

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 78-4002B
Date Received: 10/27/1989
Receipt No: C012567
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

J W WHITMAN INC
10 VILLAGE CENTER DR
READING PA USA 19607

Phone: (610) 775-3351

2. Date of Priority: 06/01/1898

3. Source: ELK CREEK Trib. to: LITTLE SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
22N	01E	26	NE	NW	NW	IDAHO	
22N	01E	23	SE	NE	SW	IDAHO	

5. Description of diverting works:

CONCRETE HEADGATES WITH DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/15	10/15	2.8	
STOCKWATER	1/01	12/31	0.03	

7. Total Quantity Appropriated is:
2.83 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
22N	01E	22	NE	SE		IRRIGATION	18
			SE	SE		IRRIGATION	38
			NE	SE		STOCKWATER	
			SE	SE		STOCKWATER	
						Section Acres	56
22N	01E	23	NW	SW		STOCKWATER	
			SW	SW		STOCKWATER	
			NW	SW		IRRIGATION	15
			SW	SW		IRRIGATION	18
						Section Acres	33
22N	01E	26	NW	NW		IRRIGATION	10
			NW	NW		STOCKWATER	
						Section Acres	10
22N	01E	27	NE	NE		STOCKWATER	
			SE	NE		STOCKWATER	
			NE	NE		IRRIGATION	38
			SE	NE		IRRIGATION	3
						Section Acres	41
						Total Acres	140

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DB 8/10/2004

OWNERSHIP CHANGED BY LH 10/8/97.

15. Basis of Claim: Statutory Claim



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

MAY 12 1998

WATER RESOURCES
WESTERN REGIONDATE OF CLOSING: 10-1-97

LEGAL DESCRIPTION OF PROPERTY: Township 22N Range 1E
Section _____, 1/4 of _____ 1/4 of _____ 1/4 Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

(SEE
ATTACHMENTS)
RECEIVED

AUG 06 2002

WATER RESOURCES
WESTERN REGION

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☒ Water Right Number(s)
Assigned by IDWR: A-78-04002B
- ☒ Name and Address of Former Owner/Claimant(s)(Seller):
Idaho Holdings, J.S. Lausmann, Mg. Partner
P.O. Box 1608
Medford, Oregon 97501
- ☒ New Owner/Claimant (Purchaser):
J.W. Whitman, Inc,
10 Village Center Drive
- ☒ New Mailing Address:
Reading, PA 19607
- ☒ New Telephone Number: (610) 775 - 3351

- ☒ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☒ Attach proof of ownership, describe proof attached: WARRANTY DEED DATED 9/29/97; QUIT CLAIM DEED DATED 9/29/97
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☒ Signature of New Owner/Claimant(s): J.W. Whitman Pres. Date 5/11/98
Date _____
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:

Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: _____ By: _____
Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

COMPUTER []
INDEXED []
TRACTED []
FILMED []
ASSESSOR []

396324

WARRANTY DEED

For Value Received, IDAHO HOLDINGS PARTNERSHIP; CLIFTON A. POWELL AND ROBERTA G. POWELL, HUSBAND AND WIFE; JERRY S. LAUSMANN AND DONNIS O. LAUSMANN, HUSBAND AND WIFE

the Grantors, do hereby grant, bargain, sell and convey unto
J.W. WHITMAN INC., A PENNSYLVANIA CORPORATION

whose address is: 10 VILLAGE CENTER DRIVE,
READING, PENNSYLVANIA 19507-3397

the Grantee, the following described premises, to-wit:

SEE ATTACHED AS EXHIBIT "A"

RECEIVED

AUG 06 2002

WATER RESOURCES
WESTERN REGION

TOGETHER WITH ANY AND ALL WATER AND MINERAL RIGHTS APPERTAINING
THERETO.

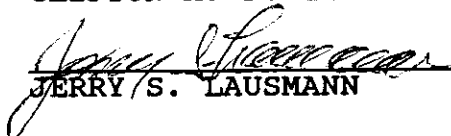
TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the 1997 taxes and assessments and easements shown of record and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/29/97

IDAHO HOLDINGS PARTNERSHIP


JERRY S. LAUSMANN, GENERAL PARTNER

CLIFTON A. POWELL


JERRY S. LAUSMANN

ROBERTA G. POWELL


DONNIS O. LAUSMANN

State of OREGON)
) ss
County of JACKSON)

On the 29th day of September, A.D. 1997, before me
Sharon R. DuBois a notary public in and for
said state, personally appeared Jerry S. Lausmann known to me to
be one of the partners in the partnership of Idaho Holdings
Partnership and the partner or one of the partners who subscribed
said partnership name to the foregoing instrument, and acknowledged
to me that he executed the same in said partnership name.

Sharon R. DuBois
Notary Public
Residing at: Central Point, OR
Commission Expires:



State of OREGON)
) ss
County of JACKSON)

On the 29th day of September 1997 before me,
Sharon R. DuBois
a notary public in and for said State, personally appeared
JERRY S. LAUSMANN AND DONNIS O. LAUSMANN
known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

Sharon R. DuBois
Notary Public
Residing at: Central Point, OR
Commission Expires:



State of)
) ss
County of)

On the day of , 1997 before me,

a notary public in and for said State, personally appeared
CLIFTON A. POWELL AND ROBERTA G. POWELL
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:
Commission Expires:

WARRANTY DEED

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whose address is: 10 VILLAGE CENTER DRIVE,
READING, PENNSYLVANIA 19507-3397

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SEE ATTACHED AS EXHIBIT "A"

TOGETHER WITH ANY AND ALL WATER AND MINERAL RIGHTS APPERTAINING
THERETO.

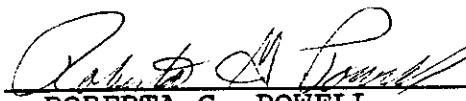
TO HAVE AND TO HOLD the premises with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the 1997 taxes and assessments and easements shown of record and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 9-28-97

IDAHO HOLDINGS PARTNERSHIP

JERRY S. LAUSMANN, GENERAL PARTNER


CLIFTON A. POWELL


ROBERTA G. POWELL

JERRY S. LAUSMANN

DONNIS O. LAUSMANN

State of)
) ss
County of)

On the _____ day of _____, A.D. 1997, before me
_____ a notary public in and for
said state, personally appeared Jerry S. Lausmann known to me to
be one of the partners in the partnership of Idaho Holdings
Partnership and the partner or one of the partners who subscribed
said partnership name to the foregoing instrument, and acknowledged
to me that he executed the same in said partnership name.

Notary Public
Residing at:
Commission Expires:

State of)
) ss
County of)

On the _____ day of _____, 1997 before me,
a notary public in and for said State, personally appeared
JERRY S. LAUSMANN AND DONNIS O. LAUSMANN
known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

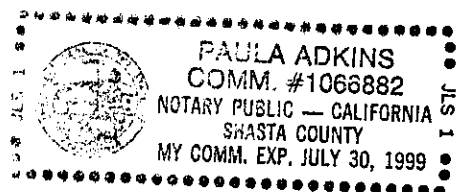
Notary Public
Residing at:
Commission Expires:

State of California)
) ss
County of Shasta)

On the 24th day of September, 1997 before me, Paula Adkins
a notary public in and for said State, personally appeared
CLIFTON A. POWELL AND ROBERTA G. POWELL
known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

Paula Adkins

Notary Public
Residing at:
Commission Expires:



File No. 12358

SCHEDULE C

Parcel 1:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 22: S½NE¼, SE¼
Section 23: SW½NW¼, W½SW¼, SE½SW¼ west of Main Elk Creek
Section 26: NW½NW¼ West of Main Elk Creek
Section 27: NE½NE¼, SE½NE¼ North of Elk Creek

LESS AND EXCEPTING the following parcels:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 23: Tax No. 81: That part of the SW½NW¼ which is defined as follows: Beginning at the N 1/16th corner between Sections 22 and 23, which corner lies S.0°28'19"E., 1,323.058 feet from the NW corner of said Section 23, thence S.74°14'32"E., 671.438 feet; thence S.15°11'03"E., 104.811 feet; thence S.10°11'03"E., 367.122 feet; thence S.34°38'23"E., 400.449 feet; thence S.81°45'01"E., 365.354 feet to the east line of the SW½NW¼; thence N.0°17'55"W., 1,013.442 feet to the NE corner of said SW½NW¼; thence N.89°25'27"W., 1,322.550 feet back to the point of beginning.

ALSO LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Sections 23 and 26: Tax No. 72: Beginning at the Section corner common to Sections 22, 23, 26 and 27; thence East 165 feet to the Real Point of Beginning; thence South 264 feet to an iron pin; thence West 165 feet to an iron pin on the section line common to Sections 26 and 27; thence South 528 feet along the Section line to an iron pin; thence East 495 feet to an iron pin; thence North 264 feet to an iron pin; thence East 82.5 feet to an iron pin; thence North 528 feet to an iron pin; thence East 82.5 feet to an iron pin; thence North following the Westerly side of the Elk Lake Road approximately 528 feet to an iron pin; thence West 330 feet to an iron pin; thence South 264 feet to an iron pin; thence West 165 feet to an iron pin; thence South 264 feet to an iron pin, which is the Real Point of Beginning.

continued....

File No. 12358

SCHEDULE C - continued:

Parcel 2:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 23: Tax No. 80: Those parts of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and
NE $\frac{1}{4}$ SW $\frac{1}{4}$ which are described by a survey as follows:
Beginning at the West $\frac{1}{4}$ corner of said Section 23,
thence S.89°33'53"E., 1,318.497 feet to the SW corner of
the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
thence N.0°17'55"W., 306.314 feet to the initial point of
beginning on the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
thence S.81°45'01"E., 182.832 feet;
thence N.16°03'36"E., 543.239 feet;
thence N.21°22'18"E., 550.049 feet to a point on the
North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
thence N.21°22'18"E., 118.601 feet;
thence N.46°12'14"E., 750.222 feet;
thence S.56°05'24"E., 93.929 feet;
thence S.14°59'29"W., 231.318 feet;
thence S.45°45'21"W., 82.410 feet;
thence S.2°47'31"W., 234.922 feet;
thence S.35°48'28"W., 82.060 feet to the North line of
SE $\frac{1}{4}$ NW $\frac{1}{4}$;
thence S.35°48'28"W., 100.298 feet;
thence S.1°38'37"E., 429.598 feet;
thence S.28°59'17"W., 378.956 feet;
thence S.30°23'09"E., 237.862 feet;
thence S.18°03'21"E., 283.547 feet to the North line of
the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence S.18°03'21"E., 17.783 feet;
thence S.11°14'14"E., 215.132 feet;
thence S.13°30'34"W., 239.374 feet;
thence S.0°33'45"W., 349.694 feet;
thence S.8°19'07"W., 205.150 feet;
thence S.35°22'04"W., 186.870 feet;
thence S.15°40'12"W., 162.131 feet to the South line of
the NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence N.89°43'22"W., 802.330 feet to the SW corner of
NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence N.0°08'25"E., 1,325.488 feet to the NW corner of
NE $\frac{1}{4}$ SW $\frac{1}{4}$;
thence N.0°17'55"W., 306.314 feet back to the initial
point of beginning.

continued....

File No. 12358

SCHEDULE C - continued:

ALSO LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 27: Tax No. 76: Beginning at the Section corner common to
Sections 22, 23, 26 and 27, Township 22 North, Range 1
East, B.M.,
thence South 2,020 feet to a point on the North side of
the Elk Creek Road on the Section line;
thence S.60°W. along the North side of the Elk Creek Road
250 feet to a point, the Real Point of Beginning;
thence N.60°W., 200 feet to a point;
thence North 218 feet to a point;
thence S.60°E., 200 feet to a point;
thence South 218 feet to the True Point of Beginning.

ALSO LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 27: Tax No. 78: Beginning at the Section corner common to
Sections 22, 23, 26 and 27 of said Township and Range,
thence South 2,020 feet to a point on the North side of
the Elk Creek Road on the Section line, which is the True
Point of Beginning;
thence S.60°W. along the North side of the Elk Creek Road
250 feet to a point;
thence North 295.75 feet to a point;
thence N.60°E., 250 feet to a point on the Section line;
thence South along the section line 295.75 feet to the
True Point of Beginning.

ALSO LESS

ELK CREEK HYDROELECTRIC PROJECT POWERHOUSE

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 27: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as
follows: Beginning at the 1/16th corner common to
SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27,
thence N.00°34'17"W., 80 feet to the true point of
beginning, of said powerhouse parcel,
thence N.00°34'17"W., 140 feet,
thence East 130 feet,
thence South 140 feet,
thence West 130 feet, back to the True Point of
Beginning.

continued....

File No. 12358

SCHEDULE C - continued:

(Parcel 2 - continued)

LESS THE FOLLOWING DESCRIBED PARCEL:

ELK CREEK HYDROELECTRIC PROJECT DIVERSION

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 23: Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows: Beginning at the North 1/16th corner between sections 22 and 23,
thence S.89°25'27"E., 1854.221 feet,
thence N.21°22'18"E., 118.601 feet,
thence N.46°12'14"E., 750.222 feet, to the True Point of Beginning of said intake parcel,
thence East 220 feet,
thence South 140 feet,
thence West 220 feet,
thence North 140 feet back to the point of beginning.

Parcel 3:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 26: Tax No. 77: Beginning at the section corner common to Sections 22, 23, 26 and 27, Twp. 22 N., Rge. 1 E., B.M.,
thence South along the section line 1,320 feet to a point on the section line which is the True Point of Beginning,
thence East 250 feet to a point,
thence South 276 feet, more or less, to a point on the existing fence line,
thence S.83°W. along the existing fence line 255 feet, more or less, to a point on the section line,
thence North 312.50 feet, more or less, to the True Point of Beginning.

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 26: Tax No. 79: Beginning at the section corner common to sections 22, 23, 26 and 27, Twp. 22 N., Rge. 1 E., B.M.,
thence South along the section line 1,320 feet, more or less, to a point on the South West corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 26, Twp. 22 N., Rge. 1 E., B.M.,
thence 250 feet due East to the True Point of Beginning,
thence East 550 feet, more or less, to the center of Elk Creek,
thence Southwesterly along the centerline of Elk Creek 150 feet, more or less, to the North existing fence line of the Sigurd A. Ulstad property,
thence S.75°W., along the North existing fence line 528 feet, more or less, to the Easterly boundary fence line of the W.M. Roberts property,
thence North 279 feet, to the True Point of Beginning.

END OF SCHEDULE C

Filed and recorded at the request of Blaine County Title
at 1:35 o'clock P M this 22nd day of Oct 1927

By _____
Deputy

Rose Gehring
Ex-Officio Auditor and Recorder
Blaine County, Idaho

Fee \$ 24.00

M/Vault

396325

QUITCLAIM DEED

COMPUTER 1 1
INDEXED 1 1
TRACTED 1 1
FILMED 1 1
REPRODUCTION 1 1

For Value Received, IDAHO HOLDINGS PARTNERSHIP; CLIFTON A. POWELL
AND ROBERTA G. POWELL, HUSBAND AND WIFE; JERRY S. LAUSMANN AND
DONNIS O. LAUSMANN, HUSBAND AND WIFE

hereby conveys, releases, remises and forever quits claim unto
J.W. WHITMAN, INC. A PENNSYLVANIA CORPORATION

whose address is : 10 VILLAGE CENTER DRIVE
READING, PENNSYLVANIA 19507-3397

the following premises, to wit:

SEE ATTACHED AS EXHIBIT "A"

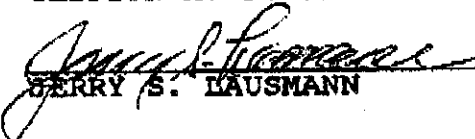
This property is also known as the Diversion Site and Power Plant
parcels.

Dated: 9/29/97
IDAHO HOLDINGS PARTNERSHIP


JERRY S. LAUSMANN, GENERAL PARTNER

CLIFTON A. POWELL

ROBERTA G. POWELL


JERRY S. LAUSMANN

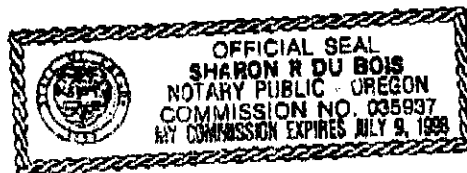

DONNIS O. LAUSMANN

Notary Public
Residing at:
Commission Expires:

State of Oregon)
County of Jackson) ss

On the 29th day of September, A.D. 1997, before me
Sharon R. DuBois a notary public in and for
said state, personally appeared Jerry S. Lausmann known to me to
be one of the partners in the partnership of Idaho Holdings
Partnership and the partner or one of the partners who subscribed
said partnership name to the foregoing instrument, and acknowledged
to me that he executed the same in said partnership name.

Sharon R. DuBois
Notary Public
Residing at: Central Point, OR
Commission Expires:



State of Oregon)
County of Jackson) ss

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known to me to be the persons whose names are subscribed to the
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Sharon R. DuBois
Notary Public
Residing at: Central Point, OR
Commission Expires:



State of)
County of) ss

On the day of , 1997 before me,
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CLIFTON A. POWELL AND ROBERTA G. POWELL
known to me to be the persons whose names are subscribed to the
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same.

Notary Public
Residing at:
Commission Expires:

QUITCLAIM DEED

For Value Received, IDAHO HOLDINGS PARTNERSHIP; CLIFTON A. POWELL
AND ROBERTA G. POWELL, HUSBAND AND WIFE; JERRY S. LAUSMANN AND
DONNIS O. LAUSMANN, HUSBAND AND WIFE

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whose address is : 10 VILLAGE CENTER DRIVE
READING, PENNSYLVANIA 19507-3397

the following premises, to wit:

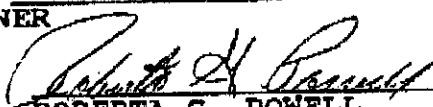
SEE ATTACHED AS EXHIBIT "A"

This property is also known as the Diversion Site and Power Plant
parcels.

Dated: 9-19-97
IDAHO HOLDINGS PARTNERSHIP

JERRY S. LAUSMANN, GENERAL PARTNER


CLIFTON A. POWELL


ROBERTA G. POWELL

JERRY S. LAUSMANN

DONNIS O. LAUSMANN

Notary Public
Residing at:
Commission Expires:

State of)
) ss
County of)

On the _____ day of _____, A.D. 1997, before me
a notary public in and for
said state, personally appeared Jerry S. Lausmann known to me to
be one of the partners in the partnership of Idaho Holdings
Partnership and the partner or one of the partners who subscribed
said partnership name to the foregoing instrument, and acknowledged
to me that he executed the same in said partnership name.

Notary Public
Residing at:
Commission Expires:

State of)
) ss
County of)

On the _____ day of _____, 1997 before me,

a notary public in and for said State, personally appeared
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known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
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Residing at:
Commission Expires:

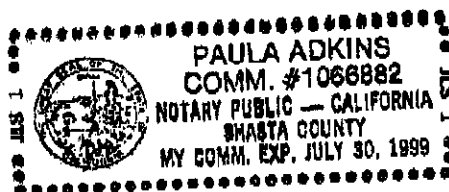
State of California)
) ss
county of Shasta)

On the 29th day of September, 1997 before me, Paula Adkins

a notary public in and for said State, personally appeared
CLIFTON A. POWELL AND ROBERTA G. POWELL
known to me to be the persons whose names are subscribed to the
within instrument, and acknowledged to me that they executed the
same.

Paula Adkins

Notary Public
Residing at:
Commission Expires:



ELK CREEK HYDROELECTRIC PROJECT DIVERSION

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 23: Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ more particularly described as follows: Beginning at the North 1/16th corner between sections 22 and 23, thence S. 89° 25' 27" E., 1854.221 feet, thence N. 21° 22' 18" E., 118.601 feet, thence N. 46° 12' 14" E., 750.222 feet, to the True Point of Beginning of said intake parcel, thence East 220 feet, thence South 140 feet, thence West 220 feet, thence North 140 feet back to the point of beginning.

ELK CREEK HYDROELECTRIC PROJECT POWERHOUSE

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 27: Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows: Beginning at the 1/16th corner common to SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, thence N. 00° 34' 17" W., 80 feet to the true point of beginning, of said powerhouse parcel, thence N. 00° 34' 17" W., 140 feet, thence East 130 feet, thence South 140 feet, thence West 130 feet, back to the True Point of Beginning.

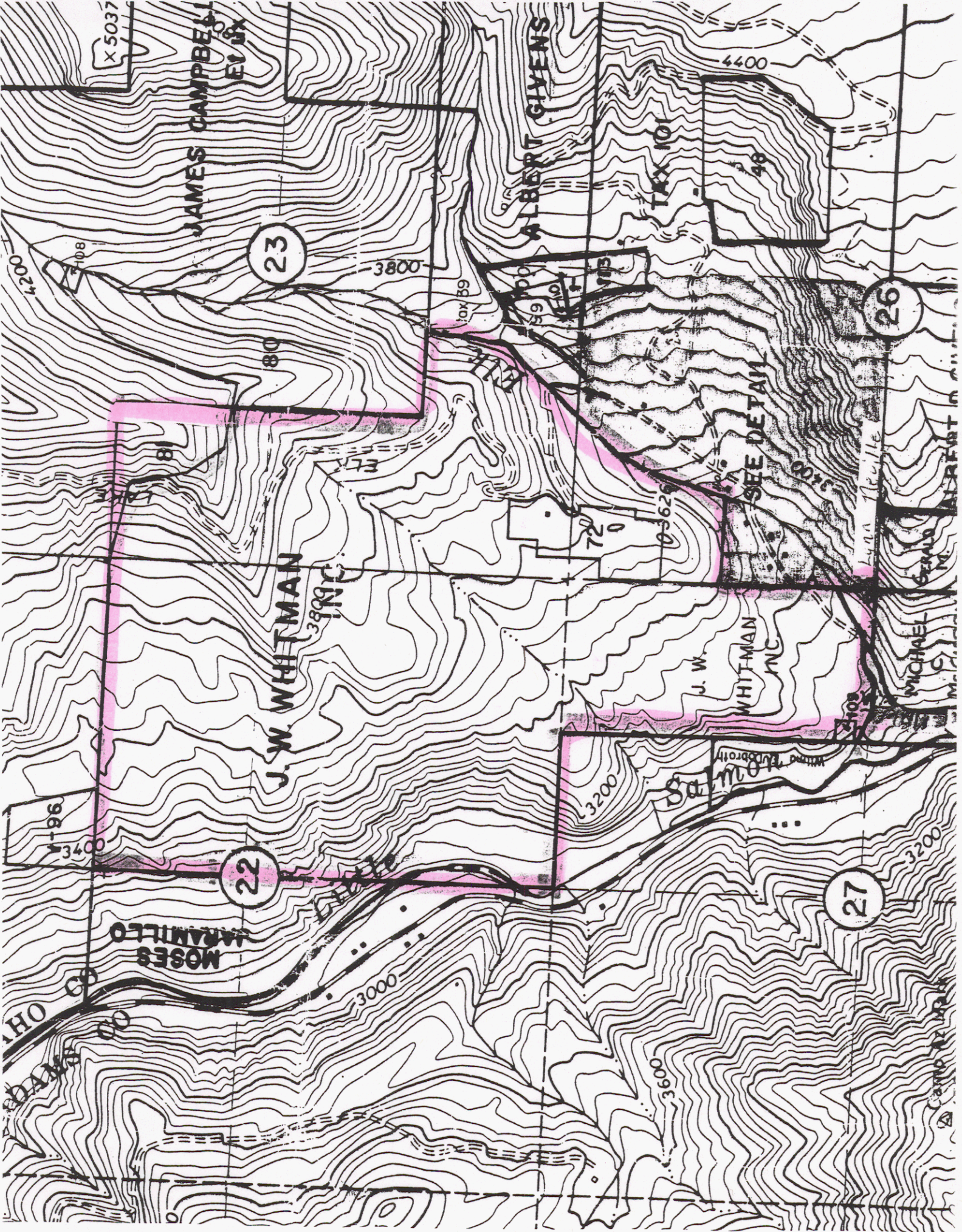
Filed and recorded at the request of Idaho City Title
at 1:35 o'clock P M this 22nd day of Oct 1997

By _____
Deputy

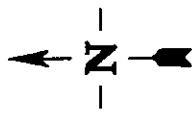
Ex-Officio Auditor and Recorder
Idaho County, Idaho

Fee \$ 15.00

m/Vault

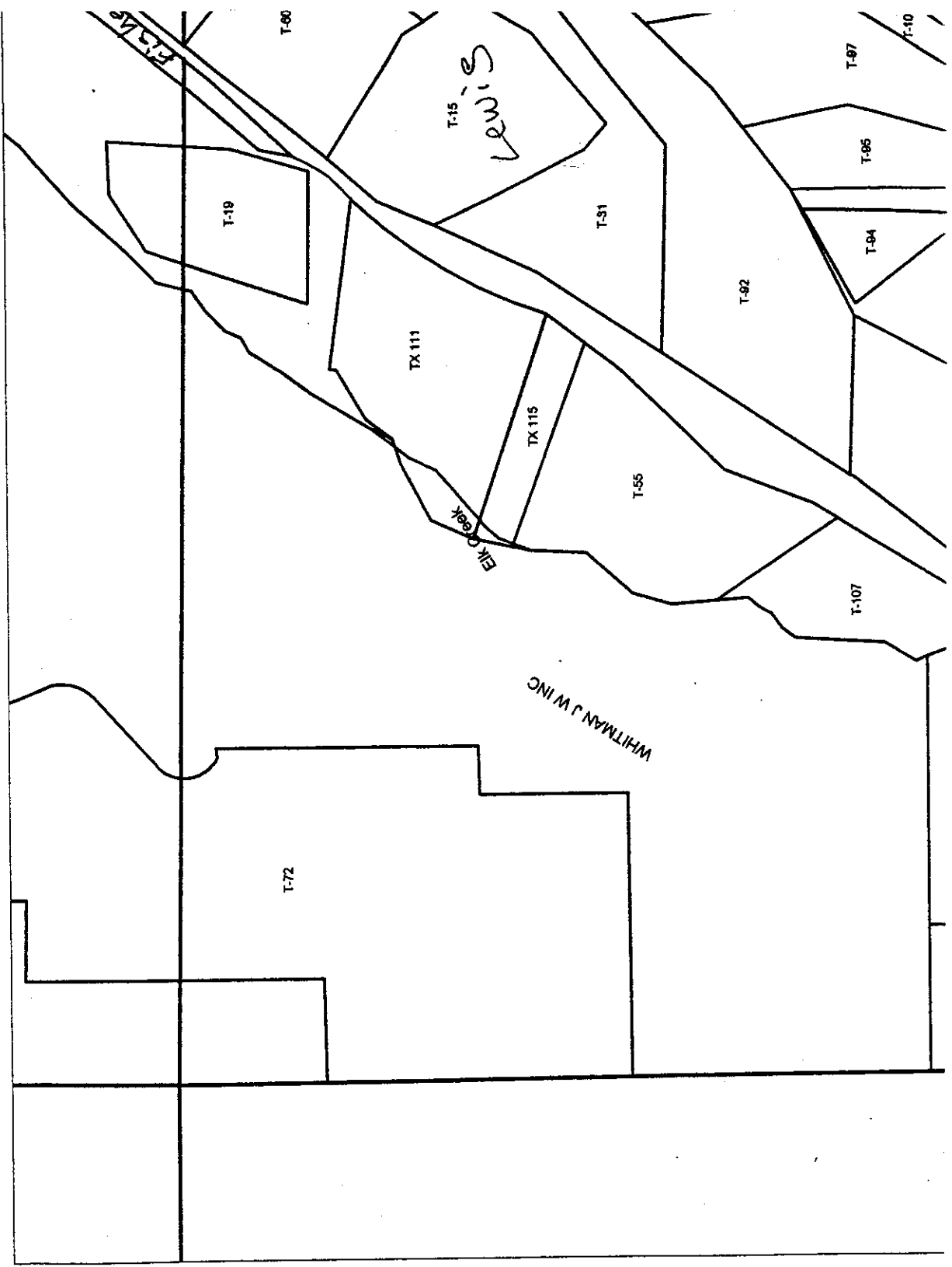


J R1E Sec 26 se Meridian NW/NW aho County Idaho



Legend

- County_ROW_Text
- Creek_Boundary
- Creek_Text
- County_ROW
- Parcel_Owner
- Parcel_Boundary
- Assessment_Tax_Text



Map created
by reviewer
(sharla)

(18)

(5)
4.87

(9)
9.22

(10)



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: A78-04002B
Date Received: 10/27/1989
Receipt No: C012567
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CLIFTON POWELL
Address: 5250 HUNTINGTON DR
REDDING CA 96002
AND/OR
Name: JERRY LAUSMANN
Address: 200 MEDFORD HEIGHTS
MEDFORD OR 97504
AND/OR
Name: IDAHO HOLDINGS 541-776-6507
Address: J S LAUSMANN MG PARTNER
PO BOX 1608
MEDFORD OR 97501
2. Date of Priority: JUN 1, 1898
3. Source: ELK CREEK Trib. to: LITTLE SALMON RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
22N	01E	23	SE	NE	SW		IDAHO
		26	NE	NW	NW		IDAHO
5. Description of diverting works:
CONCRETE HEADGATES WITH DITCHES
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	2.800		
STOCKWATER	01/01	12/31	0.030		
7. Total Quantity Appropriated is:
2.830 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 420.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCK/75 HEAD OF CATTLE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
22N	01E	22	NE		SE		STOCK	
			NE		SE		IRR	18.0
			SE		SE		STOCK	
			SE		SE		IRR	38.0
							Section Acres	56.0
		23	NW		SW		STOCK	
			NW		SW		IRR	15.0
			SW		SW		STOCK	
			SW		SW		IRR	18.0
							Section Acres	33.0
		26	NW		NW		STOCK	
			NW		NW		IRR	10.0
							Section Acres	10.0
		27	NE		NE		STOCK	
			NE		NE		IRR	38.0
			SE		NE		IRR	3.0
			SE		NE		STOCK	
							Section Acres	41.0
							Total Acres	140.0

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP CHANGED BY LH 10/8/97.

15. Basis of Claim: STATUTORY CLAIM

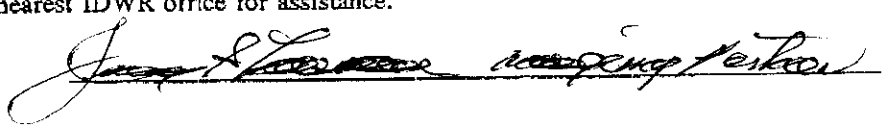
RECEIVED

AUG 22 1997

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

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).: A-78-04002 B
Adjudication Claim No(s).: A78-04002 B
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
JAMES B. HOWELL 1984 PANAMA ST. BOISE, ID.
CLIFTON POWELL 5250 HUNTINGTON DR. REDDING, CAL.
JOEY S. LAUMANN 200 MEDFORD HEIGHTS LN, MEDFORD, OR
4. New Owner/Claimant(s) IDAHO HOLDINGS, J.S. LAUMANN MG. PARTNER
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 1608 ALSO LEAVE CLIFTON POWELL OR AS A PARTNER - SEE THE PARTNERSHIP AGREEMENT IN FILE. ALSO PER CONSULTATION- PHONE W/MIKE MONTRO.
City, State and ZIP Code MEDFORD, OR 97501
New Telephone Number (541) 776-6507
5. Date you acquired the property JUNE 27, 1995
6. N/A If you have acquired only a portion of the former owner's property, IDWR may need 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 _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ 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) 
(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..

ORIGINAL

381548

WARRANTY DEED

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AUG 22 1997

WATER RESOURCES
WESTERN REGION

ORIGINAL

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INDEXED ()
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For Value Received

JAMES B. HOWELL and JOSEPHINE H. HOWELL, husband and wife, as Co-Trustees authorized to transfer real estate interests from and on behalf of the Howell 1992 Revocable Trust,

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto IDAHO HOLDINGS PARTNERSHIP, whose address is:

P.O. Box 1608
Medford, Oregon 97501

Hereinafter called the Grantee, all such undivided interest as they have or may after acquire in the following described premises situated in Idaho County, Idaho, to-wit:

TOWNSHIP 22 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

SEC. 22: S 1/2 NE 1/4, SE 1/4

SEC. 23: W 1/2 NW 1/4, W 1/2 SW 1/4 and that part of SE 1/4 SW 1/4 lying West of Elk Creek

SEC. 26: NW 1/4 NW 1/4 lying West of Elk Creek

SEC. 27: All that part of E 1/2 NE 1/4 and NE 1/4 SE 1/4 lying East of Little Salmon River, except that part of SE 1/4 SE 1/4 NE 1/4 lying South and East of Elk Creek and that part of NE 1/4 SE 1/4 lying East of Elk Creek Road and that part of SW 1/4 SE 1/4 NE 1/4 lying South and West of the center of Elk Creek and that part of the NE 1/4 SE 1/4 lying West and North of the Elk Lake Road and East of the Little Salmon River

AND TOGETHER WITH:

TOWNSHIP 22 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

SEC 26: Tax No. 77: Beginning at the section corner common to Sections 22, 23, 26 and 27, Twp. 22 N., Rge. 1 E., B.M., thence South along the section line 1,320 feet to a point on the section line which is the True Point of Beginning, thence East 250 feet to a point, thence South 276 feet, more or less, to a point on the existing fence line, thence S. 83° W. along the existing fence line 255 feet, more or less, to a point on the section line, thence North 312.50 feet, more or less, to the True Point of Beginning.

AND TOGETHER WITH:

TOWNSHIP 22 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

SEC 26: Tax No. 79: Beginning at the section corner common to sections 22, 23, 26, and 27,

Twp. 22 N., Rge. 1 E., B.M., thence South along the section line 1,320 feet, more or less, to a point on the South West corner of the NW1/4 NW1/4 of section 26, Twp. 22 N., Rge. 1 E., B.M.,
thence 250 feet due East to the True Point of Beginning, thence East 550 feet, more or less, to the center of Elk Creek,
thence Southwesterly along the centerline of Elk Creek 150 feet, more or less, to the North existing fence line of the Sigurd A. Ulstad property,
thence S. 75° W, along the North existing fence line 528 feet, more or less, to the Easterly boundary fence line of the W.M. Roberts property,
thence North 279 feet, to the True Point of Beginning.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

Beginning at the Section corner common to Sections 22, 23, 26 and 27; thence East 165 feet to the Real Point of Beginning; thence South 264 feet to an iron pin; thence West 165 feet to an iron pin on the Section line common to Sections 26 and 27; thence South 528 feet along the Section line to an iron pin; thence East 495 feet to an iron pin; thence North 264 feet to an iron pin; thence East 82.5 feet to an iron pin; thence North 528 feet to an iron pin; thence East 82.5 feet to an iron pin; thence North following the Westerly side of the Elk Lake Road approximately 528 feet to an iron pin; thence West 330 feet to an iron pin; thence South 264 feet to an iron pin; thence West 165 feet to an iron pin; thence South 264 feet to an iron pin, which is the Real Point of Beginning. All lying in Section 23 and 26, T-22-N, R-1-E, B.M., Idaho County, Idaho.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

a part of Section 23, T 22 N, R 1 E, B.M., Idaho County, Idaho which is described as all of the NW 1/4, NW 1/4, containing some 40.1750 acres.
Also that part of the SW 1/4 NW 1/4 which is defined as follows:

Beginning at the N 1/16 th corner between Sections 22 and 23, which corner lies S O° 28' 19" E, 1323.058' from the NW corner of said Section 23.

Thence, S 74° 14' 32" E 671.438'

Thence, S 15° 11' 03" E 104.811'

Thence, S 10° 11' 03" E 367.122'

Thence, S 34° 38' 23" E 400.449'

Thence, S 81° 45' 01" E 365.354' to the East line of the SW 1/4 of NW 1/4

Thence, N O° 17' 55" W 1,013.442' to the NE corner of said SW 1/4 of NW 1/4

Thence, N 89° 25' 27" W 1,322.550' back to the point of beginning/

Which said parcel contains some 14.4613 acres.

WARRANTY DEED P-2

STATE of IDAHO	
County of Idaho ss	
Recorded at request of	
IDAHO COUNTY TITLE CO.	
at	2 minutes past 2 o'clock P. M.
this	8 day of Aug. 19 95
ROSE E. GERRING	
By	Edith L. Anderson Recorder
Fees	\$12.00 Deputy

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

TOWNSHIP 22 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

Sec. 27: Tax No. 76 Beginning at the Section corner common to Sections 22, 23, 26 and 27, Township 22 North, Range 1 East, B.M., thence South 2,020 feet to a point on the North side of the Elk Creek Road on the Section line;
thence S. 60° W. along the North side of the Elk Creek Road 250 feet to a point, the Real Point of Beginning;
thence N. 60° W., 200 feet to a point;
thence North 218 feet to a point;
thence S. 60° E., 200 feet to a point;
thence South 218 feet to the True Point of Beginning.

AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

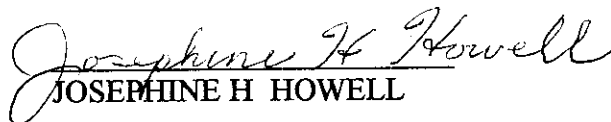
TOWNSHIP 22 NORTH, RANGE 1 EAST, BOISE MERIDIAN,

Sec 27: Tax No. 78 Beginning at the Section corner common to Sections 22, 23, 26 and 27 of said Township and Range,
thence South 2,020 feet to a point on the North side of the Elk Creek Road on the Section line, which is the True Point of Beginning;
thence S. 60° W. along the North side of the Elk Creek Road 250 feet to a point;
thence North 295.75 feet to a point;
thence N. 60° E., 250 feet to a point on the Section line;
thence South along the section line 295.75 feet to the True Point of Beginning.

AND EXCEPTING THEREFROM EASEMENTS OF RECORD and EXCEPTING a Deed granting an Estate for years filed as Instrument Number 320146, records of Idaho County, Idaho.

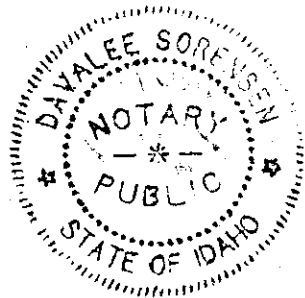
TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever. Grantors further conveys to Grantees all water rights to above conveyed lands including any remaining hydro power rights.


JAMES B. HOWELL


JOSEPHINE H. HOWELL

STATE OF IDAHO)
 :S
COUNTY OF ADA)

On this 28th day of July, 1995, before me a notary public in and for said State, personally appeared James B. Howell and Josephine H. Howell, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



A handwritten signature in dark ink, appearing to read "Davalee Sorensen", written over a horizontal line.

Notary Public
Residing in Boise Idaho
My Commission Expires 2/28/2001

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AUG 22 1997

WATER RESOURCES
WESTERN REGION

ORIGINAL

381549

WARRANTY DEED

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INDEXED	5 4
TRACTED	6 8
FILMED	8 8
ASSESSOR	4 8

For Value Received

JAMES B. HOWELL and JOSEPHINE H. HOWELL, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto IDAHO HOLDINGS PARTNERSHIP, whose address is:

P.O. Box 1608
Medford, Oregon 97501

Hereinafter called the Grantee, all such undivided interest as they have or may afteracquire in the following described premises situated in Idaho County, Idaho, to-wit:

Those parts of NE 1/4 of NW 1/4 and SE 1/4 of NW 1/4 and NE 1/4 of SW 1/4, all within Section 23, T 22 N, R 1 E, B.M., Idaho County, Idaho, which are described by a survey as follows:

Beginning at the West 1/4 corner of said section 23, thence S 89° 33' 53" E 1, 318.497' to the SW corner of the SE 1/4 NW 1/4, thence N 0° 17' 55" W, 306.314 to the initial point of beginning on the West line of the SE 1/4 NW 1/4.

Thence, S 81° 45' 01" E 182.832'

Thence, N 16° 03' 36" E 543.239'

Thence, N 21° 22' 18" E 550.049' to a point on the North line of the SE 1/4 of NW 1/4

Thence, N 21° 22' 18" E 118.601'

Thence, N 46° 12' 14" E 750.222'

Thence, S 56° 05' 24" E 93.929'

Thence, S 14° 59' 29" W 231.318'

Thence, S 45° 45' 21" W 82.410'

Thence, S 2° 47' 31" W 234.922'

Thence, S 35° 48' 28" W 82.060' to the North line of SE 1/4 of NW 1/4

Thence, S 35° 48' 28" W 100.298'

Thence, S 1° 38' 37" E 429.598'

Thence, S 28° 59' 17" W 378.956'

Thence, S 30° 23' 09" E 237.862'

Thence, S 18° 03' 21" E 283.547' to the North line of the NE 1/4 of SW 1/4

Thence, S 18° 03' 21" E 17.783'

Thence, S 11° 14' 14" E 215.132'

Thence, S 13° 30' 34" W 239.374'

Thence, S 0° 33' 45" W 349.694'

Thence, S 8° 19' 07" W 205.150'

Thence, S 35° 22' 04" W 186.870'

Thence S 15° 40' 12" W 162.131' to the South line of the NE 1/4 of SW 1/4

Thence, N 89° 43' 22" W 802.330' to the SW corner of NE 1/4 of SW 1/4

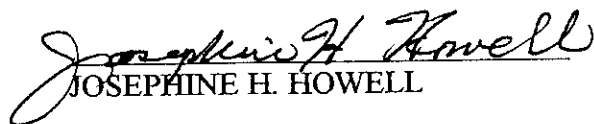
WARRANTY DEED P-

Thence, N 0 08' 25" E 1,325.488' to the NW corner of NE 1/4 of SW 1/4
Thence, N 0 17' 55" W 306.314' back to the initial point of beginning

Which said parcel contains some 53.6966 acres.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all imcombrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.


JAMES B. HOWELL


JOSEPHINE H. HOWELL

STATE OF IDAHO)
 :S
COUNTY OF ADA)

On this 10th day of April, 1995, before me a notary public in and for said State, personally appeared James B. Howell and Josephine H. Howell, husband and wife, known to me to be the persons whose names are subscribed tot he within instrument, and acknowledged to me that they executed the same.




Notary Public
Residing in Boise, Idaho
My Commission Expires _____

WARRANTY DEED P-

STATE of IDAHO	
County of Idaho ss	
Recorded at request of _____	
IDAHO COUNTY TITLE CO.	
at <u>0</u> minutes past <u>2</u> o'clock <u>P</u> M.	
this <u>8</u> day of <u>Aug</u> , 19 <u>95</u>	
ROSE E. GEHRING	
By <u>Edith L. Anderson</u>	Recorder
Fees \$ <u>6.00</u>	Deputy

RECEIVED

AUG 22 1997

WATER RESOURCES
WESTERN REGION

IDAHO HOLDINGS

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT ("Agreement") is made as of the 27 day of June, 1995, between Jerry and Donnis Lausmann, husband and wife of Medford, Oregon (hereafter "Lausmanns"), and Clifton and Roberta Powell, husband and wife, of California (hereafter "Powells").

WHEREAS, the four above named parties, (hereafter collectively "Partners"), comprising all of the Partners of the Partnership, have agreed to form an Idaho General Partnership under the name "Idaho Holdings" (hereafter "General Partnership"), which General Partnership shall be owned by the Partners in certain percentages as stated herein; and

WHEREAS, the partners have agreed to state the terms, conditions and agreements of the Partnership as set forth in this Agreement, it being the intent of the Partners that this Agreement shall supersede and replace any prior Partnership Agreement, and, from and after the date hereof, the rights and obligations of the Partners shall be controlled by this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants and agreements of the parties herein contained, and for other good and valuable consideration, the existence and sufficiency of which is expressly acknowledged, IT IS AGREED:

Section 1. Effective Date of General Partnership.

As of June 27 1995, the effective the date of this Agreement, the Partnership shall exist as an Idaho General Partnership (hereafter "Partnership"), with the rights and obligations of the Partners to be determined in accordance with the terms, conditions and covenants of this Agreement and the applicable laws of the State of Idaho governing general partnerships.

The Partnership shall continue as an Idaho General Partnership until dissolved in accordance with this Agreement.

Section 2. General Partnership Name.

The name of the Partnership shall be:

"Idaho Holdings"

COPY

6640

Section 3. Purpose.

The Partnership shall engage in the business of real estate holding, sale and development related or unrelated to and any other lawful pursuit. The Partnership shall have the power and authority to do all things necessary, required or convenient in connection with the Partnership Property. Without the prior written consent of all Partners, the Partnership shall not engage in any other business or investment other than as expressly described in this Section.

Section 4. Principal Place of Business.

The principal place of business shall be at P.O. Box 1608, Medford, Oregon 97501, or such other place(s) as approved in writing by all Partners.

Section 5. New Partners.

With the unanimous approval of all existing Partners, a new Partner may be admitted to the Partnership by an appropriate amendment to this Agreement and the agreement of the new Partner to be bound thereby.

Section 6. Capital Accounts.

The capital account of each Partner, shall hereafter be maintained on the books of the Partnership strictly in accordance with the rules set forth in applicable Treasury Regulations and the Internal Revenue Code.

Subject to the previous paragraph, the following provisions shall govern the Capital Accounts of the Partners:

- (a) The Capital Account of each Partner shall consist of the amount of money contributed by the Partner to the Partnership, increased by:
 - (i) The fair market value of property contributed by the Partner to the Partnership (net of liabilities secured by the property or to which the property is subject); and
 - (ii) The Net Income allocated to the Partner;and decreased by:
 - (iii) The amount of money distributed to the Partner;
 - (iv) The fair market value of property distributed to the Partner by the Partnership

Capital

(net of liabilities secured by the property or to which the property is subject);

- (v) The Partner's share of expenditures of the Partnership described in I.R.C. (including for this purpose, losses which are nondeductible under I.R.C.).
- (vi) The Partner's share of amounts paid or incurred by the Partnership to organize the Partnership or to promote the sale of (or to sell) an interest in the Partnership (except to the extent properly amortized for tax purposes); and
- (vii) The Net Losses allocated to the Partner.

As used above, "income" refers to all items of income (including all items of gain and including income exempt from tax) as properly determined for "book" purposes, and "Loss" refers to all items of loss (including deductions) as properly determined for "book" purposes. "Book" income and loss shall be determined based on the value of the Partnership's assets as set forth on the books of the Partnership in accordance with the principles of applicable Treasury Regulations. Otherwise income and loss shall be determined strictly in accordance with federal income tax principles (including rules governing depreciation and amortization), applied as set forth on the Partnership assets as set forth on the Partnership books.

- (b) In the event that assets of the Partnership other than cash are distributed to a Partner in kind, the Capital Account of each Partner shall be adjusted for the hypothetical book gain or loss that would have been realized by the Partnership if the distributed assets had been sold for their fair market value in a cash sale (in order to reflect unrealized gain or loss).
- (c) In the event of the liquidation of a Partner's interest in the Partnership or of the Partnership, the Capital Account of each Partner shall be adjusted for the hypothetical book gain or loss that would have been realized by the Partnership if all Partnership assets had been sold for their fair market values in a cash sale (in order to reflect unrealized gain or loss).
- (d) The Capital Account of each Partner shall also be adjusted upon the constructive termination of the Partnership in accordance with the method set forth in the immediately preceding paragraph.

As used herein "I.R.C." shall mean the Internal Revenue Code of 1986, as amended, and any successor provisions. The initial capital contribution of each partner shall be their undivided one fourth (1/4) interest in that certain real estate described in Schedule A attached hereto located in Idaho County and Adams County, Idaho.

Section 7. Additional Capital Contributions.

Should the cash funds on hand in the Partnership not be sufficient to meet current Partnership operating expenses, all Partners shall contribute the additional capital required to meet those expenses in the same proportion as the Partners share in the profits (and losses) of the Partnership. Said additional capital contributions shall be paid by each Partner within fifteen (15) days after the approval of the additional capital contribution by a majority of the Partners (which as used herein and elsewhere in this Agreement shall mean the approval of the Partners entitled to at least fifty-one percent (51.0%) of the profits (and losses) of the Partnership.

If a Partner fails to pay a required additional capital contribution within the time provided above, the non-defaulting Partner(s), or any of them, may loan to the Partnership the delinquent amount owed by the defaulting Partner. Such loan shall be charged to the defaulting Partner and shall bear interest at an annual rate equal to the published reference rate of West One Bank, Boise, Idaho, as it exists from time to time, plus four percent (4.0%), and shall be payable on or before ninety (90) days after the date of the loan. Any Partner making such a loan on behalf of a defaulting Partner shall have and is hereby granted security interest in and to the Partnership interest of the defaulting Partner to secure all sums advanced and interest accrued thereon, all in accordance with and subject to the provisions of the Uniform Commercial Code of the State of Idaho; and such contributing Partner(s) shall be entitled to all of the rights and remedies of a secured party in the event of a default by the defaulting Partner including, but not limited to, the right and power to sell or offer for sale the Partnership interest of the defaulting Partner as provided in the Uniform Commercial Code. The defaulting Partner shall execute all instruments and documents necessary to evidence said loan and the agreement to repay the same and to acknowledge and perfect the security interest herein created; failure to do so shall cause the loan or loans contemplated by this paragraph to be immediately due and payable.

Section 8. Minimum Gain.

"Minimum Gain" with respect to any taxable year of the Partnership shall mean the minimum gain of the Partnership as defined by applicable principles of Treasury Regulations, and including amounts of taxable income or gain that would be recognized if the Partnership asset(s) was disposed of for the amount of Nonrecourse Liabilities (as defined below) secured by the asset(s).

For purposes of determining Minimum Gain, where the asset(s) is subject to multiple secured liabilities of unequal priority, the adjusted basis of the assets(s) shall be allocated among the secured liabilities in order of priority starting with the most senior secured liability. Where two (2) or more secured liabilities are of equal priority, basis shall be allocated among the equal priority secured liabilities pro rata in accordance with the amount of each of the secured liabilities.

For the purposes of determining Minimum Gain, the book value of an asset shall be substituted for its adjusted tax basis, if it differs from the book value, but other Minimum Gain shall be determined in accordance with federal income tax principles.

Section 9. Net Income - Net Loss.

"Net Income" and "Net Loss" shall mean the taxable income or taxable loss (exclusive of Built-In Gain or Built-In Loss) of the Partnership for each taxable year, as determined for federal income tax purposes in accordance with I.R.C., including all items of income, gain, loss or deduction required to be separately stated, other than any specific item of income, gain (exclusive of Built-In Gain), loss (exclusive of Built-In Loss), deduction or credit subject to special allocation under this Agreement, with the following modifications:

- (a) Net Loss shall not include Nonrecourse Deductions (as defined below);
- (b) Net Income shall be increased by any income exempt from federal income tax;
- (c) Net Income shall be reduced by I.R.C. §705(a)(2)(B) expenditures.
- (d) Depreciation, amortization and other costs recovery transactions shall be determined based on book value instead of the amount determined in calculating taxable income or loss. Any item of deduction, amortization or cost recovery specially allocated to a Partner and not included in Net Income or Net Loss shall be determined for Capital Account purposes in a manner similar to this subsection.

Section 10. Nonrecourse Deductions.

"Nonrecourse Deductions" shall mean the amount of loss, deduction or I.R.C. §705(a)(2)(B) expenditure (or item thereof) attributable to Nonrecourse Liabilities.

Section 11. Nonrecourse Liabilities.

"Nonrecourse Liabilities" shall mean the liabilities of the Partnership which are treated as "nonrecourse liabilities" under applicable Treasury Regulations. Any liability of the Partnership guaranteed by a Partner, or with respect to which a Partner has pledged personal assets, shall not be classified as Nonrecourse Liability; provided, that such liabilities for basis purposes shall be allocated to the Partners who have directly or through their affiliates provided such guarantee.

Section 12. Maintenance of Capital Accounts.

Notwithstanding anything to the contrary in this Agreement, from and after the date of this Agreement, the Capital Accounts of the Partners shall be maintained in accordance with I.R.C. §704 and Treasury Regulations §1.7041(b).

Section 13. Contributed Property.

Notwithstanding any other provision of this Agreement to the contrary, the Partners shall

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cause depreciation and/or cost recovery deductions by a Partner to be allocated among the Partners for income tax purposes, to take into account the variation, if any, between the adjusted tax basis of such property in the hands of the contributing Partner on the date immediately preceding the date of such contribution and its agreed value at the time of such contribution.

Section 14. Return of Capital Contribution.

A Partner shall not have the right to demand the return of such Partner's capital contribution(s) made to the Partnership.

Section 15. Partnership Accounting.

All accounting for the Partnership shall be done currently and in accordance with generally accepted accounting practices and principles relating to partnerships, consistently applied. No interest shall be paid to a Partner on the credit balance of such Partner's capital account even though it may be disproportionate to the ratio required of other Partners.

Section 16. Net Profits (Losses) and Distributions.

The net profits and losses of the Partnership shall be allocated to the Partners as follows.

Lausmanns	50%
Powells	50%

Distributions to the Partners of Net Cash From Operations shall be made at such time(s) as shall be agreed upon by the Partners. No distribution shall be made to or by a Partner unless and only in accordance with the terms of this Agreement. All distributions, from whatever source, shall be distributed to and among the Partners in strict accordance with this Agreement. All distributions of Net Cash From Operations shall be distributed to the Partners in the same percentage as each net profit (and losses) are allocated to the Partners. In no case shall a distribution be made to one (1) Partner without a distribution being made to all other Partners. As used in this Agreement, "Net Cash From Operations" shall mean the gross cash proceeds from Partnership operations less the portion thereof used to pay, or establish reserves for the payment of, all Partnership expenses and liabilities, debt payments, capital improvements, replacements, and contingencies, all as reasonably approved by the Partners.

Section 17. Management - Execution of Documents.

The following provisions shall govern the management of the Partnership.

(a) Jerry Lausmann shall act as the Managing Partner with day to day operating responsibility. However, all major issues or questions shall be referred for joint consideration by all

Partners.

- (b) Upon each question presented for consideration by the Partners, and approval by a majority of the Partners, as defined in Section 2.02(b), above, shall be required, and such decision by a majority of the Partners shall be binding upon the Partnership and all Partners; provided, that any contract or other undertaking of the Partnership which shall create a Partnership debt or liability, known or contingent, in excess of \$5,000.00 shall be approved and executed by all Partners.
- (c) Any agreement, instrument or document creating an encumbrance against, or relating to the conveyance of, any real property owned by the Partnership shall be signed by all the Partners.
- (d) Notwithstanding the foregoing, the Partners shall have the right, by written resolution signed by all the Partners, to authorize Jerry Lausmann or any other partners to execute instruments and documents for and on behalf of the Partnership and, when so executed by the Partner(s) authorized, such shall be binding on the Partnership and all Partners.
- (e) Each Partner shall devote such time and effort as necessary to accomplish the purposes of the Partnership. It is agreed, however, that a Partner party shall be expected or required to devote full time to the purposes of the Partnership, as necessary.

Section 18. Death, Permanent Disability or Withdrawal of a Partner.

The Partnership shall not dissolve or terminate on a Partner's death, permanent physical or mental disability (hereafter "death or disability") or withdrawal if, within forty-five (45) days after the date of the death or adjudication of permanent disability of a Partner or, in the case of withdrawal, the receipt by the Partnership and each other Partner of a written notice of a Partner's election to withdraw, the Partnership elects to purchase the interest of the deceased or disabled or withdrawing Partner (hereafter "Deceased or Withdrawing Partner"). Likewise, the Partnership shall not dissolve or terminate if the spouse of a deceased Partner wishes to maintain and continue the Partnership and has succeeded or will succeed by devise or other method to the full interest of the decedent. If the Partnership so elects, it may purchase, an offered interest and thereafter continue and it shall not wind up its affairs or liquidate because of the death or withdrawal. The vote of the Partners entitled to a majority of the profits (or losses) of the Partnership (excluding the interest of the Deceased or Withdrawing Partner) shall be sufficient to make an election to purchase. The price to be paid and the manner of payment for the interest of the Deceased or Withdrawing Partner shall be in accordance with this Agreement.

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Section 19. Purchase Price for Deceased or Withdrawing Partner's Interest.

The purchase price of a Deceased Partner's interest in the Partnership shall be an amount which is equal to the Deceased or Withdrawing Partner's Capital Account, after such Capital Account is increased or decreased as follows: (i) increased by the Deceased or Withdrawing Partner's share of the Partnership's profits or decreased by the Deceased or Withdrawing Partner's share of the Partnership's losses, as the case may be, for the period from the beginning of the Partnership year which the death or withdrawal occurs until the date of death or withdrawal, (ii) decreased by the amount of distributions paid to the Deceased or Withdrawing Partner during such period, and (iii) increased by the Deceased or Withdrawing Partner's proportionate share of the excess, if any, of the fair market value of the Partnership assets and property at the date of death or withdrawal over the book value of said assets and property on that date. The fair market value of the Partnership assets and property shall be determined as follows:

- (a) On or before September 1, 1995, and on or before every other like date annually, thereafter, all Partners may agree on said fair market value in writing in a form substantially the same as attached hereto as "Exhibit B". In the event such value is agreed to, then the same shall be conclusive and binding upon the Partners and the Partnership for the following three years unless a new value is unanimously agreed to, whereupon a new three year period shall commence. In the event the Partners do not unanimously agree to such value as provided in this sub-paragraph, then (and only then) sub-paragraphs (b) and (c) shall apply to determine fair market value.
- (b) Subject to sub-paragraph (a) above, within thirty (30) days after the election by the Partnership to purchase the interest of the Deceased or Withdrawing Partner, the Partnership and the personal representative of a Deceased Partner or the Withdrawing Partner, as the case may be, shall either (i) jointly appoint as appraiser, or (ii) failing this joint action, each separately designate an appraiser. The failure of either party to appoint an appraiser within the time allowed shall be deemed equivalent to appointing the appraiser appointed by the other party. No person shall be appointed or designated an appraiser under this subsection (b) or subsection (c), below, unless he is a member in good standing of the American Institute of Real Estate Appraisers and has the designation "M.A.I." or is a member of another organization of appraisers and has a designation equivalent to "M.A.I."
- (c) If the two (2) appraisals are at, or within five percent (5%) of, the same determination of fair market value, the average of the two (2) appraisals shall be binding and conclusive. If the two (2) appraisals differ by more than five percent (5%), the two (2) appraisers so selected shall agree on the selection of a third (3rd) appraiser who shall be retained to perform an appraisal of the property and assets of the Partnership. Upon the receipt of the third (3rd) appraisal, the average of the two (2) lowest appraisals shall be binding and conclusive of the fair market value of the property and assets of the Partnership. In the case of a Deceased Partner, the

appraisal expenses shall be paid one-half ($\frac{1}{2}$) by the Partnership and one-half ($\frac{1}{2}$) by the estate or personal representative of the Deceased Partner. In the case of a Withdrawing Partner, the Withdrawing Partner shall pay all of the appraisal expenses.

- (d) In arriving at a valuation figure, each appraiser shall use the going-concern concept and shall observe the following basis for valuation, but not limited to them in arriving at an opinion of the value of the Partnership property and assets.
 - (i) Inventory shall be valued at the lower of cost or fair market value;
 - (ii) Buildings and lands shall be valued at fair market value;
 - (iii) Machinery and equipment shall be valued at fair market value;
 - (iv) Stocks, bonds, partnership interests and other similar investments shall be valued at the most recently quoted sale or trading price, if a market exists therefor or, if not, then the value shall be equal to the most recent past sale not later than one (1) year prior to valuation. In the absence of a market or sale, stock shall be valued at its book value plus accrued interest and a partnership interest shall be valued at an amount determined by a majority of the general partners in said partnership;
 - (v) In determining the fair market value, the existence of a willing purchaser shall be assumed;
 - (vi) Accounts payable shall be taken at the face amount, less discounts deductible therefrom, and all accounts receivable shall be taken at the face amount thereof, less discounts normally allowed and a reasonable reserve for bad debts;
 - (vii) A valuation shall be placed on items of substantial value not carried on the Partnership's books;
 - (viii) All unpaid but accrued federal, state and local taxes, including, but not limited to, sales, ad valorem real and personal property, payroll, unemployment insurance, excise, franchise and income, if any, shall be deducted as liabilities;
 - (ix) Contingent liability items shall be specifically deducted from the valuation figure, but only if such item(s) may, in the appraiser's opinion, become an actual obligation of the Partnership and then only in the amount determined by the appraiser to be reasonable;

- (x) Trademarks, trade names, patents and other intangibles shall be considered in arriving at a valuation figure but only if, in the appraiser's opinion, said rights and intangibles are marketable and otherwise have commercial value; but goodwill, if any, shall not be considered in arriving at the valuation of the Partnership interest being appraised;
 - (xi) Past, present and prospective earnings, including the existing and prospective economic conditions in the industry shall be considered in arriving at a valuation figure;
 - (xii) Consideration shall be given to the federal and state income tax contingent liabilities on the differences between recorded book values and the market values determined by the appraisers; and
 - (xiii) Sales and brokerage commissions and any other costs of sale of the interest being appraised, if it were sold on the open market shall be considered in arriving at a valuation figure.
- (d) The Partnership interest of the Deceased or Withdrawing Partner shall be valued as of the first (1st) day of the month in which the death of the Partner occurred or the notice of intent to withdraw is given to the Partnership and the other Partners, as the case may be.
 - (e) In the case of a Deceased Partner, all other costs and expenses shall be paid one-half ($\frac{1}{2}$) by the Partnership and one-half ($\frac{1}{2}$) by the estate or personal representative of the Deceased Partner. In the case of a Withdrawing Partner, the Withdrawing Partner shall pay all other costs and expenses incurred by the Partnership.

Each Partner agrees that the price determined in accordance with the provisions of this Section with respect to the interest of a Withdrawing Partner is a fair and reasonable price to be paid upon a withdrawal, and that the discount granted to the Partnership is fair and reasonable for the economic risks and financial obligations being undertaken by the Partnership with respect to the interest of the Withdrawing Partner purchased.

Section 20. Payment of Purchase Price.

In the event the interest of a Deceased or Withdrawing Partner is purchased by the Partnership as provided in Section 19, above, the closing of the purchase shall take place at the principal office of the Partnership within 60 days after the value of the Deceased or Withdrawing Partner's interest is computed or determined as herein provided. The purchase price for the Deceased or Withdrawing Partner's interest shall be paid in cash at the closing, or, if purchased by the Partnership, upon the election of the Remaining Partners entitled to a majority of the profits (or losses) of the Partnership (excluding the interest of the Withdrawing Partner), such purchase price shall be paid by the delivery

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to the personal representative of a Deceased Partner or to the Withdrawing Partner, as the case may be, of a promissory note of the Partnership, guaranteed by the Remaining Partners in the amount of the total purchase price. The note shall bear interest at an annual rate equal to the published prime (reference) rate of West One Bank of Boise, Idaho, as it exists from time to time, not to less than seven percent (7%) or more than twelve percent (12%) per annum, commencing the closing date, with the payments commencing two (2) months after the closing date, with the payments to be determined based upon a nine percent (9%) annual interest rate. Each payment shall be first applied to interest accrued to the date of payment (based on the actual applicable interest rate) and the balance to principal. The promissory note shall provide that the maker shall have the right to prepay all or any part thereof at any time with interest to the date of prepayment without penalty and that a default in the payment of any installment due on the promissory note not cured within 30 days after written notice of default served on the maker, and the Remaining Partners if the Partnership is the maker, shall entitle the holder thereof, at the holder's option, to declare the remaining unpaid principal balance of the promissory note to become immediately due and payable. The guarantee of the promissory note by the Remaining Partners shall be limited to that percentage of the promissory note equal to each Remaining Partner's share of the Partnership profits (or losses) after the purchase of the Deceased or Withdrawing Partner's Partnership interest.

Upon payment of the purchase price or the delivery of the promissory note as provided above, the personal representative of a Deceased Partner or the Withdrawing Partner, as the case may be, shall execute such instruments and documents as may be necessary or required to effect the transfer of the Partnership interest being purchased and the termination of all further rights and interests of the Deceased or Withdrawing Partner in the Partnership and in the Partnership property and assets.

The obligations evidenced by the promissory note given in payment for the purchase price of a Deceased or Withdrawing Partner's Partnership interest shall be secured by a suitable mortgage or deed instrument, subject to all liens and encumbrances then existing.

Section 21. Election Not to Purchase.

If the partnership does not elect to purchase the Partnership interest of a Deceased or Withdrawing Partner as provided herein, the Partnership shall be terminated and dissolved in accordance with Section 22, below, as though the Partners had held the required meeting and therein determined to dissolve the Partnership.

Section 22. Dissolution and Winding Up.

In the event that the Partnership shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and converted into cash as soon as possible and all debts and other amounts due the Partnership collected. The proceeds thereof shall thereupon be applied as follows:

(a) To discharge the debts and liabilities of the Partnership and the expenses of liquidation.

(b) To pay each Partner or his or her legal representative any unpaid salary, drawing account, interest or profits to which he shall then be entitled and in addition, to repay to any Partner his capital contributions in excess of his original capital contribution.

(c) To divide the surplus, if any, among the Partners or their representatives as follows:

(1) First (to the extent of each Partner's then capital account) in proportion to their then capital accounts.

(2) Then according to each Partner's then Percentage Share of Capital.

Section 23. Execution in Counterpart.

This Partnership agreement may be executed in any number of counterparts, each of which shall be taken to be an original. Valid execution shall be deemed to have occurred when a Partnership signature page is executed by all Partners.

Section 24. Indemnification

The Partnership shall indemnify any person who is made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason or the fact that he, or she or their testator or intestate is or was a manager, employee or agent of the Partnership or serves or served any other enterprise at the request of the Partnership to the full extent permitted by law.

Provided, however, that any indemnity under this section shall be provided out of and to the extent of Partnership assets only, and no Partner shall have any personal liability with regard to said indemnity.

Section 25. Notice.

Any and all notices provided for herein shall be given in writing by registered or certified mail, return receipt requested and shall be addressed to the last address known to the sender or delivered to the recipient in person.

Section 26. Modifications

No modification of this agreement shall be valid unless such modification is in writing and signed by the parties hereto.

Section 27. Opinion of Counsel.

The doing of any act or the failure to do any act by any Partner, the effect of which may cause or result in loss or damage to the Partnership, if pursuant to opinion of legal counsel employed by the Managing Partner(s) on behalf of the Partnership, shall not subject such Partner to any liability.

Further, the Managing Partner(s) shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of powers and authority conferred upon them, but shall be liable only for gross negligence or wilful default.

Section 28. Additional Instruments

This agreement shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors or assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this agreement.

Section 29. Amendments.

This agreement may be altered at any time by the decision of Partners holding not less than two-thirds (2/3) of the then capital of the Partnership confirmed by an instrument in writing, which instrument the Partners hereby agree to execute.

Section 30. Banking

The Partnership shall maintain a bank in the State of Oregon. Checks and drafts shall be drawn on the Partnership's bank account for Partnership purposes only and shall be signed by the Managing Partner or his designated agent.

Section 31. Titles and Subtitles.

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Partnership agreement.

Section 32. Words and Gender or Number.

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 33. Severability.

In the event any parts of this agreement are found to be void, the remaining provisions of this

agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

Section 34. Effective Date.

This agreement shall be effective only upon its execution by all of the proposed Partners.

Section 35. Execution.

This agreement may be executed or notarized by some or each of the Partners on a separate signature page.

Section 36. Waiver

No waiver of any provisions of this agreement shall be valid unless in writing and signed by the person or party against whom charged.

Section 37. Applicable Law.

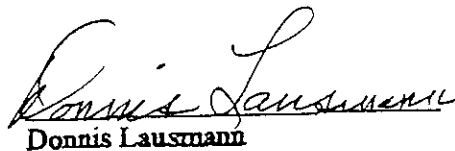
This agreement shall be subject to and governed by the laws of the State of Idaho.

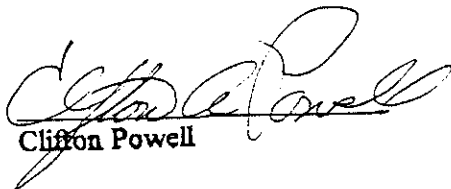
Section 38. Agreement Binding.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

DATED This 24 day of June, 1995


Jerry Lausmann


Donnis Lausmann


Clifford Powell


Roberta Powell

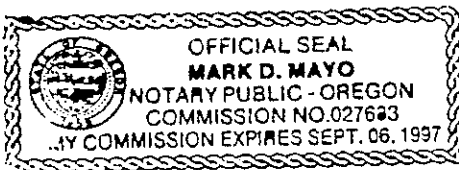
State of Oregon)

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County of JACKSON)

On this 30 day of June, 1995, before me, the undersigned, a Notary Public in and for the State of OREGON, personally appeared Jerry and Donnis Lausmann, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Mark D. Mayo
Notary Public for _____
Residing in _____

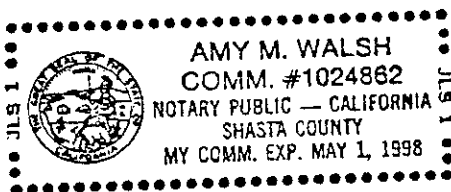
State of California)

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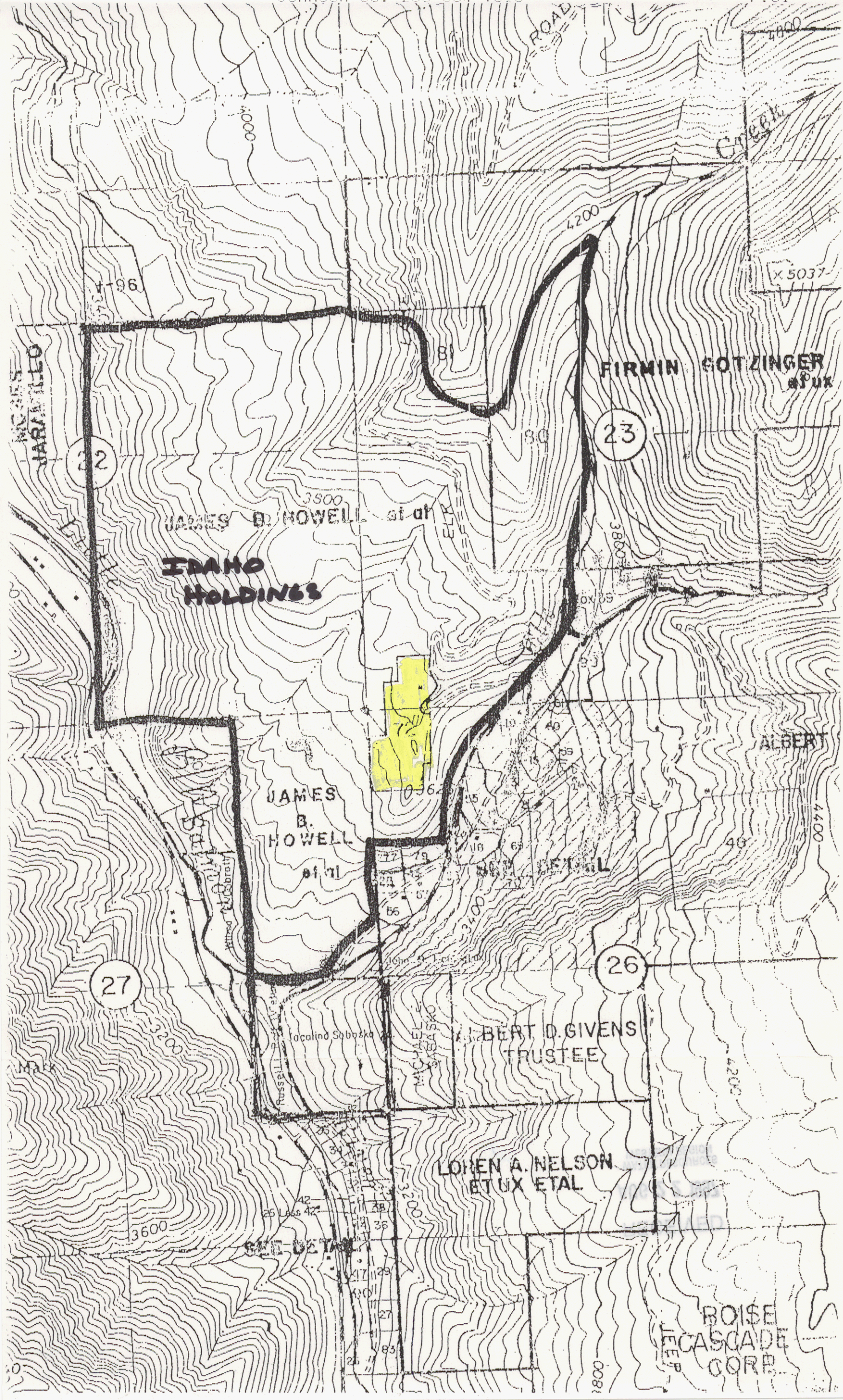
County of Shasta)

On this 27th day of June, 1995, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Clifton and Roberta Powell, known to me to be the persons whose names subscribed to the within 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.



Amy M. Walsh
Notary Public for _____
Residing in _____



RECEIVED

AUG 22 1997

WATER RESOURCES
WESTERN REGION

Ray Hamell
P.O. Box 308
Riggins, Idaho 83447

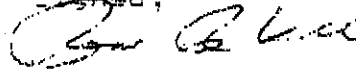
August 15, 1997

To Whom It May Concern:

I, Raymond R. Hamell, under a lease agreement with Jim Howell, have diverted water via the Old Clark Ditch, from Elk Creek (tributary to Little Salmon River) to the Idaho Holdings Property located in T22N R1E Sec. 22.

I have used the water continuously since 1997 for the purpose of irrigation and stock water for 10-55 head of horses and mules. At no time during this period has the use of this water been interloped or contested in any way.

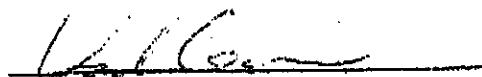
Signed,



Ray Hamell

State of Idaho
County of Idaho

On this 15 day of August, in the year of 1997, before me Wade C. Smith, personally appeared Ray Hamell, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he(she)(they) executed the same.


Notary Public

My Commission Expires on 5-28-99

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: **A78-04002B**
Date Received: 10/27/1989
Receipt No: C012567
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: JAMES B. HOWELL 208-345-5335
Address: 1984 PANAMA ST.
BOISE ID 83705
AND/OR
Name: CLIFTON POWELL
Address: 5250 HUNTINGTON DR.
REDDING CA 96002
AND/OR
Name: JERRY LAUSMANN
Address: 200 MEDFORD HEIGHTS
MEDFORD OR 97504
2. Date of Priority: JUN 1, 1898
3. Source: ELK CREEK Trib. to: LITTLE SALMON RIVER
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County |
|----------|-------|---------|--------|--------|--------|-----|--------|
| 22N | 01E | 23 | SE | NE | SW | | IDAHO |
| | | 26 | NE | NW | NW | | IDAHO |
5. Description of diverting works:
CONCRETE HEADGATES WITH DITCHES
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/15 | 10/15 | 2.800 | | |
| STOCKWATER | 01/01 | 12/31 | 0.030 | | |
7. Total Quantity Appropriated is:
2.830 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 420.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCK/75 HEAD OF CATTLE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
22N	01E	22	NE		SE		STOCK	
			NE		SE		IRR	18.0
			SE		SE		STOCK	
			SE		SE		IRR	38.0
							Section Acres	56.0
		23	NW		SW		STOCK	
			NW		SW		IRR	15.0
			SW		SW		STOCK	
			SW		SW		IRR	18.0
							Section Acres	33.0
		26	NW		NW		STOCK	
			NW		NW		IRR	10.0
							Section Acres	10.0
		27	NE		NE		STOCK	
			NE		NE		IRR	38.0
			SE		NE		IRR	3.0
			SE		NE		STOCK	
							Section Acres	41.0
							Total Acres	140.0

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
NONE

14. Remarks:

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: 35545

Ident. Number: A78-040028

Date Received:

Receipt No:

Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JAMES B. HOWELL
Address: 1984 PANAMA ST.
BOISE, ID 83705
AND/OR
Name: CLIFTON POWELL
Address: 5250 HUNTINGTON DR.
REDDING, CA 96002
AND/OR
Name: JERRY LAUSMANN
Address: 200 MEDFORD HEIGHTS
MEDFORD, OR 97504
2. Date of Priority: JUN 01, 1898
3. Source: ELK CREEK Trib. to: LITTLE SALMON RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
22N	01E	23	SE	NE	SW		IDAHO
		26	NE	NW	NW		IDAHO
5. Description of diverting works:
CONCRETE HEADGATES WITH DITCHES
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	2.800		
STOCKWATER	01/01	12/31	0.030		
7. Total Quantity Appropriated is:
2.830 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 420.0 Acre Feet Per Annum.

A78-040028

Page

1

Date: 09/11/89

9. Non-irrigation uses:
STOCK/75 HEAD OF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres	
22N	01E	22	NE	SE		STOCK		
			NE	SE		IRR	18.0	
			SE	SE		STOCK		
			SE	SE		IRR	38.0	
		Section Acres						56.0
		23	NW	SW		STOCK		
			NW	SW		IRR	15.0	
			SW	SW		STOCK		
			SW	SW		IRR	18.0	
		Section Acres						33.0
		26	NW	NW		STOCK		
			NW	NW		IRR	10.0	
		Section Acres						10.0
		27	NE	NE		STOCK		
			NE	NE		IRR	38.0	
			SE	NE		IRR	3.0	
SE	NE			STOCK				
Section Acres						41.0		
Total Acres						140.0		

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

(6) 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: _____

For Organizations:

I do solemnly swear or affirm that I am Senior Partner Title _____ of Partnership Organization, that I have signed the foregoing document in the space below as Senior Partner Title _____ of Partnership Organization and that the statements contained in the foregoing document are true and correct.

James R. Howell Signature of Authorized Agent

Senior Partner Title and Organization

9-11-89 Date

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 11TH day
of SEPTEMBER 19 89

Jeff Peppersack Notary Public

Seal

Residing at _____

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

Schroeder & Lezamiz
Law Offices, LLP
447 West Myrtle
Post Office Box 267
Boise, Idaho 83701-0267

RECEIVED

AUG 06 2002

WATER RESOURCES
WESTERN REGION

JOHN T. SCHROEDER
MARGARET M. LEZAMIZ
W. ALAN SCHROEDER*

ELAINE E. ANDERSON
Certified Lawyer's Assistant

TELEPHONE (208) 384-1627
TELECOPY (208) 384-1833

*Admitted in Idaho & Washington
*E-MAIL rangelaw@mindspring.com

August 5, 2002

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, Idaho 83705-5082

Re: Notice of Claim to a Water Right No. A78-04002B - J.W.
Whitman, Inc.

Dear IDWR:

Thank you for your letter dated July 16, 2002.

I wish to note that I believe Tax Lot 72 is subject to Water Right No. A78-04002A. It seems that your request should be directed to such claimant. Notwithstanding, I attach two maps that should conform to your request that I received from Idaho County.

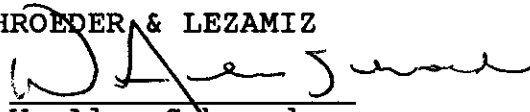
In addition, the mailing address on the "change" form should now be: J.W. Whitman, Inc., HC 75, Box 3561, New Meadows, Idaho 83654.

If you have any questions, please call or write me. Thank you.

Very truly yours,

SCHROEDER & LEZAMIZ

By


W. Alan Schroeder

Enclosures

cc: w/o enclosures

J.W. Whitman, Inc.
HC 75, Box 3561
New Meadows, Idaho 83654

Idaho Department of Water Resources
Western Region
August 5, 2002
Page - 2

Colette Meyer, Esq.
America Plaza, Suite 400
1070 E. Indiantown Road
Jupiter, Florida 33477

Schroeder & Lezamiz
Law Offices, LLP
447 West Myrtle
Post Office Box 267
Boise, Idaho 83701-0267

RECEIVED
AUG 06 2002
WATER RESOURCES
WESTERN REGION

JOHN T. SCHROEDER
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ELAINE E. ANDERSON
Certified Lawyer's Assistant

TELEPHONE (208) 384-1627
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*Admitted in Idaho & Washington
*E-MAIL rangelow@micron.net

May 11, 1998

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, Idaho 83705-5082

Re: Notice of Claim to a Water Right No. A78-04002B - J.W.
Whitman, Inc.

Dear IDWR:

Please notify me or advise of all matters related to this
claim unless or until otherwise informed in writing.

Very truly yours,

SCHROEDER & LEZAMIZ

By W. Alan Schroeder
W. Alan Schroeder

cc: Colette Meyer, Esq.
America Plaza, Suite 400
1070 E. Indiantown Road
Jupiter, Florida 33477

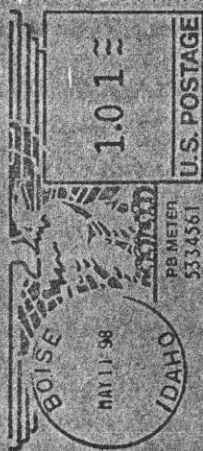
Rec'd 8/2002 with
ownership change.

SCHROEDER & LEZAMIZ LAW OFFICES, LLP
P.O. Box 267
BOISE, IDAHO 83701
Telephone (208) 384-1627

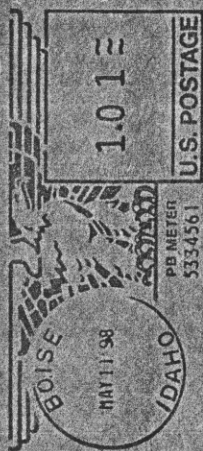
TO

Idaho Holdings, et al.
P.O. Box 1608
Medford, Oregon 97501

RETURN POSTAGE GUARANTEED



Rec'd 8/2002 with
ownership change.



SCHROEDER & LEZAMIZ LAW OFFICES, LLP

P.O. Box 267
BOISE, IDAHO 83701
Telephone (208) 384-1627

TO

J.W. Whitman, Inc
10 Village Center Drive
Reading, PA 19607

RETURN POSTAGE GUARANTEED

Rec'd 8/2002 with
Ownership change.

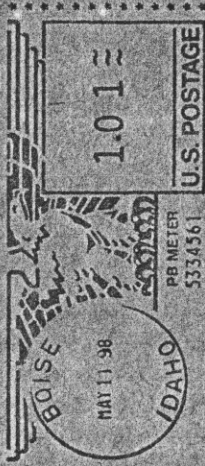
SCHROEDER & LEZAMIZ LAW OFFICES, LLP

P.O. Box 267
BOISE, IDAHO 83701
Telephone (208) 384-1627

TO

Colette Meyer, Esq
American Plaza, Suite 400
1070 E. Indiantown Road
Jupiter, Florida 33477

POSTAGE GUARANTEED





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 16, 2002

J W WHITMAN INC
10 VILLAGE CENTER DR
READING PA 19607

RE: Notice of Change of Water Right Ownership No. 78-4002B

Dear Property Owners:

This office has reviewed your Notice of Change of Water Right Ownership for the property with the above reference water right number. However, we are returning this to you at this time.

Due to the fact this may be a split of the original claim due to Tax Lot 72 described in Schedule C, we need you to submit a plat map or a survey map of the property, referencing the tax lot information for ownership of the property. This will help clarify correct ownership of the irrigated acres for the property involved.

Please submit the above information and we will be able to complete this ownership change. We apologize for any inconvenience this may have caused.

If you have any questions concerning this letter, please contact this office at 334-2190. Thank you for your patience and cooperation, as we have had several water right changes to process.

Sincerely,

Adjudication Section
Western Region

RH: dh

Enclosures

*Maps received Aug. 2002, per letter sent and
Bon's review in July, 2002.*

** Ownership change completed per Sharla's review 8-10-04*



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

MAY 12 1998

WATER RESOURCES
WESTERN REGIONDATE OF CLOSING: 10-1-97

LEGAL DESCRIPTION OF PROPERTY: Township 22N Range 1E
Section _____ 1/4 of _____ 1/4 of _____ 1/4 Govt. Lot _____, BM.

Lot _____, Block _____, Subdivision/Townsite _____.

If you have additional legal descriptions, please attach separate sheet.

(SEE
ATTACHMENTS)

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☒ Water Right Number(s)
Assigned by IDWR: A-78-04002B

☒ Name and Address of Former Owner/Claimant(s)(Seller): Idaho Holdings, J.S. Lausmann, Mg. Partner

P.O. Box 1608

Medford, Oregon 97501

☒ New Owner/Claimant (Purchaser): J.W. Whitman, Inc.,

10 Village Center Drive

☒ New Mailing Address: Reading, PA 19607

☒ New Telephone Number: (610) 775 - 3351

☒ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☒ Attach proof of ownership, describe proof attached: WARRANTY DEED DATED 9/29/97; QUIT CLAIM DEED DATED 9/29/97

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New Owner/Claimant(s) J.W. Whitman Pres. Date 5/11/98

Date

☐ Signature of Former Owner/Claimant(s): _____ Date _____

Date

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

CLAIM 78-4002B

R8

T22N R01E

S22, NESE & SESE

S23 NWSW, SWSW

S26 NWNW

S27 NENE, SENE

(LESS TAX NO 81 IN SW NW) — DOESN'T APPLY ON IRRIG

(LESS TAX NO 72) — ON TOP OF MTH

OK

DEED

PARCEL 1

S22 SE4 (NESE SESE)

S23 W¹/₂ SW (NWSW, SWSW)

S26 NWNW (WEST OF ELK CR)

S27 NENE, SENE (NORTH OF ELK CR) OK

PARCEL 2 — DOESN'T APPLY TO CLAIM 78-4002B

Schroeder & Lezamiz
Law Offices, LLP
447 West Myrtle
Post Office Box 267
Boise, Idaho 83701-0267

JOHN T. SCHROEDER
MARGARET M. LEZAMIZ
W. ALAN SCHROEDER*

*Admitted in Idaho & Washington
*E-MAIL rangelow@micron.net

ELAINE E. ANDERSON
Certified Lawyer's Assistant

TELEPHONE (208) 384-1627
TELECOPY (208) 384-1833

May 11, 1998

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, Idaho 83705-5082

Re: Notice of Claim to a Water Right No. A78-04002B - J.W.
Whitman, Inc.

Dear IDWR:

Please notify me or advise of all matters related to this
claim unless or until otherwise informed in writing.

Very truly yours,

SCHROEDER & LEZAMIZ

By W. Alan Schroeder
W. Alan Schroeder

cc: Colette Meyer, Esq.
America Plaza, Suite 400
1070 E. Indiantown Road
Jupiter, Florida 33477

Schroeder & Lezamiz
Law Offices, LLP
447 West Myrtle
Post Office Box 267
Boise, Idaho 83701-0267

RECEIVED

OCT 27 1997

WATER RESOURCES
WESTERN REGION

JOHN T. SCHROEDER
MARGARET M. LEZAMIZ
W. ALAN SCHROEDER*

ELAINE E. ANDERSON
Certified Lawyer's Assistant

TELEPHONE (208) 384-1627
TELECOPY (208) 384-1833

*Admitted in Idaho & Washington
*E-MAIL rangelow@micron.net

October 24, 1997

IDWR
Western Region
2735 Airport Way
Boise, Idaho 83705-5082

Attn: Lori Harris

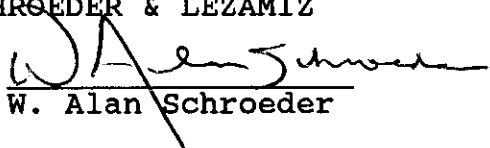
Re: Notice of Claim to a Water Right No. A78-04002B

Dear Ms. Harris:

Please file/record the following affidavits of use regarding the above noted water right. If you have any questions, please call.

Very truly yours,

SCHROEDER & LEZAMIZ

By 
W. Alan Schroeder

Enclosures: (1) Affidavit of Raymond R. Hamell dated 9/30/97
Affidavit of Ralph Bass dated 9/2/97

cc: w/ Enclosures
Colette Meyer, Esq.
Donovan, Leisure, et al.
450 Royal Palm Way, Suite 450
Palm Beach, Florida 33480

RECEIVED

OCT 27 1997

WATER RESOURCES
WESTERN REGION

AFFIDAVIT OF RALPH W. BASS

STATE OF IDAHO)
) ss.
COUNTY OF _____)

RALPH W. BASS being first sworn, says:

My date of birth is October 19, 1937.

My present business mailing address is P.O. Box 1678
McCall, ID 83638.

Between April 1, 1980 and November 15, 1984, I irrigated and grazed livestock under authorization from the owners on private land located approximately 12-miles south of Riggins, Idaho, legally described in Exhibit "A", which is attached to this affidavit. Specifically, during said time, I diverted water from Elk Creek at T22N, R1E, Section 23, SENESW, and T22N, R1E, Section 26 NENWNW, in Idaho County, State of Idaho, to be applied upon the following property for irrigation purposes between April 15 and October 15:

(1) T22N, R1E, Section 22, NESE	18 acres;
(2) T22N, R1E, Section 22, SESE	38 acres;
(3) T22N, R1E, Section 23, NWSW	15 acres;
(4) T22N, R1E, Section 23, SWSW	18 acres;
(5) T22N, R1E, Section 26, NWNW	10 acres;
(6) T22N, R1E, Section 27, NENE	38 acres;
(7) T22N, R1E, Section 27, SENE	3 acres;

for a total of 140 acres to the extent of approximately 2.80 C.F.S. (C.F.S. equals 448.8 gallons per minute). Further, during said time, I grazed livestock (horses and cattle) upon the property described in Exhibit "A" and this livestock has consumed water upon

the following property for stockwater purposes between January 1 and December 31:

- (1) T22N, R1E, Section 22, NESE;
- (2) T22N, R1E, Section 22, SESE;
- (3) T22N, R1E, Section 23, NWSW;
- (4) T22N, R1E, Section 23, SWSW;
- (5) T22N, R1E, Section 26, NWNW;
- (6) T22N, R1E, Section 27, NENE;
- (7) T22N, R1E, Section 27, SENE,

to the extent of approximately .03 C.F.S.


RALPH W. BASS

Subscribed and sworn to before me this 2 day of September, 1997.


NOTARY PUBLIC IN AND FOR
THE STATE OF IDAHO
Residing at McCall.
My Comm. Exp. 4-98.

Parcel 1:

SCHEDULE C

ownship 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
ection 22: S½NE¼, SE¼
ection 23: SW¼NW¼, W½SW¼, SE¼SW¼ west of Main Elk Creek
ection 26: NW¼NW¼ West of Main Elk Creek
ection 27: NE¼NE¼, SE¼NE¼ North of Elk Creek

LESS AND EXCEPTING the following parcels:

ownship 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
ection 23: That part of the SW¼NW¼ which is defined as follows:
Beginning at the N 1/16th corner between Sections 22 and
23, which corner lies S.0°28'19"E., 1,323.038 feet from
the NW corner of said Section 23,
thence S.74°14'32"E., 671.438 feet;
thence S.15°11'03"E., 104.811 feet;
thence S.10°11'03"E., 367.122 feet;
thence S.34°33'23"E., 400.449 feet;
thence S.81°45'01"E., 365.354 feet to the east line of
the SW¼NW¼;
thence N.0°17'55"W., 1,013.442 feet to the NE corner of
said SW¼NW¼;
thence N.89°25'27"W., 1,322.550 feet back to the point of
beginning.

0 LESS

ownship 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
ctions 26 and 27: Beginning at the Section corner common to Sections
22, 23, 26 and 27;
thence East 165 feet to the Real Point of
Beginning;
thence South 264 feet to an iron pin;
thence West 165 feet to an iron pin on the section
line common to Sections 26 and 27;
thence South 528 feet along the Section line to an
iron pin;
thence East 495 feet to an iron pin;
thence North 264 feet to an iron pin;
thence East 82.5 feet to an iron pin;
thence North 528 feet to an iron pin;
thence East 82.5 feet to an iron pin;
thence North following the Westerly side of the
Elk Lake Road approximately 528 feet to an iron
pin;
thence West 330 feet to an iron pin;
thence South 264 feet to an iron pin;
thence West 165 feet to an iron pin;
thence South 264 feet to an iron pin, which is the
Real Point of Beginning.

(continued)

No. 9576

SCHEDULE C - continued:

LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 27: Beginning at the Section corner common to Sections 22,
 23, 26 and 27, Township 22 North, Range 1 East, B.M.,
 thence South 2,020 feet to a point on the North side of
 the Elk Creek Road on the Section line;
 thence S.60°W. along the North side of the Elk Creek Road
 250 feet to a point, the Real Point of Beginning;
 thence N.60°W., 200 feet to a point;
 thence North 213 feet to a point;
 thence S.60°E., 200 feet to a point;
 thence South 213 feet to the True Point of Beginning.

O LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 27: Beginning at the Section corner common to Sections 22,
 23, 26 and 27 of said Township and Range,
 thence South 2,020 feet to a point on the North side of
 the Elk Creek Road on the Section line, which is the True
 Point of Beginning;
 thence S.60°W. along the North side of the Elk Creek Road
 250 feet to a point;
 thence North 295.75 feet to a point;
 thence N.60°E., 250 feet to a point on the Section line;
 thence South along the section line 295.75 feet to the
 True Point of Beginning.

Parcel 2:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 23: Those parts of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and NE $\frac{1}{4}$ SW $\frac{1}{4}$ which are
 described by a survey as follows: Beginning at the West
 $\frac{1}{4}$ corner of said Section 23,
 thence S.89°33'53"E., 1,318.497 feet to the SW corner of
 the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
 thence N.0°17'55"W., 306.314 feet to the initial point of
 Beginning on the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
 thence S.31°43'01"E., 182.832 feet;
 thence N.13°03'36"E., 543.239 feet;
 thence N.21°22'18"E., 550.049 feet to a point on the
 North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
 thence N.21°22'18"E., 118.601 feet;
 thence N.43°12'14"E., 750.222 feet;
 thence S.33°05'24"E., 93.929 feet;
 thence S.14°19'29"W., 231.318 feet;
 thence S.43°43'21"W., 62.410 feet;

(continued)

SCHEDULE C - continued:

thence S.2°47'31"W., 234.922 feet;
 thence S.35°48'23"W., 82.060 feet to the North line of
 SE¼NW¼;
 thence S.35°48'23"W., 100.298 feet;
 thence S.1°38'37"E., 429.598 feet;
 thence S.28°59'17"W., 378.956 feet;
 thence S.30°23'09"E., 237.862 feet;
 thence S.18°03'21"E., 283.547 feet to the North line of
 the NE¼SW¼;
 thence S.18°03'21"E., 17.783 feet;
 thence S.11°14'14"E., 215.132 feet;
 thence S.13°30'34"W., 239.374 feet;
 thence S.0°33'45"W., 349.694 feet;
 thence S.8°19'07"W., 205.150 feet;
 thence S.35°22'04"W., 186.870 feet;
 thence S.15°40'12"W., 162.131 feet to the South line of
 the NE¼SW¼;
 thence N.89°45'22"W., 802.330 feet to the SW corner of
 NE¼SW¼;
 thence N.0°08'25"E., 1,325.488 feet to the NW corner of
 NE¼SW¼;
 thence N.0°17'33"W., 306.314 feet back to the initial
 point of beginning.

el 3:

ship 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 ion 26: Tax No. 77: Beginning at the section corner common to
 Sections 21, 23, 26 and 27, Twp. 22 N., Rge. 1 E., S.M.,
 thence South along the section line 1,320 feet to a point
 on the section line which is the True Point of Beginning,
 thence East 250 feet to a point,
 thence South 276 feet, more or less, to a point on the
 existing fence line,
 thence S.83°W. along the existing fence line 255 feet,
 more or less, to a point on the section line,
 thence North 312.50 feet, more or less, to the True Point
 of Beginning.

(continued)

SCHEDULE C - continued:

el 3 - continued:

ship 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
ion 26: Tax No. 79: Beginning at the section corner common to
sections 22, 23, 26 and 27, Twp. 22 N., Rge. 1 E., B.M.,
thence South along the section line 1,320 feet, more or
less, to a point on the South West corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$
of section 26, Twp. 22 N., Rge. 1 E., B.M.,
thence 250 feet due East to the True Point of Beginning,
thence East 330 feet, more or less, to the center of Elk
Creek,
thence Southwesterly along the centerline of Elk Creek
150 feet, more or less, to the North existing fence line
of the Sigurd A. Ulstad property,
thence S.75°W., along the North existing fence line 528
feet, more or less, to the Easterly boundary fence line
of the W.M. Roberts property,
thence North 279 feet, to the True Point of Beginning.

AFFIDAVIT OF RAYMOND R. HAMELL

STATE OF IDAHO)
) ss.
COUNTY OF IDAHO)

RAYMOND R. HAMELL being first sworn, says:

My date of birth is November 7, 1952.

My present mailing address is P.O. Box 338
Riggins, Idaho 83549.

My present telephone number is 208-628-3073.

Between late 1986 and the present date, I have irrigated and grazed livestock under authorization from the owners on private land located approximately 12-miles south of Riggins, Idaho, legally described in Exhibit "A", which is attached to this affidavit.

Specifically, I have utilized enough water between 1986 to present which has been diverted from Elk Creek at T22N, R1E, Section 23, SENESW, in Idaho County, State of Idaho (Upper Ditch), to be applied upon the following property for irrigation purposes between at least April 15 and October 15:

- (1) T22N, R1E, Section 22, NESE 18 acres;
- (2) T22N, R1E, Section 22, SESE 38 acres;
- (3) T22N, R1E, Section 23, NWSW 15 acres;
- (4) T22N, R1E, Section 23, SWSW 18 acres;
- (5) T22N, R1E, Section 27, NENE 38 acres;
- (6) T22N, R1E, Section 27, SWNE & SENE 15-20 acres.

Additionally, I have diverted enough water in 1987, 1988, and seasonally thereafter to the present date from Elk Creek at T22N, R1E, Section 26 NENWNW, in Idaho County, State of Idaho (Lower

Ditch), to be applied upon the following property for irrigation purposes between approximately April 15 and October 15:

- (1) T22N, R1E, Section 26, NWNW 10 acres;
- (2) T22N, R1E, Section 27, SENE 3 acres.

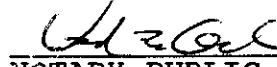
Additionally, during each year since 1986 to present, I have grazed horses and mules, and permitted the neighbors cattle upon the property described in Exhibit "A" and this livestock has consumed enough water upon the following property for stockwater purposes between January 1 and December 31:

- (1) T22N, R1E, Section 22, NESE;
- (2) T22N, R1E, Section 22, SESE;
- (3) T22N, R1E, Section 23, NWSW;
- (4) T22N, R1E, Section 23, SWSW;
- (5) T22N, R1E, Section 26, NWNW;
- (6) T22N, R1E, Section 27, NENE;
- (7) T22N, R1E, Section 27, SENE,

to sustain approximately 75 head of livestock.


RAYMOND R. HAMELL

Subscribed and sworn to before me this 30 day of September, 1997.


NOTARY PUBLIC IN AND FOR
THE STATE OF IDAHO.
Residing at Idaho County.
My Comm. Exp. 5-28-99.

SCHEDULE C

Parcel 1:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 22: S½NE½, SE½
Section 23: SW½NW½, W½SW½, SE½SW½ west of Main Elk Creek
Section 26: NW½NW½ West of Main Elk Creek
Section 27: NE½NE½, SE½NE½ North of Elk Creek

LESS AND EXCEPTING the following parcels:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 23: That part of the SW½NW½ which is defined as follows:
Beginning at the N 1/16th corner between Sections 22 and 23, which corner lies S.0°28'19"E., 1,323.058 feet from the NW corner of said Section 23,
thence S.74°14'32"E., 671.438 feet;
thence S.15°11'03"E., 104.811 feet;
thence S.10°11'03"E., 367.122 feet;
thence S.34°38'23"E., 400.449 feet;
thence S.81°45'01"E., 365.354 feet to the east line of the SW½NW½;
thence N.0°17'55"W., 1,013.442 feet to the NE corner of said SW½NW½;
thence N.89°25'27"W., 1,322.550 feet back to the point of beginning.

SO LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Sections 26 and 27: Beginning at the Section corner common to Sections 22, 23, 26 and 27;
thence East 165 feet to the Real Point of Beginning;
thence South 264 feet to an iron pin;
thence West 165 feet to an iron pin on the section line common to Sections 26 and 27;
thence South 528 feet along the Section line to an iron pin;
thence East 495 feet to an iron pin;
thence North 264 feet to an iron pin;
thence East 82.5 feet to an iron pin;
thence North 528 feet to an iron pin;
thence East 82.5 feet to an iron pin;
thence North following the Westerly side of the Elk Lake Road approximately 528 feet to an iron pin;
thence West 330 feet to an iron pin;
thence South 264 feet to an iron pin;
thence West 165 feet to an iron pin;
thence South 264 feet to an iron pin, which is the Real Point of Beginning.

(continued)

SCHEDULE C - continued:

O LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 27: Beginning at the Section corner common to Sections 22,
 23, 26 and 27, Township 22 North, Range 1 East, B.M.,
 thence South 2,020 feet to a point on the North side of
 the Elk Creek Road on the Section line;
 thence S.60°W. along the North side of the Elk Creek Road
 250 feet to a point, the Real Point of Beginning;
 thence N.60°W., 200 feet to a point;
 thence North 218 feet to a point;
 thence S.60°E., 200 feet to a point;
 thence South 218 feet to the True Point of Beginning.

SO LESS

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 27: Beginning at the Section corner common to Sections 22,
 23, 26 and 27 of said Township and Range,
 thence South 2,020 feet to a point on the North side of
 the Elk Creek Road on the Section line, which is the True
 Point of Beginning;
 thence S.60°W. along the North side of the Elk Creek Road
 250 feet to a point;
 thence North 295.75 feet to a point;
 thence N.60°E., 250 feet to a point on the Section line;
 thence South along the section line 295.75 feet to the
 True Point of Beginning.

Parcel 2:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 23: Those parts of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, and NE $\frac{1}{4}$ SW $\frac{1}{4}$ which are
 described by a survey as follows: Beginning at the West
 $\frac{1}{4}$ corner of said Section 23,
 thence S.89°33'53"E., 1,318.497 feet to the SW corner of
 the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
 thence N.0°17'55"W., 306.314 feet to the initial point of
 beginning on the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
 thence S.81°45'01"E., 182.832 feet;
 thence N.16°03'36"E., 543.239 feet;
 thence N.21°22'18"E., 550.049 feet to a point on the
 North line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$,
 thence N.21°22'18"E., 118.601 feet;
 thence N.46°12'14"E., 750.222 feet;
 thence S.56°05'24"E., 93.929 feet;
 thence S.14°59'29"W., 231.318 feet;
 thence S.45°45'21"W., 82.410 feet;

(continued)

SCHEDULE C - continued:

thence S.2°47'31"W., 234.922 feet;
 thence S.35°48'28"W., 82.060 feet to the North line of
 SE¼NW¼;
 thence S.35°48'28"W., 100.298 feet;
 thence S.1°38'37"E., 429.598 feet;
 thence S.28°59'17"W., 378.956 feet;
 thence S.30°23'09"E., 237.862 feet;
 thence S.18°03'21"E., 283.547 feet to the North line of
 the NE¼SW¼;
 thence S.18°03'21"E., 17.783 feet;
 thence S.11°14'14"E., 215.132 feet;
 thence S.13°30'34"W., 239.374 feet;
 thence S.0°33'45"W., 349.694 feet;
 thence S.8°19'07"W., 205.150 feet;
 thence S.35°22'04"W., 186.870 feet;
 thence S.15°40'12"W., 162.131 feet to the South line of
 the NE¼SW¼;
 thence N.89°43'22"W., 802.330 feet to the SW corner of
 NE¼SW¼;
 thence N.0°08'25"E., 1,325.488 feet to the NW corner of
 NE¼SW¼;
 thence N.0°17'53"W., 306.314 feet back to the initial
 point of beginning.

Parcel 3:

Township 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
 Section 26: Tax No. 77: Beginning at the section corner common to
 Sections 22, 23, 26 and 27, Twp. 22 N., Rge. 1 E., B.M.,
 thence South along the section line 1,320 feet to a point
 on the section line which is the True Point of Beginning,
 thence East 250 feet to a point,
 thence South 276 feet, more or less, to a point on the
 existing fence line,
 thence S.83°W. along the existing fence line 255 feet,
 more or less, to a point on the section line,
 thence North 312.50 feet, more or less, to the True Point
 of Beginning.

(continued)

SCHEDULE C - continued:

rcel 3 - continued:

wnship 22 North, Range 1 East, Boise Meridian, Idaho County, Idaho
ction 26: Tax No. 79: Beginning at the section corner common to
sections 22, 23, 26 and 27, Twp. 22 N., Rge. 1 E., B.M.,
thence South along the section line 1,320 feet, more or
less, to a point on the South West corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$
of section 26, Twp. 22 N., Rge. 1 E., B.M.,
thence 250 feet due East to the True Point of Beginning,
thence East 530 feet, more or less, to the center of Elk
Creek,
thence Southwesterly along the centerline of Elk Creek
150 feet, more or less, to the North existing fence line
of the Sigurd A. Ulstad property,
thence S.75°W., along the North existing fence line 528
feet, more or less, to the Easterly boundary fence line
of the W.M. Roberts property,
thence North 279 feet, to the True Point of Beginning.



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 8, 1997

Re: Notice of Claim to a Water Right No. A78-04002B

IDAHO HOLDINGS
JERRY LAUSMANN MANAGING PARTNER
PO BOX 1608
MEDFORD OR 97501

Dear Claimant(s):

Enclosed is a copy of the above referenced claim which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.

If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:l
Enclosure

cc: Clifton Powell
W. Alan Schroeder

RECEIVED

AUG 22 1997

WATER RESOURCES
WESTERN REGION

8/19/97

Jim,

Ray Hammell has
yet to find the lease
agreement. The copy
of item (G) is found;
I hope that it's OK.

Call if I can't offer
more help.

(541) 944-4376

MIKE MONTERO

Idaho Holdings
J. S. Lausmann, Managing Partner
P.O. Box 1608
Medford, Oregon 97501

RECEIVED
AUG 22 1997
WATER RESOURCES
WESTERN REGION

Jan Shurte
State of Idaho - Dept. of Water Resources, Western Region
2735 Airport Way
Boise, Idaho 83705-5082

July 25, 1997

Re: Water Rights Documentation - Claim # A78-04002B

Dear Jan,

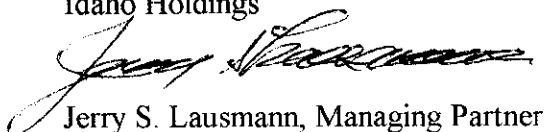
Pursuant to our teleconference 7/24/97 @ 10:00 a.m., I am enclosing the following documents to complete our filing:

- A) Executed - **Notice of Change of Water Right Ownership**
- B) **Warranty Deed** conveying interest in property from Howells to Idaho Holdings
- C) **Warranty Deed** conveying interest in property from Howell Trust to Idaho Holdings
- D) Idaho Holding **Partnership Agreement**
- E) Photocopy of **Idaho County Assessors Map** of the Idaho Holdings property
- F) Copy of **Lease Agreement** between Howell and Lessee providing use of the water for irrigation on the property for his livestock
- G) **Notarized affidavit** from lessee substantiating water use.

I believe that this completes the list of items that you've requested to bring our water rights claim up to date. Feel free to contact me or my assistant, Mike Montero @ 541-776-6507 or 541-944-4376 if you have any question regarding the above documentation.

Respectfully,

Idaho Holdings


Jerry S. Lausmann, Managing Partner

MEMORANDUM

August 4, 1997

TO: CLAIM FILE A78-04002B

FROM: JAN SHURTE

RE: FILING OF CLAIM

On July 24, 1997, I received a call from a party interested in purchasing land covered by Claim No. 78-04002. In looking through the adjudication database I found a claim on the host temporary file under the name of Howell, Powell & Lausmann for the land described as being purchased and labelled Claim No. A78-04002B. The adjudication claim did not have a receipt attached and appeared to have been created but never officially filed.

Later I received a call from a realtor representing the present owners who had a copy of a receipt in the name of James Howell for the correct filing fee and listing the claim number A78-04002B. I had the realtor fax me a copy of the claim he had along with the receipt. It appeared that the claim had been created on September 11, 1989, and no fee paid. Therefore, one would assume the claim was taken by the claimant to be returned later with the fee. Then, on October 27, 1989, a receipt was created for Mr. Howell. I am assuming that the fee came in without the claim, therefore, the faxed copy with the signatures is being used as the original claim at this time.

We then faxed copies of the claim and receipt to the party interested in purchasing the land, the realtor for the current owner and a representative for Jerry Lausmann, one of the claimants. In speaking with the representative for Jerry Lausmann it appears that a partnership was formed called Idaho Properties (not sure on this name) and that Lausmann is the main member of that partnership. So, we sent a change of ownership form to the representative to return with the legal documents showing the change to the partnership from Howell, Powell & Lausmann along with the document showing Lausman has the legal authority to sign for the partnership.

For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: 00121

Date: 10/27/89
Time: 12:16:00

Received
From: HOWELL, MR & MRS. J.B.

Type of Payment	Program Acct Class	Amount
ADJUDICATION FEE	0410162 9337 6490	\$240.00

Total \$240.00

CHECK 1324

WR/NO: A78- 04002B

Idaho Department of Water Resources

Region: STATE

Signature: *D. Keithley*

RECEIVED
AUG 22 1997
WATER RESOURCES
WESTERN REGION

COPY

**COLDWELL
BANKER**

JOHNSON & CO.

P.O. BOX 1674
#1 VILLAGE SQUARE
McCALL, ID 83406
BUS. (208) 634-8500
FAX (208) 634-7616TO: JAN SCHURTZFAX: 208-334-2348FROM: Ralph BASSFAX: (208) 634-7616DATE: 9/23/97

TIME: _____

MESSAGE: HOWELL RANCH E/K CREEK
WATER RIGHTSTransmitting a total of 5 pages including this page. If you do not receive all the pages, please
contact us immediately.Coldwell Banker Johnson & Co.
(208) 634-8500