5/8-inch iron bar; thence S.54°55'00"W., 619.44 feet to a point on the south line of said Section 12; thence continuing S.54°55'00"W., 310.57 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 940 feet in radius, the chord of said arc running S.60°49'00"W., 193.25 feet to the west line of Section 13, marked by a 5/8-inch iron bar; thence leaving said county road centerline, N.0°06'52"W., 275.00 feet on the west line of said Section 13 to the point of beginning. Said parcel contains 69.82 acres, subject to county road right-of-way.

MICROFILMED

SEP 18 1990

EXHIBIT A
PAGE 1 OF 2

Boise County Idaho ss
Request of
Time 14:38 P.M.
Date 11/15/89 134918
Arlene C. Kolar
By Deputy
Fee 21.00

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

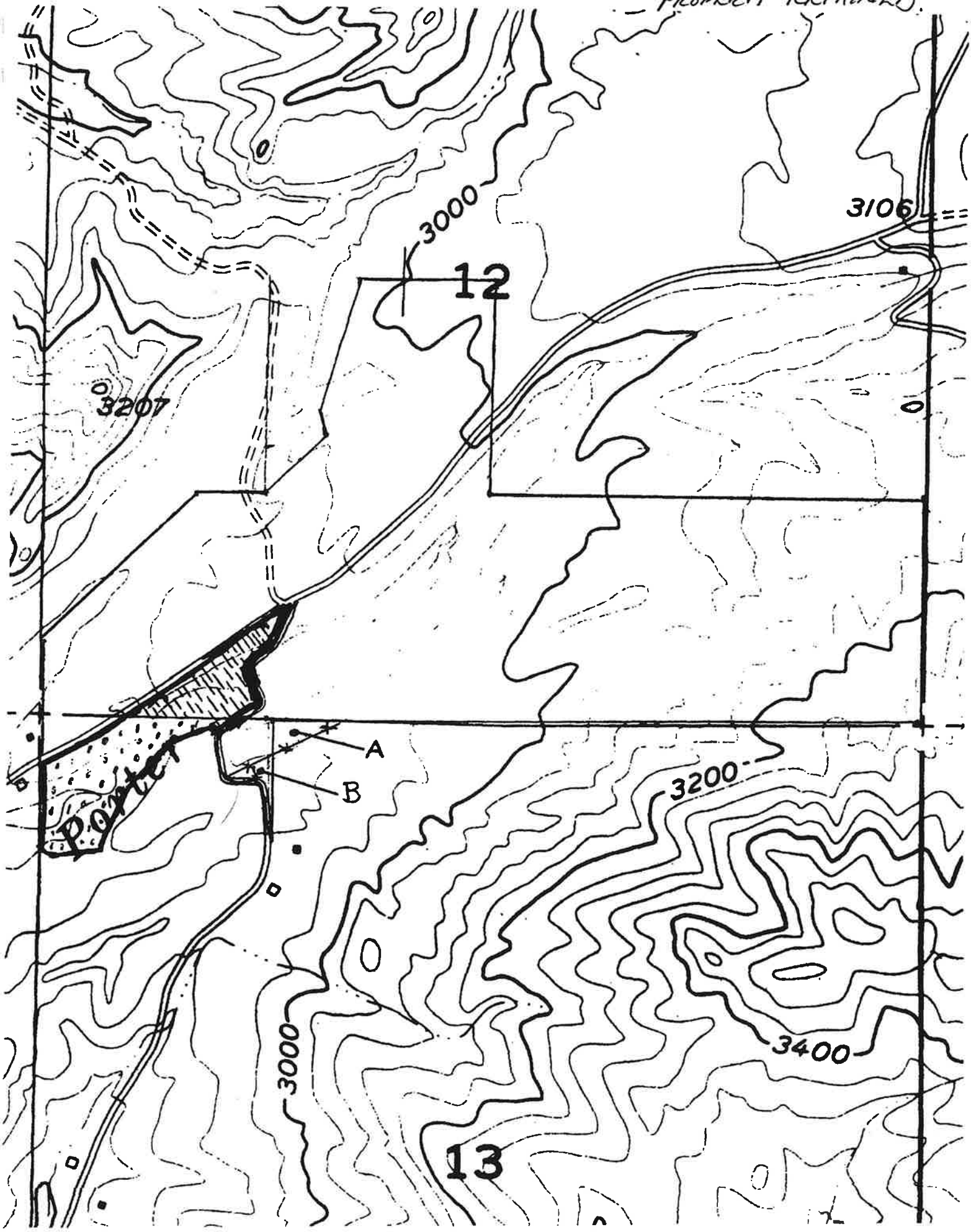
North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING,

MICROFILMED
SEP 18 1990

EXHIBIT A
PAGE 2 OF 2


PROPERTY RETAINED
3000
3106
12
3207
A
B
Porte
3200
3000
3400
13

Pipeline Easement

The Dovel pipeline is shown on the enclosed map of the subject property. It begins at the point of diversion, labeled "P.O.D." on the map, in the SW1/4 of the NW1/4 of S7 on the Miller property, thence is buried running westerly to the Double Diamond property in the SE1/4 of the NE1/4 of S12 (now reportedly Gene Hess property and formerly Arlie Woods property), thence northwesterly under Porter Creek Road and then southwesterly into the NW1/4 of the SE1/4 of S12, thence entering the Dovel property in the NE1/4 of the SW1/4 of S12 where it splits into two pipelines at "V1". This property was surveyed as Parcel 2 and would transfer to the Hefners.

There are two valves at V1. One regulates the water in the buried pipeline which crosses under Porter Creek Road and continues southwesterly property surveyed as Parcel 3 on the south side of Porter Creek Road to a valve labeled "V2" in the SE1/4 of the SW1/4 of S12. Valve V2 is used to empty, fill or flush the pipeline and to provide water to the above-ground mainline/lateral which supplies the domestic, stockwater and irrigation rights to the parcel the Dovels will retain surveyed as Parcel 1.

The other valve at V1 regulates the water in the buried pipeline which runs southwesterly north of Porter Creek Road to the Valve labeled "V3". This valve is used to empty, flush or fill the pipeline, may supply up to .04 cfs of water to the Woods water right when necessary to replace the open Woods ditch thereby saving water diverted to a senior right. Valve V3 also provides an alternative source for Dovel to receive water in the lateral through the culvert under Porter Creek Road to provide domestic, stockwater and irrigation to the Dovel parcel Surveyed as Parcel 1.

Irrigation water in the short buried pipline running northerly on the west side of Cook's Gulch Road is regulated by a separate valve at the "tee" of the two lines. There are also two valves in the buried line south of the road which provide stockwater to the corral and irrgation water to lands in Parcel 3.

In order to help maintain the pipelines supplying the Dovel water rights and to fill, flush and regulate water to Dovel Parcel 1, Dovels would need access on the Hefner property to the mainline arriving at V1 and to both buried pipelines continuing to V2 and V3. They would also require access to the upstream portions of the buried pipeline on property owned by Miller and Hess from the P.O.D. to V1 for the same purposes.

It is proposed that maintenance or repairs to the joint-use portions of the pipeline caused solely by either Hefner's or Dovel's use of the pipeline would be accomplished or paid for by the user. It is proposed that maintenance and repair resulting from other causes would be borne by by both parties and prorated based on their respective water rights.

[illegible] COUNTY ASSESSOR
P. O. BOX 1907
[illegible]
PHONE: 392 4415

2001

ASSESSMENT NOTICE
& ESTIMATE OF TAX

CORRECTED COPY

THIS IS NOT A BILL
DO NOT PAY

PARCH DESCRIPTION:
T7N R2E SEC 10 (W2W2)
SEC 15 (NWNW) OR TAX 433

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: (208) 392 4415

PARCH ADDRESS:

DOVER [illegible]

43[illegible] PIONEER RD
[illegible] 0 836 0

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 25, 2001

Tax Code Area: [illegible]

Parcel Number: RP [illegible]

ASSESSED VALUE OF YOUR PROPERTY

CURRENT DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
[illegible]	[illegible]	[illegible]	[illegible]
DRY GRAZING		459	
RURAL HOME SITE	1.000	[illegible]	[illegible]
RURAL RES BLDG		81,430	81,438
MACH & EQUIP		4,000	
SUBTOTAL:	15.760	108,311	104,8[illegible]
LESS HOMEOWNERS EXEMPTION:		-20,719	-20,719
NET TAXABLE PROPERTY VALUE:		87,592	84,119

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
[illegible]	[illegible]	[illegible]	392-4431	08/27/2001
[illegible] DIST # 73	201.74	191.39	293-2225	06/11/2001
[illegible]	4.46	[illegible]	[illegible]	08/16/2001
[illegible] FIRE DIST.	105.78	100.35	283-2426	08/13/2001
[illegible]	34.50	[illegible]	[illegible]	08/08/2001
[illegible]	20.14	18.58	733-2755	05/21/2001
[illegible] 73 BOND	184.26	[illegible]		No [illegible]
SUBTOTAL:	858.30	814.18		
FEES:	12.00	[illegible]		
TOTAL PROPERTY TAXES & FEES:	984.32	940.20		

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

[illegible] 0 1

NEW VERSION CHANGED 11-20 & 3-12-03

08/31/2001

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

RIGHT NUMBER: 65-22329

NAME AND ADDRESS: GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND ID 83629

ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.280 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12 NWSE Within BOISE County
T07N R03E S7 SWNW Lot 2 Within BOISE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 11/01	0.280 CFS
STOCKWATER	01/01 12/31	0.030 CFS

PLACE OF USE: IRRIGATION Within BOISE County

T07N R02E S13 NENW 11.0 T07N R02E S13 NWNW 3.0

STOCKWATER same as IRRIGATION

14 ACRES TOTAL

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
Stockwater use is for 100 range cattle.
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 - Decree

1726

T07N R02E
S 12 & 13

Idaho Department of Water Resources

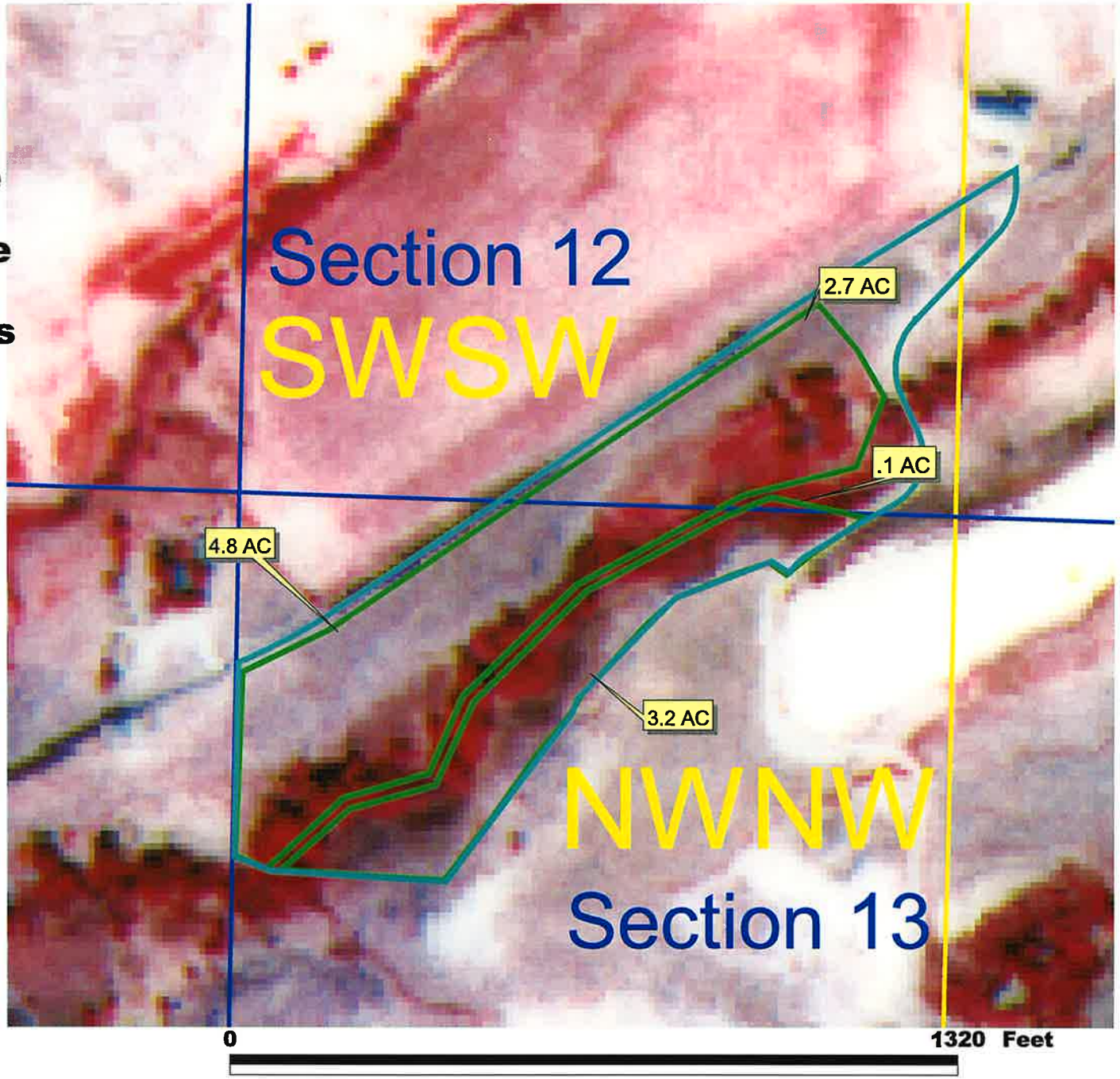
1987 NAPP

Property Line

Place of Use

Section Lines

1/41/4



Claim No(s): 65-22327 & 22329
Owners: Dovel
Prepared by: Jan Shurte
Date: 3-13-03
Total - 10.8 AC

N
W E
S

NEW VERSION 11-20-02
(NOTE CHANGED 3-12-03 PER CONFERENCE W/GEORGE DOVEL ± PROPERTY BOUNDARY) 11/20/2002

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

NOTE -22327 ISSUED AT MORE THAN 1/4 CFS PER ACRE. CHECK ALSO

RIGHT NUMBER: 65-22329

NAME AND ADDRESS: GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND ID 83629

ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.280 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12 NWSE Within BOISE County Source: PORTER CREEK

T07N R03E S7 SWNW Lot 2 Within BOISE County Source: PORTER CREEK

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 11/01	0.280 CFS
STOCKWATER	01/01 12/31	0.030 CFS

PLACE OF USE: IRRIGATION Within BOISE County

T07N R02E S12	SWSW	3.4	T07N R02E S13	NENW	2.2
T07N R02E S13	NWNW	8.4			

STOCKWATER same as IRRIGATION

14 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.

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

Stockwater use is for 100 range cattle.

EXPLANATORY MATERIAL: Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

To: Jan Shurte, IDWR Western Region
From: George Dovel
Date: March 12, 2003
Subject: Suggested change to 3-10-03 plat Faxed to 334-2348

I received the two copies of the photo-map plats yesterday and want you to know that I really sincerely appreciate all the effort you, Garrick and others have put into making the corrections.

The survey "overlay" still appeared to be too far to the north so I've spent most of today locating survey pins and re-measuring distances to check it for you. From the scale of your second plat (with the northwest and eastern property boundaries outlined in blue) it appears that the platted property boundaries are located from 32-37 feet north of the actual boundaries on the ground.

The platted northwest boundary is north of the road, north of the Woods/Bledsoe irrigation ditch beside the road, and about 16 feet north of the Heffner fence, which is 16-21 feet north of the Dovel/Heffner common northwest property boundary. In the photograph you can identify the Woods irrigation ditch on the north side of the road by the wet vegetation (red).

The surveyed property line is located between nine and 14 feet north of the Dovel fence, which is also the irrigated field boundary. That is accurately depicted in the plat.

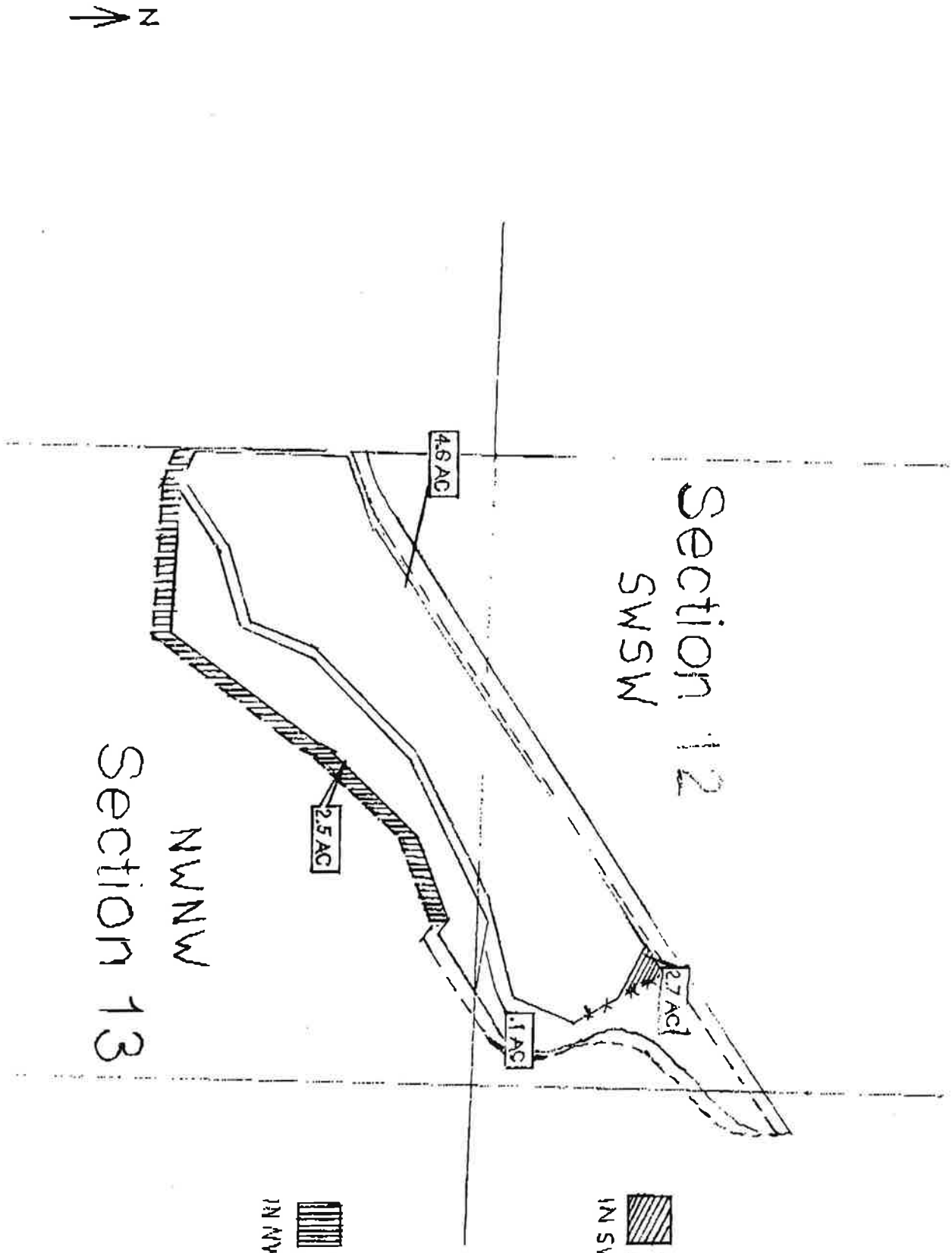
I'm enclosing a traced overlay of your plat, with dash lines added to show the actual location of the property boundaries. By moving the parcel south about 34 feet so that it coincides with both the survey and the landmarks (middle of roads, gates, stream bank, etc.) I calculate that the irrigated acreage in the field south of the creek would increase from 2.5 acres to about 3.6 acres (1366.01 feet X 34 feet = 46,444 sq ft or 1.07 acres).

The area with the vertical hash marks south of the southeast boundary on my tracing of the plat indicates that extra -- one acre in the NWNW of S13. The area with the diagonal hash marks is a correction to the shape of the fenced irrigated field in the SWSW of S12. That might increase the irrigated acres there from 2.8 to 2.9 or so.

I stopped this memo and talked with you on the phone nearly an hour ago. The increased acreage will more closely approximate the 11 acres I've been offering the County in lieu of the 12.76 acres of irrigated ground they have been taxing me for.

Garrick called at 5 P.M. and wants me to bring a copy of my sales agreement with Mr. Madarieta to your office for you to copy tomorrow morning. I'm meeting some folks for breakfast there and I'll stop by your office afterwards.

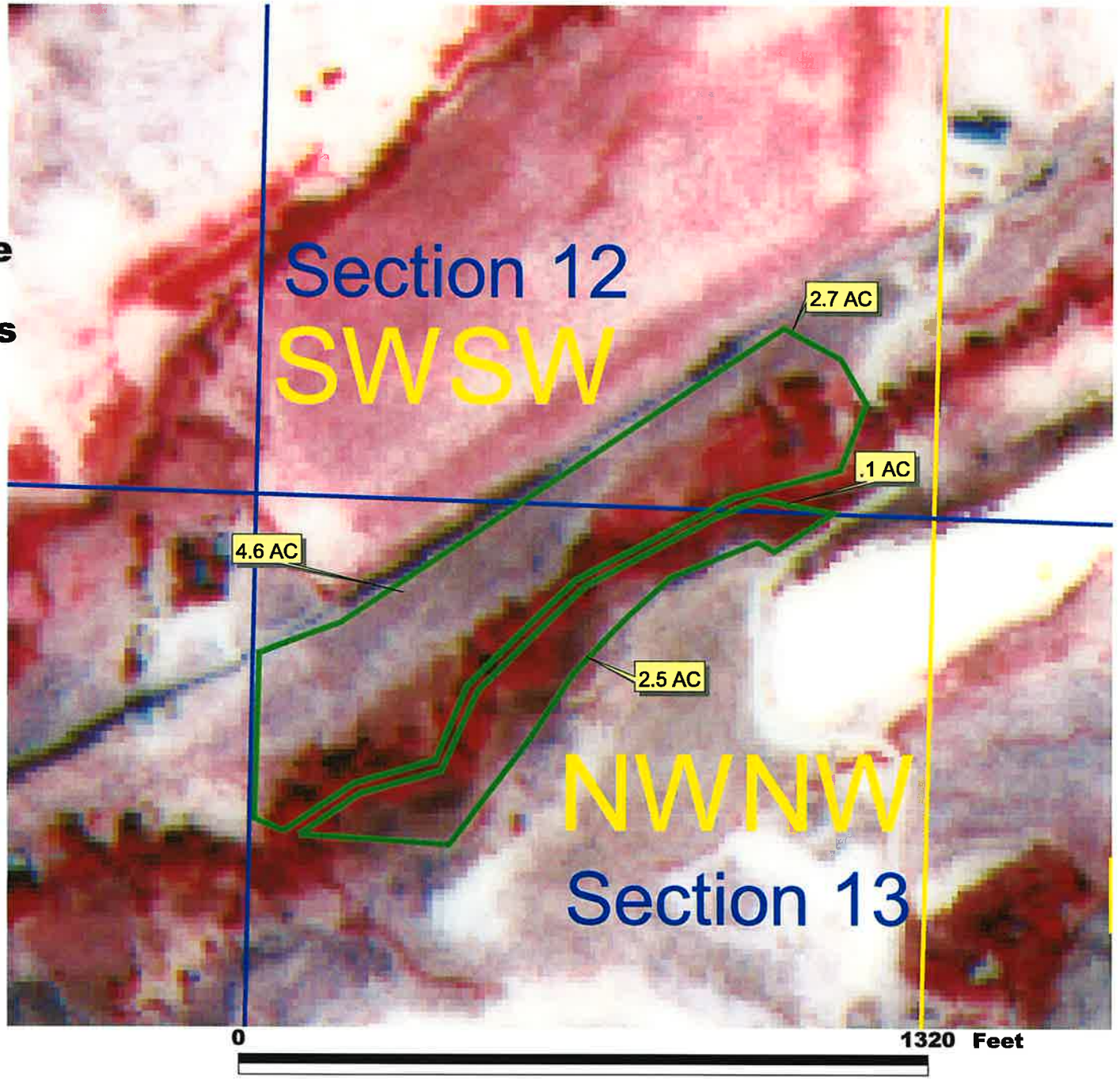
Thank you again for all your help.


N
4.6 AC
2.5 AC
.1 AC
2.7 AC
Section 12
SWSW
NWNW
Section 13
ADDTL ACRES IN NWNW S13
ADDTL ACRES IN SWSW S12

T07N R02E
S 12 & 13

1987 NAPP

Idaho Department of Water Resources



Place of Use

Section Lines

1/41/4

Claim No(s): 65-22327 & 22329
Owners: Dovel
Prepared by:
Jan Shurte
Date: 3-10-03
Total - 9.9 AC

N
W E
S

Garrick L. Baxter
IDWR Deputy Attorney General
1301 N. Orchard
Boise, ID

Faxed to 327-5400

Dear Mr. Baxter:

The following affidavit and enclosures substantiate the clerical error which resulted in 11 of 26 acres in the NW1/4, NW1/4 of S13, T7N, R2E, irrigated by water right 65-10951 (now 65-22329), inadvertently being adjudicated as being in the NE1/4, NW1/4 of S13 in the PRBA.

03-7-2003 A F F I D A V I T

I, George Dovel, of 434 Pioneer Road, Horseshoe Bend, Boise County, Idaho, hereby swear or affirm that the following statements are true and correct to the best of my knowledge and belief:

In April of 1982 when we purchased and took possession of the Madarieta Ranch on Porter Creek, in what later became Water District 65B, we irrigated each of the alfalfa and pasture fields previously described to us by the seller. These included the two long, irregular shaped fields lying on each side of Porter Creek, shown in the IDWR photo-maps as the place of use in the recommendation for my SRBA Claim Nos 65-22329 and 65-22327.

The photograph used to plot the acres was apparently taken in the same year (1987) as the Payette River Basin Adjudication water right decree was issued so the acres plotted are assumed to be reasonably accurate for that period in time. We have irrigated these two parcels with Porter Creek water every irrigation season from 1982 through 2002.

In 1983, ASCS soil conservationist Greg Painter completed a Conservation Plan for the entire George Dovel Ranch. This included the enclosed CPM (Conservation Plan Map) of irrigated fields numbered 1 through 9, dated 11-11-83.

The irrigated field plotted by IDWR Water Rights Supervisor Jan Shurte on the northwest side of Porter Creek in S. 12 and S. 13 is designated Field # 5 containing 9 irrigated acres in the CPM. At that time (1983), most of Field #5 was irrigated by the illustrated mainline and lateral running under Porter Creek Road and the remainder was flood and sub irrigated by my irrigation ditch water running through the lower (westernmost) culvert under that road.

The plotted field on the southeast side of Porter Creek in S. 13 is part of what was then Field #6 containing about 22-25 irrigated acres (25 irrigated acres on the CPM). At that time, all of it was irrigated by handlines from the mainline in Field #7, which ran under both Porter Creek Road and Pioneer Road. Beginning in May1985, all of fields #5 and #6 were irrigated by 5-inch mainline and 3-inch handlines running from the 8" Porter Creek mainline valve designated "V2" in the enclosed map portion. From May, 1985 through October, 2002, the fields designated by IDWR have been irrigated each season by three-inch handlines connected to 4"-6" mainlines connected to the eight-inch mainline at V2.

Although the irrigated portions of the two fields in the NW1/4 of the NW1/4 of S13 totaled approximately 22 acres South of Porter Creek and 4 acres north of Porter Creek, only 15 acres were adjudicated to Madarieta in that quarter section due to a clerical error. Due to that same clerical error, the 11 additional acres were inadvertently adjudicated to Madarieta in the NE1/4 of the NW1/4 of S13.

Neither Dovel nor Madarieta nor their predecessors in interest ever owned land in the NE1/4 of the NW1/4 of S13 and only about two acres, under Madarieta/Dovel fence, was ever irrigated in that quarter quarter. The former owner of that land, Arlie L. Woods, advised IDWR that the subject 11 acre field had never been irrigated. The present owner, Cliff Bledsoe, told Jan Shurte that the field has never been irrigated.

Since the Water District was first formed, Water Rights Supervisor Steve Lester has always instructed the watermaster to deliver the water for the 26 acres to Dovel for use in the NW1/4 of the NW1/4 of S 13. Both the several watermasters and Mr. Lester can verify that the water has not been used to irrigate the 9-acre dry field owned by Woods in the NE1/4 of the NW1/4.

In November, 1989, I agreed to transfer a portion of the land in the NW1/4 of the NW1/4 of S13 back to Angel Madarieta along with the enclosed signed agreement that no existing or future Porter Creek water right would ever accompany the land he received. On November 21, 1989, I filed the enclosed water transfer application with IDWR, receipted by then Western Region Manager David R. Tuthill, to transfer 10 of the 26 acres of water right to the SW1/4 of the SE1/4 of S12.

In that transfer application, prepared by IDWR Western Region staff, it was clearly my intention to transfer eight of the 11 acres listed in the NENW of S13 leaving only three irrigated acres in the NENW of S13 and that was done. However, instead of transferring only the two additional acres from the NWNW of S13 as I intended, the IDWR application would have transferred all 10 acres, leaving only five irrigated acres instead of 13 in the NWNW of S13.

This erroneous transfer application would have transferred eighteen acres of irrigated ground to only 10 acres of ground, thereby reducing the total adjudicated right 10951 from 42 acres to only 34 acres.

The color coded map prepared by me on Page 5 of the transfer application, clearly defined my intent to continue to irrigate the 4-5 acres in the NWNW of S13 northwest of Porter Creek, and the 5-6 acres in the same quarter-quarter southeast of Porter Creek with water right 65-10951.

That transfer application was later voided by IDWR and I signed another one prepared by Steve Lester on January 22, 1990 in which he left the full 11 acres of Dovel water right appurtenant to two irrigated acres under Dovel fence and nine non-irrigated acres belonging to Arlie Woods, all in the NE1/4 of the NW1/4 of S13. At that time, I objected to leaving the right on the wrong ground and Mr. Lester explained to me that I would continue to receive the water for use in the NW1/4 of the NW1/4 but the error would have to be corrected in the SRBA. The copies of billings for the watermaster district verify that my initial prorated billing included delivery of the 11 acres (.22 cfs) of water in the total 42 acre (.84 cfs) #7 priority Porter Creek right whenever it has been available for delivery.

The enclosed copies of IDWR instructions to the watermasters verify that they have been instructed to deliver the full .84 cfs #7 priority water right for me to irrigate 42 acres during the 16 years of the Water District's existence.

Page 2 and Exhibit B of the enclosed Contract of Sale between Dovel, Seller and Heffner, Buyer, clearly defines the 0.12 cfs of #6 Porter Creek water right 65-10950 that was retained by Seller to irrigate approximately 3 acres in the SWSW of S12, and the 0.22 cfs of #7 Porter Creek water right that was retained by seller to irrigate approximately 11 acres in the NWNW of S13. The Record of Survey in Exhibit A clearly shows the three of 5.6 acres that would continue to be irrigated by Dovel in S12 and the 8.4 acres that would continue to be irrigated by Dovel in S13.

The enclosed map, prepared by Dovel, was provided to Heffner prior to closing to depict the 8.4 acres in the NWNW of S13 that would be irrigated using 0.22 cfs of 65-10951(now 65-22329), and the 5.4 acres in the SWSW of S12 of which three acres would be irrigated using 0.12 cfs of 65-10950 (now 65-22327).

That map also showed Heffner the triangular irrigated Parcel A in the NE1/4 of the NW1/4 of S13, which was inside Dovel's fence but outside of the legal property boundary; and Parcel B which was inside Woods' fence but part of the Dovel property in the NWNW of S13. There is evidence indicating that the historical irrigation of the less than two acres in Parcel A by Dovel's predecessors may have contributed to the IDWR clerical error that caused 11 acres to be adjudicated in the wrong quarter quarter in the PRBA.

Finally, the enclosed copy of my 2001 Boise County Tax Assessment Notice clearly shows a year 2000 assessed value of $6,294 for 12.76 acres of irrigated agricultural land in the SWSW of S12 and the NWNW of S13 plus a one-acre homesite for a total of 13.76 acres. This same notice shows an increased assessed value of $7,299 for the same 12.76 irrigated acres in 2001. Because I irrigated the fruit trees and berry crop adjacent to the stream, the County Assessor included that extra ~acre in her assessment.

Correction in the SRBA of this PRBA clerical error will not change the historical quantity of water delivered as the #7 priority Porter Creek right, when it has been/is available, or the historical place of use. The information contained in this affidavit is true to the best of my knowledge.

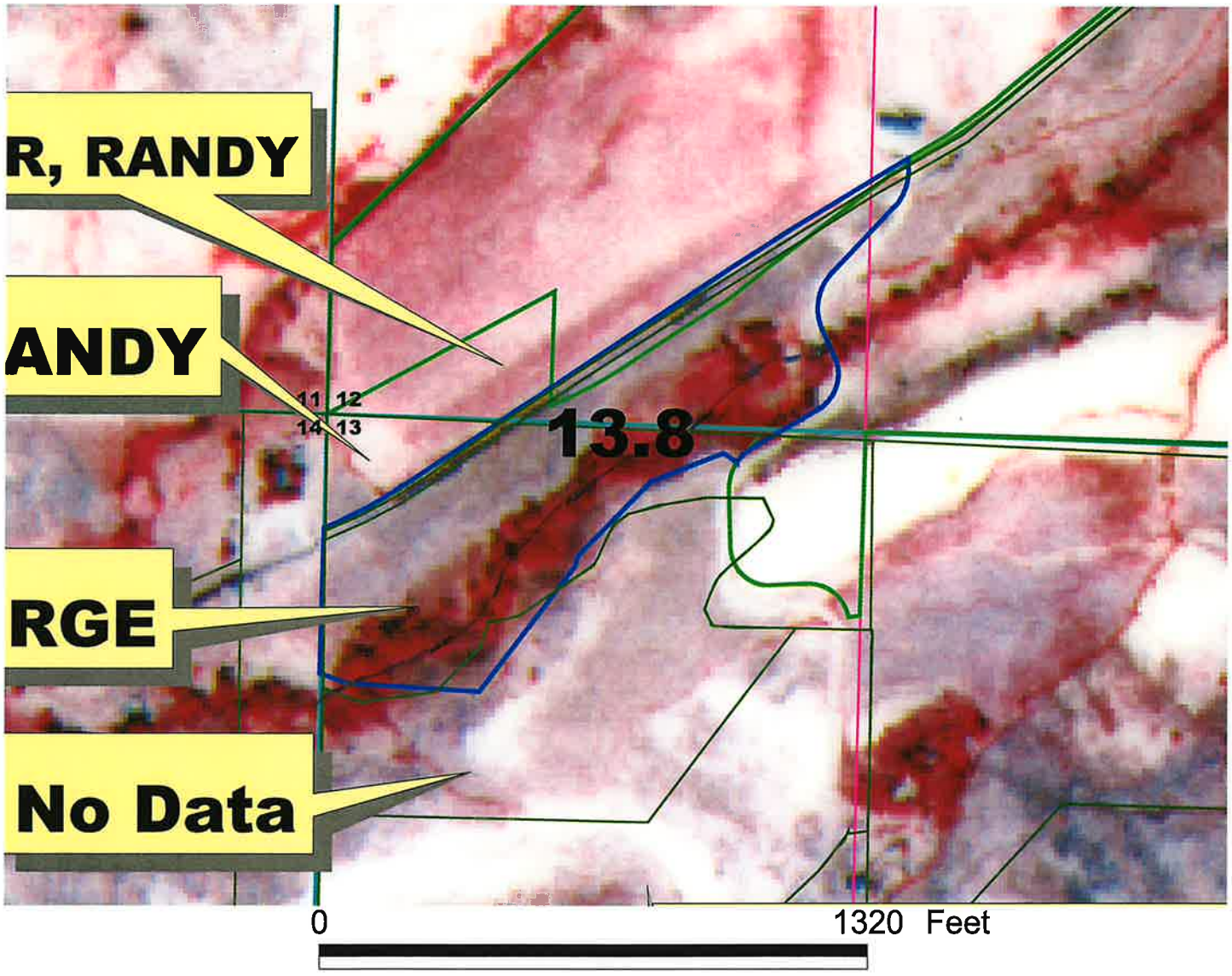
George Dovel

Subscribed and sworn before me this 7th day of March, 2003:

(Notary Public)

My commission expires 2/10/04

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

Quarter Quarter lines

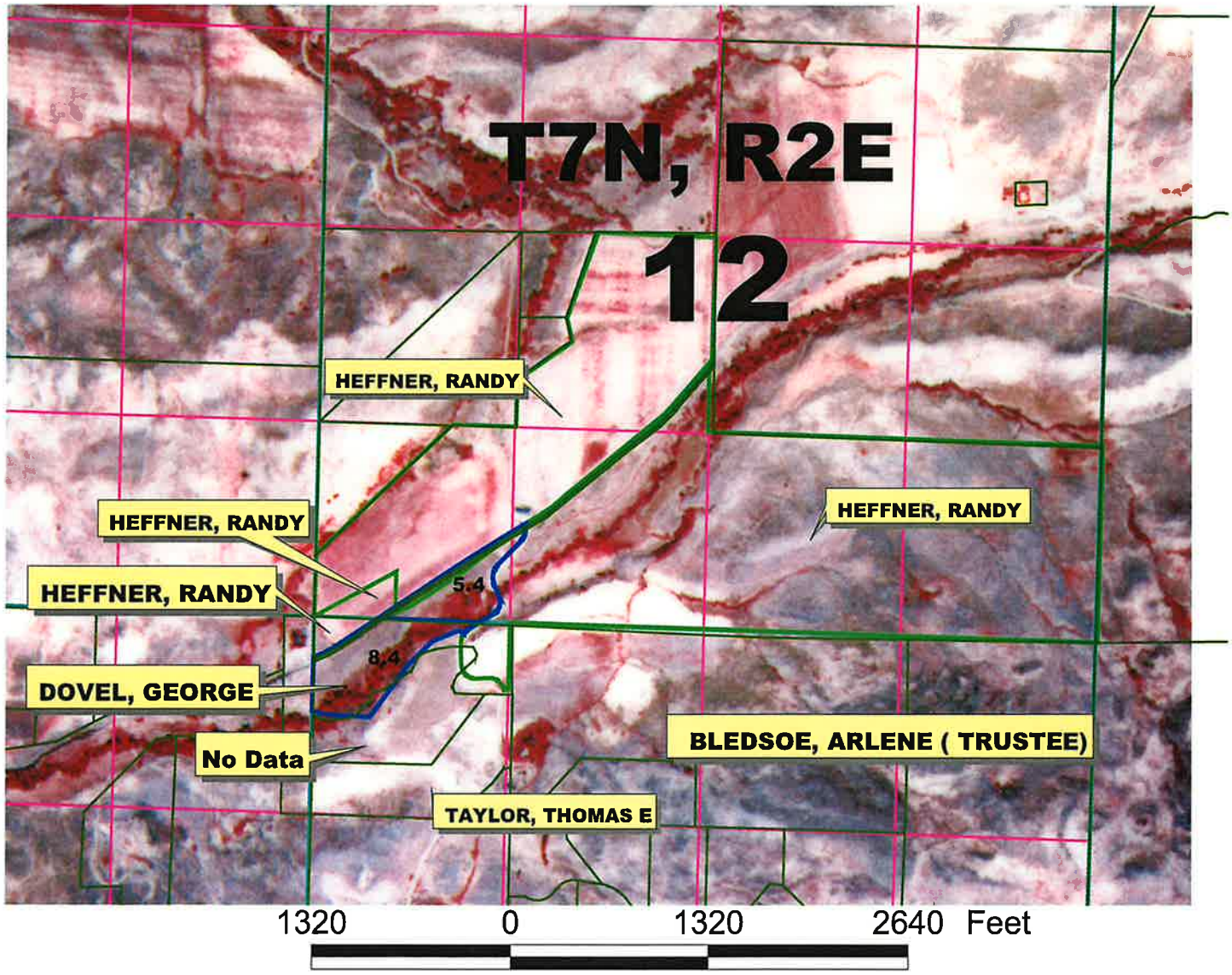
Section Lines

Recommended POU

N
W
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S

Date: February 2003

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

Quarter Quarter lines

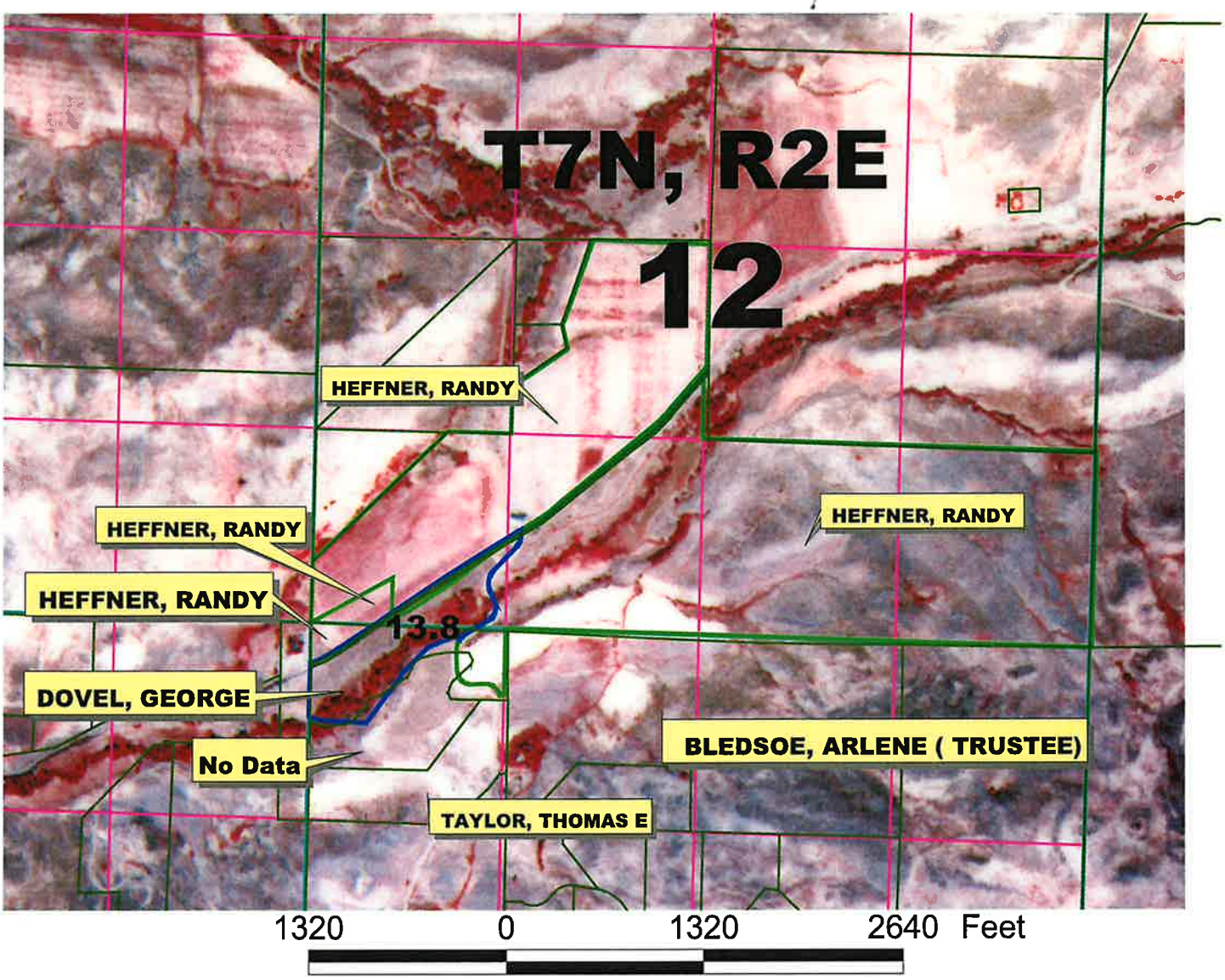
Section Lines

Recommended POU -N/A

N
W
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Date: February 2003

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

Quarter Quarter lines

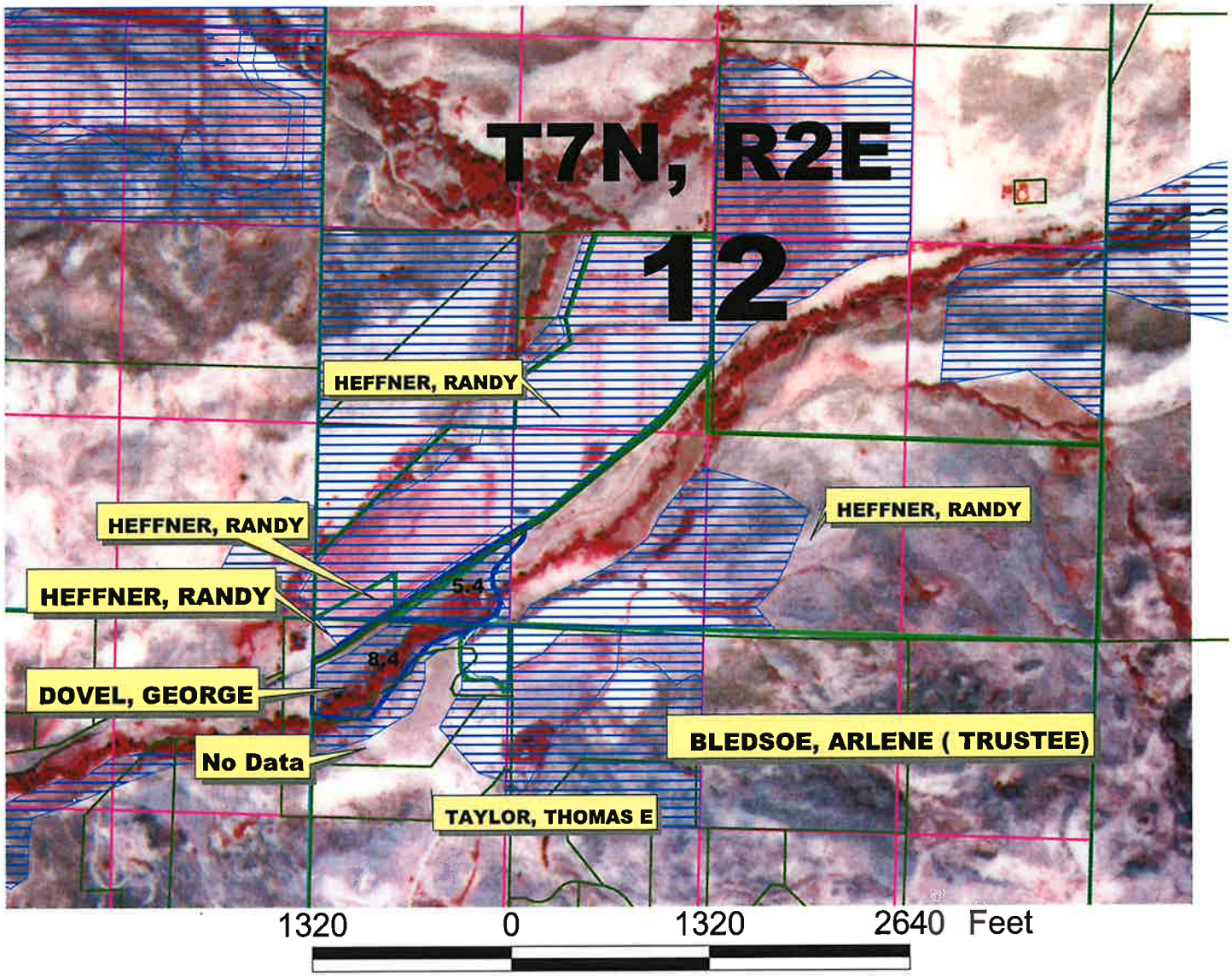
Section Lines

Recommended POU -N/A

N
W
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S

Date: February 2003

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

Quarter Quarter lines

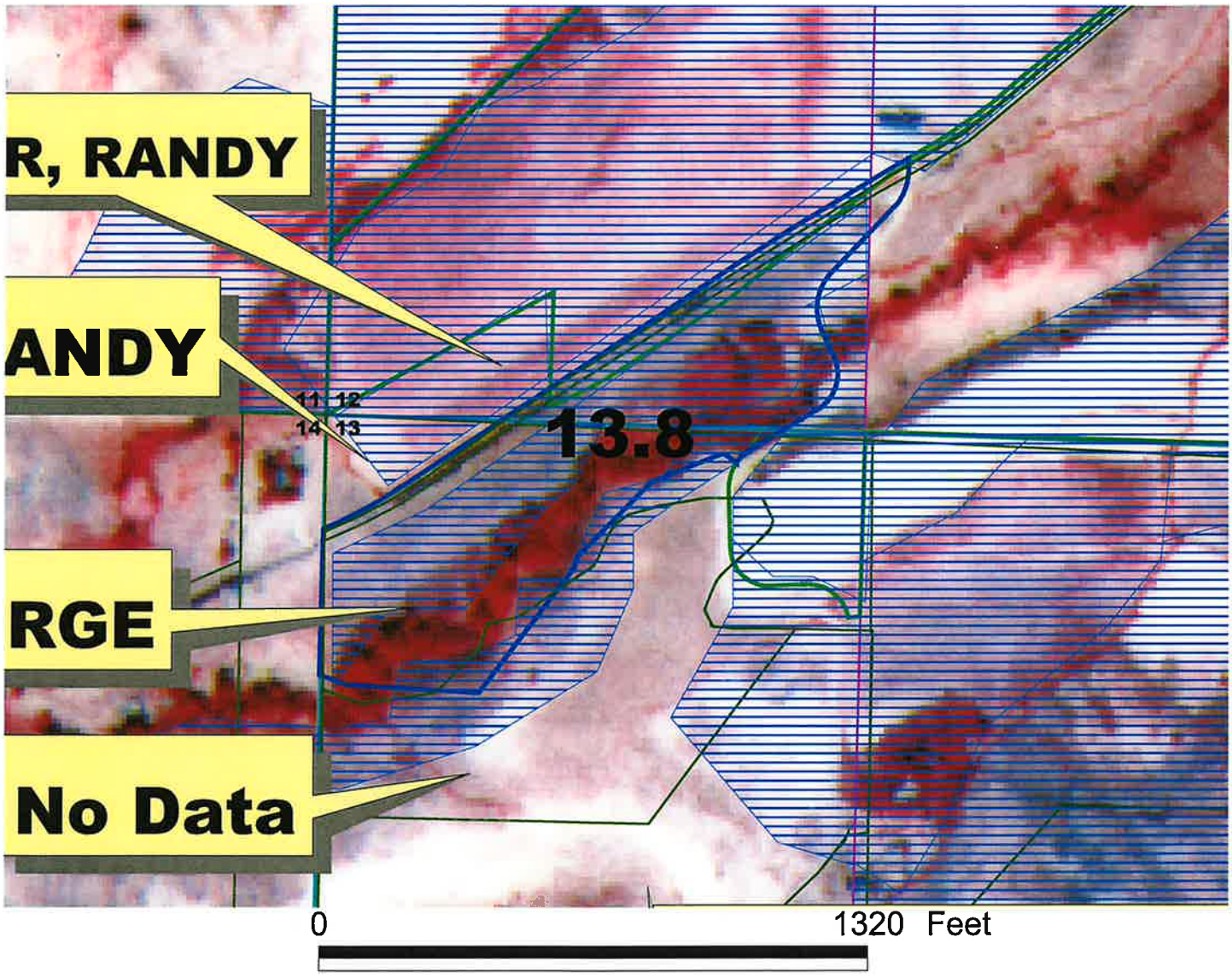
Section Lines

Recommended POU -N/A

N
W
E
S

Date: February 2003

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

Quarter Quarter lines

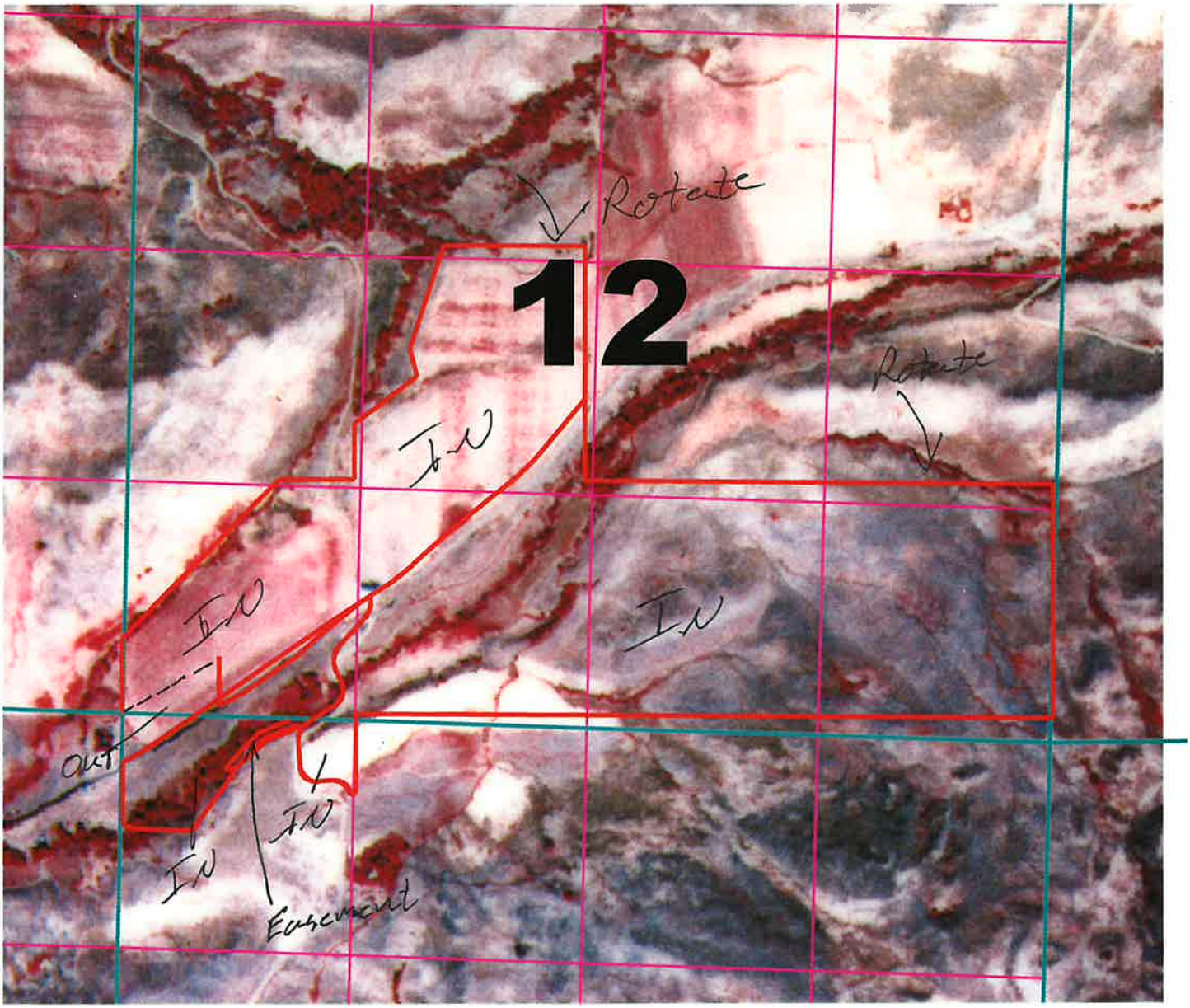
Section Lines

Recommended POU

N
W
E
S

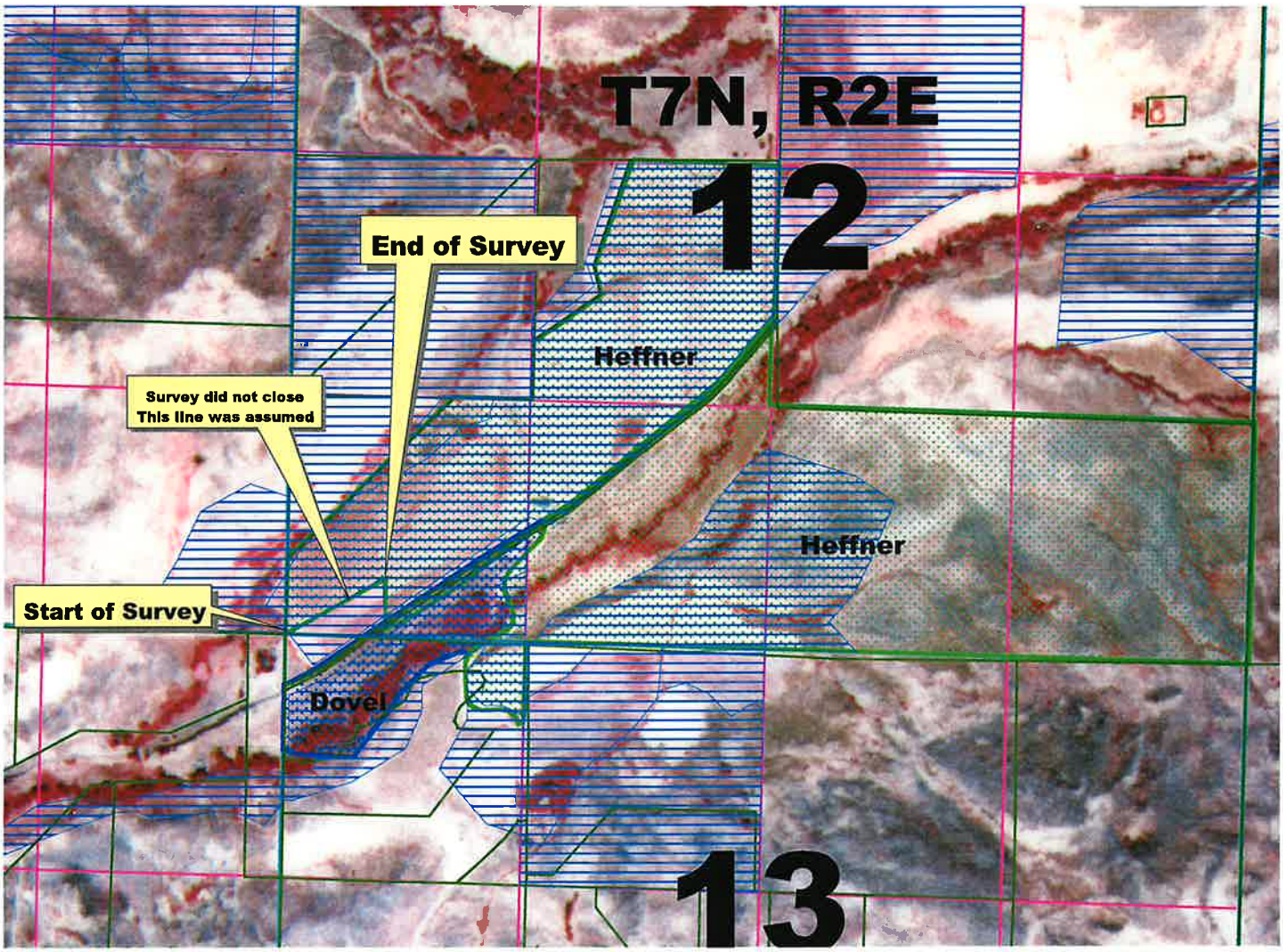
Date: February 2003

Dovel to Heffner C/O



Meets and bounds ro Heffner

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

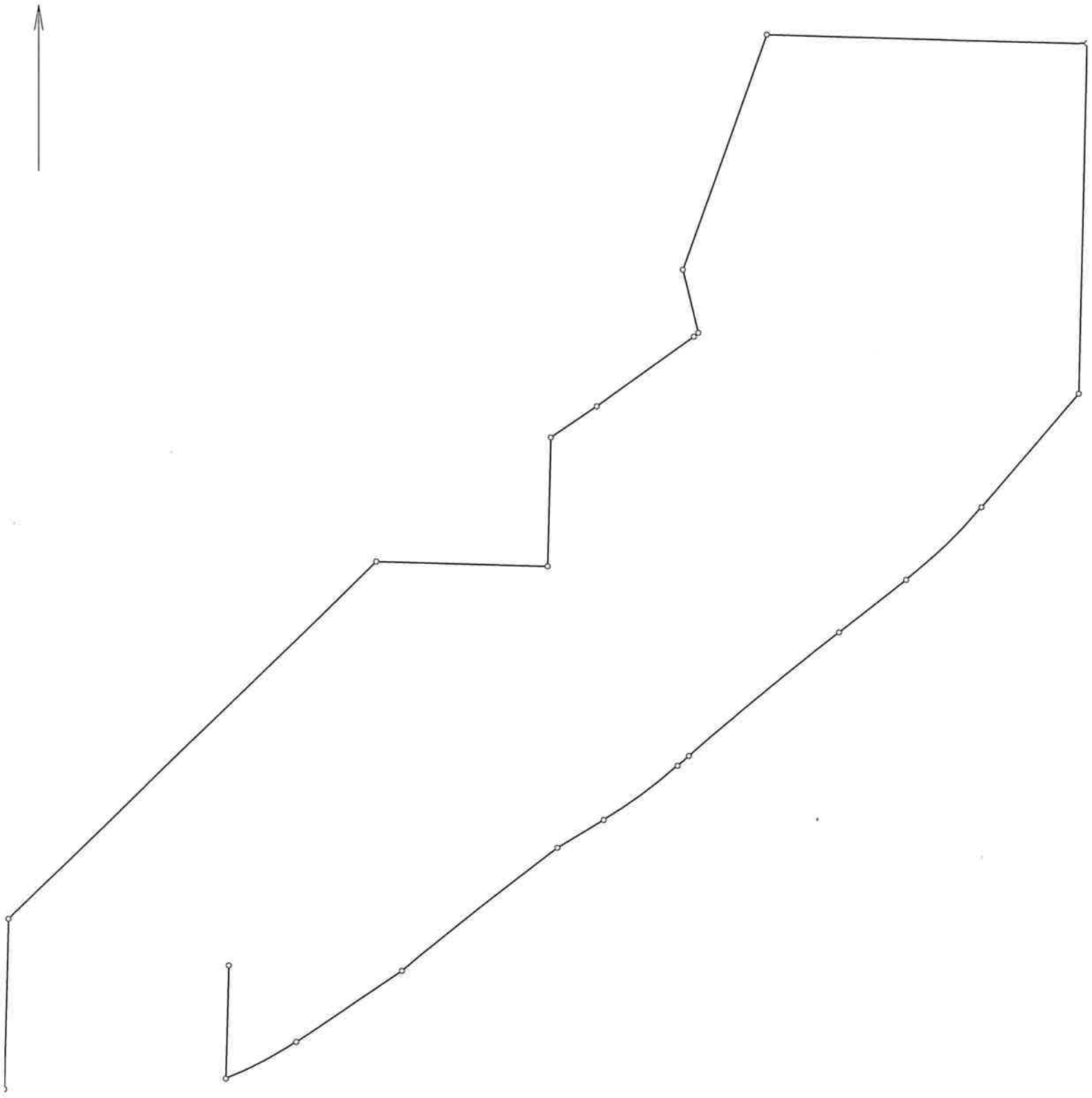
Quarter Quarter lines

Section Lines

Recommended POU

N
W
E
S

Date: February 2003



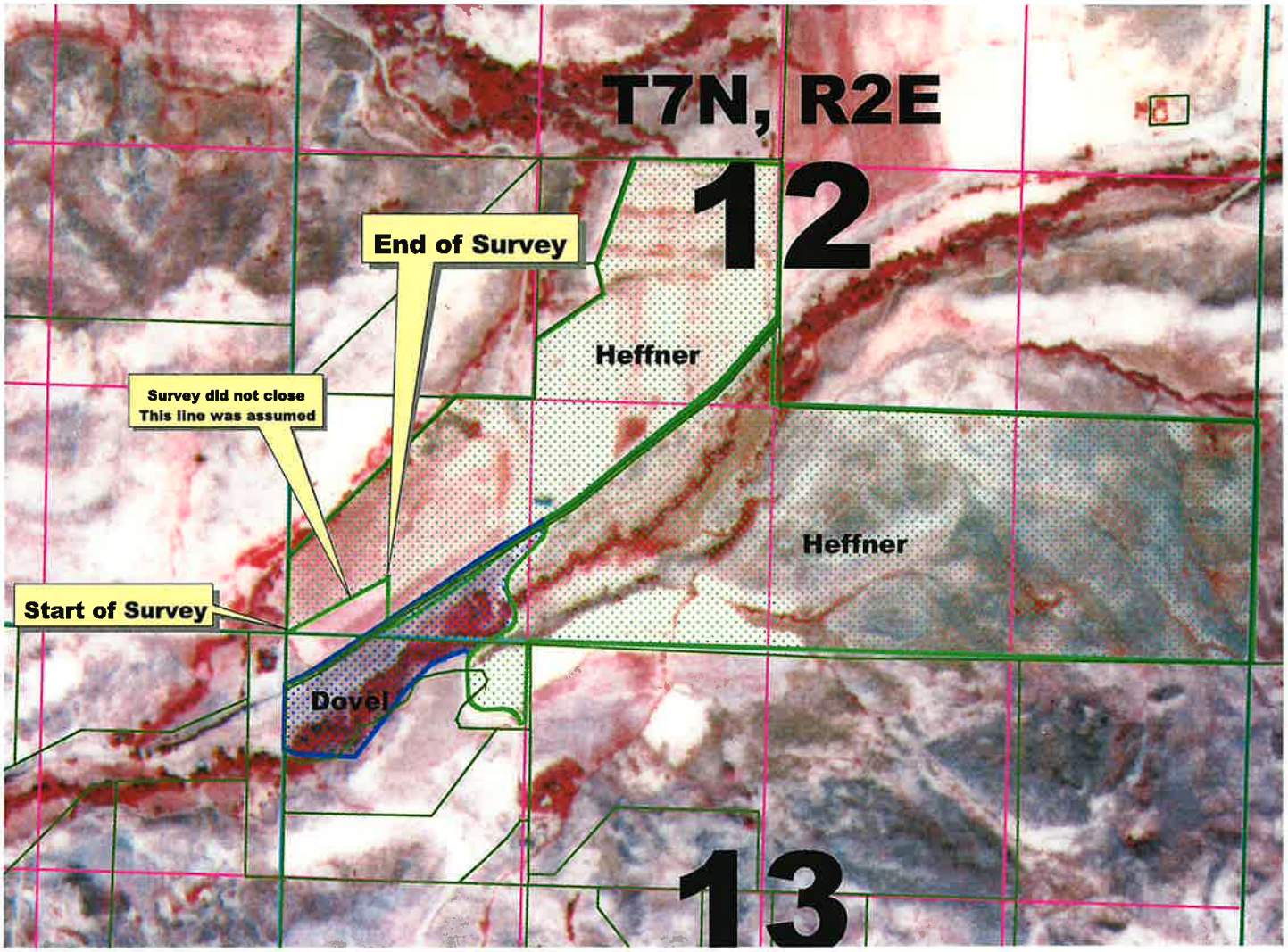
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Scale: 1 inch = 325 feet	File: Heffner_3.des

Data and Deed Call Listing of File: Heffner_3.des

Tract 1: 21.6610 Hectares: 216609.8 Sq M.: Closure = s61.0410w 189.87 M.: Precision =1/13: Perimeter = 2502 M.

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002=rotate +1.3000
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004=n44.1920e 1248.28
005=s89.5206e 418.32
006=n00.0759w 314.40
007=n54.5754e 135.80
008=n53.0048e 292.51
009=n48.3124e 14.28
010=n15.2100w 158.25
011=n18.1108e 610.11
012=s89.3308e 788.44
013=s00.0432e 854.03
014=s39.3000w 364.64
015: Rt, R=1300, Arc=257.15, Delta=11.2000
Bng=s45.1000w, Chd=256.73
016=s50.5000w 207.83
017: Lt, R=8000, Arc=474.73, Delta=03.2400
Bng=s49.0800w, Chd=474.66
018=s47.2600w 36.26
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Bng=s52.3330w, Chd=223.62
020=s57.4100w 132.37
021: Lt, R=10000, Arc=482.88, Delta=02.4600
Bng=s50.1800w, Chd=482.83
022=s54.5500w 310.57
023: Rt, R=940.00, Arc=193.59, Delta=11.4800
Bng=s60.4900w, Chd=193.25
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Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

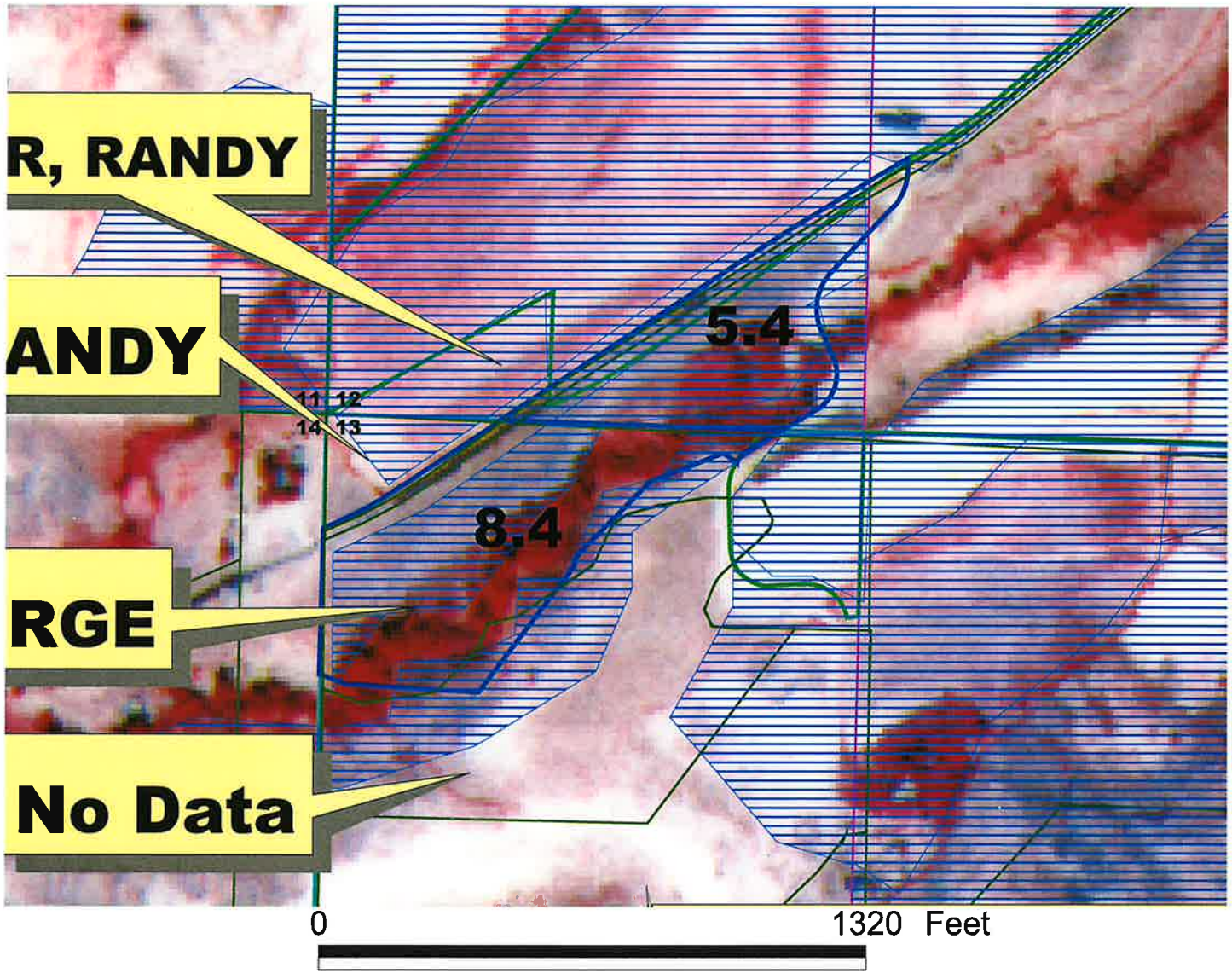
Quarter Quarter lines

Section Lines

N
W
E
S

Date: February 2003

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

Quarter Quarter lines

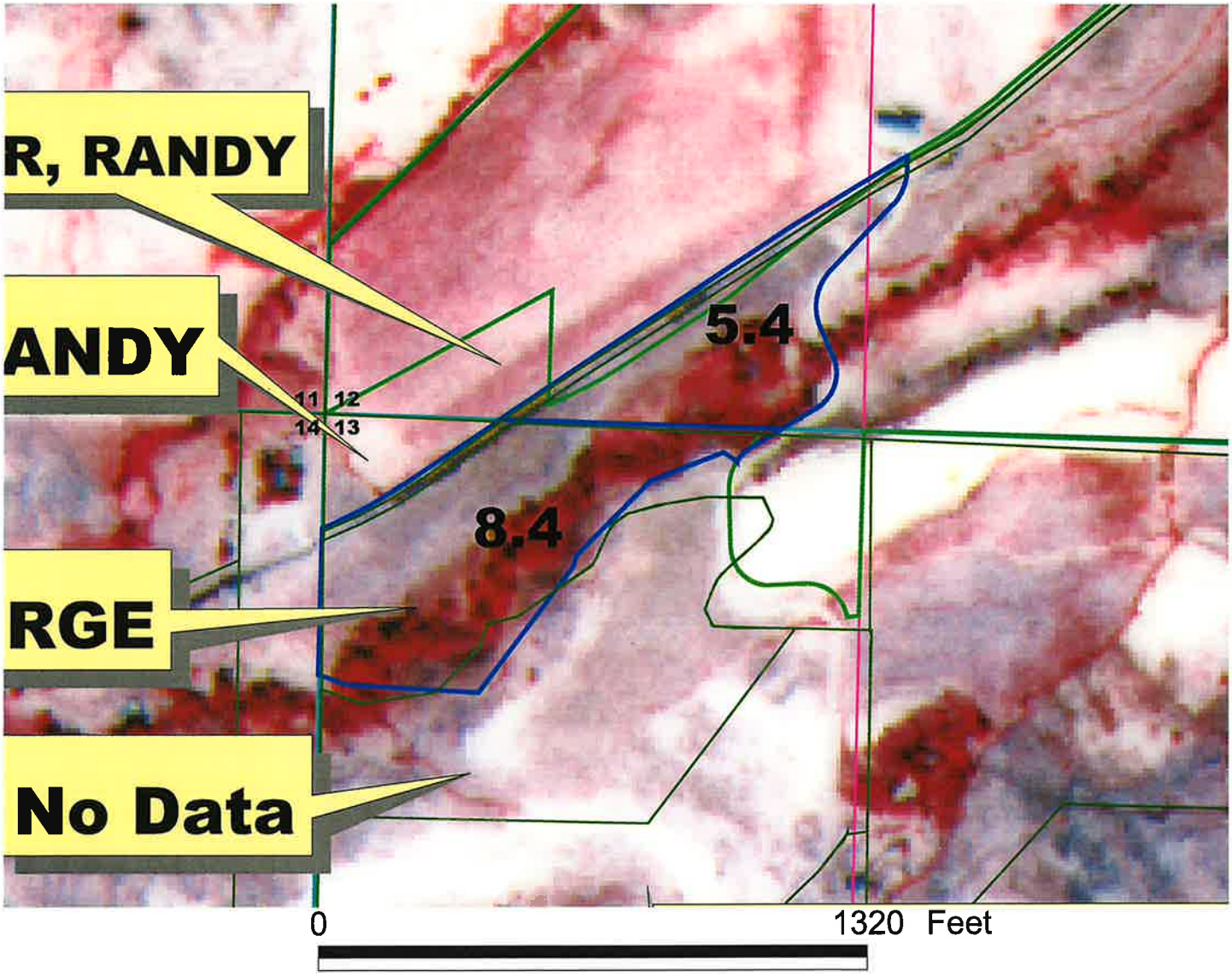
Section Lines

Recommended POU

N
W
E
S

Date: February 2003

Dovel / Heffner Prop Bndy



Heffner Prop Bndy

Dovel Prop Bndy

Boise Co Taxlot Data

Quarter Quarter lines

Section Lines

Recommended POU -N/A

N
W
E
S

Date: February 2003

MTC
ENGINEERS - SURVEYORS
McCARTER • TULLER • CHRONIC, INCORPORATED
707 N. 27TH ST. BOISE, IDAHO 83702 (208) 345-0780 FAX (208) 343-8967

Legal Description
for
George Dovel (DOVEL HOME)

Parcel No. 1

A parcel of land located in the
Southwest ¼ of Section 12 and Northwest ¼ of Section 13, T.7N., R.2E., B.M.,
Boise County, Idaho described as follows:

Commencing at a brass cap, marking the Southwest corner of Section 12; thence South 89°41'36" East along the South line of said section, 423.42 feet to a point on the centerline of a County Road, said point being the REAL POINT OF BEGINNING;

thence North 54°55'00" East, 619.44 feet to a point of curve;

thence 482.87 feet along said curve to the right, whose central angle is 02°46'00", whose radius is 10,000.00 feet, whose length is 482.87 feet, whose long chord bears North 56°18'00" East, 482.83 feet to a point of tangent;

thence North 57°41'00" East, 59.40 feet to a point in intersection of County Roads;

thence South 03°54'25" East, 24.05 feet along centerline of County Road to a point of curve;

thence 104.20 feet along said curve to the right, whose central angle is 45°55'20", whose radius is 130.00 feet; whose long chord bears South 19°03'15" West, 101.43 feet to a point of tangent;

thence South 42°00'55" West, 213.36 feet along centerline of County Road to a point of curve;

thence 150.21 feet along said curve to the left, whose central angle is 67°46'08", whose radius is 127.00 feet, whose long chord bears South 08°09'51" West, 141.61 feet to a point of tangent;

thence South 25°45'13" East, 71.31 feet along the centerline of County Road to a point of curve;

thence 145.99 feet along said curve to the right, whose central angle is 83°39'13", whose radius is 100.00 feet, whose long chord bears South 16°04'23" West, 133.37 feet to a point of tangent;

EXHIBIT B

thence South 57°54'00" West, 184.45 feet along the centerline of County Road to a point of curve;

thence 47.01 feet along said curve to the left whose central angle is 23°25'14", whose radius is 115.00 feet, whose long chord bears South 43°42'19" West, 44.68 feet to a point;

thence leaving the County Road North 58°00'10" West, 38.52 feet to a point;

thence South 67°24'18" West, 187.18 feet to a point;

thence South 42°55'11" West, 254.06 feet to a point;

thence South 15°12'07" West, 25.87 feet to a point;

thence South 35°46'24" West, 379.74 feet to a point;

thence North 88°00'57" West, 318.64 feet to a point;

thence North 70°57'14" West, 69.93 feet to a point;

thence North 00°06'32" West, 351.00 feet to a point of beginning of curve;

thence 193.59 feet along said curve to the left, whose central angle is 11°48'00", whose radius is 940.00 feet, whose long chord bears North 60°48'00" East, 193.25 feet to a point of tangent;

thence North 54°55'00" East, 310.57 feet along the centerline of County Road to the **REAL POINT OF BEGINNING.**

Said parcel contains a calculated area of 13.76 acres, subject to County Road right-of-way.

Saving and accepting all easements of record or in use.

Also an ingress and egress easement over the following described parcel:

Commencing at a brass cap marking the Northwest corner of Section 13, T.7N., R.2E., B.M., Boise County, Idaho; thence South 89°41'36" East along the North line of said section, 1,104.86 feet to a point on the centerline of a County Road; thence South 57°54'00" West along said road 93.41 feet to a point of curve; thence 47.01 feet along said curve to the left whose central angle is 23°25'14", whose radius is 115.00 feet, whose long chord bears South 43°42'19" West, 44.68 feet to a point; thence leaving the County Road North 58°00'10" West, 38.52 feet to a point, said point being the **REAL POINT OF BEGINNING.**

thence South 03°20'58" West, 23.66 feet to a point;

thence South 67°46'02" West, 166.54 feet to a point;

thence South 47°56'25" West, 39.60 feet to a point;

EXHIBIT B

thence South 47°58'28" West, 126.99 feet to a point;

thence South 54°30'27" West, 60.23 feet to a point;

thence South 69°14'20" West, 63.11 feet to a point;

thence North 15°12'07" East, 25.87 feet to a point;

thence North 42°55'11" East, 254.06 feet to a point;

thence North 67°24'18" East, 187.18 feet to the REAL POINT OF BEGINNING.

Said parcel contains a calculated area of 0.30 acres.

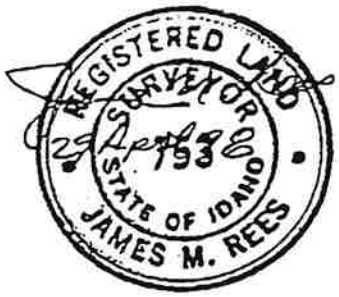


EXHIBIT B

BILL OF SALE

THE PARTIES hereto are **George Dovel**, a married man dealing with his sole and separate property (herein called seller) and whose wife is Patricia Ann Dovel, and **Randy Heffner** and **Amy Heffner**, husband and wife, (herein called buyer).

FOR VALUE RECEIVED, the seller hereby sells, assigns and transfers unto the buyer that personal property (herein called personal property) described as follows: hay shed, 2 granaries, all of the main line, all laterals, all valves, all valve openers, and all fittings bearing the brand names Wade Rain, Redi-Rain, Rain For Rent, Pierce and Wyss; and the cattle squeeze chute located on those lands situated in Boise County, Idaho, and described in Exhibit A attached hereto and by this reference incorporated herein.

SUBJECT to the following: all taxes and assessments levied or assessed thereon prorated for the period on and after the date of October 15, 1998; the acceptance of the personal property by the buyer "as is" in the present condition thereof.

TO HAVE AND TO HOLD the personal property unto the buyer and the buyer's successors and assigns forever and the seller covenants to and with the buyer as follows: that the seller is the lawful owner of the personal property; that the personal property is free and clear of all encumbrances; except those described above to which this bill of sale is expressly made subject; that the seller has a good right to sell the personal property; and that the seller will warrant and defend the title to and right to possession of the personal property against all lawful claims and demands whatsoever. Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

DATED: October 9, 1998

George Dovel

George Dovel, Seller

Patricia Ann Dovel

Patricia Ann Dovel, wife of the Seller

EXHIBIT C

STATE OF IDAHO, County of ~~Canyon~~ Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **George Dovel** and **Patricia Ann Dovel**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on October 9, 1998.

Brock G Condie Notary Public.

BROCK G. CONDIE NOTARY PUBLIC STATE OF IDAHO

EXHIBIT C

PARCEL NO. II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12 AND NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE, MERIDIAN, BOISE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 11, 12, 13, AND 14, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
NORTH 00 DEGREE 11'27" WEST, 415 FEET ALONG THE WEST LINE OF SAID SECTION 12 TO A BRASS CAP; THENCE
LEAVING SAID SECTION LINE NORTH 44 DEGREES 19'20" EAST, 1,248.28 FEET TO A BRASS CAP; THENCE
SOUTH 89 DEGREES 52'06" EAST, 418.32 FEET TO THE SOUTHWEST 1/16 CORNER FROM WHICH A BRASS CAP WITNESS CORNER LIES NORTH 89 DEGREES 52'06" EAST, 36.00 FEET; THENCE
NORTH 00 DEGREE 07'59" WEST ALONG THE CENTER WEST 1/16 LINE, 314.40 FEET TO AN IRON PIN; THENCE
LEAVING SAID 1/16 LINE NORTH 54 DEGREES 57'54" EAST, 135.80 FEET (RECORD NORTH 55 DEGREES 13'01" EAST, 135.70 FEET) TO AN IRON PIN; THENCE
NORTH 53 DEGREES 00'48" EAST, 292.51 FEET AN INCH IRON PIN; THENCE
NORTH 48 DEGREES 31'24" EAST, 14.28 FEET TO AN IRON PIN; THENCE
NORTH 15 DEGREES 21'00" WEST, 158.25 FEET TO AN IRON PIN; THENCE
NORTH 18 DEGREES 11'08" EAST, 610.11 FEET TO AN IRON PIN ON THE CENTER SECTION LINE; THENCE
SOUTH 89 DEGREES 33'08" EAST ALONG SAID CENTER SECTION LINE, 788.44 FEET TO A BRASS CAP MARKING THE CENTER SECTION CORNER OF SAID SECTION 12; THENCE
SOUTH 00 DEGREE 04'32" EAST ALONG THE CENTER SECTION LINE OF SAID SECTION, 854.03 FEET TO AN ALUMINUM CAP ON THE CENTER LINE OF A COUNTY ROAD; THENCE ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON PIN, A POINT OF CURVATURE; THENCE
257.15 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 20'00", A RADIUS OF 1,300.00 FEET, AND A CHORD WHICH BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO AN IRON PIN; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
474.73 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 03 DEGREES 24'00", AND A RADIUS OF 8,000.00 FEET AND A CHORD WHICH BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO AN IRON PIN; THENCE
SOUTH 47 DEGREES 26'00" WEST, 36.26 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
223.62 FEET ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 10 DEGREES 15'00", A RADIUS OF 1,250.00 FEET AND A CHORD WHICH BEARS SOUTH 52 DEGREES 33'30" WEST, 223.62 FEET TO AN IRON PIN; THENCE
SOUTH 57 DEGREES 41'00" WEST, 132.37 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE

LEGAL CONTINUED

EXHIBIT A
EXHIBIT C

PARCEL NO. II (CONT.)
482.88 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 02 DEGREES 46'00", A RADIUS OF 10,000.00 FEET, AND A CHORD WHICH BEARS SOUTH 50 DEGREES 18'00" WEST, 482.83 FEET TO AN IRON PIN; THENCE
SOUTH 54 DEGREES 55'00" WEST, 310.57 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
193.59 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 48'00", A RADIUS OF 940.00 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES 49'00" WEST, 193.25 FEET TO AN ALUMINUM CAP ON THE WEST LINE OF SECTION 13; THENCE
LEAVING SAID COUNTY ROAD NORTH 00 DEGREE 06'32" WEST ALONG THE WEST LINE OF SAID SECTION, 275.00 FEET TO THE **REAL POINT OF BEGINNING.**

PARCEL III

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP MARKING THE 1/16 CORNER, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP, MARKING SOUTH QUARTER CORNER OF SECTION 12; THENCE
SOUTH 89 DEGREES 32'47" EAST, 2,618.63 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
NORTH 00 DEGREE 00'15" WEST ALONG THE EAST SECTION LINE OF SAID SECTION 1,309.02 FEET TO A BRASS CAP MARKING THE 1.16 CORNER OF SAID SECTION 12; THENCE
LEAVING SAID SECTION LINE NORTH 89 DEGREES 28'23" WEST, 2,620.30 FEET TO A 1/16 CORNER, MARKED BY A 1 INCH PIPE; THENCE
NORTH 00 DEGREES 04'32" WEST, 458.37 FEET TO A 5/8 INCH IRON BAR AND ALUMINUM CAP LOCATED IN THE CENTER OF COUNTY ROAD; THENCE
SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON BAR AT BEGINNING OF CURVE IN CENTER OF SAID COUNTY ROAD; THENCE
257.15 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 11 DEGREES 20'00", WHOSE RADIUS IS 1,300.00 FEET, WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO A 5/8 INCH IRON BAR ON THE CENTERLINE OF COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET ALONG THE CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
474.73 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 03 DEGREES 24'00", WHOSE RADIUS IF 8,000.00 FEET, WHOSE LONG CHORD BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 47 DEGREES 24'20" WEST, 36.26 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
223.62 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 10 DEGREES 15'00", WHOSE RADIUS IS 1,250.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 33'30" WEST, 223.32 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE

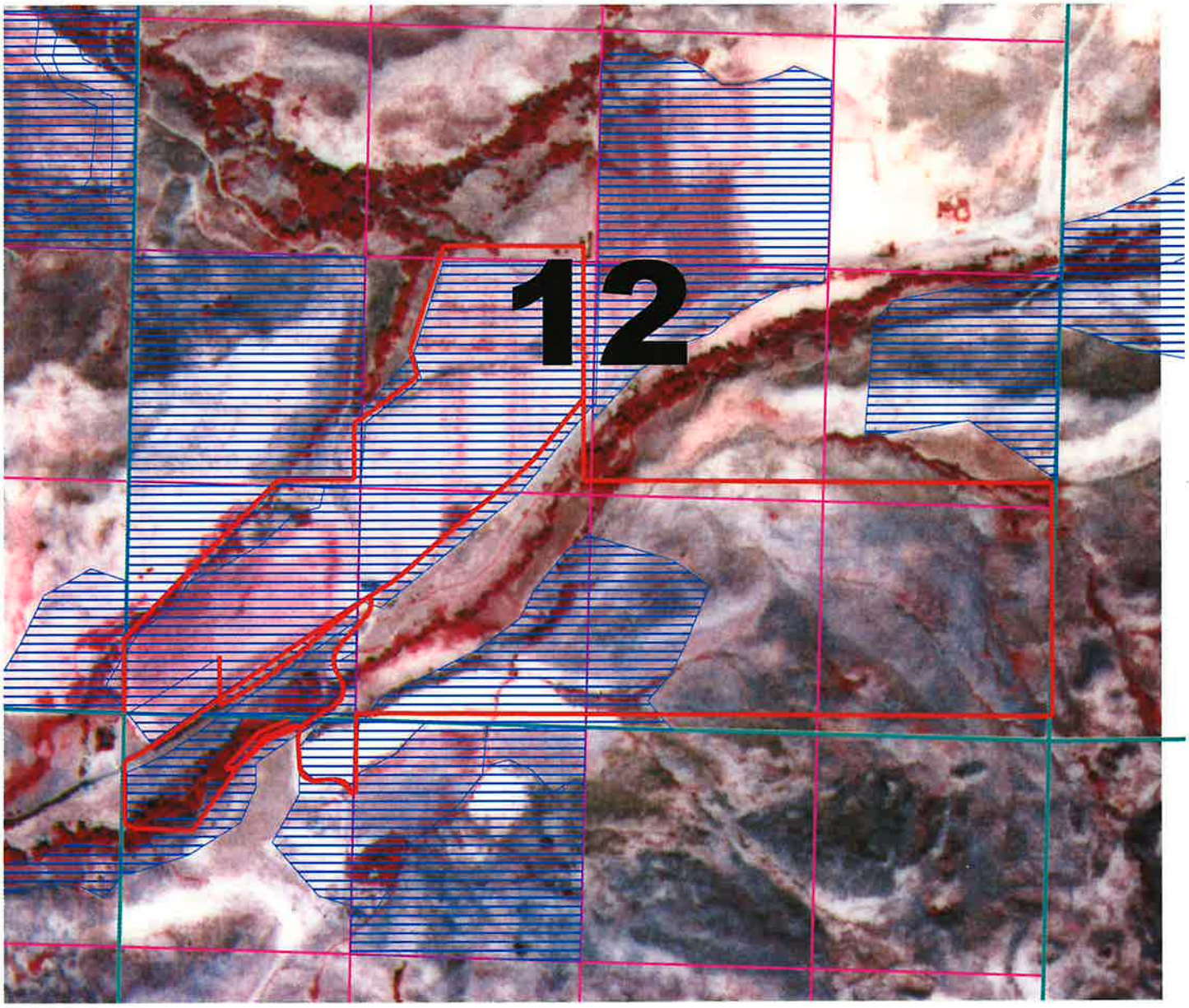
EXHIBIT A
EXHIBIT C

PARCEL NO. III (CONT.)
SOUTH 57 DEGREES 41'00" WEST, 72.97 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTY ROADS INTERSECTION; THENCE
SOUTH 03 DEGREES 54'25" EAST, 24.05 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTRY ROAD MARKING POINT OF CURVE; THENCE
104.20 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IF 45 DEGREES 55'20", WHOSE RADIUS IS 130.00 FEET, WHOSE LONG CHORD BEARS SOUTH 19 DEGREES 03'15" WEST, 101.43 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 42 DEGREES 00'55" WEST, 213.36 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
150.21 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 67 DEGREES 46'08", WHOSE RADIUS IS 127.00 FEET, WHOSE LONG CHORD BEARS SOUTH 08 DEGREES 09'51" WEST, 141.61 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 25 DEGREES 45'13" EAST, 71.31 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
145.99 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 39'13", WHOSE RADIUS IS 100.00 FEET, WHOSE LONG CHORD BEARS SOUTH 16 DEGREES 04'23" WEST, 133.37 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD MARKING A POINT OF TANGENT; THENCE
SOUTH 57 DEGREES 54'00" WEST, 91.04 FEET ALONG CENTER OF SAID COUNTY ROAD TO A POINT ON SECTION LINE; THENCE
SOUTH 57 DEGREES 54'00" WEST 93.41 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE IN SECTION 13; THENCE
47.01 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 23 DEGREES 25'14", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 43 DEGREES 423'19" WEST, 44.68 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD MARKING POINT OF CURVE; THENCE
70.67 FEET ON THE ARC OF SAME CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 35 DEGREES 12'47", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 14 DEGREES 23'24" WEST, 69.57 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 03 DEGREES 13'02" EAST, 140.22 FEET LONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE; THENCE
147.59 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 90 DEGREES 55'46", WHOSE RADIUS IS 93.00 FEET, WHOSE LONG CHORD BEARS SOUTH 48 DEGREES 40'55" EAST, 132.58 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
NORTH 85 DEGREES 51'13" EAST, 84.14 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
141.09 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 20'23", WHOSE RADIUS IS 97.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 28'36" EAST, 128.98 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
LEAVING COUNTY ROAD NORTH 79 DEGREES 11'35" EAST, 27.74 FEET TO A 5/8 INCH IRON PIN; THENCE
NORTH 00 DEGREES 07'36" EAST, 445.72 FEET TO THE **REAL POINT OF BEGINNING.**

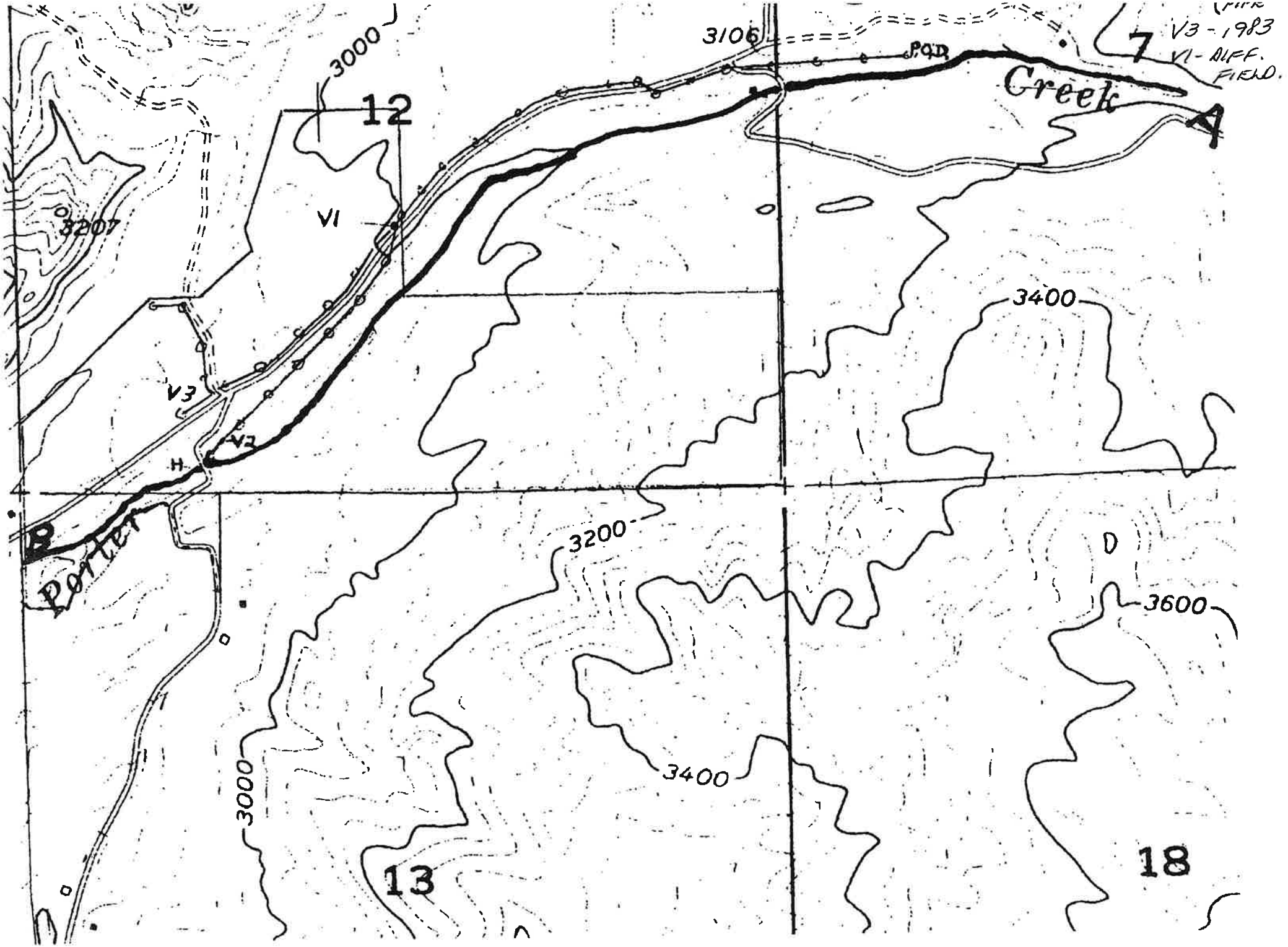
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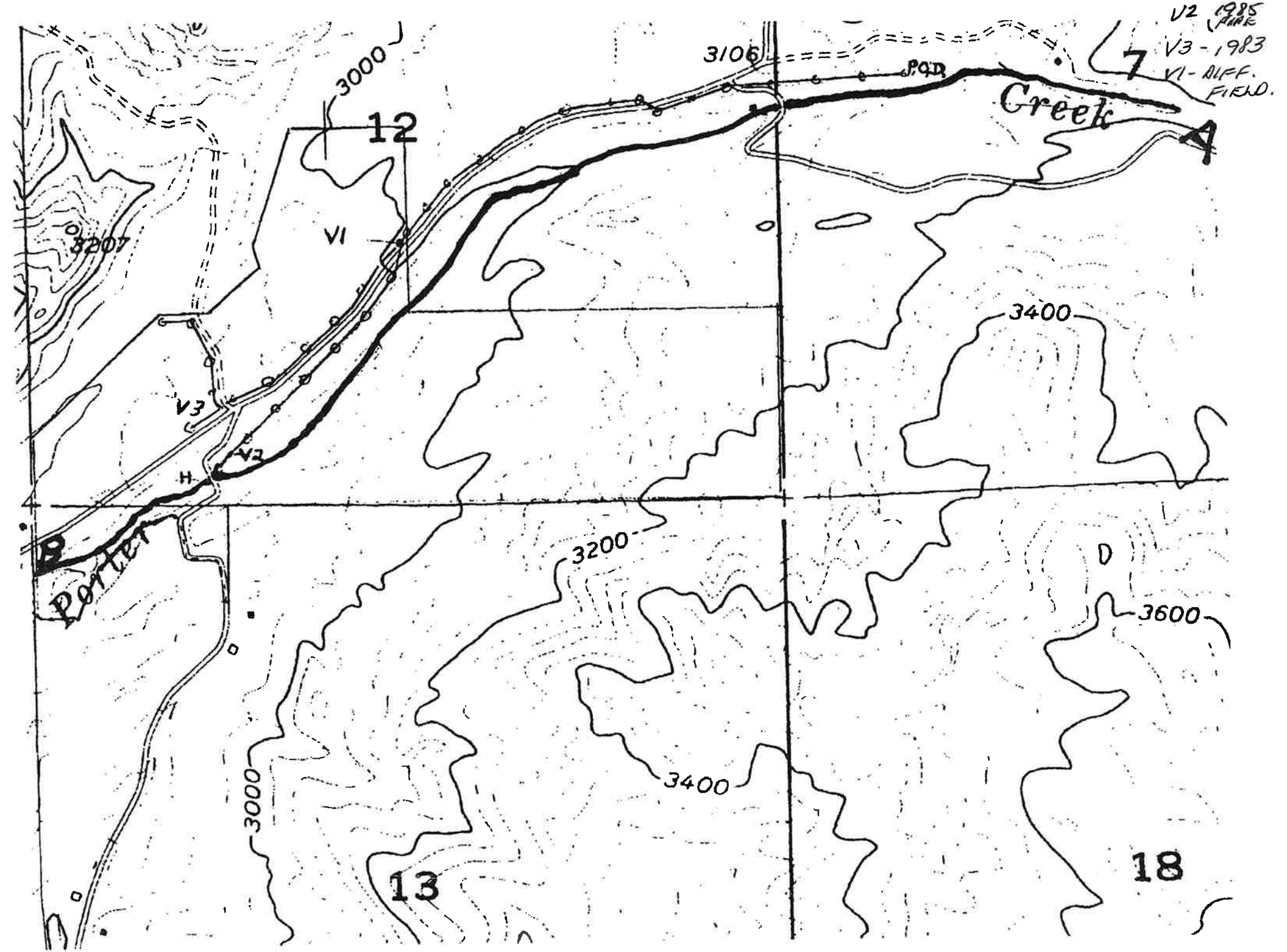
EXHIBIT A
EXHIBIT C

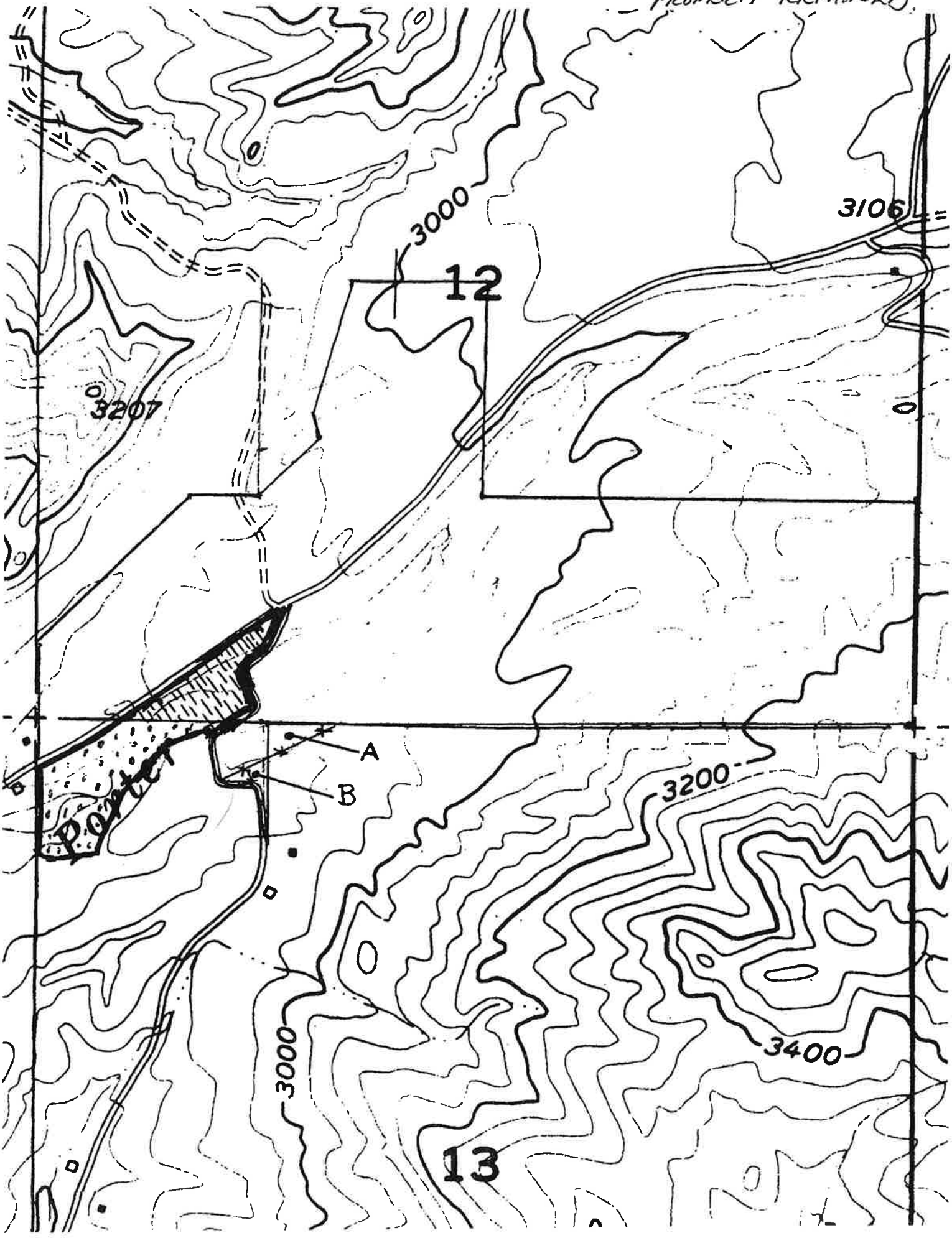
Dovel to Heffner C/O



Meets and bounds ro Heffner


3000
12
3106
P.Q.D.
Creek
7
V3 - 1983
VI - DIFF. FIELD.
A
3207
VI
3400
V3
V2
H
B
Porter
3200
D
3600
3000
3400
13
18


V2 1985 PHOTO
V3 - 1983
V1 - DIFF. FIELD.
3106
P.O.D.
7
Creek
A
3000
12
V1
3207
3400
V3
V2
H
B
Porter
3200
D
3600
3000
3400
13
18


PROPERTY REFINED.
3000
3106
12
3207
A
B
3200
3000
3400
13

Pipeline Easement

The Dovel pipeline is shown on the enclosed map of the subject property. It begins at the point of diversion, labeled "P.O.D." on the map, in the SW1/4 of the NW1/4 of S7 on the Miller property, thence is buried running westerly to the Double Diamond property in the SE1/4 of the NE1/4 of S12 (now reportedly Gene Hess property and formerly Arlie Woods property), thence northwesterly under Porter Creek Road and then southwesterly into the NW1/4 of the SE1/4 of S12, thence entering the Dovel property in the NE1/4 of the SW1/4 of S12 where it splits into two pipelines at "V1". This property was surveyed as Parcel 2 and would transfer to the Hefners.

There are two valves at V1. One regulates the water in the buried pipeline which crosses under Porter Creek Road and continues southwesterly property surveyed as Parcel 3 on the south side of Porter Creek Road to a valve labeled "V2" in the SE1/4 of the SW1/4 of S12. Valve V2 is used to empty, fill or flush the pipeline and to provide water to the above-ground mainline/lateral which supplies the domestic, stockwater and irrigation rights to the parcel the Dovels will retain surveyed as Parcel 1.

The other valve at V1 regulates the water in the buried pipeline which runs southwesterly north of Porter Creek Road to the Valve labeled "V3". This valve is used to empty, flush or fill the pipeline, may supply up to .04 cfs of water to the Woods water right when necessary to replace the open Woods ditch thereby saving water diverted to a senior right. Valve V3 also provides an alternative source for Dovel to receive water in the lateral through the culvert under Porter Creek Road to provide domestic, stockwater and irrigation to the Dovel parcel Surveyed as Parcel 1.

Irrigation water in the short buried pipline running northerly on the west side of Cook's Gulch Road is regulated by a separate valve at the "tee" of the two lines. There are also two valves in the buried line south of the road which provide stockwater to the corral and irrgation water to lands in Parcel 3.

In order to help maintain the pipelines supplying the Dovel water rights and to fill, flush and regulate water to Dovel Parcel 1, Dovels would need access on the Hefner property to the mainline arriving at V1 and to both buried pipelines continuing to V2 and V3. They would also require access to the upstream portions of the buried pipeline on property owned by Miller and Hess from the P.O.D. to V1 for the same purposes.

It is proposed that maintenance or repairs to the joint-use portions of the pipeline caused solely by either Hefner's or Dovel's use of the pipeline would be accomplished or paid for by the user. It is proposed that maintenance and repair resulting from other causes would be borne by by both parties and prorated based on their respective water rights.

ITEMS TO CHECK WHEN DELIVERING WATER 6-17-91

Always remember that water is available for other users whenever the Watermaster (WM) closes and locks a senior headgate. The water users must notify the WM in order to receive a specified amount of water. Users should also let the WM know when use is completed.

Some waste will occur in normal irrigation practices (acceptable). The WM checks for excessive and ongoing waste (unacceptable) at the points defined in this outline. The WM should not intrude into the users' activities and practices beyond the limits defined in this outline.

Do not deliver water to Double Diamond, Oliver/Dobson, or Dovel unless:

1) headgate can be locked with WM lock - no private locks allowed;

2) delivered water can be clearly measured.

It may take some checking between headgates and measuring points to accurately deliver flows. With weirs, remember that the weir pool should stabilize before a measurement occurs.

Use the 1' staff gauge at the center of the weir crest with the gauge turned at a 45 degree angle to the flow of water to make a measurement. Measure the feet of head to the nearest 1/100.

DAILY RECORD

Always try to make deliveries in the morning. Past records indicate that creek flows may fluctuate up to about 30% within a day, with higher flows in the morning hours.

Record deliveries in cfs in the small "daily record" books. Enter the water right number (ok to use rank # such as #1 instead of actual water right # such as 65-03103) and the measured cfs, which is shown in the appropriate day column.

It's a good idea to sum the cfs delivered for a day at the bottom of the day column. This gives you a quick ckeck for anticipated amounts for the next visit.

Also, keep a brief journal of each visit in the "Field Visit Log". Record daily miles driven on WM visits.

MONITOR POINTS & RELATED ITEMS

#1 RIGHT, DOUBLE DIAMOND

1) During every visit, check overflow pipe at north side of Jackass Creek to see if waste occurs. If overflow is found, check #1 place of use to see why. Perhaps lines are being changed or other routine maintenance is occurring. If not, contact Cleo Cockrum and determine the reason for overflow. If no acceptable reason exists, close and lock #1 headgate (wasting water).

copy of instruction

2) Always lock the field valve in NWSE S. 26 when deliver water to #1. Be sure that Cleo closes the valve first. Always unlock the valve when #1 does not receive water.

3) Monitor the repair work at the pipeline at south side of Jackass Creek. If a major leak occurs again, give Cleo a warning that #1 will be shut down the next day if leak is not controlled.

#2 RIGHT, OLIVER/DOBSON

1) Always lock the field valve along the bluff in NWNE S. 11 when deliver water to #2. Be sure that an Oliver/Dobson employee closes the valve. Always unlock the valve when #2 does not receive water.

2) After #2 delivered and field valve locked, check the diversion dam. Little or no water should flow past the dam. A few inches of water can go downstream to #5 for courtesy water. This is the most downstream control point on the creek. Do not be concerned about flows in the creek past the Oliver/Dobson dam.

3) About every second or third visit to the district, monitor the diversion box at the end of O/D ditch in SENE S. 11. Water should not be flowing out of the west side of the box, or other significant wasting should not occur, unless a valid reason can be found (similar to Double Diamond checkpoint at pipe crossing Jackass Creek). Proceed in the same manner as outlined in right #1.

#4 RIGHT, DOUBLE DIAMOND

1) A booster pump is used with the #4 (& #15) right, and the pump is by the Porter Creek road in SENE S. 12. Do not turn the pump on or off! Always let Cleo know whenever water is delivered to the headgate (common diversion point with Dovel) or whenever the headgate is closed. Advance notice will allow Cleo to protect the pump.

#6,7,11 RIGHTS, DOVEL

1) 6 & 7 are irrigation and 11 is domestic. To deliver #11 as courtesy water when 6 & 7 are not allowed to receive water, open the headgate 3 complete turns. Lock it open in this position. This is the maximum delivery for courtesy use.

REMEMBER: WHEN IN DOUBT, CONTACT STEVE LESTER (OR DAVE TUTHILL IF S.L. NOT AVAILABLE) BEFORE TAKING ACTION. CALL 334-2190.

SUMMARY OF PORTER CREEK RIGHTS DELIVERED BY WATERMASTER

RIGHT NUMBER	OWNER	CFS	MAXIMUM AMOUNT TO DELIVER INCHES	MEASURED AS
1	DOUBLE DIAMOND	2.79	139.5	0.43' HEAD ON 3' CIPOLLETTI WEIR
2	OLIVER/DOBSON	1.60	80	0.385' HEAD ON 2' CIPOLLETTI WEIR
4	DOUBLE DIAMOND	0.90	45	45 INCHES ON FLOWMETER
5	WOODS	0.04	2	COURTESY WATER NOT MEASURED, RECORD .04 CFS
6	DOVEL	1.61	80.5	723 GPM ON FLOWMETER
7	DOVEL	.84	42	377 GPM ON FLOWMETER
11	DOVEL	.04	2	COURTESY WATER, 3 REVOLUTIONS OF HEADGATE VALVE, RECORD .04 CFS

NOTE: NORMALLY #1 = 3.82 CFS BUT REDUCED AS LONG AS GRAVEL PIT IN USE (NO IRRIGATION BENEFICIAL USE ON THOSE ACRES).

* * * * * * * * * * * * *

CONVERSION FACTORS

1 MINER'S INCH = .02 CFS = 9 GPM

1 CFS = 50" = 448.8 GPM

$$\frac{\text{GPM}}{448.8} = \text{CFS}$$

DELIVERY INFO
PORTER CREEK

8/25/93

Right - OWNER - CONTACT	MAX cfs	MAX. Reading	Comments
#1 DBL Diamond Leo Cockrum 793-2609	3.39	.485' hd. 3' Cip. weir	Deliverable Flow Reduced due to gravel pit. When Deliver - Close Field Valve South of gravel pit, put lock on it. - turn Re-activate Jackass Ck Recorder.
2A Olson - Dobson Steve Dobson 793-2694 2B Jeff Doom 793-2624	1.53 .07	.385' hd. 2' Cip. weir	2B deliverable if 2A in use 2A - have Steve close Field Valve (bluff or gulch valve), put lock on it. Split ownership per recent sale.
#4 DBL Diamond SEE #1	.90	45" miner's inches Flowmeter	Be sure Repaired Flowmeter works. Use Restricted to 45 acre plot west of blue flagging on fenceline (Flags west of diesel pump on north side Porter Ck. Road)
#5 Arlie Woods 793-2411	.32	SEE Comments	Has small homemade weir that approximates a nonstandard Cip. weir. Just uses .04 cfs ; usually do not need to visit gld. turn records .04 cfs for this Right. This is for use of plot on north side of creek west of Dovel's home - not at Arlie's home on #1 DBL Diamond ditch
#6/7 George Dovel 793-2768 ↑ contact person Liberty Broom 793-2448 operates sprinkler Dovel's place	#6 1.61 #7 .84 total 2.45	723 gpm Flowmeter 377 gpm 1100 gpm	Typically Requests @ 55" (494 gpm or closest Reading of 500 gpm on meter. IF NO IRRIGATION WATER AVAILABLE : CLOSE Headgate ; then open 2½-3 Revolutions on valve to deliver EXPANSIVE claim Creeplaces Cemetery watered. Lock in place.

NOTE : #3 not deliverable by turn at this time.

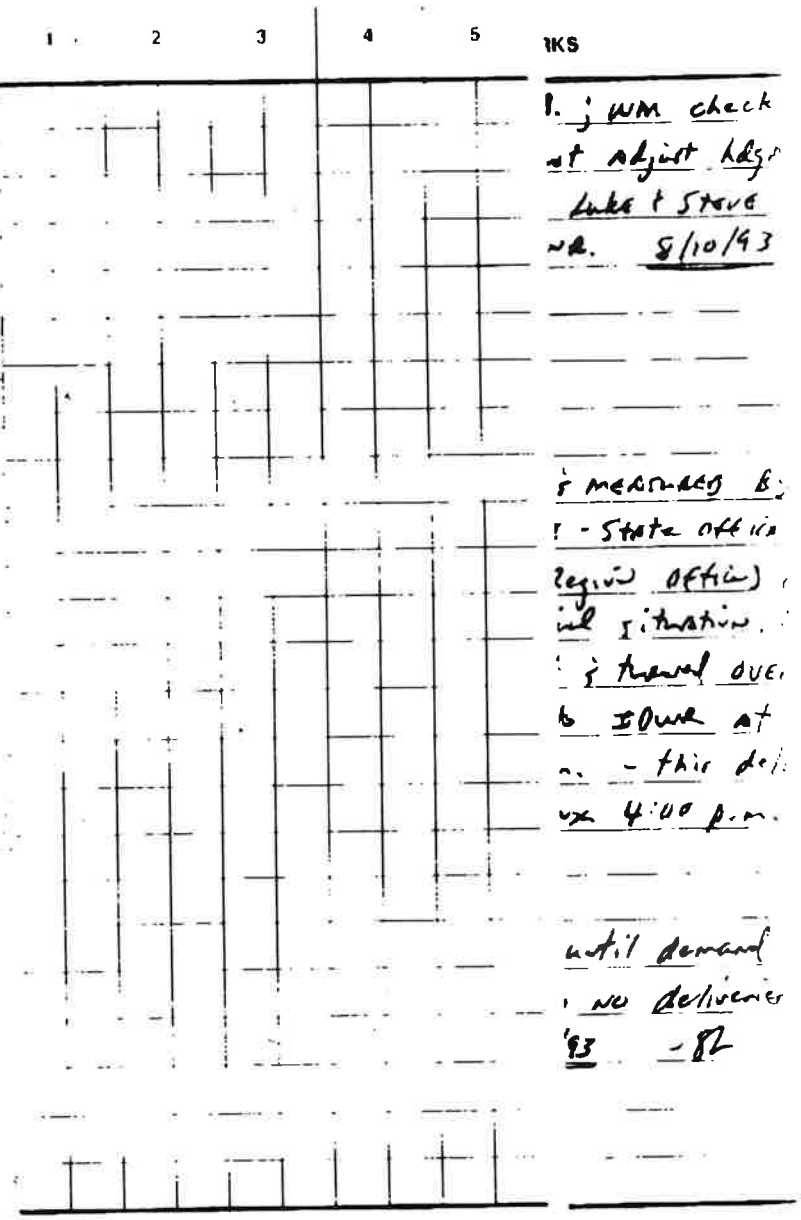
Hank Beanstra 365-4020 (Emmett)

Jan-08-03 10:29A P.06

Month of Aug t ___ 19 3

NOTE: Figures to be given in cubic feet per second for 24 hour periods or 24 hour second feet. Give name of owner of water rights, not tenant

Name of Present Owner	WATER RIGHT IDENTIFICATION NO.	Amount Second Feet (cfs)
Double Diamond (1)	65-03103	3.82
MAXIMUM DELIVERABLE →		3.39
Olivia-Dobson (2)	65-03104	1.60
(Billing: show part A & part B)		
Double Diamond (4)	65-10773	.92
Arlie Woods (5)	65-10771	.32
George Dowd (6)	65-10950	1.61
(7)	65-10951	.84



IKS

1. j WM check at adjust hdgs Lake t Stove ea. 8/10/93

j measured b; ! - State offic Regional Office) il j situation. j thereof ove b IDWR at - this de ux 4:00 p.m.

until demand , no deliveries '93 - 82

2

3

Jan-08-03 10:29A P.07

Month of August 19 93

NOTE — Figures to be given in cubic feet per second for 24 hour periods or 24-hour second feet. Give name of owner of water rights, not tenant.

Name of Pre Owner	26	27	28	29	30	31	Total in 24-hour Sec. Feet	REMARKS
Double Diamond MAX Olivier - Dobson (Billing : Shaw Double Diamond							46 35	① MEAS. BY HANK B. ; WM check rate but did not adjust keys witnessed by Tim Luke & Steve Lester of IDWR. 8/10/93
							4 432	
Dalia Wood							9 20	
George Davel							14 59	⑥ & ⑦ DELIVERED & MEASURED BY IDWR (Tim Luke - State Office Steve Lester - Region Office) to Hank B. medical situation. Had left district & turned over his WM keys to IDWR at approx 2:00 p.m. - this delivery made at approx 4:00 p.m. 8/10/93
								Regulation halted until demand exceeds supply so no deliveries in use 8/24/93 -BL

2 8

Jan-08-03 10:29A P.08

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

June 9, 1995

TO: WATERMASTER, WATER DISTRICT 65-B

BY: STEVE LESTER, WATER RIGHTS SUPERVISOR

RE: **REVISED DELIVERY GUIDELINES**

ATTACHED IS UPDATED INFORMATION OUTLINING THE WATER RIGHTS THAT CAN BE DELIVERED IN THE DISTRICT WHEN WATER SHORTAGES OCCUR. THE MATERIAL INCLUDES A DELIVERY TABLE AND 3 PAGES OF SPECIFIC INFORMATION.

THIS INFORMATION REPLACES PREVIOUS GUIDELINES PROVIDED BY THE DEPARTMENT.

1995 file copy

PORTER CREEK DELIVERABLE RIGHTS
REVISED JUNE 6, 1995

		MAXIMUM AMOUNT TO DELIVER		
RIGHT	OWNER	CFS	INCHES	MEASUREMENT AND REMARKS
1	DOUBLE DIAMOND	3.82	191.0	.53' HEAD ON 3' CIP WEIR; SEE TRANSFER 4159 & NEW MAP
2A	OLIVER/ DOBSON	1.53	76.5	.385' HEAD ON 2' CIP WEIR; SPLIT OWNERSHIP, DELIVER B ONLY WITH A;
2B	DOOMS	.07	3.5	TOTAL FOR BOTH 1.60 CFS (80")
4	DOUBLE DIAMOND	.90	45.0	45 MINER'S INCHES ON FLOW METER; ACRES WEST OF FLAG LINE
5	WOODS	.32	16.0	TYPICALLY @ .04 CFS (2") ON SMALL NON-STANDARD WEIR FOR STOCK USE
6	DOVEL	1.61	80.5	723 ON GPM FLOW METER
7	DOVEL	.84	42.0	377 ON SAME FLOW METER
9	WOODS	.07	3.5	USES #1 DITCH, MEASURE WITH #1
11	DOVEL	.04	2.0	18 GPM (@3 REVS.) SAME FLOW METER AS #6 & 7; DOMESTIC USE @ HOME/YARD
12	DOUBLE DIAMOND	.44	22.0	.125' HEAD AT #1 DITCH; SEE TRANSFER 4159; NON-IRRIGATION AT POND ONLY
15	DOUBLE DIAMOND	.31	15.5	15.5 MINER'S INCHES ON SAME FLOW METER AS #4; ACRES EAST OF FLAG
16	OLIVER/ DOBSON	.84	42.0	.25' HEAD AT #2 WEIR; ACRES BELOW & WEST OF BLUFF

CONVERSIONS

1 MINER'S INCH = .02 CFS = 9 GPM = NORMAL MAXIMUM PER ACRE

1 CFS = 50 MINER'S INCHES = 448.8 GPM

$$\frac{\text{GPM}}{448.8} = \text{CFS}$$

NOTE: NO COURTESY WATER OR OTHER DELIVERIES EXCEPT AS ABOVE.

ALL DELIVERIES MUST BE IN PRIORITY ORDER (#1, 2, 4 ETC.)

WATERMASTER ITEMS TO CHECK
REVISED JUNE 6, 1995

Water users should notify Watermaster (WM) when want specified amount of water. Should also notify WM when done with use so can turn this water over to next water user in priority order.

Some waste will occur due to normal irrigation practices (acceptable). WM will check for excessive and ongoing waste (not acceptable) at points defined by this outline.

ANY DELIVERY MUST MEET FOLLOWING CONDITIONS:

* RIGHT IS DECREE, LICENSE, OR PERMIT.
* CURRENT YEAR ASSESSMENT PAID.
* POINT OF DIVERSION IN CORRECT 1/4-1/4 LOCATION.
* DIVERSION LOCKABLE WITH WM LOCK.
* DIVERSION MEASURABLE WITH STANDARD MEASURING DEVICE.
* DELIVERED WATER CAN REACH PLACE OF USE & BENEFICIAL USE CAN OCCUR.

ALL RIGHTS WHERE WM DELIVERS WATER SHOULD:

* REASONABLY MINIMIZE LEAKAGE @ POINT OF DIVERSION.
* REASONABLY MINIMIZE WASTING OF WATER THROUGHOUT SYSTEM.
* DAMS, PIPES ETC. SHOULD BE IN REASONABLY GOOD CONDITION.

MONITOR POINTS FOR SPECIFIC RIGHTS

#1 DOUBLE DIAMOND - SEE TRANSFER 4159 FOR NEW INFORMATION

* Minimal leaks at diversion dam especially if #2 or #5 not diverting.
* Check overflow pipe at Jackass Creek to see that only acceptable wasting occurs - anything else is a problem that must be addressed.
* Lock field valve at south end of #1 field - be sure that D.D. closes valve first.
* Lock headgate on Drake culvert along #1 ditch @ "Little J.A. Creek".
* No courtesy uses from ditch allowed - only deliverable water rights.
* Proper control in south field for #12 (water to gravel pit pond site).

#2 OLIVER-DOBSON

* Minimal leaks at diversion dam especially if #5 not diverting.
* Lock one of the two field valves to control where water goes.
* This is most downstream point of control[1] if #5 not diverting.
* Ditch replaced by pipeline for 1995 - check control box area where ditch had ended to see that unacceptable waste cannot occur.

#4 DOUBLE DIAMOND

* Do not turn booster pump at Porter Creek Road on/off - only D.D. staff should control pump.
* Be sure flowmeter can be easily read.
* Always let D.D. know if headgate is closed so can protect pump.
* Only for acres *west* of flag line found on fence.

#5 WOODS

* Can deliver if water will reach Arlie's son's house north of creek and west of Dovel's #6 acres.
* Is most downstream point of control when diverting.
* Typically, #1 and/or #2 will let minor flows go to #5 headgate.

#6,7, 11 DOVEL

* 6 and 7 are irrigation but 11 is domestic (which includes up to 1/2 acre yard by home).
* If delivering #11 but not 6 or 7, open headgate @ 3 turns for .04 cfs.

#9 WOODS

* Diverted via #1 headgate and withdrawn from #1 ditch for 3 acres next to Arlie's home.
* Can only be delivered if #1 is delivered.
* Deliverable only in priority order call as any other right would be.
* Typically not delivered by WM since not enough water to fill.

---

[1]*Point of control* - the *most downstream diversion that WM delivers to* is the point of control on the creek. Creek flows past this point must be minimized, otherwise represents water available for delivery. WM does not have to be concerned about return flows or other water source inputs to the creek (such as a spring) downstream from point of control. *Typically, point of control is #2 if #5 is closed or is #5 when latter is diverting.*

#11 DOVEL

* See #6 & 7, same diversion.
* Domestic use up to .04 cfs (3 turns on headgate valve).
* Typically not delivered by WM since not enough water to fill.

#12 DOUBLE DIAMOND - SEE TRANSFER 4159 FOR NEW INFORMATION

* Same diversion point as #1.
* Only for water to gravel pit pond, no irrigation.
* Need WM controls on field mainline(s) to control this right.
* Typically not delivered by WM since not enough water to fill.

#15 DOUBLE DIAMOND

* Same diversion point as #4.
* For acres *east* of flag line.
* Typically not delivered by WM since not enough water to fill.

#16 OLIVER-DOBSON

* Same diversion point as #2.
* For acres west of and below bluff.
* Typically not delivered by WM since not enough water to fill.

ONLY THOSE DECREE, LICENSE, OR PERMIT WATER RIGHTS WITH PROPERLY CONTROLLED AND MEASURABLE DIVERSION POINTS WHICH ARE IN CORRECT LOCATIONS ACCORDING TO THE WATER RIGHTS ARE LISTED HERE. THESE RIGHTS BUT NO OTHERS ARE ELIGIBLE FOR WM DELIVERIES BASED ON AVAILABILITY OF WATER AND PRIORITY OF RIGHTS.

NO COURTESY WATER OR ANY OTHER DELIVERIES OTHER THAN ABOVE ARE AUTHORIZED IN #65-B WATER DISTRICT.

WM QUESTIONS -- CONTACT IDWR: STEVE LESTER OR DAVE TUTHILL AT 334-2190.

RECEIVED
DEC 29 1989
Department of Water Resources
Western Regional Office

DEED

This indenture made this 15th day of November, 1989 between ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, the Grantors, and GEORGE DOVEL, a single man, whose current address is Route 1, Box 61, Horseshoe Bend, Idaho 83629 and ELISABETH V. WALLACE, a single woman, whose current address is P.O. Box 357, San Juan Capistrano, California 92693, the Grantees.

WITNESSETH:

FOR VALUABLE CONSIDERATION the Grantors do hereby grant, bargain, sell and convey unto the Grantees the following described real property situate in Boise County, State of Idaho, to wit:

[Described on EXHIBIT A attached hereto and made a part hereof.]

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO a mortgage of even date herewith in the sum of $31,000 from Grantees to Grantors recorded on 11-15-1989, 1989 as Instrument No. 134945, records of Boise County, Idaho.

TO HAVE AND TO HOLD the said premises, together with their appurtenances, unto the Grantees and their heirs, devisees, personal representatives, successors and assigns forever.

MICROFILMED
SEP 18 1990

Attachment A

IN WITNESS WHEREOF, the Grantors have duly executed this instrument as of the day and year first above written.

Angel Madarieta

Angel Madarieta

Rosa I. Madarieta

Rosa I. Madarieta

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Jeanine Cole, a Notary Public in and for said state, personally appeared ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, 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.

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

Jeanine Cole

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8/24, 1992

JEANINE COLE NOTARY PUBLIC STATE OF IDAHO

MICROFILMED
SEP 18 1990

The E½SW¼, S½SE¼, SW¼SW¼, Section 12, and NW¼NW¼, Section 13, Township 7 North, Range 2 East, B.M., excepting therefrom the following described lands:

A parcel of land located in the southwest quarter of Section 12, and the northwest quarter of Section 13, T.7N., R.2E., B.M., Boise County, Idaho, more particularly described as follows:

Beginning at the southwest corner of said Section 12, marked by a 2-inch iron pipe with brass cap, thence N.0°11'27"W., 415.00 feet on the west line of said Section 12 to a 1-inch iron pipe with brass cap; thence N.44°19'20"E., 1248.28 feet along a fence on the southeasterly side of a creek to a 1-inch iron pipe with brass cap; thence S.89°52'06"E., 418.32 feet to the southwest 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence N.0°07'59"W., 1314.00 feet to the center west 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence S.89°33'08"E., 1294.84 feet to the center of said Section 12, marked by a 2-inch iron pipe with brass cap; thence S.0°04'32"E., 854.02 feet on the centerline of said Section 12 to a 5/8-inch bar at the center of a county road; thence along the centerline of said road the following courses and distances: S.39°30'00"W., 364.64 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1300 feet in radius, the chord of said arc running S.45°10'00"W., 256.73 feet to a 5/8-inch iron bar; thence S.50°50'00"W., 207.83 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 8000 feet in radius, the chord of said arc running S.49°08'00"W., 474.66 feet to a 5/8-inch iron bar; thence S.47°26'00"W., 36.26 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1250 feet in radius, the chord of said arc running S.52°33'30"W., 223.32 feet to a 5/8-inch iron bar; thence S.57°41'00"W., 132.37 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 10,000 feet in radius, the chord of said arc running S.56°18'00"W., 482.83 feet to a 5/8-inch iron bar; thence S.54°55'00"W., 619.44 feet to a point on the south line of said Section 12; thence continuing S.54°55'00"W., 310.57 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 940 feet in radius, the chord of said arc running S.60°49'00"W., 193.25 feet to the west line of Section 13, marked by a 5/8-inch iron bar; thence leaving said county road centerline, N.0°06'52"W., 275.00 feet on the west line of said Section 13 to the point of beginning. Said parcel contains 69.82 acres, subject to county road right-of-way.

MICROFILMED
SEP 18 1990

EXHIBIT A
PAGE 1 OF 2

Boise County Idaho ss
Request of
Time 14:20
Date 11/15/89
134916
Arlene C. Kolar
By Deputy
Fee $12.00

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING.

MICROFILMED
SEP 18 1990

EXHIBIT A
PAGE 2 OF 2

DECLARATION OF COVENANT RE WATER RIGHTS

This instrument made effective this 15th day of November, 1989, by and between ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, whose current address is 4104 Catalina Road, Boise, Idaho 83705, hereinafter called "Covenantors," and GEORGE DOVEL, a single man, whose current address is Route 1, Box 61, Horseshoe Bend, Idaho 83629, and ELISABETH V. WALLACE, a single woman, whose current address is P.O. Box 357, San Juan Capistrano, California 92693, hereinafter called "Covenantees."

WITNESSETH:

FOR VALUABLE CONSIDERATION, Covenantors for themselves and for their heirs, devisees, personal representatives, successors and assigns, do hereby covenant with Covenantees for themselves and for their heirs, devisees, personal representatives, successors and assigns that:

1. Covenantors have transferred or have agreed to transfer or consent to the transfer of all irrigation water rights appurtenant to or used in connection with Covenantors' lands in the NW¼NW¼, Section 13, Township 7 North, Range 2 East, BM, Boise County, Idaho particularly described on EXHIBIT B-1 attached hereto and made a part hereof, to or for the benefit of Covenantees' lands, particularly described on EXHIBIT A attached hereto and made a part hereof.

MICROFILMED
SEP 18 1990

Attachment B

2. Covenantors do hereby covenant and agree that they will never apply for the appropriation of any irrigation water rights from Porter Creek to be appurtenant to or to be used in connection with their said lands described on EXHIBIT B-1 attached hereto; provided, however, that nothing contained herein shall be construed to refer to instream livestock water rights nor to affect the right of Covenantors to water livestock in Porter Creek where it crosses said lands of Covenantors described in attached EXHIBIT B-1.

3. The covenants herein from Covenantors to Covenantees shall bind and run with Covenantors' lands described on EXHIBIT B-1 attached hereto, and shall benefit and run with Covenantees' lands described on attached EXHIBIT A.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

Angel Madarieta

Angel Madarieta

Rosa I. Madarieta

Rosa I. Madarieta

George Dovel

George Dovel

Elisabeth V. Wallace

Elisabeth V. Wallace

George Dovel

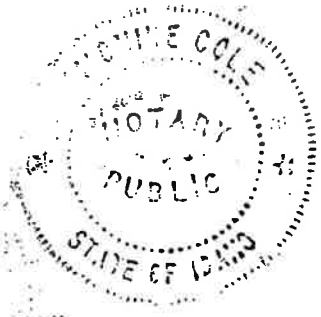
George Dovel
Her Attorney in Fact

MICROFILMED
SEP 18 1990

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Marion Cole, a Notary Public in and for said state, personally appeared ANGEL MADARIETA and ROSA I. MADARIETA, husband and wife, 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.

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

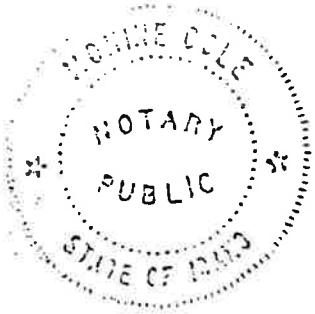


Marion Cole
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8-25, 1992

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Marion Cole, the undersigned, a Notary Public in and for said State, personally appeared GEORGE DOVEL, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Marion Cole
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires

MICROFILMED
SEP 18 1990

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of November, 1989, before me, Notary Public, the undersigned, a Notary Public in and for said State, personally appeared GEORGE DOVEL, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact for ELISABETH V. WALLACE, a single woman, and acknowledged to me that he subscribed the name of Elisabeth V. Wallace thereto as principal, and his own name as attorney in fact.

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

NOTARY PUBLIC STATE OF IDAHO

Notary Public for Boise, Idaho
Residing at Boise, Idaho
My commission expires 8-29, 1992

MICROFILMED
SEP 18 1990

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING.

MICROFILMED
SEP 18 1990

EXHIBIT B-1
PAGE 1 OF 1

The E½SW¼, S½SE¼, SW¼SW¼, Section 12, and NW¼NW¼, Section 13, Township 7 North, Range 2 East, B.M., excepting therefrom the following described lands:

A parcel of land located in the southwest quarter of Section 12, and the northwest quarter of Section 13, T.7N., R.2E., B.M., Boise County, Idaho, more particularly described as follows:

Beginning at the southwest corner of said Section 12, marked by a 2-inch iron pipe with brass cap, thence N.0°11'27"W., 415.00 feet on the west line of said Section 12 to a 1-inch iron pipe with brass cap; thence N.44°19'20"E., 1248.28 feet along a fence on the southeasterly side of a creek to a 1-inch iron pipe with brass cap; thence S.89°52'06"E., 418.32 feet to the southwest 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence N.0°07'59"W., 1314.00 feet to the center west 1/16 corner of said Section 12, marked by a 1-inch iron pipe with brass cap; thence S.89°33'08"E., 1294.84 feet to the center of said Section 12, marked by a 2-inch iron pipe with brass cap; thence S.0°04'32"E., 854.02 feet on the centerline of said Section 12 to a 5/8-inch bar at the center of a county road; thence along the centerline of said road the following courses and distances: S.39°30'00"W., 364.64 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1300 feet in radius, the chord of said arc running S.45°10'00"W., 256.73 feet to a 5/8-inch iron bar; thence S.50°50'00"W., 207.83 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 8000 feet in radius, the chord of said arc running S.49°08'00"W., 474.66 feet to a 5/8-inch iron bar; thence S.47°26'00"W., 36.26 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 1250 feet in radius, the chord of said arc running S.52°33'30"W., 223.32 feet to a 5/8-inch iron bar; thence S.57°41'00"W., 132.37 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 10,000 feet in radius, the chord of said arc running S.56°18'00"W., 482.83 feet to a 5/8-inch iron bar; thence S.54°55'00"W., 619.44 feet to a point on the south line of said Section 12; thence continuing S.54°55'00"W., 310.57 feet to a 5/8-inch iron bar, a point of curvature; thence on the arc of a circle 940 feet in radius, the chord of said arc running S.60°49'00"W., 193.25 feet to the west line of Section 13, marked by a 5/8-inch iron bar; thence leaving said county road centerline, N.0°06'52"W., 275.00 feet on the west line of said Section 13 to the point of beginning. Said parcel contains 69.82 acres, subject to county road right-of-way.

MICROFILMED

SEP 18 1990

EXHIBIT A
PAGE 1 OF 2

Boise County, Idaho ss
Request of
Time 14:20 M.
Date 11/15/89 134948
Arlene C. Kolar
By Deputy
Fee $1.00

A parcel of land being a portion of the NW 1/4 of the NW 1/4 of Section 13, T.7N., R.2E., B.M., Boise County, Idaho and more particularly described as follows:

Beginning at a brass cap marking the Northwest corner of the said Section 13; thence along the Westerly boundary of the said NW 1/4 of the NW 1/4 of Section 13

South 00°06'32" East 626.00 feet to an iron pin, also said point being the REAL POINT OF BEGINNING; thence continuing

South 00°06'32" East 688.87 feet to an iron pin marking the Southwest corner of the said NW 1/4 of the NW 1/4 of Section 13; thence along the Southerly boundary of the said NW 1/4 of the NW 1/4

South 89°36'26" East 1286.78 feet to an iron pin marking the Southeast corner of the said NW 1/4 of the NW 1/4 ; thence along the Easterly boundary of the said NW 1/4 of the NW 1/4

North 00°07'36" East 871.07 feet to an iron pin; thence leaving said boundary

South 79°11'35" West 21.74 feet to a point marking a point of beginning of curve on the centerline of a certain County road; thence along the said centerline along a curve to the left whose central angle is 83°20'23", whose radius is 97.00 feet, whose length is 141.09 feet and whose long chord bears

North 52°28'36" West 128.98 feet to a point of tangent; thence continuing

South 85°51'13" West 84.14 feet to a point of curve; thence continuing along a curve to the right whose central angle is 90°55'46", whose radius is 93.00 feet, whose length is 147.59 feet and whose long chord bears

North 48°40'55" West 132.58 feet to a point of tangent; thence continuing

North 03°13'02" West 140.22 feet to a point of curve; thence continuing along a curve to the right whose central angle is 35°12'52", whose radius is 115.00 feet, whose length is 70.68 feet and whose long chord bears

North 14°23'24" East 69.57 feet to a point of ending of curve; thence leaving said centerline

North 58°00'10" West 38.52 feet to an iron pin; thence
South 67°24'18" West 187.18 feet to an iron pin; thence
South 42°58'28" West 253.77 feet to an iron pin; thence
South 15°06'13" West 25.96 feet to an iron pin; thence
South 35°46'24" West 379.74 feet to an iron pin; thence
North 88°03'28" West 319.10 feet to an iron pin; thence
North 70°57'14" West 69.93 feet to the POINT OF BEGINNING,

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SEP 18 1990

EXHIBIT A
PAGE 2 OF 2

Form 222
1-87

Page 1 of 6

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

VOID

Name of applicant George Dovel or Elisabeth V. Wallace Phone 793-2768

Post Office address Rt. 1, Box 61, Horseshoe Bend, ID 83629

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
   ☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes ~~To irri~~ Ceasing irrigation of 10 Acres in the S½, NW¼, NW¼, Section 13 and commencing to irrigate 10 Acres in the SW¼, SE¼, Section 12 - All in T 7N, R2E

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1.

Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
65-10951	June 1, 1878	0.84 cfs	Irrigation	4-1 to 11-1
65-10951	June 1, 1878	0.03 cfs	Stockwater	1-1 to 12-31
				to
				to

2. Total amount of water being transferred 0.84 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Porter Creek tributary to Payette River

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	12	7N	2E	Boise	
		SW	NW	7	7N	3E	Boise	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
7N	2E	12												15			11		~~36~~ 26
		13					3	5											8

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SEP 18 1990

ORIGINAL TRANSFER APPLICATION, REVISIONS NEEDED

Total acres 34

Transfer No. _____

PART 1

6. General Information:

a. Description of diversion system Headgate & gravity ditch. Dam, culvert to concrete boxes

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ✓ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. Mortgagee is Angel & Rosa Medarieta

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

The portion of land in the NW1/4, NW1/4, Section 13, T 7N, R2E (10 Acres) will no longer be irrigated

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

MICROFILMED
SEP 18 1990

Witness my hand this _____ day of _____, 19____.

_____

 Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
   a. Decree No. 65-10951 Decreed to ~~Dovel, George or Amy~~; Madarieta, Angelar Rose
      in case of A + C Corp, Et. Al vs. State of Idaho
      dated Jan. 21, 1986 in 3rd Judicial District county of Gem
   b. License No. _____ issued by the Idaho Department of Water Resources.
   c. Claim No. _____ on file with the Idaho Department of Water Resources.
   d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
   ☐ Tax Notice ☐ Warranty Deed ☐ Other _____
3. Source of water Porter Cr. tributary to Payette River
4. Date or priority June 1, 1878
5. Water is used for the following purpose:
   amount 0.84 cfs (cfs/ac-ft) for Irrigation purposes from 4-1 to 11-1
   amount 0.03 cfs (cfs/ac-ft) for Stockwater purposes from 1-1 to 12-31
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
6. Total amount of water under right 0.84 cubic feet per second and/or _____ acre-feet per annum.
7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	12	7N	2E	Boise	
		SW	NW	7	7N	3E	Boise	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
7N	2E	12												15			1		16
		13					3	15											18

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Total acres 34

9. Describe any other water rights used for the same purpose as described above None

PART 2

Transfer No. _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

AMENDED SEP 18 1990

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

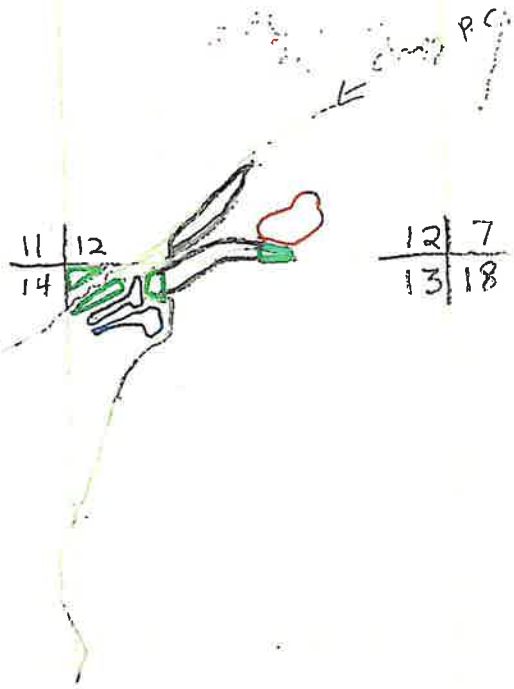
Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



No change
Transferred from
Transferred To

MICROFILMED
SEP 18 1990

See attached orthophoto
gr 12/19/89

 Transfer No. _____

PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
			_____ to _____
			_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

George Dovel
(Signature of Applicant)

Subscribed and sworn to before me this 21 day of Nov., 19 89.

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

Linda Werner
(Notary Public)

My commission expires _____

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 3 attachments

Received by Dist Date 11/22/1989 Protest filed by _____

Prelim. check by _____ Fee $50.00 # W006773

Receipted by Dist Date 11/22/1989

Published in _____ Copies of protest forwarded by _____

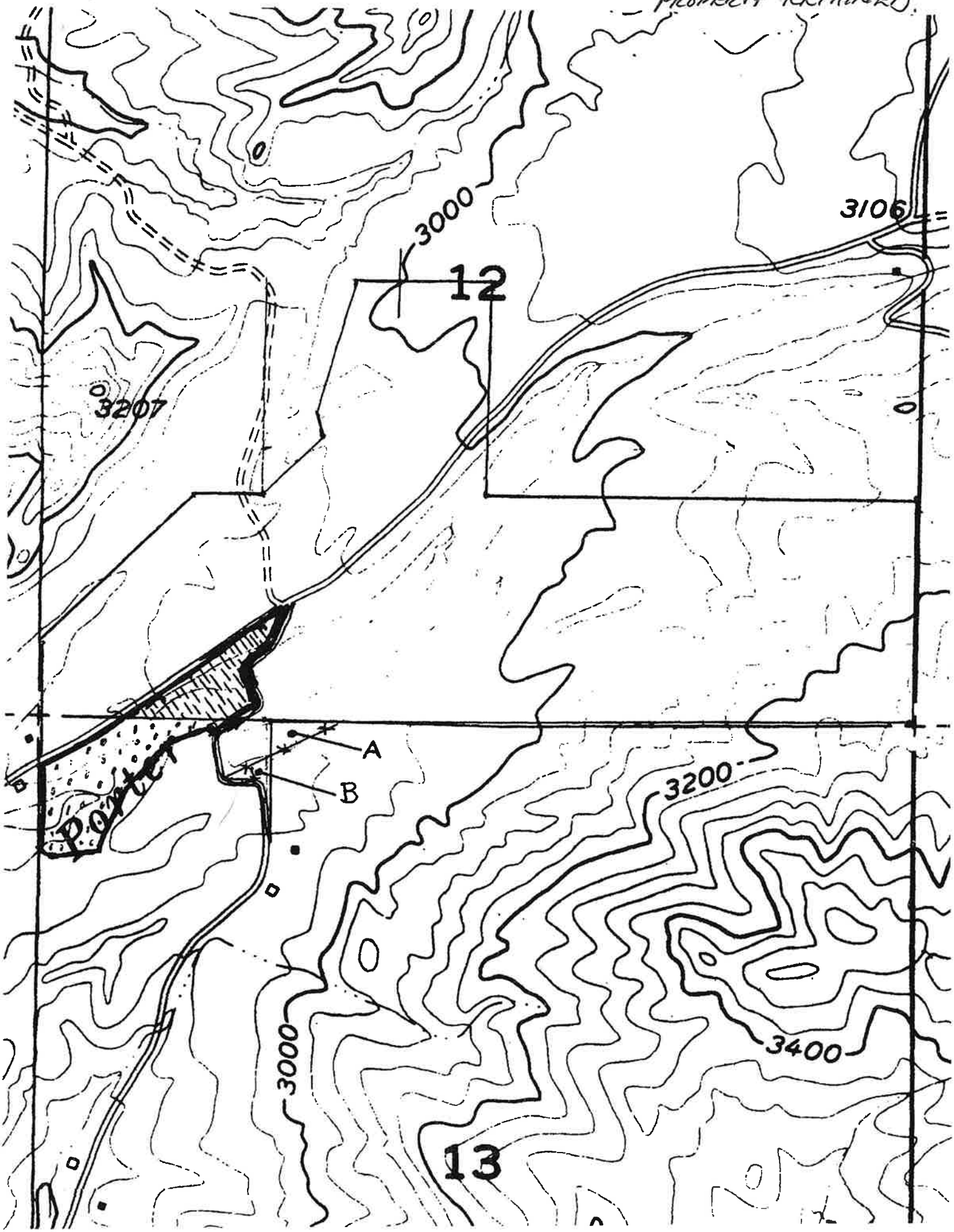
Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

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SEP 18 1990


PROPERTY RETAINED.
3000
3106
12
3207
A
B
Porter
3200
3000
3400
13

T07N R02E
S 12 & 13

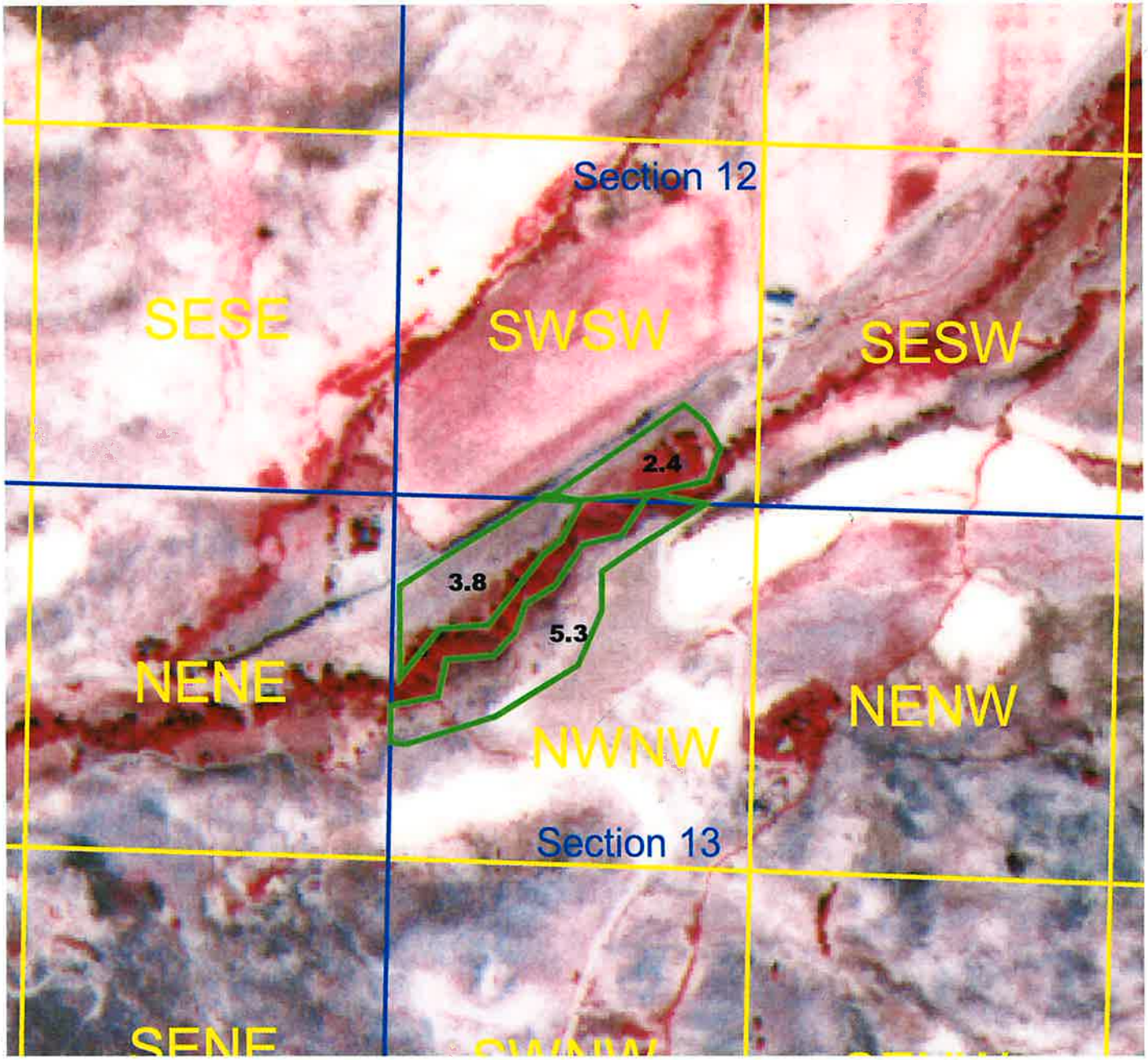
1987 NAPP

Place of Use

Section Lines

1/41/4

Claim No(s): 65-22327 & 22329
Owners: Dovel
Prepared by:
Jan Shurte
Date: 11-21-02



0 1320 2640 Feet

N
W E
S

T07N, R02E
Sec12, 13

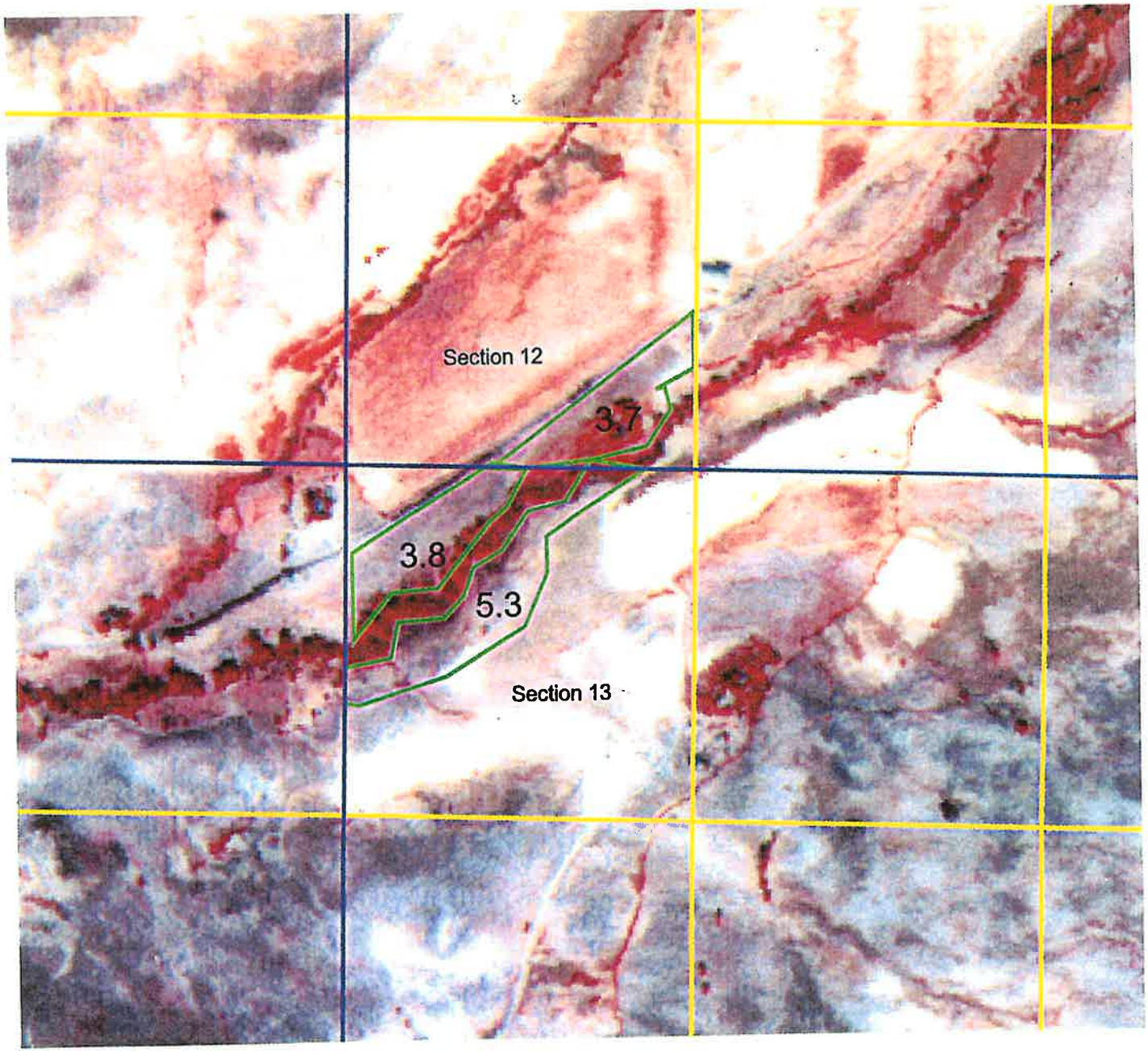
1987 NAPP

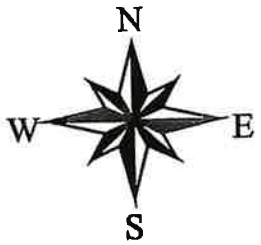
Place of Use

Section Lines

1/41/4

Claim No(s): 65-22329 and 65-22327
Owner: Dovel
Prepared by:
Jan Shurte
Date: 10-21-02







T07N, R02E
Sec 12, 13

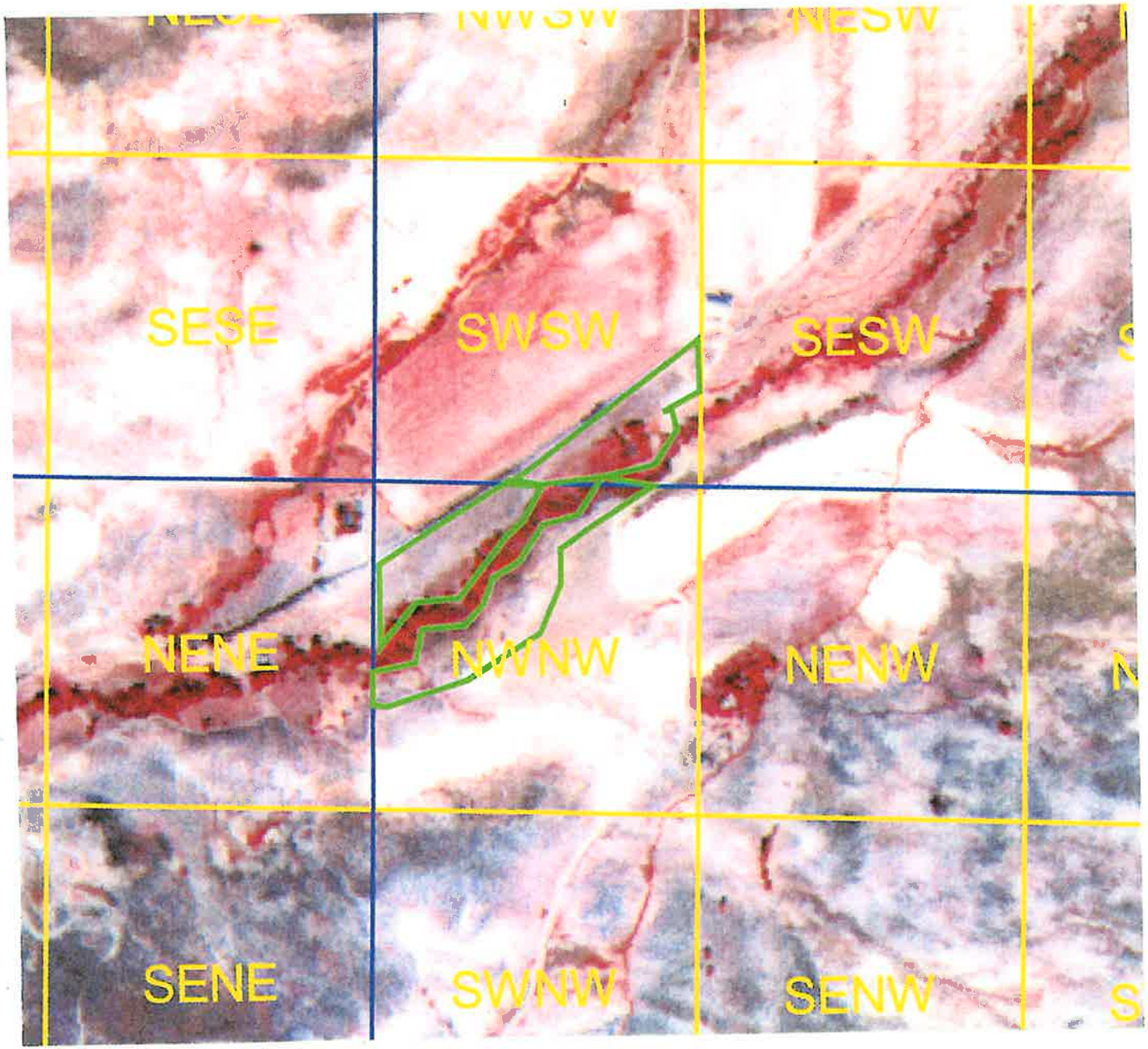
1987 NAPP

Place of Use

Section Lines

1/41/4

Claim No(s): 65-22327 & 22329
Owners: Dovel
Prepared by:
Jan Shurte
Date: 11-20-02



0 1320 2640 Feet

N
W E
S

SCS-CONS-16
OCTOBER 1974

CONSERVATION PLAN MAP

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Owner George Dowel Operator [illegible] Dowel
County Boise State Idaho Date 11-12-59
Approximate acres 700 Approximate scale 5" : 1 mile
Cooperating with Squaw Creek Soil Conservation District
N Plan identification Photo number
Assisted by Greg Painter USDA Soil Conservation Service



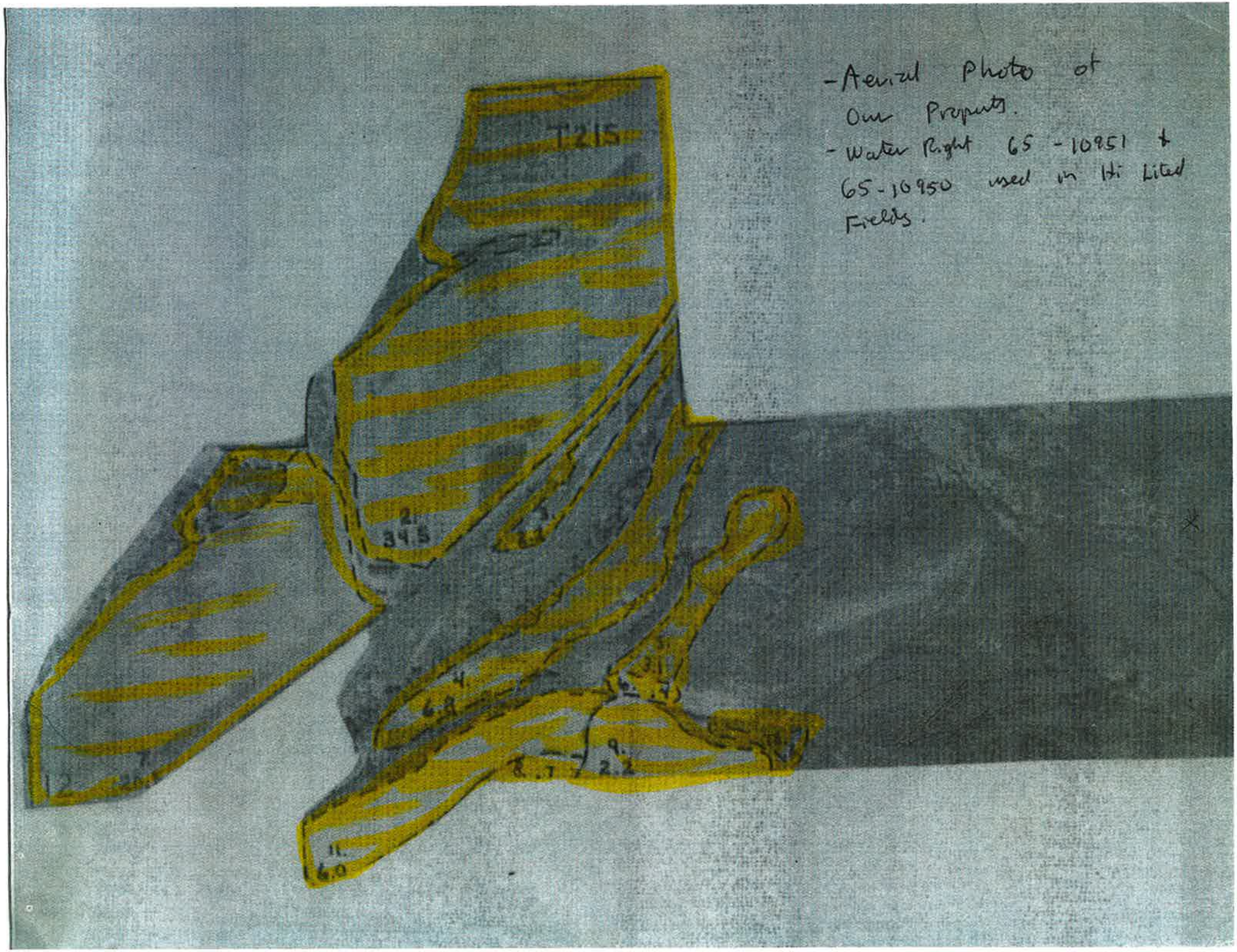
SCS-CONS-16
OCTOBER 1974

CONSERVATION PLAN MAP

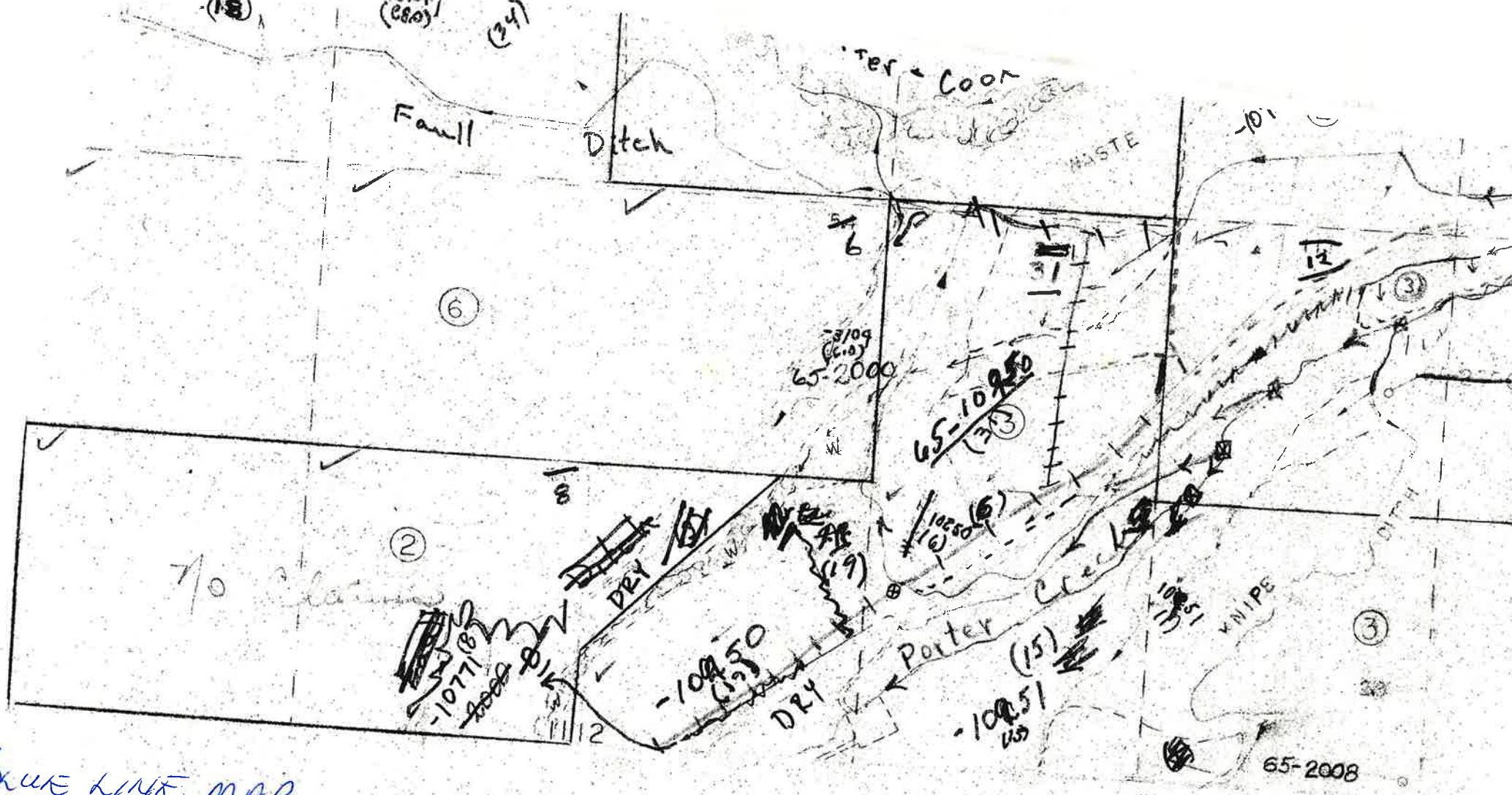
U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

Owner George Duvel Operator [illegible] Duvel
County Boise State Idaho Date 11-16-53
Approximate acres 700 Approximate scale 1" = 1 mile
Cooperating with Squaw Creek S.C.D. Conservation District
Plan identification Photo number
Assisted by Greg Painter USDA Soil Conservation Service





- Aerial Photo of Our Property.
- Water Right 65-10951 & 65-10950 used on Hi Lited Fields.

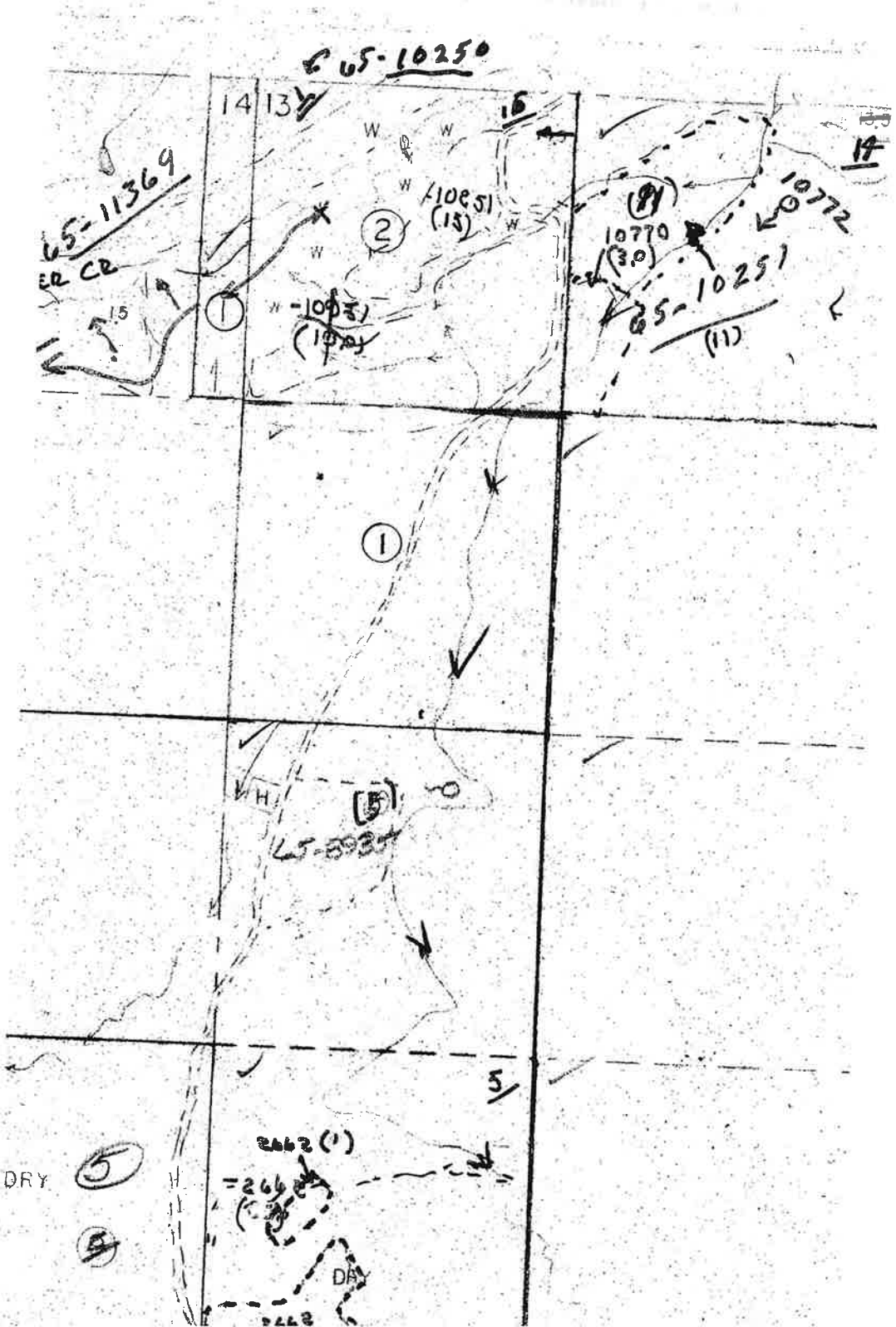


DUKE LINE MAP
CIRCA 1905

1. E. K. Allen
2. Arlie Woods
3. Angel Madarieta
4. John Fry & Sons
5. public domain
6. ~~Frank Goldsberry &~~ Pat Allen
7. Lyle Greenman
8. Gordon L. Harold
9. Clayton Watson
10. W. O. Biggers
11. ~~Tremble, John A.~~ Clayton Watson

E. K. Everett Allen

CIRCA 1920S


65-10250
14
13
16
14
65-11369
(15)
(2)
(1)
10772
10770
(3.0)
65-10251
(11)
(1)
(5)
65-5937
5
DRY
(5)
DRY

SUE'S PROPOSED SFS NOT ADOPTED YET

DRAFT

08/05/2002

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-22329

NAME AND ADDRESS: GEORGE DOVEL
434 PIONEER RD
HORSESHOE BEND ID 83629

ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.28 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12 NWSE Within BOISE County

T07N R03E S7 SWNW Lot 2 Within BOISE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 11/01	0.280 CFS
STOCKWATER	01/01 12/31	0.030 CFS

PLACE OF USE: IRRIGATION Within BOISE County

T07N R02E S12	SWSW	3.4	T07N R02E S13	NENW	2.2
T07N R02E S13	NWNW	8.4			

STOCKWATER same as IRRIGATION

14 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. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
Stockwater use is for 100 range cattle.

EXPLANATORY MATERIAL: Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

RECEIVED
JAN 23 2002
Department of Water Resources

RECEIVED
JAN 28 2002
WATER RESOURCES
WESTERN REGION

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

In Re SRBA)
)
Case No. 39576)
)
)
)
_____)

A. Subcase 65-22329
(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. **NAME AND ADDRESS OF PERSON OBJECTING**

Name: George Dovel

Address: 434 Pioneer Rd
Horseshoe Bend, ID 83629

Daytime Phone: (208) 713-2768

Name & Address of Attorney, if any:

_____

_____

_____

C. **CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT**

Name: George Dovel Elisabeth V. Wallace

Address: 434 Pioneer Rd. RT. 1, Box 61
Horseshoe Bend, ID 83629 Horseshoe Bend, ID 83629

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)). George Dovel and Patti Dovel

1. ☑ **Name and Address**
   Should be: 434 Pioneer Road Horseshoe Bend, ID 83629

2. ☐ **Source**
   Should be: _____

3. ☐ **Quantity**
   Should be: _____

4. ☑ **Priority Date**
   Should be: 01/01/1872

5. ☐ **Point(s) of Diversion**
   Should be: _____

6. ☐ **Instream Flow Description**
   Should be: _____

7. ☐ **Purpose(s) of Use**
   Should be: _____

8. ☐ **Period of Year**
   Should be: _____

9. ☑ **Place of Use**
   Should be: T07N R02E NENW 3.0
   T07N R02E NWNW 11.0

11. **I object because:**

☐ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):** See Attachment #2

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on January 18, 2002, ~~1999~~ 2002, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original hand delivered to:

   Clerk of the District Court
   Snake River Basin Adjudication
   253 Third Avenue North
   PO Box 2707
   Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

   Name: self
   Address: _____

3. Copies to:

   IDWR Document Depository
   PO Box 83720
   Boise, ID 83720-0098

   Chief, Natural Resources Division
   Office of the Attorney General
   State of Idaho
   PO Box 44449
   Boise, ID 83711-4449

   United States Department of Justice
   Environment and Natural Resource Division
   550 West Fort Street, MSC 033
   Boise, ID 83724

George Donal
Signature of Objector or attorney mailing on Objector's behalf

F. **VERIFICATION** (Must be Completed)

State of Idaho)
)ss.
County of Boise)

George Dovel, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

George Dovel
(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: January 18, 2002

Sandra Seibel
Notary Public for Idaho
Residing at: Horseshoe Bend
My Commission Expires: 2/10/04

SANDRA SEIBEL NOTARY PUBLIC STATE OF IDAHO

Attachment 2 to SRBA Case No. 38576 Subcase 65-22327 dated January 17. 2002

D.1. My sister, Elisabeth V. Wallace, former co-owner of this water right was declared incapable of handling her affairs in January 1990 and died in February 1996. I, George Dovel, was her attorney in fact, the president of Wallace Corporation which handled her affairs while she was alive, and the administrator of her estate and the sole beneficiary of her estate after she died.

In 1990 I transferred her interest in the water right to Wallace Corporation and transferred that interest to myself in 1996. I married Patti Dovel on November 1, 1997 and she jointly owns the water right.

D.4. Ownership of this water, called "the oldest water right on Porter Creek", passed from Applegate to DeGrouchy on 01/01/1872. It subsequently passed to Prout, Madarieta, Dovel/Wallace and Dovel with no interruption in use.

However in 1917 the District Court determined that the three (3) users of Porter Creek water would be adjudicated priorities based on the date of their Homestead Patent rather than their historical date of beneficial use. Because DeGrouchy retained his British citizenship until 1883 and was not issued his patent until 1/1/1884, Prout was adjudicated the third priority right on Porter Creek, dated 1/1/1884 instead of sharing the first right dated 1/1/1872.

I provided proof, of the 1872 transfer, to David R. Tuthill, former IDWR Adjudication Officer in the Payette River Basin Adjudication prior to Dovel/Wallace purchase from Madarieta in March 1982. Mr. Tuthill advised that we would have another opportunity to correct an erroneous affidavit in the PRBA in approximately June of 1983.

My attorney, a former IDWR attorney, obtained certified copies of the water right transfers establishing an 1872 priority, and certified copies of all of the Homestead Patents on Porter Creek and one Timber Entry Patent. He also obtained the 1917 Adjudication which established an 1884 priority.

But IDWR failed to keep its commitment to allow another correction to claims in June 1983 so my attorney filed a Late Claims and Objection action which was scheduled for hearing in 1985. At the beginning of that hearing, IDWR told the court that if it allowed this case to be heard there were several hundred other cases that must then be heard and it would add years to the final adjudication date. The court ruled that it would not hear the case.

After the PRBA claims were adjudicated, I delivered all of the above mentioned proof to the IDWR SRBA agent and filed beneficial use claims for the 1/1/1872 priority and decreed claims for the 1/1/1884 adjudicated priority. IDWR has ignored both the beneficial use claims and the 1917 court decree and changed the historical rights we purchased as the number 3 Porter Creek rights, to rights numbered 6 and 7 with 1908 and 1912 priority.

D.5. The number of acres shown in the two locations are reversed.

I swear that the foregoing information is true and correct to the best of my knowledge and belief.

George Dovel

George Dovel
1/17/2002

RECEIVED
JAN 24 2002
WATER RESOURCES
WESTERN REGION

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

In Re SRBA)
)
Case No. 39576)
)
)
)

A. Subcase 65-22329
(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America acting through the Department of Interior, Bureau of Reclamation, Regional Director PN Code-3100
Address: 1150 N. Curtis Rd. Suite 100
Boise, Idaho 83706-1234
Daytime Phone: (208) 678-0461 (Dala Walton)

Name & Address of Attorney, if any:
David W. Gehlert (303 312-7352)
Trial Attorney, General Litigation Section
Environment and Natural Resource Division
U.S. Department of Justice
999 18th Street, Suite N 945
Denver, CO 80202

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name:	George Dovel	Elisabeth V. Wallace
Address:	434 Pioneer Rd.	Rt. 1 Box 61
	Horseshoe Bend, ID 83629	Horseshoe Bend, ID 83629

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

■ **General Provision Basin 65 Irrigation & Other Part III (3) Separate Streams**

1. ☐ **Name and Address**
   Should be:

2. ☐ **Source**
   Should be:

3. ☐ **Quantity**
   Should be:

4. ☐ **Priority Date**
   Should be:

5. ☐ **Point(s) of Diversion**
   Should be:

6. ☐ **Instream Flow Description**
   Should be:

7. ☐ **Purpose(s) of Use**
   Should be:

8. ☐ **Period of Year**
   Should be:

9. ☐ **Place of Use**
   Should be:

11. **I object because:**

☐ This water right should not exist.
☐ This water right was not recommended, but should be recommended with the elements described.

E. REASONS SUPPORTING EACH OBJECTION(S):
The Bureau of Reclamation objects to the separate stream provision of the Director's Report for Basin 65, Part III. These streams should be administered as part of the Payette River System in order to adequately protect water rights in the Payette River subbasin.

F. **VERIFICATION** (Must be Completed)

State of Idaho)
) ss.
County of Ada)

Jerrold D. Gregg, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: January 9, 2002

Helene Tomaszewski
Notary Public for: Idaho
Residing at: Meridian
My Commission Expires: 01-16-2002

HELENE TOMASZEWSKI NOTARY PUBLIC STATE OF IDAHO

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted**. You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on January 17, 2002, I mailed the original and copies of this objection, including all attachments, to the following persons, by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

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

2. One copy to the claimant of the water right at the following address:

Name:	George Dovel	Elisabeth V. Wallace
Address:	434 Pioneer Rd. Horseshoe Bend, ID 83629	Rt. 1 Box 61 Horseshoe Bend, ID 83629

3. Copies to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, Idaho 83711-4449

IDWR Document Depository
P.O. Box 83720
Boise, Idaho 83720-0098

United States Department of Justice
Environment and Natural Resource Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724

Dala S. Walton
Signature of Objector or attorney mailing on Objector's behalf

434 Pioneer Road
Horseshoe Bend, ID 83629
Phone/fax (208)793-2768; Email gdovel@micron.net

RECEIVED
JUN 0 5 2001
WATER RESOURCES
WESTERN REGION

June 1, 2001

Sue Bock
Sr. Water Resource Agent
Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

Dear Ms. Bock:

The following is my response to your May 9, 2001 letter of reply to my April 12, 2001 Notice of Error Reply for Rights 65-10953, 65-19641, 65-22327 and 65-22329.

Water Right 65-10953

1. The copy of approved transfer # 3728, dated 8/31/1990, which you forwarded as proof that the priority date is 6/1/1946, was processed to change ownership of and record additional points of diversion for this and one other right. The transfer ignores extensive documentation to the contrary including the enclosed copy of Notice of Claim to a Water Right for 65-10953 in the SRBA, dated 3/4/1989 with a priority date of Jan. 1, 1872.
2. That priority was based on decreed rights with correction, on beneficial use and on the agreement with George Dovel and IDWR by Donald Rumsey of Double Diamond Ranch in a recorded IDWR hearing, to transfer .04 cfs of domestic and stockwater, with a 1/1/1872 priority to me in return for my withdrawing a protest to his hydro application and pipeline and agreeing to construction of the pipeline through the Dovel property. The pipeline was constructed and the transfer agreement for .04 cfs was never altered. IDWR has recommended numerous other transferred water rights for inclusion in the SRBA while apparently ignoring the Rumsey-IDWR-Dovel transfer agreement of .04 cfs with a #1 Porter Creek priority.
3. I'll call you next week for assistance in filling out the transfer application you enclosed.

Water Right 65-19641

1. Like transfer #3728, this application was also filled out entirely by IDWR personnel and handed to me for my signature. Through my attorney, Richard Eismann, I had protested the IDWR practice of providing so-called "courtesy water" as a domestic right with the highest priority to everyone who built a home near Porter Creek.
2. The practice was discontinued and I continued to receive the .04 cfs that had historically been diverted. Then IDWR chose to allow three other homeowners below the Double Diamond ditch to legally receive domestic water they had been diverting by filing a so-called "expansion claim" for .02 cfs.

3. Although I had previously filed (on 3/4/1989) the .04 cfs claim of water used historically and also subsequently transferred from Double Diamond, I was told by Western Region to file the expansion claim on 8/12/1992 to assure that I would receive the .04 cfs from one source or the other. I was charged a separate fee for both filings.

Water Rights 65-22327 and 65-22329

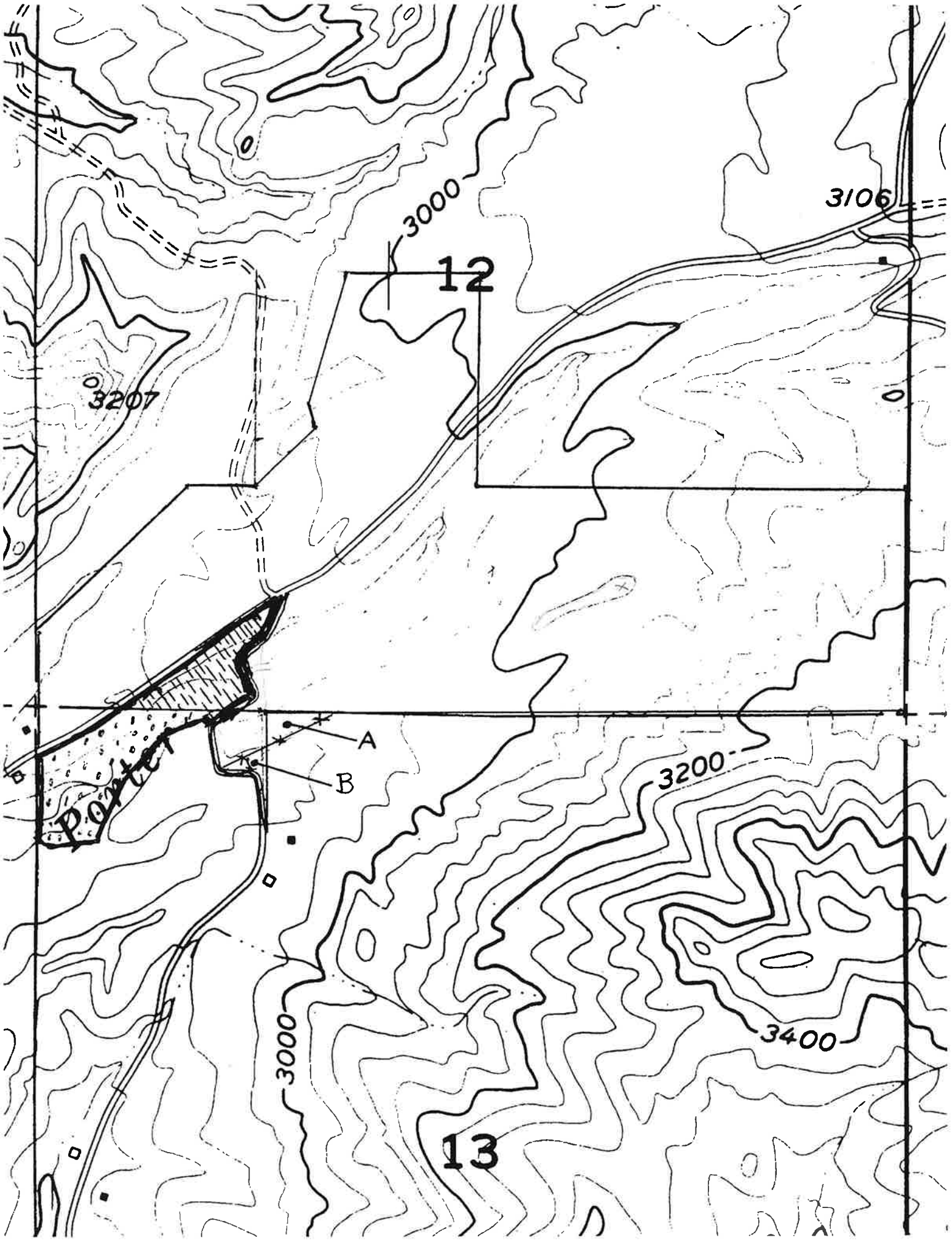
1. Enclosed please find my corrections to the GIS image in black ink.
2. Also enclosed see Notices of Claim to a Water Right for 65-10950 and 65-10951 (changed to 65-22327 and 65-22329), dated 3/4/89, with priority dates of 6/1/1878. Substantial documentation was provided for that priority date at that time.

Thank you for the material and assistance you provided. Please notify me when the Director's Report goes out so I can obtain the necessary forms from you for filing an objection.

Sincerely,

George Dovel

Enclosures


3000
3106
12
3207
A
B
Porter
3200
3000
3400
13

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 9, 2001

George Dovel
434 Pioneer Rd
Horseshoe Bend, ID 83629

Dear Mr. Dovel:

This letter is a reply to your notice of error submitted on rights 65-10953, 65-19641, 65-22327, and 65-22329.

Water Right 65-10953.

1. This water right is for domestic use only with a priority date of 6/1/1946, as per approved transfer no. 3728. I have included a copy of this transfer for your review.

2. Stockwater was not included as a use for this right; therefore, I can not add stockwater to this claim. Keep in mind that a domestic right allows for incidental stockwatering. If you need to, you can file an additional claim for stockwater. Fire protection was covered under the general provisions of the Payette Decree. I can not add this component to your claim, but if necessary this right can be used for fire protection.

3. In order to process the ownership change from Mrs. Wallace to Patti Dovel, I will need to have a signed Change of Ownership form, enclosed.

Water right 65-19641

This right was referred to as "courtesy water" from Porter Creek. Your original claim was for .5 acres in Sec 12, T7N, R2E. All of the Porter Creek courtesy water claims were disallowed, as they were not claimed in the Payette River Basin Adjudication (PRBA). I have included a copy of your claim for reference.

Water right 65-22327 and 65-22329

1. Enclosed you will find the GIS image provided to you earlier. If you will mark the correct location of the recommended acres on the map and return it to me, I can make the necessary changes. Please return the map by May 25, 2001.

2. The priority dates are recommended as decreed in the PRBA.

Other Matters:

Permit 65-12709 never had a claim filed in the SRBA, nor was a claim required; therefore, we will not be making a recommendation on this right.

As you requested, I have included a copy of all preliminary recommendations from Porter Creek.

The Director's Report is scheduled to go out in June 2001. Once the report has been issued you have 180 days to file objections to any of the Department's recommendations. There is a formal procedure for filing objections. Once the Director's Report has been mailed, I will be happy to provide you with the forms necessary for filing an objection.

I hope you will find the enclosed information useful. Please return the GIS map to my attention. If you have any questions, please call me.

Sincerely,

Sue Bock
Sr. Water Resource Agent
Western Region

Enclosures: Water right recommendations, GIS map, claim, copy of transfer, ownership change form.

434 Pioneer Road
Horseshoe Bend, ID 83629
Phone/fax (208)793-2768; Email gdovel@micron.net

RECEIVED
APR 13 2001
WATER RESOURCES
WESTERN REGION

April 12, 2001

Karl J. Dreher, Director
Idaho Dept. of Water Resources
P.O. Box 82720
Boise, ID 83707-9815

Re: Notice of Error Reply for IDWR Rights 65-10953, 65-19641, 65-22327 and 65-22329

Dear Sir:

In accordance with your letter dated March 9, 2001 and accompanying instructions concerning preliminary recommendations for the above referenced four water rights mailed to me on March 13, 2001 and March 18, 2001, I herewith submit the following:

Water Right 10953

1. I disagree with the priority date of 06/01/1946 and the use that is limited to Domestic.
2. I wish to change the priority date to 1/1/1872, list the uses as Domestic, Stockwater and Fire Protection and change the owners to George Dovel and Patti Dovel.
3. The first two corrections were provided to IDWR in the Payette River Basin Adjudication process in January 1982, and accompanied by proof of transfers of the right from Applegate to DeGrouchy to Prout to Madarieta to Dovel/Wallace. IDWR promised to allow these corrections in the final corrections to the PRBA one year later but reneged on the promise when we petitioned the court. The information and documentation was subsequently provided in the SRBA process. The third correction was made by me as attorney in fact for Elisabeth Wallace, and as executor for her estate and President of Wallace Corporation following the death of Mrs. Wallace in February 1996. I was married to my wife, Patti, on Nov. 1, 1997 and wish to add her name as a joint owner.

Water Right 65-19641

1. I disagree with the statement that this water right was disallowed because it was not claimed in the prior (PRBA) adjudication as explained above.
2. The "Disallowed" recommendation does not state whether this right is for the water established by beneficial use and adverse possession to irrigate 25 acres with a 01/01/1872 priority or the .04 cfs domestic right portion of 65-3103 transferred by Donald Rumsey to Dovel/Wallace as a condition of our dropping our objection to the Double Diamond hydropower application. In either event this is a valid right and should be recommended for adjudication.

3. This right was also filed separately as an expansion claim but the lack of information provided makes it impossible to determine what right is being discussed.

Water Right 65-22327

1. I disagree with the location of this three acres as shown on the GIS image provided. I also disagree with the priority date.
2. Move the location approximately one-eighth mile exactly east on the section line. Correct the priority to 01/01/1872 as applied for in both adjudications.
3. This water has been used historically to irrigate the three acres located at approximately the mid point of the section line between the SWSW of S 12 and the NWNW of S 13. Earlier priority was applied for in both adjudications.

Water Right 65-22329

1. As with 65-22327, I disagree with both the location shown on the GIS image provided, and the priority date.
2. Correct the location of part of the right to that portion of Field #5 which lies between Porter Creek Road and Porter Creek in the NW portion of the NWNW of S 13. Correct the priority to 01/01/1872 as applied for in both adjudications.
3. The documentation of priority date was provided in both adjudications.

I have not yet received any preliminary recommendation for my approved permit 65-12709. I also have not received notification of the recommended rights for other Porter Creek water users.

In the PRBA, approval of known fraudulent claims for several Porter Creek water users by IDWR resulted in incorrect priority being established for our water rights which cost us large sums of money. Subsequent transfers and switching portions of Porter Creek water rights approved by IDWR resulted in substantial expansion of acreage irrigated and water used despite our protests and IDWR hearings.

At a substantial cost, we hired the expertise to prove the expansion during these hearings yet IDWR refused to disallow the transfers until the Snake River Basin Adjudication is heard. I herewith request a copy of the preliminary recommendation for all Porter Creek water rights.

Please consider this a formal protest to recommendation or approval of the expansion of any Porter Creek water rights adjudicated in the PRBA, including 65-3103 and 65-3104.

Please also consider this a formal protest to the capricious IDWR ruling that disallowed lawfully filed expansion claims for minor domestic, stockwater and fire protection while permitting significant increases in historical irrigation uses via the above mentioned transfers.

Sincerely,

George Dovel

Copy Judge Burdick, IDWR Western Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

ADDRESS SERVICE
REQUESTED



65-22327; 22329; -10953

Sent again
3-16-01

RECEIVED
MAR 15 2001
WATER RESOURCES
WESTERN REGION

GEORGE DOVEL
RT 1 BOX 61

STREET AND/OR NUMBER HAS BEEN
CHANGED BY LOCAL AUTHORITIES
ONE YEAR TIME LIMIT HAS EXPIRED.
RETURN TO SENDER

Boise City Assessor

434 Pioneer Rd
Horseshoe Bend 83629
793-2768

ADDRESS SERVICE REQUESTED

BOISE ID SEP 18'01 PB METER 7110094 $0.80 U.S. POSTAGE

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

65-10953
22327
22329

RETURNED TO SENDER
REASON CHECKED
Unclaimed ___ Refused ___
Attempted-not known ___
Insufficient address ___
No such street ___
No such street ___ number ___
No such office in state ___
Do not remail in this envelope ___

ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND ID 83629

RECEIVED
SEP 24 2001
Department of Water Resources

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 10, 2001

RE: Water Rights in Reporting Area 15, Basin 65
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your water right(s) in Basin 65 for the Payette River drainage basin. We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended right(s) in your area. Water rights for nearly all domestic and/or stockwater rights were recommended separately in an earlier report, and most of those now have been decreed by the SRBA Court.

Note that you have 120 days in which to review your water rights or those of other claimants and to file any objection to our recommendations. Information on the other water rights can be found at the county courthouses in Emmett, Payette, Weiser, Idaho City, and Cascade, and at all the Idaho Department of Water Resources offices (see addresses in enclosures).

If the SRBA Court does not receive an objection to our recommendation from you and no other party objects to your water right, your water right will be decreed the first part of next year as recommended. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

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

RIGHT NUMBER: 65-22329

NAME AND ADDRESS: GEORGE DOVEL
RT 1 BOX 61
HORSESHOE BEND ID 83629

ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.28 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12 NWSE Within BOISE County

T07N R03E S7 SWNW Lot 2 Within BOISE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 11/01	0.280 CFS
STOCKWATER	01/01 12/31	0.030 CFS

PLACE OF USE:

IRRIGATION Within BOISE County

T07N R02E S13	NENW	11.0	T07N R02E S13	NWNW	3.0

STOCKWATER same as IRRIGATION

14 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. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
Stockwater use is for 100 range cattle.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

01/31/2001

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

RIGHT NUMBER: 65-22329

NAME AND ADDRESS: GEORGE DOVEL
ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND, ID 83629

SOURCE: PORTER CREEK TRIBUTARY: PAYETTE RIVER

QUANTITY: 0.28 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12		NWSE	Within BOISE County
T07N R03E S7	LOT 2	SWNW	Within BOISE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04-01 11-01	0.28 CFS
STOCKWATER	01-01 12-31	0.03 CFS

PLACE OF USE:

IRRIGATION Within BOISE County

T07N R02E S13	NENW	11	T07N R02E S13	NWNW	3

STOCKWATER Use same as IRRIGATION

14 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.

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

Stockwater use is for 100 range cattle.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Form 42-248/42-1409(6) March 26,1999

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

RECEIVED
DEC 18 2000
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 No(s).: 65 - 10950

   Adjudication Claim No(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** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

   OR

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

3. Name and Address of Former Owner/Claimant: George Doval

4. New Owner/Claimant(s): Randy Amy Heffner

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

   New Mailing Address: 14 Hill Creek Road

   City, State and ZIP Code: Horseshoe Bend, Idaho 83629

   New Telephone Number: (208) 793 - 2898

5. Date you acquired the property: Oct 15, 1998

6. **Did you acquire all of the former owner's property? If you did, skip this item and go to item 7.** If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. 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.

   Number of acres you irrigate with this water right 42 Number and type of stock Cattle

   Diversion rate in CFS _____ Number of homes you acquired _____ Other uses

7. Signature of New Owner(s) or Claimant(s): Randy Heffner

   Amy Heffner

   Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.

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

65-10951

42 acres
.84 cfs
~~0.019 cfs/acre~~
0.02

Duvel

DR: .28 cfs

Sec 13 NENW 11
NWNW 3
14

(stockwater = .03 cfs)

65-22329

Heffner ~~.33 cfs~~ .56 cfs

Sec 12 SESW 15
SWSE 11

Sec 13 NWNW 2
28

(stockwater = .03 cfs)

65-22330

ORIGINAL

BILL OF SALE

THE PARTIES hereto are **George Dovel**, a married man dealing with his sole and separate property (herein called seller) and whose wife is Patricia Ann Dovel, and **Randy Heffner** and **Amy Heffner**, husband and wife, (herein called buyer).

FOR VALUE RECEIVED, the seller hereby sells, assigns and transfers unto the buyer that personal property (herein called personal property) described as follows: hay shed, 2 granaries, all of the main line, all laterals, all valves, all valve openers, and all fittings bearing the brand names Wade Rain, Redi-Rain, Rain For Rent, Pierce and Wyss; and the cattle squeeze chute located on those lands situated in Boise County, Idaho, and described in Exhibit A attached hereto and by this reference incorporated herein.

SUBJECT to the following: all taxes and assessments levied or assessed thereon prorated for the period on and after the date of October 15, 1998; the acceptance of the personal property by the buyer "as is" in the present condition thereof.

TO HAVE AND TO HOLD the personal property unto the buyer and the buyer's successors and assigns forever and the seller covenants to and with the buyer as follows: that the seller is the lawful owner of the personal property; that the personal property is free and clear of all encumbrances; except those described above to which this bill of sale is expressly made subject; that the seller has a good right to sell the personal property; and that the seller will warrant and defend the title to and right to possession of the personal property against all lawful claims and demands whatsoever. Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

DATED: October 15, 1998

George Dovel

George Dovel, Seller

Patricia Ann Dovel

Patricia Ann Dovel, wife of the Seller

STATE OF IDAHO, County of ~~Canyon~~ Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **George Dovel** and **Patricia Ann Dovel**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS ~~my hand and seal~~ on 10/15/98.

Penny R. Combs Notary Public.

My Commission Expires: 05/04/00



PARCEL NO. II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12 AND NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE, MERIDIAN, BOISE COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 11, 12, 13, AND 14, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
NORTH 00 DEGREE 11'27" WEST, 415 FEET ALONG THE WEST LINE OF SAID SECTION 12 TO A BRASS CAP; THENCE
LEAVING SAID SECTION LINE NORTH 44 DEGREES 19'20" EAST, 1,248.28 FEET TO A BRASS CAP; THENCE
SOUTH 89 DEGREES 52'06" EAST, 418.32 FEET TO THE SOUTHWEST 1/16 CORNER FROM WHICH A BRASS CAP WITNESS CORNER LIES NORTH 89 DEGREES 52'06" EAST, 36.00 FEET; THENCE
NORTH 00 DEGREE 07'59" WEST ALONG THE CENTER WEST 1/16 LINE, 314.40 FEET TO AN IRON PIN; THENCE
LEAVING SAID 1/16 LINE NORTH 54 DEGREES 57'54" EAST, 135.80 FEET (RECORD NORTH 55 DEGREES 13'01" EAST, 135.70 FEET) TO AN IRON PIN; THENCE
NORTH 53 DEGREES 00'48" EAST, 292.51 FEET AN INCH IRON PIN; THENCE
NORTH 48 DEGREES 31'24" EAST, 14.28 FEET TO AN IRON PIN; THENCE
NORTH 15 DEGREES 21'00" WEST, 158.25 FEET TO AN IRON PIN; THENCE
NORTH 18 DEGREES 11'08" EAST, 610.11 FEET TO AN IRON PIN ON THE CENTER SECTION LINE; THENCE
SOUTH 89 DEGREES 33'08" EAST ALONG SAID CENTER SECTION LINE, 788.44 FEET TO A BRASS CAP MARKING THE CENTER SECTION CORNER OF SAID SECTION 12; THENCE
SOUTH 00 DEGREE 04'32" EAST ALONG THE CENTER SECTION LINE OF SAID SECTION, 854.03 FEET TO AN ALUMINUM CAP ON THE CENTER LINE OF A COUNTY ROAD; THENCE ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON PIN, A POINT OF CURVATURE; THENCE
257.15 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 20'00", A RADIUS OF 1,300.00 FEET, AND A CHORD WHICH BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO AN IRON PIN; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
474.73 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 03 DEGREES 24'00", AND A RADIUS OF 8,000.00 FEET AND A CHORD WHICH BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO AN IRON PIN; THENCE
SOUTH 47 DEGREES 26'00" WEST, 36.26 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
223.62 FEET ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 10 DEGREES 15'00", A RADIUS OF 1,250.00 FEET AND A CHORD WHICH BEARS SOUTH 52 DEGREES 33'30" WEST, 223.62 FEET TO AN IRON PIN; THENCE
SOUTH 57 DEGREES 41'00" WEST, 132.37 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE

EXHIBIT A

LEGAL CONTINUED

PARCEL NO. II (CONT.)
482.88 FEET ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 02 DEGREES 46'00", A RADIUS OF 10,000.00 FEET, AND A CHORD WHICH BEARS SOUTH 50 DEGREES 18'00" WEST, 482.83 FEET TO AN IRON PIN; THENCE
SOUTH 54 DEGREES 55'00" WEST, 310.57 FEET TO AN IRON PIN, A POINT OF CURVATURE; THENCE
193.59 FEET ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 11 DEGREES 48'00", A RADIUS OF 940.00 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES 49'00" WEST, 193.25 FEET TO AN ALUMINUM CAP ON THE WEST LINE OF SECTION 13; THENCE
LEAVING SAID COUNTY ROAD NORTH 00 DEGREE 06'32" WEST ALONG THE WEST LINE OF SAID SECTION, 275.00 FEET TO THE **REAL POINT OF BEGINNING.**

PARCEL III

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 12 AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 7 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP MARKING THE 1/16 CORNER, SAID CORNER BEING THE **REAL POINT OF BEGINNING**; THENCE
SOUTH 89 DEGREES 41'36" EAST, 1,292.18 FEET TO A BRASS CAP, MARKING SOUTH QUARTER CORNER OF SECTION 12; THENCE
SOUTH 89 DEGREES 32'47" EAST, 2,618.63 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12, MARKED BY A 2 INCH PIPE WITH A BRASS CAP; THENCE
NORTH 00 DEGREE 00'15" WEST ALONG THE EAST SECTION LINE OF SAID SECTION 1,309.02 FEET TO A BRASS CAP MARKING THE 1.16 CORNER OF SAID SECTION 12; THENCE
LEAVING SAID SECTION LINE NORTH 89 DEGREES 28'23" WEST, 2,620.30 FEET TO A 1/16 CORNER, MARKED BY A 1 INCH PIPE; THENCE
NORTH 00 DEGREES 04'32" WEST, 458.37 FEET TO A 5/8 INCH IRON BAR AND ALUMINUM CAP LOCATED IN THE CENTER OF COUNTY ROAD; THENCE
SOUTH 39 DEGREES 30'00" WEST, 364.64 FEET TO A 5/8 INCH IRON BAR AT BEGINNING OF CURVE IN CENTER OF SAID COUNTY ROAD; THENCE
257.15 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 11 DEGREES 20'00", WHOSE RADIUS IS 1,300.00 FEET, WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 10'00" WEST, 256.73 FEET TO A 5/8 INCH IRON BAR ON THE CENTERLINE OF COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 50 DEGREES 50'00" WEST, 207.83 FEET ALONG THE CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
474.73 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 03 DEGREES 24'00", WHOSE RADIUS IF 8,000.00 FEET, WHOSE LONG CHORD BEARS SOUTH 49 DEGREES 08'00" WEST, 474.66 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 47 DEGREES 24'20" WEST, 36.26 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
223.62 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 10 DEGREES 15'00", WHOSE RADIUS IS 1,250.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 33'30" WEST, 223.32 FEET TO A 5/8 INCH IRON BAR ON CENTERLINE OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE

EXHIBIT A

LEGAL CONTINUED

PARCEL NO. III (CONT.)
SOUTH 57 DEGREES 41'00" WEST, 72.97 FEET ALONG CENTER OF SAID COUNTRY ROAD TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTY ROADS INTERSECTION; THENCE
SOUTH 03 DEGREES 54'25" EAST, 24.05 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF COUNTRY ROAD MARKING POINT OF CURVE; THENCE
104.20 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IF 45 DEGREES 55'20", WHOSE RADIUS IS 130.00 FEET, WHOSE LONG CHORD BEARS SOUTH 19 DEGREES 03'15" WEST, 101.43 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD, MARKING POINT OF TANGENT; THENCE
SOUTH 42 DEGREES 00'55" WEST, 213.36 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
150.21 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 67 DEGREES 46'08", WHOSE RADIUS IS 127.00 FEET, WHOSE LONG CHORD BEARS SOUTH 08 DEGREES 09'51" WEST, 141.61 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 25 DEGREES 45'13" EAST, 71.31 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON PIN MARKING POINT OF CURVE; THENCE
145.99 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 39'13", WHOSE RADIUS IS 100.00 FEET, WHOSE LONG CHORD BEARS SOUTH 16 DEGREES 04'23" WEST, 133.37 FEET TO A 5/8 INCH IRON BAR IN CENTER OF SAID COUNTY ROAD MARKING A POINT OF TANGENT; THENCE
SOUTH 57 DEGREES 54'00" WEST, 91.04 FEET ALONG CENTER OF SAID COUNTY ROAD TO A POINT ON SECTION LINE; THENCE
SOUTH 57 DEGREES 54'00" WEST 93.41 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE IN SECTION 13; THENCE
47.01 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 23 DEGREES 25'14", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 43 DEGREES 423'19" WEST, 44.68 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD MARKING POINT OF CURVE; THENCE
70.67 FEET ON THE ARC OF SAME CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 35 DEGREES 12'47", WHOSE RADIUS IS 115.00 FEET, WHOSE LONG CHORD BEARS SOUTH 14 DEGREES 23'24" WEST, 69.57 FEET TO A 5/8 INCH IRON BAR IN THE CENTER OF SAID COUNTY ROAD TO A POINT OF TANGENT; THENCE
SOUTH 03 DEGREES 13'02" EAST, 140.22 FEET LONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR TO A POINT OF CURVE; THENCE
147.59 FEET ON THE ARC OF SAID CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 90 DEGREES 55'46", WHOSE RADIUS IS 93.00 FEET, WHOSE LONG CHORD BEARS SOUTH 48 DEGREES 40'55" EAST, 132.58 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
NORTH 85 DEGREES 51'13" EAST, 84.14 FEET ALONG CENTER OF SAID COUNTY ROAD TO A 5/8 INCH IRON BAR MARKING POINT OF CURVE; THENCE
141.09 FEET ON THE ARC OF SAID CURVE TO THE RIGHT, WHOSE CENTRAL ANGLE IS 83 DEGREES 20'23", WHOSE RADIUS IS 97.00 FEET, WHOSE LONG CHORD BEARS SOUTH 52 DEGREES 28'36" EAST, 128.98 FEET TO A 5/8 INCH IRON BAR MARKING POINT OF TANGENT; THENCE
LEAVING COUNTY ROAD NORTH 79 DEGREES 11'35" EAST, 27.74 FEET TO A 5/8 INCH IRON PIN; THENCE
NORTH 00 DEGREES 07'36" EAST, 445.72 FEET TO THE REAL POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

EXHIBIT A

ORIGINAL

WARRANTY DEED

THE GRANTOR is **George Dovel,** a married man dealing with his sole and separate property (herein called grantor) and whose wife is Patricia Ann Dovel.

THE GRANTEE is **Randy Heffner** and **Amy Heffner,** husband and wife (herein called grantee) whose current address is 749 Rustic Lane, Mountain View, CA 94040.

FOR VALUE RECEIVED, the grantor and the grantee hereby agree to the provisions of this deed and the grantor hereby grants, bargains, sells and conveys unto the grantee those lands (herein called "premises") situated in Boise County, Idaho, and described in **Exhibit A** which is attached hereto and by this reference incorporated herein.

TOGETHER with all rights of way, improvements, fixtures, tenements, hereditaments and appurtenances thereto belonging or used in connection therewith.

WATER RIGHTS: Together with those water rights hereafter designated to be transferred to the grantee but excluding those water rights hereafter designated to be retained by the grantor.

Decreed Water Right				**Transfer to grantee**		**Retained by grantor**	
Number	Source	cfs	Acres or use	cfs	Acres or use	cfs	Acres or use
65-10950	Porter Cr.	1.61	57	1.49	54	0.12	3
65-10950	Porter Cr.	0.03	Stock	0.03	Stock	Auto	Minimum
65-10951	Porter Cr.	0.84	42	.62	31	0.22	11
65-10951	Porter Cr.	0.03	Stock	0.03	Stock	Auto	Minimum
65-10952	Spring	0.04	Domestic	N/A		0.04	Domestic
65-10953	Porter Cr.	0.04	Domestic	N/A		0.04	Domestic
65-19641	Porter Cr.	0.04	Irrig., Dom.	N/A		0.04	Irrig., Dom.

CONDITION OF TITLE: Subject to each of the following:

(Taxes prorated by date) All taxes, both general and special, levied against the premises by any taxing unit for any purpose including but not limited to bonds and special improvements prorated for the period of time of and after the date of October 15, 1998, with the grantor to pay before delinquency all such taxes prorated for the period of time before such date and the grantee to pay before delinquency all such taxes for the period of time after such date.

(Irrigation charges prorated by irrigation season) All irrigation charges, both general and special, levied against the premises by any irrigation or drainage unit for any purpose (including but not limited to bonds, construction charges, special improvements, irrigation and drainage) for the irrigation season

(the irrigation season being the calendar year) of the year 1999 with the grantor to pay before delinquency all such irrigation charges for the irrigation season of the year 1998 and each irrigation season prior thereto and with the grantee to pay all such irrigation charges for the irrigation season of the year 1999 and each irrigation season subsequent thereto.

(Patents or state grants) All reservations in patents or state grants or in the laws authorizing the issuance thereof.

(Bonded debt of taxing units) The bonded debt of all taxing units.

(Local improvements) Any taxes for local improvements not now completed.

(Zoning requirements, etc.) All zoning requirements and restrictions imposed by any governmental unit.

(Building codes, etc.) All requirements and restrictions provided by any fire, building, plumbing, electrical and other similar codes imposed by any governmental unit.

(Restrictions, etc. of record) All restrictions, covenants, servitudes, limitations, conditions and prohibitions of record or provided by law.

(All rights of way) All rights of way under, over and across the premises regardless of how evidenced or acquired and whether the same are or are not recorded in the recorder's office of the county in which the premises are situated.

(Title commitment exceptions) Each exception set forth in the title commitment following:

Section B - Section 2:

B. General Exceptions: (2) and (5)
C. Special Exceptions: 3, 4, 5, 6, 7 and 8

The title commitment referred to above was issued by Pioneer Title Company of Ada County under order number P166899 and dated August 28, 1998.

ADJOINING LANDS: The term "adjoining lands" means that real property owned by the grantor which is situated in Boise County, Idaho, and described in **Exhibit B** which is attached hereto and by this reference incorporated herein.

RESERVATION OF EASEMENT: The grantor hereby reserves an easement ("subject easement" herein) and the use of that pipeline ("subject pipeline" herein) which are hereinafter described on the terms and conditions hereinafter set forth in this provision ("this easement provision" herein).

(Subject pipeline) The subject pipeline is that certain pipeline as now constructed used to convey water from Porter Creek to the premises and to the adjoining lands and includes the diversion works which divert water into the subject pipeline and the two branches of the subject pipeline which terminate on the adjoining lands.

(Maintenance defined, etc.) When used in this easement provision, the term "maintenance" means and includes maintenance, repair and reconstruction and the term "maintaining" means and includes maintaining, repairing and reconstructing.

(Subject easement) The grantor reserves an easement 14 feet in width which is 7 feet on each side of the center of the subject pipeline as now constructed for the purposes of maintaining the subject pipeline and for the purposes of conveying the water provided by each water right from Porter Creek used for or on the adjoining lands through the subject pipeline to the adjoining lands. If the location of the subject pipeline or any portion thereof is relocated in the future, then the location of the subject easement shall change to conform to the relocation of the subject pipeline or portion of the subject pipeline.

(Duration of subject easement) The grantor shall have and hold the subject easement forever.

(Nonexclusive use of subject easement) The grantor and the grantee shall each have the nonexclusive use of the subject easement and the subject pipeline and each shall use the subject easement and the subject pipeline so as not to unreasonably interfere with the use thereof by the other.

(Maintenance and costs of maintenance) The parties shall keep the subject pipeline in good operating condition at all times. The costs of maintaining the subject pipeline shall be paid as follows:

(1) If such maintenance is caused by the negligence of or any act or failure to act by the grantor or any agent, employee, tenant, licensee, permitee or guest of the grantor, then the grantor shall pay all of the costs of such maintenance.

(2) If such maintenance is caused by the negligence of or any act or failure to act by the grantee or any agent, employee, tenant, licensee, permitee or guest of the grantee, then the grantee shall pay all of the costs of such maintenance.

(3) If subparagrahs (1) and (2) above do not apply and if maintenance is required to keep the subject pipeline in good operating condition, then the grantor shall pay 15% and the grantee shall pay 85% of the costs of such maintenance.

(4) All maintenance shall be performed as soon as possible after such maintenance becomes necessary, time being of the essence thereof, to keep the subject pipeline operating so as to avoid loss of water supply to either or both the grantor or the grantee.

(5) By written notice of termination signed and notarized by the grantor and personally served upon the grantee and recorded in the office of the recorder for Boise County, Idaho, the grantor may terminate the grantor's interest in the subject easement and the subject pipeline in which case the subject easement shall immediately terminate and the grantor shall have no further liability for any of the costs of maintaining the subject pipeline from causes occurring after service of such notice.

(6) By written notice signed and notarized by the grantee and served upon the grantor and recorded in the office of the recorder for Boise County, Idaho, the grantee may terminate the grantee's right to use the subject pipeline in which case the grantee shall have no further liability

for any of the costs of maintaining the subject pipeline from causes occurring after service of such notice but the subject easement and the grantor's right to the use of the subject pipeline shall continue in full force and effect.

(Appurtenant to premises and adjoining lands) The subject easement is appurtenant to and shall never be severed from the premises and the adjoining lands described in this deed.

(Enforcement expense) The party who is a losing party in any court action brought to enforce any of the provisions of this easement provision shall pay to the party who is a prevailing party in such court action all reasonable attorney's fees incurred in all trial and appellate courts by such prevailing party in addition to all costs allowed by law.

(Covenants running with the lands) All of the provisions of this easement provision are and are intended to be covenants running with the land and shall be binding upon and inure to the benefit of the grantor and the grantee and their respective heirs, devisees, legatees, personal representatives, successors and assigns.

RESERVATION OF THE DIVERSION AND DITCH: The grantor reserves the exclusive use of the presently unused diversion point and associated ditch and ditch rights commonly referred to as the Woods-Dovel diversion and ditch.

NO WARRANTY CONCERNING OUTSIDE BOUNDARIES: The grantor DOES NOT WARRANT that the monuments (meaning fences, ditches, roads, markers, structures or other reference points) along or now used to designate the outside boundaries of the premises are on the true property line of the premises and the grantor shall have no liability for any state of facts relating thereto which an accurate survey of the premises would now disclose including but not limited to the situation where such monuments enclose lands to which title is recorded in another and the situation where such monuments exclude a portion of the premises title to which is vested in or claimed by another. The grantee accepts the premises subject to such conditions, if any, as they now exist.

TO HAVE AND TO HOLD the premises and its appurtenances subject to all of the provisions of this deed unto the grantee and the grantee's successors and assigns forever and the grantor hereby covenants to and with the grantee as follows: that the grantor is the owner in fee simple of the premises; that the premises are free and clear of all liens and encumbrances except those described above to which this deed is expressly made subject; and that the grantor will warrant and defend the premises from all lawful claims whatsoever.

EXPRESS DISCLAIMER BY THE WIFE OF THE GRANTOR: Express disclaimer of all interest in the premises is hereby made by Patricia Ann Dovel, the wife of the grantor, George Dovel, who hereby acknowledges and represents that the premises are the sole and separate property of the grantor, George Dovel, and that she has never had or claimed any right or title or interest in the premises whatsoever. The parties and Patricia Ann Dovel agree that Patricia Ann Dovel has signed this deed for the sole purpose of setting forth the foregoing disclaimer in writing and that she shall have no liability to the grantee for breach of any provisions contained in this deed.

INTERPRETATION: Singular terms used herein shall be read as if written in the plural when the context so requires or permits.

DATED: 10/15/98

George M. Dovel

George Dovel, Grantor

Patricia Ann Dovel

Patricia Ann Dovel, wife of the Grantor

Randy R Heffner

Randy Heffner, Grantee

Amy Heffner, Grantee

STATE OF IDAHO, County of ~~Canyon~~ Ada PL) ss

On this date, before me, the undersigned notary public for such state, personally appeared **George Dovel** and **Patricia Ann Dovel**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on 10/15/98.

Notary Public.

My Commission Expires: 05/04/00

STATE OF IDAHO, County of Ada) ss

On this date, before me, the undersigned notary public for such state, personally appeared **Randy Heffner** ~~and Amy Heffner~~ PL, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and seal on 10/15/98.

Notary Public.

My Commission Expires: 05/04/00

COPY

10/02/2000

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

RIGHT NUMBER: 65-10951

NAME AND ADDRESS: GEORGE DOVEL
ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND, ID 83629

SOURCE: PORTER CREEK TRIBUTARY: Payette River

QUANTITY: 0.84 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12		NWSE	Within BOISE County
T07N R03E S7	LOT 2	SWNW	Within BOISE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	4-01 11-01	0.84 CFS
STOCKWATER	1-01 12-31	0.03 CFS

PLACE OF USE:

IRRIGATION Within BOISE County

T07N R02E S12	SESW	15	T07N R02E S12	SWSE	11
T07N R02E S13	NENW	11	T07N R02E S13	NWNW	5

42 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.

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

Stockwater use is for 100 range cattle.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

434 Pioneer Road
Horseshoe Bend, ID 83629
Phone or fax (208)793-2768

October 9, 1998

Penny Combs
Escrow Officer
Pioneer Title Company of Ada County
8151 W. Rifleman
Boise, ID 83704
ATTN: Debra L. Hess

DELIVERED BY FACSIMILE to (208) 373-3610

Re: Prorating taxes on Dovel to Heffner Sale

Dear Ms. Hess:

It took some time but I located the 1998 assessed values and current 1997 taxes owed and prepared the enclosed chart titled, "Prorating 1998 Taxes."

The column titled, "1998 Tax To Be Split" totals $1,077.58 for both parcels to be sold to Mr. and Mrs. Heffner. That is the amount of 1998 tax you must prorate effective on the Heffners' possession date.

I'm also enclosing four pages containing the 1997 tax owed, including late charges and interest, and the 1998 tax assessment as well as the record of survey for Dovel and Sellin for reference.

If you have any questions please call me. Otherwise, my wife and I will see you about 3 P.M. today.

Thank you.

Sincerely,

George Dovel

George Dovel

Encls

Prorating 1998 Taxes
Transfer from Dovel to Heffner

Survey Parcel No. 2

Tax Parcel Number	Assessed Acres	Surveyed Acres	Assessed Value	1997 Taxes Due	Sold To Heffner	Dovel Retains	Heffner Value	1998 Tax To Be Split	Tax Pd Solely By Dovel
124836	60.63	60.65	34,961	843.04	60.65 a	None	34,961	843.04	None
133200	1.422	1.41	678	16.28	1.41 a	None	678	16.28	None
Totals	62.052	62.06	35,639	859.32	62.06	None	35,639	859.32	None

Survey Parcel No. 3

132400	11.00	10.80	5,247	126.49	2.40 a*	8.40 a	1,240.20	29.90	96.59
129100	122.602	118.54	39,966	1,126.89	113.18 a	5.36	6,680.40**	188.36	938.53
Totals	133.602	129.34	45,213	1,253.38	115.58 a	13.76 a	7,920.60	218.26	1,035.12

* The "comma-shaped" or "Q-shaped" parcel in the NE1/4 of the NW1/4 of the NW1/4 of S13 is estimated to be 2.40 acres in size and is part of the 36.76 acres surveyed plus the 78.82 acres surveyed which total the 115.58 acres in Parcel No. 3 (see enclosed Record of Survey).

** The value of the 117.242 assessed acres (113.18 surveyed acres) was calculated by using $4,256 for 121.602 dry grazing acres and subtracting the 4.36 acres of dry grazing (plus 1.0 acre rural homesite) which are retained by Dovel. That $4,103.40 was added to the rural improvements on agriculture (the hay shed and granaries) total of $2,577 for a total to Heffner of $6,680.40. Dovel's assessed value was 4.36 acres dry grazing - $152.60, rural homesite - $8,200, rural residence $39,287 minus 19,644 homestead = 19,643, machinery & equip - $4,888 and furniture and fixtures - $402 for a total of $33,285.60.

BOISE COUNTY ASSESSOR
P.O. BOX BC
IDAHO CITY, ID. 83631

IMPORTANT NOTICE-PLEASE READ

PRESORTED
FIRST-CLASS MAIL
U S POSTAGE PAID
IDAHO CITY, ID. 83631
PERMIT NO. 2

TAX CODE 22-00

	CATEGORY DESCRIPTION	LOTS/ACRES		MARKET VALUE
1	IRRGTD AG	57.060	AC	23,395
5	DRY GRAZING	3.578	AC	111
32	RURAL IMP ON AG			11,455
		60.638		34,961*

1998
TAXPAYER'S
VALUATION
ASSESSMENT NOTICE
TAXES ARE BASED ON THE VALUATION
LISTED ON THIS STATEMENT
IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE
JUNE 19, 1998

See the reverse side for further references
KEEP THIS COPY FOR YOUR RECORDS

PROPERTY ADDRESS
PARCEL NUMBER RP 07N02E124836 A

T7N R2E SEC 12
PART TAX 351 THAT LIES IN
E1/2SW & SWSW, LESS TAX 417

Mail To:
DOVEL GEORGE (1/2 INT)
& WALLACE CORP (1/2 INT)
RT 1 BOX 61
HORSESHOE BEND ID 83629

PARCEL NO: RP07N02E124836A

* T A X R E M I N D E R *

BOISE COUNTY TAX COLLECTOR
P.O. BOX BC, ID.CITY, ID 83631
PHONE: 392-4441

YEAR	BILL#	TAX	LATE CH	INTEREST	COST	TOTAL
97 1ST	6477	195.45	3.91	11.21		210.57
97 2ND	6477	195.45				195.45
96	6404	364.26	7.28	65.48		437.02

DATE PRINTED: 5/15/98
RP07N02E124835A

TOTAL DUE: 843.04 VALID THROUGH: 6/20/98

YOUR CANCELLED CHECK IS YOUR RECEIPT

DOVEL GEORGE (1/2 INT)
& WALLACE CORP (1/2 INT)
RT 1 BOX 61
HORSESHOE BEND ID 83629

T7N R2E SEC 12
PART TAX 351 THAT LIES IN
E1/2SW & SWSW, LESS TAX 417

BOISE COUNTY ASSESSOR
P.O. BOX BC
IDAHO CITY, ID. 83631

IMPORTANT NOTICE-PLEASE READ

PRESORTED
FIRST-CLASS MAIL
U S POSTAGE PAID
IDAHO CITY, ID. 83631
PERMIT NO. 2

TAX CODE 22-00

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE
1 IRRGTD AG	1.422 AC	678
	1.422	678*

1998

TAXPAYER'S
VALUATION
ASSESSMENT NOTICE
TAXES ARE BASED ON THE VALUATION
LISTED ON THIS STATEMENT

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE
JUNE 19, 1998

See the reverse side for further references
KEEP THIS COPY FOR YOUR RECORDS

PROPERTY ADDRESS
PARCEL NUMBER RP 07N02E133200 A Mail To:

T7N R2E SEC 13
PART TAX 351 THAT LIES IN NWNW
INST. #135533

DOVEL GEORGE (1/2 INT)
& WALLACE CORP (1/2 INT)
RT 1, BOX 61
HORSESHOE BEND ID 83629

PARCEL NO: RP07N02E133200A

*** T A X R E M I N D E R ***

BOISE COUNTY TAX COLLECTOR
P. O. BOX BC, ID. CITY, ID 83631
PHONE: 392-4441

YEAR	BILL#	TAX	LATE CH	INTEREST	COST	TOTAL
97 1ST	6490	3.78	.08	.22		4.08
97 2ND	6490	3.78				3.78
96	6416	7.02	.14	1.26		8.42

DATE PRINTED: 5/15/98

TOTAL DUE: 16.28 VALID THROUGH: 6/20/98

YOUR CANCELLED CHECK IS YOUR RECEIPT

DOVEL GEORGE (1/2 INT)
& WALLACE CORP (1/2 INT)
RT 1 BOX 61
HORSESHOE BEND ID 83629

T7N R2E SEC 13
PART TAX 351 THAT LIES IN NWNW
INST. #135533

BOISE COUNTY ASSESSOR
P.O. BOX BC
IDAHO CITY, ID. 83631

IMPORTANT NOTICE-PLEASE READ

PRESORTED
FIRST-CLASS MAIL
U S POSTAGE PAID
IDAHO CITY, ID. 83631
PERMIT NO. 2

TAX CODE 22-00

CATEGORY DESCRIPTION	LOTS/ACRES	MARKET VALUE
5 DRY GRAZING	121.602 AC	4,256
10 RURAL HOMESITE	1.000 AC	8,200
31 RURAL RES BLDG		39,287
32 RURAL IMP ON AG		2,577
58 MACH & EQUIP		4,888
59 FURN & FIXT		402
LESS HOMEOWNER EXEMPTION		19,644
	122.602	39,966*

1998
TAXPAYER'S
VALUATION
ASSESSMENT NOTICE
TAXES ARE BASED ON THE VALUATION
LISTED ON THIS STATEMENT

IF THERE ARE ANY QUESTIONS
REGARDING THIS STATEMENT
NOTIFY THE ASSESSOR'S OFFICE BEFORE
JUNE 19, 1998

See the reverse side for further references
KEEP THIS COPY FOR YOUR RECORDS

PROPERTY ADDRESS 434 PIONEER RD
PARCEL NUMBER RP 07N02E129100 A

T7N R2E SEC 12
E1/2SW, SWSW, S1/2SE
LESS TAX 9, 351

Mail To:
DOVEL GEORGE (1/2 INT)
& WALLACE CORP (1/2INT)
RT. 1 BOX 61
139 PORTER CREEK RD
HORSESHOE BEND ID 83629

PARCEL NO: RP07N02E129100A

*** T A X R E M I N D E R ***

BOISE COUNTY TAX COLLECTOR
P.O. BOX BC, ID. CITY, ID 83631
PHONE: 392-4441

YEAR	BILL#	TAX	LATE CH	INTEREST	COST	TOTAL
97 1ST	6482	261.00	5.22	14.97		281.19
97 2ND	6482	261.00				261.00
96	6409	487.36	9.74	87.60		584.70

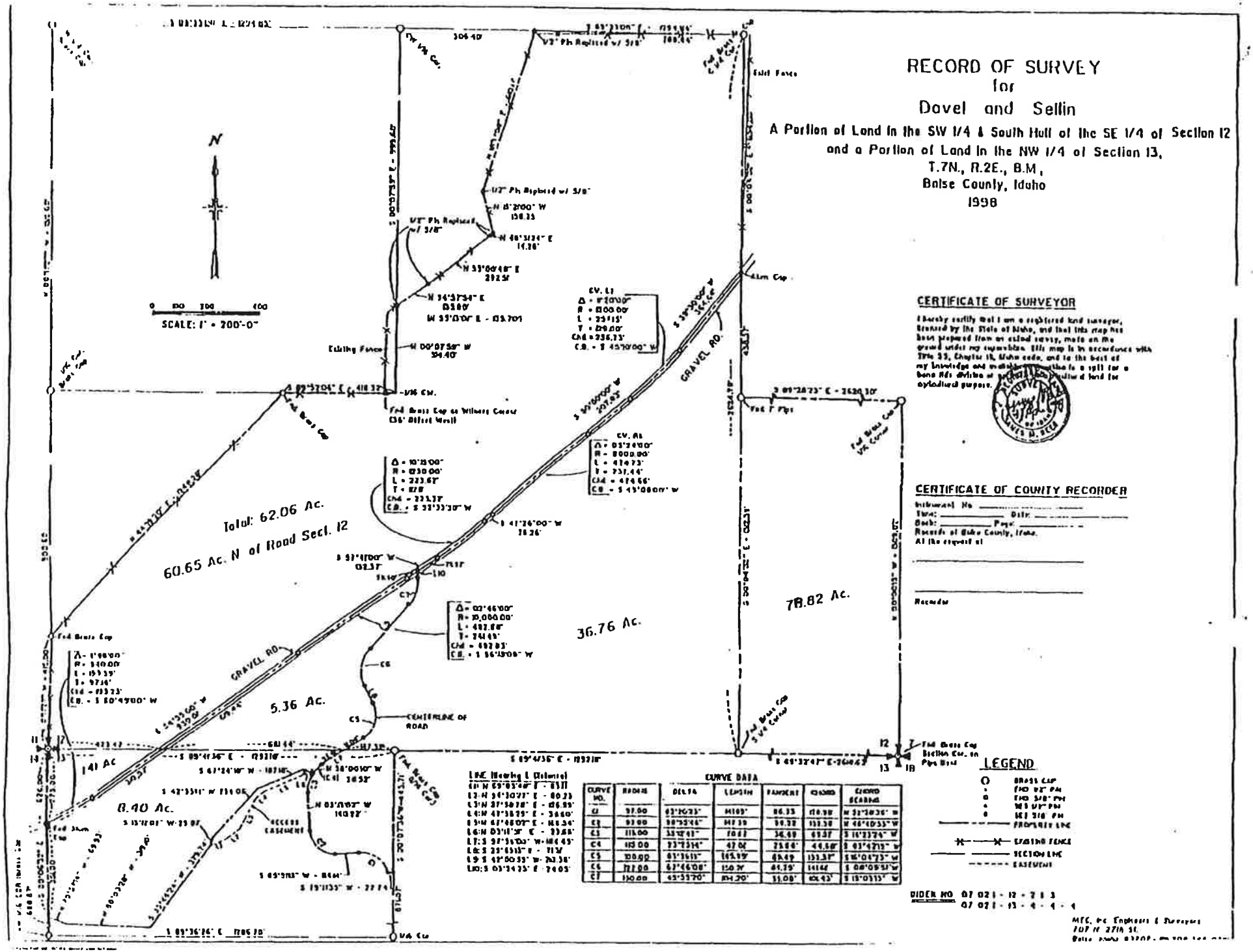
DATE PRINTED: 5/15/98

TOTAL DUE: 1126.89 VALID THROUGH: 6/20/98

YOUR CANCELLED CHECK IS YOUR RECEIPT

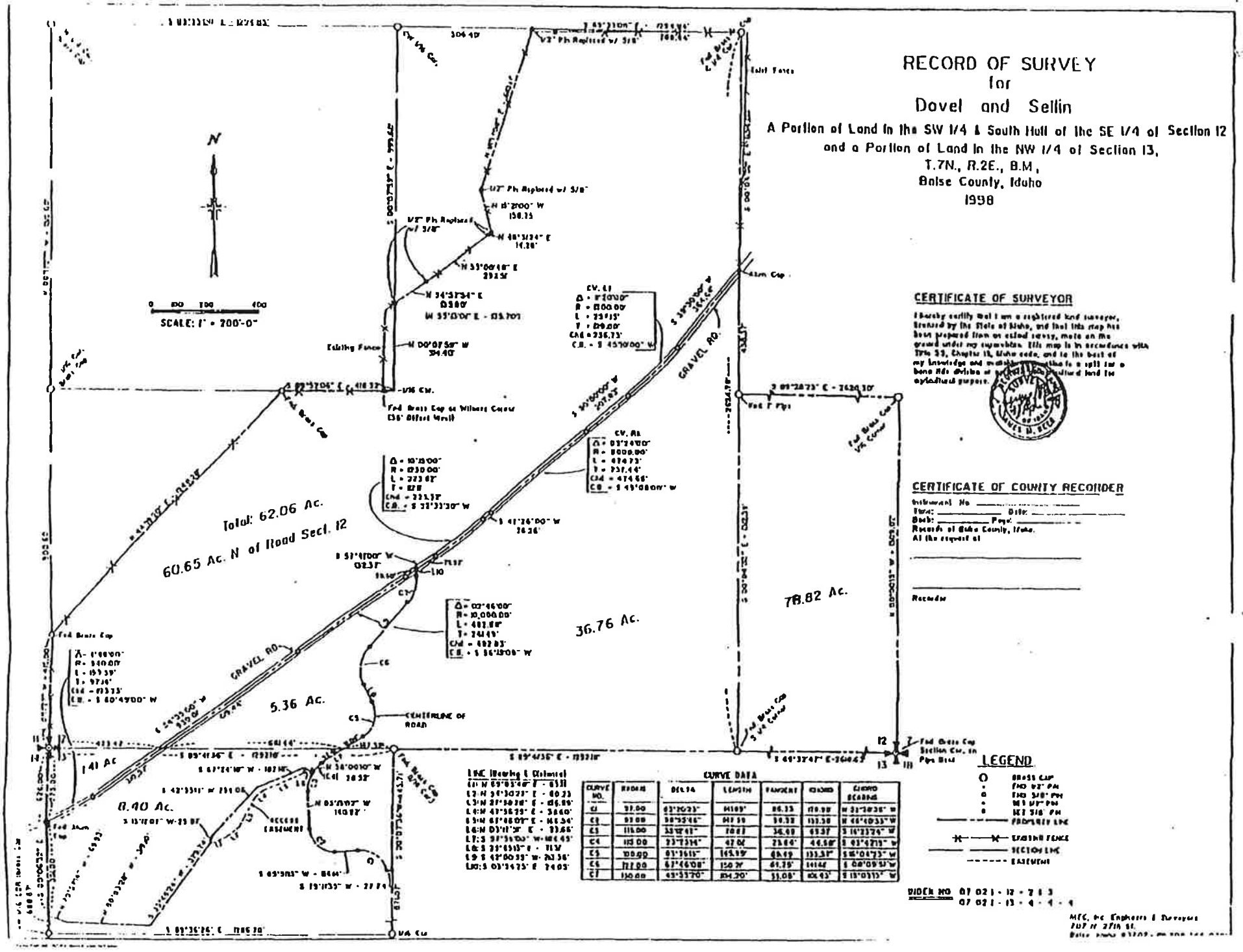
DOVEL GEORGE (1/2 INT)
& WALLACE CORP (1/2INT)
RT 1 BOX 61
139 PORTER CREEK RD
HORSESHOE BEND ID 83629

T7N R2E SEC 12
E1/2SW, SWSW, S1/2SE
LESS TAX 9, 351


RECORD OF SURVEY
for
Dovel and Sellin
A Portion of Land in the SW 1/4 & South Half of the SE 1/4 of Section 12
and a Portion of Land in the NW 1/4 of Section 13,
T.7N., R.2E., B.M.,
Boise County, Idaho
1998
SCALE: 1" = 200'-0"
Total: 62.06 Ac.
60.65 Ac. N of Road Sect. 12
78.82 Ac.
36.76 Ac.
5.36 Ac.
8.40 Ac.
1.41 Ac.
GRAVEL RD.
CENTERLINE OF ROAD
ACCESS EASEMENT
Existing Fence
Fnd Brass Cap
CERTIFICATE OF SURVEYOR
CERTIFICATE OF COUNTY RECORDER
Instrument No
Time: Date:
Book: Page:
Records of Boise County, Idaho.
At the request of
Recorder
LEGEND
BRASS CAP
FND 1/2" PIN
FND 5/8" PIN
SET 5/8" PIN
SET 5/8" PIN
PROPERTY LINE
EXISTING FENCE
SECTION LINE
EASEMENT
CURVE DATA
LINE Bearing & Distance
BIDER NO 97 021 - 12 - 2 1 3
97 021 - 13 - 4 - 4 - 1

RECORD OF SURVEY
for
Dovel and Sellin

A Portion of Land in the SW 1/4 & South Half of the SE 1/4 of Section 12
and a Portion of Land in the NW 1/4 of Section 13,
T.7N., R.2E., B.M.,
Boise County, Idaho
1998



CERTIFICATE OF SURVEYOR

I hereby certify that I am a registered land surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey, made on the ground under my supervision. This map is in accordance with Title 55, Chapter 19, Idaho code, and to the best of my knowledge and belief, it is a split for a home site division of unsubdivided land for agricultural purpose.

CERTIFICATE OF COUNTY RECORDER

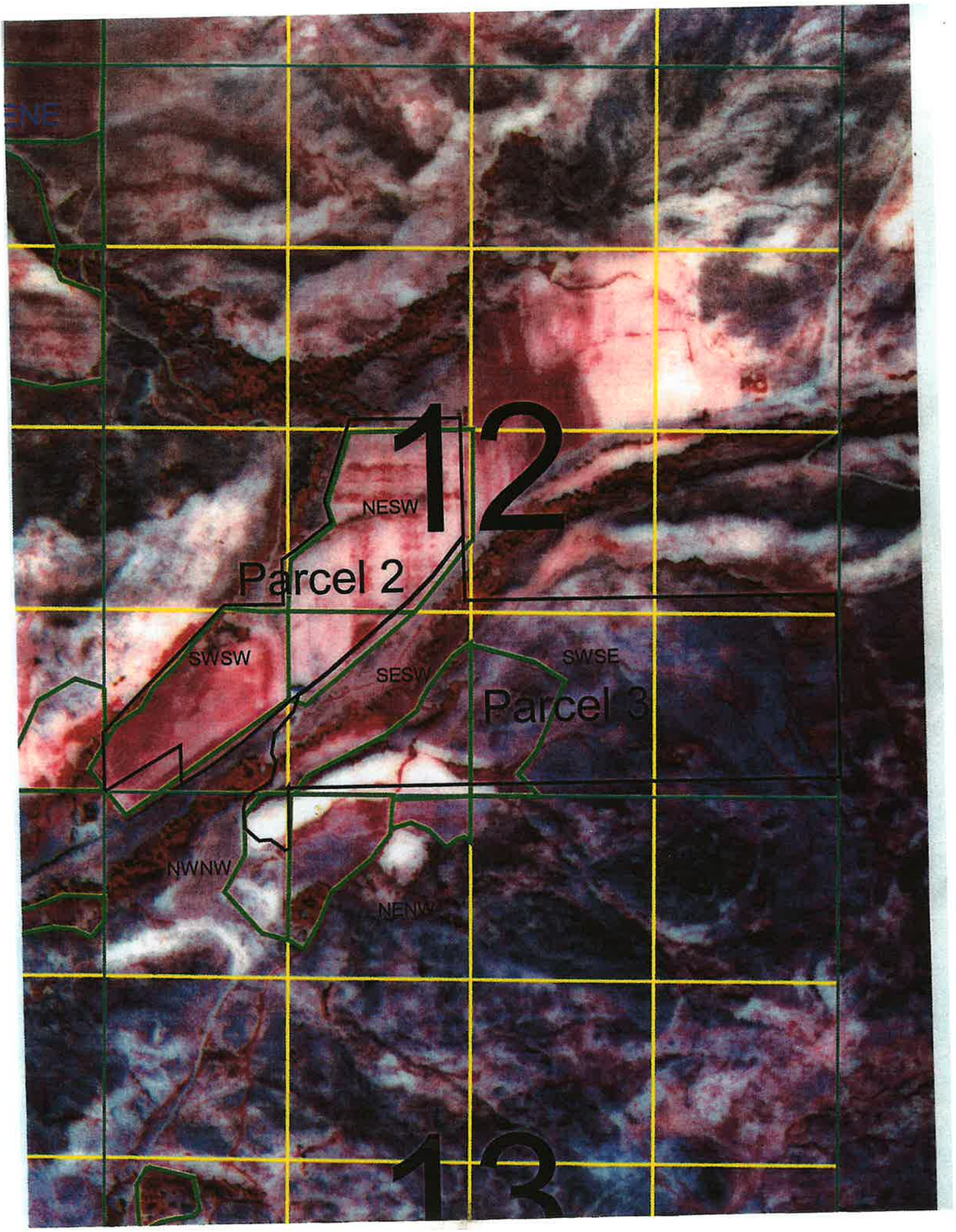
Instrument No. _____
Time: _____ Date: _____
Book: _____ Page: _____
Records of Boise County, Idaho.
At the request of

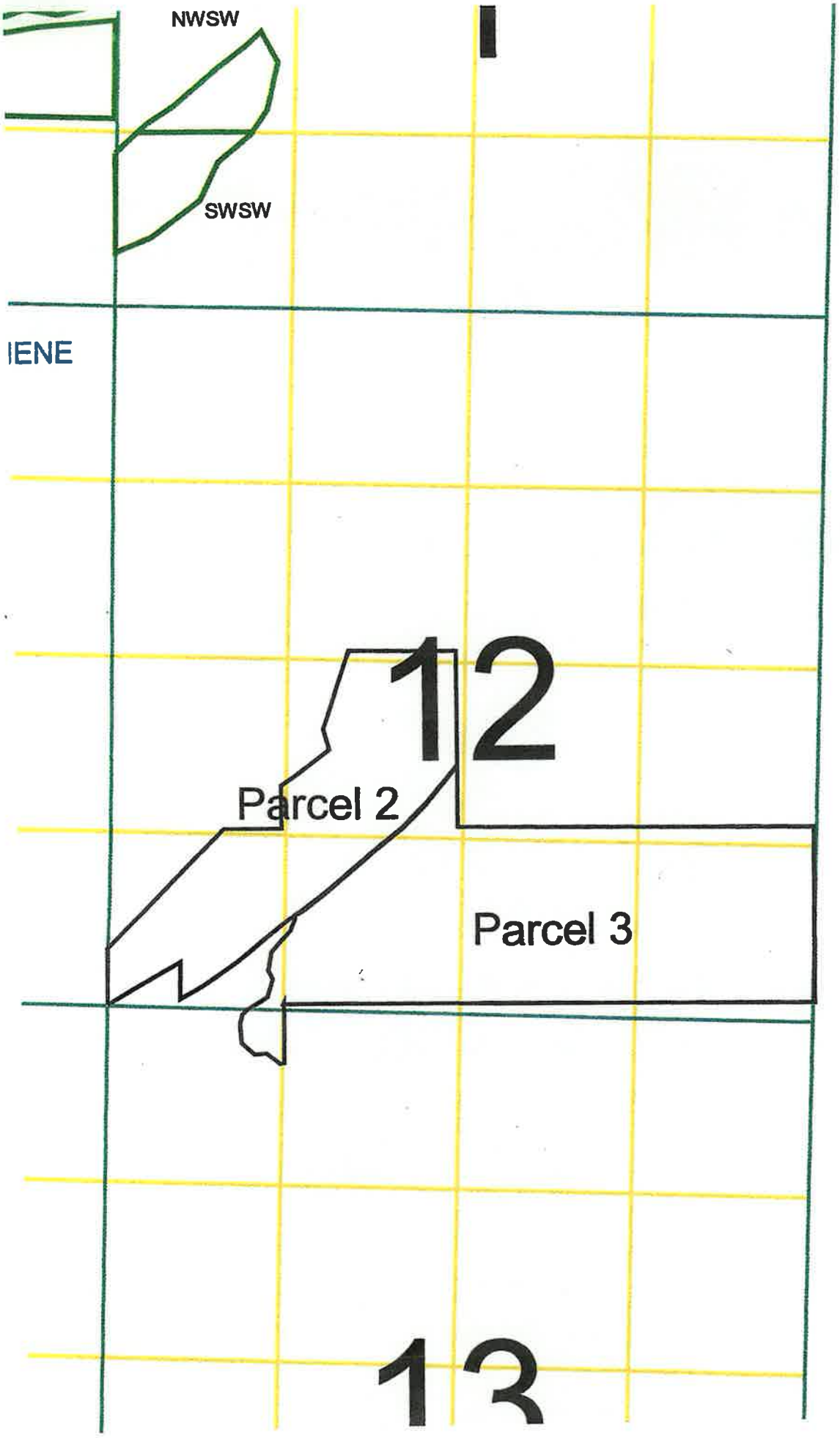
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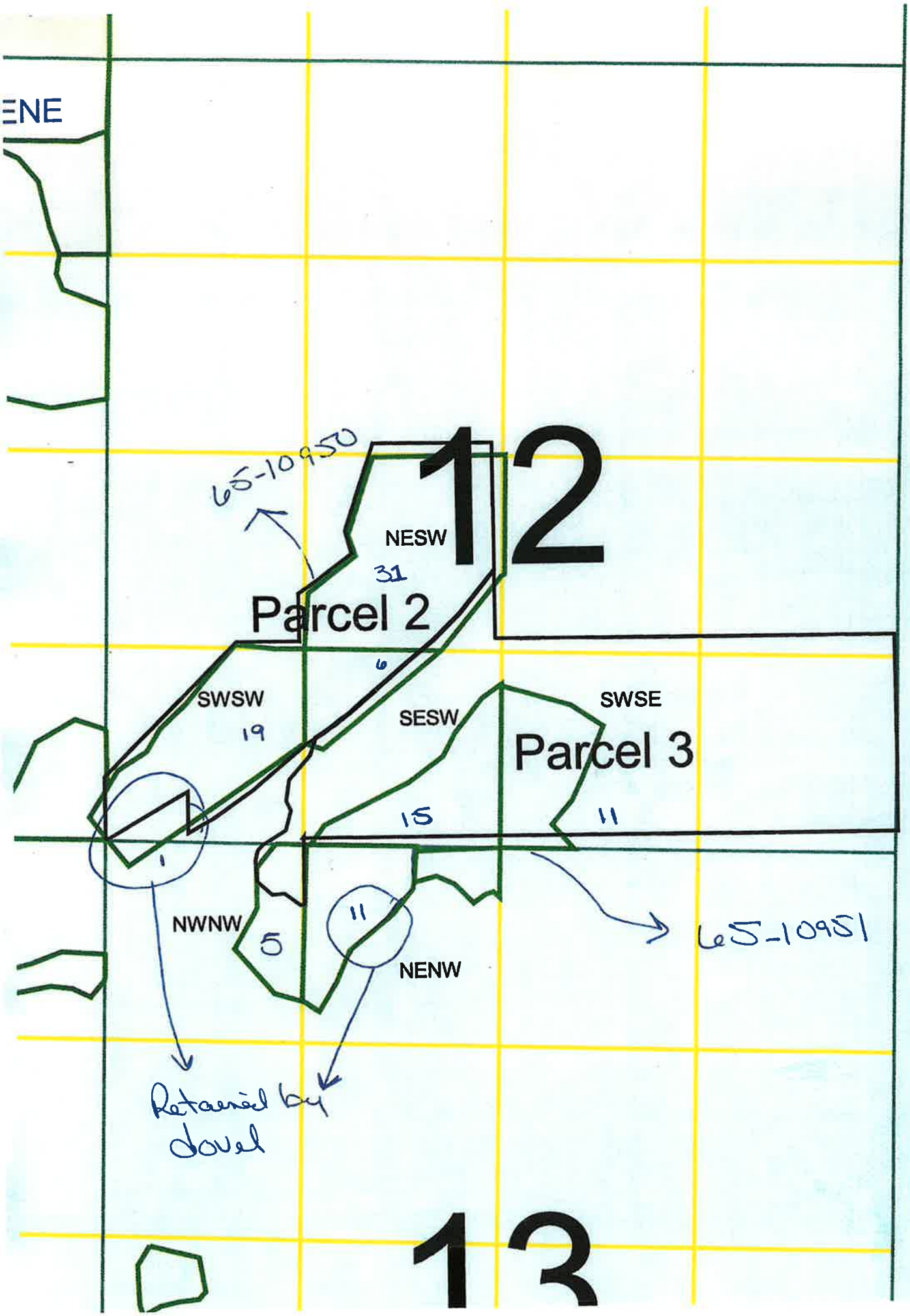
_____
Recorder

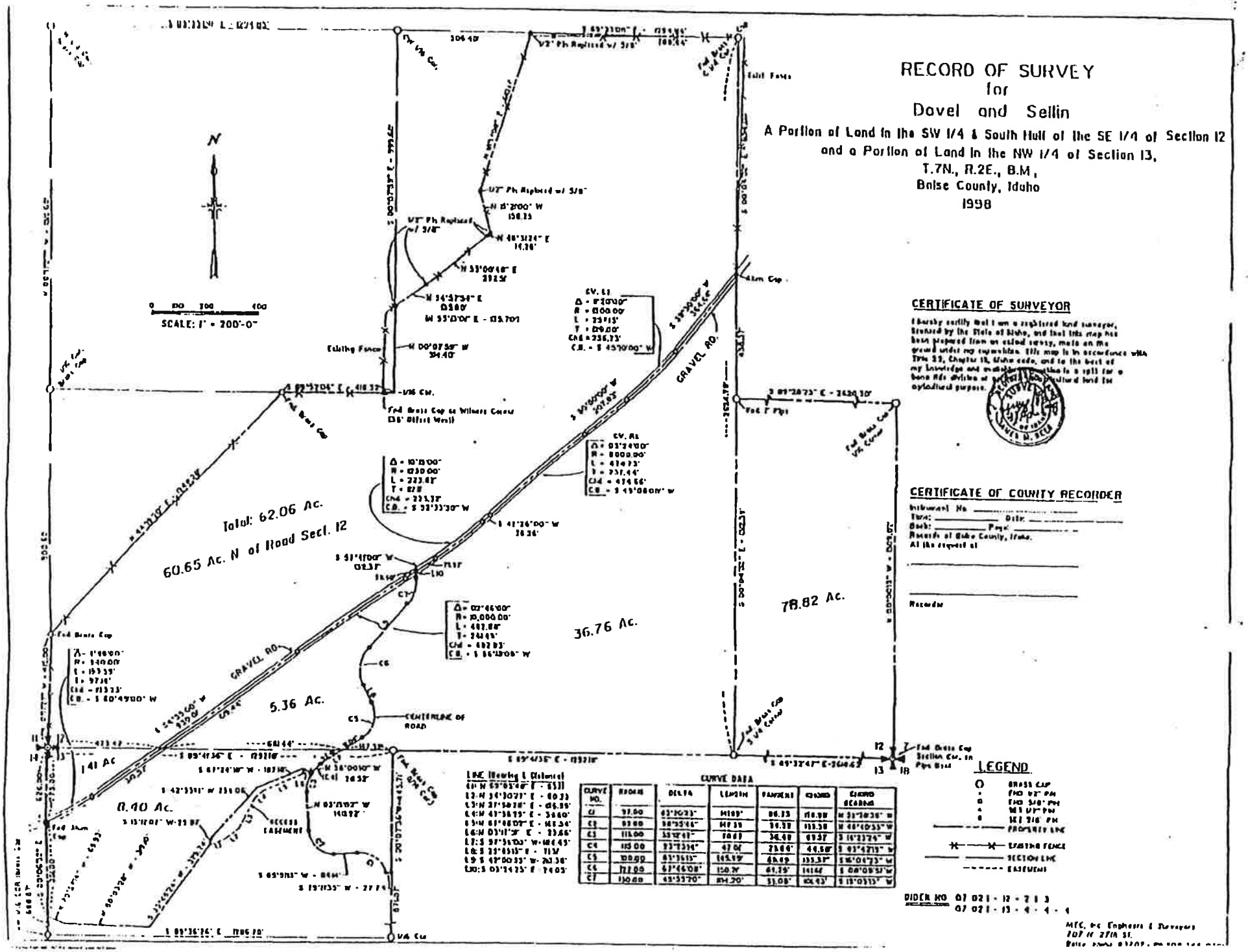
BIDER NO 07 02 1 - 12 - 2 1 3
07 02 1 - 13 - 4 - 1 - 1

MEC, Inc. Engineers & Surveyors
707 N 27th St.


ENE
12
NESW
Parcel 2
SWSW
SESW
SWSE
Parcel 3
NWNW
NENW
13


NWSW
SWSW
IENE
12
Parcel 2
Parcel 3
13


ENE
12
65-10950
NESW
31
Parcel 2
6
SWSW
19
SESW
SWSE
Parcel 3
15
11
1
NWNW
5
11
NENW
65-10951
Retained by
Duval
13


RECORD OF SURVEY
for
Dovel and Sellin
A Portion of Land in the SW 1/4 & South Half of the SE 1/4 of Section 12
and a Portion of Land in the NW 1/4 of Section 13,
T.7N., R.2E., B.M.,
Boise County, Idaho
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SCALE: 1" = 200'-0"
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LEGEND
PROPERTY LINE
EXISTING FENCE
SECTION LINE
EASEMENT
CURVE DATA
LINE Bearing & Distance
MTC, Inc. Engineers & Surveyors

Prorating 1998 Taxes
Transfer from Dovel to Heffner

Survey Parcel No. 2

Tax Parcel Number	Assessed Acres	Surveyed Acres	Assessed Value	1997 Taxes Due	Sold To Heffner	Dovel Retains	Heffner Value	1998 Tax To Be Split	Tax Pd Solely By Dovel
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Totals	62.052	62.06	35,639	859.32	62.06	None	35,639	859.32	None

Survey Parcel No. 3

132400	11.00	10.80	5,247	126.49	2.40 a*	8.40 a	1,240.20	29.90	96.59
129100	122.602	118.54	39,966	1,126.89	113.18 a	5.36	6,680.40**	188.36	938.53
Totals	133.602	129.34	45,213	1,253.38	115.58 a	13.76 a	7,920.60	218.26	1,035.12

* The "comma-shaped" or "Q-shaped" parcel in the NE1/4 of the NW1/4 of the NW1/4 of S13 is estimated to be 2.40 acres in size and is part of the 36.76 acres surveyed plus the 78.82 acres surveyed which total the 115.58 acres in Parcel No. 3 (see enclosed Record of Survey).

** The value of the 117.242 assessed acres (113.18 surveyed acres) was calculated by using $4,256 for 121.602 dry grazing acres and subtracting the 4.36 acres of dry grazing (plus 1.0 acre rural homesite) which are retained by Dovel. That $4,103.40 was added to the rural improvements on agriculture (the hay shed and granaries) total of $2,577 for a total to Heffner of $6,680.40. Dovel's assessed value was 4.36 acres dry grazing - $152.60, rural homesite - $8,200, rural residence $39,287 minus 19,644 homestead = 19,643, machinery & equip - $4,888 and furniture and fixtures - $402 for a total of $33,285.60.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

WATER RIGHT NO. 65-10951

Owner Type	Name and Address
Current Owner	SPLIT CLAIM

Comments:

Author	Date	Subject	Comment
dbuffing	1/31/01	Split claim	This right has been split. See nos. 65-22329 and 65-22330.

10/02/2000

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

RIGHT NUMBER: 65-10951

NAME AND ADDRESS: GEORGE DOVEL
ELISABETH V WALLACE
RT 1 BOX 61
HORSESHOE BEND, ID 83629

SOURCE: PORTER CREEK TRIBUTARY: Payette River

QUANTITY: 0.84 CFS

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

PRIORITY DATE: 06/01/1912

POINT OF DIVERSION:

T07N R02E S12		NWSE	Within BOISE County
T07N R03E S7	LOT 2	SWNW	Within BOISE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	4-01 11-01	0.84 CFS
STOCKWATER	1-01 12-31	0.03 CFS

PLACE OF USE:

IRRIGATION Within BOISE County

T07N R02E S12	SESW	15	T07N R02E S12	SWSE	11
T07N R02E S13	NENW	11	T07N R02E S13	NWNW	5

42 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.

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

Stockwater use is for 100 range cattle.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

CLAIM NUMBER: A65-10951

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	GEORGE DOVEL	06/01/1912	IRRIGATION	04-01	11-01	0.840 CFS	
C	ELISABETH V WALLACE		~~STOCKWATER~~	~~01-01~~	~~12-31~~	~~0.030 CFS~~	
					TOTAL DIVERSION:	0.840 CFS	

Water Source: PORTER CREEK Tributary to: PAYETTE RIVER Stage: ~~BENEFICIAL USE~~

Point(s) of Diversion: T07N R02E S12 NWSE BOISE County
~~R03E S07 Lot02(SWNW)~~ BOISE County

Place of use Legal Description for: IRRIGATION

	NE				NW				SW				SE				
T R S	NENE Lt Ac	NWNE Lt Ac	SWNE Lt Ac	SENE Lt Ac	NENW Lt Ac	NWNW Lt Ac	SWNW Lt Ac	SENW Lt Ac	NESW Lt Ac	NWSW Lt Ac	SWSW Lt Ac	SESW Lt Ac	NESE Lt Ac	NWSE Lt Ac	SWSE Lt Ac	SESE Lt Ac	SUM
07N 02E 12												15				11	26.0
07N 02E 13					11		05										16.0
																TOTAL ACRES	42.0

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: BOISE

Non-Irrigation Uses: ~~STOCKWATER~~, 100 HD

Other Rights: NONE

Remarks: ~~GEN~~ SEE ATTACHED MAP. THIS CLAIM IS BASED ON DECREED RIGHTS WITH CORRECTION (SEE ATTACHMENTS).
CLAIM AMENDED PER TRANSFER #3728 APPROVED 8-31-90.
CONDITIONS OF APPROVAL ON TRANSFER ARE AS FOLLOWS:
1- USE OF WATER UNDER THIS RIGHT IS SUBJECT TO CONTROL BY THE WATERMASTER OF STATE WATER DISTRICT NO. 65-B, PORTER CREEK.
2- THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.
3- FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.
THIS TRANSFER AMENDED THE PRIORITY DATE BACK TO THE DATE OF THE ORIGINAL DECREE.

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

Misc: Water District Number: 65 Field Inspection Flag:
Presumption Flag:

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	GEORGE DOVEL	06/01/1912	IRRIGATION	04/01	11/01	0.840 CFS	
C	AMY R. DOVEL						
C	ELISABETH V. WALLACE			TOTAL DIVERSION:		0.840 CFS	
	RT. 1 BOX 61						
	HORSESHOE BEND ID 836290000						

Water Source: PORTER CREEK Tributary to: PAYETTE RIVER Stage: DECREED

Point(s) of Diversion: T07N R02E S12 NWSE BOISE County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
07N	02E	12												15		01			16.0
07N	02E	13					11	15											26.0
																TOTAL ACRES			42.0

Pou County: BOISE

Dates: App. Received: Priority Date: 06/01/1912
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 65 Field Exam Fee:

65-10951
Comments:

This right is being recommended as per approved transfer 3728. This claim is based on decreed rights with correction (see attachments in file). Claim amended per transfer #3728 approved 8-31-90. Conditions of approval on transfer are as follows:

1.Use of water under this right is subject to control by the watermaster of state water district no 65-b, Porter Creek.
2. The change authorized by this transfer shall be accomplished with 1 year of the date of this approval.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.

This transfer amended the priority date back to the date of the original decree.

Additional information can be found in supplemental file with SRBA claims.

SB 9/27/00

Idaho Dept. of Water Resources

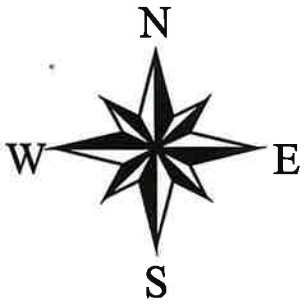
Claim No(s): 65-10951
T07N, R02E, 12, 13
Created by: Sue Bock
Date: 7/20/2000

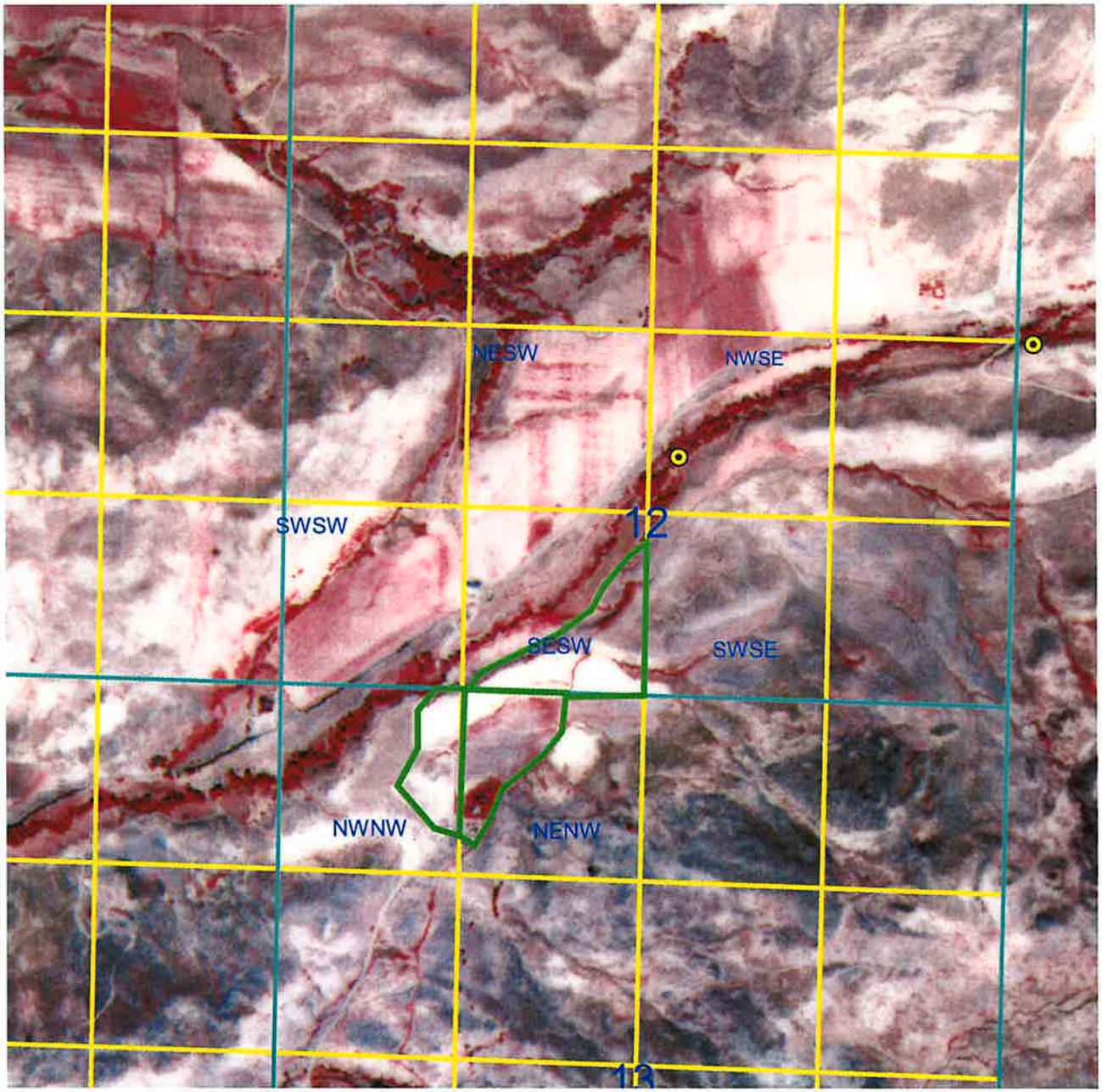
Place of Use

Point of Diversion

Section lines

1/4 1/4 lines



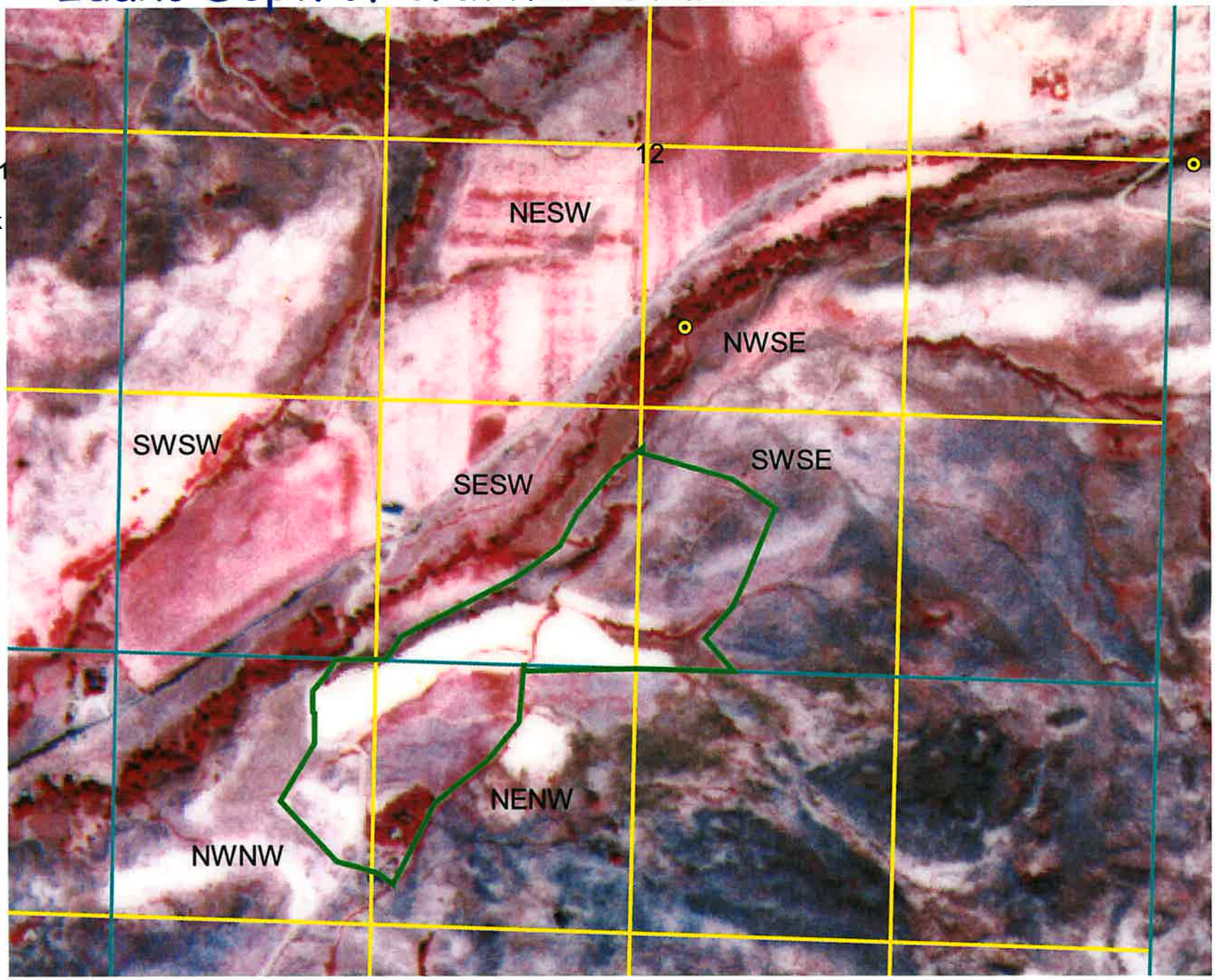


1987 NAPP Photo

0 1000 2000 3000 Feet

Idaho Dept. of Water Resources

Claim No(s): 65-10951
T07N,R02E, 12, 13
Created by: Sue Bock
Date: 7/20/2000



Place of Use
Point of Diversion
Section Lines
1/4 1/4 lines

700 0 700 1400 Feet

1987 NAPP Photo

Form No. 42-1409

IN THE DISTRICT COURT OF THE _____ JUDICIAL DISTRICT

OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF Boise

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF _____ PAYETTE RIVER _____ DRAINAGE BASIN.

NOTICE OF CLAIM TO A WATER RIGHT

65-10251 I.D. No. _____ Map No.

$ _____ Fee Paid _____ Receipt No.

RECEIVED OCT 5 1977 Department of Water Resources Western Regional Office

Notice is hereby given that Angel Madariaga &/or Rose I. Madariaga (Name of Claimant)

Horseshoe Bend, Idaho 83629 (Mailing Address) (Zip Code) Telephone No. _____

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use, or priority date of decreed, licensed or permit right) June 1, 1972

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water) Porter Creek tributary to Payette River

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

147 .84 AFA

Quantity .84 (CFS, GPD, AF) Use irrigation (Domestic, irrigation, stock, etc.) Period of Use From Apr. 1 (Mo., Day) To Nov. 1 (Mo., Day) (Both dates inclusive)

Quantity _____ (CFS, GPD, AF) Use _____ (Domestic, irrigation, stock, etc.) Period of Use From _____ (Mo., Day) To _____ (Mo., Day) (Both dates inclusive)

Quantity _____ (CFS, GPD, AF) Use _____ (Domestic, irrigation, stock, etc.) Period of Use From _____ (Mo., Day) To _____ (Mo., Day) (Both dates inclusive)

Quantity _____ (CFS, GPD, AF) Use _____ (Domestic, irrigation, stock, etc.) Period of Use From _____ (Mo., Day) To _____ (Mo., Day) (Both dates inclusive)

(4) .84 (CFS, GPD, AF) TOTAL QUANTITY CLAIMED.

(5) A) Point of Diversion: Give location of point where water is diverted from its source NW ¼ SE ¼ Sec. 12, Twp. 7N, Rge. 2E, B.M., Boise County

Additional Points: _____

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. Describe any changes in the system and give the date of the change. headgate with gravity ditch 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	
7N	2E	12												15			1		16
7N	2E	13					11	15											26

Total no. of acres 42

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

NOTE: Include here the type and number of stock watered: _____

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

(8) Remarks ~~(This Rt When Comb W/Rt #65-10250 Shall Prov. No More Than .02CFS/Ac. Nor More Than 3.5 AFA/Ac.)~~

(9) Basis of claim (Check one) NOTE: SEE 65-10251

☐ A) Right based on diversion and beneficial use.

☐ B) Right decreed by court, cite title of case. _____

☐ C) Right based on application, permit, license, or previous statutory claim filed with the Idaho Department of Water Resources. Give No. _____

Be it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are true and accurate to the best of (his, her, their) knowledge.

Individual

_____ (Date)

_____ (Signature of Claimant)

KEYPUNCHED alw 5-1-78

_____ (Signature of Spouse)

Organization

ep 7/6/78

State of _____ Organization

County of _____ ss. Seal

_____ (Signature of Authorized Agent)

On this _____ day of _____, in the year _____ before me a notary public, personally appeared _____ known to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they, corporation, partnership or _____) executed the same.

My commission expires 7/5/78

Notary Public residing at 3/15/78

01 WATER RIGHT NUMBER - 65-10951 02 OLD (D) NUMBER -

	LAST NAME	FIRST NAME	ORIG. OWNER
03001 - 04001 -	JOVEL	GEORGE	05001 - C
03002 - 04002 -	JOVEL	AMY R.	05002 - C
03003 - 04003 -	WALLACE	ELISABETH V.	05003 - C
03004 - 04004 -	MADARIETA	ANGEL	05004 - O
03005 - 04005 -	MADARIETA	ROSE I.	05005 - O

06 ADD LINE 1 - RT. 1 BOX 61 07 ADD LINE 2 -

08 ADD LINE 3 - 09 CITY - HORSESHOE BEND 10 STATE - ID 11 ZIP - 836290000

12 STAGE - 0 DECREE 13 STATUS -

SOURCE	TRIBUTARY OF
14001 - PORTER CREEK	15001 - PAYETTE RIVER

16 DIVERSION MEANS - HEADGATE & GRAVITY DITCH. 17 COUNTY - 15 BOISE

18 DIVERSION CAPACITY - .000 19 TOTAL DIVERSION RATE - .840 20 TOTAL DIVERSION VOLUME - .00

21 WATER DISTRICT - 65

DIVERSION POINTS

TRACT	SEC	TWN	RNG	LOT	RFLG	STREAM	INDEX	FIELDS
22001 - NWSE	23001 - 12	24001 - 07N	25001 - 02E	26001 -	27001 -			
				28001 - 0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0.0

29 NON-IRRIGATION USE -

PLACE OF USE

USE CODE / USE	TWN	RNG	SEC	TRACT	ACRES	LOT
30001 - 01 IRRIGATION	31001 - 07N	32001 - 02E	33001 - 12	34001 - SESW	35001 - 15	36001 -
30002 - 01 IRRIGATION	31002 - 07N	32002 - 02E	33002 - 12	34002 - SWSE	35002 - 01	36002 -
30003 - 01 IRRIGATION	31003 - 07N	32003 - 02E	33003 - 13	34003 - NENW	35003 - 11	36003 -
30004 - 01 IRRIGATION	31004 - 07N	32004 - 02E	33004 - 13	34004 - NWNW	35004 - 15	36004 -

TOTAL ACRES: 42

WATER USE

PERIOD FROM	PERIOD TO	USE CODE / USE	DIVERSION RATE	DIVERSION VOLUME
37001 - 0401	38001 - 1101	39001 - 01 IRRIGATION	40001 - 0.840	41001 - 0.00

42 DECREE PLAINTIFF NAME - 43 DECREE DEFENDANT NAME -

REMARKS
44001 -

APPROVAL CONDITIONS: 45001 -

46 OTHER RIGHTS FOR SAME USE -

Conversation Memo

DATE: May 19, 1989

Conversation between Helen Harrington-Thornton and
George Dovel

RE: Decreed Claims in Boise County
A65-10950
A65-10951
A65-10953

Mr. Dovel stopped in yesterday, Thursday, May 18, 1989 and asked Celia Clemons about making changes on decreed claims. She asked me to speak with him.

Mr. Dovel said that he wanted to change the priority date on several Payette decreed claims which he had received in the mail. I told him he would have to pay fees on the claims if changes of that magnitute were made. I told him to make the changes and come in at 8:00 a.m. on Friday, May 19, and I would calculate the fees for him.

He submitted seven claims. Four claims were claimed as decreed and were not changed; no fees were changed.

However, the above referenced claims contained the changes he had mentioned. I did a quick review of the changes and calculated the fees for him. In addition to changing the priority date, he had typed in "Beneficial Use" under Item 15. I asked him what his basis of claim was -- whether he was basing his claim on a decreed right or on beneficial use. He asked me to tell him which he should use. He also asked if he could lose the water right if he did not file.

I told him that he could lose the water rights if they were not claimed in this adjudic. However, I couldn't answer his questions as to whether the court would forfeit the decreed right if he claimed it as beneficial use. I told him I was not an attorney and had no idea as to how the court would view it. I told him that he had to decide what the basis of claim was.

I made copies of the attachments which he wanted to attached to the above referenced claims; made copies of the claims which changes; notarized the claims; and took the fees.

The number of attachments was changed by hand because I told him that he did not have to attached a copy of his divorce decree.

GENERAL SERVICES ADMINISTRATION
National Archives and Records Service

To all to whom these presents shall come, Greeting:

By virtue of the authority vested in me by the Administrator of General Services, I certify on his behalf, under the seal of the National Archives of the United States, that the attached reproduction(s) is a true and correct copy of documents in his custody.

SIGNATURE: Janet L Hargett	
NAME: Janet L. Hargett	DATE: 11-10-83
TITLE: Chief, General Branch	
NAME AND ADDRESS OF DEPOSITORY: Civil Archives Division, The National Archives, Washington, D. C. ~~20408~~ 20409	

GSA FORM APR 68 6791A

Appl... Feb 17.1875
Evi. L.P.D

Pat. Mar... 20th 1886
Rec Vol 1... Page 416

21—197

July 25th, 1878

I, James De Grouchy, of Brie County D.T. having filed my application, No. 817, for an entry under the provisions of the act of Congress approved May 20, 1862, entitled "An act to secure homesteads to actual settlers on the public domain," do solemnly swear, that I am a citizen of the United States and over twenty-one years of Age

that said application, No. 817, is made for the purpose of actual settlement and cultivation; that said entry is made for my own exclusive benefit and not directly or indirectly for the benefit or use of any other person or persons whomsoever; neither have I heretofore perfected or abandoned an entry made under this act.

James De Grouchy

Sworn to and subscribed this 25th day of July 1878, before

John B Mellen
Register of the Land Office.

Receiver's Duplicate Receipt, No. 817 Application No. 817

HOMESTEAD.

Receiver's Office, Boise City, I.T.

July 25th, 1878.

RECEIVED of James De Greney the sum

of fifteen dollars ~~~ cents;

being the amount of fee and compensation of Register and Receiver for the

entry of E½ SW¼ & SW¼ SW¼ 5 Sec 12 T 10 S R 10 W of Section 13 in

Township 7 S of Range 2 W & E, under

Section 2290, Revised Statutes of the United States.

James Stout

Receiver.

$16 00

NOTE.—It is required of the homestead settler that he shall reside upon and cultivate the land embraced in his homestead entry for a period of five years from the time of filing the affidavit, being also the date of entry. An abandonment of the land for more than six months works a forfeiture of the claim. Further, within two years from the expiration of the said five years he must file proof of his actual settlement and cultivation, failing to do which, his entry will be canceled. If the settler does not wish to remain five years on his tract, he can, at any time after six months, pay for it with cash or land warrants, upon making proof of settlement and cultivation from date of filing affidavit to the time of payment.

HOMESTEAD PROOF.—TESTIMONY OF WITNESS.

Elijah L. Morgan, being called as witness in support of the Homestead entry of James De Grouchy for E½ SW¼ + SW¼ SW¼ Sec. 12 & NW¼ NW¼ Sec. 13 T 7 N. R 2 E, testifies as follows:

Ques. 1.—What is your occupation and where is your residence?

Ans. Farmer & live at Horseshoe Bend, Boise Co. Idaho

Ques. 2.—Have you been well acquainted with James De Grouchy, the claimant, in this case ever since he made his homestead entry No. 817.

Ans. Yes sir.

Ques. 3.—Was claimant qualified to make said entry? (State whether the settler was a citizen of the United States, over the age of twenty-one years, or the head of a family, and whether he ever made a former homestead entry.)

Ans. He had declared his intention to become a citizen of the U.S. was over 21 years old, and I do not know that he ever made a former Homestead Entry.

Ques. 4.—When did claimant settle upon the homestead and at what date did he establish actual residence thereon? (Describe the dwelling and other improvements, giving total value thereof.)

Ans. In Nov. 1877 established residence same time. House, barn, orchard, corall, 30 acres fenced, worth $600

Ques. 5.—Have claimant and family resided continuously on the homestead since first establishing residence thereon? (If settler is unmarried, state the fact.)

Ans. Claimant has. He is a single man

Ques. 6.—For what period or periods has the settler been absent from the land since making settlement, and for what purpose; and if temporarily absent, did claimant's family reside upon and cultivate the land during such absence?

Ans. He has not been absent that I know of

Ques. 7.—How much of the homestead has the settler cultivated and for how many seasons did he raise crops thereon?

Ans. About 25 acres. Raised crops 6 years

Ques. 8.—Are there any indications of coal, salines, or minerals of any kinds on the homestead? (If so, describe what they are, and state whether the land is more valuable for agricultural than for mineral purposes.)

Ans. None that I know of

Ques. 9.—Has the claimant mortgaged, sold, or contracted to sell, any portion of said homestead?

Ans. Not that I know of

Ques. 10.—Are you interested in this claim; and do you think the settler has acted in entire good faith in perfecting this entry?

Ans. No sir, & I think settler has acted in good faith

Elijah L Morgan

I HEREBY CERTIFY that the witness is a person of respectability; that the foregoing testimony was read to him before being subscribed, and was sworn to before me this 31 day of Oct, 1884.

Malachi Kreis
Receiver.

(SEE NOTE ON FOURTH PAGE.)

ELECTRO'S.

[4–369.]

HOMESTEAD PROOF.—TESTIMONY OF WITNESS.

John Fenton, being called as witness in support of the Homestead entry of James DeGroseby for E½ NW¼ & W½ NE¼ Sec 12 & W½ NW¼ Sec 13 T 7 N. R. 2 E, testifies as follows:

Ques. 1.—What is your occupation and where is your residence?

Ans. Farmer, Horseshoe Bend, Boise Co Idaho

Ques. 2.—Have you been well acquainted with James DeGroseby, the claimant, in this case ever since he made his homestead entry No. 617?

Ans. Yes sir

Ques. 3.—Was claimant qualified to make said entry? (State whether the settler was a citizen of the United States, over the age of twenty-one years, or the head of a family, and whether he ever made a former homestead entry.)

Ans. He was as far as I know. He had declared his intention to become a citizen of the U.S. Was over 21 years, and to my knowledge he never made a former H. E.

Ques. 4.—When did claimant settle upon the homestead and at what date did he establish actual residence thereon? (Describe the dwelling and other improvements, giving total value thereof.)

Ans. Seven years ago established residence same time. Dwelling 14x16. Part barn, 30 acres fenced, worth $500

Ques. 5.—Have claimant and family resided continuously on the homestead since first establishing residence thereon? (If settler is unmarried, state the fact.)

Ans. Claimant has. He is a single man

Ques. 6.—For what period or periods has the settler been absent from the land since making settlement, and for what purpose; and if temporarily absent, did claimant's family reside upon and cultivate the land during such absence?

Ans. None that I know of

Ques. 7.—How much of the homestead has the settler cultivated and for how many seasons did he raise crops thereon?

Ans. Cultivated 20 to 25 acres. Raised Crops 6 season

Ques. 8.—Are there any indications of coal, salines, or minerals of any kinds on the homestead? (If so, describe what they are, and state whether the land is more valuable for agricultural than for mineral purposes.)

Ans. Not that I know of

Ques. 9.—Has the claimant mortgaged, sold, or contracted to sell, any portion of said homestead?

Ans. Not that I know of

Ques. 10.—Are you interested in this claim; and do you think the settler has acted in entire good faith in perfecting this entry?

Ans. I am not. I think settler has acted in good faith

John Fenton

I HEREBY CERTIFY that the witness is a person of respectability; that the foregoing testimony was read to him before being subscribed, and was sworn to before me this 31st day of Oct, 1884.

Malachi Krebs

Receiver

(SEE NOTE ON FOURTH PAGE.)

ELECTRO'S.

[4–369.]

HOMESTEAD PROOF.—TESTIMONY OF CLAIMANT.

James De Grouchy being called as a witness in his own behalf in support of homestead entry No. 817, for E½ SW¼ SW¼ SW¼ Sec. 12 & NW¼ NW¼ Sec. 13 T. 3 N. R. 4 W. testifies as follows:

Ques. 1.—What is your name—written in full and correctly spelled—your age, and post-office address?

Ans. James De Grouchy, 52 years. P.O. address, Rocky shoe Bend, Boise Co. Idaho

Ques. 2.—Are you a native of the United States, or have you been naturalized?

Ans. I am a naturalized citizen

Ques. 3.—When was your house built on the land and when did you establish actual residence therein? (Describe said house and other improvements which you have placed on the land, giving total value thereof.)

Ans. I do not know. House was on the land when I settled. Bought improvements of John Applegate. Established residence Nov. 1. 1877 Have built a barn, planted an orchard, 30 acres fenced, $500.00

Ques. 4.—Of whom does your family consist; and have you and your family resided continuously on the land since first establishing residence thereon? (If unmarried, state the fact.)

Ans. I have no family, am a single man. I have resided on the land continuously since establishing residence the

Ques. 5.—For what period or periods have you been absent from the homestead since making settlement, and for what purpose; and if temporarily absent, did your family reside upon and cultivate the land during such absence?

Ans. I have not been absent at any time

Ques. 6.—How much of the land have you cultivated and for how many seasons have you raised crops thereon?

Ans. I have cultivated 20 acres, raised crops 6 years

Ques. 7.—Are there any indications of coal, salines, or minerals of any kind on the land? (If so, describe what they are, and state whether the land is more valuable for agricultural than for mineral purposes.)

Ans. There are none

Ques. 8.—Have you ever made any other homestead entry? (If so, describe the same.)

Ans. No

Ques. 9.—Have you sold, conveyed, or mortgaged any portion of the land; and if so, to whom and for what purpose?

Ans. I have not.

James De Grouchy

I HEREBY CERTIFY that the foregoing testimony was read to the claimant before being subscribed, and was sworn to before me this 31st day of Oct 1884.

Malachi Hicks.
Receiver.

NOTE.—If naturalized, the claimant must file a certified copy of his certificate of naturalization. In a commuted homestead a foreign-born claimant, if not naturalized, must file a certified copy of his declaration of intention. In making proof, the party must surrender his original duplicate receipt, or file affidavit of its loss.

(SEE NOTE ON FOURTH PAGE.)

P-160

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.

(Seal) N. L. Fisher
Notary Public.

State of Idaho,
County of Boise } ss.

I hereby certify that this instrument was filed for record at request of L. E. Phelps at 11 minutes past 10 o'clock A. M., this 21st day of Dec. A.D. 1902.

Fee $1.25

Lee Parrott
Ex-officio Recorder.

This Indenture, Made the Twenty-fourth day of October, in the year of our Lord one thousand nine hundred and two (1902)

Between James DeGroodt, of Horseshoe Bend, Boise County, Idaho, the party of the first part, and Ida M. Hart, of Horseshoe Bend, County of Boise, 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 two thousand ($2,000.00) 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, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever, all that certain land situate in the County of Boise and State of Idaho, and described as follows, to-wit:-

The East half of the South West quarter, and the South West quarter of the South West quarter of Section Twelve (12) and the North West quarter of the North West quarter of Section thirteen (13) in Township seven (7) north of Range two (2) East of Boise Meridian, in Boise County, Idaho, containing One hundred and Sixty acres;

Also all farm implements and machinery situate on the above described land;

Also: Twenty (20) head of Stock cattle branded Circle bar three, on right shoulder and under slope on left ear;

also the stock brand above described;

Also: A certain water right known as the oldest water right taking water from Porter creek and the ditches conveying said water from said Porter Creek into the above described land.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof;

To have and to hold, all and singular, the above mentioned and described premises, and property, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

And the said party of the first part, and his heirs, the said premises and property, in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against the said party of the first part, and his 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of
H. W. Dunlap
Ada Bush.

James De Grouchy (seal)

State of Idaho, } ss.
County of Ada. }

On this Twenty-fourth day of October, in the year 1902, before me H. W. Dunlap, a Notary Public, in and for said County of Ada, and State of Idaho, personally appeared James De Grouchy, 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, this day and year in this certificate above written.

(Seal) H. W. Dunlap
Notary Public.

Filed 11/13/1902 Book 24 Deeds Pg 420-421

This Indenture Made this 24th day of October in the year of our Lord one thousand nine hundred and two between Ida M. Prout and Frank N. Prout of Horseshoe Bend, County of Boise, State of Idaho, the party of the first part, and Alfred Eoff of Boise County of Idaho 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 Five hundred fifty Dollars gold coin 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, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey, unto the said party of the second part, and to his heirs and assigns, forever all those certain lots pieces or parcels of land, situate, lying and being in the County of Boise and State of Idaho, and particularly described as follows, to wit:

The East half of the South West quarter, and the South West quarter of the South West quarter of Section Twelve (12) and the Northwest quarter of the South West quarter of Section Thirteen (13) in Township Seven (7) North of Range Two (2) East of Boise Meridian, in Boise County, Idaho, containing One hundred and sixty acres.

Also a certain Water right known as the Alder Water right taking water from Porter Creek, and the ditches conveying said water from said Porter Creek to the above described land

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This Grant is intended as a Mortgage to secure the payment of one certain promisory Note of even date herewith, executed and delivered by the said Ida M. Prout and Frank N. Prout to the said party of the second part, which Note is in words and figures following to wit:

$550.00 Boise, Idaho, October 24. 1902

On or before one year after date, for value received, we or either of us promise to pay to the order of Alfred Eoff at the Boise City National Bank, in Boise, Idaho Five hundred fifty Dollars in gold coin of the United

For Satisfaction of this Mortgage See Book S, of Mortgages Page 195

States of America, with interest thereon in like gold coin, from date until paid, at the rate of ten (10) per cent per annum.

(Signed) Ida M. Prout
Frank H. Prout.

And these presents shall be void if such payment be made, But in case default shall be made in the payments of said Principal Sum of Money, or any part thereof, as provided in said Note or if the interest be not paid as herein specified, then and from thenceforth it shall be optional with the said party of the second part, his executors, administrators, or assigns, to consider the whole of said Principal Sum expressed in said Note as immediately due and payable, although the time expressed in said Note for the payment thereof shall not have expired; and immediately to enter into and upon all and singular the above described Premises, and to sell and dispose of the same and all benefit and equity and redemption of the said parties of the first part, their heirs, executors, administrators, or assigns, according to law, and out of the Money arising from such sale to obtain the Principal and interest which shall then be due on the said Promissory Note together with the costs and charges of foreclosure suit, including reasonable Counsel fees to be fixed by the Court and also the amounts of all such payments of taxes assessments incumbrances, or insurance as may have been made by said party of the second part, his heirs, executors, administrators or assigns, by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, rendering the surplus of the Purchase Money (if any there shall be) unto the said Ida M. Prout and Frank H. Prout Parties of the first part, their heirs, executors, administrators or assigns. And the said Parties of the first part do hereby further Covenant, Promise and agree, to and with the said party of the second Part, to pay and discharge, at Maturity, all such taxes or assessments, liens or other incumbrance now subsisting, or hereafter to be laid or imposed upon said Premises or which may be in effect a prior charge thereupon to these presents; during the continuance hereof, and in default thereof, the said party of the second part

Mortgage
Book 19
P 255

INSTRUMENT NO. 21861.

THIS INDENTURE, Made this 13th day of January, in the year of our Lord one thousand nine hundred and Fifteen, by and between Frank N. Prout and Ida M. Prout, husband and wife, of the County of Boise, and State of Idaho, parties of the first part, and THE NORTHWESTERN INVESTMENT COMPANY, Ltd., a corporation organized under the laws of the State of Idaho, with its principal place of beusiness at Boise, Idaho, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars, 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 its successors and assigns FOREVER, all of the following described lot, tract, piece or parcel of land lying and situated in the County of Boise, and State of Idaho, to-wit:

The South Half of the Northeast Quarter ($S\frac{1}{2}$ $NE\frac{1}{4}$) and North Half of Southeast Quarter ($N\frac{1}{2}$ $SE\frac{1}{4}$) and East Half of Southwest Quarter ($E\frac{1}{2}$ $SW\frac{1}{4}$) and Southwest Quarter of Southwest Quarter ($SW\frac{1}{4}$ $SW\frac{1}{4}$) and Southwest Quarter of Southeast Quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$) and Southeast Quarter of Southeast Quarter ($SE\frac{1}{4}$ $SE\frac{1}{4}$) of Section Twelve (12); and part of Northwest Quarter of Northwest Quarter ($NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section Thirteen (13) all in Township Seven (7) North of Range Two (2) East of Boise Meridian, containing 391 acres, together with the water rights thereunto appertaining and belonging.-

TO HAVE AND TO HOLD the same, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, together with any and all water, water rights, irrigation ditches, aqueducts, canals, appropriations, franchises and privileges owned by said parties of the first part, or either of them, or belonging to or with, leading to, connected with, or usually hand and enjoyed in connection with said premises or any part or parcel thereof, unto the said party of the second part, and to its successors or assigns FOREVER And the said parties of the first part do hereby coveant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, that they will WARRANT and DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors or assigns FOREVER, against the lawful claim of all persons whosoever.

PROVIDED ALWAYS, and this instrument and conveyance is made upon the following conditions and agreements;

First:- Said parties of the first part are justly indebted to the party of the second part in the principal sum of, Two Thousand and no/100 Dollars, gold coin of the United States of America, of or equal to the present standard of weight and fineness, also obligated to be paid by that certain note or obligation bearing even date herewith, payable to the order of said THE NORTHWESTERN INVESTMENT COMPANY, Ltd., at its office in Boise, Idaho, on the 15th day of January, A.D. 1920, with interest thereon from date until maturity, at the rate of eight per cent per annum, payable annually on the 15th days of January in each year at its said office in such gold coin as aforesaid, and with interest at the rate of twelve per cent per annum after maturity, also payable in such gold coin as aforesaid, which semi-annual interest is evidenced by five (5) coupon notes attached to h the principal note and of even date therewith, payable to the order of said THE NORTHWESTERN INVESTMENT COMPANY Ltd., at the said office in Boise, Idaho, the parties of the first part agree to pay said principal sum and interest at the times and places herein above specified in gold coin of the United States of America of or equal to the present standard of weight and fineness.

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: **A65-10951**
Date Received: 5/19/1989
Receipt No: C006935
Received By:

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

1. Name: GEORGE DOVEL
   Address: RT 1 BOX 61
   HORSESHOE BEND ID 83629-0000

   Name: ELISABETH V WALLACE
   Address: RT 1 BOX 61
   HORSESHOE BEND ID 83629-0000

2. Date of Priority: JUN 1, 1912

3. Source: PORTER CREEK Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07N	02E	12	NW SE		BOISE
	03E	7	SW NW	2	BOISE

5. Description of diverting works:
   HEADGATE & GRAVITY DITCH. DAM, CULVERT TO CONCRETE BOXES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S (or)	A.F.A.
IRRIGATION	04/01	11/01	0.840	
STOCKWATER	01/01	12/31	0.030	

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   STOCKWATER, 100 HD.

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
07N	02E	12	SE	SW		IRR	15.0
			SW	SE		IRR	11.0
					Section Acres		26.0
		13	NE	NW		IRR	11.0
			NW	NW		IRR	5.0
					Section Acres		16.0
					Total Acres		42.0

11. Place of use in counties: BOISE

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

13. Other Water Rights Used:
NONE

14. Remarks:
SEE ATTACHED MAP. THIS CLAIM IS BASED ON DECREED RIGHTS WITH CORRECTION (SEE ATTACHMENTS).
CLAIM AMENDED PER TRANSFER #3728 APPROVED 8-31-90.
CONDITIONS OF APPROVAL ON TRANSFER ARE AS FOLLOWS:
1- USE OF WATER UNDER THIS RIGHT IS SUBJECT TO CONTROL BY THE WATERMASTER OF STATE WATER DISTRICT NO. 65-B, PORTER CREEK.
2- THE CHANGE AUTHORIZED BY THIS TRANSFER SHALL BE ACCOMPLISHED WITHIN ONE (1) YEAR OF THE DATE OF THIS APPROVAL.
3- FAILURE TO COMPLY WITH THE CONDITIONS OF THIS TRANSFER IS CAUSE FOR THE DIRECTOR TO ISSUE AN ORDER TO SHOW CAUSE WHY THE APPROVAL OF THE TRANSFER SHOULD NOT BE RESCINDED.
THIS TRANSFER AMENDED THE PRIORITY DATE BACK TO THE DATE OF THE ORIGINAL DECREE.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

of _____ 19 _____ _____
Notary Public

Seal

Residing at _____

My Commission Expires _____

Form 222
1-87

Page 1 of 8

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 3728

APPROVED

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant George Dovel or Elisabeth V. Wallace Phone 793-2768

Post Office address Rt. 1 Box 61 Horseshoe Bend, Id. 83629

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☒ Change place of use
   ☐ Change nature of use ☐ Change period of use ☐ Other

2. Describe the reason for the proposed changes Ceasing irrigation of 10 acres in NWNW 5.13 & commencing irrigation of 10 acres in SWSE 5.12. Adding a point of diversion to each right to the point where watermaster delivers water.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1.

Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use		
65-10951	June 1, 1912	.84 cfs	Irrigation	4/1	to	11/1
(see remarks)		.03 cfs	Stockwater	1/1	to	12/31
65-10953	June 1, 1946	.04 cfs	Domestic	1/1	to	12/31
					to	

2. Total amount of water being transferred .88 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water Porter Creek tributary to Payette River

4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
2		SW	NW	7	7N	3E	Boise	Watermaster delivery point, pld for both rights
		NW	SE	12	7N	2E		2nd pld for 65-10951
		SW	SW	12	7N	2E		2nd pld for 65-10953

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
								65-10951											
7N	2E	12												15			11		26
														S			S		
		13					11	S											16
							S	S											
								65-10953											
7N	2E	12											D						

Total acres 42

Transfer No. 3728

PART 1

6. General Information:

a. Description of diversion system headgate & gravity ditches; dam, culvert to concrete boxes; headgate for gravity pipeline sprinkler system.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ✓ Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. Mortgagee is A. & R. Madariaga See Attachments A & B

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

10 acres in NWNW 5.13 will no longer be irrigated.

d. Remarks:

Stockwater use is shown as clarification of assumptions in Payette Decree. "Findings of Fact" No. 12 & "Conclusions of Law" No. 7 are the basis for this. Stockwater includes 100 head. Stockwater rate is included in irrigation rate but not added to irrigation rate (.84 cfs and .03 cfs equal total of .84 cfs).

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 65-10951/10953

And said application is hereby APPROVED, subject to the following limitations and conditions:

1. Use of water under this license is subject to control by the watermaster of State Water District No. 65-B, Porter Creek. 2. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval. 3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.

Witness my hand this 31st day of August 1990.

L. Glen Saxton

Chief, Water Alloc. Bureau

Transfer No. 3728

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
   a. Decree No. 65-10951 Decreed to Angel & Rose I. Madarieta
   in case of A & C Corp, et al vs. State of Idaho
   dated Jan. 21, 1986 in 3rd Jud. District county of Gem
   b. License No. _____ issued by the Idaho Department of Water Resources.
   c. Claim No. _____ on file with the Idaho Department of Water Resources.
   d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
   ☐ Tax Notice ☑ Warranty Deed ☐ Other See Attachments A & B
3. Source of water Porter Creek tributary to Payette River
4. Date or priority June 1, 1912
5. Water is used for the following purpose:
   amount .84 cfs for Irrigation purposes from 4/1 to 11/1
   (cfs/ac-ft)
   amount (stockwater for implicit but not listed purposes from as a line item to in decree)
   (cfs/ac-ft)
   amount _____ for _____ purposes from _____ to _____
   (cfs/ac-ft)
6. Total amount of water under right .84 cubic feet per second and/or _____ acre-feet per annum.
7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		NW	SE	12	7N	2E	Boise	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
7N	2E	12												15			1		16
		13					11	15											26

Total acres 42

9. Describe any other water rights used for the same purpose as described above NONE

PART 2

Transfer No. 3728

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED ENTIRE RIGHT REMAINS UNDER ONE OWNERSHIP

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

Transfer No. 3728

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
   a. Decree No. 65-10953 Decreed to Angel & Rose I. Madariaga
   in case of A & C Corp. et al vs. State of Idaho
   dated Jan. 21, 1986 in 3rd Jud. District county of Gem
   b. License No. _____ issued by the Idaho Department of Water Resources.
   c. Claim No. _____ on file with the Idaho Department of Water Resources.
   d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
   ☐ Tax Notice ☑ Warranty Deed ☐ Other See Attachments A & B
3. Source of water Porter Creek tributary to Payette River
4. Date or priority June 1, 1946
5. Water is used for the following purpose:
   amount .04 cfs for Domestic purposes from 1/1 to 12/31
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
6. Total amount of water under right .04 cubic feet per second and/or _____ acre-feet per annum.
7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	SW	12	7N	2E	Boise	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
7N	2E	12											D						—

Total acres —

9. Describe any other water rights used for the same purpose as described above None

PART 2

Transfer No. 3728

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED ENTIRE RIGHT REMAINS UNDER ONE OWNERSHIP
(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

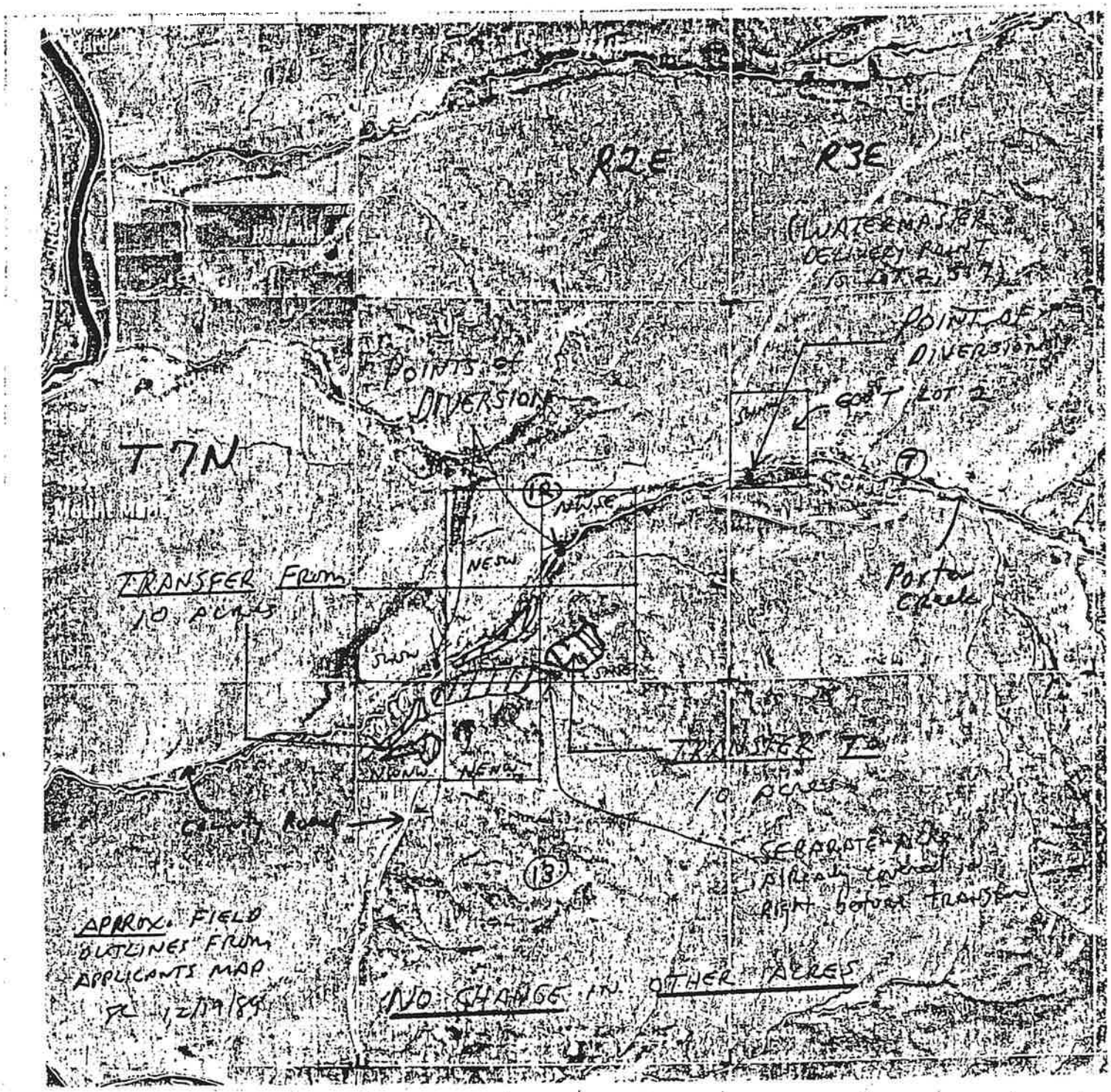
Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

Transfer No. 3728

PART 3

B. CHANGES IN NATURE OF USE N/A

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

George Davel
(Signature of Applicant)

Subscribed and sworn to before me this 22nd day of January, 19 90.

David R. Tuttrell Jr.
(Notary Public)

My commission expires 9/15/1994

FOR DEPARTMENT USE ONLY ORIGINAL received by ORT 11/22/89, Revised version recd by SL 1/22/90

Transfer contains 8 pages and 2 attachments

Received by SL Date 1/22/90 Protest filed by

Prelim. check by SL Fee *50 W006773

Receipted by ORT Date 11/22/1989

Published in Idaho World Copies of protest forwarded by

Pub. dates 2/7 & 2/14/90 Hearing held by Date

Watermaster recommendation requested on Recommended for ☒ approval ☐ denial

rec'd. 5/23/1990 by DRT

Copy of transfer sent to lien holder

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: **A65-10951**
Date Received: 5/19/1989
Receipt No: C006935
Received By: DF. JOH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GEORGE DOVEL
   Address: RT. 1 BOX 61
   HORSESHOE BEND, ID 83629-0000

   Name: ELISABETH V. WALLACE
   Address: RT. 1 BOX 61
   HORSESHOE BEND, ID 83629-0000

2. Date of Priority: JUN 01, 1878

3. Source: PORTER CREEK Trib. to: PAYETTE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07N	02E	12	NW SE		BOISE
	03E	7	SW NW		BOISE

5. Description of diverting works:
   HEADGATE & GRAVITY DITCH. DAM, CULVERT TO CONCRETE BOXES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S (or)	A.F.A.
IRRIGATION	04/01	11/01	0.840	
STOCKWATER	01/01	12/31	0.030	

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   S/100 HEAD CATTLE

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
07N	02E	12	SE	SW		IRR	15.0
			SW	SE		IRR	1.0
					Section Acres		16.0
		13	NE	NW		IRR	3.0
			NW	NW		IRR	15.0
					Section Acres		18.0
					Total Acres		34.0

11. Place of use in counties: BOISE

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

13. Other Water Rights Used:
NONE

14. Remarks:
SEE ATTACHED MAP. THIS CLAIM IS BASED ON DECREED RIGHTS WITH CORRECTION (SEE ATTACHMENTS).

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

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: 65-10951
DATE RECEIVED: 5-19-89
RECEIPT NO: C006935
RECEIVED BY: RAD

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. NAME: GEORGE DOVEL
ADDRESS: RT. 1 BOX 61
HORSESHOE BEND, ID 83629-0000

NAME: ~~ANNXXRXXDOVEL~~
ADDRESS: ~~RTXXXXXBOXXX61~~
~~HORSESHOE BEND, ID~~ ~~83629-0000~~

NAME: ELISABETH V. WALLACE
ADDRESS: RT. 1 BOX 61
HORSESHOE BEND, ID 83629-0000

2. DATE OF PRIORITY: JUN 01, ~~1912~~ 1878

3. SOURCE: PORTER CREEK TRIB. TO: PAYETTE RIVER

4. POINT OF DIVERSION:

TOWNSHIP	RANGE	SECTION	1/4 OF 1/4 OF 1/4	LOT	COUNTY
07N	02E	12	NW SE		BOISE
	03E	7	SW NW		BOISE

5. DESCRIPTION OF DIVERTING WORKS:
HEADGATE & GRAVITY DITCH.
Dam, culvert to concrete boxes & PVC gravity head mainline

6. WATER IS USED FOR THE FOLLOWING PURPOSES:

PURPOSE	FROM	TO	C.F.S	(OR)	A.F.A.
IRRIGATION	04/01	11/01	0.840		
Stockwater	01/01	12/31			

7. TOTAL QUANTITY APPROPRIATED IS:
0.840 C.F.S. (AND/OR) A.F.A.

8. TOTAL CONSUMPTIVE USE IS ACRE FEET PER ANNUM.

9. NON-IRRIGATION USES: Stockwater for 100 head cattle

10. PLACE OF USE:

TOWNSHIP	RANGE	SECTION	1/4	OF 1/4	LOT	USE	ACRES
07N	02E	12	SE	SW		IRR	15.0
			SW	SE		IRR	1.0
					SECTION ACRES		16.0
		13	NE	NW		IRR	~~11.0~~ 3.0
			NW	NW		IRR	15.0
					SECTION ACRES		~~26.0~~ 18.0
					TOTAL ACRES		~~42.0~~ 34.0

11. PLACE OF USE IN COUNTIES: BOISE, BOISE

12. DO YOU OWN THE PROPERTY LISTED ABOVE AS PLACE OF USE? YES, ~~except for approximately 8 of the 11 acres in the NE¼ of the NW¼ of S13 which has not been irrigated with this right by us~~

13. OTHER WATER RIGHTS USED: None

None

14. REMARKS:

15. BASIS OF CLAIM: ~~DECREED~~ Beneficial Use ~~22~~
CASE NUMBER:
COURT :
DECREE DATE: 1/21/1986

STATE OF IDAHO
DECREE PLAINTIFF
VS
A & C CORP., ET AL.
DECREE DEFENDANT

Beneficial Use

Remarks: See attached map

This claim is based on decreed rights with correction (see attachments) ~~22~~


Mount Marie
Payment
Rapids

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: Five

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): George W. Dovel DATE: May 16, 1989

_____ DATE: _____

FOR ORGANIZATIONS:

I DO SOLEMNLY SWEAR OR AFFIRM THAT I AM _____ OF
TITLE
_____, THAT I HAVE SIGNED THE FOREGOING
ORGANIZATION
DOCUMENT IN THE SPACE BELOW AS _____ OF
TITLE
_____ AND THAT THE STATEMENTS CONTAINED IN THE
ORGANIZATION
FOREGOING DOCUMENT ARE TRUE AND CORRECT.

_____
SIGNATURE OF AUTHORIZED AGENT

_____
TITLE AND ORGANIZATION

_____
DATE

STATE OF IDAHO)
) SS.
COUNTY OF Ada)

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 16th DAY OF May 19 ____

Helen Harrington
NOTARY PUBLIC

SEAL

RESIDING AT Helen Harrington, Notary Public Residing at Boise, Idaho

MY COMMISSION My Commission Expires December 1, 1994