

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A47-07733
Date Received: 11/17/1988
Receipt No: S003903
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: RONALD PIERCE
Address: PO BOX 151
ROGERSON ID 83302
208-655-4354
2. Date of Priority: MAY 8, 1981
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
14S	15E	16	SW	SE			TWIN FALLS
5. Description of diverting works:
FLOWING ARTESIAN WELL. 550 GPM.
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
FISH PROPAGATION	01/01	12/31	1.940		
7. Total Quantity Appropriated is:
1.940 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
H/CATFISH PRODUCTION.
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14S	15E	16	SW	SE		FISH	
11. Place of use in counties: TWIN FALLS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

PERMIT #47-07627 FOR IRRIGATION, SAME SOURCE.

14. Remarks:

FACILITY VOLUME = 0.18 AF.

4/28/2000 TF; OWNERSHIP CHANGED SCHNELL TO PIERCE PER 1409(6)

AND AGREEMENT OF SALE WITH PROPERTY TAX NOTICE REC'D 4/10/2000.

15. Basis of Claim: LICENSE



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 1, 2000

RONALD PIERCE
PO BOX 151
ROGERSON ID 83302

RE: SRBA Claim(s) A47-07733

Dear Mr. Pierce:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

enc.

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
APR 10 2000
Department of Water Resources
Southern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 47-07733
Adjudication Claim No(s).: _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant
Ralph Schnell
Hazel Schnell
4. New Owner/Claimant(s)
Ronald Pierce
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
P.O. Box 151
New Mailing Address
Rogerson, Idaho 83302
City, State and ZIP Code
New Telephone Number (208) 655-4354
5. Date you acquired the property 1990
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 1795 Number and type of stock 1000 cattle
Diversion rate in CFS 24.36 Number of homes four Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s)
Ronald Pierce Jr.
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

ST HALF DUE	2ND HALF DUE	FULL DUE	TOT MV	
98.16	98.16	196.32		15,360
TAX	TAX	TAX		
LATE	LATE	LATE		
INT	INT	INT		
COST	COST	COST		
TOT	TOT	TOT	TOT ACS	640.000

PIERCE RONALD W JR ET UX
PO BOX 151
ROGERSON ID 83302

TAXING DISTRICT	RATE	AMOUNT
COUNTY	.003951539	60.70
COLLEGE SO.ID	.001327830	20.40
SCHL DIST 413	.005305036	81.48
TWIN FALLS-HGWY	.001021411	15.68
SALMON TRC FIRE	.001176161	18.06
AMOUNT DUE	.012781977	196.32

SEC 16 T 14 R 15
ALL OF SECTION

RECEIVED
APR 11 2000
Department of Water Resource
Southern Region



★ ★ ★ IMPORTANT ★ ★ ★
PLEASE READ BOTH FRONT AND BACK
★ ★ MONTHLY PAYMENTS ARE ACCEPTED ★ ★ ★
PAYMENTS RECEIVED WITH A DELINQUENCY WILL BE
APPLIED TO THE OLDEST DELINQUENT YEAR.
TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.
KEEP TOP PORTION FOR YOUR RECORDS.
PERSONAL CHECKS ARE YOUR RECEIPT
SUBJECT TO BANK CLEARANCE.

FOR PROPER CREDIT THIS STUB MUST BE RETURNED WITH PAYMENT
PERSONAL CHECKS ARE SUBJECT TO BANK CLEARANCE

, RONALD W JR ET UX 1998 9

PIERCE, RONALD W JR ET UX 1998 9

Paid

2ND HALF
AMOUNT DUE 98.16

ALLS COUNTY
5E160000A
0
LATE
INT
COST
TOT

IF NOT PAID ON OR BEFORE JUNE 20, 1999
PAID 6-20-99 BY CHECK # 131314 CASH

1ST HALF FULL
AMOUNT DUE 98.16 196.32

TWIN FALLS COUNTY
SC14S15E160000A 52-00
LATE
INT
COST
TOT

DELINQUENT IF NOT PAID ON OR BEFORE DECEMBER 20, 1998
DATE PAID 12-4-98 BY CHECK # CASH

A G R E E M E N T O F S A L E

1. PARTIES: AGREEMENT Made between RALPH F. SCHNELL and HAZEL A. SCHNELL, husband and wife, (the Seller) and RONALD W. PIERCE, JR. and MARY JANE PIERCE, husband and wife, (the Buyer) on April 1, 1985.

2. SALE: The Seller agrees to sell and convey, and the Buyer agrees to purchase the real property situated in Twin Falls County, Idaho, described as follows:

Township 14 South, Range 15 East of the Boise Meridian;
Section 15: S1/2NE1/4, Except NE .77 acres of canal;
 S1/2;
Section 16: ALL;
Section 21: E1/2W1/2; E1/2;
Section 22: ALL;
Section 27: NE1/4; N1/2NW1/4; SE1/4NW1/4;
Section 28: N1/2NE1/4; NE1/4NW1/4;
TOGETHER WITH The following Idaho Water Licenses:

<u>License Number</u>	<u>Priority Date</u>	<u>Amount</u>
47-2283	December 27, 1954	4.24 cfs
30721/47-2365	September 13, 1962	5.92 cfs
47-7071	June 9, 1966	6.40 cfs
32942/47-2424	June 9, 1966	6.87 cfs
47-7102	June 4, 1970	3.46 cfs
47-2281	November 15, 1954	4.04 cfs
47-7733	May 8, 1981	1.94 cfs
Idaho Water Permit No. 47-7627	May 1, 1980	6.04 cfs

and the personal property described on Exhibit "A" attached hereto.

3. PURCHASE PRICE: The purchase price for the property is \$1,028,023.00, payable as follows:

SMITH, BEEKS & GOSS
ATTORNEYS AT LAW
P.O. BOX 508
TWIN FALLS, IDAHO 83303-0508

A. \$100,000.00 cash paid by the Buyer, receipt of which is acknowledged by the Seller.

B. \$103,690.00 one year from the date of this Agreement and a like payment on the same day of each year thereafter until the entire principal balance including interest is paid in full. The deferred balance bears interest at the rate of 9% per annum from the date of this Agreement. The Buyer may make prepayments on the principal balance at any time without penalty. Prepayments made shall be applied to the deferred balance in the reverse order of maturity and shall not abate payment of the annual installments required by this Agreement. If the Buyer shall default for more than 60 days in the making of any installment payment, the Seller may, at its election, declare the unpaid balance of the purchase price to be immediately due and payable.

4. NONASSIGNABILITY: The Buyer may not assign its rights under this Agreement without the written consent of the Seller. The Seller shall not unreasonably withhold such consent. The Buyer may not, for a period of 10 years from the date of this Agreement, sell the property subject of this Agreement without the written consent of the Seller unless Ronald W. Pierce, Jr. shall die prior to that time, in which event the property shall be freely saleable.

/ / /

SMITH, BEEKS & GOSS
ATTORNEYS AT LAW
P.O. BOX 508
TWIN FALLS, IDAHO 83303-0508

5. WASTE: Until the unpaid principal and interest are paid in full by the Buyer to the Seller, the Buyer shall keep the property and improvements in good condition and repair, reasonable wear and tear excepted.

6. POSSESSION: Possession of the premises shall be transferred to the Buyer on the date of execution of this Agreement.

7. PRORATES: All real estate taxes, rents and insurance premiums shall be prorated as of January 1, 1985.

8. INSURANCE: The Buyer shall keep the house and other buildings herein sold insured for their replacement cost during the term of this Agreement. The policies of insurance shall insure the buildings against fire and other casualties and shall be made payable to the Buyer and the Seller as their respective interests may appear. Evidence of the policies shall be delivered to the Seller. In the event of an insured loss, the Buyer shall apply the insurance proceeds either upon repairs to the property or upon the purchase price.

9. TITLE INSURANCE: The Seller shall obtain, at its expense, a policy of title insurance on the property in the face amount of \$900,000.00 insuring merchantable title in the property. The title policy shall be secured and delivered to the Buyer on or before June 1, 1985.

10. REPRESENTATION BY COUNSEL: This Agreement of Sale and accompanying Warranty Deed, Mortgage, Security Agreement and other documents were prepared by Paul M. Beeks of the firm of

SMITH, BEEKS & GOSS
ATTORNEYS AT LAW
P.O. BOX 508
TWIN FALLS, IDAHO 83303-0508

Smith, Beeks & Goss in consultation with Harry F. LeMoyne of LeMoyne Realty. Both Paul M. Beeks and Harry F. LeMoyne acted as consultants and scriveners for the parties in preparation of the documents and in the making of this transaction. The transaction itself was made by the parties without consultation of counsel.

11. LITIGATION EXPENSE: In any litigation between the parties concerning their respective rights and obligations hereunder, the prevailing party shall recover its expenses and attorney's fees therein reasonably incurred, in addition to other relief awarded. If the Seller secures the services of an attorney to give Notice of Default hereunder, the Buyer shall pay the reasonable charges of such attorney up to \$75.00 for each Notice of Default.

12. WATER PERMIT: A portion of the water herein sold is represented by Idaho Department of Water Resources Permit No. 47-7627 with a priority date of May 1, 1980, for 6.4 cfs. The final proof date for such water permit was scheduled for May 1, 1985. Buyer will request a three-year extension of time in which to complete its final proof upon such water permit. Buyer undertakes full responsibility for making final proof on such water permit and for securing any license pursuant to such permit from and after the date of this Agreement.

13. SECURITY: As security for the unpaid portion of the purchase price, Buyer shall grant and deliver a Mortgage covering the real property herein sold and a Security Agreement

SMITH, BEEKS & GOSS
ATTORNEYS AT LAW
P.O. BOX 508
TWIN FALLS, IDAHO 83303-0508

covering the personal property herein sold to the Seller. In the event of default, Seller may foreclose its Mortgage and Security Agreement in accordance with Idaho law.

14. TIME: Time is of the essence of this Agreement.

15. NUMBER AND GENDER: All words used in the singular number include the plural. All words used in the plural number include the singular. All words used in any gender include all genders.

16. BINDING EFFECT: The provisions of this Agreement and its terms and conditions are binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, The parties have signed this Agreement.

"Seller"

Ralph F. Schnell
RALPH F. SCHNELL

Hazel A. Schnell
HAZEL A. SCHNELL

"Buyer"

Ronald W. Pierce, Jr.
RONALD W. PIERCE, JR.

Mary Jane Pierce
MARY JANE PIERCE

SMITH, BEEKS & GOSS
ATTORNEYS AT LAW
P.O. BOX 508
TWIN FALLS, IDAHO 83303-0508

AGREEMENT OF SALE

STATE OF IDAHO)
 : ss.
County of Twin Falls.)

On April 1st, 1985, before me, a Notary Public
in and for said State, personally appeared RALPH F. SCHNELL and
HAZEL A. SCHNELL, husband and wife, known to me to be the persons
whose names are subscribed to the foregoing instrument and acknowl-
edged to me that they executed the same.

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

.....H. F. Lemoyne.....
Notary Public for Idaho
Residing at: Twin Falls

STATE OF IDAHO)
 : ss.
County of Twin Falls.)

On April 1st, 1985, before me, a Notary Public
in and for said State, personally appeared RONALD W. PIERCE, JR.
and MARY JANE PIERCE, husband and wife, known to me to be the
persons whose names are subscribed to the foregoing instrument
and acknowledged to me that they executed the same.

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

.....H. F. Lemoyne.....
Notary Public for Idaho
Residing at: Twin Falls

SMITH, BEEKS & GOSS
ATTORNEYS AT LAW
P.O. BOX 508
TWIN FALLS, IDAHO 83303-0508

AGREEMENT OF SALE

E X H I B I T " A "

1. Zimmatic electric pivot, I.D. #Z-93877
2. Zimmatic electric pivot, I.D. #Z-93878
3. Zimmatic electric pivot, I.D. #Z-93879
4. Zimmatic electric pivot, I.D. #Z-93880
5. Zimmatic electric pivot, I.D. #Z-17489
6. U.S. Motors 150 h.p. electric motor, Serial #1049938
7. U.S. Motors 150 h.p. electric motor, Serial #1137024
8. U.S. Motors 200 h.p. electric motor, Serial #1410614
9. 75 h.p. G.E. Booster, Serial #DEJ416114
10. 50 h.p. G.E. Booster, Serial #CFJ318312
11. G.E. 200 h.p. electric motor, Serial #EFJ513170
12. 60 h.p. G.E. booster, Serial #GFJ729329
13. 75 h.p. G.E. booster, Serial #MFJ1223111
14. G.E. 200 h.p. electric motor, Serial #AJ103137
15. G.E. 75 h.p. electric motor, Serial #KSJ1022340
16. 1,482 Class 1 AUMs in Schnell Salmon Allotment #4098
17. 290 nonrenewable AUMs due to stock driveway in Schnell Salmon Allotment #4098

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A47-07733
Date Received: 11/17/1988
Receipt No: S003903
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RALPH SCHNELL 208-655-4276
Address: P.O. BOX 122
ROGERSON, ID 83302

OR
Name: HAZEL SCHNELL 208-655-4276
Address: P.O. BOX 122
ROGERSON, ID 83302

2. Date of Priority: MAY 08, 1981

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
14S	15E	16	SW	SE			TWIN FALLS

5. Description of diverting works:
FLOWING ARTESIAN WELL. 550 GPM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
FISH PROPAGATION	01/01	12/31	1.940		

7. Total Quantity Appropriated is:
1.940 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
H/CATFISH PRODUCTION.

A47-07733

Page 1

Date: 11/17/88

MICROFILMED

MAR 11 1993

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
14S	15E	16	SW SE		FISH	

11. Place of use in counties: TWIN FALLS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

PERMIT #47-07627 FOR IRRIGATION, SAME SOURCE.

14. Remarks:

FACILITY VOLUME = 0.18 AF.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Ralph Schnell Date: 11-17-1988
Date: _____

State of Idaho)

County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 17th day
of November 19 88

Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id
My Commission Expires 6-30-94