

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

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A37-13205					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

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

Michael Lynch

2117 North 23rd Street, Boise, ID 83702

4. New Owner/Claimant(s)

RODNEY R. GONZALES

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

Route, 1 Box 1056

City, State and ZIP Code

Fairfield, ID 83327

New Telephone Number

208 764-2033

5. Date you acquired the property

2/7/2003

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MAR 19 2003

Department of Water Resources
 Southern District

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

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

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

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

(Signature)

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

For Office Use Only

Received by [Signature] Date 3/19/03 Fee 25.00
 Received by [Signature] Date 3/19/03 Receipt No. 5025585
 Processed by AJ Date _____ WR _____ Date _____

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Department of Water Resources
Southern Region

NONMERGERWARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this _____ day of January 03, between Michael Lynch, a single man, the Mortgagor, and Rodney R. Gonsales, a married man as sole and separate property, whose mailing address is RT. 1 Box 1056, Fairfield, Idaho 83327, the Mortgagee.

WITNESSETH, that for and in consideration of the covenants hereinafter contained, the avoidance of the costs and expense of foreclosure litigation, the payment by Grantee of C title insurance premiums and recording and transfer fees, costs and expenses, and other good and valuable consideration, the Grantor does by these presents grant, convey and warrant forever unto the Grantee, and to his successors and assigns, the following property to-wit:

SEE EXHIBIT "A"

ALL SITUATE IN County of Camas, State of Idaho, subject to rights of way and easements for roads, utilities and irrigation ditches as same exist or appear of record, unpaid real property taxes, and Mortgage to Mortgagee dated November 18, 1999, and recorded November 18, 1999.

TOGETHER WITH all water and water rights of every kind and description and however evidenced, used upon or appurtenant to said property, which in any manner entitle Mortgagor to water.

TOGETHER WITH any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Mortgagee, and to his successors and assigns forever. Mortgagor covenants with Mortgagee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Mortgagor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to Mortgagee at Grantee's expense, any further assurance of the same that may be reasonably required; and that Mortgagor will warrant to Mortgagee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.

This deed is absolute in effect and conveys fee simple title of the property above-described to the Mortgagee and does not operate as a rescission or as a mortgage, trust conveyance, or security agreement of any kind.

Mortgagee's acceptance of this conveyance is conditioned upon there being no liens against the property, except for those set forth above.

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Department of Water Resources
Southern Region

This deed does not effect a merger of the fee ownership and the lien of the mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to affect the subrogation rights of any third parties.

By acceptance of this deed, Mortgagee covenants and agrees that it shall not enforce any judgment against Mortgagor for the indebtedness evidenced by the promissory note secured by that certain Deed of Trust executed by Michael Lynch, to Rodney R. Gonsales, dated November 18, 1999, and recorded on November 18, 1999, as instrument no. 75815 in the official records of Camas County, Idaho. This deed shall not operate to preclude Mortgagee from proceeding in any action to enforce the Mortgage but shall preclude Mortgagee from obtaining a deficiency judgment against him.

Mortgagor does hereby waive, surrender, convey, and relinquish any equity or redemption and statutory rights of redemption concerning the property and Mortgage, above.

Mortgagor hereby surrenders and delivers possession of the property to Mortgagee.

Mortgagor declares that his conveyance is freely and fairly made, and Mortgagor is not acting under any misapprehension as to the legal effect of this deed, nor under any duress, undue influence, or misrepresentation of Mortgagee, his agent, or attorney or any other person.

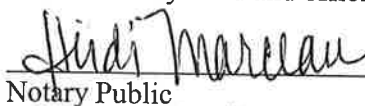
IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand the day and year first above written.


Michael Lynch

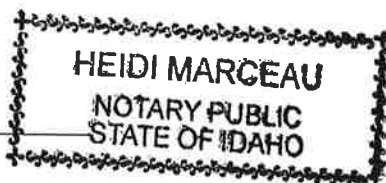
State of Idaho }
County of Ada } ss.
}

On this 7 day of Feb, in the year 2003, before me, the undersigned, a notary public in and for said state, personally appeared Michael Lynch, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.


Notary Public

Residing At: Boise
Commission Expires: 6-20-08



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Department of Water Resources
Southern Region

EXHIBIT "A"

Township 1 North, Range 12, East of the Boise Meridian, Camas County, Idaho

Section 36: The Southwest Quarter of the Northeast Quarter, also known as Lot 3; and the Southeast Quarter of the Northeast Quarter, also known as Lot 4

SUBJECT TO County Road rights of way along the East boundary of the Southeast Quarter of the Northeast Quarter of said Section 36.

075873

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MAR 1 2004

Department of Water Resources
Southern Region

Recorded at the Request of

CAMAS TITLE
at 3:30 P M
2-14, 2003
in Book 33 Page 417
of DEEDS

ROLLIE BENNETT

CAMAS COUNTY RECORDER

By [Signature]
Fees \$ 9.00

RECEIVED
MAR 19 2003
Department of Water Resources
Bozeman, Montana

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that

Rodney R. Gonsales

does hereby certify and declare that a certain Mortgage bearing the date of

November 16, 1999 made and executed by

Michael Lynch, a single man

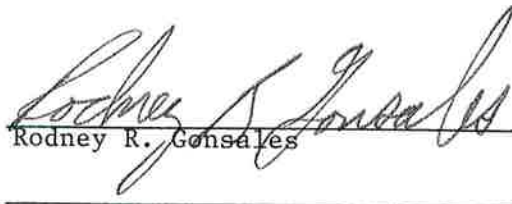
to

Rodney R. Gonsales, a married man as his sole and seperate property

recorded November 18, 1999 as Instrument No. 73556, records of

Camas County, Idaho, together with the debt thereby secured, is fully

paid, satisfied and discharged.


Rodney R. Gonsales

STATE OF IDAHO

)

) SS.

County of Gooding

)

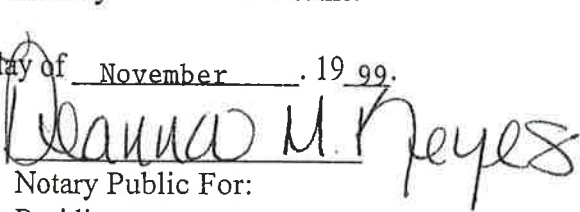
On this 18th day of November, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared

Rodney R. Gonsales

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal this 18th day of November, 1999.




Notary Public For:

Residing at: Wende11, ID.

Commission Expires: 3-22-02

**ESTOPPEL CERTIFICATE FORM OF INDIVIDUAL GIVING
DEED IN LIEU OF FORECLOSURE**

STATE OF IDAHO)

COUNTY OF TWIN FALLS)

Michael Lynch, being first duly sworn, for herself, deposes and says: That she is the identical party who made, executed, and delivered that certain deed to Rodney R Gonsales, dated the 18th day of November, 1999, conveying the following described property, to-wit:

SEE EXHIBIT "A"

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant as grantor in said deed to convey, and by said deed these affiant did convey to the grantee therein all her right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the grantee;

That in the execution and delivery of said deed, affiant was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponent; that at the time it was given there was no other person or persons, firms or corporation, other than the grantee therein named interested, either directly or indirectly in said premises; that this deponent is solvent and has no other creditors whose rights would be prejudiced by such conveyance, and that deponent is not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said deed;

That the consideration for said deed was and is payment to affiant of the sum of \$63,750.00 by grantee and the full cancellation of all debts, obligations, costs, and charges secured by that certain mortgage heretofore existing on said property executed by Michael Lynch, mortgagor, to Rodney R. Gonsales, as mortgagee, dated the 18th day of November, 1999, and recorded as Instrument No. 73556 Camas County, State of Idaho, and the release of record of said mortgage; and that at the time of making said deed affiant believed and now believe that the aforesaid consideration therefore represents the fair market value of the property so deeded;

This affidavit is made for the protection and benefit of the grantee in said deed, their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described;

That affiant will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.


Michael Lynch

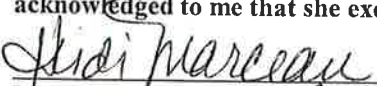
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MAR 19 2003

Department of Water Resources
Boise, Idaho

STATE OF IDAHO,
COUNTY OF TWIN FALLS

On this 7 day of Feb, 2003, before me, a Notary Public in and for said State, personally appeared Michael Lynch, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.


Notary Public Residing: Boise
Commission Expires: 6-30-08

HEIDI MARCEAU
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT "A"

Township 1 North, Range 12, East of the Boise Meridian, Camas County, Idaho

Section 36: The Southwest Quarter of the Northeast Quarter, also known as Lot 3; and the Southeast Quarter of the Northeast Quarter, also known as Lot 4

SUBJECT TO County Road rights of way along the East boundary of the Southeast Quarter of the Northeast Quarter of said Section 36.

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MAR 19 2003

Department of Water Resources
Bozeman, Montana

Recorded at the Request of

CAMAS TITLE
at 3:15 P M
2-14, 2003
in Book 31 Page 269
of MORTGAGE

ROLLIE BENNETT

CAMAS COUNTY RECORDER

By *[Signature]*
Fees \$ 6.00

Rodney Ray Gonsales
Route 1, Box 1056
Fairfield, ID 83327
(208) 764-3904

March 14, 2003

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

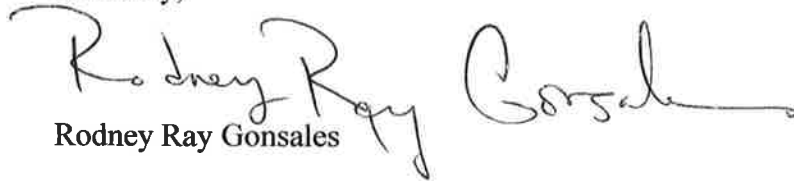
To Whom It May Concern:

Enclosed are the documents and my \$25.00 check in order to transfer Water Right No. A37-13205.

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

Thank you.

Sincerely,


Rodney Ray Gonsales

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MAR 19 2003

Department of Water Resources
Southern Region

RECEIVED

JUN -7 2000

Department of Water Resources
Southern Region

AFFIDAVIT

STATE OF IDAHO)
) ss
County of Ada)

SHERRY A. BRAIN, being first duly sworn on oath, deposes and says:

1. That Maxine Elliot Weeks, as shown in Death Certificate recorded June 23, 1998, as Instrument No. 71929, records of Camas County, Idaho, is the same person as Maxine E. Ashmead who reserved a Life Estate in Warranty Deed recorded November 19, 1949, in Book 18 Deeds Page 433 as Instrument No. 28624, records of Camas County;

2. That Darwood Elmer Ashmead died on April 20, 1971, in Nampa, Idaho; and that Affiant and Decedent were married on March 27, 1964;

3. That said Decedent died intestate, having failed at any time to execute a Last Will And Testament;

4. That the living heirs at the date of the death of said Decedent are as follows:

Sherry A. Brain, Spouse
Jeanna R. Saunders, Daughter
Darwood Ashmead, Son
Lorena Wallman, Daughter
Clarissa Johnson, Daughter

5. That no administration of said Decedent's estate has been previously commenced;

6. That there are no unpaid debts and creditors of said Decedent owing in this State. The said Decedent owned an interest at the date of his death in and to that certain real property, more particularly described as follows, to wit:

East Half of the Northeast Quarter (E 1/2 NE 1/4) of Section 36, Township 1 North, Range 12 E.B.M.;

Lots 3 and 4 and the East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section 31, Township 1 North, Range 13 E.B.M.; and

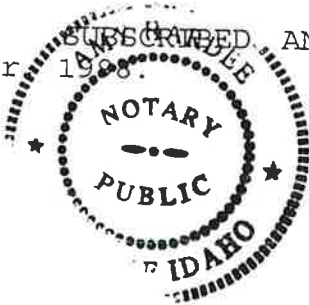
West Half of the Northeast Quarter (W 1/2 NE 1/4) of Section 36, Township 1 North, Range 12 E.B.M.

7. That above real property is the property of Affiant and the living heirs above-named.

DATED this 10th day of December, 1998.

Sherry A. Brain
SHERRY A. BRAIN

SUBSCRIBED AND SWORN TO before me this 10th day of December 1998.



Amy Rhodes
Notary Public for Idaho
Residing at Boise, Idaho
Comm. Expires: 12/12/2001

Order No. C980107

WARRANTY DEED

For Value Received

SHERRY A. BRAIN, a married woman as her sole and separate property,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

RODNEY R. GONSALES, a married man as his sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in **CAMAS** County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: West Half of the Northeast Quarter, Southeast Quarter of the Northeast Quarter,

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 4.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 12/16/98

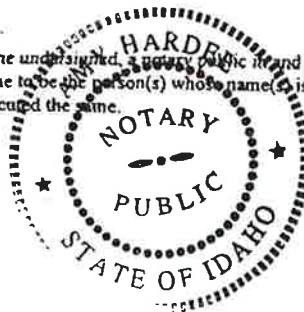
Sherry A. Brain
SHERRY A. BRAIN

State of IDAHO }
County of } ss.

On this 16th day of December, in the year 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared **SHERRY A. BRAIN**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Romy Hardie
Notary Public
Residing At: Boise, Idaho
Commission Expires: 12/16/2001



Order No. C980107

WARRANTY DEED

For Value Received

LORENA WALLMAN, a married woman as her sole and separate property,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

RODNEY R. GONSALES, a married man as his sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in CAMAS County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: West Half of the Northeast Quarter, Southeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 4.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:

Lorena M. Wallman
LORENA WALLMAN

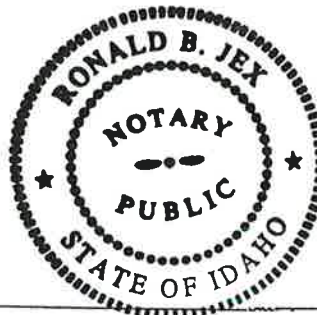
State of IDAHO

County of Blaine

On this 16 day of December, in the year 1998, before me, the undersigned, a notary public in and for said state, personally appeared LORENA WALLMAN, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Ronald B. Jex
Notary Public
Residing At: *Hailey Idaho*
Commission Expires: *2003*



Order No. C980107

WARRANTY DEED

For Value Received

DARWOOD ASHMEAD, a single man,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

RODNEY R. GONSALES, a married man as his sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in CAMAS County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: West Half of the Northeast Quarter, Southeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 4.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:

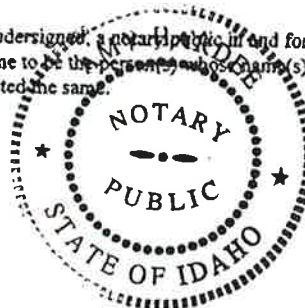

DARWOOD ASHMEAD

State of IDAHO)
) ss.
 County of)

On this 16th day of December, in the year 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared **DARWOOD ASHMEAD**, known or identified to me to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.


 Notary Public
 Residing At: Boise, Idaho
 Commission Expires: 12/19/2001



Order No. C980107

WARRANTY DEED

For Value Received

JEANNA R. SAUNDERS, a single woman,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

RODNEY R. GONSALES, a married man as his sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in CAMAS County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: West Half of the Northeast Quarter, Southeast Quarter of the Northeast Quarter,

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 4.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:

Jeanna R. Saunders
JEANNA R. SAUNDERS

State of IDAHO }
County of } ss.

On this 16th day of December, in the year 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared JEANNA R. SAUNDERS, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Amy Kudo
Notary Public
Residing At: *Boise, Idaho*
Commission Expires: *12/19/2001*



Order No. C980107

WARRANTY DEED

For Value Received

CLARISSA JOHNSON, a married woman as her sole and separate property,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

RODNEY R. GONSALES, a married man as his sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in **CAMAS** County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 16: West Half of the Northeast Quarter, Southeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 4.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:

Clarissa Johnson
CLARISSA JOHNSON

Oregon
 State of **IDAHO**

County of **Morrow**

On this 16 day of December, in the year 1998, before me, the undersigned, a notary public in and for said state, personally appeared **CLARISSA JOHNSON**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Tricia L. Gunderson
 Notary Public
 Residing At: **Heppner OR 97836**
 Commission Expires: **3-10-2001**



Order No. C980107

WARRANTY DEED

For Value Received

SHERRY A. BRAIN, a married woman as her sole and separate property,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

MELANIE GONSALES, a married woman as her sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in CAMAS County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: Northeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 3 and the East Half of the Southwest Quarter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 12/16/98

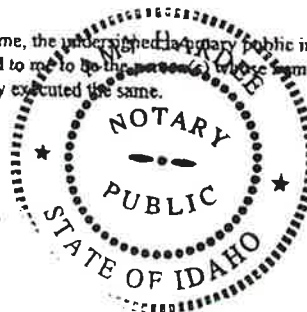
Sherry A. Brain
SHERRY A. BRAIN

State of IDAHO }
 } ss.
County of }

On this 11th day of December, in the year 1998, before me, the undersigned Notary Public in and for said state, personally appeared **SHERRY A. BRAIN**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Amy Hardie
Notary Public
Residing At: Boise, Idaho
Commission Expires: 12/10/2001



Order No. C980107

WARRANTY DEED

For Value Received

LORENA WALLMAN, a married woman as her sole and separate property,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

MELANIE GONSALES, a married woman as her sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in CAMAS County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: Northeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 3 and the East Half of the Southwest Quarter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:

Lorena M. Wallman
LORENA WALLMAN

State of IDAHO

County of

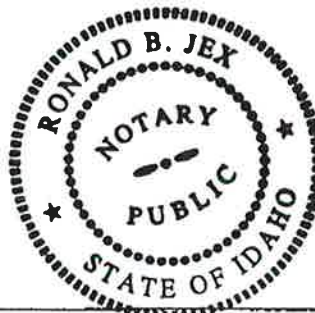
Blaine

}

On this 16 day of December, in the year 1998, before me, the undersigned, a notary public in and for said state, personally appeared **LORENA WALLMAN**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal

Ronald B. Jex
Notary Public
Residing At: *Hailey Idaho*
Commission Expires: *2003*



Order No. C980107

WARRANTY DEED

For Value Received

DARWOOD ASHMEAD, a single man,

the grantor(s). do(es) hereby Grant, Bargain Sell, and Convey unto

MELANIE GONSALES, a married woman as her sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in CAMAS County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: Northeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 3 and the East Half of the Southwest Quarter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:


DARWOOD ASHMEAD

State of IDAHO

}

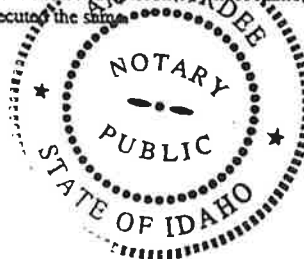
} ss.

County of

}

On this 16th day of December, in the year 1998, before me, the undersigned, a notary public in and for said state, personally appeared DARWOOD ASHMEAD, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.


Notary Public
Residing At: Boise, Idaho
Commission Expires: 10/10/2001

WARRANTY DEED

For Value Received

JEANNA R. SAUNDERS, a single woman,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

MELANIE GONSALES, a married woman as her sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in CAMAS County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: Northeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 3 and the East Half of the Southwest Quarter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:

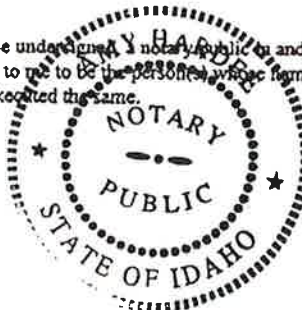
Jeanna R. Saunders
JEANNA R. SAUNDERS

State of IDAHO)
) ss.
County of)

On this 16th day of December, in the year 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared JEANNA R. SAUNDERS, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Amy Hardie
Notary Public
Residing At: Boise, Idaho
Commission Expires: 10/10/2001



Order No. C98016

WARRANTY DEED

For Value Received

CLARISSA JOHNSON, a married woman as her sole and separate property,

the grantor(s), do(es) hereby Grant, Bargain Sell, and Convey unto

MELANIE GONSALES, a married woman as her sole and separate property,

the grantee(s), whose current address is: Route 1, Box 1056, Fairfield, Idaho, 83327

the following described real estate, situated in **CAMAS** County, Idaho, to-wit:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: Northeast Quarter of the Northeast Quarter;

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Lot 3 and the East Half of the Southwest Quarter.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated:

Clarissa Johnson
CLARISSA JOHNSON

State of Oregon)
 County of Morrow) ss.

On this 16 day of December, in the year 1998, before me, the undersigned, a notary public in and for said state, personally appeared **CLARISSA JOHNSON**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Tricia L Gunderson
 Notary Public
 Residing At: Heppner OR
 Commission Expires: 3-10-2001





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

**DIRK KEMPTHORNE
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

May 19, 2000

DeNENE DIXON, Escrow Assistant
GOODING TITLE & ESCROW
PO BOX 446
GOODING ID 83330

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-13205 for MICHAEL
Lynch and Order No. C990118

Dear DeNene:

Thank you for returning the NEW PROPERTY OWNER NOTICE OF CHANGE OF
WATER RIGHT OWNERSHIP form. Our records, however, show the claim to be in the
name of MAXINES WEEKS AND ARLIN N ASHMEAD, not RODNEY GONSALES.
Since the documents you provided show transfer from the RODNEY GONSALES to
MICHAEL LYNCH, we need some kind of proof which transferred the property from
WEEKS AND ASHMEAD to RODNEY GONSALES.

I apologize for this delay and hope that obtaining these documents
won't prove too difficult, but should you have any questions in this matter, please feel free
to give me a call at the office (736-3033).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cheryl Timm', written over a horizontal line.

Cheryl Timm
SRBA Records Clerk

CC: Michael Lynch

Enc: Self-Addressed Envelope, Proof Report of the above referenced claim

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

RECEIVED

NOV 21 1989

Ident. Number: A37-13205
Date Received: 10/25/1989 10/27/89
Receipt No: 100-6567
Received By: HLR

Department of Water Resources
Southern Region Office
NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MAXINE WEEKS
Address: 1210 HOWARD ST.
BOISE, ID 83706 208-342-7004
OR
Name: ARLIN N. ASHMEAD
Address: P.O. BOX 346
FAIRFIELD, ID 83327 208-764-2446

2. Date of Priority: JUN 01, 1965
3. Source: SPRINGS (2) Trib. to: SINKS

4. Point of Diversion:
Township 01N Range 12E Section 36 1/4 of 1/4 of 1/4 Lot County
NW NE NE CAMAS
NW NE NE CAMAS

5. Description of diverting works:
DEVELOPED SPRINGS WITH DUG BUMPS FOR STOCKWATER.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.030		

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

8. Total consumptive use is
A.F.A.
Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER FOR UP TO 100 HEAD MIXED.

A37-13205

Page

10 25 89

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01N	12E	34	NE	NE	STOCK	
		36	NW	NE	STOCK	

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:
N/A

14. Remarks:

P/D'S & P/U'S ARE IN AN AREA MANAGED AS ONE PASTURE UNIT.

15. Basis of Claim: BENEFICIAL USE

A37-13205

Page

32x1

16. Signature(s)

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

Number of attachments: _____

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): Maxine Weeks Date: 10-27-89

State of Idaho

County of ADA } ss.

Subscribed and sworn (or affirmed) before me this 27 day
of Oct 19 89

Seal

Ron Howerton
Notary Public

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

A37-13205

Page

Date: 10/25/89

**STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES**

RECEIVED
NOV 23 1999
Department of Water Resources
Southern Basin

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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).: A37-13205
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 for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant Rodney R. Gonsales, RT 1 Box 1056,
Fairfield, ID 83327

4. New Owner/Claimant(s) Michael Lynch
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 2117 North 23rd Street, Boise, ID 83702
City, State and ZIP Code _____
New Telephone Number () _____

5. Date you acquired the property November 18, 1999

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) Michael Lynch
(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..

AJ5809NP
No. 37-13205

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/06/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MAXINE WEEKS	06/01/1965	STOCKWATER	01-01 12-31	0.03 CFS	
C	ARLIN N ASHMEAD					
TOTAL DIVERSION:					0.03 CFS	

Water Source: SPRINGS

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion: T01N R12E S36 NWNENE NWNWNE CAMAS County

Place of use Legal Description for: STOCKWATER

				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	:
01N	12E	34	:	S				:					:					:					:
01N	12E	36	:		S			:					:					:					:

POU County: CAMAS

Other Rights: N/A

Conditions of Approval:

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

Remarks: EXP STOCKWATER, 100 HEAD
PARCEL NO. RP01N12E360100
SOURCE CONSIST OF TWO SPRINGS

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

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

May 6, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RODNEY GONSALES
RT 1 BOX 1056
FAIRFIELD ID 83327

RE: ADJUDICATION CLAIM NOS. A37-13205

Dear Mr. Gonsales:

The department has been notified that you may be the present owner of the property to which the above adjudication claim is appurtenant. In order to change our records to reflect your ownership of the property, it will be necessary for you to complete the enclosed NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Please complete it per the instructions on the back of the form, attach the required information and return them to me in the enclosed self-addressed envelope. I will then make the changes in our computer records and forward copies back to you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Trish Fawcett', written in a cursive style.

Trish Fawcett
Technical Records Specialist

/tf
Enclosures

WARRANTY DEED

For Value Received

Rodney R. Gonsales,
A married man dealing with his sole and separate property

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

Michael Lynch,
A Single Man.

the grantee(s), whose current address is

2117 NORTH 23RD STREET, BOISE, ID 83702

the following described premises, to-wit:

Township 1 North, Range 12, East of the Boise Meridian, Camas County,
Idaho

Section 36: The Southwest Quarter of the Northeast Quarter, also known
as Lot 3; and the Southeast Quarter of the Northeast Quarter, also known
as Lot 4.

SUBJECT TO County Road rights of way along the East boundary of the
Southeast Quarter of the Northeast Quarter of said Section 36.

TOGETHER WITH water right number #A37-13205 with the Idaho Department
of Water Resources.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: November 18, 1999

Rodney R. Gonsales
 RODNEY R. GONSALES

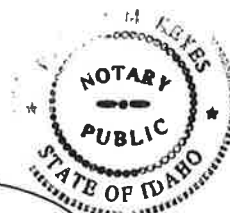
73555
 Recorded at the Request of
Gonding Title
 at 1:20 PM
November 18, 1999
 in Book 31 Page 571
 of Deeds
 ROLLIE BENNETT
 CAMAS COUNTY RECORDER
 By Koree Blodgett
 Fees \$ 3.00

STATE OF IDAHO
 COUNTY OF CAMAS

On This 18th day of NOVEMBER, in the year 1999, before me, a Notary Public in and for said State, personally appeared **Rodney R. Gonsales**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Diana H. Neely
 Notary Public of Idaho
 Residing at WENDELL, Idaho
 Commission Expires: 03/22/02





GOODING
TITLE & ESCROW
COMPANY

November 22, 1999

RECEIVED
NOV 23 1999
Department of Water Resources
Southern Region

Dept. of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

Re: A37-13205

Dear Sir or Madame:

Enclosed please find a Notice of Change of Water Right Ownership to be filed with your office. Also I am enclosing a copy of the recorded Warranty Deed along with recent correspondence in connection with this claim.

If you need anything further, please do not hesitate to contact our office.

Sincerely,

GOODING TITLE & ESCROW CO.

DeNene M. Dixon
Escrow Assistant

/dmd
Encl.

RECEIVED
NOV 23 1999
Department of Water Resources
Southern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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):: A37-13205
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 for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Rodney R. Gonsales, RT 1 Box 1056,
Fairfield, ID 83327
4. New Owner/Claimant(s) Michael Lynch
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 2117 North 23rd Street, Boise, ID 83702
City, State and ZIP Code _____
New Telephone Number () _____
5. Date you acquired the property November 18, 1999
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Michael Lynch
(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..

WARRANTY DEED

For Value Received

Rodney R. Gonsales,
A married man dealing with his sole and seperate property

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

Michael Lynch,
A Single Man.

the grantee(s), whose current address is

2117 NORTH 23RD STREET, BOISE, ID 83702

the following described premises, to-wit:

Township 1 North, Range 12, East of the Boise Meridian, Camas County,
Idaho

Section 36: The Southwest Quarter of the Northeast Quarter, also known
as Lot 3; and the Southeast Quarter of the Northeast Quarter, also known
as Lot 4.

SUBJECT TO County Road rights of way along the East boundary of the
Southeast Quarter of the Northeast Quarter of said Section 36.

TOGETHER WITH water right number #A37-13205 with the Idaho Department
of Water Resources.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/her/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated: November 18, 1999

Rodney R. Gonsales
 RODNEY R. GONSALES

73555
 Recorded at the Request of
Gooding Title
 at *1:20 PM*
November 18, 1999
 in Book *31* Page *571*
 of *Deeds*

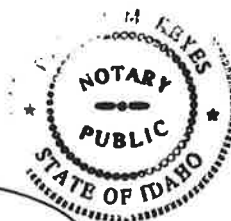
ROLLIE BENNETT
 CAMAS COUNTY RECORDER
 By *Koree Blodgett*
 Fees \$ *3.00*

STATE OF IDAHO
 : ss
 COUNTY OF CAMAS

On This *18th* day of NOVEMBER, in the year 1999, before me, a Notary Public in and for said State, personally appeared **Rodney R. Gonsales**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Diana H. Neups
 Notary Public of Idaho
 Residing at WENDELL, Idaho
 Commission Expires: 03/22/02



STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED
MAY 12 1999
Department of Water Resources
Southern 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):

Adjudication Claim No(s):

A37-13205

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

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

3. Name and Address of Former Owner/Claimant

ARLEN N Ashmead/MAXINE WEEKS
P.O. Box 346 FAIRFIELD IDAHO 83327

4. New Owner/Claimant(s)

Rodney RAY GONSALES, MELANIE GONSALES

Name/Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

Rt 1 Box 1056

City, State and ZIP Code

FAIRFIELD IDAHO 83327

New Telephone Number

(208) 764-2033

5. Date you acquired the property

12/21/98

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate -0-

Number and type of stock 100 Head Beef

Diversion rate in CFS 0.53

Number of homes -0-

Other uses WATER TREES + YARD

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

Rodney Ray Gonzales
Melanie Gonzales

(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..

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

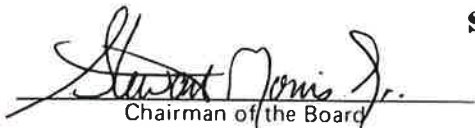
GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.


Chairman of the Board

STEWART TITLE
GUARANTY COMPANY


President

Countersigned:


Authorized Signatory

Camas County Title, LLC
Company Fairfield, Idaho 83327

City, State



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly

reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

CONDITIONS AND STIPULATIONS Continued
(continued and concluded from reverse side of Policy Face)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters, when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P. O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE
GUARANTY COMPANY

ESTABLISHED 1893
INCORPORATED 1908

A NAME
RECOGNIZED NATIONALLY
AS BEING
SYNONYMOUS WITH

QUALITY



Sanctity of Contract

STEWART TITLE
GUARANTY COMPANY

P.O. Box 2029
Houston, Texas 77252

**POLICY
OF
TITLE
INSURANCE**

SCHEDULE A

Order No.: C980107

Policy No: O-9993-1046425

Date of Policy: December 21, 1998 @ 4:30 P.M.

Amount of Insurance: \$165,000.00

Premium Amount: \$760.00

1. Name of Insured:

RODNEY R. GONSALES and MELANIE GONSALES

2. The estate of interest in the land which is encumbered by the insured mortgage is:

FEE SIMPLE

3. Title to the estate of interest in the land is vested in:

RODNEY R. GONSALES, a married man as his sole and separate property, as to Parcel 1; and MELANIE GONSALES, a married woman as her sole and separate property, as to Parcel 2.

4. The land referred to in this policy is described as follows:

See Attached Exhibit "A"

EXHIBIT A
C980107/GONSALES

Parcel 1:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: The West one-half of the Northeast Quarter; and the Southeast Quarter of the Northeast Quarter

NWNE
SWNE
SENE

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Government Lot 4.

Parcel 2:

Township 1 North, Range 12 East of the Boise Meridian, Camas County, Idaho

Section 36: The Northeast Quarter of the Northeast Quarter

NENE

Township 1 North, Range 13 East of the Boise Meridian, Camas County, Idaho

Section 31: Government Lot 3; and the East one-half of the Southwest Quarter.

SCHEDULE B

Order Number: C980107

Policy No.: O-9993-1046425

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees, or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
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. Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
6. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
7. Reservations contained in Patent from the United States of America or State where the land described in Schedule A is located.
8. Restrictive Covenants affecting the property described in Schedule A.
9. General Taxes for 1999 are an accruing lien, not yet due or payable.
10. Subject to a county road over the South and West boundaries of Section 31, Township 1 North, Range 13 East of the Boise Meridian.
11. Subject to a county road over the East and Northerly boundaries of Section 36, Township 1 North, Range 12 East of the Boise Meridian.
12. Mortgage dated December 17, 1998 to secure an indebtedness in the principal sum of \$57,500.00, and any other amounts and/or obligations secured thereby.

Recorded: December 21, 1998, Instrument No. 72407 in Book 26 of Mortgages at Page 330

Mortgagor: Rodney R. Gonsales, a married man as his sole and separate property

Mortgagee: Washington Mutual Bank doing business as Western Bank

COVERS PARCEL 1 ONLY

(Continued)

ATTACHED TO AND MADE A PART OF STEWART TITLE GUARANTY COMPANY POLICY NO.:O-9993-1046425

CONTINUATION OF SCHEDULE.

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY recorded December 21, 1998 as Instrument No. 72408 in Book 26 of Mortgages at Page 336.

13. Mortgage dated December 17, 1998 to secure an indebtedness in the principal sum of \$57,500.00, and any other amounts and/or obligations secured thereby.
Recorded: December 21, 1998, Instrument No. 72409 in Book 26 of Mortgages at Page 340
Mortgagor: Melanie Gonsales, a married woman as her sole and separate property
Mortgagee: Washington Mutual Bank doing business as Western Bank

COVERS PARCEL 2 ONLY

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY recorded December 21, 1998 as Instrument No. 72410 in Book 26 of Mortgages at Page 346.

Section 36 Township 1N Range 12E

INTERS. CALDWELL, IDAHO 98892

N

Rod

Royal Fork	RESTAURANT CORP.	Maxine Weeks	Maxine Weeks
	2400	Rod	0100 Melanie
		Rod	Rod
	7/19		
3 known, copy, 6000			
15A			

E

S

This map is given for informational purposes only. No assurances are made as to the actual footage and boundaries reflected herein.

GOODING
TITLE & ESCROW
COMPANY

Section 31 Township 1N Range 13E

Photo No. 1G-69

CAXTON PRINTERS, CALDWELL, IDAHO 83302

N

Red

	2400 DA 1492 DG - 21.8 W - 3.24 173.71		0100 DA - 25. - 15.30 - 1453 DG - 65. - 3. - 125
	X		
P.46 Melanie	Willard Wilson 4800 Melanie DA - 50. - 14.24 - 235 G - 3.50 - 7.50 - 35 W - 5.18 173.68 - 2260		Earl Res 7200 DA - 25 - 15.31 - 1667 DG - 65 - 3.50 - 125 W - 2715 80. - 11.1
Red	Melanie 47	MAX Wilson 141	F. Wilson P48

S

This map is given for informational purposes only - no assurances are made as to the actual lotages and boundaries reflected herein.

GOODING
TITLE & ESCROW
COMPANY



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

March 3, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

37-13205
MAXINE WEEKS
1210 HOWARD ST
BOISE ID 83706

RE: Domestic and/or Stockwater Rights in Reporting Area 16, Basin 37
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 37 (the Big Wood River drainage area). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 37 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Hailey, Fairfield, Gooding, Shoshone, Mountain Home, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period. 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 that you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher
Director

Enclosures

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: March 3, 1999

PAGE: 1

RIGHT NUMBER: 37-13205

NAME AND ADDRESS: MAXINE WEEKS
1210 HOWARD ST
BOISE ID 83706

ARLIN N ASHMEAD
PO BOX 346
FAIRFIELD ID 83327

SOURCE: SPRINGS TRIBUTARY: SINKS

QUANTITY: 0.03 CFS

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

PRIORITY-DATE: 06/01/1965

[illegible]

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.03 CFS

PLACE OF USE:	STOCKWATER	Within CAMAS County
	T01N R12E S34	NENE
	S36	NWNE ✓

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
STOCKWATER, 100 HEAD
PARCEL NO. RP01N12E360100
SOURCE CONSIST OF TWO SPRINGS

**NOTICE OF DIRECTOR'S REPORT
REPORTING AREA 16, BASIN 37
FOR SMALL DOMESTIC AND STOCK WATER RIGHTS**

INTRODUCTION

This is the Idaho Department of Water Resources' (IDWR) Director's Report for your small domestic and/or stock water right claimed in the Snake River Basin Adjudication (SRBA). The quantity allowed for each small domestic or stock water right is up to 13,000 gallons per day. An additional Director's Report for irrigation and all other state law based claims in your reporting area will be filed with the court at a later date.

IDWR is providing individual reports like this one to all claimants of small domestic and stock water rights in your area. A complete copy of the Director's Report, listing all of these small domestic and stock water rights claimed under both state and federal law, is available at the SRBA courthouse in Twin Falls and the locations listed on the third page of this notice. Copies of the report can be made, but you may be charged for copying and mailing.

The following instructions and definitions are designed to help you understand this report.

INSTRUCTIONS FOR REVIEWING YOUR OWN WATER RIGHT

The description of your right which is enclosed is only the Director's recommendation to the SRBA Court on your water right. The Court will decide how it will decree your water right. You are free to agree or disagree with the Director's recommendation. If you agree with the Director's recommendation you do not need to do anything, pending further notice as described below. If you disagree with the Director's recommendation, you need to file an objection as described below.

INSTRUCTIONS FOR REVIEWING THE WATER RIGHTS OF OTHERS

The complete Director's Report contains recommendations to the SRBA Court on your water right and all other small domestic and stock water rights in your area. The Court will decide how it will decree all water rights. The Director's recommendations in the full report are listed in two sections of the report:

- 1) **List of Recommended Water Rights** -- Water right recommendations are listed alphabetically by source and then chronologically by priority date within each source.
- 2) **List of Claims Recommended to Be Disallowed** -- Water rights recommended to be disallowed are listed numerically by water right number. A short statement of the reason for IDWR's recommendation for disallowance is provided.

Also included in the complete Director's Report are descriptions of the United States' claims for domestic and stockwater under federal law. The Director does not investigate these claims and

makes no recommendation whether they should be granted or not. Sometimes the United States claims one right under both federal and state law. These are called "dual based" claims.

If you want to review someone else's water right you need to look at the complete Director's Report, which is available at the SRBA courthouse in Twin Falls and the locations listed on the third page of this notice. Copies of the report can be made, but you may be charged for copying and mailing.

INSTRUCTIONS FOR TAKING A WATER RIGHT CLAIM TO COURT

What do I do if I disagree with a recommendation or a federal water right claim?

If you disagree with any element of the recommendation for your water right or anyone else's water right and want to be heard in court, file an objection with the SRBA Court. Objections must be made on the standard objection form available from any IDWR office or from the SRBA Court.

Your objection must be received by the SRBA Court on or before **September 10, 1999**.

What do I do if someone else objects to my water right recommendation?

If someone files an objection to your water right, or anyone else's water right, you may file a response to that objection. Responses to objections must be made on the standard response form available from any IDWR office or from the SRBA Court.

Your response must be received by the SRBA Court on or before **January 10, 2000**.

What do I do if I want to participate in the court case on someone else's water right?

If you want to be involved in the court case on any water right in the Director's Report, you must file either an objection or a response by the dates listed above.

What happens if there are no objections to a water right?

After the deadline for filing objections, IDWR will file a list of all water right recommendations with no objections. The SRBA Court will hear the uncontested recommendations on **November 12, 1999**, at 10:00 A.M. at the **SRBA Courthouse**. Partial decrees will be issued following this hearing.

How will I know about the proceedings on water right recommendations to which objections were filed?

A notice will be mailed to you for court dates on your water right or for those where you filed an objection or a response. You will not receive notice of court dates on any other water right recommendations. Additional information regarding domestic and stockwater claims in your area can be found on the SRBA Web Site at www.srba.state.id.us.

Note: The SRBA Court publishes a monthly Docket Sheet listing all objections and responses filed. It does not list court dates for individual water right cases, but provides general information helpful to all participants in the SRBA. The Docket Sheet is available at your county courthouse and all IDWR offices, or you may subscribe by contacting the SRBA Court or IDWR. The annual subscription fee is \$7.50. The Docket Sheet is also available on the SRBA Web Site at www.srba.state.id.us.

CHANGES OF ADDRESS OR OWNERSHIP DURING THE SRBA COURT CASE

You must contact your regional IDWR office with your address change or if the ownership of your water right changes. Failure to notify IDWR may result in the loss of your water rights.

ADDITIONAL INFORMATION

If you have questions about the SRBA, public information brochures are available at any IDWR office. Maps and aerial photography of this reporting area, as well as assistance in using the maps and the photography, are available at the IDWR's state office in Boise. You are also welcome to call IDWR at any of its offices or the SRBA Court. You may also want to consider contacting an attorney to assist you.

Snake River Basin Adjudication District Court

253 Third Avenue North.
P.O. Box 2707
Twin Falls, Idaho 83303-2707
(208) 736-3011

Idaho Department of Water Resources

1301 North Orchard
Box 83720
Boise, Idaho 83720-0098
(208) 327-7906
(800) 451-4129

Idaho Department of Water Resources Western Region

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

Idaho Department of Water Resources Northern Region

1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 765-1450

Idaho Department of Water Resources Southern Region

1341 Fillmore, Suite 200
Twin Falls, Idaho 83301-3380
(208) 736-3033

Idaho Department of Water Resources Eastern Region

900 North Skyline, Suite A
Idaho Falls, Idaho 83402-3653
(208) 525-7161

Idaho County Courthouse

320 W. Main
Grangeville, ID 83530
(208) 983-2751

Payette County Courthouse

1130 3rd Ave. N.
Payette, ID 83661
(208) 642-6000

Custer County Courthouse

801 Main St.
Challis, ID 83226
(208) 879-2360

Adams County Courthouse

107 Michigan
Council, ID 83612
(208) 253-4561

Valley County Courthouse

219 Main
Cascade, ID 83611
(208) 382-4297

Lewis County Courthouse

510 Oak St.
Nez Perce, ID 83543
(208) 937-2661

Washington County Courthouse

256 E. Court
Weiser, ID 83672
(208) 549-2092

Lemhi County Courthouse

206 Courthouse Dr.
Salmon, ID 83467
(208) 756-3115

Nez Perce County Courthouse

1230 Main St.
Lewiston, ID 83501
(208) 799-3040

DEFINITIONS OF THE ELEMENTS OF YOUR WATER RIGHT

RIGHT NUMBER: Your water right is identified by a number assigned by IDWR. The first two digits identify IDWR's administrative basin number; for example, 67, 69, 77, 78, or 79.

NAME AND ADDRESS: Your name and address should appear here. IDWR will use the most recent name and address in their records for the water right.

SOURCE: The name and/or type of the source where you divert your water. For example: "groundwater," "unnamed spring," "Common Creek."

QUANTITY: The amount of water recommended in either cubic feet per second (cfs) and/or the volume of water in acre feet per year (AFY). Each of these small domestic and/or stock water claims is not to exceed 13,000 gallons per day.

PRIORITY DATE: The date used to determine the priority of your right in relation to other rights using water from the same source.

POINT OF DIVERSION: The legal location where you divert water from its source; generally described as 1/4 1/4 sections down to a 40-acre tract, or smaller. Other legal descriptions that might be used are: government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys and other survey information.

Legal locations for instream flow claims are marked with a beginning point and an ending point.

PURPOSE OF USE: This report only deals with claims for small domestic and/or stock water uses, such as yours.

"Domestic right" means a right to the use of water for homes, organization camps, public campgrounds, livestock, and for any other purpose in connection with these uses, including irrigation of up to one-half acre of land.

"Stock water right" means a right to the use of water solely for livestock or wildlife.

PERIOD OF USE: The period of time during the year when you can use the water for your right.

PLACE OF USE: The legal location where you use your water right; generally described as 1/4 1/4 sections down to a 40-acre tract. Other legal descriptions that might be used are: government lots, block, subdivision, parcel numbers, townsite names, mining claim information, homestead entry surveys and other survey information.

BASIS OF CLAIM: The method that was used to establish your claim. Examples include prior decree, posted notice, beneficial use (historical) method, license, permit.

DUAL BASED CLAIMS: In some cases, the federal government has claimed one right under two theories: a state basis and a federal law basis. Both theories will be reported on one form for that single water right. In most cases, the priority dates are different and will be listed separately. The federal law basis is separately indicated in a box such as this:

```
*****
*                                     *
*                                     *
*                                     *
*****
```

IDWR does not investigate or make recommendations regarding federal law based claims.

IDAHO
MENT OF WATER RESOURCES
Orchard Street, P.O. Box 83720
83720-0098

ADDRESS SERVICE
REQUESTED

PRESORTED
FIRST CLASS



IMPORTANT WATER RIGHT INFORMATION



RECEIVED
MAR 09 1999
Department of Water Resources

INSUFFICIENT
ADDRESS

AUTO 83706



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

RECEIVED

NOV 21 1989

Ident. Number: A37-13205
Date Received: ~~10/25/1989~~ 10/27/89
Receipt No: W006567
Received By: hch

Department of Water Resources
Southern Region Office
**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: MAXINE WEEKS
Address: 1210 HOWARD ST.
BOISE, ID 83706 208-342-7004

OR

Name: ARLIN N. ASHMEAD
Address: P.O. BOX 346
FAIRFIELD, ID 83327 208-764-2446

2. Date of Priority: JUN 01, 1965

3. Source: SPRINGS (2) Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	12E	36	NW	NE	NE		CAMAS
			NW	NW	NE		CAMAS

5. Description of diverting works:
DEVELOPED SPRINGS WITH DUG SUMPS FOR STOCKWATER.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.030		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER FOR UP TO 100 HEAD MIXED.

A37-13205

Page 1

Date: 10/25/89

MICROFILMED
FEB 26 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01N	12E	34	NE		NE		STOCK	
		36	NW		NE		STOCK	

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:
N/A

14. Remarks:

P/D'S & P/U'S ARE IN AN AREA MANAGED AS ONE PASTURE UNIT.

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): Maxine Weeks Date: 10-27-89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 27 day
of Oct 19 89

Ron Howerton
Notary Public

Seal

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

RECEIVED

MAY 03 1999

Department of Water Resources
Southern Region

Form 25c

RELINQUISHMENT OF NOTICE OF CLAIM

TO WHOM IT MAY CONCERN:

I Arlin N. Ashmead hereby relinquish and
Print Name(s)

withdraw any and all of my right, title and interest in and to
Notice of Claim to a Water Right # 37-13205, filed under
\$42-1409, Idaho Code.

Signed at Twin Falls this 3 day
of May, 1999.

Arlin Ashmead
Signature of Claimant

Signature of Claimant

State of Idaho)
County of Twin Falls) ss.

Subscribed and sworn (or affirmed) before me this 3rd day
of May, 1999.

Douglas Jones
Notary Public

Seal

Residing at Buhl ID

My Commission Expires 8/3/2001

For IDWR Use

Data Entry
Claim File

Initials

Date



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 23, 2003

RODNEY GONSALES
RT 1 BOX 1056
FAIRFIELD ID 83327

RE: SRBA Claim on Sheep Creek Property

Dear Rodney:

Thank you for submitting the Notice of Claim to a Water Right. However, I need your signature notarized before I can accept the claim.

I am returning the Notice of Claim along with your \$25.00 check. Once your signature is notarized return everything to me in the enclosed self-addressed envelope. Keep the yellow copy for your records. If you are going to be in Twin Falls soon, stop by the office and we'll have someone here notarize your signature. Thanks, and should you have any questions give me a call.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 37-13205 V1

WATER RIGHT NUMBER: 37-13205 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MICHAEL LYNCH 2117 N 23RD ST BOISE, ID 83702
Directors Report Owner	ARLIN N ASHMEAD PO BOX 346 FAIRFIELD, ID 83327 (208)764-2446
Directors Report Owner	MAXINE WEEKS 1210 HOWARD ST BOISE, ID 83706 (208)342-7004

Priority Date: 06/01/1965

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRINGS	SINKS

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	1/01 to 12/31	0.030 CFS	
	<u>Total Diversion:</u>	0.030 CFS	

Location of Point(s) of Diversion

SPRINGS	NW1/4NW1/4NE1/4	Sec. 36, Twp 01N, Rge 12E, B.M.
CAMAS County		
SPRINGS	NW1/4NE1/4NE1/4	Sec. 36, Twp 01N, Rge 12E, B.M.
CAMAS County		

Place of UseSTOCKWATER Within CAMAS County

T01N R12E S34	NENE	T01N R12E S36	NWNE
Total Acres: 0			

Conditions of Approval:

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

Remarks:

1. Explanatory STOCKWATER, 100 HEAD PARCEL NO. RP01N12E360100 SOURCE CONSIST OF TWO SPRINGS

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 37-13205 V1

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag: NONE RECEIVED
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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

October 12, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

MICHAEL LYNCH
2117 N 23RD ST
BOISE ID 83702

RE: Decreed Water Right 37-13205

Dear Mr. Lynch:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the water right(s) noting the change in owner. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 19, 2000

DeNENE DIXON, Escrow Assistant
GOODING TITLE & ESCROW
PO BOX 446
GOODING ID 83330

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-13205 for MICHAEL
Lynch and Order No. C990118

Dear DeNene:

Thank you for returning the NEW PROPERTY OWNER NOTICE OF CHANGE OF
WATER RIGHT OWNERSHIP form. Our records, however, show the claim to be in the
name of MAXINES WEEKS AND ARLIN N ASHMEAD, not RODNEY GONSALES.
Since the documents you provided show transfer from the RODNEY GONSALES to
MICHAEL LYNCH, we need some kind of proof which transferred the property from
WEEKS AND ASHMEAD to RODNEY GONSALES.

I apologize for this delay and hope that obtaining these documents
won't prove too difficult, but should you have any questions in this matter, please feel free
to give me a call at the office (736-3033).

Sincerely,

Cheryl Timm
SRBA Records Clerk

CC: Michael Lynch

Enc: Self-Addressed Envelope, Proof Report of the above referenced claim

37-13205

AJ5808NP
(OD-26)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

05/19/00 14:14:59

Page 1

Water Right Number - 37-13205

Prefix Translation: WATER RIGHT

Old (D) Number -

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

*** C - CURRENT OWNER ***
WEEKS

MAXINE

1 - 1210 HOWARD ST
2 -
3 -

City- BOISE
Phone - 208-342-7004
1 - PO BOX 346

State- ID Zip- 83706

ASHMEAD

ARLIN N

2 -
3 -
City- FAIRFIELD
Phone - 208-764-2446

State- ID Zip- 83327

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
06/01/1965 17 SOUTHERN J - BENEFICIAL USE

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
SPRINGS SINKS

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Diversion Name

01N 12E 36 NW NE NE (25) CAMAS
NW NW NE (25) CAMAS

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

04 - STOCKWATER 01/01 12/31 0.030

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
0.030 0.0

+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County

01N 12E 34 NE NE 04 STOCKWATER (25) CAMAS
01N 12E 36 NW NE 04 STOCKWATER (25) CAMAS

+ - - Diversion Means - DEVELOPED SPRINGS WITH DUG SUMPS FOR STOCKWATER.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - N/A

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

EXP STOCKWATER, 100 HEAD
PARCEL NO. RP01N12E360100
SOURCE CONSIST OF TWO SPRINGS

AJ5808NP
(0D-26)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

05/19/00 14:15:22
Page 2

Water right number - 37-13205

Prefix Translation: WATER RIGHT

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

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

+ - - - - Conditions of Approval - - - - - +

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

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

+ - - Audit Fields - 10/19/98 DSMITH 02/03/99 SOUTH2 02/04/99 SOUTH2 03/03/99 CPD SHAFF 04/05/99 ADT-DSHA

+ - - - - -Comments- - - - - +

Date: 10/19/1998 User Id: DSMITH Subject: COPIED FROM REMARKS
P/D'S & P/U'S ARE IN AN AREA MANAGED AS ONE PASTURE UNIT.

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

Court Report Filing	- 03/05/1999	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 10/27/1989	Last Amended Date	- 00/00/0000	Temporary Right	- P
Proof Due Date	- 00/00/0000	Proof Made Date	- 00/00/0000	Water District	-
Licensed Date	- 00/00/0000	Receipt Number	- W006567	Federal/State Indicator	- S
		POU Ownership Flag	- Y	Presumption Flag	-
		Name Connector	- OR	Notice of Error Flag	-



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

May 6, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RODNEY GONSALES
RT 1 BOX 1056
FAIRFIELD ID 83327

RE: ADJUDICATION CLAIM NOS. A37-13205

Dear Mr. Gonsales:

The department has been notified that you may be the present owner of the property to which the above adjudication claim is appurtenant. In order to change our records to reflect your ownership of the property, it will be necessary for you to complete the enclosed NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Please complete it per the instructions on the back of the form, attach the required information and return them to me in the enclosed self-addressed envelope. I will then make the changes in our computer records and forward copies back to you.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

/tf
Enclosures

AJ0749NP
No. R37-13205

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

DATE: 10/19/98
PAGE: 1

Handwritten signature

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MAXINE WEEKS 1210 HOWARD ST BOISE ID 83706 (208) 342-7004	06/01/1965	STOCKWATER	01-01 12-31	0.03 CFS	
TOTAL DIVERSION:					0.03 CFS	

C ARLIN N ASHMEAD
PO BOX 346
FAIRFIELD ID 83327
(208) 764-2446

Handwritten signature

Water Source: SPRINGS (2)

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion: T01N R12E S36 NWNENE NWNWNE

CAMAS County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
01N	12E	34	:	S																:
01N	12E	36	:			S														:

POU County: CAMAS

Other Rights: N/A

Conditions of Approval:

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

Remarks: EXP STOCKWATER, 100 HEAD
PARCEL NO. RP01N12E360100

Dates: Exam Made Date: Verified Date: 10/19/1998 Objection Filed Date:

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

Comments: Date: 10/19/1998 User-ID: DSMITH Subject: COPIED FROM REMARKS
P/D'S & P/U'S ARE IN AN AREA MANAGED AS ONE PASTURE UNIT.

Audit: 10/19/98 DSMITH

AJ5856NP

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

DATE: SEP-5-1997

PAGE: A-46

RIGHT NUMBER: 37-13205

NAME & ADDRESS: MAXINE WEEKS

~~1210 HOWARD ST~~

BOISE ID ~~83706~~

410 F. CACKETT
112 E BOISE AVE
Boise 83706

ARLIN N ASHMEAD

PO BOX 346

FAIRFIELD ID 83327

SOURCE: SPRINGS (2)

TRIBUTARY: SINKS

QUANTITY: 0.03 CFS

PRIORITY DATE: 06/01/1965

POINT OF DIVERSION: T01N R12E S36

NWNE

NWNWNE

Within CAMAS County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

STOCKWATER STOCKWATER FOR UP TO 10

PERIOD OF USE

01-01 12-31

QUANTITY

0.03 CFS

PLACE OF USE:

STOCKWATER

Within CAMAS County

T01N R12E S34

NENE

S36

NWNE

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

P/D'S & P/U'S ARE IN AN AREA MANAGED AS ONE PASTURE UNIT.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 01N12E 360100

Verified by

Dmf

Date: 9/7/98

Verification Source:

GIS

1689
1716
2230



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

September 21, 1998

**PHILIP E. BATT
GOVERNOR**

**KARL J. DREHER
DIRECTOR**

MAXINE WEEKS
C/P F CAKETT
112 E BOISE AVE
BOISE ID 83706

Re: Snake River Basin Adjudication (SRBA)
Water Right No. A37-13205
Change of Address

Dear Water Right Holder:

IDWR has been notified the address presently on our records is incorrect. Although we have reached you at the address above we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right can be sent only to the address on your claim or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office postmarked by October 2, 1998. Make corrections to your name and address if necessary before returning this letter. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of any of the properties connected with the water right referenced above, please call this office toll-free at 1-800-451-4129 to obtain a form to make this required change to the water right records.

Yours truly,

Danni M. Smith
SRBA Sr. Secretary

The address is correct as shown above or as otherwise changed.

Signature of water right claimant

Telephone Number