

West
1/4 corner
S.13
rebar
16 Oct. 1995
954167

base of bearing
N 89°48'32"E
820.24

1/4 section line

set 1/2" rebar

PARCEL 1
6.54 ACRES +/-

county road r.p.v.

N 00°01'23"E
755.95

25 25'

S 00°01'23"W
563.99

set 1/2" rebar

SW CORNER
NW4 SW4
SECTION 13
find p.k. nail

S 00°01'23"W
1319.85

14 13
23 24

RADIUS = 1302.39

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OCT 06 1997

Department of Water Resources
Southern Region

CERTIFICATE OF SURVEY

I, Steven C. Pearson, a Registered Professional
Land Surveyor, Idaho License No. 3623, do hereby
certify that this Record of Survey has been prepared
from a survey made on the ground under my supervision
and that this map is an accurate representation of
said survey.

MICROFILMED

JUL 17 2000

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.

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1. Water Right No(s).: 36-14472
Adjudication Claim No(s).: _____

Department of Water Resources
Southern Region
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 Adrian K. Boer Jr. Linda M. Boer
4. New Owner/Claimant(s) Donald A. Baker Jr. Stacie M. Baker
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 554 S 100 W
 City, State and ZIP Code Jerome Idaho 83338
 New Telephone Number (208) 324-8635
5. Date you acquired the property 12-18-96
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate 6.54 Number and type of stock _____
 Diversion rate in CFS 0.04 Number of homes 1 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) Donald A. Baker Jr.
Stacie M. Baker
 (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**
initial review ok see 10/6/97

JUL 17 2000

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

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

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

WARRANTY DEED

#J-22863

954488

For Value Received

JUSTINE M. MESSERSMITH, AN UNMARRIED WOMAN

RECORD
Land Title & Escrow, Inc.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Nov 7 2 10 PM '95

ADRIAN K. BOER, JR. AND LINDA M. BOER, HUSBAND AND WIFE
Address: 466A SOUTH 200 WEST JEROME, IDAHO 83338

JEROME COUNTY, IDAHO
FEES \$6.00 DEP. *[Signature]*

Hereinafter called the Grantee, the following described premises situated in JEROME County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO;

TOGETHER WITH 178.45 SHARES OF NORTH SIDE CANAL COMPANY WATER STOCK

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

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

Dated: NOVEMBER 7, 1995

[Signature]
JUSTINE M. MESSERSMITH

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OCT 06 1997

Department of Water Resources
Southern Region

STATE OF IDAHO)

MICROFILMED

COUNTY OF JEROME) ss.)

NOV 17 1995

On this 7th day of NOVEMBER, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared JUSTINE M. MESSERSMITH, known or identified to me to be the person whose name IS subscribed to the within instrument,

Sandra Moore
Notary Public
Residing at: Jerome
My Commission expires: 02-15-2000



Jerome County, Idaho
Commission Expires 02-15-2000

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JUL 17 2000

EXHIBIT "A"

PARCEL NO. 1

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 13: ~~N~~~~W~~~~S~~~~W~~;

PARCEL NO. 2

TOWNSHIP 9 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO

Section 13: A parcel of land located in the ~~NW~~~~SE~~ of said
Section, described as follows:

Commencing at the East quarter section corner of Section
13;
Thence South 89°45'50" West, 1,328.45 feet along the
North boundary of the ~~NE~~~~SE~~ to the Northwest corner
of the ~~NE~~~~SE~~;
Thence South 89°45'50" West, 237.58 feet along the North
boundary of the ~~NW~~~~SE~~ to a point in the centerline
of the North Side Canal Company coulee, being the
TRUE POINT OF BEGINNING;
Thence South 53°44'10" East, 199.18 feet along centerline
said coulee;
Thence South 2°23'25" East, 839.82 feet along centerline
said coulee;
Thence North 89°58'45" East, 42.00 feet to a point on the
East boundary of the ~~NW~~~~SW~~;
Thence South 0°01'15" East, 293.32 feet along the East
boundary of the ~~NW~~~~SE~~;
Thence South 87°43'45" West, 140.15 feet;
Thence South 59°11'45" West, 130.40 feet;
Thence South 89°48'25" West, 1,076.67 feet along the
South boundary of the ~~NW~~~~SE~~ to the Southwest corner
of the ~~NW~~~~SE~~;
Thence North 0°00'30" West, 1,321.46 feet along the West
boundary of the ~~NW~~~~SE~~ to the Northwest corner of
the ~~NW~~~~SE~~;
Thence North 89°45'50" East, 1,090.87 feet along the
North boundary of the ~~NW~~~~SE~~ to THE TRUE POINT OF
BEGINNING.

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101 17 2300

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. J-24440

Date: December 17, 1996

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled Real Estate Purchase and Sale Agreement and dated February 2, 1996, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: 554 South 100 West, Jerome, ID

BUYER: DONALD BAKER, JR and STACY M. BAKER, husband and wife

SELLER: ADRIAN K. BOER, JR. and LINDA M. BOER, husband and wife

TERMS: Sale Price \$ 135,000.00

Payable as follows:

Earnest Money Deposit:	\$.00	held by
Assumption of	\$	
approximate balance owing		
after the \$ payment		
New Loan	\$121,500.00	from MAJOR MORTGAGE
Purchase Money Deed of Trust	\$	from
Cash Required at Closing	\$17,922.32	

(All assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRORATION DATE: December 18, 1996 CLOSING DATE: December 17, 1996 The closing agent is instructed to prorate all items to be prorated as of the proration date with the Seller being responsible for all such items up to but not including the date of proration and the Buyer being responsible for such items from and including the date of proration.

The property taxes for 1996 shall be prorated on the basis of 1996 tax assessed in the amount of \$1,044.00 (estimated by Assessor). The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203, and Title 63, Chapter 39 "New and Additional Assessments", "Adjustments of Taxes by the Board of Commissioners", and "Tax on Newly Constructed and Occupied Residential and Commercial Structures", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D), or PAID OUTSIDE CLOSING (POC).

NA Attorney's Fees	S Title Insurance, Owners Policy
D Closing Fee	B Title Insurance, Loan Policy
NA Assumption Fee	NA Initial Escrow Fee
NA Escrow Collection Fee	

NA Real Estate Commission % (\$) to
Real Estate Commission % (\$) to

TITLE INSURANCE: Insurer Commonwealth Order No. J-24440
S (X) Standard () Extended coverage owners policy Amt. \$135,000.00
B () Standard (X) Extended coverage loan policy Amt. \$121,500.00

HAZARD INSURANCE:

_ Assume Existing XX Obtain New _ None Required

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OCT 06 1997

Department of Water
Southern Region

MICROFILMED

1997 17 12000

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to the General Exceptions on Schedule B-Section I and Special Exceptions No.'s 1 - 8 & 11 - 13 as set out in their commitment dated December 5, 1996, and any documents recorded in connection with this transaction, the closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all cost expended by it and shall be further entitled to an escrow cancellation fee and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the Broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or The State of Idaho, nor any governmental regulations including but not limited to zoning or subdivision ordinances.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative of either party,
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in those documents may differ,
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel,
- 4) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent,
- 5) Copies of the Subdivision Plat and Restrictive Covenants where applicable,
- 6) There is currently pending in the District Court, Fifth Judicial District, State of Idaho in and for the County of Twin Falls in Civil Case No. 39576 (the general adjudication of rights to the use of water from the Snake River Basin Water system). The parties may have claims to water rights that are affected in this case. The parties need to make an independent investigation of the claims, because they are matters outside the closing and for which Land Title and Escrow, Inc. is unable to perform services in regards to the water claims,
- 7) Land Title and Escrow, Inc. shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Land Title and Escrow, Inc. be liable for any loss or impairment of funds while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.
- 8) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER:

Donald Baker Jr.
DONALD BAKER, JR

Stacy M. Baker
STACY M. BAKER

LAND TITLE AND ESCROW, INC.

BY: Shirley Moore

SELLER:

Adrian K. Boer, Jr.
ADRIAN K. BOER, JR.

Linda M. Boer
LINDA M. BOER

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JUL 17 2000²

West
1/4 CORNER
ORNER S. 13

rebar
16 Oct. 1995
954167

base of bearing
N 69° 48' 32" E
828.24

1/4 section line

est 1/2' rebar

PARCEL J
6.54 ACRES +/-

N 88° 01' 23" E
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S 88° 01' 23" W
563.99

S 88° 01' 23" W
1319.85

14 13
23 24

est 1/2' rebar

SW CORNER
NW4 SW4
SECTION 13
find p.k. nail

RADIUS = 1382.39

Oct. 1995
4166

CERTIFICATE OF SURVEY

I, Steven C. Pearson, a Registered Professional
Land Surveyor, Idaho License No. 3623, do hereby
certify that this Record of Survey has been prepared
from a survey made on the ground under my supervision
and that this map is an accurate representation of
said survey.

MICROFILMED

111 17 2000

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OCT 06 1997

Department of Water Resources
Southern Region

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

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT
I.R.C.P. 54(b) FOR

Water Right 36-14472

1996 DEC 13 AM 9:16

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

FILED _____

NAME & ADDRESS: JIM MESSERSMITH
JUSTINE MESSERSMITH
554 S 100 W
JEROME ID 83338

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 10/18/1947

POINT OF DIVERSION: T09S R16E S13 NWSW Within JEROME County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within JEROME County
T09S R16E S13 NWSW

DOMESTIC Within JEROME County
T09S R16E S13 NWSW

OTHER PROVISIONS 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.

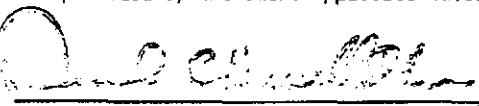
DATED: DEC 13 1996


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

RULE 54(b) CERTIFICATE

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

DATED: DEC 13 1996


DANIEL C. HURLBUTT, JR.
PRESIDING JUDGE
Snake River Basin Adjudication

MICROFILMED

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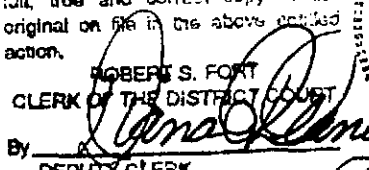
PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 36-14472

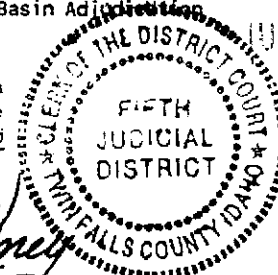
State of Idaho

County of Twin Falls

I hereby certify the foregoing to be a
full, true and correct copy of the
original on file in the above entitled
action.

ROBERT S. FORT
CLERK OF THE DISTRICT COURT

By 
Deputy Clerk



JUN 04 1997

PAGE 1
NOV-26-1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

April 7, 1997

JIM & JUSTINE MESSERSMITH
122A SEMINOLE CIR
JEROME ID 83338-6484

Re: Snake River Basin Adjudication (SRBA)
Water Right #36-14472
Change of Address

Dear Water Right Holder:

IDWR has been notified the address presently in 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 water right or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. 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.

Sincerely,

Sally Sherman
Secretary, Adjudication Bureau
Department of Water Resources

#####

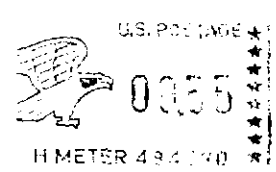
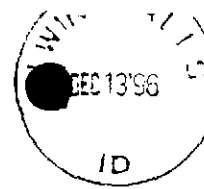
The address is correct as shown above or as otherwise changed.

Signature of Water Right Holder

MICROFILMED

APR 17 1997

STATE OF IDAHO
District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707



36-14472 ✓

MESS554 833382005 1895 12/16/96
FORWARD TIME EXP RTN TO SEND
MESSERSMITH
122A SEMINOLE CIR
JEROME ID 83338-6484

RETURN TO SENDER



JIM & JUSTINE MESSERSMITH
554 S 100 W
JEROME, ID 83338

UNDELIVERED

JUL 17 2005

1996 DEC 13 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

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

In Re SRBA)

Case No. 39576)
_____)

CERTIFICATE OF MAILING

Water Right(s): 36-14472

CERTIFICATE OF MAILING

I certify that a true and correct copy of the PARTIAL DECREE
PURSUANT TO I.R.C.P. 54(b) for WATER RIGHT 36-14472 was mailed
on December 13, 1996, with sufficient first-class postage prepaid
to the following:

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

JIM & JUSTINE MESSERSMITH
554 S 100 W
JEROME, ID 83338

DIANA DELANEY
Chief Deputy Clerk

CERTIFICATE OF MAILING

MICROFILMED

300 17 2000

PAGE 1
12/09/96

JIM & JUSTINE MESSERSMITH
554 S 100 W
JEROME, ID 83338