

Sec. 11

Twp 7

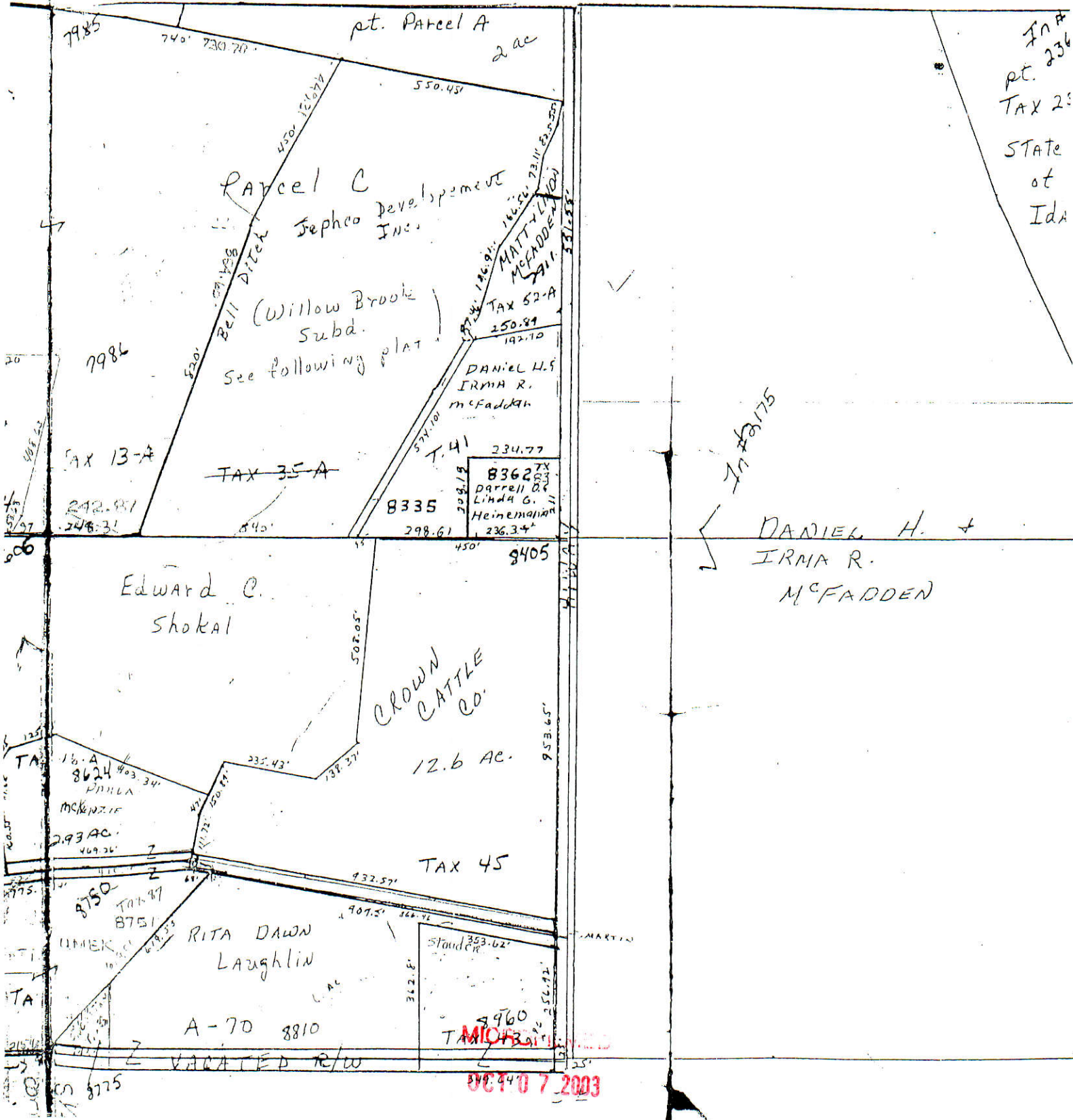
Rng. 13

SW 1/4 & SE 1/4

1/2 mile scale

Justice Ranch

SE 1/4



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

RECEIVED

AUG 06 2003

Department of Water Resources
Southern Region

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
36-39G					
36-50A					

RECEIVED

AUG 15 2003

Department of Water Resources

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) Matt & Linda McFadden
- 210 Willow Lane, Hagerman, ID 83332
4. New Owner/Claimant(s) Glenn^P & Thomasene^R McLeary
- Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 210 Willow Lane
- City, State and ZIP Code Hagerman, ID 83332
- New Telephone Number (208)
5. Date you acquired the property 08/01/03

MICROFILMED

AUG 15 2003

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)

Thomasene P. McCleary
Thomasene P. McCleary

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 J. F. Date 8-8-03 Fee \$50
 Received by J. F. Date 8-8-03 Receipt No. 5026033
 Processed by _____ AJ Date _____ WR _____ Date _____

MICROFILMED

1993 1 2000

QUIT CLAIM DEED

FOR VALUE RECEIVED

MATT MCFADDAN and LINDA MCFADDAN, Husband and Wife

GRANTOR

Hereby Convey, Release, Remise and Forever Quitclaim Unto

GLENN O. MCCLEARY and THOMASENE P. MCCLEARY, Husband and Wife

GRANTEE

Whose address is 210 Willow Lane, Hagerman, ID. 83332

The following described premises, to-wit:

5 Shares of Irrigation water with the Buckeye Ditch Company.

Irrigation water with the Florence Livestock Spring, represented by Idaho Department of Water Resources
Right No. 36-39A

Domestic water with Idaho Department of Water Resources represented by Right No. 36-39G. 4

Together with their appurtenances.

Dated: 8-1-03

Matt McFaddan
MATT MCFADDAN

Linda McFaddan
LINDA MCFADDAN

State of IDAHO }
County of Candlish } ss.

On this 1st day of August, 2003, before me, the undersigned, personally appeared Matt McFaddan and Linda McFaddan, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Jarrod T. Ball
Notary Public
Residing At: 7-25-2008
Commission Expires:

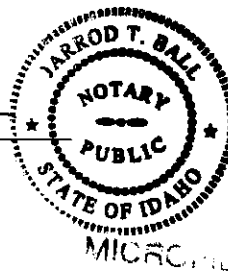


EXHIBIT A
G030328

Part of Parcel "C" of the Robert L. Justice Ranch Survey filed in the office of the Gooding County Recorder and being a part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho described as follows:

Commencing at the Southeast corner of said Parcel C;
Thence North 0°06'15" West along the East boundary of said Parcel C, 587.67 feet;
Thence South 79°21'33" West 47.74 feet to the West boundary of U.S. Highway 30 Project No. F-2361 (18), Highway Survey, the Point of Beginning;
Thence along the West boundary of U.S. Highway 30, 551.55 feet on the arc of a curve to the Left with a radius of 42,971.85 feet, a central angle of 0°44'07" and a chord which bears North 0°43'44" West 551.54 feet to the point of intersection with the centerline of the Buckeye Ditch and the North boundary of Parcel C;
Thence following the centerline of said Buckeye ditch the following courses and distances:
South 8°44'36" West 55.35 feet;
South 24°15'59" West 82.53 feet;
South 7°57'07" West 73.11 feet;
South 33°24'44" West 166.56 feet;
South 17°29'29" West 186.90 feet;
South 26°38'31" West 87.46 feet;
thence leaving said ditch North 79°21'33" East 250.89 feet to the Point of Beginning.

EXCEPTING THEREFROM: That portion described in the Deed to Fred J. Walmsley, Trustee and Susan K. Walmsley, Trustee of the Fred J. and Susan K. Walmsley Living Trust dated March 3, 1995, recorded April 17, 2003 as Instrument No. 200234.

MICROFILMED

OCT 17 2003

Order No. G030328

WARRANTY DEED

For Value Received

MATT MCFADDAN and LINDA MCFADDAN, Husband and Wife

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

GLENN O. MCCLEARY and THOMASENE P. MCCLEARY, Husband and Wife

the grantee(s), whose current address is

210 Willow Lane, Hagerman, ID. 83332

the following described premises, to-wit:

See Attached Exhibit "A"

Instrument # 202001

GOODING, GOODING, IDAHO

2003-08-01

04:16:16 No. of Pages: 2

Recorded for: GOODING TITLE

HELEN EDWARDS

Ex-Officio Recorder Deputy

Fee: 6.00

St. House

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: July 30, 2003

Matt McFadden
MATT MCFADDAN

Linda McFadden
LINDA MCFADDAN

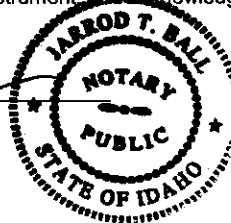
STATE OF IDAHO

COUNTY OF GOODING

On This 1st day of August, in the year 2003, before me, a Notary Public in and for said State, personally appeared **MATT MCFADDAN and LINDA MCFADDAN**, 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 of Idaho
Residing at *Truck Falls*
Commission Expires: *7-25-2008*



MICROFILMED

SEP 1 2003

TITLE & ESCROW
COMPANIES

EXHIBIT A
G030328

Part of Parcel "C" of the Robert L. Justice Ranch Survey filed in the office of the Gooding County Recorder and being a part of the NW¼SE¼ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho described as follows:

Commencing at the Southeast corner of said Parcel C;
Thence North 0°06'15" West along the East boundary of said Parcel C, 587.67 feet;
Thence South 79°21'33" West 47.74 feet to the West boundary of U.S. Highway 30 Project No. F-2361 (18), Highway Survey, the Point of Beginning;
Thence along the West boundary of U.S. Highway 30, 551.55 feet on the arc of a curve to the Left with a radius of 42,971.85 feet, a central angle of 0°44'07" and a chord which bears North 0°43'44" West 551.54 feet to the point of intersection with the centerline of the Buckeye Ditch and the North boundary of Parcel C;
Thence following the centerline of said Buckeye ditch the following courses and distances:
South 8°44'36" West 55.35 feet;
South 24°15'59" West 82.53 feet;
South 7°57'07" West 73.11 feet;
South 33°24'44" West 166.56 feet;
South 17°29'29" West 186.90 feet;
South 26°38'31" West 87.46 feet;
thence leaving said ditch North 79°21'33" East 250.89 feet to the Point of Beginning.

EXCEPTING THEREFROM: That portion described in the Deed to Fred J. Walmsley, Trustee and Susan K. Walmsley, Trustee of the Fred J. and Susan K. Walmsley Living Trust dated March 3, 1995, recorded April 17, 2003 as Instrument No. 200234.

MICROFILMED

OCT 17 2003

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



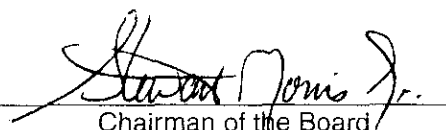
STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest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

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

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

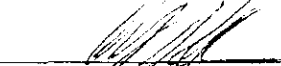
Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

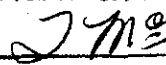

Chairman of the Board
Countersigned by:




President


Authorized Signatory
Gooding Title and Escrow
Company
Gooding, Idaho 83330
City, State

READ & APPROVED
BY 

READ & APPROVED
BY 
MICHAEL

CONDITIONS AND STIPULATIONS

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



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

MICROFILM

1974 12 20

Schedule A

Order Number: G030328

Commitment Number:

1. **Effective Date:** June 23, 2003 @ 8:00 AM

2. Policy or Policies to be issued:	Amount of Insurance	Premium Amount
(a) A.L.T.A. Owner's Proposed Insured:	130,000.00	695.00
GLENN O. MCCLEARY and THOMASENE P. MCCLEARY		
(b) A.L.T.A. Mortgagee's Proposed Insured:	0.00	0.00

ENDORSEMENTS :

Total:	0.00
Premium Total:	695.00

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

FEE SIMPLE

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

MATT MCFADDAN and LINDA MCFADDAN

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

See Attached Exhibit "A"

The records of the Gooding County Tax Rolls disclose the above property address as:
210 WILLOW LANE, HAGERMAN, ID. 83332

In the event that this transaction fails to close, a fee will be charged to comply with the State Insurance Code.

MICROFILM

2003 JUN 23 10:00 AM

Stewart Title Guaranty

EXHIBIT "A"

Part of Parcel "C" of the Robert L. Justice Ranch Survey filed in the office of the Gooding County Recorder and being a part of the NW¼SE¼ of Section 11, Township 7 South, Range 13 East, Boise Meridian, Gooding County, Idaho described as follows:

Commencing at the Southeast corner of said Parcel C;
Thence North 0°06'15" West along the East boundary of said Parcel C, 587.67 feet;
Thence South 79°21'33" West 47.74 feet to the West boundary of U.S. Highway 30 Project No. F-2361 (18), Highway Survey, the Point of Beginning;
Thence along the West boundary of U.S. Highway 30, 551.55 feet on the arc of a curve to the Left with a radius of 42,971.85 feet, a central angle of 0°44'07" and a chord which bears North 0°43'44" West 551.54 feet to the point of intersection with the centerline of the Buckeye Ditch and the North boundary of Parcel C;
Thence following the centerline of said Buckeye ditch the following courses and distances:
South 8°44'36" West 55.35 feet;
South 24°15'59" West 82.53 feet;
South 7°57'07" West 73.11 feet;
South 33°24'44" West 166.56 feet;
South 17°29'29" West 186.90 feet;
South 26°38'31" West 87.46 feet;
thence leaving said ditch North 79°21'33" East 250.89 feet to the Point of Beginning.

EXCEPTING THEREFROM: That portion described in the Deed to Fred J. Walmsley, Trustee and Susan K. Walmsley, Trustee of the Fred J. and Susan K. Walmsley Living Trust dated March 3, 1995, recorded April 17, 2003 as Instrument No. 200234.

MICROFILMED

007 47 2003

Stewart Title Guaranty

Schedule B

Order Number: G030328

Commitment Number:

PART I

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the company.

1. Taxes or assessments which are not shown as existing liens by records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. 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.
7. Any adverse claim based upon the assertion that
 - a) Some portion of the land forms the bed of a navigable river or lake, or lies below the mean high water mark thereof;
 - b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake
 - c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attached subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

PARAGRAPHS 1-4, 6-8 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF WHICH MAY BE TYPED AS A SPECIAL EXCEPTIONS IN SCHEDULE B - PART II.

PART II

The following matters will be excepted in Schedule B of the policy to be issued:

9. General Taxes for 2003 are an accruing lien, not yet due or payable.

NOTE: Taxes for 2002 were \$773.06, Parcel No. RP07S13E117911, Bill No. 8151, Homeowners Filed, which have been paid in full.

10. Levies and assessments due Gooding County for Solid Waste.
11. Liens, levies and assessments of the North Side Canal Company and the rights, powers and easements of said Company, as by law provided.
12. Canals and laterals of North Side Canal Company and Subject to the rights of ingress and egress.

(Continued)

MICHAEL

APR 17 2003

Stewart Title Guaranty

Schedule B

Order Number: G030328

Commitment Number:

13. Power Line Easement and the Terms and Conditions thereof:
In Favor of: Idaho Power
Recorded: March 4, 1965
Instrument No.: 13898

14. Power Line Easement and the Terms and Conditions thereof:
In Favor of: Idaho Power
Recorded: February 7, 1975
Instrument No.: 53368

NOTE: We have done a judgment and lien search for matters recorded in the County Recorder and filed with the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code against all parties involved in this transaction, and as of the commitment date, we find: NONE

MICROFILMED

APR 11 1980

Stewart Title Guaranty

Schedule C

Order Number: G030328

Commitment Number:

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

NOTE: We have not provided copies of any exceptions with this report. However, copies of said exceptions will be provided upon request.

For further information regarding this report, please contact:

Gooding Title & Escrow Company
342 Main Street P. O. Box 446
Gooding, ID 83330

TITLE OFFICER: Chris J. Keller
(208) 736-2424 fax (208) 736-3737

ESCROW OFFICER: Leslie Lierman
208-934-4427 fax 208-934-4741

MICROFILMED
1991

Stewart Title Guaranty

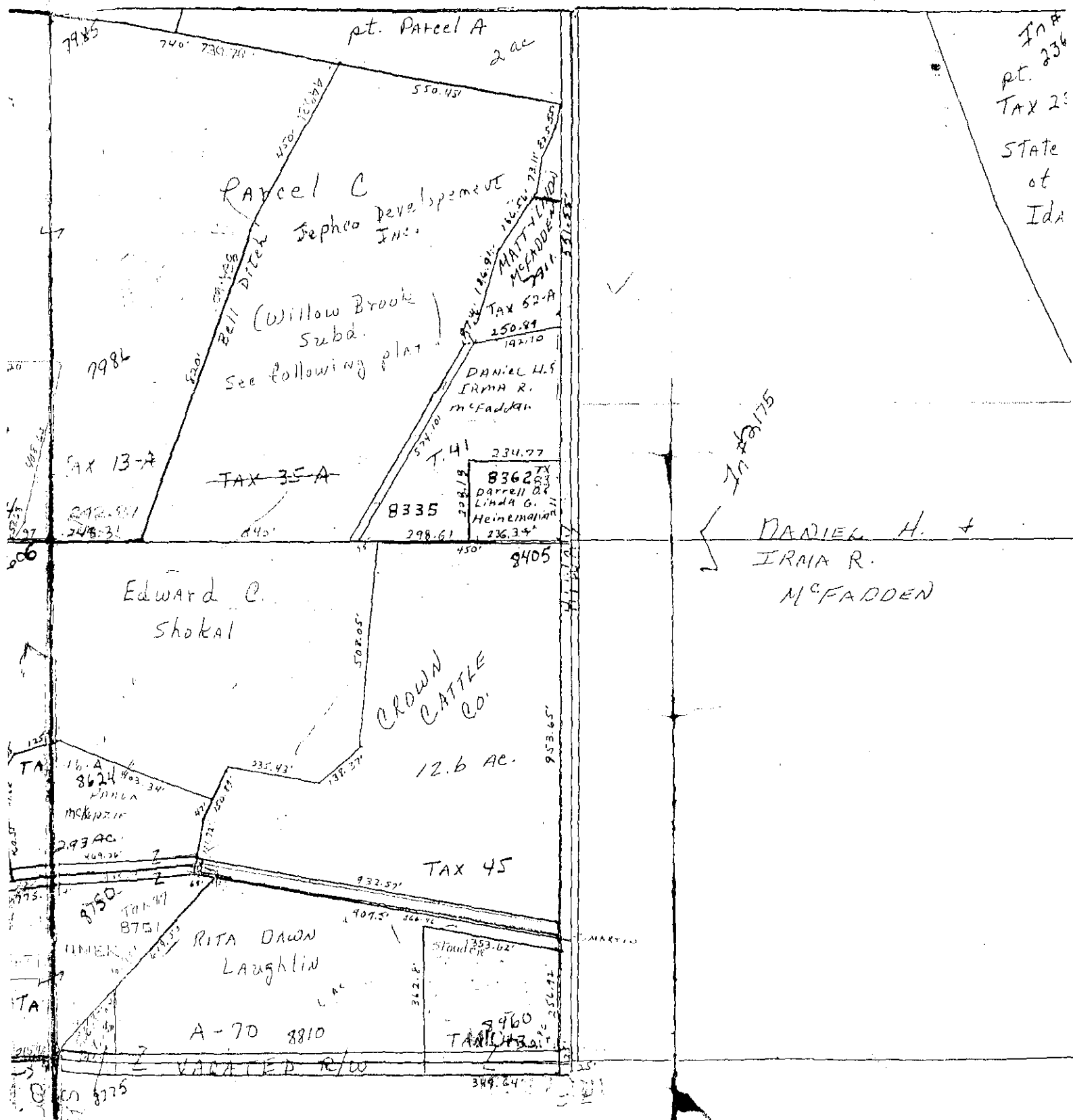
Eng. 13

SW 1/4 & SE 1/4

1/2 mile scale

Justice Ranch

SE 1/4



Important Information About Your Water Right

August 27, 2001

LINDA L MC FADDAN
MATTHEW D MC FADDAN
RT 1 BOX 410
HAGERMAN, ID 83332

Dear Water Right Claimant(s):

The reverse side of this letter contains a copy of an ***Order Amending Irrigation Period of Use Element in Partial Decree and Incorporating into Partial Decree An Express Statment Regarding General Provisions, Nunc Pro Tunc*** (hereinafter "***Order***") for water right number 36-00039G. According to Idaho Department of Water Resources (IDWR) records, you are the current owner of this water right. If you are not the current owner, please contact IDWR immediately at:

Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706
800-451-4129

The Purpose of the ***Order*** is to set forth beginning and ending dates for the irrigation period of use for this water right. As stated in the face of the ***Order***, this action was necessary following the decision of the Idaho Supreme Court in *A&B Irrigation Dist. v. Idaho Conservation League*, 131 Idaho 411, 423, 958 P.2d 568, 580 (1998). This ***Order*** also incorporates into the ***Partial Decree*** an express statement that the ***Partial Decree*** is subject to such general provisions necessary for the definition or for the efficient administration of the water right. This express statement is necessary to comply with the requirements of Idaho Code section 42-1412(6). This ***Order*** in combination with the ***Partial Decree*** that was issued for this water right on December 29, 1997, sets forth all of the elements of your water right. The Snake River Basin Adjudication (SRBA) Court suggests that you keep this document in a safe location together with a copy of the ***Partial Decree*** to show evidence of the water right. The original of this ***Order*** and the original of the ***Partial Decree*** for this water right are on file with SRBA Court. If you do not have a copy of the original ***Partial Decree***, one can be obtained by contacting the SRBA Court at (208) 736-3011. Please note that the ***Order*** is entered ***Nunc Pro Tunc***, meaning that the ***Order*** will be treated as if it were issued the same date that the ***Partial Decree*** was originally issued.

Sincerely,



Diana Delaney
Case Administrator

MICROFILMED

AUG 27 2001

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 TO
I.R.C.P. 54(b) FOR
Water Right 36-00039G

1997 DEC 29 PM 3:40
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED

NAME & ADDRESS: MATTHEW D MC FADDAN
LINDA L MC FADDAN
RT 1 BOX 410
HAGERMAN ID 83332

SOURCE: BILLINGSLEY CREEK TRIBUTARY: SNAKE RIVER
QUANTITY: 0.04 CFS

THE APPROPRIATOR IS ENTITLED TO THE QUANTITY OF WATER
DESCRIBED FOR STOCK WATER PURPOSES AT A POINT OF MEASUREMENT
WHERE THE DELIVERY DITCH ENTERS THE PLACE OF USE DESCRIBED, SO
LONG AS THE QUANTITY DIVERTED AT THE POINT OF DIVERSION DOES NOT
CONSTITUTE UNREASONABLE WASTE.

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

PRIORITY DATE: 01/02/1891

POINT OF DIVERSION: T07S R13E S11 SESENE Within GOODING County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	Irrigation Season	0.04 CFS
	STOCKWATER	01-01 12-31	0.02 CFS

PLACE OF USE: IRRIGATION Within GOODING County
T07S R13E S11 NWSE 1.3
1.3 ACRES TOTAL

STOCKWATER Within GOODING County
T07S R13E S11 NWSE

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

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

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.



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

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water Right 36-00039G

PAGE 1
DEC-12-1997

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 15, 2003

GLENN O MC LEARY
THOMASENE P MC LEARY
210 WILLOW LN
HAGERMAN ID 83332

RE: Change of Ownership for Water Rights 36-39G and 36-50A

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED
OCT 6 2003



August 5, 2003

VIA Hand Deliver

IDWR Southern Region
Attn: Trish or John
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380

Re: Order No. G030328
McCleary / McFaddan

Dear Trish or John:

In connection with the above mentioned order, attached please find our check no. 3049 in the amount of \$50.00, representing: Water Right Transfer.

Also attached are copies/originals of the following document(s):

- ☒ Notice of Change in Water Right Ownership
- ☒ Quit Claim Deed
- ☒ Warranty Deed
- ☒ Copy of the Commitment

Thank you for using Gooding Title & Escrow Company. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Missy J. Brown
Escrow Assistant
Gooding Title & Escrow Company

/mjb

encl.

RECEIVED

AUG 06 2003

Department of Water Resources
Southern Region

MICROFILMED