

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

TWP. 2N

RGE 1W

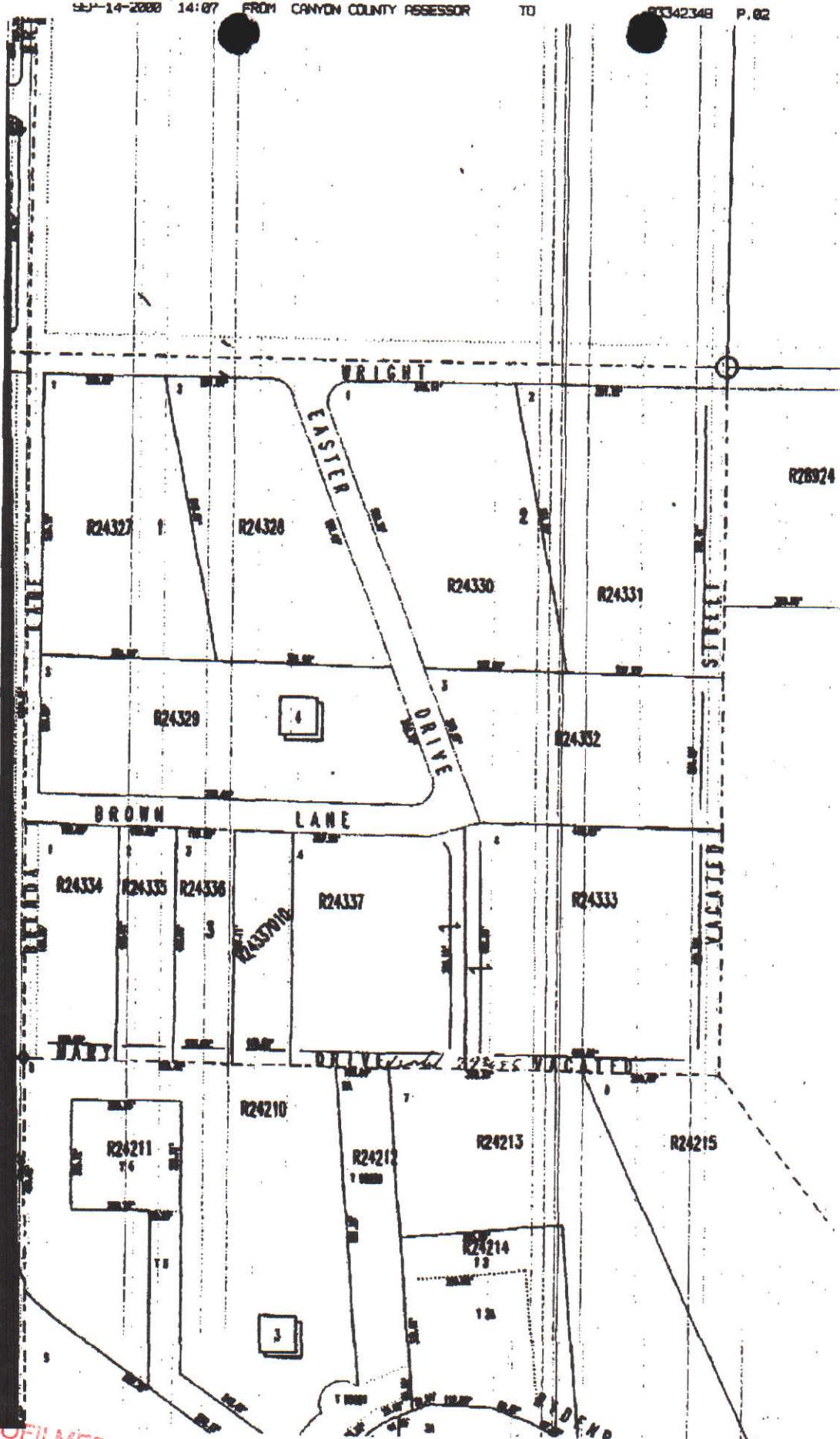
8

* P.O. r
Pl. p use

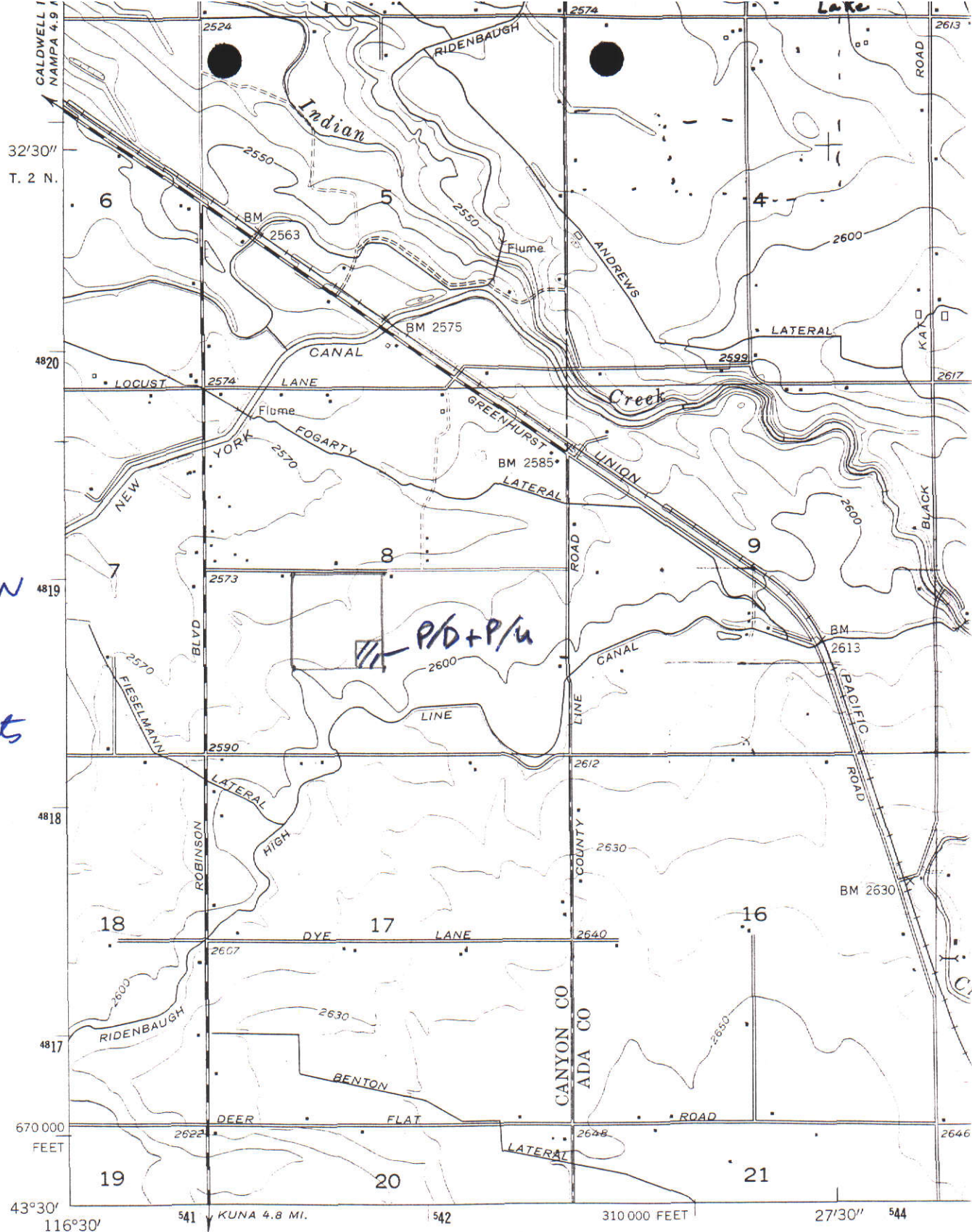
Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Carlene Goodman
(Applicant)



MICROFILMED
JUN 24 2002



T2N RIW
Sec 8
NESW
No Gov Lts

P/D + P/U

(MELBA)
2670 INE

Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Culture and drainage by multiplex methods
from aerial photographs taken 1951
Topography by plane-table surveys 1953

Polyconic projection. 1927 North American datum
10,000-foot grid based on Idaho coordinate system,
west zone
1000-meter Universal Transverse Mercator grid ticks,
zone 11, shown in blue

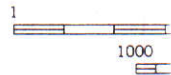
Red tint indicates areas in which only landmark buildings are shown

Revisions shown in purple compiled from aerial photographs

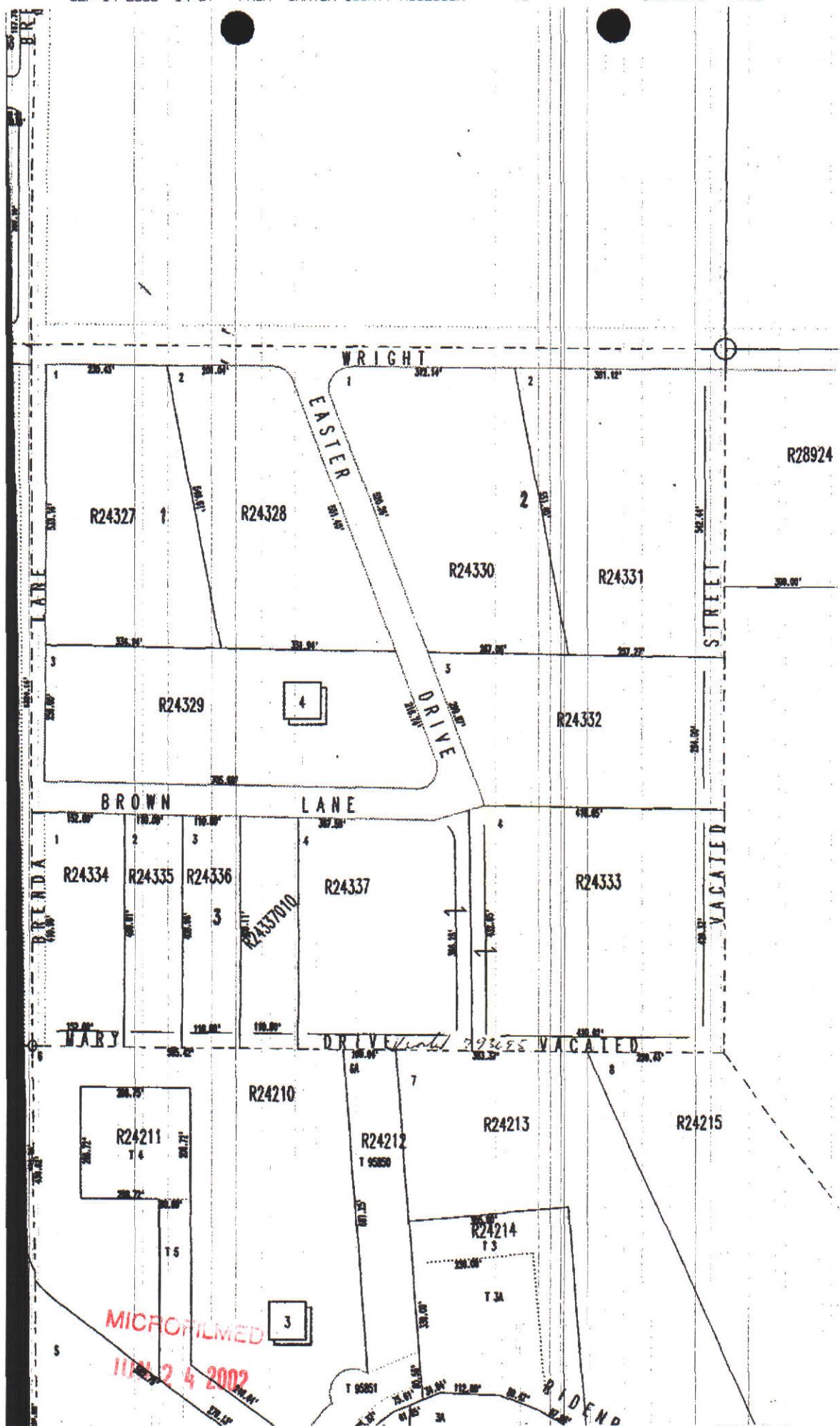
MICROFILMED
JUN 24 2002



UTM GRID AND 1971 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



FOR SALE BY U.S.
A FOLDEF







State of Idaho

DEPARTMENT OF WATER RESOURCES

WESTERN REGION, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-2190

October 26, 1982

Earlene Goodman
P. O. Box 526
Nampa, ID 83651

Re: 63-9926

Dear Mr. Goodman:

We acknowledge receipt of your statement submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department.

☐

A field examination of your system has been scheduled for _____.

If this time and date is not convenient for you, please contact this office as soon as possible.

☒

A field examiner will contact you to arrange to examine your system.

If you have any questions regarding the field examination, please contact this office.

Sincerely,

Judy Pense

Judy Pense
Secretary

RECEIVED

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 63-09926

Priority: June 22, 1982

Maximum Diversion Rate: 0.12 CFS
Maximum Diversion Volume: 18.0 AF

It is hereby certified that THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
4910 EASTER DR
NAMPA ID 83686 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated June 22, 1982; and has submitted Proof of Beneficial Use on September 28, 1982. An examination indicates that the works have a diversion capacity of 0.26 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

BENEFICIAL USE

IRRIGATION

PERIOD OF USE

3/1 to 11/15

DIVERSION RATE

0.12 CFS

**ANNUAL
DIVERSION VOLUME**

18.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 8, Twp 2N, Rge 1W, B.M. CANYON County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 01W 8																	4.0

Total Acres: 4

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 21st day of MAY, 2002.

MICHAEL W. KEE
JUL 1 1982

Acting for

KARL J. DREHER
Director

State of Idaho
Department of Water Resources
APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-09926

RECEIVED

MAY 17 2002

Department of Water Resources

Date of Priority: June 22, 1982

Maximum Diversion Rate: 0.12 CFS

Maximum Diversion Volume: 18.0 AF

Comes now EARLENE GOODMAN
PO BOX 526

NAMPA ID 83651 and represents to the Director of the Idaho Department of Water Resources that she is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 63-09926, and requests that the permit be changed as follows:

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	3/01 to 11/15	0.12 CFS	18.0 AF

LOCATION OF POINT(S) OF DIVERSION:GROUND WATER SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 8, Twp 2N, Rge 1W, B.M. CANYON CountyPLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N 01W 8																	4.0

Total Acres: 4

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk. Signed this 17 day of May, 2002.

Prinda Raubenheim
(Signature)

MICROFILMED

MAY 14 2002

State of Idaho
Department of Water Resources
APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 63-09926

FOR DEPARTMENT USE ONLY
Preliminary check by SWK Fee = 50.00 Received by JH # C062149 Date 5/17/02

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, Karl J. Dreher, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 63-09926 with the following:

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the lands above.

Witness my hand this 21st day of MAY, 2002.

Acting for


KARL J. DREHER
Director

MICROFILMED
JUN 14 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant EARLENE GOODMAN Phone 466-7217
Post office address P.O. BOX 526, NAMPA, ID 83651
2. Source of water supply GROUNDAWATER which is a tributary of _____
3. Location of point of diversion is NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8 Township 2N
Range 1W B.M. CANYON County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 0.12 for IRRIGATION purposes from MAR. 15 to NOV. 15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. 0.12 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. PUMP W/SPRINKLER
SYSTEM.

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is 8 inches; proposed depth of well is 90 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8 Township 2N
Range 1W B.M.

(2) Amount of power to be generated: _____ horsepower under _____ feet of head.

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____.

(5) If water is to be used for other purposes describe: _____

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
2N	1W	8														4			4

Total number of acres to be irrigated 4

c. Describe any other water rights used for the same purposes as described above. NONE

9. a. Who owns the property at the point of diversion APPLICANT

b. Who owns the land to be irrigated or place of use APPLICANT

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

TWP. 2N

RGE 1W

8

* P.O.Y
P.O. fuse

Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Carlene Goodman
(Applicant)

Proposed Priority 6/22/1982

Received by jc Date 6/22/82 Time 9:00 AM

Preliminary check by 6LS Fee \$ 30.00

Receipted by jc Date 6/22/82 #22998

Publication prepared by jp Date 7/1/82

Published in Press-Tribune

Publication dates 7/8/ & 7/15/82

Publication approved AS Date 7/16/82

Protests filed by: one

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by DBS

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-9926, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before September 1, 19 83.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other:

Witness my hand this 12th day of August, 1982.

J. Glen Saxton
Chief, Operations Bureau

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO)

) ss.
County of Canyon)

Connie Cutberth
of Nampa, Canyon County, Idaho, being first duly
sworn, deposes and says:

1. That I am a citizen of the United States of America, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.

2. That I am the Principal Clerk of the Idaho Press-Tribune, a daily, (except Saturday) newspaper published in the City of Nampa and Caldwell, in the County of Canyon, State of Idaho; that the said newspaper is in general circulation in the said County of Canyon, and in the vicinity of Nampa and Caldwell, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of the notice, a copy of which is hereto attached.

3. That the notice, of which the annexed is a printed copy, was published in said newspaper

Two times

in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

4. That said notice was published the following dates:

July 8, 15, 1982

Connie Cutberth

Subscribed and sworn to before me this 15th
day of July
1982

James Lusk
Notary Public, Residing at Nampa, Idaho

MY COMMISSION EXPIRES
JULY 12th, 1985

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

63-9925

LANE, TONY S.
2117 S. KIMBALL, CALDWELL, Idaho 83605
Source: GROUNDWATER
Date Filed: June 22, 1982
Amount: 0.20 CFS
Diversion Point: SENE Sec 08 T 05 N R 04W, CANYON County
Use: IRRIGATION (0.20 CFS) from March 15 to November 15
Place of Use: NESE Sec 08 T 05N R 04W FOR 10 ACRES
Diversion Means: SPRINKLER SYSTEM

63-9926 / 52

GOODMAN, EARLENE
P.O. BOX 526, NAMPA, Idaho 83651
Source: GROUNDWATER
Date Filed: June 22, 1982
Amount: 0.12 CFS
Diversion Point: NWSE Sec 08 T 02N R 01W, CANYON County
Use: IRRIGATION (0.12 CFS) from March 15 to November 15
Place of Use: NWSE Sec 08 T 02N R 01W FOR 4 ACRES
Diversion Means: PUMP & SPRINKLER SYSTEM
If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709 on or before JULY 26, 1982.
A. KENNETH DUNN
Director

July 8, 15, 1982

RECEIVED
JUL 16 1982

Department of Water Resources
Western Regional Office



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

May 22, 2002

THE BRENDA JO RAUBENHEIMER REVOCABLE
SEPARATE PROPERTY TRUST

4910 EASTER DR
NAMPA ID 83686

RE: License No. 63-9926 - Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

The license is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Enclosed is a copy of the approved Application for Amendment.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-327-7946.

Sincerely,

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

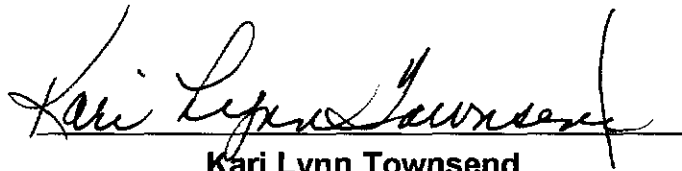
MICROFILMED

CERTIFICATE OF SERVICE

I hereby certify that on May 22, 2002 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved License) to the person(s) listed below:

RE: WATER RIGHT NO. 63-9926

**THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST
4910 EASTER DR
NAMPA ID 83686**

A handwritten signature in cursive script, reading "Kari Lynn Townsend", written over a horizontal line.

**Kari Lynn Townsend
Secretary**

MICROFILMED

JUN 24 2002

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

JUN 24 2009

Comment Report

63-9926

1. skeen 4/29/2002 License Review

Comment: Water right 63-21132 is the domestic and stockwater use on the same property. Surface water was not used in conjunction with this right during the development period, but may be obtained and used in the future.

MICROFILMED

APR 24 2002



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

May 6, 2002

BRENDA JO RAUBENHEIMER
4910 EASTER DR
NAMPA ID 83686

RE: Water Right Permit No. 63-09926

Dear Ms. Raubenheimer:

The Department of Water Resources is reviewing the permit referenced above prior to issuing a water right license. By issuing a license, the Department confirms the extent of development that has been established in compliance with the terms of the permit. The examiner who verified the water use developed under this permit reported that you are the current owner of the property where the use was established. The examiner also reported that the actual place of use and point of diversion were developed differently than described on the permit. Changes that do not increase the authorized use of water under the permit can be requested and approved in accordance with Section 42-211, *Idaho Code*. Before a license can be issued, the permit must be amended to depict your water use as it was actually developed.

The enclosed Application for Amendment form depicts the elements of the water right as they will appear on the license when it is issued. Please review the amendment form carefully. If you concur with the information presented, please sign the form and return it with the \$50.00 filing fee within 14 days.

After the permit is amended, the license will be issued to you based on the ownership information you supplied in connection with Snake River Basin Adjudication claim A63-09926.

If you have any questions, please call me at 208-327-7946.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

MICROFILMED

Enclosure(s)

MAY 14 2002

Form 42-248/43-1409(5) July, 2000

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

RECEIVED**OCT 16 2000****WATER RESOURCES
WESTERN 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, 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
63-09926	A63-09926				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
- OR**
- If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) WALTER + HELEN KNIGHTLY
- 4910 EASTER DR, Nampa 83686
4. New Owner/Claimant(s) Brenda Jo Raubenheimer
- Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 4910 EASTER DR, Nampa 83686
- City, State and ZIP Code _____
- New Telephone Number (208) 463-0433
5. Date you acquired the property March 23, 2000

MICROFILMED

OCT 16 2000

Form 42-248/42-1499(6) July, 2000

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) Brenda Jo Rauberheim
(include title if applicable) _____

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 _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

MICROFILMED

MAY 24 2002

SEP-14-2000 14:07 FROM CANYON COUNTY ASSESSOR

TO

9334234B

P.01

MODE:F ACTION:

PRESS (01 RETURN) TO VIEW ANOTHER ACCOUNT

TRQK101

REAL PROPERTY INQUIRY

01 1R24333-000- -0 098-00 SCH131

01	3,700	4.08
15	27,000	1.00
37	167,400	
77	44,000	

 RAUBENHEIMER, BRENDA JO
 REV SEPARATE PROPERTY TRUST
4910 EASTER DR
NANPA

ID 83686

 08-2N-1W SW MCFARLAND SUB 5585
 LOT 4 BLK 2 & ADJ VAC ST
 ON S & E & 1/2 ADJ VAC EASTER DR

TOTAL 242,100 5.08

 SURVEY INST 200010288
 DRAIN DR VALUE APPR WLK
 CLASS 4 REAP 97 MAN 96 UNIT 1
 PARCEL 1R055850020040 H/O N C/B N
 PRIOR ACCOUNT 0R24333-000- -0
 02 MH on Property NO
 03 Traits 04 Companion Sheet

4910 EASTER DR, NA

Pg 177A

FAX	# of Pages 2
TO Lori	FROM Julie
Co.	Canyon County Assessor
Dept.	Phone (208) 454-7431
FAX#	FAX (208) 454-7349

MICROFILMED

MAY 2 2002

[Space Above This Line For Recording Data]

DEED OF TRUST

Record and Return to:
U.S. BANK, NATIONAL ASSOCIATION
3000 Leadenhall Road, Mt. Laurel, NJ 08054

Loan #: 0010346690

THIS DEED OF TRUST ("Security Instrument") is made on March 23rd, 2000
BRENDA J RAUBENHEIMER, A MARRIED WOMAN

The grantor is

("Borrower"). The trustee is First American Title Insurance Company

("Trustee"). The beneficiary is U.S. BANK, NATIONAL ASSOCIATION

which is organized and existing under the laws of The United States of America
address is 3000 Leadenhall Road, Mt. Laurel, NJ 08054

and whose

("Lender"). Borrower owes Lender the principal sum of

Forty Thousand Dollars and Zero Cents

Dollars (U.S. \$40,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1st, 2030

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CANYON County, Idaho:

LOT 4, BLOCK 2, MCFARLAND SUBDIVISION, CANYON COUNTY, IDAHO, ACCORDING TO THE PLAT
FILED IN BOOK 12 OF PLATS, PAGE 27, RECORDS OF SAID COUNTY.

TOGETHER WITH THE VACATED ROAD (SHOWN AS ROBINSON BLVD. ON PLAT) ADJACENT AND EAST OF
SAID LOT 4, BLOCK 2; AND THE VACATED ROAD (SHOWN AS MARY DRIVE ON PLAT) ADJACENT AND
SOUTH OF SAID LOT 4, BLOCK 2; AND THAT PORTION OF THE VACATED EASTER DRIVE WEST AND
ADJACENT TO SAID LOT 4, BLOCK 2, WHICH WOULD ATTACH BY OPERATION OF LAW. Being the same
premises conveyed to the mortgagors herein by deed being recorded simultaneously
herewith; this being a purchase money mortgage given to secure the purchase price of
the above described premises.

which has the address of 4910 EASTER DRIVE

[Street]

NANPA

[City], Idaho 83686

[Zip Code] ("Property Address");

IDAHO-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3013 9/90
-6R(1D) (5705).02 Amended 5/97
Page 1 of 6
VMP MORTGAGE FORMS - (800)521-7291

Customer

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JUN 14 2002

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public

INTER VIVOS REVOCABLE TRUST RIDER

0010346690

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The **THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST** Trust created under trust instrument dated **February 25th, 2000**, for the benefit of **BRENDA J RAUBENHEIMER**

(B) "Revocable Trust Trustee(s)." **BRENDA J RAUBENHEIMER** trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **BRENDA J RAUBENHEIMER** settlor(s) of the Revocable Trust signing below.

(D) "Lender." **U.S. BANK, NATIONAL ASSOCIATION**

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:
4910 EASTER DRIVE, NAMPA, ID 83686

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **23rd** day of **March**, **2000**, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

VMP-372U (9705).01

3/94

Page 1 of 3

Initials: _____

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02/12/2001 2:29 PM

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MAR 14 2000

Customer

Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of Beneficial Interest; Transfer of the Property.

If, without the Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

BRENDA J RAUBENHEIMER

Trustee of the THE BRENDA JO

RAUBENHEIMER REVOCABLE SEPARATE

Trust under trust instrument dated February
25th, 2000, for the
benefit of BRENDA J RAUBENHEIMER

Trustee of the _____

Trust under trust instrument dated _____
_____, for the
benefit of _____

-Borrower

-Borrower

372U (9705).01

Page 3 of 3

SIGNATURE PAGE ATTACHMENT

Loan #: 0010346690

BY SIGNING BELOW, the Borrower(s) accept(s) and agree(s) to the terms and covenants set forth herein and in any rider(s) executed by Borrower(s) here attached.

BRENDA J RAUBENHEIMER

Trustee of the THE BRENDA JO RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST

Trust

under trust instrument dated February 25th, 2000

for the benefit of BRENDA J RAUBENHEIMER

Trustee of the

Trust

under trust instrument dated

for the benefit of

Trustee of the

Trust

under trust instrument dated

for the benefit of

Trustee of the

Trust

under trust instrument dated

for the benefit of

BY SIGNING BELOW, the undersigned, Settlor(s) of the THE BRENDA JO RAUBENHEIMER REVOCABLE Trust under trust instrument dated February 25th, 2000 for the benefit of BRENDA J RAUBENHEIMER

acknowledge(s) all of the terms and covenants contained in this document and in any rider(s) thereto and agree(s) to be bound thereby.

Revocable Trust BRENDA J RAUBENHEIMER Date

Revocable Trust Date

Revocable Trust Date

Revocable Trust Date

374 (9406)

0010346690

VMP MORTGAGE FORMS - (800)521-7281

8/94

MICHAEL
JUN 24 2002

Customer

**INTER VIVOS REVOCABLE TRUST AS BORROWER -
ACKNOWLEDGMENT**

Loan #: 0010346690

**BY SIGNING BELOW, the undersigned, Settlor(s) of the THE BRENDA JO
RAUBENHEIMER REVOCABLE SEPARATE PROPERTY TRUST**

Trust under trust instrument dated February 25th, 2000, for the benefit of
BRENDA J RAUBENHEIMER
acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s)
therein and agrees to be bound thereby.

BRENDA J RAUBENHEIMER

-Trust Settlor

-Trust Settlor

-Trust Settlor

-Trust Settlor**INTER VIVOS REVOCABLE TRUST AS BORROWER/ACKNOWLEDGMENT, FNMA**

6/93

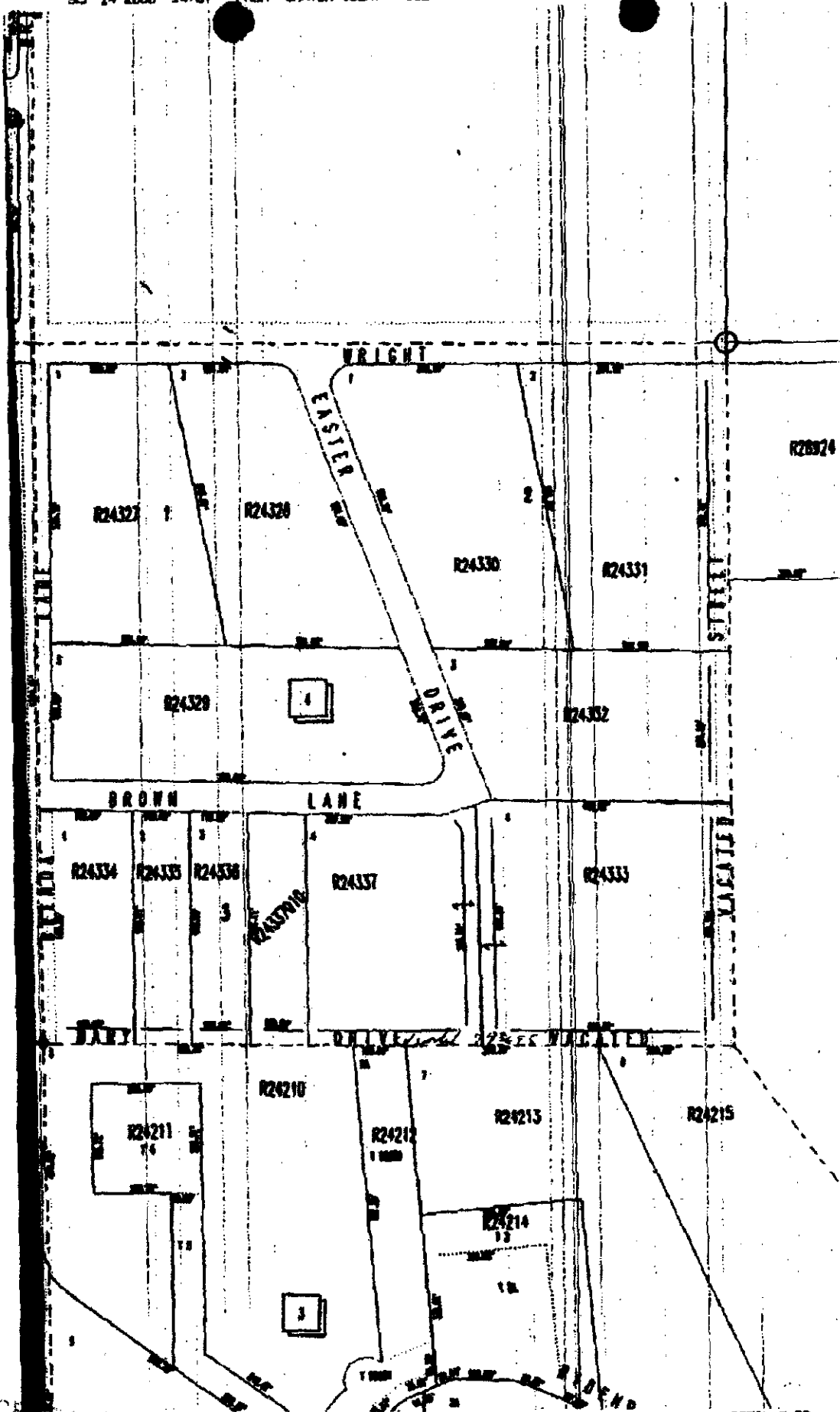
373 183091.01

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JUN 2 2002

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JUN 2 & 2002

TOTAL P.02

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
OCT 17 2000
Department of Water Resources

A. GENERAL INFORMATION

Permit No. 63-09926

1. Owner: Earlene Goodman Phone No. _____

Current Address: PO Box 526, Nampa ID 83651

2. Accompanied by: _____ EXAM DATE: 8/30/1985

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: Ground Water tributary to _____

B. OVERLAP REVIEW

1. Other water rights with the same place of use: 63-02388

2. Other water rights with the same point of diversion: 63-11799

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Govt. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
			NE	SW	8	2N	1W	Canyon	USGS Quad, Assessor's Office

2. Place(s) of Use:

Indicate Method of Determination Field Exam

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	1W	8									4								4

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OCT 2 2002

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.

Y Copy of USGS Quadrange Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

N Aerial Photo Attached (required for irrigation of 10+ acres).

N Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Franklin	7.5	2822012201	submersed	

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: Theoretical

E. NARRATIVE/REMARKS/COMMENTS

An 8" well equipped with a 7.5 hp submersible pump supplies water to 4 acres via sprinkler irrigation. P/U (5 acres total) and P/D was confirmed by Canyon County Assessor. Surface water may also be used, although not mentioned in 1985 field notes, because 63-02388 shows up as an overlap. The permit was claimed in the SRBA listing the correct P/D and P/U. The current owner is:

Brenda Jo Raubenheimer

4910 Easter Dr

Nampa ID 83686

Tele: 463-0433

A change of ownership was sent to Brenda Jo 9/14/00.

Have conditions of permit approval been met? X yes no

F. FLOW CALCULATIONS

_____ Additional Computation Sheets Attached

Measured Method:

$$7.5 \text{ hp} \times .7 \times 8.8 = 46.2 = .28 \text{ cfs}$$

$$50 + 50 \text{ psi} \times 2.31 = 165.5$$

Lift based on well log

Psi estimated for small sprinkler irrigation system

Limited to .12 cfs per permit

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 4 \times 4.5 = 18$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .12 \times 246 \times 1.9835 = 58.6$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 18$$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion	Annual Volume
	From	To	Q (cfs)	V (afa)
Irrigation	3/15	11/15	.12	18

Totals: .12 18

2. Recommended Amendments

☒ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None

☒ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

I. AUTHENTICATION

Lori Graves - Senior Agent

Field Examiner's Name

Lori Graves

Date

9/19/00

Reviewer

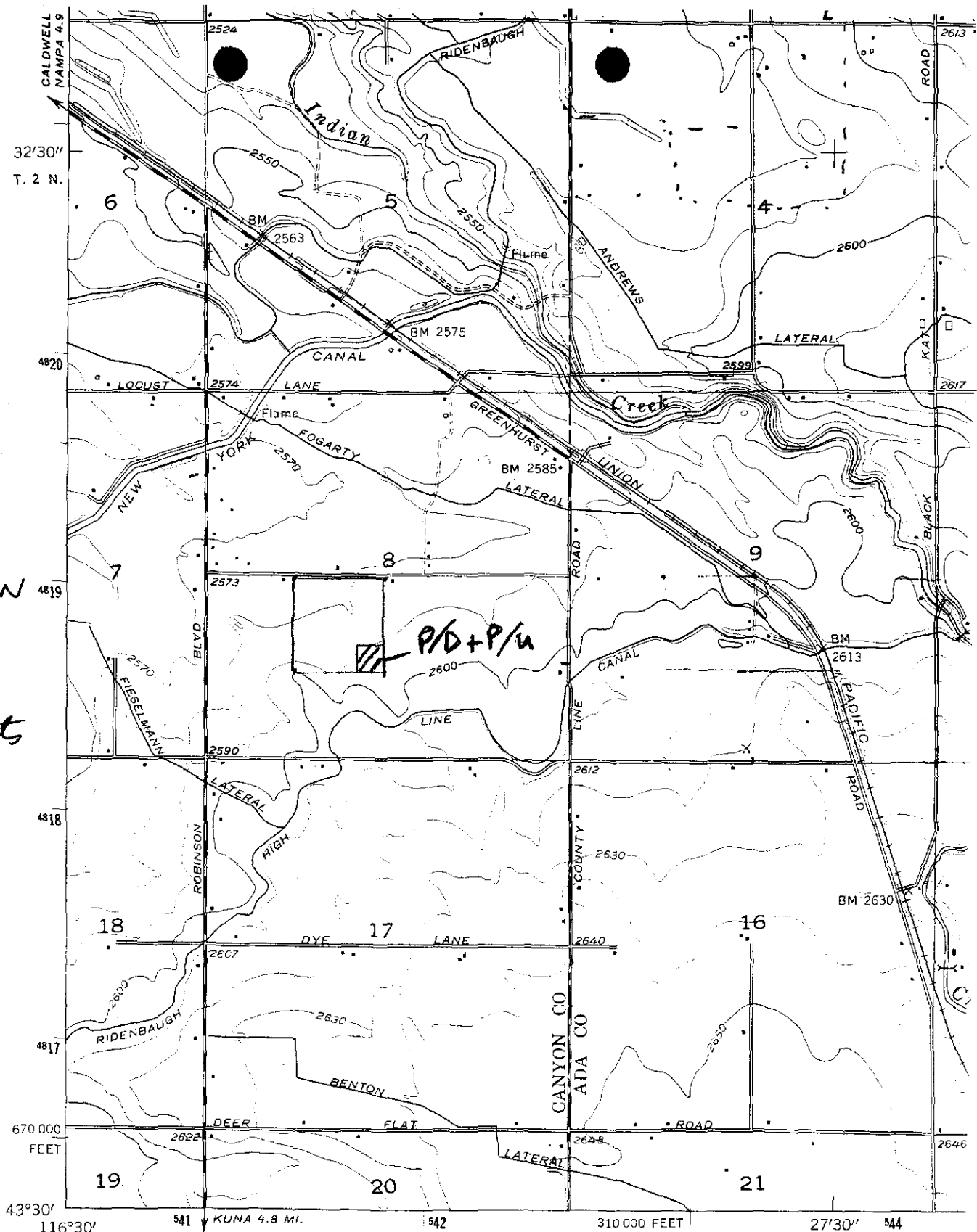
Date

SEAL

NICOR, INC.

10/1/02

T2N RIW
Sec 8
NESW
No Gov Ls



(MELBA)
2670 LINE

Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Culture and drainage by multiplex methods
from aerial photographs taken 1951

Topography by plane-table surveys 1953

Polyconic projection. 1927 North American datum
10,000-foot grid based on Idaho coordinate system,
west zone

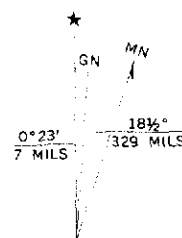
1000-meter Universal Transverse Mercator grid ticks,
zone 11, shown in blue

Red tint indicates areas in which only landmark buildings are shown

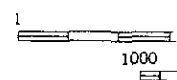
Revisions shown in purple compiled from aerial photographs

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JUN 2 4 2002



JTM GRID AND 1971 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



FOR SALE BY U. S.
A FOLDFE

MODE:F ACTION:

PRESS {01 RETURN} TO VIEW ANOTHER ACCOUNT

TRQK101

REAL PROPERTY INQUIRY

01 1R24333-000- -0 098-00 SCH131

01 3,700 4.08

15 27,000 1.00

RAUBENHEIMER, BRENDA JO
REV SEPARATE PROPERTY TRUST

37 167,400

77 44,000

4910 EASTER DR

NAMPA

ID 83686

08-2N-1W SW MCFARLAND SUB 5585

LOT 4 BLK 2 & ADJ VAC ST

ON S & E & 1/2 ADJ VAC EASTER DR

TOTAL 242,100 5.08

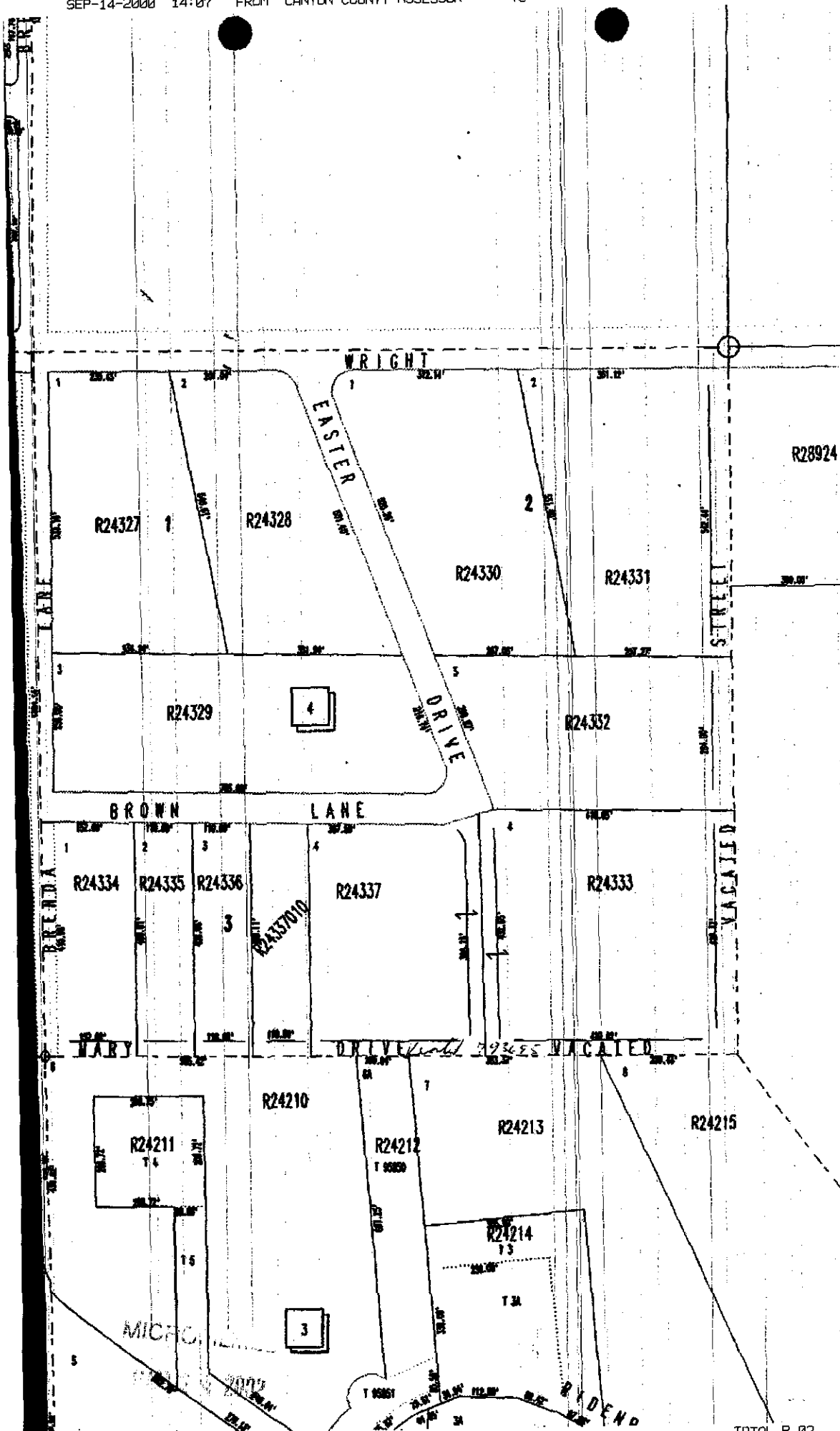
4910 EASTER DR, NA

Pg 177A

SURVEY INST 200010288
 DRAIN DR VALUE APPR WLK
 CLASS 4 REAP 97 MAN 96 UNIT 1
 PARCEL 1R055850020040 H/O N C/B N
 PRIOR ACCOUNT 0R24333-000- -0
 02 MH on Property NO
 03 Traits 04 Companion Sheet

FAX	# of Pages 2
TO Lori	FROM Julie
Co.	Canyon County Assessor
Dept.	Phone (208) 454-7431
FAX#	FAX (208) 454-7349

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 SEP 24 2002



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

BAL POINT PEN

State law requires that this report be filed with the Director, Department of Water Resources
within 30 days after the completion or abandonment of the well.

1. WELL OWNER

Name LES GOODMAN
Address _____
Owner's Permit No. _____

7. WATER LEVEL

Static water level 37' 6" feet below land surface.
Flowing? ☐ Yes ☐ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: ☐ Valve ☐ Cap ☐ Plug
Temperature _____ °F. Quality Good

2. NATURE OF WORK

☒ New well ☐ Deepened ☐ Replacement
☐ Abandoned (describe method of abandoning) _____

8. WELL TEST DATA

☐ Pump ☐ Bailer ☒ Air ☐ Other Regular
Discharge G.P.M. 100 Pumping Level 60' Hours Pumped 72

3. PROPOSED USE

☒ Domestic ☐ Irrigation ☐ Test ☐ Municipal
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type)

9. LITHOLOGIC LOG

Hole Diam.	Depth		Material	Water	
	From	To		Yes	No
8	0	1	Topsoil		✓
	1	3	Hard Clay		✓
	3	84	Basalt		✓
	84	39	broken basalt	✓	
	39	52	basalt sand	✓	
	52	62	basalt sand	✓	
	62	90	Basalt - Solid	✓	

4. METHOD DRILLED

☒ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary
☐ Cable ☐ Dug ☐ Other _____

5. WELL CONSTRUCTION

Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____
Thickness 250 inches Diameter 8 inches + 1 feet 40 feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
_____ inches _____ inches _____ feet _____ feet
Was casing drive shoe used? ☒ Yes ☐ No
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☐ Yes ☒ No
How perforated? ☐ Factory ☐ Knife ☐ Torch
Size of perforation _____ inches by _____ inches
Number _____ From _____ To _____
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
_____ perforations _____ feet _____ feet
Well screen installed? ☐ Yes ☒ No
Manufacturer's name _____
Type _____ Model No. _____
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Diameter _____ Slot size _____ Set from _____ feet to _____ feet
Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth 40' Material used in seal: ☒ Cement grout
☐ Puddling clay ☒ Well cuttings
Sealing procedure used: ☐ Slurry pit ☐ Temp. surface casing
☒ Overbore to seal depth
Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent
Weld _____
☐ Cemented between strata
Describe access port SANITARY WELL SEAL

6. LOCATION OF WELL

Sketch map location must agree with written location.
N
W E
Subdivision Name _____
Lot No. _____ Block No. _____
County Canyon
NW 1/4 SE 1/4 Sec. 8, T. 2, N. 1/4 R. 1 E. 1/4

10.

Work started 11-4-78 finished 11-5-78

11. DRILLERS CERTIFICATION

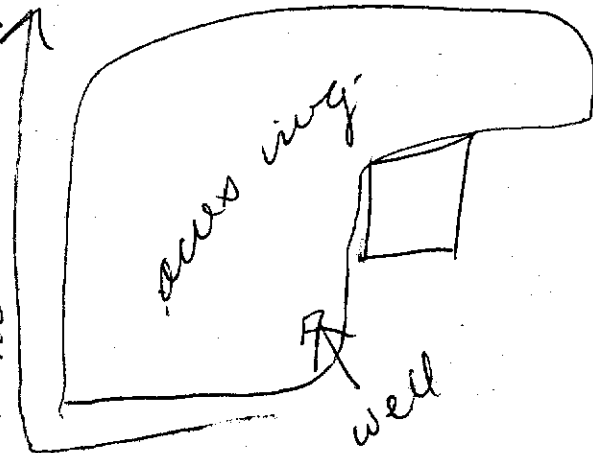
I/We certify that all minimum well construction standards were
complied with at the time the rig was removed.

Firm Name Scott Drilling Co. Firm No. 327
Address Rt. 8, Lake Avenue
Caldwell, ID 83605 Date 11-5-78
Signed by (Firm Official) James A. MICHAEL
and
(Operator) _____

OLD
MAP

Wright In.

4/10 ths to Wright In.



MICROFILMED

NOV 2 2002

vacuuming.
Corner of
Locust Lane
& either Mc -
Dermott or Colum-
bia go about $\frac{1}{2}$
mile S on Mor C
to Wright Lane
turn west approx.
 $\frac{1}{4}$ MILE to NWSE - on
Southside of road.

MAP (Attach Aerial Photo)

SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)

Point(s) of diversion: _____

Place(s) of Use

TWP.	RGE.	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Recommended Amendments:

- ☐ Change P.D. as reflected above
- ☐ Add P.D. as reflected above
- ☐ None
- ☐ Change P.U. as reflected above
- ☐ Add P.U. as reflected above
- ☐ Other _____

Examiner's Signature _____

Date _____

Checked by _____

Date _____

Approved by _____

Date _____

MICROFILMED
JAN 21 1989



State of Idaho
DEPARTMENT OF WATER RESOURCES
WESTERN REGION, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-2190

October 26, 1982

Earlene Goodrae
P. O. Box 525
Nampa, ID 83651

Re: 68-9925

Dear Mr. Goodman:

We acknowledge receipt of your statement submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department.

☐

A field examination of your system has been scheduled for _____.

If this time and date is not convenient for you, please contact this office as soon as possible.

☒

A field examiner will contact you to arrange to examine your system.

If you have any questions regarding the field examination, please contact this office.

Sincerely,

Judy Pense

Judy Pense
Secretary



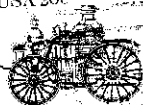
Earl Sookman
PO Box 526
Nampa Idaho 83654



Department of Water Resources

IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

Fire Pumper
1860s
USA 20c



DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources will consider this card as a statement that the permit holder(s) has completed development to the extent shown below of Permit No. 63-9926.

Name(s) of Permit Holder: EARLENE GOODMAN

Post Office Address: PO Box 526

Nampa Idaho 83651 Tel. No. 466-7217

Source of Water: GROUNDwater

Extent of Use: ☐ Domestic _____ (number of households)
☐ Stockwater _____ (number and type of stock)
☒ Irrigation 4 _____ (acres)
☐ Other _____

Measuring Device: Required? ☐ Yes ☐ No Installed? ☐ Yes ☐ No
 Access Port: Required? ☐ Yes ☐ No Installed? ☐ Yes ☐ No

The above information is a true statement of the extent to which the above numbered permit has been developed.

9-27-82
 Date

Earlene Goodman
 Signature of Permit Holder

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440

GOODMAN, EARLENE
P.O. BOX 526
NANPA, ID 83651

AUGUST 31, 1982

RE: PERMIT NO. 63-9926

DEAR PERMIT HOLDER:

ENCLOSED IS A COPY OF YOUR APPROVED APPLICATION FOR PERMIT. WE DIRECT YOUR ATTENTION TO THE CONDITIONS OF APPROVAL ON THE FOURTH PAGE.

THE EXERCISE OF THIS PERMIT MAY ALSO BE AFFECTED BY THE SUPREME COURT'S REVIEW OF THE CASE OF IDAHO POWER COMPANY VS. STATE OF IDAHO, ET AL., ADA COUNTY CIVIL NO. 62237, CURRENTLY BEING APPEALED TO THE SUPREME COURT OF IDAHO. SINCE THE USE OF WATER UNDER YOUR PERMIT MAY AFFECT THE FLOWS IN THE SNAKE RIVER BETWEEN MILNER DAM AND HELLS CANYON THE FINAL DECISION IN THIS CASE MAY DETERMINE TO WHAT EXTENT THE EXERCISE OF YOUR PERMIT IS SUBJECT TO WATER RIGHTS OF IDAHO POWER. WHILE THE SUPREME COURT IS REVIEWING THIS CASE IDAHO POWER COMPANY HAS NOT FILED A SPECIFIC PROTEST TO YOUR PERMIT. HOWEVER, THE DEPARTMENT OF WATER RESOURCES HAS BEEN ADVISED THAT THE POWER COMPANY IS NOT WAIVING ANY OF ITS RIGHTS TO CONTEST OR LIMIT THE EXERCISE OF YOUR PERMIT OR SUBSEQUENT LICENSE.

WE HAVE ENCLOSED A FORM ENTITLED "MAKING PROOF OF BENEFICIAL USE". PLEASE READ THE INSTRUCTIONS CAREFULLY SINCE YOU MUST TAKE FURTHER ACTION TO DEVELOP THIS PERMIT INTO A LICENSE.

SINCERELY,

DAVID R. TUTHILL, JR., P.E.
SUPERVISOR, WATER ALLOCATION SECTION

ENCLOSURE

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: DBS

APPLICATION NUMBER: W3-9926

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Quantity of water and period of use.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☒ Map.
☒ Signature.

Field check by: _____

Date: _____

Comments: _____

- ☒ Yes ☒ No Field check required.
☒ Yes ☒ No Critical groundwater area.
☒ Yes ☒ No Request dam safety information. Sent by: _____ Date: _____
☒ Yes ☒ No In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

SEND COPIES TO:

- ☐ Idaho State Health Department.
☐ Idaho Fish and Game Department.
☐ Idaho Department of Lands.
☐ U.S. Bureau of Land Management.
☐ U.S. Forest Service.
☐ Other _____

Copies sent by: _____ Date: _____

PROCESSING:

- ☐ Yes ☐ No Platted by: _____ Map No. _____
☐ Yes ☒ No Other rights on same place of use. None

- ☒ Yes ☐ No* In form for advertising.
☐ Yes ☐ No Final date for protests: 7/26/82
☐ Yes ☐ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: 7/16/82
☒ Application published correctly. If not, record action taken: _____
☒ Fee amount, receipt date & number, recorded on application. 30/22998
☒ Publication dates and paper, recorded on application. 7/28 & 7/16/82 Press - Dubois
☒ Protests, dates, withdrawal, etc., recorded on application.
☒ Recommendation & initial, recorded on application.
☐ Yes ☒ No Measuring device required.
☐ Yes ☒ No Access port required.
☐ Yes ☒ No Will water be delivered by watermaster? If yes, what district? _____
6/22/82 Date of priority recommended.
☒ Special conditions of approval or cover letter. P.P. GW letter

By: DBS

Date: 7/26/82

STATE OFFICE REVIEW:

SLW/III, LOS

- ☐ See attached sheet for more information.

By: SLW

Date: 8/10/82

RECEIVED

AUG 2 1982

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709 on or before JULY 26, 1982.

A. KENNETH DUNN

Director

Published 7/8 & 7/15/82.

63-9926-

GOODMAN, EARLENE

P.O. BOX 526, NAMPA, ID 83651

Source: GROUNDWATER

Date Filed: 06/22/1982

Amount: 0.12 CFS

Diversion Point: NWSE Sec 08 T 02N R 01W, CANYON Co.

Use: IRRIGATION (0.12 CFS) from 03/15 to 11/15

Place of Use: NWSE Sec 08 T 02N R 01W FOR 4 ACRES

Diversion Means: PUMP & SPRINKLER SYSTEM

RECEIVED
JUL 1 1982
FBI - BUTTE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Western Region

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

JULY 1, 1982

Idaho Press-Tribune
P.O. Box 9399
Nampa, ID 83652

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before JULY 26, 1982.

Yours truly,

HELEN L. HARRINGTON
Secretary

Encl.

