



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

RECEIVED

JUL 22 2005

DEPARTMENT OF
WATER RESOURCES

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 29, 2005

75-04078X
SUSAN COOK TRUST
949 5TH AVE
DURANGO CO 81301

RESPONSE DEADLINE
JULY 29, 2005

Re: Evidence of Priority Date

Dear Claimant:

The Notice of Claim to a Water Right (claim) identified with the number shown above your name has been filed in the Snake River Basin Adjudication (SRBA). The claim indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historic use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed. Proof must be provided by the claimant supporting the priority date claimed and the historic use of the water.

Enclosed you will find a computer printout of your claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

PLEASE NOTE: If no evidence is submitted, IDWR will recommend the SRBA Court decree the claim be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement should be in the form of a notarized affidavit.

Please submit the required evidence supporting the priority date and the historic use by the date shown above, referencing all documents with the corresponding claim number. Send the documents in the enclosed envelope to assure it arrives at the correct location. If you have questions not covered by this letter or the enclosed pamphlet, please contact this office. Our toll free number is 1-800-451-4129.

If you no longer own the property to which the claim is appurtenant, please forward this correspondence to the present owner, or return it to Idaho Department of Water Resources (IDWR). If you have received this correspondence from the previous owner of the property, it is recommended that you file a Change of Ownership form with IDWR in order to receive future mailings and to participate in the adjudication.

Sincerely,

Roxanne Brown
Sr. Water Resource Agent
Adjudication Bureau

Enclosures

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 75-4078X
Date Received: 10/8/2003
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

STEPHEN NICHOLSON REVOCABLE TRUST Phone: 970 884-9306
949 5TH AVE
DURANGO CO USA 81301

SUSAN COOK TRUST Phone: 970 259-1069
949 5TH AVE
DURANGO CO USA 81301

2. Date of Priority: 05/11/1893

3. Source: SALMON RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
20N	21E	7	NW SW SW	LEMHI	

5. Description of diverting works:

ROCK DIV. DAM WITH PIPE HEADGATE AND DITCHES WITH PUMP AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.35	

7. Total Quantity Appropriated is:
0.35 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
----------	-------	---------	----------------	-----	-------

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

13. Other Water Rights Used:

14. Remarks:

PROPERTY AKA LOT 12 CHINOOK SUBDIVISION

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 75-4078U

15. Basis of Claim: Beneficial Use

75-4078X

11/03/2003

Claim # 75-04078 v July 18, 2005

Dear Ms Brown or To whom it may concern

RECEIVED

JUL 22 2005

DEPARTMENT OF
WATER RESOURCES

Enclosed is the Deed or Decree
declaring that this Tract of Land which

I, Stephen Nicholson (Revocable Trust) and Susan

Cook (Revocable Trust) ^{FOR Beneficial Use} presently own has
water rights¹ dating back to May 11, 1893.

I was assured by Sally (a very helpful Lady)
after review by specialists in your office
that this was what was needed. Also included
is a copy of our claim to a water Right Dated
10/8/2003, 2 pages of the closing Statement
showing that the water rights were Transferred
to us, and a copy of the letters sent to us by the
Department of Water resources w/ the claim #.
If anything else is needed please advise us immediately
as time is short

Sincerely, Stephen Nicholson
(970-884-9306)

Geo. L. Shoup

Desert Lands
Certificate No 2151The United States of America. To all to whom these
presents shall come, Greeting:

Whereas George L. Shoup of Lemhi County, Idaho, has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Hailey, Idaho whereby it appears that full payment has been made by the said George L. Shoup, according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands and the acts supplemental thereto, for

The South-East quarter of the North-West quarter; the South-West quarter of the North-East quarter; the East half of the South-West quarter and the Lots numbered two; three; four; five; six; seven; eight; nine; eleven and thirteen of Section Six, and the Lots numbered one, five and six of Section seven, in Township twenty North of Range twenty-two East of Boise Meridian in Idaho, containing five hundred and eighty-eight acres, and twenty-eight hundredths of an acre according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said George L. Shoup

Now Knowye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said George L. Shoup and to his heirs, the said Tract above described:

To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said George L. Shoup and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the property of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof J. Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twelfth day of January, in the year of our Lord one thousand eight hundred and ninety-three and of the Independence of the United States the one hundred and seventeenth

(Seal)

By the President: Benjamin Harrison

By E. M. Farland, Asst Secretary

Recorded Vol. 2 Page 57. S. P. Roberts, Recorder of the General Land Office

Recorded at the request of Geo. L. Shoup May 11th 1893, at 45 minutes past 10 o'clock A.M. in Book 9 of Deeds page 17 Records of Lemhi County, Idaho.

Timothy Dorr
County Recorder

STATE OF IDAHO
COUNTY OF LEMHII, TERRI J. MORTON, CLERK OF THE DISTRICT COURT
OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE OF
IDAHO, IN AND FOR THE COUNTY OF LEMHI DO HEREBYCERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL FILED IN THIS OFFICEIN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND
AND AFFIXED MY OFFICIAL SEAL THIS17th DAY
OF JULY YEAR 2005TERRI J. MORTON, CLERK
BY *Handwritten Signature* DEPUTY

Page 4 of 5: Purchase and Sale Agreement for Vacant Land

PROPERTY ADDRESS:

Lot #12 Chinook Meadows

ID#

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Environmental Inspection (Level 1)				X
Zoning Variance				X	Environmental Inspection (Level 2)				X
Closing Escrow Fee			X		Environmental Inspection (Level 3)				X
Survey				X	PERC Test		X		
Flood Certification/Tracking Fee			X		Water Rights			X	
Soil(s) Test(s)				X	Long Term Escrow Fees				X
Hazardous Waste Report(s)				X	Title Insurance: Standard Owner's Policy		X		
Attorney Contract Preparation Fee				X	Title Insurance: Extended Lender's Policy				X
Water Rights Transfer Fee			X		Title Insurance: Extended Owner's Policy				X

191 BUYER will have until August 12, 2002 (Date) at Noon ☐ am ☐ pm to satisfy or waive any and all conditions and/or
 192 contingencies.

193
 194 20. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which
 195 shall together constitute one and the same instrument.

196
 197 21. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior
 198 Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or
 199 representations not expressly set forth herein shall be binding upon either party.

200
 201 22. FACSIMILE TRANSMISSION: Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission
 202 shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by
 203 signing an original document.

204
 205 23. DEFAULT: ~~IF BUYER defaults~~ In the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
 206 damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make
 207 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on
 208 behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection
 209 fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that
 210 the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree
 211 that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be
 212 considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by
 213 SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow
 214 fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter.

215 ~~IF SELLER defaults~~, having approved said sale and title to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to
 216 him/her and SELLER shall pay for the costs of title insurance, escrow fees, inspection fees, brokerage fees and attorney's fees, if any. This
 217 shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

218
 219 24. SALES PRICE INFORMATION: SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale
 220 data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members'
 221 prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information
 222 compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

223
 224 25. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

225
 226 26. CLOSING: Closing shall occur on or before August 30 (Date) at Noon ☐ am ☐ pm, or as soon thereafter as financing documents can
 227 be prepared and marketable title delivered, but not to exceed 3 business days. This extension is not available if financing documents are
 228 prepared and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the
 229 deed or contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it
 230 may be necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall
 231 be

20N

22E

6

SW

SE

13

IRRIGATION

16

Section Acres

16

Total Acres

16

Page 2 of 5: Purchase and Sale Agreement for Vacant Land

PROPERTY ADDRESS:

Lot #12 Chinook Meadows

ID#

6. **INSPECTION:** BUYER chooses ☒ to have inspection; or ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 70-113. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 3 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 3 business day(s) in which to respond in writing. The SELLER, at their option, may correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYERS inspection contingency.

3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 3 business days that they will not continue with the transaction and will receive their Earnest Money back.

4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

5. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

A. **SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

B. **LINE AND BOUNDARIES:** Property lines and boundaries, septic, and teach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)

C. **ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the property, BUYER'S intended use of the property, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance; the parties are to satisfy themselves concerning these issues.

D. **UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephone, cable TV and drainage.

E. **UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services and other rights available (describe availability): irrigation rights, power and phone are run along the roadway

F. **HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances, and no representations, either expressed or implied, have been or will be made with respect to the existence or non-existence of such materials on the property. BUYERS who are concerned about the presence of such materials should have the property inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.

G. **TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER'S or SELLER'S tax liability.

7. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have 3 business day(s) from receipt of the commitment or not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within 3 business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials (_____) Date _____ SELLER's Initials (_____) Date _____

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals who are members of the National Association of

REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Idaho Association of REALTORS®, Inc. / Ada County Association of REALTORS®, Inc. All rights reserved.

Vacant Land Form Revised 11/01 PAGE 2 of 5

Printed Using Professional Computer Forms Co. On-Line Forms Software, v. 402, (408) 947-2107