

RECEIVED

JUN 14 1971

Department of Water Administration

Affidavit of Publication

NOTICE OF CLAIM TO A WATER RIGHT No. 63-4101

Notice is hereby given that Robert and/or Marie Dana, Box 515, Mountain Home, Idaho, have filed a claim to a water right established by diversion and application to beneficial use of 0.02 cubic feet per sec-

ond of water from an Unnamed Spring tributary to Fall Creek with point of diversion in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16, T. 1N, R. 9E, B. M. in Elmore County.

The water is claimed to be used from Jan. 1 to Dec. 31 for domestic purposes with a priority of April, 1968; the place of use is within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16, T. 1N, R. 9E, B. M. Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho.

R. KEITH HIGGINSON
Director

Published in the Mountain Home News, Mountain Home, Idaho on June 3 and June 10, 1971.

County of Elmore }
STATE OF IDAHO } ss.

I, Lloyd S. Waters do solemnly swear that I am the foreman, or publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation, published once a week at MOUNTAIN HOME, IDAHO, that the notice attached hereto and which is a part of the proof of publication thereof, was published in said newspaper for

...2... consecutive weeks, the first publication having been made on the ...3... day of June, 1971, and the last publication having been made on the ...10... day of June, 19...71...; every Thursday issue of the paper

during the period and time of publication and that the notice was published in the newspaper proper and not in a supplement thereof.

And I further swear that the said MOUNTAIN HOME NEWS has been continuously and uninterruptedly published in said Elmore County during a period of 78 consecutive weeks prior to the first publication of the attached notice.

Lloyd S. Waters

Subscribed and sworn to me this 10... day of June, 1971.

Wm. M. Waters
Notary Public

63 4101

**NOTICE OF CLAIM
TO A WATER RIGHT
No. 63-4101**

Notice is hereby given that Robert and/or Marie Dana, Box 515, Mountain Home, Idaho, have filed a claim to a water right established by diversion and application to beneficial use of 0.02 cubic feet per second of water from an Unnamed Spring tributary to Fall Creek with point of diversion in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16, T. 1N, R. 9E, B. M. in Elmore County.

The water is claimed to be used from Jan. 1 to Dec. 31 for domestic purposes with a priority of April, 1968; the place of use is within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16, T. 1N, R. 9E, B. M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho.

R. KEITH HIGGINSON
Director

Published in the Mountain Home News, Mountain Home, Idaho on June 3 and June 10, 1971.

cm
6-4-71

63 4101

Identification No. _____

Claim No. 63-41019

Map No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION**

CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Robert and/or Marie Dana
post office address Box 515, Mountain Home, Idaho
2. The point of diversion is in SE ¼ of NE ¼ Section 16 Township 1N
Range 9E B.M. located on Unnamed Spring
(name of source)
tributary to Fall Creek in Elmore County.

3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.

a. Date of priority claimed:

April, 1968 amount: .02 c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
Total claimed .02 c.f.s. or _____ acre feet.

- b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

use Domestic period of use from Jan. 1 to Dec. 31 (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).

4. Description of diverting works:

- a. Surface water diversion dam and/or headgate: material is composed of _____
_____ ; length is _____ feet; height is _____ feet;
width at bottom is _____ feet; width at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

63 4101

- b. Underground water diverting works: is well flowing or pumped _____ ; depth of well is _____ feet; diameter of well is _____ inches; type of pump is _____
capacity of pump is _____ g.p.m.; name and address of well driller is _____
_____ ;

attach well logs if available; has there been any change in pump or motor since well was first completed _____; if so, give dates and explain _____

c. Conveying works: length of ditch to place of use is _____ feet; width of ditch at top is _____ feet; width of bottom of ditch is _____ feet; depth of water is _____ feet; grade of ditch per 1000 feet is _____ feet; material through which ditch passes is _____; maximum length of pipe line to first place of use is _____ feet; diameter of pipe line is _____ inches; type of pipe _____; grade of pipe per 1000 feet is _____.

Please explain any changes or increase in size of conveying system since water was first appropriated, giving date and dimensions if possible _____

d. If water is stored: name of reservoir _____ ;
total capacity of reservoir is _____ acre feet; active capacity of reservoir is _____ acre feet;
year construction commenced _____ ; year completed _____ ; date first used _____
period of storage is from _____ to _____ ; is reservoir drained each year _____ ;
is reservoir on or off stream _____ explain _____

if feeder canal is used give maximum carrying capacity _____ c.f.s.; if reservoir is off stream, describe location of reservoir by 40-acre subdivisions _____

has there been any enlargement of the reservoir since it was first built_____, if so, give dates and describe_____

5. a. Where water is used for irrigation, describe area irrigated by 40-acre subdivisions and give total acres:

[illegible]

Total number of acres to be irrigated _____

Explain any significant increase in area irrigated since first use, give dates and acreages if known _____

b. Do you get water through a ditch owned by several users? No. If yes, give the name of the ditch _____ The other users and their respective interests in the ditch are (if known) _____

6. Where water is used for stock watering, give number of each kind of stock watered _____

7. Where water is used for domestic or municipal purposes give number of families served _____ name of town supplied One

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use, and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible, giving dates and quantities _____

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation _____

State of Idaho }
County of Ada } ss.

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

Sworn to before me this 24 day of May, 1971.

Dorothy M. Dand
Claimant
Donald W. Allen
Notary Public
Residing at Borise, Idaho

My commission expires 2-18-74

rec'd # 6491

For Department Use Only

Received by ej Date 5/24/71

Exception filed by: _____

Forwarded to 6491 Date claimant by: _____

Prelim. check by ej Date 5/29/71

Fee received by ej Date 5/24/71 Fee \$ 10.00

Approved for publication by _____

Published in Mc. Home News Dates 6-3+6-10-71

INSTRUCTIONS

Your claim should set forth all necessary information to describe your claimed right. Failure to give enough information may make your claim of little value. Some of the items in the form may not apply to your situation. Please use additional sheets if space provided is not sufficient to fully answer the questions.

Paragraph No.

1. Give full name and post office address of person or company making the claim.
2. Describe the point of diversion by 40-acre subdivision. Give the name of the source, the drainage to which it is tributary if surface water, and the county in which the point of diversion is located. If there is more than one point of diversion, list others in the remarks section.
3. Give the priority dates and the quantities of water that you claim. You should accurately list the dates that you initiated each new use of the water. List separately the dates and amounts of water involved in each enlargement of the diversion. (Example: if you diverted 0.8 c.f.s. of water for irrigation on May 18, 1871, for the first time for use on 40 acres of land, and then later you enlarged the diversion by diverting an additional 0.4 c.f.s. of water to irrigate an additional 20 acres of land on June 1, 1901, your right should be described as follows:

Date of priority claimed:	<u>May 18, 1871</u>	amount:	<u>0.8 c.f.s. or</u>	<u> </u>	acre feet
	<u>June 1, 1901</u>	amount:	<u>0.4 c.f.s. or</u>	<u> </u>	acre feet
		Total claimed:	<u>1.2 c.f.s. or</u>	<u> </u>	acre feet

Since the water was used for irrigation between April 1 and October 31 on that particular farm, part b. would be completed as follows:

use irrigation period of use from April 1 to October 31 (both dates inclusive). If the water had been used for any other purpose, you would have described the priority date, amount, use, and period of use in a similar manner.

4. Describe the diversion works and explain any changes since the right was first initiated.
5. If the water is used for irrigation, give the total acreage and list the lands irrigated by 40-acre subdivisions and complete the other questions.
- 6, 7, & 8. Describe any other uses of water.
9. In the remarks section, give any information or details that you feel are not fully covered or that need clarifying. You might explain your operation, where the water is returned to if for an industrial or non-consumptive right, the condition and temperature of the returned water, and any other information to help explain your claim.

You may wish to include as a part of your claim, affidavits of witnesses who are familiar with your right and who have a personal knowledge of the circumstances which you have described in your claim. You may submit maps, drawings, certified copies of posted notices which may have been filed in the county courthouse, water measurement records, or any other document which you feel will support your claim.

Your claim will be advertised in a county newspaper for two weeks. Exceptions to your claim which dispute the water right that you have described may be received by the Department of Reclamation and you will be provided a copy of such exceptions.

The fee for filing this claim with the Department of Reclamation, Room 107, Statehouse, Boise, Idaho 83701, is \$10.00.

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JUN 14 1971

Department of Water Administration

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, Lloyd S. Waters... do
solemnly swear that I am the foreman, or
publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation,
published once a week at MOUNTAIN HOME,
IDAHO, that the notice attached hereto and
which is a part of the proof of publication
thereof, was published in said newspaper for

...2... consecutive weeks, the first publica-
tion having been made on the ...3... day
of ...June..., 1971, and
the last publication having been made on the
...10... day of ...June...
19...71...; every Thursday issue of the paper

during the period and time of publication and
that the notice was published in the newspaper
proper and not in a supplement thereof.

And I further swear that the said MOUN-
TAIN HOME NEWS has been continuously and
uninterruptedly published in said Elmore County
during a period of 78 consecutive weeks prior
to the first publication of the attached notice.

Lloyd S. Waters

Subscribed and sworn to me this ...10...
day of ...June..., 1971.

William M. Waters
Notary Public

63 4101

June 10, 1985

1901 Suncrest Drive
Boise, Idaho 83705

Department of Water Administration
Boise, Idaho

Claim #63-4101

Attention: Mr. Shaw

Thank you for your assistance, the enclosed letter is in regard
to our phone conversation on Monday, June 9, 1985. Hope this is
satisfactory, if not please advise us.

Thanks,

Naomi C. Crane

RECEIVED
JUN 17 1985

Department of Water Resources
Western Regional Office

MICROFILMED

June 10, 1985

1901 Suncrest Drive
Boise, Idaho 83705

State of Idaho
Department of Water Administration
Boise, Idaho

RE: Claim to water right #63.4101

Dear Sir:

This letter is to inform you of the change of ownership of the property at Fall Creek in Elmore County, the point of diversion is in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 16, Township 1 N, Range 9 E B.M. located on unnamed spring.

Enclosed is proof of purchase as of October 27, 1983. This letter is to be attached and made a part of the claim made by Robert and/or Marie Dana, Box 515, Mountain Home, Idaho 83647 under Section 42-225A and 42-225B Idaho Code to be referred to in the future, as Carlton D. and/or Naomi C. Crane, claim to the above water right #63.4101.

Yours truly,

Carlton D. Crane
Naomi C. Crane

RECEIVED
JUN 17 1985

Department of Water Resources
Western Regional Office

MICROFILMED

THIS DEED OF TRUST, Made this 27th day of October, 1983, BETWEEN

CARLTON D. CRANE and NAOMI C. CRANE herein called GRANTOR,

whose address is 1901 Suncrest Drive, Boise, Idaho 83705

TITLE AND TRUST COMPANY, an Idaho corporation, herein called TRUSTEE, and

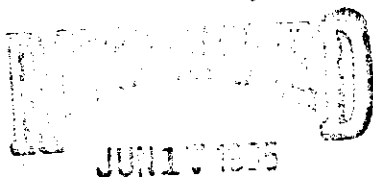
LAWRENCE A. POTTER, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Elmore

State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

A parcel of land lying the the Southwest Quarter of the Northeast Quarter of the Northeast Quarter (SW 1/4 NE 1/4 NE 1/4) of Section 16, Township 1 North, Range 9 East, Boise Meridian, described as follows:

Commencing at the section corner common of Sections 9 and 10, 15 and 16 in Township 1 North, Range 9 East, Boise Meridian, running thence South 44° 34' 40" West a distance of 933.73 feet to a metal stake, thence running due South 540 feet to a metal stake, running thence due West 200 feet to a metal stake and the real point of beginning, thence due North 80 feet to a metal stake, thence due West 105 feet to a metal stake, thence due South 80 feet to a metal stake, thence due East 105 feet to a metal stake and the REAL POINT OF BEGINNING, Elmore County, State of Idaho.



Department of Water Resources
Western Regional Office

Crane's

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of

Twenty Thousand and No/100----- Dollars, (\$20,000.00).
final payment due December 20, 1993 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

To protect the security of this Deed of Trust, Grantor agrees:

By the execution of this Deed of Trust and the Note hereby secured that provisions 1 to 6 inclusive of Part A and provisions 1 to 9 inclusive of Part B of the Master Form Deed of Trust which was recorded December 8, 1972, as Instrument No. 829115, Ada County, Idaho Mortgage Records shall be and they are hereby incorporated and made an integral part hereof for all purposes as though set forth herein at length.

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

STATE OF IDAHO, COUNTY OF

On this day of October, 19, before me, a Notary Public in and for said State, personally appeared

Carlton D. Crane and Naomi C. Crane

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public,

Residing at

Idaho.

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That this instrument was filed for record at the request of

at minutes past o'clock M., this day of

19, in my office, and duly recorded in Book of Mortgages at page

Ex-Officio Recorder.

By

Deputy.

Fees: \$

Mail to:

MICROFILMED

INSTRUMENT NO.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

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

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

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court of competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

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

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

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

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TITLE AND TRUST COMPANY

TRUSTEE

BENEFICIARY

Dated , 19

TITLE AND TRUST COMPANY

300 NORTH 6th STREET

BOX 2528

BOISE, IDAHO 83701

TELEPHONE 343-3667

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OR FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

Idaho,

, 19

To TITLE AND TRUST COMPANY, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that

the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

WATER RIGHT NUMBER 63-4101

WATER RIGHTS EDIT REPORT

12/12/79

PAGE 38

ACT

ION

N OWNER LAST NAME - DANA

FIRST NAME - ROBERT

N OWNER LAST NAME - DANA

FIRST NAME - MARIE

N ADDRESS LINE 1 - P.O. BOX 515

CITY - MOUNTAIN HOME

STATE - ID

N SOURCE - SPRING

TRIBUTARY OF - FALL CREEK

N STAGE - STATRY CLM

PRIORITY - 04-01-1968 COUNTY - ELMORE

TOTAL DIV. RATE - .0200CFS

N DIVERSION POINT - SENE 16 01N 09E

N FROM - 01-01 TO - 12-31 USE - DOMESTIC

USE DIV. RATE - .0200CFS

N USE - DOMESTIC

PLACE OF USE - 1WN 01N RNG 09E SEC 16 TRACT SENE

3/79

IDENT. NO. 63-4101

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

[illegible]

- DATA ENTRY -

Record

[illegible]

June 16, 1971

Re: Claim to a Water Right No. 63-4101

Robert and/or Marie Dana
Box 515
Mountain Home, Idaho 83647

Dear Mr. & Mrs. Dana:

The Department of Water Administration has completed the processing of your claim to a water right, and no further action is authorized under Sections 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of your claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

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

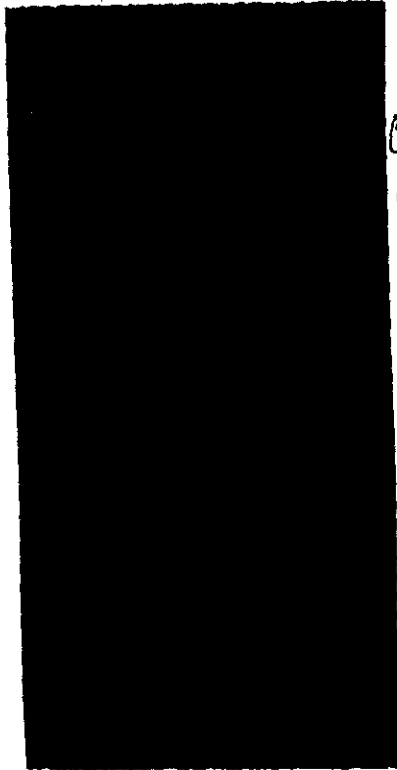
We are enclosing, for your records, a copy of your claim. If you have any questions, or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:dr
Enclosure: Copy of claim

63 4101



K
Cm
6-4-71

63 4161

May 27, 1971

Re: Claim No. 63-4101 - Robert &/or Marie Dana

Mountain Home News
P.O. Drawer 0
Mtn. Home, Idaho 83647

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication date. 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. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

63 4101

Donald W. McEldowney
Appropriation Supervisor

DWM:DR
Enc: Legal notice

Bill submitted 6-14-71 By ds

NOTICE OF CLAIM TO A WATER RIGHT

No. 63-4101

Notice is hereby given that Robert and/or Marie Dana, Box 513,

Mountain Home, Idaho

has filed a claim to a water right established by diversion and application to beneficial use of 0.02 cubic feet per second ~~surface water~~ of water from an Unnamed Spring tributary to Fall Creek with point of diversion in the SE¹/₄ of Sec. 16, T. 1N, R. 9E, B.M. in Elmore County.

The water is claimed to be used from Jan. 1 to Dec. 31 for domestic purposes with a priority of April, 1968; the place of use is within the SE¹/₄ of Sec. 16, T. 1N, R. 9E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho.

R. KEITH HIGGINSON

Director

Published in the Mountain Home News, Mountain Home, Idaho on June 3 and June 10, 1971.

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