

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: A75-04289
Date Received: 5/ 1/1990
Receipt No: M006830
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: RIVER OF NO RETURN RANCH HOMEOWNER ASSO 916-679-2231
Address: 6956 ORO BANGOR HWY
OROVILLE CA 95966

2. Date of Priority: MAY 1, 1912

3. Source: SQUAW CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
24N	19E	15	NW	NW	NE		LEMHI

5. Description of diverting works:
DAM, DITCH, & PIPELINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	2.750		

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

8. Total consumptive use is 345.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	19E	22	SE	SW	2	IRR	11.0
			SW	SE	1	IRR	39.0
			SE	SE	4	IRR	34.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	84.0
		23	NW	NW	IRR	17.0
					Section Acres	17.0
		27	NE	NE	IRR	30.0
			NW	NE	IRR	7.0
					Section Acres	37.0
					Total Acres	138.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:
CHANGED NAME ON WATER RIGHT, BUT NOT OWNERSHIP 4/2/97/JT/GJT

15. Basis of Claim: STATUTORY CLAIM

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: A75-04289
Date Received: 5/01/1990
Receipt No: 11006830
Received By: SN

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RIVER OF NO RETURN RANCHES, INC. 208-756-4211
Address: C/O M. GARY ANDERSON
P.O. BOX 869
SALMON, ID 83467

2. Date of Priority: MAY 01, 1912

3. Source: SQUAW CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
24N	19E	15	NW	NW	NE		LEMHI

5. Description of diverting works:
DAM, DITCH, & PIPELINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	2.750		

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

8. Total consumptive use is 345.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	19E	22	SE	SW	2	IRR	11.0
			SW	SE	1	IRR	39.0

A75-04289

Page 1

Date: 05/01/90

MICROFILMED

DEC 15 1992

A7504289



10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	19E	22	SE	SE	4	IRR	34.0
						Section Acres	84.0
		23	NW	NW		IRR	17.0
						Section Acres	17.0
		27	NE	NE		IRR	30.0
			NW	NE		IRR	7.0
						Section Acres	37.0
						Total Acres	138.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks: PROPERTY KNOWN AS H.E.S. # 52 LEMHI COUNTY

15. Basis of Claim: STATUTORY CLAIM

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 wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Sec - TREASURER of
Title
RIVER OF NO RETURN RANCHES INC. that I have signed the foregoing
Organization
document in the space below as Sec - TREASURER of
Title
RIVER OF NO RETURN RANCHES, INC. and that the statements contained in the
Organization
foregoing document are true and correct.

Donald J. Landrick
Signature of Authorized Agent

Sec - TR. RIVER OF NO RETURN RANCHES INC
Title and Organization

May 1 1990
Date

State of Idaho)
County of Lemhi) SS.

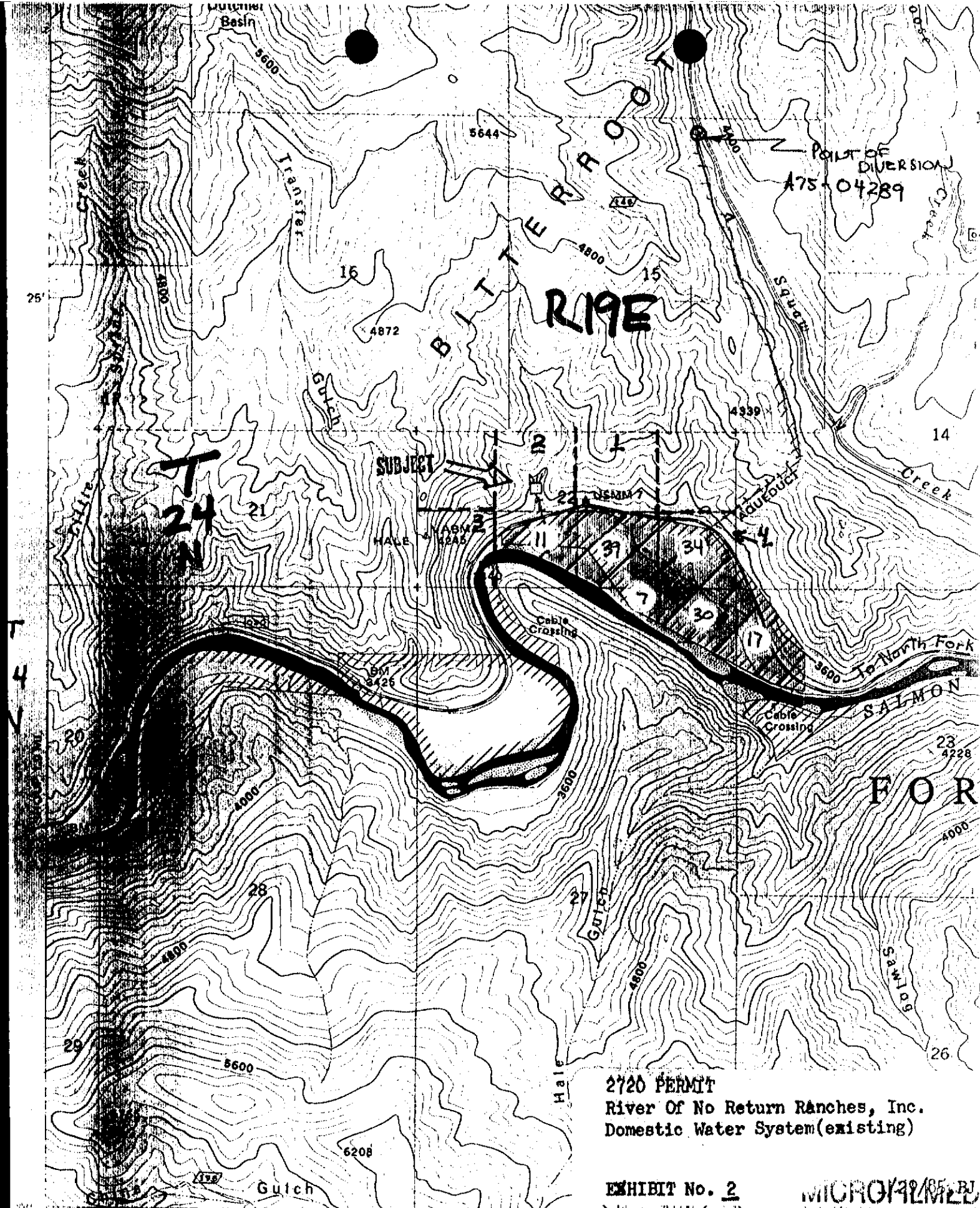
Subscribed and sworn (or affirmed) before me this 1 day
of May 19 90

[Signature]
Notary Public

Seal

Residing at Idaho Falls, ID.

My Commission Expires 22 Aug 1994



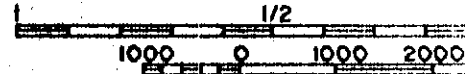
2720 PERMIT
River Of No Return Ranches, Inc.
Domestic Water System(existing)

EXHIBIT No. 2

MICROFILMED

DEC 15 1992

SCALE



R19E

This map does not comply with National Map Accuracy Standards. As an intermediate edition to provide standard coverage, this map was converted from the USGS 15-minute quadrangle Ulysses Min, by U.S. Forest Service, Ogden, Utah, 1974. Minor revisions from 1969 photography and 1973 field edit.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

APRIL 2, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RIVER OF NO RETURN RANCH
6956 ORO BANGOR HWY
OROVILLE CA 95966

RE: CHANGE IN OWNERSHIP FOR A75-04289

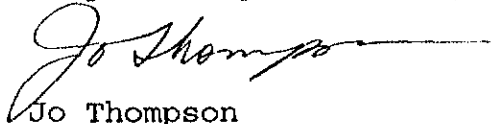
Dear Mr. Sir:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,



Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

River Of No Return Ranch Homeowners Association
6956 Oro Bangor Hwy. Oroville, Ca. 95966
(916) 679-2231 Fax (916) 679-0213

Idaho Dept. of Water Resources
Eastern Region
900 N. Skyline Dr. Suite A
Idaho Falls, Id. 83405-1718

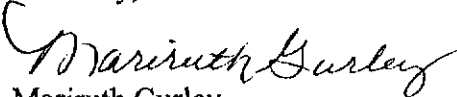
March 19, 1996

To whom it may concern,

After speaking with the IDWR at Boise, I have completed what I feel is needed to complete the name change for a water rights claim. The claim that is now on file is under the name of River Of No Return Ranches, Inc., c/o Gary Anderson, PO Box 869, Salmon, Id. 83467, (208) 756-4211.

1. In 1984, the Homeowners Association of the River Of No Return Ranch was recorded in the county of Lemhi, state of Idaho. I have included a copy of the recording document.
2. In 1993, River Of No Return Ranch, Inc. turned over the Special-Use Permit issued by the U. S. Forest Service, to the Homeowners Association. I have included a copy of that issuance. This document contains all of the necessary documentatation as far as description of the area.
3. On the change of Water Right Ownership instructions, it asked for an AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked. I have included the only map I have. On the prior application of River Of No Return Ranch, Inc. there is an AERIAL PHOTO attached. Hopefully, you will be able to use that one. Or if necessary, I will contact the Forest Service for one.
4. The minutes of the meeting stating the election of the officers are also included. This is the only documentation I have concerning official signatures. I have included a copy.
5. I have also included a copy of the IDWR Adjudication Claim Profile Report for any other information I have inadvertantly left out. Please contact me for any information that is needed, and I will gladly obtain it and send it to you as soon as possible.

Sincerely,



Mariruth Gurley
Secretary- Treasurer
River Of No Return Ranch Homeowners Association

RECEIVED
MAR 21 1996
Department of Water Resources
Eastern Region

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

Department of Water Resources
Eastern Region

RECEIVED

1. Water Right Number(s) OK
Adjudication Claim Number(s) A 75-04289 Eastern Region
2. The following REQUIRED information must be submitted with this form.

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (former ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) River of No Return Ranches, Inc.
c/o Gary Anderson
PO Box 869, Salmon Id 83467

4. New Owner/Claimant(s) River of No Return Ranch Homeowner Association
Name connector (check one) ☒ AND ☐ OR ☐ AND/OR
New Mailing Address 6956 Oro Banger Hwy

City, State and ZIP Code OROVILLE Calif 95966
New Telephone Number (916) 679-2331

5. Date you acquired the property May 16 1984

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the space below. If necessary, attach additional pages.

Number of acres actually irrigated 138.0 Number and type of stock apx 30 mules/horses

Diversion rate in CFS 2.75 Number of homes 2 Other uses NONE
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Ronald J. Hurley President Date 3-19-97
Marion Hurley Secretary-Treasurer Date March 19, 1997

8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by attorney.

#/1
RECEIVED

Department of Lands
Eastern Region

BY-LAWS

OF

STATE OF IDAHO
COUNTY OF

171918

This instrument was filed for record at the request of
Johnston & Couch
at *1:25* P. M. *June 1* 19 *84*
and duly filmed and indexed in the
Deed Records of Lemhi County,
Idaho.

Arthur Skidmark
Ex-Officio Recorder

By _____ Deputy
Fees: *\$40.00 pd.*

RIVER OF NO RETURN RANCH SUBDIVISION HOMEOWNERS ASSOCIATION-UNINCORPORATED

BY-LAW I

Offices

The principal office of the Association shall be located at
P.O. Box 869, Salmon, Idaho, 83467. The Association shall be an unincorpor-
ated entity.

BY-LAW II

A. Association Membership and voting rights.

1. Membership. An owner of a residential lot shall automatically,
upon becoming the record owner thereof until such time as its ownership ceases
for any reason, at which time its membership in the Association shall automat-
ically cease. Such membership shall be appurtenant to and pass with the
ownership of such residential lot. The membership shall not be transferred,
pledged or alienated in any way, except (a) upon and with the transfer of
such residential lot, or (b) by pledge to a lending institution as additional
security for a real estate loan secured by a first mortgage on the resident-
ial lot to which the membership is appurtenant. Any attempt to make a
transfer of a membership prohibited by this section shall be void and shall
be reflected upon the Association's books and records. If the owner of any
residential lot fails to transfer, whether voluntary or involuntary, of the
residential lot, the Association shall have the right to record the transfer
upon its books and thereupon the membership outstanding in the name of the
prior owner shall be null and void.

2. Voting. The Association shall have two classes of voting
membership.

a. Class A. Class A members shall be all owners, who shall be
entitled to one vote for each residential lot owned. When more than one
person holds an interest in any residential lot, all such persons shall
be members. The vote for such residential lot shall be exercised as they
among themselves determine, but in no event shall more than one Class A
vote be cast with respect to any residential lot.

b. Class B. Class B. members shall be the owners of Lots 1 through 13 and 18 through 28. All existing water rights are retained by the Home Owners Association as a single entity. Class B members only will vote on matters regarding the irrigation system and be subject to assessments for use and maintenance of the irrigation system. Lot owners of Lots 14 through 17 (Block 1) may become Class B. members by providing piping to their lots at their own cost along designated easements. Piping must be constructed to retain the aesthetics of the premises.

The Subdividers make no guarantees for the irrigation water system other than to provide for transfer of the Special Use Permit to the Association and operate it to the best of their ability through 1984 and provide irrigation water to the boundary of Lots 1 through 13 and 18 through 28 by June 1, 1985.

3. Administration and Compliance. The common affairs and management of the subdivision shall be administered by the Association, through its board, officers and agents in accordance with the provision of The Declaration of Covenants, Restrictions and Conditions hereinafter called Declaration and the Bylaws. In the event that the Bylaws are in any way inconsistent with the Declaration, the Declaration shall prevail and control. Each owner, guest, tenent or occupant of a residential lot shall comply with the provisions of the Declaration, the Bylaws and rules and regulations of the Association, all as lawfully amended from time to time and failure to so comply shall be grounds for (a) an action for damages and/or injunctive relief, and (b) such remedies, by legal proceeding or otherwise, as are available by reason of this Declaration or the Bylaws, each of which remedies shall be cumulative and in addition to each other available remedy.

B. Powers, Rights and Duties of the Association. The association shall have the powers, rights and duties to: (1) enforce and comply with the provisions of the Declaration; (2) pay taxes, special assessments and other liabilities which are or would become a lien on the common area, or any portion thereof; (3) levy assessments and perfect and enforce liens as hereinafter provided; (4) borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners; provided, however, that the vote of a majority of each class of members shall be required to borrow in excess of \$1,000.00; and (5) make reasonable rules and regulations for the operation and use of the premises and to amend them from time to time.

Whenever the Declaration or the Bylaws require the approval, consent or action of the Association, said approval, consent or action shall be that of the board, unless otherwise provided by the Declaration or the Bylaws.

C. Assessments and Lien.

1. Creation of Obligation and Lien. Each owner, including Declarant, shall have a personal obligation to pay all assessments, charges and other monetary sums which are duly levied against its residential lot by the Association which become due while it is the owner of such residential lot regardless of whether such owners reside on the premises. Such assessments, charges and other sums are also hereby established as charges upon the residential lot to which they relate and shall be lien thereon.

2. Proportionate Share. Each owner's proportionate share in the receipts and common expenses of the Association shall be a pro rate share equal to the number of residential lots within each class of membership as described in Section A2. The proportionate share attributable to each residential lot shall not be changed without the prior written approval of 75% of first mortgagees of residential lots.

3. Assessments. Except as otherwise provided in this subsection, each owner, including Declarant, shall be subject to the following assessments in amounts to be determined by the board:

a. Regular annual maintenance assessments equal to the owner's proportionate share of the actual or estimated cost of all maintenance, repairs, taxes, insurance and other common expenses for which the Association is responsible. Said assessments shall be collected annual by May 1.

b. Adequate reserves for replacement, whether by capital contribution or otherwise, which reserves shall be amortized and collected annually on the same basis as for regular assessments.

c. Special assessments for capital expenditures or other purposes all on the same basis as for regular assessments, provided that in any fiscal year, the board may levy special assessments to defray costs of any action or undertaking on behalf of the Association. Each Class A & B member will be sent a copy of the bill and the amount each member owes. Payment will be required to paid within 30 days of postmarked date of notice.

d. Charges, payments, fines, penalties and such other sums as become payable under these Bylaws. The provisions of this section "d" shall not limit the right of the board to levy and collect the sums specified herein as special assessments against a member as a remedy to reimburse the Association for costs incurred in bringing the member into compliance with the Bylaws.

The board may not without the vote or written consent of a majority of Association members impose a regular annual assessment per residential lot which is more than 20% greater than the regular annual assessment for the immediately preceding year.

4. Payment. Each owner shall pay all assessments levied upon its residential lot to the Association on or before the due date. If an assessment is not paid when due, the Association may assess the owner for late charges, interest and collection and lien enforcement costs (including reasonable attorneys' fees). No owner may exempt itself from liability for its share of assessments by waiving the use or enjoyment of the Common Area or by abandoning its residential lot.

5. Lien. Such assessments (including late charges, interest, collection, attorneys' fees and other costs) shall, if not paid within 30 days of the due date, become a lien upon the owner's residential lot and shall continue to be such a lien until fully paid, subject to the following conditions:

a. Such a lien shall become effective against any such residential lot only upon the recordation by the Recorder of Lemhi County, Idaho. The Note of Lien shall state the amount of delinquent assessments and other charges, a description of the residential lot against which the same has been assessed, and the name of the owner of such residential lot. Such Notice of Lien shall be executed by an authorized representative of the Association. Upon the payment of all delinquent assessments and charges, or upon other satisfaction thereof, the Association shall cause to be recorded a release of lien, provided that the Association is reimbursed for the cost of preparing and recording the release (including reasonable attorneys' fees).

b. Any action brought to foreclose such a lien shall be commenced within one year following such recordation; provided, however, that said period not to exceed one additional year by recording a written extension thereof.

c. Any such lien shall not defeat nor render invalid nor rank the lien of any first mortgage or first deed of trust affecting any residential lot made in good faith and for value and recorded in the office of said county recorder prior to the recordation of any such lien and any such prior recorded first mortgage or first deed of

trust. Any person who acquires title to a residential lot by or through trustee's sale or foreclosure of a first mortgage or first deed of trust shall take such title free of the lien hereof for all assessments which accrued up to the time of such trustee's sale or foreclosure, but subject to the lien hereof for all assessments and charges subsequently accruing.

6. Foreclosure. The Association is hereby vested with the right and power to bring at its option, any and all actions against an owner for the collection of said assessments which are not paid when due, and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens including, without limitation, the right to bring a personal action against the owner on such debt, the right to foreclosure of such lien in any method provided by law for foreclosure of a mortgage, and the right to sell the owner's interest by power of sale, which may be enforced by the Association, its attorney or other person authorized to bring such action or make such sale. A sale of an owner's interest by power of sale shall be conducted in the same manner provided in Idaho Code Sections 6-101 through 6-108 (or any similar statutory provisions that may hereafter exist) for the foreclosure by power of sale of mortgages. Such provisions shall be applied and adapted to the foreclosure of the lien by power of sale to the fullest extent reasonably possible and consistent in view of the differences between the lien and mortgages generally (for example, "trustor" as used in the statute would refer to the delinquent "owner", and "beneficiary" would refer to the "Association"). The Association shall have the power to bid in its own name on the property sold and to hold, lease, mortgage and convey the same for the benefit of all of the owners. All rights and remedies granted to the Association hereunder shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a defaulting owner all costs and attorney's fees incurred in connection with pursuing the collection of said assessments and/or the enforcement of said lien.

7. Suspension. During any period in which a member shall be in default in the payment of any assessment levied by the Association, the voting rights and right to use of the irrigation facilities, if any, of such member may be suspended by the board until such assessment has been paid. Such rights of a member may also be suspended for a period not to exceed 30 days, for any single infraction of any rules and regulations. Such suspension shall not take

effect unless the member is notified in writing of the suspension and the reasons therefore at least 15 days prior to the effective date of the suspension, and if requested by said member in writing within 5 days after receipt of notice thereof, a hearing on said suspension is held before the board. Said hearing shall be held by the board at least 5 days before the effective date of the suspension, and at said hearing the member may appear and defend itself against the matters resulting in the notice of suspension.

D. Insurance. The Association, for the benefit of the residential lots, the Common Area and owners, shall acquire the following insurance policies:

1. Public Liability. A policy insuring the Association, its officers, the board and owners against any liability, to the public or to the owners, their guests, invitees or tenants, incident to the ownership or use of the premises. Limits of liability under such policy or policies of insurance shall be determined by the Association. Said policy or policies shall contain a severability or interest endorsement which shall preclude the insurer from denying the claim or named insureds because of any neglect or other act or omission of another named insured.

E. Maintenance and Repairs.

1. General. Notwithstanding the existence of any insurance covering an owner, the Association, or both, against loss, damage and destruction, the Association and each owner shall have the affirmative obligation for maintenance, repair and restoration as set forth in this section.

2. Maintenance of Common Areas. The Association shall maintain the Common Areas in good condition and repair. "Common Area" or "Common Areas" means the real property within the subdivision owned or to be owned by the Association for the common use and enjoyment of the members of the Association. The common area presently owned or to be owned by the Association as of the sale of the first residential lot consists of all 6" and 8" mainline and lateral pipe, either buried or on top of the ground, located on and off any members property which is part of the existing and proposed irrigation system. Roads for which easements are shown on the official plat shall be maintained by the Association. The Association shall obtain in its name the Special Use Permit from the United States Forest Service for the ditch and pipeline across Forest land and maintain said ditch and pipe. The spring, pipes and accessories which supplies domestic water to the ranch house is not a part of the Association's property or its responsibility but is the property of the buyer of Lot 1. The owner of each residential lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with each transfer, whether voluntary or involuntary

of title to the residential lot. Provided, however, that such right and easement of enjoyment shall be subject to the provisions of the Declaration, including the rights of the Association and the Declarant to exercise all powers and perform all duties set forth in the Declaration and the Bylaws. No owner may separate such right and easement of enjoyment from the fee title to its residential lot, although an owner may delegate its right of enjoyment to the common area to the members of its family, tenants or contract purchasers who reside in the owner's residence.

BY-LAW III

A. Meetings of Members.

1. Annual Meetings. An annual meeting of the Members shall be held on April 1 of each year, commencing in 1985, for the purpose of election of the Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Idaho, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for an annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

2. Special Meetings. Special meetings of the Members may be called by any Member..

3. Place of Meeting. The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the office of the Association at P.O. Box 869, Salmon, Idaho 83467.

4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered either personally or by mail to each Member entitled to vote at such meeting, not less than 10 days nor more than 50 days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting, or when required by Statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

5. Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken by polling the membership without a meeting if a consent, in writing, setting forth the proposed action and soliciting the vote of each Member, shall be signed by all Members entitled to vote with respect to the subject matter thereof.

6. Quorum. A majority of members must be present to constitute a quorum at such meeting.

7. Proxies. At any meeting of Members a Member entitled to vote may vote by proxy, executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

BY-LAW IV

A. Board of Directors.

1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

2. Number, Election, Tenure and Qualification. The Board of Directors shall be the officers of the Association.

3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same place as the annual meeting of the Members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other further notice than such resolution.

4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

5. Notice. Notice of any special meeting of the Board of Directors shall be given at least 5 days previously thereto by written notice delivered personally or sent by mail to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The waiver of notice of such meeting, except where a Director

attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

6. Quorum. 3 Directors must be present to constitute a quorum.

7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these Bylaws.

8. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director so appointed to fill a vacancy shall serve the unexpired term of his predecessor in office.

9. Compensation. No Director or Member shall receive compensation from the Association by virtue of the status of being a Director or Member, but nothing contained herein shall be construed to preclude any Director or Member from serving the Association in any other capacity and receiving compensation therefore.

BY-LAW V

A. Officers.

1. Officers. The officers of the Association shall be President, Vice-President and Secretary/Treasurer, and such other officers as may be elected in accordance with the provision of this Bylaw.

2. Election and Term of Office. The officers of the Association shall be elected annually at the regular annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office for 1 year or until his successor has been duly elected and qualified.

3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby.

4. President. The President shall be the principal executive officer of the Association and shall be in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He may sign, with the Secretary/Treasurer or any other proper officer of the Association authorized by the Board of Directors, any deed, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws and, in general, he shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, The Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Bylaw VI of these Bylaws; and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

8. Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian

of the Association records and is duly authorized in accordance with the provisions of these Bylaws, keep a register of the post office address of each Member which shall be furnished to the Secretary by such members; and in general perform all duties incident to the office of Secretary or by the Board of Directors.

BY-LAW VI

A Contracts, Checks, Deposits and Funds.

1. Contracts. The Board of Directors may authorize any officer or officers to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by the Treasurer or an assistant Treasurer and counter signed by the President or a vice President of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

BY-LAW VII

A. Certificate of Membership.

The Board of Directors shall provide for the issuance of certificates evidencing membership in the Association and Class of Membership (A or B) which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may determine.

BY-LAW VIII

Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member or his agent or attorney for any proper purpose at any reasonable time.

BY-LAW IX

Fiscal Year

The fiscal year of the corporation shall begin on the 1st day of January of each year.

BY-LAW X

Amendments

Any proposed amendment to these Bylaws shall be by printed ballot stating the proposed amendment and mailed to each of the Members at least 60 days prior to any annual or special meeting of the Members, together with a notice stating the date, time, and place of the meeting of the Members at which the proposed amendment shall be considered and voted upon. Amendments to these Bylaws shall be made by the two-thirds majority vote of the Members.

The foregoing By-Laws were adopted by the unanimous vote of all of the Association Members at the organization meeting duly held at SALMON

IDAHO, on the 9 day of MAY, 1984, at which all of the Association Members were present in person or by proxy, and we do hereby certify that the foregoing By-Laws, consisting of Ten (10) By-Laws, have been duly adopted as the By-Laws of said Association.

DATED This 16th day of May, 1984.

Donald J. Goodrich
Ray Anderson
W. Gary Anderson

Being the Members of the Board
of Directors

Donald J. Goodrich
Secretary

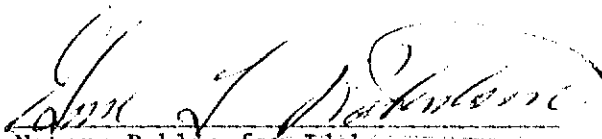
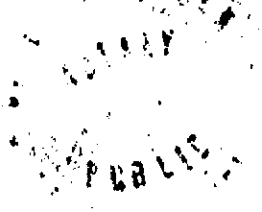
STATE OF IDAHO

ss

County of Lemhi

On this 16th day of May, 1984, before me, the undersigned a Notary Public in and for said State, personally appeared M. GARY ANDERSON, TERRY L. ANDREESEN AND DONALD S. GOODRICH, known to me to be the persons who signed 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, the day and year first above written.



Notary Public for Idaho.

Residing at Salmon.

MY COMMISSION EXPIRES--LIFE.

#2

RECEIVED

1997 5 18 97

FS-2700-4

(04/92)

U. S. DEPARTMENT OF AGRICULTURE Forest Service SPECIAL-USE PERMIT Authority: <u>Act of October 21, 1976</u>	Holder No.	Issue Date	Expir. Date
	5 2 7 6 -0 1	-- / -- / --	12 / 31 / 97
	Type Site(s)	Authority	Auth. Type
	2 1 1 2 1 5	6 7 6	0 0 2 0
	Region/Forest/District	State/County	
	0 4 / 1 3 / 0 2	1 6 / 0 5 2	
	Cong. Dist.	Latitude	Longitude
	0 2	-- -- --	-- -- --

Gary Anderson _____ of River of No Return Ranch Homeowners Assoc.

P.O. Box 869 _____ Salmon _____ Idaho _____ 83467

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Salmon National Forest.

This permit covers 1.26 acres and 2.08 miles. and is described as a right of way 5 feet wide located in Sections 10 and 15, T24N, R19E, and Section 21, T24N, R19E, Boise Principal Meridian, as shown on Exhibit No. 1, and 2, attached to and made a part of this permit, and is issued for the purpose of: Using and maintaining approximately 6,534 feet of open ditch, a concrete headbox and 2,000 feet of 8-inch irrigation pipeline from a diversion point in Squaw Creek to HES #52.

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use. Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

G. Public Access and Use. Unless specifically limited under additional terms to this permit, the holder agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

H. Forest Service Right of Entry and Inspection. The Forest Service shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, the Forest Service may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the United States under any law or regulation.

I. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.

J. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 1997. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.

4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

III. RESPONSIBILITIES OF THE HOLDER

A. Plans. If required by the authorized officer, all plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the authorized officer or a designated representative before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

B. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer, and consistent with applicable Federal, State, and local health and safety and other requirements.

C. Hazard Analysis. The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could affect the improvements or pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer.

D. Compliance with Laws, Regulations, and other Legal Requirements. The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

E. Fire Prevention and Suppression. The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.

F. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

G. Change in Ownership of the Authorized Improvements. This permit is not assignable and terminates upon change of ownership of the improvements. The holder shall immediately notify the authorized officer when a change in ownership of the improvements is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the new owner of the improvements.

IV. LIABILITY

For purposes of this section, "holder" includes the holder, heirs, assigns, agents, employees, and contractors.

A. Risk of Loss. The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.

B. Damage to Property of the United States. The holder has an affirmative duty to protect from injury and damage the land, property, and other interest of the United States. Damage includes, but is not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of the holder's activities on, or related to, the lands property, and other interests covered by the permit.

1. The holder shall compensate in full the United States for damages occurring under the terms of this permit or under any law or regulation applicable to the National Forests. The holder shall be liable for all injury, loss, or damage, including fire suppression, cleanup of hazardous substances, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy without regard to the holder's negligence. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs in connection therewith.

2. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided under paragraph IV (B) (1), except that liability shall not include reasonable and ordinary wear and tear.

C. Indemnification and Liability of the United States. The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq, the Oil Pollution Act, 33 U.S.C. 2701 et seq, the Clean Air Act, 42 U.S.C. 7401 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq, and the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq, as subsequently amended. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the holder in connection with the use and/or occupancy authorized by this permit. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the holder in connection with the use and/or occupancy authorized by this permit which result in: (1) violations of the above or any applicable laws and regulations; (2) judgements, claims, or demands assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) other releases or threatened releases on or into land, property, and other interest of the United States by solid waste and/or hazardous substance(s).

The holder's indemnification of the United States shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interest of the United States. The United States has no duty to inspect permit area or to warn of hazards and, if the United States does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Upon abandonment, revocation, termination, or expiration of this authorization, the holder shall remove within a reasonable time prescribed by the authorized officer all structures and improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at \$45.00 for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate indexing factor to reflect more nearly the fair market value of the use. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

C. Payment Due Date. The payment due date shall be the close of business on January 1 of each calendar year payment is due. Payments due the United States for this use shall be deposited at Unit Collection Officer, Forest Service Intermountain Region, File 61657, P.O. Box 60000, San Francisco, CA 94160-1657 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a nonwork day, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

E. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

F. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

G. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).

2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and young-growth timber below merchantable size at current damage appraisal value, provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer.

D. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

E. (X-74) This permit confers no right to the use of water by the holder.

F. (X-33) This permit is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

G. (X-18) This permit supersedes a special-use permit designated: River of No Return Ranch, Inc. dated 4-9-91, Water Transmission

H. (B-26) Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the water transmission, or irrigation system, and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities.

I. (D-1) The holder shall pack out or otherwise remove from National Forest lands and waters all refuse resulting from operations under this permit.

J. (D-2) No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water, that would result in harm to fish and wildlife or to human water supplies.

K. (D-3) The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

L.(D-15) The holder shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. In particular, the holder shall at all times comply with applicable local, State, and Federal requirements for pollution abatement. Failure of the holder to so comply may result in termination or suspension of this authorization.

M. Fish And Wildlife Protection. The holder shall construct, maintain, and operate such protective devised and comply with such reasonable modifications of the project structures and operation in the interests of fish and wildlife resources as may be prescribed hereafter by the Forest Service upon the recommendation of the Secretary of the Interior or the State fish and game agency.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: Acacia of the River Ranch U. S. DEPARTMENT OF AGRICULTURE
Forest Service
By: M. Gary Anderson, T. Pres By: JOHN E. BURNS
(Holder Signature) X James W. Baker
Nancy L. Anderson SA-TRAS For: Forest Supervisor
(Holder Signature)
Date: 7/19/93 Date: 8-2-93

U
USFS - Salmon

E.P. Reese

Land district. Mag. declin. $21^{\circ}E$

Area

Irrigation Pipeline

Sec. 15

T. 24N

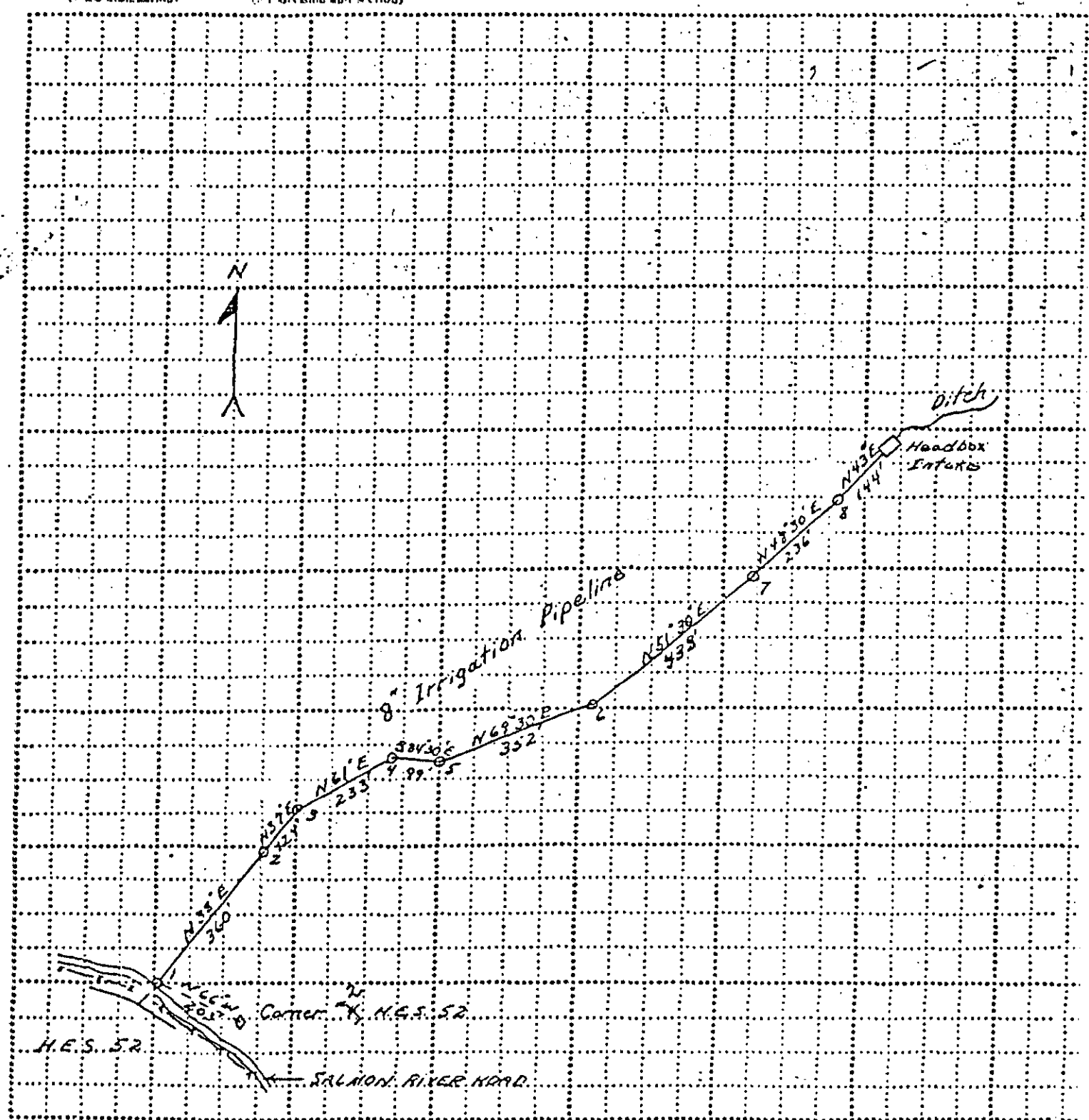
R. 18E

Mer. Scale

1 inch = 400 feet

(1 for description)

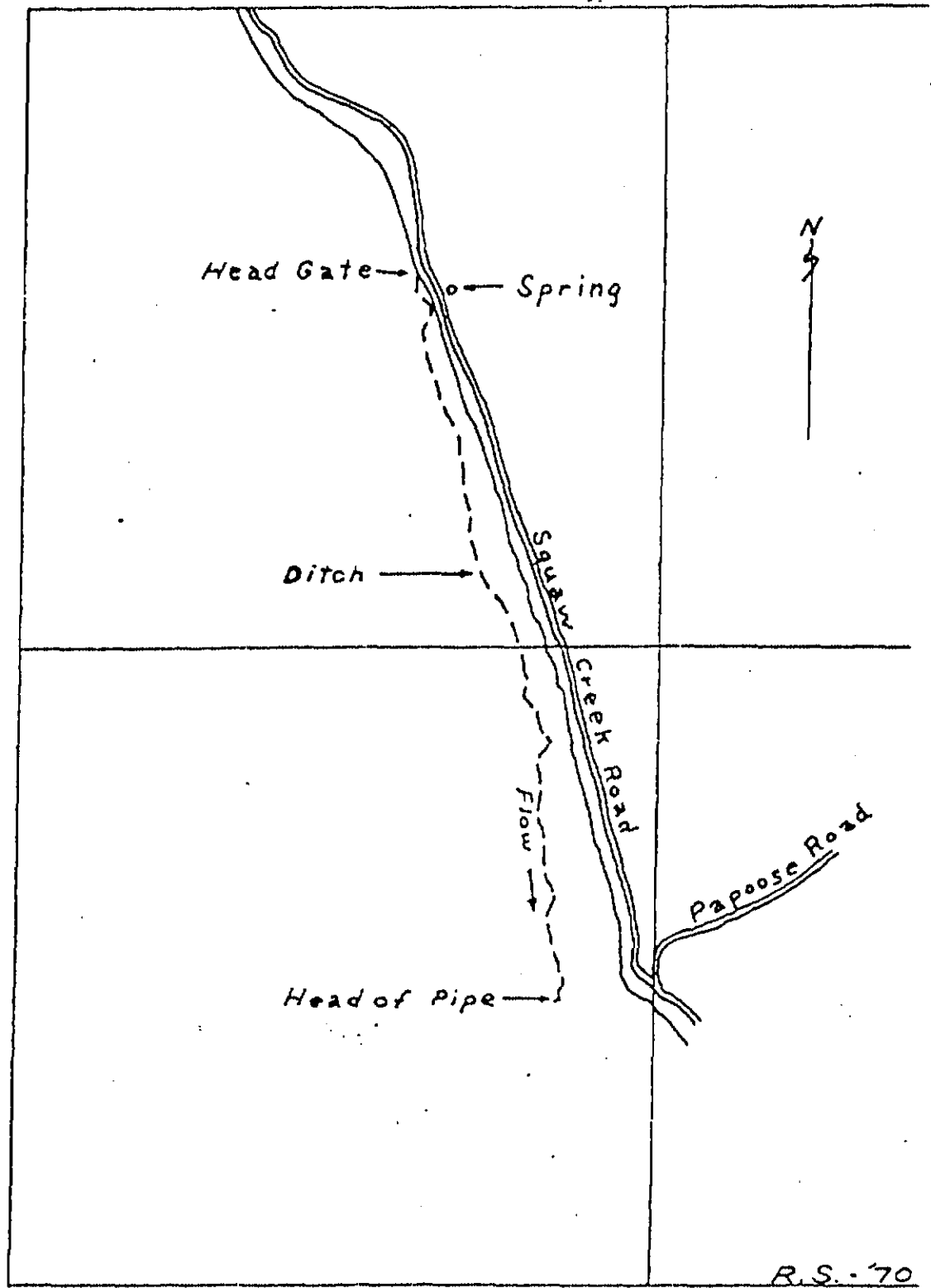
(2 for division and section)

Field work by M. T. Hyatt Date 5/22/52 Plotted by M. T. Hyatt

Remarks

approved _____, 19____

Approved _____



R.S. - '70
Indiana

SQUAW CREEK WATER TRANSMISSION DITCH

SPECIFICATIONS
DITCH LENGTH - 99 CHAINS
DIRECTION OF FLOW - S14°E

JUNE 18, 1996
OROVILLE, CALIF.

RECEIVED
JUN 19 1996
Department of Water Resources
Sacramento

DEAR ASSOCIATION MEMBERS,

THIS IS A PREFACE TO LET YOU KNOW WHY I HAVE TAKEN SO LONG TO SEND OUT THE MEETING MINUTES.

JUST BEFORE OUR TRIP TO IDAHO, MY FATHER (WHO HAD ALZHEIMERS) BECAME ILL WITH PNEUMONIA. SHORTLY AFTER MY RETURN HE GOT PROGRESSIVELY WORSE. ON MAY 7, HE PASSED AWAY. IT HAS TAKEN ME UNTIL TWO WEEKS AGO TO GET MY MOTHER AND MYSELF BACK TO SEMI-NORMAL. THERE IS NO NEED FOR SORROW OR FOR REMORSE, FOR HE IS IN A BETTER PLACE. (AND FEELING MUCH BETTER THANK YOU)

I HAVE BEEN CATCHING UP WITH TWO MONTHS OF BOOKS, FOR THE BUSINESSES, MY PARENTS AFFAIRS, AND TRYING TO KEEP UP WITH ALL OF OUR RENTALS.

THANK YOU FOR YOUR UNDERSTANDING.

NOW, HERE IS THE LONG AWAITED NEWSLETTER!

SINCERELY,

MARIRUTH

This portion is to inform those lot owners of lots 1-3 Block 2, that in the BY-LAWS of River of No Return Ranch Subdivision Homeowners Association-Unincorporated, clearly states in section 2, b, that;

"b. Class B. members shall be the owners of lots 1 through 13 and 18 through 28. All existing water rights are retained by the Home Owners Association as a single entity. Class B members only will vote on matters regarding the irrigation system and be subject to assessments for use and maintenance of the irrigation system. Lot owners of Lots 14 through 17 (Block 1) may become Class B. members by providing piping to their lots at their lots at their own cost along designated easements. Piping must be constructed to retain the aesthetics of the premises."

Those owners of Lots 1 through 3 Block 2, have not and will not be voting members on matters regarding the irrigation system, nor will they be held responsible for assessments for use and maintenance of same.

(For Officers & Board members please see last page)

APRIL 27, 1996
"OLD RANCH HOUSE"

IN ATTENDANCE:

JOCK SLAVIN, DON & MARIRUTH GURLEY, GARY ANDERSON, BRUCE & LEANN GROVER, SAM & CHRIS SLAVIN, DAVID & ROBIN TAYLOR, TIM & ELAINE MEDEL, WAYNE, TRISH & KATY HARRISON, PETE LIPOVAC, DAVID ELAM, ED HEILMAN.

VISITORS:

FRED WALCHLI, MIKE TIBBITTS

THE MINUTES OF THE LAST MEETING WERE READ. NO CORRECTIONS AND/OR ADDITIONS. A MOTION TO ACCEPT WAS MADE BY ROBIN TAYLOR SECONDED BY DON GURLEY.

THE TREASURERS REPORT WAS READ. AS OF APRIL 27, 1996 ALL DUES AND KNAPWEED FOR 1996 HAVE BEEN PAID EXCEPT A. BRONINAN FOR LOTS 10,11,12. (MR BRONIAN STATES HE REFUSES TO PAY ANY AND ALL DUES OR ASSESSMENTS) CONSIDERING THIS WE HAVE A TOTAL OF \$2039.69 IN OUR BANK ACCOUNT! THE KNAPWEED SPRAYING FOR THIS YEAR WILL TOTAL \$1340.75. THAT IS WITHOUT SPRAYING LOTS 10,11,12.

OLD BUSINESS:

MIKE TIBBETTS TEMPORARILY FIXED THE ROAD LAST WINTER BY PARTIALLY FILLING IN THE UNDERCUT WITH DIRT AND GRAVEL. AGAIN THIS WAS ONLY A TEMPORARY FIX. (AS OF TODAY, JUNE 18, WE HAVE SINCE DISCOVERED THAT THE ROAD DID CAVE IN AND THE FOREST SERVICE HAS FILLED IT) THIS LEAVES US WITH THE DECISION AS HOW TO FIX THE CULVERT AND THE PIPE UNDER THE ROAD. IF THE FOREST SERVICE DOES PERMANENTLY FIX THE ROAD, WE MAY BE RESPONSIBLE FOR THE BILL. WE HAVE ASKED FOR BIDS ON THE ROAD BUT HAVE RECEIVED NO RESPONSE TO DATE.

NO SOLUTION WAS REACHED ON THE ROAD AND PIPE UNDER IT. THERE WAS HOWEVER, A SUGGESTION OF AN ASSESSMENT BOND FOR SUCH REPAIRS.

DAVID ELAM (DAVID IS A TIMBER CONTRACTOR AND DOES BIDDING WITH THE FOREST SERVICE IN CALIF.) AND MIKE TIBBETTS ASSESSED THE DAMAGE TO THE WATER DITCH. A SLIDE HAS STARTED TO COVER THE DITCH AND CONTAINS TWO TREES, ROCKS, AND A LARGE AMOUNT OF EARTH. ALL OF WHICH ARE THREATENING TO COMPLETELY COVER OUR WATER DITCH. ONE OF THEIR SUGGESTIONS IS TO USE "SQUASH PIPE" AS ONE RELATIVELY INEXPENSIVE WAY TO FIX THE DITCH, AT A COST OF APX. \$2,500.00 TO \$3,00.00. UNTIL SUCH TIME AS WE CAN REPAIR THE DITCH, IT SHALL REMAIN SHUT DOWN.

GARY ANDERSON HAS, ON BEHALF OF RIVER OF NO RETURN RANCH, INC., AGREED TO FURNISH THE "A" LOTS WITH PIPE TO PROVIDE IRRIGATION HOOKUPS. MR. FRED WALCHLI, (PRONOUNCED WALKLY) HAS DONE A STUDY AS TO SIZE, TYPE, GRADE, AND VARIOUS OTHER NECESSITIES CONCERNED WITH THE IMPLEMENTATION OF FINISHING THE PROJECT. I MIGHT ADD THAT IT WAS QUITE AN UNDERTAKING AND WELL DONE. THE PROJECT WILL BE STARTED AS SOON AS WEATHER PERMITS.

THE LIABILITY OF THE ASSOCIATION WAS BROUGHT UP SINCE ED HEILMAN HAS STOPPED CARRYING INSURANCE FOR THE WHOLE RANCH. EACH LOT OWNER CAN AND SHOULD CARRY INSURANCE TO COVER THEIR OWN LOT. WHEN THERE IS A BUILDING ON YOUR LOT, YOUR HOMEOWNERS SHOULD COVER.

GARY PEDRO HAS WITHDRAWN FROM PASTURING LIVESTOCK ON THE RANCH. HE NO LONGER WISHES TO DO SO.

THE SUBJECT OF FUTURE LIVESTOCK GRAZING ON THE RANCH WAS BROUGHT UP. THE CONDITIONS OF GRAZING ON "THE RANCH" ARE:

1. THEY WILL TAKE RESPONSIBILITY OF INSURING THE LIVESTOCK,
 2. MAINTAIN THE FENCES.
 3. A FEE THAT WILL REFLECT A 12 MONTH TERM. THE FEE COULD BE WORKED OUT IF AND WHEN AN OUTFITTER IS INTERESTED.
 4. SUGGESTED RATES ARE: COWS \$10.00/PAIR, HORSES OR MULES \$15.00 EACH / MONTH SUMMER AND \$12.00 WINTER.
- SAM WILL ASK OUTFITTERS IF INTERESTED.

PRIOR INCOME FROM GRAZING WERE: 1992 \$1560.00, 1993 \$1560.00, 1994 \$1869.00.

TRISH WAS ASKED IF SHE WOULD WATER THE PASTURE. SHE STATED SHE WOULD CONSIDER IF THE PAY WERE RIGHT.

LAST YEAR THE HOMEOWNERS OF BLOCK 2, REQUESTED THAT THEY BE DROPPED FROM THE ASSOCIATION. THEIR CONCERNS ARE THAT THEY WILL BE RESPONSIBLE FOR THE WATER ASSESSMENTS OF THOSE IN BLOCK 1.

AFTER DISCUSSION WE CONCLUDED THAT THERE COULD BE AN AMENDMENT TO THE COVENANTS STATING THAT THEY WERE NOT RESPONSIBLE FOR THE WATER PROBLEMS OF THOSE LOTS IN BLOCK 1. THIS WOULD BE ONLY UNTIL SUCH TIME AS THEY HAVE ELECTED TO BE INCLUDED IN THE WATER SYSTEM. HOWEVER THIS COULD BE ACCOMPLISHED ONLY BY A 100% YES VOTE FROM THE ASSOCIATION

NEW BUSINESS:

THERE HAVE BEEN SEVERAL PERSONS COMING IN FROM THE ROAD TO FISH AND PICNIC. AS THERE ARE HORSES, UNOCCUPIED BUILDINGS AND PERSONAL BELONGINGS UNPROTECTED ON THE PROPERTY, IT HAS BEEN SUGGESTED THAT WE POST A SIGN STATING

"PROPERTY OWNERS ONLY". KATY AND PETE WERE TO LOOK INTO OBTAINING A CARVED WOOD SIGN TO BE HUNG AT THE GATE.

THE FENCE WAS MENDED BY MATT NOEL AND THE SUPPLIES WERE CHARGED TO ED HEILMAN. I HAVE SENT HIM A CHECK IN THE AMOUNT OF \$52.07 TO COVER HIS EXPENSES.

AGAIN A. BARONIANS REFUSAL TO PAY DUES AND/OR KNAPWEED FEES WAS DISCUSSED. THE RIGHT OF THE ASSOCIATION TO LIEN HIS PROPERTY FOR THOSE MONIES IS CLEAR. BUT THE COSTS MIGHT OUTWEIGH THE RESULTS. SINCE HE DOES HAVE HIS PROPERTY UP FOR SALE. THE REALTOR DOES HAVE LISTED AS OUTSTANDING FEES TO THE ASSOCIATION THE CORRECT AMOUNT AS OF JUNE 1, 1996. THEREFORE WE WILL RECEIVE FROM THE NEW BUYERS THE DUES AND FEES.

A QUESTION OF HAVING THE MEETING POSSIBLY AT A MORE CENTRAL LOCATION SO THAT MORE OF THOSE LIVING IN CALIF WOULD BE ABLE TO ATTEND WAS ADDRESSED. AT THIS TIME, WHILE THERE ARE SO MANY PROBLEMS TO ADDRESS, IT WAS FELT THAT KEEPING THE MEETING AT THE OLD RANCH HOUSE WAS MORE FEASIBLE. THIS WOULD ENABLE THOSE THAT WISHED TO SEE THE PROBLEMS FOR THEMSELVES, WOULD BE ABLE TO. HOWEVER, IN THE FUTURE, THIS IS A DISTINCT POSSIBILITY.

THE KNAPWEED SPRAYING HAS NOT YET TAKEN PLACE BECAUSE OF HIGH WATER. DON SPOKE TO TRISH HARRISON YESTERDAY (6-18-96) AND WAS TOLD THAT THE WATERS ARE THE HIGHEST THEY HAVE BEEN IN 20 YRS. SO IT MAY BE A WHILE YET.

WE HAVE BEEN OFFERED A PERMANENT WATER SYSTEM EASEMENT BY THE FOREST SERVICE. I HAVE RECEIVED THE NECESSARY PAPERS AND AM FILLING THEM OUT TO MAKE SURE WE WILL OBTAIN THIS PERMIT.

CONCERNING THE WATER TRANSMISSION PROBLEM, I AM CONTACTING THE IDAHO DEPT. OF WATER RESOURCES FOR HELP IF WE ARE NOT ABLE TO KEEP OUR WATER ON LINE DUE TO THE DITCH TRANSMISSION PROBLEMS. HOPEFULLY THEY WILL BE VERY UNDERSTANDING AND HELP US WITH OUR PROBLEM.

I WILL KEEP YOU INFORMED OF THE PROGRESS OF MY INQUIRIES.
NEW BOARD MEMBERS WERE ELECTED ALONG WITH NEW A PRESIDENT.
NEW OFFICERS:
PRESIDENT: DON GURLEY
VICE PRESIDENT: SAM SLAVIN
SECRETARY / TREASURER: YOURS TRULY
NEW BOARD MEMBERS: DON GURLEY, TIM MEDEL, DAN HEILMAN.

THE TENTATIVE DATE FOR THE NEXT MEETING IS OCT. 19, 1996. SEE YOU THERE?

RESPECTIVELY SUBMITTED,

MARIRUTH GURLEY

#5

AJ0749NP
No. A75-04289

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 01/23/97
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RIVER OF NO RETURN RANCHES INC C/O M GARY ANDERSON PO BOX 869 SALMON ID 83467 (208) 756-4211	05/01/1912	IRRIGATION	04-01 10-31	2.75 CFS	
TOTAL DIVERSION:					2.75 CFS	
CONSUMPTIVE USE:						345.00 AFA

Water Source: SQUAW CREEK

Tributary to: SALMON RIVER

Stage: STATUTORY CLAIM

Point(s) of Diversion: T24N R19E S15 NWNWNE

LEMHI County

Place of use Legal Description for: IRRIGATION

		NE				NW				SW				SE				
T	R S	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	SUM
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
24N	19E 22	:		:		:		:		:		:		:		:		84.0
24N	19E 23	:		:		:		:		:		:		:		:		17.0
24N	19E 27	:	30	:	07	:		:		:		:		:		:		37.0
TOTAL ACRES																	138.0	

POU County: LEMHI

Non-Irrigation Uses: NONE

Other Rights: NONE

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

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JAN 24 1997
DEPT. OF WATER RESOURCES
BOISE, IDAHO