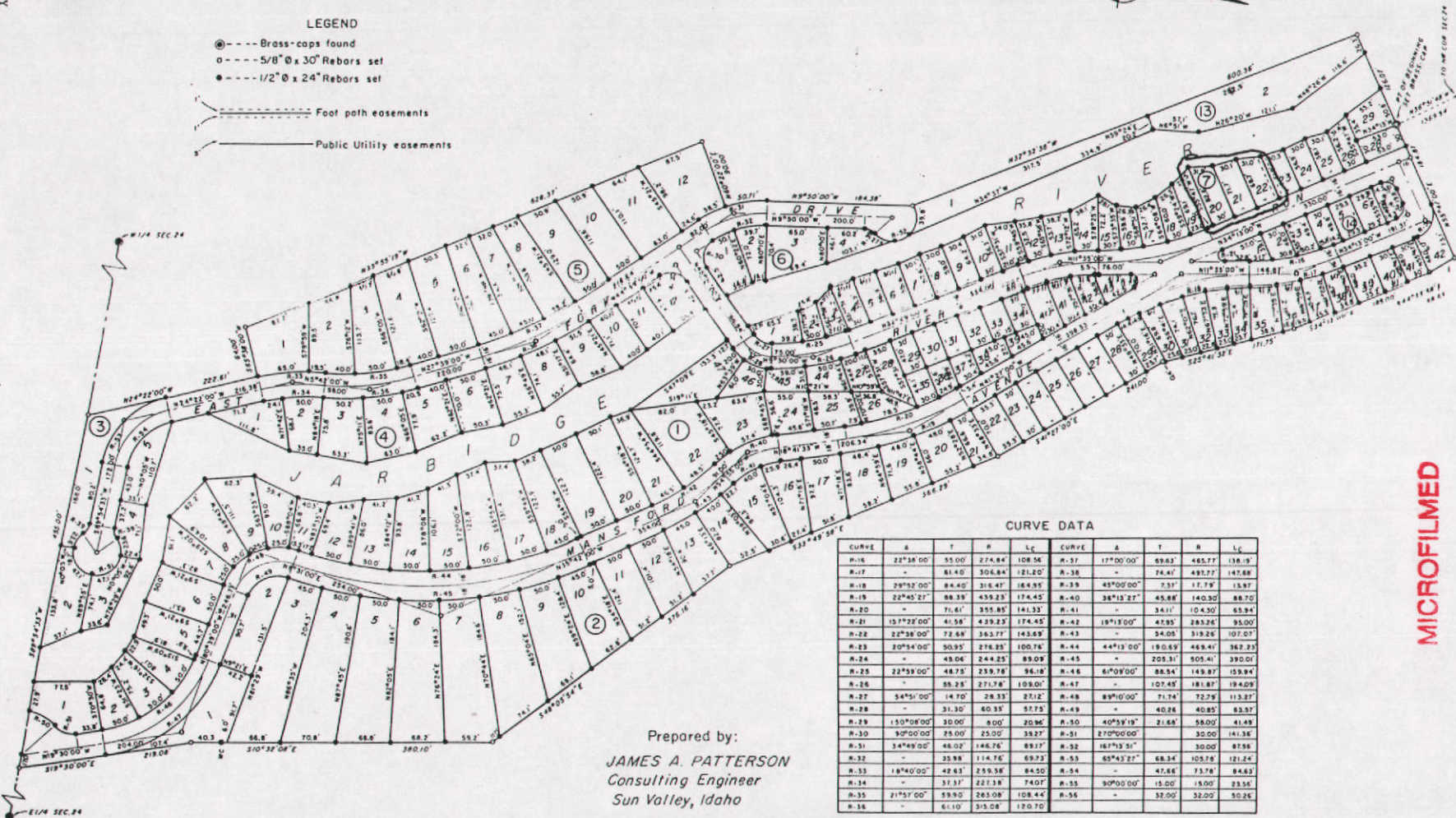


OWYHEE COUNTY, IDAHO

E1/4 SEC. 24

● --- Brass-caps found
 σ --- 5/8" Ø x 30" Rebars set
 ● --- 1/2" Ø x 24" Rebars set

--- Foot path easements
 --- Public Utility easements



CURVE									
CURVE		T	R	L _c	CURVE	Δ	T	R	L _c
R-16	22°38'00"	55.00	274.84	108.56	A-37	17°00'00"	69.63	465.77	138.18
R-17	"	81.40	306.84	121.20	A-38	"	74.47	497.77	147.86
R-18	29°52'00"	84.40	316.47	166.95	A-39	43°00'00"	7.31	17.97	13.9
R-19	26°45'27"	88.39	439.23	174.45	A-40	36°13'27"	45.87	104.30	88.1
R-20	"	47.47	255.48	143.32	A-41	"	104.30	104.30	88.1
R-21	13°37'22"00"	41.58	439.23	174.45	A-42	18°13'00"00"	47.83	238.26	58.3
R-22	22°38'00"	76.38	363.77	145.89	A-43	"	34.08	319.26	107.0
R-23	30°14'00"	50.95	276.25	100.74	A-44	44°13'00"	19.69	466.47	36.2
R-24	"	45.04	244.25	89.09	A-45	"	205.31	505.41	390.1
R-25	22°59'00"	47.85	239.78	96.18	A-46	61°09'00"	88.54	149.77	159.9
R-26	"	55.25	271.78	109.01	A-47	"	107.45	181.87	119.2
R-27	54°51'00"	14.70	28.33	27.12	A-48	69°10'00"	71.74	72.78	113.4
R-28	"	31.30	60.35	57.75	A-49	"	40.26	40.85	83.5
R-29	150°08'00"	42.67	800.00	209.6	A-50	40°59'19"	21.68	58.00	41.4
R-30	30°00'00"	75.00	25.00	39.27	A-51	27°00'00"	30.00	30.00	41.3
R-31	54°49'00"	46.02	146.76	89.17	A-52	16°13'31"	30.00	87.9	30.0
R-32	"	33.98	114.76	69.73	A-53	65°43'27"	68.34	101.18	121.2
R-33	18°40'00"	42.67	255.48	143.32	A-54	"	47.46	157.9	88.1
R-34	"	11.37	22.13	74.07	A-55	30°00'00"	15.00	15.00	23.5
R-35	21°57'00"	59.90	263.08	108.44	A-56	"	32.00	32.00	30.0
R-36	"	61.10	315.08	120.70					

Prepared by:
JAMES A. PATTERSON
Consulting Engineer
Sun Valley, Idaho

MICROFILMED

JUN 9 1999

A hand-drawn map on a grid. The map shows a section of land with a north arrow pointing towards the top right. A scale bar is located in the upper left corner, labeled '1/4 mile'. The map is divided into sections by dashed lines. A handwritten note in the center reads 'Point of Diversion & Place of Use' with an arrow pointing to a specific location. The map is labeled with 'T 16 S' and 'R 24 E' in the center, and 'R 9 E' in the lower right corner.

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

State of Idaho)
) ss.
County of Twin Falls)

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

Clarence W. Hayes
(Claimant)

Sworn to before me this 17 day of May, 1982

Laren O Halmer
Notary Public
Residing at Twin Falls

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by LH Date 5/17/82 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by 6LS Date 5/26/82 claimant by: _____
\$10.00 fee received by LH Date 5/17/82 # 22181
Published in Overseas Heritage _____
Dates 6/3 & 6/10 _____

Recd
Prel
\$20
Pub
Date

MURPHY HOT SPRINGS SUBDIVISION NO.2 (159 Lots) (of 205)

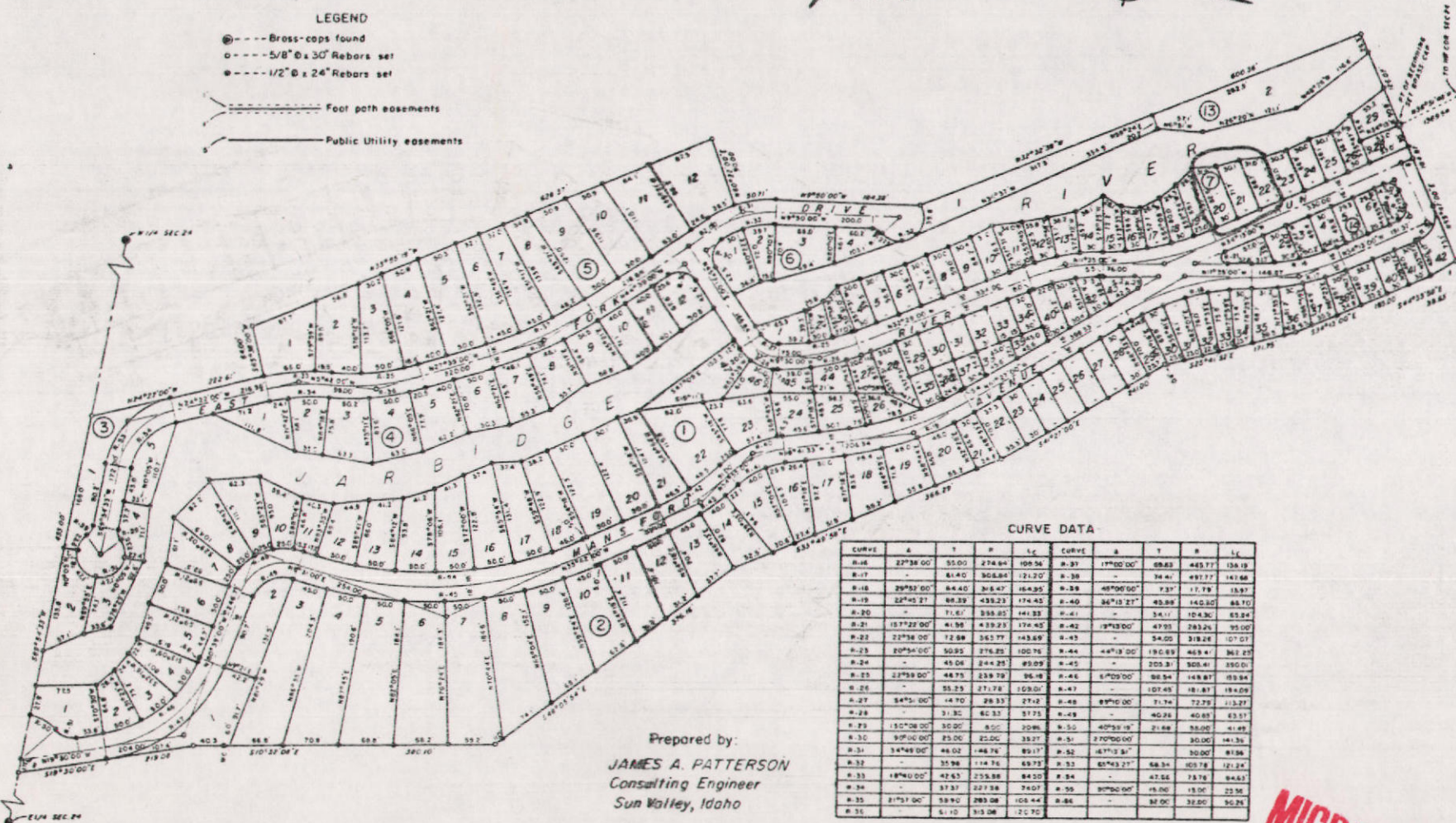
OWYHEE COUNTY, IDAHO

NW 1/4 SEC 24 R 9 E B 3 M
T 16 S



LEGEND

- ⊙ --- Brass-caps found
- --- 5/8" @ 30" Rebars set
- ⊙ --- 1/2" @ 24" Rebars set
- Foot path easements
- Public Utility easements



CURVE DATA

CURVE	Δ	T	P	LC	CURVE	Δ	T	P	LC
R-16	27°36'00"	55.00	274.84	108.56	R-37	17°00'00"	68.83	485.77	136.19
R-17	---	61.40	306.84	121.20	R-38	---	74.41	497.77	147.68
R-18	29°52'00"	64.40	318.47	124.35	R-39	48°00'00"	7.37	17.78	15.97
R-19	22°45'27"	66.39	439.23	174.43	R-40	34°13'27"	49.89	140.30	86.70
R-20	---	71.67	359.85	141.33	R-41	---	34.11	104.30	63.84
R-21	18°22'00"	41.98	439.23	174.43	R-42	18°13'00"	47.93	283.26	95.00
R-22	27°36'00"	72.58	362.77	143.69	R-43	---	54.00	318.26	107.07
R-23	20°34'00"	50.95	276.25	100.76	R-44	44°19'00"	19.69	469.41	362.20
R-24	---	49.04	244.25	95.09	R-45	---	205.31	508.41	250.01
R-25	22°59'00"	48.75	338.79	95.48	R-46	6°09'00"	60.34	148.87	85.94
R-26	---	55.23	371.78	109.00	R-47	---	107.49	181.87	194.09
R-27	34°51'00"	44.70	28.33	27.12	R-48	89°00'00"	71.74	72.75	113.27
R-28	---	31.30	80.32	57.73	R-49	---	40.26	40.85	63.57
R-29	15°07'00"	30.00	80.00	20.00	R-50	40°53'18"	21.68	55.00	51.99
R-30	9°00'00"	25.00	25.00	33.27	R-51	27°00'00"	30.00	44.36	50.00
R-31	34°48'00"	44.02	148.76	80.17	R-52	18°13'31"	50.00	81.96	81.96
R-32	---	35.98	114.76	69.73	R-53	65°43'21"	58.34	103.78	121.24
R-33	18°40'00"	47.63	259.88	84.30	R-54	---	47.55	75.76	84.63
R-34	---	57.37	227.58	74.07	R-55	90°00'00"	15.00	15.00	22.56
R-35	21°57'00"	59.90	283.08	105.44	R-56	---	38.00	32.60	50.26
R-36	---	61.10	313.08	120.70					

Prepared by:

JAMES A. PATTERSON
Consulting Engineer
Sun Valley, Idaho

MICROFILMED

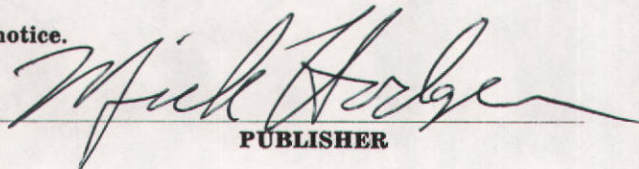
PROOF OF PUBLICATION

STATE OF IDAHO, County of Owyhee, s.s.

I, MICK HODGES, being first duly sworn, on oath says that he is the Publisher of the OWYHEE NUGGET, a newspaper of general circulation, published weekly by MICK HODGES, publisher and printer thereof, at Marsing, County of Owyhee, State of Idaho;

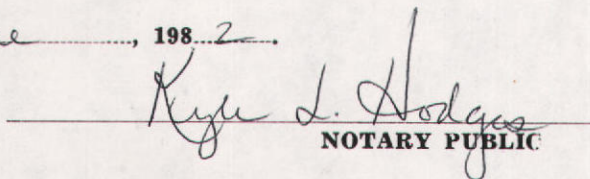
That the annexed notice was published in said newspaper once a week and every week for 9 consecutive weeks, the first publication being on the 2 day of June, 1982, and the last publication being on the 9 day of June, 1982;

That the said newspaper has been published continuously and uninterruptedly in said county during a period of more than seventy - eight consecutive weeks prior to the first publication of the attached notice.


PUBLISHER

Subscribed and sworn to before me this 9 day of

June, 1982.


NOTARY PUBLIC

My commission expires 3-86

(SEAL)

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use: 140

51-4039

NYE, CLARENCE H.
ROGERSON, ID 83302

Source: GROUNDWATER

Priority Date: 12/01/1972

Amount: 0.04 CFS

Diversion Point: NWNW Sec

24 T 16S R 09E, OWYHEE Co.

Use: DOMESTIC (0.04 CFS)
from 01/01 to 12/31

Place of Use: NWNW Sec 24 T
16 S R 09 E

Diversion Means: WELL &
PUMP

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709.

A. KENNETH DUNN
Director

Published in the Owyhee
Nugget, Marsing, Owyhee
County, Idaho 6/2 & 6/9/82.

RECEIVED

JUN 10 1982

Department of Water Resources
Western Regional Office

MAY 24 1999

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

Department of Water Resources

RECEIVED

MAY-21 1999

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.

WATER RESOURCES
WESTERN REGION

1. Water Right No(s).: 51-07195
Adjudication Claim No(s).: 51-04039
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 Clarence H. Nye, Frances R. Nye
375 Connie, Los Alamos, NM 87544
4. New Owner/Claimant(s) Charles E. Frantz Jr.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 375 Connie
City, State and ZIP Code Los Alamos, NM 87544-3615
New Telephone Number (505) 672-9196
5. Date you acquired the property 2 March 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 0.640 Number of homes 1 Other uses Heating
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) Charles E. Frantz Jr.
(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..

MICROFILMED

JUN 03 1999

42558fc
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

***** SPACE ABOVE FOR RECORDER *****

227710

REQUEST OF
CLARENCE
FOR 300

FILED - RECORDED

99 MAR -5 PM 4:21

OWYHEE COUNTY
BY [Signature]

WARRANTY DEED

FOR VALUE RECEIVED CLARENCE H. NYE, SR. AND FRANCES R. NYE, husband and wife, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto CHARLES E. FRANTZ, JR., a single man, hereinafter called grantee, whose address is: 375 CONNIE AVENUE, LOS ALAMOS, NEW MEXICO 87544-3615, the following described premises, Owyhee County, Idaho, to-wit:

Lots 20, 21, and 22 in Block 7 of MURPHY HOT SPRINGS SUBDIVISION NO. 2, Owyhee County, Idaho, according to the plat thereof on file in the office of the county recorder of Owyhee County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 10, 1999

Clarence H. Nye, Sr.
CLARENCE H. NYE, SR.

BY: Frances R. Nye, Attorney in Fact
FRANCES R. NYE, Attorney in Fact

Frances R. Nye
FRANCES R. NYE

STATE OF NEW MEXICO

County of _____

On this 2 day of March, 1999, before me, a Notary Public in and for said State, personally appeared FRANCES R. NYE, known or identified to me to be the person whose names is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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

[Signature]
Notary Public for New Mexico
Residing in: LOS ALAMOS
Commission Expires: MAY 15, 1999

STATE OF NEW MEXICO

County of LOS ALAMOS

On this 2 day of March, 1999, before me, a Notary Public, personally appeared Frances R. Nye, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Clarence H. Nye, Sr. and acknowledged to me that she subscribed the name of Clarence H. Nye, Sr. thereto as principal, and her own name as attorney in fact.

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

[Signature]
Notary Public for New Mexico
Residing at: LOS ALAMOS
My Commission expires MAY 15, 1999

MICROFILMED
JUN 09 1999

102436

227711

F ED-RECORDED

99 MAR -5 PM 4:22

REQUEST OF

Propeller
FEE 6.00

OWNED BY Luigi P. Pina
BY Luigi P. Pina

42558fc

TITLEFACT, INC.

163 FOURTH AVENUE NORTH

P.O. BOX 486

TWIN FALLS, IDAHO 83301

**** SPACE ABOVE FOR RECORDER ****

DEED OF TRUST

THIS DEED OF TRUST, dated February 10, 1999, between CHARLES E. FRANTZ, JR., a single man, herein called GRANTOR, whose address is 375 CONNIE AVENUE, LOS ALAMOS, NEW MEXICO 87544-3615; TitleFact, Inc., an Idaho corporation, herein called Trustee; and CLARENCE H. NYE, SR. AND FRANCES R. NYE, husband and wife, herein called BENEFICIARY, whose address is C/O 375 CONNIE AVENUE, LOS ALAMOS, NEW MEXICO 87544-3615, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Owyhee, State of Idaho, described as follows and containing not more than forty acres:

Lots 20, 21, and 22 in Block 7 of MURPHY HOT SPRINGS SUBDIVISION NO. 2, Owyhee County, Idaho, according to the plat thereof on file in the office of the county recorder of Owyhee County, Idaho.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note of even date herewith, executed by Grantor in the sum of THIRTY THOUSAND and No/100 Dollars, (\$30,000.00), final payment due SEPTEMBER 1, 2007, and to ensure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workman like manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished there for; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof with interest from date of expenditure at eighteen per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and in exercising any such powers or in enforcing this Deed of Trust by judicial foreclosure pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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JUN 09 1999

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time from time to time without liability therefor and without notice upon written request of beneficiary and presentation of this Deed and said note for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of beneficiary stating that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto the Grantor the right, prior to any defaults by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, and at a time of sale Trustee may postpone sale of any parcel of the property by public announcement at the time and place of said sale. Trustee shall deliver to purchaser of the property by deed conveying the property sold, without any covenant or warranty, express or implied. The title to such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fee in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at eighteen per cent per annum; all other sums then accrued hereby, and the remainder, if any, to the person or persons legally entitled thereto.

7. This deed applies to, inures to the benefit of and binds all parties hereto their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

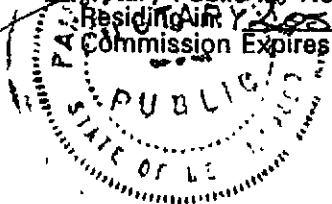
Charles E. Frantz Jr.
CHARLES E. FRANTZ, JR.

STATE OF NEW MEXICO
County of LOS ALAMOS

On this 2 day of February, 1999, before me, a Notary Public in and for said State, personally appeared **CHARLES E. FRANTZ, JR.**, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for New Mexico
Residing in Y Los Alamos
Commission Expires: May 15, 1999



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JUN 09 1995

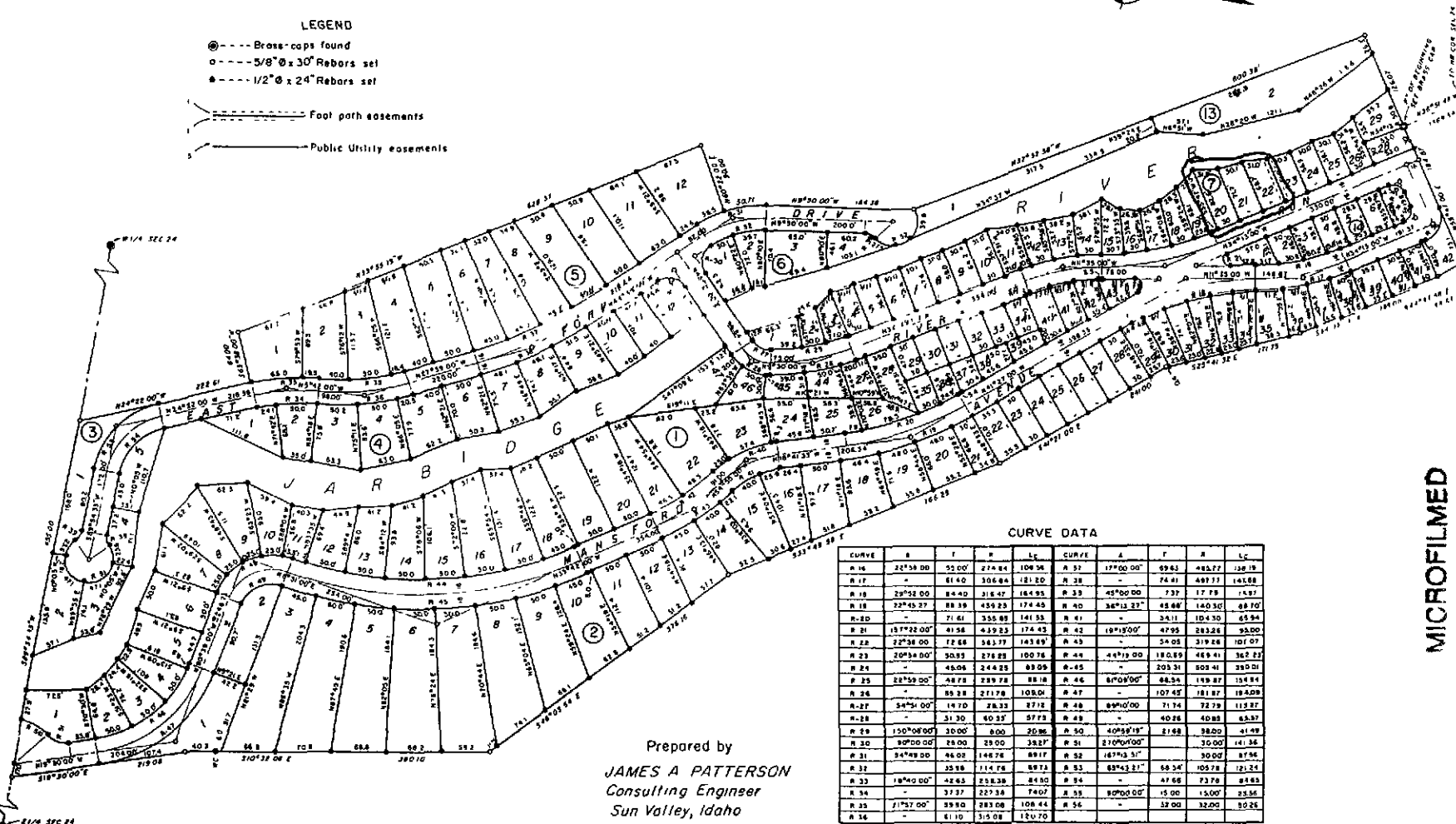
MURPHY HOT SPRINGS SUBDIVISION NO.2

OWYHEE COUNTY, IDAHO



LEGEND

- ⊙ --- Brass caps found
- --- 5/8" @ 30" Rebars set
- --- 1/2" @ 24" Rebars set
- Foot path easements
- Public Utility easements



CURVE DATA

CURVE	R	T	P	LC	CURVE	R	T	P	LC
R 16	22°38'00"	52.00'	274.84	104.96	R 32	17°00'00"	59.63	485.77	126.19
R 17	-	61.40	306.84	121.20	R 33	-	74.41	487.77	125.88
R 18	29°25'00"	84.40	316.47	164.93	R 34	45°00'00"	7.37	17.78	15.87
R 19	22°45'27"	88.39	459.23	174.45	R 40	36°13'27"	45.68	140.30	68.70
R 20	-	71.61	355.89	141.33	R 41	-	34.11	104.30	65.94
R 21	15°22'00"	41.58	439.23	174.45	R 42	19°15'00"	47.95	283.26	93.00
R 22	22°38'00"	72.68	563.77	143.69	R 43	-	54.05	319.48	101.07
R 23	20°34'00"	30.55	278.28	100.76	R 44	44°19'00"	180.89	469.41	362.22
R 24	-	45.06	244.23	83.09	R 45	-	205.31	509.41	290.01
R 25	22°58'00"	48.78	289.78	88.18	R 46	61°09'00"	68.34	199.87	134.84
R 26	-	85.38	271.78	105.01	R 47	-	107.45	181.87	184.08
R 27	34°54'00"	147.00	28.33	27.12	R 48	89°10'00"	71.74	72.79	115.27
R 28	-	31.30	40.35	57.73	R 49	-	40.26	40.85	63.37
R 29	130°08'00"	30.00	8.00	30.96	R 50	40°58'19"	27.68	38.00	41.49
R 30	89°00'00"	28.00	29.00	38.37	R 51	210°00'00"	30.00	30.00	41.56
R 31	94°49'00"	46.03	146.76	89.17	R 52	167°13'51"	30.00	30.00	37.94
R 32	-	25.58	114.76	59.73	R 53	69°43'21"	55.34	105.78	21.24
R 33	18°40'00"	42.63	228.38	84.50	R 54	-	47.68	23.78	24.83
R 34	-	37.37	227.38	74.07	R 55	80°00'00"	15.00	15.00	25.56
R 35	21°57'00"	59.50	283.08	108.44	R 56	-	32.00	32.00	50.26
R 36	-	61.10	315.08	124.70					

Prepared by
 JAMES A. PATTERSON
 Consulting Engineer
 Sun Valley, Idaho

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JUN 0 9 1999

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Clarence H. NYC
(Name of Claimant)
Rogerson, ID 83302 Telephone No. -
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority (When was the water first applied to a beneficial use) December 1, 1972

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

(2) Describe the source of water. (Name of stream, lake, spring, etc., or ground water)
Groundwater tributary to

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

(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc)		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	<u>0.04</u>	Use	<u>Domestic</u>	Period of Use From <u>Jan 1</u>	To <u>Dec 31</u>
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

(4) 0.04 TOTAL QUANTITY USED.
(cfs, gpd, AFA)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
NW 1/4 NW 1/4, Sec. 24 Twp. 16S Rge. 9E B.M., County of Owyhee
Additional points of diversion:

B) Describe means of diversion of water. (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities be as specific as possible. Describe any changes in the system and give the date of the change. Well & Pump

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

T	R	SEC.	NE%				NW%				SW%				SE%				TOTAL
			NE%	NW%	SW%	SE%	NE%	NW%	SW%	SE%	NE%	NW%	SW%	SE%	NE%	NW%	SW%	SE%	
16S	9E	24						X											

No. of acres

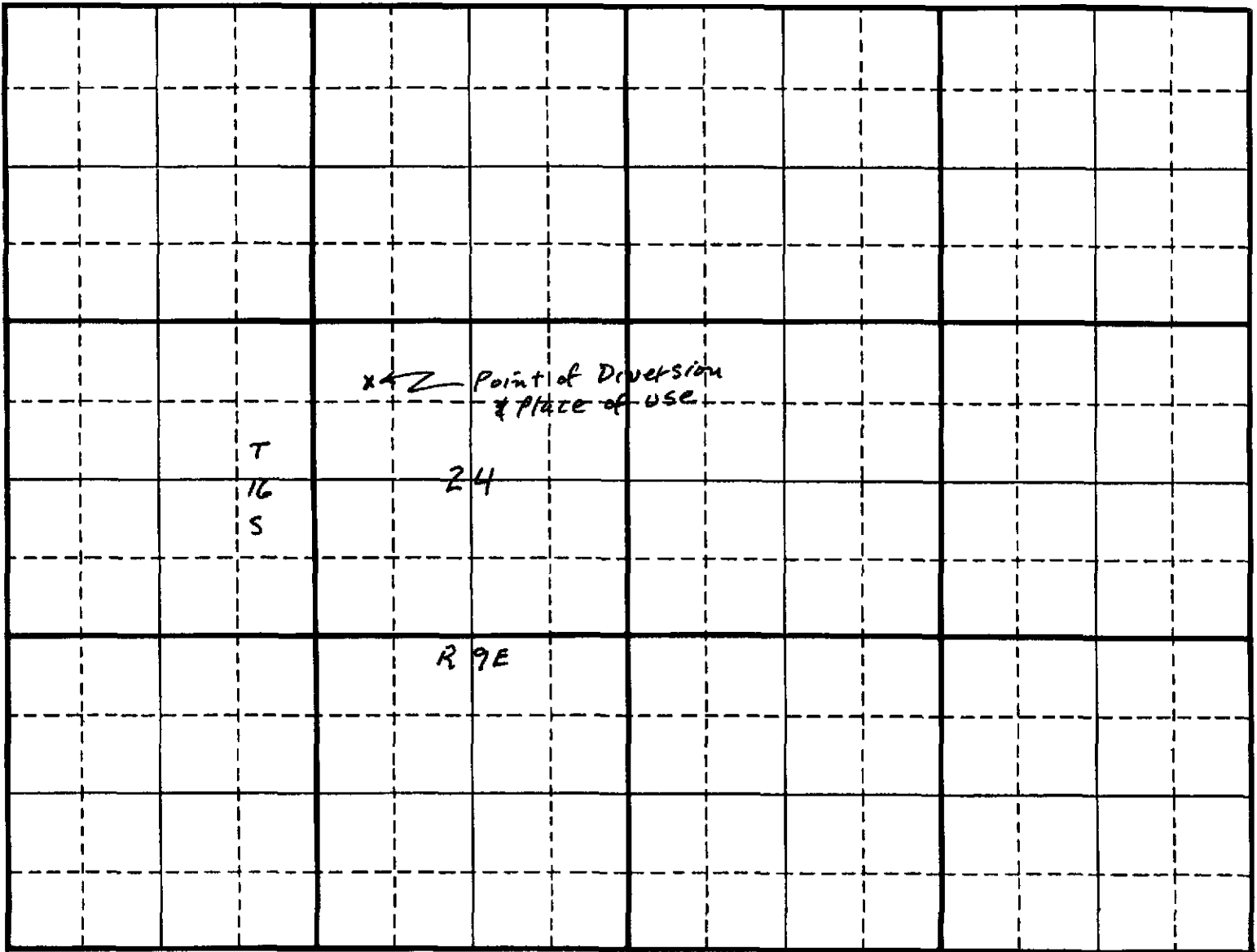
B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE Include here the type and number of stock watered:

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

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(8) Remarks _____



Scale 2 inches equal 1 mile.

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

State of Idaho)
County of Twin Falls) ss.

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

Clarence N. Myers
(Claimant)

Sworn to before me this 17 day of May, 1982.

Loren O. Halmer
Notary Public
Residing at Twin Falls

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by LH Date 5/7/82 Exception filed by _____ Forwarded to _____ Date _____
Claim. check by 6KS Date 5/26/82
\$0.00 fee received by LH Date 5/7/82 # 22181
Published in Owyhee Register
Dates 6/3 & 6/10

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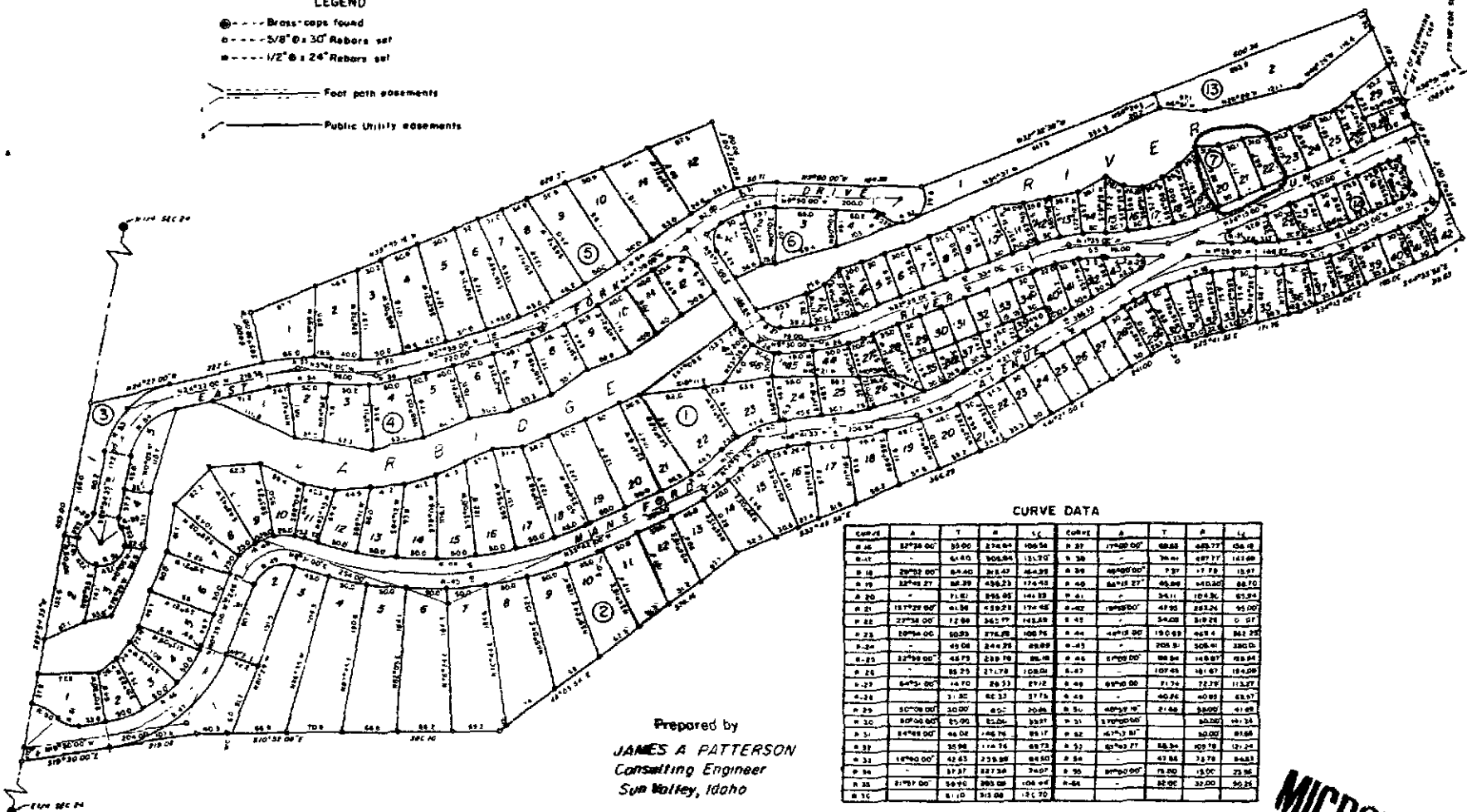
MURPHY HOT SPRINGS SUBDIVISION NO.2 (159 Lots) (of 205)

OWYHEE COUNTY, IDAHO

NW 1/4 SEC 24 R 9 E B 1 M
T 16 S

LEGEND

- ⊙ --- Brass caps found
- --- 5/8" @ 30" Rebars set
- ⊙ --- 1/2" @ 24" Rebars set
- Foot path easements
- Public Utility easements



CURVE DATA

CURVE	A	T	R	L	CURVE	A	T	R	L
R 26	37°38' 00"	35.00	274.84	106.54	R 27	17°00' 00"	68.63	463.77	154.18
R 27	---	61.40	506.84	131.70	R 28	---	74.41	697.77	161.69
R 28	29°03' 00"	64.40	518.47	164.35	R 29	48°00' 00"	7.37	17.78	13.97
R 29	32°43' 27"	86.39	436.23	174.43	R 30	66°15' 27"	49.86	440.30	88.70
R 30	---	71.81	646.85	144.33	R 31	---	34.11	104.30	67.84
R 31	15°22' 00"	61.36	438.23	174.45	R 32	18°00' 00"	47.95	483.24	95.00
R 32	27°38' 00"	12.96	342.77	143.88	R 33	---	34.03	319.28	67.57
R 33	10°34' 00"	50.53	274.26	106.76	R 34	44°15' 00"	19.63	467.4	86.23
R 34	---	45.04	244.25	88.89	R 35	---	705.31	508.41	380.01
R 35	32°39' 00"	45.75	239.70	88.46	R 36	18°00' 00"	88.54	468.07	95.84
R 36	---	85.75	211.78	108.04	R 37	---	107.45	181.67	184.08
R 37	64°55' 00"	14.70	26.33	27.72	R 38	69°00' 00"	71.74	72.78	113.27
R 38	---	31.30	82.37	37.75	R 39	---	40.05	40.83	63.57
R 39	30°00' 00"	30.00	60.00	20.00	R 40	48°00' 00"	21.62	348.00	41.69
R 40	30°00' 00"	25.00	50.00	16.67	R 41	31°00' 00"	---	50.00	16.25
R 41	34°45' 00"	44.04	146.76	95.17	R 42	41°45' 00"	---	60.00	81.66
R 42	---	35.96	114.14	48.73	R 43	61°45' 27"	58.34	100.78	12.24
R 43	18°00' 00"	43.43	233.86	84.50	R 44	---	43.84	15.78	54.83
R 44	---	37.37	327.34	74.07	R 45	69°00' 00"	73.80	15.78	75.35
R 45	31°57' 00"	58.74	283.08	104.44	R 46	---	32.00	32.00	50.25
R 46	---	61.10	313.08	121.70					

Prepared by
JAMES A. PATTERSON
Consulting Engineer
Sun Valley, Idaho

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PROOF OF PUBLICATION

STATE OF IDAHO, County of Owyhee, s.s.

I, MICK HODGES, being first duly sworn, on oath says that he is the Publisher of the OWYHEE NUGGET, a newspaper of general circulation, published weekly by MICK HODGES, publisher and printer thereof, at Marsing, County of Owyhee, State of Idaho;

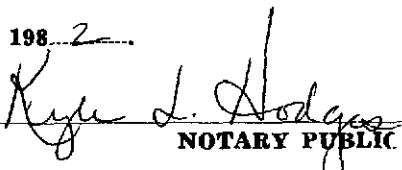
That the annexed notice was published in said newspaper once a week and every week for 7 consecutive weeks, the first publication being on the 2 day of June, 1982, and the last publication being on the 9 day of June, 1982;

That the said newspaper has been published continuously and uninterruptedly in said county during a period of more than seventy - eight consecutive weeks prior to the first publication of the attached notice.


PUBLISHER

Subscribed and sworn to before me this 9 day of

June, 1982.


NOTARY PUBLIC

My commission expires

3-86

TO WATER RIGHTS
Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use: 1/4
51-4039
NYE, CLARENCE H.
ROBERTSON, ELLISON
Source: GROUNDWATER
Priority Date: 12/31/82
Amount: 0.04 CFS
Diversion Point: NWNW Sec 24 T16S R09E OWYHEE Co.
Use: DOMESTIC (0.04 CFS)
from 01/01 to 12/31
Place of Use: NWNW Sec 24 T16S R09E
Diversion Means: WILD & PUMP
Any objection to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 925 N. Cole Road, Boise, Idaho 83726.
A RETURNED CHECK
Director
Published in the Owyhee Nugget, Marsing, Idaho

RECEIVED
JUN 11 1982

Department of Water Resources
Western Regional Office

MICK HODGES



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

June 8, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

CHARLES E FRANTZ JR
375 CONNIE
LOS ALAMOS NM 87544-3615

RE: Water Right 51-07195 & Claim 51-04039

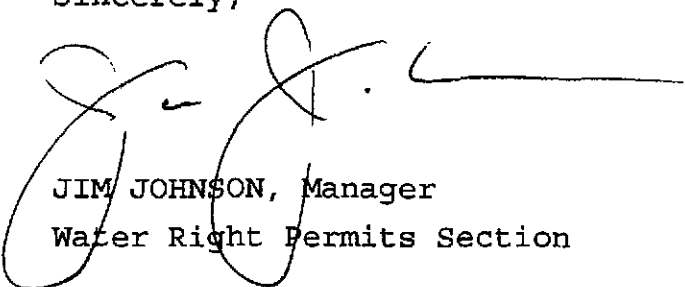
Dear Mr. Frantz:

The Department is in receipt of the correspondence changing the ownership of the above referenced water right and claim to you. We have modified our records to reflect these changes in ownership and computer-generated reports are enclosed.

Just a reminder, because of a law that went into effect July 1, 1996, all water right owners are required to report change of address or ownership to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee to the water right owner. If you have other water rights that haven't had the ownership updated please contact the department as soon as possible.

If you have any questions regarding this matter, please feel free to contact me at (208) 327-7947.

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:klt

Enclosures

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JUN 09 1999

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: GLS

Right Number ^{OK} 51-4039 Applicant Nye, Clarence

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. 6/10/82
- ☒ Claim published correctly. 6/30/82 6/10/82 3000/22121
- ☐ Exceptions processed.

By DBS Date 6/18/82

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By kw Date 6/28/82

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RECEIVED
JUN 23 1982

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Western Region

92 South Cole Road
Boise, Idaho 83709
(208) 334-2190

JUNE 23, 1982

CLARENCE H. NYE
ROGERSON

ID 83382

RE: Claim No. 51-4039

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

JOID B. SHAW
Western Region Supervisor

Enclosure

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NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709.

A. KENNETH DUNN

Director

Published 6/3 & 6/10/82.

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51-4039-

NYE, CLARENCE H.

ROGERSON, ID 83302

Source: GROUNDWATER

Priority Date: 12/01/1972

Amount: 0.04 CFS

Diversion Point: NWNW Sec 24 T 16S R 09E, Owyhee Co.

Use: DOMESTIC (0.04 CFS) from 01/01 to 12/31

Place of Use: NWNW Sec 24 T 16S R 09E

Diversion Means: WELL & PUMP

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